



## AGENDA: REGULAR SESSION

WEDNESDAY, APRIL 15, 2020

WASCO COUNTY BOARD OF COMMISSIONERS

[HTTPS://MEET.GOOGLE.COM/QGQ-KXKM-ORJ?HS=122](https://meet.google.com/QGQ-KXKM-ORJ?HS=122) OR 1 770-884-8040 PIN: 864 408 466#

**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 and 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.*

**In light of the current COVID-19 crisis, the Board will be meeting electronically. You can join the meeting at <https://meet.google.com/jfy-tpa-hju?hs=122> or call in to [1 515-518-6967](tel:5155186967) PIN: 492 437 569#**

**We appreciate your patience as we continue to try to serve the public during this time. Please use the chat function to submit real-time questions or comments. You can also submit comments/questions to the Board anytime on our webpage: [Your County, Your Voice](#)**

<b>9:00 a.m.</b>	<p><b>CALL TO ORDER</b></p> <p>Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board.</p> <p><b>Corrections or Additions to the Agenda</b></p> <p><b><u>Discussion Items</u></b> (Items of general Commission discussion, not otherwise listed on the Agenda) <a href="#">CAFFA Grant</a>; <a href="#">XTR Value Services Agreement</a>; <a href="#">Tri-County Mental Health Board Rate Agreement</a>; <a href="#">OWEB Land Acquisition Comments</a>; <a href="#">ETractor Initiative Letter of Support</a>; <a href="#">Building Codes Updates</a></p> <p><b><u>Consent Agenda</u></b>: <a href="#">Minutes: 4.1.2020 Regular Session</a> (Items of a routine nature: minutes, documents, items previously discussed.)</p>
<b>9:30 a.m.</b>	<a href="#">Labor Counsel Recommendation</a> – Nichole Biechler
<b>9:45 a.m.</b>	<a href="#">Bakeoven Solar Project Comments</a> – Angie Brewer
<b>10:00 a.m.</b>	<a href="#">EDC Quarterly Update/Appointments</a> – Carrie Pipinich
<b>10:15 a.m.</b>	<a href="#">COVID-19 Response</a> – Tyler Stone
	<b>COMMISSION CALL</b>
	<b>NEW/OLD BUSINESS</b>
	<b>ADJOURN</b>

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  
APRIL 15, 2020**

This meeting was held on Google Hangout Meet  
Meeting ID: <https://meet.google.com/jfy-tpta-hju?hs=122>  
or call in to [1 515-518-6967](tel:15155186967) PIN: 492 437 569#

**PRESENT:** Scott Hege, Chair  
Kathy Schwartz, Vice-Chair  
Steve Kramer, County Commissioner

**STAFF:** Kathy Clark, Executive Assistant  
Tyler Stone, Administrative Officer

Chair Hege opened the session at 9:06 a.m. Chair Hege noted that North Central Public Health District's (NCPHD) Executive Director Teri Thalhofer and Public Health Dr. Mimi McDonell had joined the meeting. He asked them to report on the COVID 19 pandemic.

Ms. Thalhofer reported that there are currently 11 cases in the three-county region that composes NCPHD – Wasco (10), Sherman (1) and Gilliam (0) Counties. Testing is increasing so we should expect more cases to be revealed. NCPHD is still dealing with other communicable diseases, but COVID-19 is the main focus. WIC has been modified to accommodate the circumstances. Visiting nurses are visiting by phone or FaceBook - if it becomes necessary, they have the capacity to go on a home visit with PPE. Reproductive Health continues to provide services. Refills are done over the phone. The Tobacco Prevention Program is on hold; the Prevention Coordinator is working with the team for public announcements. Environmental Health is busy helping restaurants to safely navigate the curbside pick-up model; 45% of local restaurants are not operating right now. Building continues as construction is seen as essential; NCPHD is providing consultation for that.

Dr. McDonell stated that the Unified Command effort has been going for 4 weeks between Wasco, Sherman and Gilliam Counties along with cities, emergency managers, health care providers, etc. It is a massive effort to keep everyone as safe as possible and provide essential services. The current emphasis is on congregate settings. She said that she has been impressed by the response from

the local long-term care facilities. Washington, Oregon and California are working together to have a scientific and standardized approach to opening services, which will largely depend upon the availability of mass testing and the ability to conduct contact investigations and provide effective isolation measures. Locally, we are trying to protect the seasonal workers coming into our community; we want to ensure safe housing and meet basic needs. She commented that she appreciates the efforts of the elected officials and wants to encourage them to continue to work to send out the message for social isolation and masks to protect our community. Every citizen has a responsibility here – we have to work together and we need that leadership.

Chair Hege asked when we need and need not wear a mask. Dr. McDonell replied that masks need to be worn to help prevent the spread of virus. If you are in a setting where you could infect others, you should wear a mask. She said she was in Fred Meyer last night and only 5% of the people in the store were wearing masks. **Everyone** needs to wear them – it protects others and the workers at the store. If you are in an office space, you may not need to wear a mask all the time, but if there is a time when you cannot stay far enough away, you should wear the mask.

Vice-Chair Schwartz commented that when she went to the store, she was shocked by how many people were not wearing masks. She asked if NCPHD is working with grocery stores to encourage them to encourage their customers. She noted that even workers were not fully covered. She said that we are all familiar with the signage saying, “No shoes, no shirt, no entry,” perhaps we can add “no mask” to that. Dr. McDonell responded that there are areas of the country that are requiring masks. We have been working with local grocers and they are putting up signage but it is difficult to monitor that. NCPHD put out a PSA on grocery store etiquette but will need to do an additional social media push. This is very important; social distancing will be in place for some time.

Commissioner Kramer thanked Ms. Thalsofer and Dr. McDonell for their efforts. It is good to hear that elected officials are making a difference.

Chair Hege thanked Ms. Thalsofer and Dr. McDonell for being here and he hopes they will be able to regularly update the Board. Ms. Thalsofer said that they would be happy to be at upcoming Board sessions to provide the latest information.

Chair Hege explained that the second Fee Schedule Ordinance hearing had been scheduled for today. Due to the recent ownership transition at the local paper, the first hearing was not properly noticed. Therefore, we will we begin the process again; the first hearing will take place on May 6, 2020.

**Discussion Item – CAFFA Grant Application**

Wasco County Assessor/Tax Collector Jill Amery explained that this is an annual grant program that assists counties across the State for assessment, valuation, BOPTA, tax collection and distribution, GIS, cartography and data processing. These functions involve multiple departments within the County. The biggest change this year is that we have put in some capital improvement requests for software.

**{{Vice-Chair Schwartz moved to approve the 2020-21 County Assessment Function Funding Assistance Grant Application. Commissioner Kramer seconded the motion which passed unanimously.}}**

**Agenda Item – Labor Counsel**

Human Resources Director Nichole Biechler explained that in January we were notified that our current labor counsel would be starting his own firm. This was a good opportunity to go out to bid for services. The request for qualifications responses were evaluated on multiple criteria to develop a recommendation to the Board:

- Fees
- Location
- Structure
- Area(s) of expertise
- Time in business/years in practice
- Local government law and labor law staff and bargaining experience
- Experience with specific union organizations
- Public sector collective bargaining philosophy
- References and why the firm thought they would be the most qualified to represent Wasco County

The recommendation is to move forward with Barran Liebman.

Chair Hege asked if the RFQ Process followed the process we used for County Counsel. Ms. Biechler replied that the overall process was the same however we were looking for a more specific area of expertise rather than general counsel. Commissioner Kramer asked about the final page of the packet materials. Ms. Biechler said that the spreadsheet is a general analysis of the firms and how they ranked in the criteria. The recommended firm will be a significant savings. Our current counsel's new firm is much more expensive. She noted that there may not

be a lot of negotiations as the recommended firm was very thorough in pricing within their response.

**{{{Commissioner Kramer moved to direct staff to proceed with negotiations with Berran Liebman, LLC. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}**

Chair Hege offered an opportunity for public comment. There was none.

#### Discussion Item – XTR Master Service Agreement

Ms. Amery explained that for a number of years Lane County has provided software support for an Eastern Oregon Consortium that was composed of six counties. Last year, Lane County had some significant changes in staffing and in June provided only two weeks' notice before discontinuing the mapping portion of the service. They tried to continue to provide the software support but they need to move on – their key person's last week is next week. Lane County simply does not have the capacity to continue. Along with Wasco County Information Services staff, she has explored the possibility of bringing it in-house; it is a four to five year learning curve. She stated that we were lucky to find this company. They have a great reputation and one of their staff actually helped write the program we are using; many others have worked with both Ascend and Proval. Lane County will be using them as are other counties. This will help us make the transition to a new system and there really is no other resource out there.

Chair Hege asked about the terms. Ms. Amery replied that they are very competitive to Lane County's original IGA - \$2,500 per month. They are asking for an 18 month term; that is a good amount of time for us as it will take time to transition to a new system. After the 18 months we can renew for shorter periods of time. As we get closer to the end of the 18 months, we will have a better idea of our transition timeline.

Chair Hege asked how much we are paying now. Ms. Amery stated that we were up to almost \$4,000 per month with Lane County. She said that every time one of the six Consortium members dropped out, the price would go up for the remaining counties. Chair Hege asked if this will be a fixed monthly amount. Ms. Amery replied that it will.

**{{{Commissioner Kramer moved to approve Order 20-031 in the matter of authorizing Wasco County Tax and Assessment to contract with XTR Value Services, LLC for software maintenance and support services for Assessment and Taxation software through a sole-source procurement. Vice-Chair**

**Schwartz seconded the motion which passed unanimously.}}**

**{{{Commissioner Kramer moved to approve the Master Agreement for Licensed Software, Hardware and Services between XTR Value Services and Wasco County. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}**

**{{{Commissioner Kramer moved to approve Amendment 1 to the Intergovernmental Agreement for Ascend/Proval Software Support terminating the IGA. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}**

#### Agenda Item – Bakeoven Solar Project Update

Planning Director Angie Brewer stated that one each of two wind farm and two solar farm applications have been approved. The deadline for comments on the Bakeoven Solar project is Monday. Recently, parties have filed an appeal seeking judicial review of a rejected appeal related to the Summit Ridge Wind Farm project. Avangrid is requesting a Rural Renewable Energy Development (RRED) Zone; Matthew Klebes will be providing more information about that in an upcoming Board Session. RRED Zones are specifically relevant to energy facilities.

Chair Hege asked what the timing is for the Summit Ridge appeal. Ms. Brewer explained that it is not technically appealed. They are seeking review of the State's decision to reject an appeal. Right now Summit Ridge is free to move forward with the project. Some of the local projects were reviewed at the same hearing and will be moving on the same timeline. They have the same 2-year timeline with an opportunity for a 1-year extension as with any land use approval.

Vice-Chair Schwartz asked if all the current projects would qualify for a RRED Zone if we were to decide to establish one. Ms. Brewer replied that a resolution establishing a RRED Zone would trigger the program immediately; qualification is tied to the date of application and the date of construction. If the application occurs before construction, then all the work is eligible; any work that occurs before application submission is not eligible

#### Discussion Item – OWEB Comments

Ms. Brewer said that she wanted to make sure the Board knew she had sent a comment letter in January; we do not need to resubmit. She reported that the OWEB timeline has been delayed until June due to the COVID-19 pandemic. Commissioner Kramer stated that he has spoken to the Oregon Water

Enhancement Board (OWEB) Director to convey concerns from southern Wasco County property owners. This property has an aggregate site that could be of benefit to the County in the future. He said they are working toward a solution.

**Agenda Item – EDC Quarterly Report/Appointment**

Mid-Columbia Economic Development District Senior Project Manager Carrie Pipinich reviewed the memo included in the Board Packet regarding the appointment of Fritz Ellett to Position 9 on the Economic Development Commission. She explained that it is an at-large position previously held by Gary Grossman. Historically, they have tried to fill that position with someone from the business community. There are two other vacancies, one for Dufur and one for the City of The Dalles. They hope to have recommendations for those positions by June.

**{{Vice-Chair Schwartz moved to approve Order 20-030 appointing Fritz Ellett to Position 9 on the Wasco County Economic Development Commission. Commissioner Kramer seconded that motion which passed unanimously.}}**

Ms. Pipinich reviewed the report included in the Board Packet. She noted that they are partnering with Regional Solutions in supporting an Economic Reliance Team in the area. The Team includes Hood River, Wasco, Gilliam, Sherman, Wheeler, Skamania and Klickitat Counties along with Chambers of Commerce, Port Authorities and others. They are sharing information with the state and federal agencies so they can better understand the impact on the ground. She commended the work of the Chambers and Small Business Development center – they have done a lot to keep us informed and provide resources to their customers.

Ms. Pipinich went on to say that they are working with the Emergency Operations Center and JIC to get information out especially to the agricultural community and migrant workers. She praised Commissioner Kramer for the work he has done with the schools to get resources out to students to gain access to remote education. She added that they are working through the Oregon Investment Board to provide relief for loan clients and trying to extend that relief for a few months.

Vice-Chair Schwartz asked for a sense of what our businesses are experiencing. Ms. Pipinich reported that they have heard stories of businesses not being able to access the relief programs; some that applied early had to apply again to get the forgivable feature of the program. There are delays in getting the funds and they hope that there are fixes coming for that. Our local lenders were a little slower to

get the Paycheck Protection Program implemented; federal requirements around that program went out after the program was established. The window was short and system got overwhelmed. It has been challenging for everyone. Ms. Amery reported that four businesses were approved for funds through the Oregon Investment Board yesterday. Ms. Pipinich observed that businesses want to prepare but it is a challenge – they do not know what the timeline will be or what the environment will be like.

Ms. Pipinich went on to say that the State has approved 9,508 loans. Nationally the average loan is under \$150,000 with construction being the largest portion. She said that she would share the report with the Board. We have not been able to collect data locally, but are working with partners to gather that information. The unemployment claims provide a stark indication of what is going on locally.

Commissioner Kramer expressed his appreciation for the work MCEDD is doing especially in this time when they are short-staffed, including a Deputy Director position that is open. Vice-Chair Schwartz agreed, saying that it is great to have MCEDD as a resource.

#### Discussion Item – Tri-County Mental Health IGA

Chair Hege stated that Mid-Columbia Center for Living is overseen by the Tri-County Mental Health Board – a joint organization with representatives from Hood River, Sherman and Wasco Counties. Every year, each county is invoiced, based on population, for funding. The staff at MCCFL asked for the documentation that provides the foundation for that funding; neither their organization, nor any of the member counties were able to locate the document. This agreement will document the commitment for the annual contribution.

Commissioner Kramer expressed his appreciation for Chair Hege's efforts, saying that mental health is one of our key issues.

Vice-Chair Schwartz asked how our support for mental health compares to other counties. Chair Hege replied that he does not know; a lot of counties have their own internal mental health authority. Up to now, mental health has been able to survive on its own but they are really challenged by the switch from per capita to pay for service and staffing changes. People are reluctant to come in for service during COVID-19 and with no service, there are no fees.

**{{{Commissioner Kramer moved to approve the Tri-County Mental Health Board Intergovernmental Agreement authorizing invoicing rates for Wasco, Hood River and Sherman Counties. Vice-Chair Schwartz seconded the motion**

**which passed unanimously.}}**

**Discussion Item – ETractor Initiative Letter of Support**

Commissioner Kramer explained that he sits on the Wy'East Committee which is looking at a pilot project for the local orchards. They want to test the technology to see if it can work in our area. They are looking for County support so that their partners at the BPA, Oregon Trust, etc. know that we support the technology.

Chair Hege asked how much an e-tractor costs. Commissioner Kramer replied that he does not know – it is still in development. It will be cost-prohibitive until it gets to the stage of being mass-produced. First, we need to see if it can work.

**\*\*\*The Board was in consensus to send a letter of support for the e-tractor pilot project.\*\*\***

**Discussion Item – Building Codes Updates**

Chair Hege said that he hopes to have a more robust discussion around Building Codes but has not had the opportunity to meet with the Finance Director to review the information. Ms. Clark explained that when MCCOG managed Building Codes Services it had been for Hood River, Wasco, Sherman, Gilliam and Wheeler Counties. Prior to the dissolution of MCCOG, Hood River withdrew from the Building Codes program and began offering those services independent of the other partner counties. Recently, the four remaining counties signed an agreement for the distribution of the MCCOG Building Codes reserve funds; that agreement did not include Hood River County. This release agreement formalizes the distribution of those funds to not include Hood River County.

**{{Vice-Chair Schwartz moved to approve the release between Wasco County and Hood River. Commissioner Kramer seconded the motion which passed unanimously.}}**

**Consent Agenda – 4.1.2020 Regular Session Minutes**

**{{Commissioner Kramer moved to approve the Consent Agenda. Vice-Chair Schwartz seconded the motion which passed unanimously.}}**

Chair Hege offered the opportunity for public comment. There were none.

**Departments**

Ms. Amery said that the senior/disabled property tax deferral application deadline has been moved from April to June. It is a program that touches one of

our most vulnerable populations.

#### Agenda Item – COVID-19 Response

Mr. Stone stated that the financial aspects of the COVID-19 response are very complex. In a normal response, such as to a wildfire, you would have a primary agency responsible such as the Fire Department. They would lead and be responsible for the financial applications for reimbursement. COVID-19 is very different. The primary agency is Public Health which is a 3-county agency. We need to be able to respond regionally. The Unified Command is not an entity and does not have a budget or spending authority but is dealing with operations and needs to have a cash flow. For example, we need to get porta-potties and wash stations to homeless camps in Rufus, Biggs and The Dalles – that would involve two of the three counties. UC then has to determine who pays and is responsible. As we have new financial needs, we will continue to face this issue. UC also works with MCMC, The Dalles, Wasco City, etc. – it very quickly becomes complicated.

Mr. Stone reviewed the UC Financial Policy #1 included in the Board Packet. Each entity has its own budget, ability to pay, contracting rules, etc. Each entity will have to determine how to expend resources. The delegation of authority to expend resources up to \$25,000 prior to a Board session will give him the ability to commit necessary resources without delay. We think we will get reimbursement on certain items that meet certain criteria, but we don't know yet what those are. When that happens, it may come through the County. We can put dollars up front for use with the expectation that it will be reimbursed through whatever means are available. North Central Public Health has already received more than \$100,000 but that is mostly being expended on salaries.

Finance Director Mike Middleton explained that he is developing a workflow for the payments and he needs to consider timeliness in the process. He said there will be feedback from the group; more information will follow.

Vice-Chair Schwartz asked if the Board is expected to do anything regarding the sub-recipient agreement. Mr. Stone replied that it is a template that can be used by any of the partners by just adjusting the names in the agreement. If we need to use it, it will come before the Board for approval at that time. Chair Hege commented that the Board would decide on a case by case basis.

Vice-Chair Schwartz observed that it does not seem like a very nimble process. Mr. Stone agreed. He said that we might have been better off treating this much the same as a wildfire by having NCPHD be the responsible agency.

Discussion ensued about various scenarios for funding and reimbursement. Chair Hege suggested that since the Board will have to approve each one, language could be modified at that time to be appropriate to each circumstance. County Counsel Kristen Campbell concurred.

Chair Hege commented that the sub-recipient agreement and UC Fiscal Policy are both informational for the Board; the primary issue is the spending authority. Mr. Stone agreed saying that one of the criticisms has been the slow response through all the various entities in the procurement process. This will give the UC the agility to approve spending without having to wait for a Board session.

Commissioner Kramer said that we need to continue to be flexible; the essential services need to be maintained for the folks on the ground. This is a very good move.

Vice-Chair Schwartz agreed saying that probably means that Public Health will be meeting more frequently. As local government, we need to take care of the basic needs and sometimes that requires thinking outside the box.

**{{Vice-Chair Schwartz moved to approve Order 20-032 in the matter of authorizing the County Administrative Officer to expend and commit County resources during an emergency until a meeting of the Board can be convened. Commissioner Kramer seconded the motion which passed unanimously.}}**

Chair Hege offered the opportunity for public comment. Rodger Nichols said that the Gorge Commission met yesterday with mixed results. He said he can make a report at any time.

#### Commission Call

Chair Hege noted that there will be an all-staff County video conference tomorrow. He suggested that the other two commissioners record a brief video for staff. He said that he will be moderating the call. We have asked for questions from staff and will be responding to those.

Chair Hege said that he wants to point out that we are moving ahead with budget. More than likely it will be a virtual meeting although we have space reserved in case it becomes possible to have an in-person meeting. He noted that state funding for the next year will be an unknown.

Vice-Chair Schwartz reported that she is participating in weekly calls with Sherman and Gilliam Counties. There are a lot of people on those calls and she

gets a lot of information. She attended a NACo webinar on caring for our aging population and has not heard from our Area Agency on Aging agency – CAPCO. She said she has reached out to them and hopes to hear back in the next week. Circles of Care, a volunteer organization, seems to be better in touch with what is happening on the ground; although they are working hard, they are not well funded.

Vice-Chair Schwartz announced that NCPHD is moving forward on the hiring process to replace Executive Director Teri Thalhofer who retires in June. Ms. Thalhofer has offered to stay on longer if needed. The application process closes May 27<sup>th</sup>; interviews will be in June.

Commissioner Kramer thanked everyone for the extra work they are doing. He said he reached out to people for the educational piece; there is a meeting this afternoon that may illuminate some funding streams. Dr. Cronin, President of Columbia Gorge Community College, has increased their Wi-Fi capacity and offered to allow District 21 students the opportunity to use the campus to download assignments. This will help plan for the start of next school year.

Mr. Stone commented that everyone is doing a stellar job of keeping County business moving along.

Chair Hege adjourned the meeting at 11:12 a.m.

## Summary of Actions

### MOTIONS

- **To approve the 2020-21 County Assessment Function Funding Assistance Grant Application.**
- **To direct staff to proceed with negotiations with Berran Liebman, LLC.**
- **To approve Order 20-031 in the matter of authorizing Wasco County Tax and Assessment to contract with XTR Value Services, LLC for software maintenance and support services for Assessment and Taxation software through a sole-source procurement.**
- **To approve the Master Agreement for Licensed Software, Hardware and Services between XTR Value Services and Wasco County.**
- **To approve Amendment 1 to the Intergovernmental Agreement for Ascend/Proval Software Support terminating the IGA.**
- **To approve Order 20-030 appointing Fritz Ellett to Position 9 on the Wasco County Economic Development Commission.**
- **To approve the Tri-County Mental Health Board Intergovernmental**

**Agreement authorizing invoicing rates for Wasco, Hood River and Sherman Counties.**

- **To approve the release between Wasco County and Hood River.**
- **To approve the Consent Agenda: 4/1/2020 Regular Session Minutes.**
- **To approve Order 20-032 in the matter of authorizing the County Administrative Officer to expend and commit County resources during an emergency until a meeting of the Board can be convened.**

**CONSENSUS**

- **To send a letter of support for the e-tractor pilot project.**

Wasco County  
Board of Commissioners



\_\_\_\_\_  
Scott C. Hege, Board Chair



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Kathleen B. Schwartz, Vice-Chair



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Steven D. Kramer, County Commissioner



## DISCUSSION LIST

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[CAFFA GRANT](#) – Jill Amery

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[XTR VALUE SERVICES AGREEMENT](#) – Jill Amery

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[TRI-COUNTY MENTAL HEALTH BOARD RATE IGA](#) – Scott Hege

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[OWEB LAND ACQUISITION COMMENTS](#) – Angie Brewer

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[E-TRACTOR INITIATIVE LETTER OF SUPPORT](#) – Steve Kramer

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[BUILDING CODES UPDATES](#) – Mike Middleton

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## DISCUSSION ITEM

### CAFFA Grant

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[STAFF MEMO](#)

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[ASSESSMENT AND TAXATION ORGANIZATIONAL CHART](#)

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[CHART OF ASSESSMENT AND TAX DUTIES CARRIED BY OTHER DEPARTMENTS](#)

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[GRANT APPLICATION](#)

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[MOTION LANGUAGE](#)

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## MEMORANDUM

**SUBJECT: CAFFA Grant (County Assessment Function Funding Assistance Grant)**

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TO: BOARD OF COUNTY COMMISSIONERS

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FROM: JILL AMERY

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DATE: 3/27/2020

### **BACKGROUND INFORMATION:**

The County Assessment Function Funding Assistance Program is an annual funding program through the Oregon Department of Revenue that provides financial assistance to Counties to carry out their statutory duties to administer the property tax system on behalf of our taxing districts.

#### CAFFA History

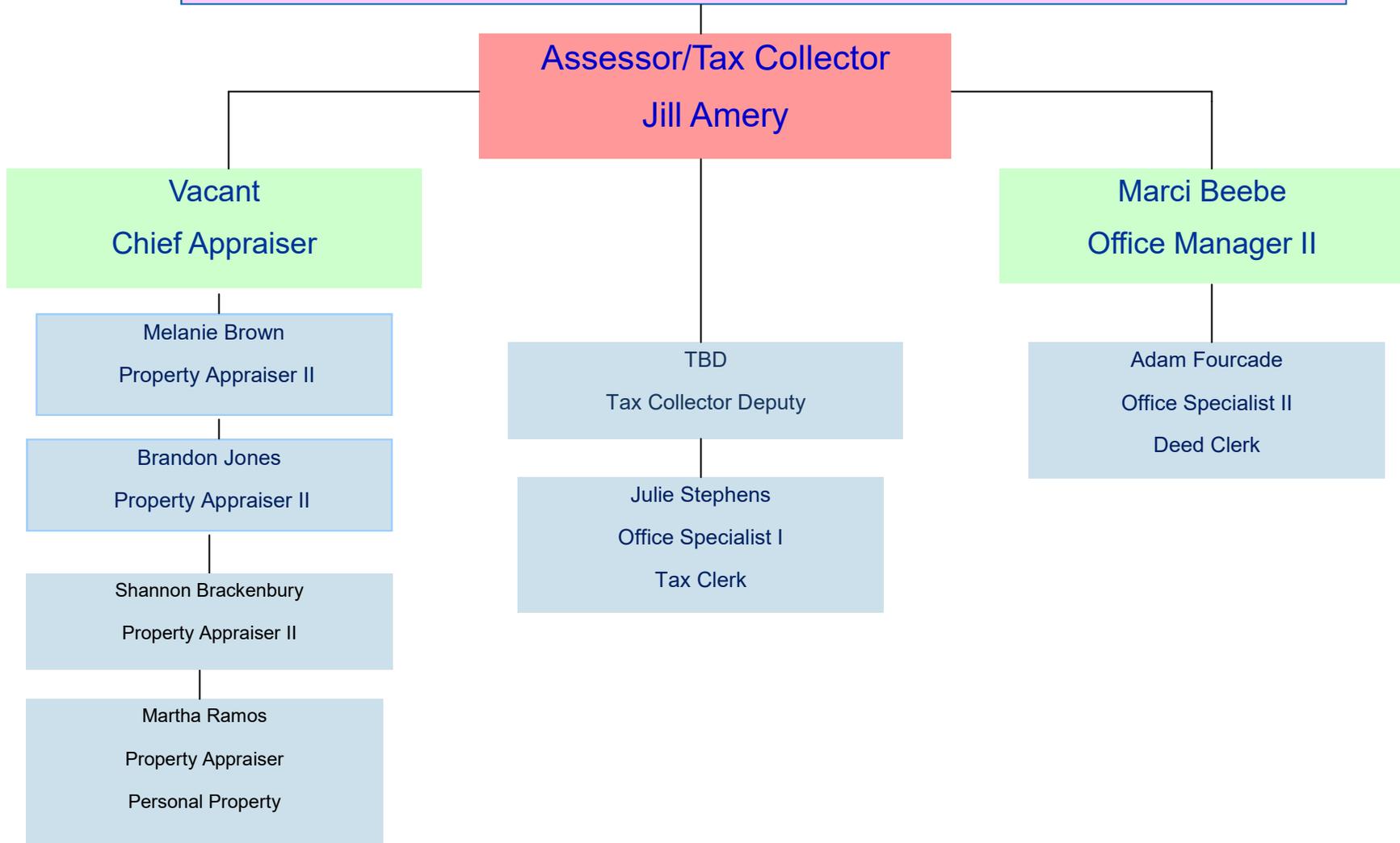
In the 1980's Counties could not maintain Real Market Values, maintain minimum service levels and the then mandated six year appraisal cycle could not be maintained. The property tax system was in jeopardy of disintegration. House Bill 2338 was enacted, creating the CAFFA grant in 1989 to provide additional funding for approved A & T programs by increasing delinquent interest and recording fees.

Functional areas of approved A & T expenditures are as follows:

- Assessment administration
- Assessment valuation
- Clerk/Board of Property Tax Appeals
- Tax collection and distribution
- Cartography and GIS Administration
- A & T data processing

The request before you is our Fiscal Year 2020-21 funding request. Total cost to administer the Assessment & Tax Program is \$1,209,405. The grant funds are requested and allocated on a state wide pro rata basis but have been reimbursed in the neighborhood of 15%, resulting in an estimated amount of \$181,000 +/- to come back to Wasco County.

# Department of Assessment & Taxation 2020-21



**FTE = 9.2 Equivalent**

# Assessment & Tax Duties

## Wasco County Clerk

Lisa Gambée 0.12 fte  
Wasco Co Clerk

Chrissy Zaugg 0.01 fte  
Chief Clerk Deputy/BOPTA  
Clerk

## County Treasurer/ Finance

Elijah Preston 0.2 fte  
Treasurer

John Hay 0.65 fte  
Office Specialist/Treasury

## Information Services Cartography

Paul Ferguson 0.10 fte  
IS Director

Tyco Granville 0.40 fte  
GIS Coordinator

Jamie Rathmell 0.10 fte  
GIS Analyst

Andrew Burke 0.30 fte  
DBA/Programmer Analyst

Kyle Warwick 0.10 fte  
Information Service Tech

**FTE = 1.98**



# Form 1 Grant Application Staffing

**2020-2021**

	<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>County</b> <u>WASCO</u>	<b>Approved FTE current year (2019-20)</b>	<b>Budgeted FTE coming year (2020-21)</b>	<b>Change (Column 2 less Column 1)</b>
<b>A. Assessment administration</b>			
Assessor, deputy, etc. ....	0.60	0.60	0.00
Assmt. support staff, deed clerks and data entry staff	1.90	1.90	0.00
Total assessment administration staff .....	2.50	2.50	0.00
<b>B. Valuation and appraisal staff</b>			
Chief appraisers/appraiser supervisor .....	0.90	0.90	0.00
Lead appraisers .....	0.00	0.00	0.00
Residential appraisers .....	2.45	2.45	0.00
Commercial/industrial appraisers .....	0.30	0.30	0.00
Farm/forest/rural appraisers.....	0.40	0.40	0.00
Manufactured structure/floating structure appraisers	0.15	0.15	0.00
Personal property appraisers.....	0.40	0.40	0.00
Personal property clerks.....	0.00	0.00	0.00
Sales data analyst.....	0.15	0.15	0.00
Data gatherers and appraisal techs.....	0.00	0.00	0.00
Total valuation and appraisal staff .....	4.75	4.75	0.00
<b>C. Board of Property Tax Appeals (BoPTA)</b>	0.13	0.13	0.00
<b>D. Tax collection and distribution administration</b>			
Administration, deputy, etc.....	0.45	0.49	0.04
Support and collection .....	1.72	1.77	0.05
Tax distribution .....	0.53	0.53	0.00
Foreclosure and garnishment.....	0.10	0.10	0.00
Total tax collection and distribution .....	2.80	2.89	0.09
<b>E. Cartography and GIS administration</b>			
Cartographic/GIS supervisor.....	0.40	0.40	0.00
Leadcartographers .....	0.00	0.00	0.00
Cartographers.....	0.00	0.00	0.00
GIS specialists.....	0.10	0.10	0.00
Total cartographic and GIS staff .....	0.50	0.50	0.00
<b>F. Dedicated IT services for A&amp;T</b>	0.50	0.50	0.00
<b>G. Total assessment and taxation staffing</b>	11.18	11.27	0.09



## Form 2 Explanation of Staffing Issues

2020-2021

County WASCO

In this section, explain any difference between approved staffing for the current year and staffing for the budgeted year. Explain why any funded positions were unfilled for the current year. Use this form to describe the intended use of nonpermanent workers (temporary help, project temporaries, and contractors) by A&T function, along with their cost. Note any special or unique aspects regarding who accomplishes the work and how they accomplish it related to Forms 4, 5, and 6. For example, if you use staff to perform personal property functions, other than those reported on Form 1, Section B, note that here and include the FTE.

Staffing has stabilized over the last few years with new hires and reorganization. We continue to evaluate our processes for efficiencies with each season. As a department we have found our stride in work flow and efficiencies as a team.

There is a slight increase in administration of tax with roles and responsibilities changing.

An increase of .04 FTE for seasonal assistance as the tax deputy will return from a June 30, 2020 retirement to assist with training during seasonal work to train new staff. An estimate of a two week period over the coming budget year is planned.

We are currently recruiting for the Chief Appraiser position. There has been little response to the vacancy and with the current state of emergency this has not been a priority. We will resume recruiting as soon as possible.

Form 5 note; tax collection is a combined roll and function with Assessment Functions, we are a dual role office.



# Form 3 General Comments

2020-2021

County WASCO

Use this form to describe any issue in your budget that needs further clarification. Examples include significant changes on Form 7, purchase of a new data processing system, salary increases, new car purchases, personnel services, costs for mapping, etc. You can also use this form to document any miscellaneous comments about this grant application.

As we plan for the coming year our focus continues to be on improving data integrity, process improvement and education/training. We are vetting new Assessment & Tax Software currently and hope to be committing to a new system very soon. This along with the current Pandemic, we will most likely perform a fraction of reappraisal for the coming season. We will focus on preparing our data and systems for conversion again.

In addition to major software changes, our IGA for IT/Database Support is coming to an end at the initiation of the providing party. We are currently shopping for a replacement support team until we can transition away from the current system. This new team would also be an intricate part of the new conversion for data transfer.

We completed the AS400 data transition this year to a sequel based version to retain our data. We did not implement E Statements this year with the software and IGA Service Agreement changes approaching, it didn't make sense to implement a new process simply to turn around and re-implement it again with the new system.

As stated previously, our Lockbox services have also been terminated at the initiation of the financial institution. We have narrowed our options to transition to a new Lockbox Service for the time being. Our ORMAP Remapping Project continues to make headway in updating our mapping system. We are training an employee in the Surveyor's office to take on the mapping portion of this work internally. This will be beneficial to this system as this technology continues to play a large roll in the identification of properties in Wasco County which assists us in carrying out our statutory duties of assessment and taxation.

We are committed to providing quality data to our customers in new and innovative ways. All of these changes will allow us to focus on data integrity and the quality of service we provide to our customers.



# Form 4 Valuation and Appraisal Resources

**2020-2021**

County <u>WASCO</u>	Number of accounts by activity		Number of FTE by activity	
	Actual (2019-20)	Estimated (2020-21)	Actual (2019-20)	Estimated (2020-21)
<b>Activities</b>				
<b>1. Real property exceptions, special assessments and exemptions</b>				
New construction.....	1,071	1,000	0.65	1.50
Zone changes.....	0	0	0.00	0.00
Subdivisions, segregations, and consolidations..	119	140	0.03	0.15
Omitted properties .....	0	0	0.00	0.00
Special assessment qualification and disqualification	26	30	0.20	0.15
Exemptions.....	6	8	0.10	0.10
Subtotal.....	<u>1,222</u>	<u>1,178</u>	<u>0.98</u>	<u>1.90</u>
<b>2. Appeals and assessor review</b>				
Assessor review and stipulations .....	37	35	0.09	0.10
BOPTA .....	22	20	0.09	0.10
Department of Revenue.....	0	0	0.00	0.00
Magistrate Division of the Oregon Tax Court.....	4	5	0.20	0.05
Regular Division of the Oregon Tax Court .....	0	0	0.00	0.00
Subtotal.....	<u>63</u>	<u>60</u>	<u>0.38</u>	<u>0.25</u>
<b>3. Real property valuation</b>				
Physical reappraisal.....	1,030	500	2.14	0.50
Recalculation only—no appraisal review .....	16,509	16,650	0.40	0.50
Subtotal.....	<u>17,539</u>	<u>17,150</u>	<u>2.54</u>	<u>1.00</u>
<b>4. Business personal property (returns mailed) .....</b>	<u>1,200</u>	<u>1,175</u>	<u>0.10</u>	<u>0.10</u>
<b>5. Ratio .....</b>			<u>0.50</u>	<u>0.30</u>
<b>6. Continuing education .....</b>			<u>0.20</u>	<u>0.20</u>
<b>7. Other valuation—appraisal activity .....</b>			<u>0.05</u>	<u>1.00</u>
<b>8. Total valuation and appraisal staff (FTE) .....</b>			<u>4.75</u>	<u>4.75</u>



# Form 5 Tax Collection and Distribution Work Activity

**2020-2021**

County WASCO

**Number of accounts  
by activity**

Actual (2019-20)	Estimated (2020-21)
---------------------	------------------------

<b>1. Number of accounts requiring roll corrections</b>		
Business personal property .....	15	10
Personal property manufactured structures .....	5	3
Real property .....	53	45
<b>2. Number of accounts requiring a refund</b>		
Business personal property .....	8	10
Personal property manufactured structures .....	6	8
Real property .....	165	175
<b>3. Number of delinquent tax notices sent</b>		
Business personal property .....	40	45
Personal property manufactured structures .....	384	385
Real property .....	1,167	1,200
<b>4. Number of foreclosure accounts processed</b>		
Real property only .....	60	65
<b>5. Number of accounts issued redemption notices</b>		
Real property only .....	16	18
<b>6. Number of warrants</b> .....	115	120
<b>7. Number of garnishments</b> .....	0	0
<b>8. Number of seizures</b> .....	0	1
<b>9. Number of bankruptcies</b> .....	30	35
<b>10. Number of accounts with an address change processed</b> .....	952	1,000
<b>11. How many second trimester statements do you mail?</b> .....	2,455	
<b>12. How many third trimester statements do you mail?</b> .....	2,091	
<b>13. Does the county contract for lock box service?</b> .....	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>14. Does the county use in-house remittance processing?</b> .....	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>15. Is tax collecting combined with another county function?</b> .....	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, describe that function on Form 2.		



**Form 6**  
**Assessment and Administrative**  
**Support and Cartography**  
**Work Activity**

**2020-2021**

County WASCO

**Assessment and administrative support  
work activity**

	<u>Numbers by activity</u>	
	<u>Actual (2019-20)</u>	<u>Estimated (2020-21)</u>
1. Number of deeds worked .....	<u>696</u>	<u>850</u>

**Cartography work activity**

	<u>Numbers by activity</u>	
	<u>Actual (2019-20)</u>	<u>Estimated (2020-21)</u>
1. Number of new tax lots .....	<u>151</u>	<u>250</u>
2. Number of lot line adjustments .....	<u>16</u>	<u>15</u>
3. Number of consolidations .....	<u>5</u>	<u>6</u>
4. Number of new maps .....	<u>42</u>	<u>45</u>
5. Number of tax code boundary changes .....	<u>1</u>	<u>2</u>



# Form 7 Summary of Expenses

**2020-2021**

County WASCO

	<b>A.</b>	<b>B.</b>	<b>C.</b>	<b>D.</b>	<b>E.</b>	<b>F.</b>	
<b>Current operating expenses</b>	Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography*	Dedicated IT services for A&T	<b>Totals</b>
1. Personnel services	200,263	366,019	19,276	171,557	48,525	47,585	853,225
2. Materials and services	5,387	18,765	1,746	32,436	15,000	157,058	230,392
3. Transportation	750	2,000	0	250	0	0	3,000
4. Total current operating expenses (Total direct expenses)	206,400	386,784	21,022	204,243	63,525	204,643	1,086,617

\* Include approved grant funding for ORMAP

**Indirect expenses**

5. Total direct expenses (line 4) .....	1,086,617
6. If you use the 5 percent method to calculate your indirect expenses, enter 0.05 in this box. ....	0.05
<b>Total indirect expenses</b> (line 5 multiplied by line 6) .....	54,331
6A. If you use a percent amount approved by a federal granting agency to calculate your indirect expenses, enter that percentage in this box.....	0.00000
<b>Total indirect expenses</b> (line 6A multiplied by the direct expense amount for the category/categories that your certificate allows)	0
7. <b>Total indirect expenses</b> .....	54,331

**Capital outlay**

	Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography	Data Processing Support (IT, AT)	<b>Total capital outlay without regard to limitation</b>
8. Enter the actual capital outlay without regard to limitation.	0	0	0	0	0	709,000	709,000
9. Total direct and indirect expenses (sum of lines 4 and 7) .....							1,140,948
10. Direct and indirect expenses multiplied by 0.06 .....							68,457
11. The greater of line 10 or \$50,000.....							68,457
12. Capital outlay (the lesser of line 8 or line 11) .....							68,457
13. Total expenditures for CAFFA consideration (sum of lines 4, 7, and 12).....							1,209,405

# Form 8

## Grant Application Resolution

WASCO \_\_\_\_\_ County is applying to the Department of Revenue to participate in the County Assessment Function Funding Assessment Program.

This state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

WASCO \_\_\_\_\_ County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. The County is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and all requiring equity and uniformity in the system of property taxation.

WASCO \_\_\_\_\_ County agrees to appropriate budgeted dollars based on 100 percent of the expenditures certified in the grant application. The total expenditure amount for consideration in the grant is \$1,209,405. If 100 percent isn't appropriated, no grant shall be made to the county for each quarter in which the county is out of compliance.

**The County designates** the following individual as the contact for this grant application.

<u>JILL FILLA AMERY</u>	<u>(541) 506-2512</u>	<u>jilla@co.wasco.or.us</u>
Name	Phone	Email

### County Approval

By selecting the "I Accept" checkbox, you are signing this Resolution electronically and certifying the Resolution has been approved by the board. You agree your electronic signature is the legal equivalent of your manual signature.

I Accept

<u>SCOTT HEGE</u>	<u>BOARD OF COUNTY COMMISSIONER CHAIR</u>	_____
Chair/Judge or Appointee	Title	Sign Date

## RACIAL AND ETHNIC IMPACT STATEMENT

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

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

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

Indicate all that apply:

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

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

Indicate all that apply:

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

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

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

I HEREBY CERTIFY on this 15 day of April, 2020, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Printed Name: N/A

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



## **MOTION**

**SUBJECT: CAFFA Grant Application**

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I move to approve the 2020-21 County Assessment Function Funding Assistance Grant Application.



## DISCUSSION ITEM

### XTR Value Services Agreement

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[STAFF MEMO](#)

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[ORDER 20-031 SOLE SOURCE PROCUREMENT](#)

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[XTR VALUE AGREEMENT](#)

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[LANE COUNTY TERMINATION AMENDMENT](#)

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[MOTION LANGUAGE](#)

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## MEMORANDUM

**SUBJECT: Replacement Ascend/ProVal Support Service Contract**

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TO: BOARD OF COUNTY COMMISSIONERS

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FROM: JILL AMERY

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DATE: APRIL 7, 2020

### **BACKGROUND INFORMATION:**

Lane County has initiated discontinuing the Inter-Governmental Agreement for Ascend and ProVal support services to the Eastern Oregon Consortium Counties. This is a specialized service that smaller counties have difficulty managing, this is how the Consortium came about. The smaller Eastern counties do not have the FTE, expertise or most often the budget to handle these services in house.

We have located a company that is offering these support services to the remaining counties. This team is well versed in the Assessment & Tax world both nationally and internationally. The staff all has more than 20 years' experience, one having participated in developing the valuation system ProVal that we currently use. This team is uniquely qualified to support Wasco Counties needs at a fair and competitive price similar to the original pricing structure of the Lane County IGA. I would ask Wasco County Board of Commissioners to approve the support service contract with XTR Value Service, LLC, to begin May 1, 2020.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF AUTHORIZING WASCO COUNTY TAX AND ASSESSMENT TO CONTRACT WITH XTR VALUE SERVICES, LLC FOR SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR ASSESSMENT AND TAXATION SOFTWARE THROUGH A SOLE-SOURCE PROCUREMENT

**ORDER #20-031**

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

WHEREAS, Wasco County is in undertaking the intensive process of exploring options for new software ("Software") to replace its current property tax software; and

WHEREAS, the conversion to the new Software is expected to take place over the course of approximately eighteen (18) to twenty- four (24) months once a vendor is selected and a contracts signed; and

WHEREAS, Wasco County's current software provider does not offer direct software support services; and

WHEREAS, currently, Lane County contracts with Wasco County through an Intergovernmental Agreement ("IGA") to provide Wasco County software support services; and

WHEREAS, Lane County has informed Wasco County that it will no longer be able to continue software support services pursuant to the IGA; and

WHEREAS, Lane County has recommended a service vendor that would be capable of providing interim software services until the conversion to the Software is complete; and

WHEREAS, the Wasco County Assessor has searched for other interim software support service providers, and have found only one; and

WHEREAS, Wasco County has identified XTR Value Services, LLC ("XTR") as the only provider to provide software maintenance and support services for assessment and taxation software for the following reasons: (1) use of the XTR software services promotes the efficient utilization of Wasco County's existing goods because XTR will be providing services that are substantially similar to the services previously provided to Wasco County through the IGA with Lane County; (2) XTR has retained an employee previously employed by Lane County that will be responsible for overseeing the work provided to Wasco County and that employee has specialized, expert knowledge specific to Oregon tax and assessment; (3) Lane County has identified and recommended XTR to Wasco County, Wheeler County and Crook County as a qualified provider and Wheeler and Crook County plan to contract with XTR to provide software maintenance and support services; and (5) there is no other government entity or private corporation similarly situated to perform software maintenance and support for assessment taxation software to Wasco County; and

WHEREAS, Wasco County has adopted its own rules of public contracting pursuant to ORS 279A.065(6) ("Rules"); and

WHEREAS, Rule 19 provides that Wasco County may award a contract without competition as a sole-source procurement when the Board determines in writing that the goods or services, or classes of goods or services, are available from only one source; and

WHEREAS, Rule 19 provides that a Contracting Agency may award a contract for goods or services without competition if the Contracting Agency determines that the goods or services are available from only one source.

**NOW, THEREFORE, THE WASCO COUNTY BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:**

1. After thorough review, Wasco County has identified XTR as the only provider of software services uniquely qualified to provide interim support to Wasco County until the conversion to the Software is complete.
2. Use of the XTR software services promotes the efficient utilization of Wasco County’s existing software because the services to be provided are substantially similar to the services previously provided by Lane County.
3. Using the same software services as Wheeler and Crook counties will allow Wasco County to participate in training and studies that Wheeler and Crook may require and participate in from time to time, which will promote efficiency and provide cost savings to Wasco County.
4. For the foregoing reasons, the Wasco County Board of Commissioners finds that a sole-source procurement for these software and maintenance support services is authorized by Rule 19 and ORS 279B.075.

DATED this 15<sup>th</sup> day of April, 2020.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Kristen Campbell, County Counsel

\_\_\_\_\_  
Scott C. Hege, Commission Chair

\_\_\_\_\_  
Kathleen B. Schwartz, Vice-Chair

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

**MASTER AGREEMENT FOR LICENSED  
SOFTWARE, HARDWARE, AND SERVICES**

Effective as of the date that this Agreement is last signed by either party (the "Effective Date").

By and Between	And
<b>XTR VALUE SERVICES, LLC</b> P.O. Box 232 South Vienna, Ohio 45369  ("XTR")	_____ COUNTY, _____  ("Customer")
Attention: Samuel J. Wilkins Telephone No: (877) 987-2387 Fax No.: (888) 699-2780 E-mail Address: <a href="mailto:Sam@XTRValueServices.com">Sam@XTRValueServices.com</a>	Attention: Telephone No.: Fax No.: E-mail Address:

This Master Agreement for Software, Hardware, and Services sets forth the terms and conditions under which XTR shall license the software programs, sell the hardware, and/or provide the support and other services described in the attached Schedules N/A and all future Schedules that reference the Master Agreement No. OR2020.03.01.001. The term "Agreement" means this Signature Page, the attached General Terms and Conditions, and all Schedules attached hereto or subsequently signed by the parties.

The parties have executed this Agreement as of the dates set forth below their respective signatures.

**XTR**

**Wasco County Board of Commissioners**

Signed this 15<sup>th</sup> Day of April, 2020

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Scott C. Hege, Chair

\_\_\_\_\_

By: \_\_\_\_\_  
Kathleen B. Schwartz, Vice-Chair

Its: \_\_\_\_\_  
(Typed or Printed Position)

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

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

Witnessed: \_\_\_\_\_  
Kathy Clark, Executive Assistant

Witnessed: \_\_\_\_\_  
(Signature)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
Kristen Campbell, County Counsel



## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS.

As used in this Agreement:

**"Acceptance"** shall have the meaning set forth in Section 3.3.2.

**"Compliance Update"** means a change made to the Software to reflect a mandated change in an applicable Law.

**"Computer System"** means the digital computer processor(s), random access memory, disk subsystem, network software, Database Software, operating system software, and other hardware or software components or programs that are used in conjunction with the Hardware and/or Software.

**"Customization"** means any improvement, derivation, extension or other change to the Software made by XTR at the request of Customer, including any that result from the joint efforts or collaboration of XTR and Customer. XTR may, from time to time and in its sole discretion, incorporate Customizations into the Software as "Enhancements."

**"Database Software"** means relational database management systems (RDMS), such as Microsoft SQL Server, Oracle, or similar Third-Party Software that is utilized by the Software to store Customer data on a disk sub-system as part of the operation of the Software.

**"Designated Processor"** means the computer processing device that provides the primary control for the interpretation and execution of the Software and is designated on the applicable Schedule or, if not so identified, on which the Software is initially installed or, if a software activator device is required, the computer processing device within which the software activator is properly installed.

**"Documentation"** means any standard operator and user manuals, product specifications, glossary, index, training materials, and other similar materials generally made available and provided by Aumentum Technologies for use with the Software.

**"End User"** means the Customer or any employee(s), affiliate(s), agent(s), representative(s), or any other person under the direction or control of the Customer that uses the Software to perform certain functions or tasks as required by the Customer.

**"Enhancement"** means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application. XTR may, in its sole discretion, designate an Enhancement as minor or major.

**"Error"** means any failure of the Software to conform in any material respect to the functional specifications contained in the Documentation, as published from time to time by the software vendor.

**"Error Corrections"** means a modification or an addition that, when made or added to the Software, establishes material conformity of the Software to the Documentation, or a procedure or routine that, when implemented in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity.

**"Hardware"** means the Computer System components and equipment, other than the Database Software, Software, and Third-Party Software as listed in the applicable schedule.

**"Implementation Plan"** means a detailed description of the tasks to be performed by each party in connection with the implementation of the Software, the deliverables for each task, and the commencement and completion dates for each task.

**"Installation"** means all preparation, processing, and other tasks necessary to install the Database Software, Software, or Third-Party Software on the Designated Processor to make it operational.

**"Installation Date"** means the date on which XTR completes Installation of the Hardware at a location specified by Customer, or of the Software or Third-Party Software on the Designated Processor or, in the case where Customer requests or causes a material delay in the performance of installation, the date set forth in the Implementation Plan for commencement of installation (if for Hardware) or software install (if for Software or Third-Party Software).

**"Law"** means any state, county, or local statute, law, ordinance, or code applicable to a party in the performance of its obligations under this Agreement.

**"Minimum Requirements"** means the minimum requirements for the Computer System as set forth on the associated Schedules. The Software may operate on a Computer System that is below the Minimum Requirements, but such operation is not warranted by XTR.

**"Notice of Completion"** means: (a) if XTR is to provide implementation services, a written notice from XTR stating that installation and implementation of all Hardware, Software, and/or Third-Party Software at Customer's site has been completed and has been delivered.

**"Professional Services"** means any Installation, Implementation Service(s), Software configuration, training, consulting, Support Service(s), Customization, and other similar service(s) performed by XTR under the terms of this Agreement.

**"Project Management"** means the process of planning, scheduling, and controlling certain activities in order to meet project objectives.

**"Release"** means an adaptation of the Software denoted by the numbers to the left of the right decimal point (as compared to a change in the number to the right of the right decimal point). For example, 9.05.00 and 9.05.01 are the same Release but different Versions; 9.05.00 and 9.06.00 are two different Releases. Releases include major Enhancements and the incorporation of any Version developed after the Release immediately preceding the most current Release.

**"Schedule"** and **"Schedules"** shall have the meanings set forth in Section 2.1.

**"Seat"** means a unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.

**"Site"** means a single physical location and single database for which the Software is licensed. The number of Sites for which Customer is licensed to use the Software shall be specified in the applicable Schedule.

**"Software"** means the software program(s) (in object code format only) identified on the applicable Schedule, and includes Error Corrections, Compliance Updates, Statutory Reports, and new Versions and Releases of such program(s) that may be provided under this Agreement. The term "Software" excludes any Third-Party Software.

**"Software Modification"** has the same meaning as "Customization" if made at the request of Customer under the terms of this Agreement, and as "Enhancement" when made by XTR as part of the development or enhancement of the Software or Third-Party Software.

**"Software Vendor"** for purposes of this agreement represents Aumentum Technologies, owner and licensor of the ProVal and Ascend product.

**"Statutory Reports"** means those reports provided by Aumentum Technologies that must be: a) automated compiled data reports (not forms, transmittals, cover letters, or correspondence. b) specifically mandated by State Law (not optional or desirable.). c) have all data content and format described in complete detail by mandating authority and d) all report data content must already be contained within the



ProVal and Ascend standard database by means of in-scope data conversion and/or generated by standard application features.

“**Support Services**” shall have the meaning set forth in Section 5.1.

“**Test Period**” means the thirty (30) day period following (a) Customer’s receipt of the Notice of Completion or (b) in the case where Customer requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of acceptance testing.

“**Third-Party Software**” means any third-party software program(s) provided to Customer under this Agreement and listed on the applicable Schedule.

“**Version**” means a new adaptation of the Software that includes minor Enhancements, Error Corrections, and/or Compliance Updates, which is indicated by a different number to the right of the right decimal point. For example, 9.05.00 and 9.05.01 are different Versions of Release 9.05.

“**Web Hosting**” means providing the infrastructure, such as the hardware, software, and communication lines necessary to enable a computer system to communicate with a designated server.

## 2. SCHEDULES.

2.1 **Schedule(s).** XTR shall perform the services and optionally provide hardware as described in the schedules designated on the Signature Page and such additional schedules as the parties may execute from time to time (individually and collectively referred to as the “Schedule” and “Schedules”).

2.2 **Conflicting Terms.** Each Schedule shall be a part of and governed by the terms and conditions of this Agreement. If there is a conflict between these General Terms and Conditions and any Schedule, the terms of the Schedule shall control unless otherwise noted in any Schedule.

## 3. SOFTWARE LICENSE.

3.1 If Software License is provided to Customer under this Agreement, XTR shall coordinate delivery of the Software to Customer. XTR shall deliver all Software to Customer FOB Customer’s location.

3.2 **Grant.** XTR is not owner of ProVal and Ascend software nor does XTR maintain source code directly or indirectly with software vendor. XTR is an independent services provider and as such, software license must be negotiated directly between software vendor and customer.

### 3.3 Acceptance Testing.

3.3.1 During the Test Period, Customer may test the Software to verify that it conforms in all material respects to the Documentation. If the Software does not so conform, Customer shall promptly notify XTR in writing, and XTR shall work diligently to correct all nonconformities free of charge to Customer. If after a reasonable period of time XTR is unable to correct nonconformity in the Software, Customer may, as its sole and exclusive remedy, return the Software and Documentation to XTR and receive a refund of any payments received for the license fee.

3.3.2 The Software shall be considered accepted for all purposes (“Acceptance”) upon the earlier of: (a) notification by Customer that the Software is in compliance; (b) expiration of the Test Period if Customer fails to notify XTR of any material nonconformity during that period; or (c) use of the Software by Customer for any purpose other than testing.

### 3.4 Scope of Rights. Customer may:

3.4.1 Per software vendor agreement, install the Software on the Designated Processor and may, upon prior written notice to software vendor and XTR, move the Software to a different processor, or, in the event of a disaster, run the Software on a back-up processor.

3.4.2 Per software vendor agreement, if the Software is licensed on a Seat basis, use and execute the Software only on the licensed number of Seats designated on the applicable Schedule. Unless otherwise provided on the applicable Schedule, Customer must purchase a license for each Seat that has access to the Software.

3.4.3 Per software vendor agreement, if the Software is licensed on a Site basis, use and execute the Software only in connection with the operations of the Site(s). Unless otherwise provided in the applicable Schedule, Customer must purchase a license for each site for which the Software is used.

3.4.4 Per software vendor agreement, make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) software vendor’s copyright and other proprietary legends are reproduced on each copy. Customer shall keep appropriate records of the number and location of all copies and make such records available to software vendor or XTR upon request. All copies that are made by Customer shall be the property of software vendor.

3.4.5 Make copies of the Documentation for Customer’s internal use only, provided that XTR’s copyright and other proprietary legends are reproduced on each copy.

3.5 **Restrictions.** In addition to other restrictions set forth in this Agreement and software vendor agreement, Customer may not:

3.5.1 Use, copy, modify, or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription, or merged portion thereof except as expressly authorized under this Agreement;

3.5.2 Use the Software for any purpose for the benefit of any third party (including anybody of government other than the entity that executes this Agreement) in a commercial, retail, service bureau, or similar enterprise;

3.5.3 Translate, reverse engineer, decompile, recompile, update, enhance, or create derivations of all or any part of the Software, or merge any Software with any other software or program, including, without limitation, the structure and sequence of any database and/or database files, including those created by Customer under this Agreement; or

3.5.4 Without prior written approval of software vendor, modify or manipulate the data maintained in the standard database structure schema that is documented as part of the Software, except by those provided in the Software.

3.5.5 Without prior written approval of software vendor, modify, extend, or add tables, including, without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for Customer under this Agreement; or

3.5.6 Remove the labels or any proprietary legends from the Software or its Documentation.

3.6 **Title.** Software vendor reserves all rights not expressly granted to Customer hereunder. Customer understands that the license granted herein transfers neither title nor proprietary rights to Customer with respect to the Software or Documentation. Any data supplied by Customer shall remain the property of Customer.

3.7 **Right to Audit.** XTR or software vendor shall have the right, within ten (10) days of XTR or software vendor’s written request, during normal business hours and at times mutually agreed upon by XTR or software vendor and Customer, to audit Customer’s use of the Software to monitor compliance with this Agreement. If an audit reveals that Customer has exceeded the restrictions on use, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to software vendor and/or XTR of the underpayment.

3.8 **Third-Party Software.** Customer acknowledges and agrees that each Third-Party Software product is the property of the respective



third-party owner or licensor and that Customer has no right or title, nor will it assert any right or title, in the same except as expressly granted in writing by the terms and conditions of such third-party license or purchase agreement. All Third-Party Software provided to Customer under this Agreement shall be used only in accordance with the applicable license agreement from the third-party owner or licensor.

**3.9 Tools; Customizations.** Customer shall not have any right to independently make such changes to the underlying code of the Software. Customer may develop, and shall retain ownership of, hooks, interfaces, or similar tools for use with the Software, provided that the hook, interface, or tool does not use any part of the Software or require any modification or alteration of the underlying code of the Software. XTR shall own all right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

#### 4. HARDWARE.

**4.1 Delivery.** If Hardware is provided to Customer under this Agreement, XTR shall coordinate delivery of the Hardware to Customer. XTR shall deliver all Hardware to Customer FOB Customer's location.

#### 5. SUPPORT SERVICES.

**5.1 Scope.** Provided that Customer is current in the payment of the applicable support fee, XTR shall provide the following Assessment, Appraisal and Administrative support services (collectively referred to as "XTR Support Services"):

**5.1.1 Telephone Support.** When customer chooses to use XTR phone Support Services, customer shall make reasonable efforts to first provide XTR with an email and/or submit a ticket into support issue tracking system describing the issue they need support on. XTR will be available from 8:00 a.m. to 5:00 p.m. local Customer time, Monday through Friday, excluding the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve, and Christmas Day. XTR may from time to time amend its holiday schedule upon at least sixty (60) days' prior notice to Customer.

**5.1.2 Support Tracking Software.** If support issue tracking software is used, then XTR and customer will conduct and manage issues through this system.

**5.1.3 Error Corrections.** XTR will work with customer in response to any Errors reported by Customer which are specific to the data, configuration and software usability. Customer will work with their software vendor in instances where ProVal and Ascend software and data requires alteration.

**5.1.4 Compliance Updates.** XTR shall exercise due diligence and work with software vendor per software vendor's requesting a timely manner with Compliance Updates, provided that Customer actively monitors changes in applicable laws and provides XTR and software vendor with timely written notification of such changes. Customer understands and agrees that software vendor and XTR's ability to meet its obligations under this Section 5.1.4 is contingent upon publication of the change by the applicable regulatory agency and notification to software vendor and XTR in a manner that provides XTR sufficient time to prepare and distribute the Compliance Update before the effective date of the change. XTR shall not be responsible for and assumes no liability for any failure by any agency to provide sufficient advance notice of any change or any errors or omissions contained in any information provided by any agency. Some compliance updates may require additional technical effort or related services by XTR. In such case, those updates will be subtracted from the annual XTR software support services fees.

**5.1.5 Versions.** XTR shall not be involved in the upgrade or migration of customer environment or database due to releases of new Versions of the Software from the software vendor. Customer understands that its implementation of a new Version may require Customer to upgrade its Computer System and therefore must

maintain a current support and maintenance agreement with software vendor

#### 5.2 Tasks and Responsibilities XTR Supports.

- Certification Process
  - Certification Database Backups
  - Pre-checks
  - Balancing queries and reports
- SAL Reports
  - Pre-checks
  - Balancing queries and reports
  - SAL reports
- June 30th
  - Report generation
  - Microfilm/fiche generation
  - Scripting
- Custom Reports
- Tax Statement generation
  - Printer office integration
  - Customized features (i.e. OCR code for Crook County RemitPLUS integration)
  - Microfilm/fiche generation
- Data Extracts & public info requests
- Ascend/ProVal upgrades, patching and support
- Desktop Support stuff
  - Ascend/ProVal Installs and troubleshooting
- GIS map maintenance data
  - Queries and SQL tasks to provide assessor data to GIS map maintenance
- Database Servers
  - Backups, restores and maintenance tasks

#### 5.3 Customer Obligations.

**5.3.1** Customer shall designate one or more persons, depending on the size and complexity of Customer's application, through whom requests by Customer for Support Services shall be made. XTR shall not be required to accept calls or requests from anyone other than a designated contact person. Customer may change its designated contact person at any time upon notice to XTR.

**5.3.2** Customer shall implement and follow the reasonable written instructions of XTR regarding operation of the Software.

**5.3.3** Customer shall purchase, install, and maintain a Computer System that complies with the Minimum Requirements as specified by the Software Vendor.

**5.3.4** Customer must provide Read Only access to their production system.

**5.3.5** Customer must provide Read, Write and update access to their Test system.

**5.3.6** Customer must provide remote access to a computer with ProVal and Ascend installed and connected to supported environment(s).

**5.4 Third-Party Software Support.** XTR shall provide Customer with telephone assistance for the Third-Party Software during the hours set forth in Section 5.1.1. If XTR is unable to resolve a problem with the Third-Party Software, it shall contact the appropriate vendor on Customer's behalf and coordinate and monitor correction efforts by the vendor.

**5.5 Hardware Maintenance.** XTR may provide maintenance services for Hardware or third-party hardware and equipment as set forth in the applicable Schedule ("Hardware Maintenance"). Hardware Maintenance shall not include standard supplies such as ribbons, paper, forms, media, print heads, toner, or laser drums. XTR is not responsible or liable for any problems associated with Customer's installation or use of any third-party hardware, equipment, or system or application software not purchased by Customer from Software Vendor or XTR or the attachment of third-party hardware or equipment to the Customer's Computer System. XTR is not obligated to repair damage to any Hardware or third-party hardware or equipment caused either directly or indirectly by nuclear radiation, accident, negligence or abuse, electrical power fluctuation, fire, windstorm, acts of terrorism, or acts of God.



5.6 **Services Outside Scope.** The exclusions set forth in Section 10.4 shall apply to XTR's obligations to provide Support Services under this Section 5. Services provided by XTR that are not within XTR's obligations under this Agreement shall only be performed after the execution of, or an amendment to, a Professional Services Schedule or an approved change control and shall be billed at XTR's then-current time-and-material charges, including travel and all other out-of-pocket expenses. XTR shall bill Customer a minimum charge of two (2) hours for all services provided under this Section 5.6.

6. OTHER SERVICES.

6.1 **Description.** If a software implementation SOW is provided to Customer under this Agreement, XTR shall provide Services (other than XTR Support Services) as set forth in the applicable Schedule.

6.2 **Implementation Services.** The terms set forth in this Section shall apply if the applicable Schedule provides for the provision of implementation services by XTR:

6.2.1 **Joint Development.** XTR and Customer shall jointly develop the Implementation Plan using XTR's standard implementation methodology. The Implementation Plan shall be made part of the applicable Schedule without any further action.

6.2.2 **Amendments.** XTR and Customer contemplate that the Implementation Plan will from time to time be amended during the project. All amendments to the Implementation Plan shall be made in writing on a change control request form and signed by the Project Manager for each party (as defined below). Services requested of and provided by XTR that are not within XTR's obligations under this Agreement shall be subject to the payment provisions set forth in Section 8.3.

6.2.3 **Performance Dates.**

6.2.3.1 **Interdependencies of Dates.** Each party understands that any variation from the performance dates set forth in the Implementation Plan may adversely impact project milestones and completion dates, including, without limitation, the date of completion of the project.

6.2.3.2 **Efforts.** Each party agrees to use commercially reasonable efforts to fulfill its obligations under the Implementation Plan and to meet the performance dates set forth in the Implementation Plan.

6.2.3.3 **Adjustments.** To the extent that either party fails to perform its obligations in accordance with the performance schedule that is set forth in the Implementation Plan, the parties may negotiate an adjustment to the schedule in accordance with Section 6.2.2.

6.2.4 **XTR Project Manager.** XTR shall, as soon as practicable following the execution of the applicable Schedule, assign a project manager (the "XTR Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of XTR under the Schedule and who shall be the primary point of contact for XTR. XTR may not substitute other persons in this position without the prior written approval of Customer, which approval shall not be unreasonably withheld. XTR agrees that the XTR Project Manager shall dedicate such time as needed to perform the services in accordance with the performance schedule set forth in the Implementation Plan.

6.2.5 **Customer Project Manager.** Customer shall, as soon as practicable following the execution of the Schedule, assign a project manager (the "Customer Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Customer under the Schedule and who shall be the primary point of contact for Customer. Customer may replace the person serving as its Customer Project Manager upon prior written notice to XTR.

7. INSURANCE

7.1 **Insurance Coverage.** During the term of this Agreement, XTR shall maintain insurance coverage covering its operations as follows:

Insurance Type	Maximum Coverage Amount (per occurrence)
Workers' Compensation and Employer Liability.	No less than the limits of liability required by law.
Data Processing Errors & Omissions.	\$1,000,000
Commercial General Liability:	
General Aggregate	\$ 2,000,000
Products	2,000,000
Personal/Advertising Injury	1,000,000
Each Occurrence	1,000,000
Medical Expenses	10,000

7.2 **Certificate.** Upon request by Customer, XTR shall provide Customer with certificate(s) of insurance. XTR shall use all commercially reasonable efforts to provide Customer with at least thirty (30) days written notice prior to the expiration or cancellation of coverage afforded under the applicable policies.

8. FEES AND PAYMENT TERMS.

8.1 **License Fees.** Customer shall pay software vendor the license fees set forth in software vendor schedule upon Go-Live.

8.2 **Support Fees.** Customer agrees to pay XTR the support fees set forth. \$2,500/month, first and last month due upon contract signing. Support fees shall be invoiced monthly in advance, commencing on the first day of the month next following the Effective Date. XTR shall have the right to increase the annual support fees for existing services agreement upon prior written notice, but not before twelve months have passed since contract Effective Date. Support fee increases will not be arbitrary or unreasonable. In the event XTR provides Customer with any new software product, Release or service XTR may publish and apply a revised Support Services fee schedule that shall not be subject to the aforementioned price increase limitations. The annual support fee shall be adjusted to reflect any purchases of additional Seat licenses by Customer.

8.3 **Other Services Fees.** Unless otherwise stated in the applicable Schedule, Customer shall pay all fees for Services (other than Support Services) on a time-and-material basis based on XTR's then-current rates and charges for the Services. XTR will bill other Services as used.

8.4 **Hardware Fees.** Customer agrees to pay XTR the fees for Hardware set forth in the applicable Schedule. Unless the applicable Schedule states otherwise, Hardware fees shall be due and payable in full by Customer upon Customer's receipt of the Hardware.

8.5 **Reimbursable Expenses.** Customer agrees to reimburse XTR for all reasonable and customary out-of-pocket expenses, including, but not limited to, travel, tolls, parking, lodging, and communication expenses incurred by XTR in connection with the performance of Services. Meal expenses shall not exceed XTR's then-current per-diem amount. All expenses will be preapproved by customer

8.6 **Invoices/Acceptance.** All invoices shall be paid in accordance with the terms set forth in this agreement. If Customer delays an invoice payment for any reason, Customer shall promptly notify XTR in writing the reasons for such delay. Unless otherwise agreed by both parties, XTR may apply any payment received to any delinquent amount outstanding.

8.7 **Taxes.** The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides XTR with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by XTR, excluding any taxes based upon XTR's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, XTR shall have the right to assess the tax liability applicable under this



Agreement to Customer, and Customer agrees to pay XTR for such tax liability within thirty (30) days after receiving written notice of such tax liability from XTR.

**8.8 Penalties for Delay.** Neither Customer nor XTR shall be subject to any delay penalty, contract fee adjustment, offset or liquidated damages as a result of any delay, except for the delay of payment(s) as set forth in Section 8, unless specifically set forth in the applicable Schedule.

**8.9 Price Changes.** If XTR utilizes a third-party Hardware Maintenance services provider, XTR shall be entitled to change any price charged to Customer for Hardware Maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware Maintenance services provider may from time to time make. XTR shall be entitled to increase any price charged to Customer for Third-Party Software and/or Hardware Maintenance services provided by XTR upon thirty (30) days prior written notice to Customer, but no more than once every twelve (12) month period under this Agreement.

## 9. ADDITIONAL CUSTOMER RESPONSIBILITIES.

**9.1 Communications Equipment.** At a minimum, Customer is required to provide XTR with access to their network over the Internet. Internet-based connections must be secured using the Microsoft Windows, Cisco or Zyxell SecuExtender VPN client. No other VPN clients are not supported.

**9.2 Site Condition.** Customer shall maintain site conditions that conform to common industry standards for all computer systems and/or media devices.

**9.3 Records.** Customer shall create and maintain timely, accurate, and readable electronic back-ups of all data and program and system files.

**9.4 Computer Virus and Malicious Software Protection.** Customer shall, at its own expense, install and periodically update a computer virus program to protect its Computer System and database from computer viruses that may, from time to time, be transmitted or downloaded. XTR shall not be responsible for any computer virus, malware, ransomware or other malicious software and expressly disclaims any liability for loss or damage caused by any said threats on Customer's computer platform or database.

**9.5 Security.** Customer shall, at its own expense, protect the security of its Computer System and prohibit unauthorized access to the Computer System. XTR shall not be responsible for any security breach and expressly disclaims any liability for loss or damage caused by the unauthorized access to Customer's Computer System.

## 10. WARRANTIES.

**10.1 Software.** XTR provides professional implementation services for the installation of the software vendor ProVal and Ascend products and therefore does not warrant the Software. Customer shall ensure that software warranty is in place with software vendor for licensed product, releases and versions.

**10.2 Services.** XTR warrants that all Services provided under this Agreement will be performed in a workmanlike manner. Customer shall notify XTR in writing of any breach of this warranty within thirty (30) days after completion of the Service. XTR's sole obligation to Customer, and Customer's exclusive remedy for breach of this warranty, is re-performance of the Service.

**10.3 Third-Party Software; Hardware.** XTR MAKES NO WARRANTY WITH RESPECT TO ANY HARDWARE OR THIRD-PARTY SOFTWARE, AND WHATEVER WARRANTY MAY APPLY TO ANY HARDWARE OR THIRD-PARTY SOFTWARE PRODUCT, IF ANY, IS ONLY AS IS EXPRESSLY STATED BY THE THIRD-PARTY MANUFACTURER, OWNER, OR LICENSOR OF THE HARDWARE OR THIRD-PARTY SOFTWARE. XTR EXPRESSLY DISCLAIMS ALL WARRANTIES FOR THE HARDWARE AND THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING

## THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

**10.4 Exclusions.** XTR's warranty obligations and other obligations under this Agreement with respect to the Hardware and Software are expressly conditioned upon Customer's proper use and do not include:

10.4.1 Support or correction of errors or increases in service time that result from (a) accident, neglect, misuse, or use other than ordinary use; (b) failure of electrical power, air conditioning, or humidity controls that cause a computer failure; and (c) modifications made to the Software by other than a representative of XTR;

**10.5 Defined.** As used in this Section 11, "Confidential Information" includes the Software and Customizations in any embodiment, the terms, conditions, and pricing of this Agreement, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing, and future business plans, as well as any and all internal customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private, or proprietary legend. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this Section 10.5, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property software vendor or XTR.

10.5.1 Problems and errors that XTR and/or Customer cannot reproduce;

10.5.2 Problems relating to or caused by (a) any hardware, third-party software, Internet Service Provider (ISP), or software that was not supplied by XTR, or (b) use of a Computer System that does not meet the Minimum Requirements; or

10.5.3 Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is procured.

10.6 Corrections of errors, defects, and malfunctions that are traceable to any of the foregoing or to any Customer errors or system changes, any ISP, or any third-party hardware and/or software shall be billed at XTR's then-current time-and-material rates, including out-of-pocket expenses.

**10.7 Disclaimer.** THE WARRANTIES SET FORTH IN THIS SECTION 10 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. XTR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

## 11. CONFIDENTIAL INFORMATION.

**11.1 Nondisclosure.** The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination, or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law, and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without XTR's prior written approval.



11.2 **Exceptions.** A party's Confidential Information shall not include information that (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

## 12. INTELLECTUAL PROPERTY INDEMNIFICATION.

12.1 **Scope.** XTR agrees to cooperate with software vendor in conjunction with Customer against any claim or action brought by any third-party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon Customer's own internal use of the Software in accordance with this Agreement.

12.2 **Notice.** Customer shall give XTR and software vendor prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on software vendor or XTR's rights in the Software or software installation process. Customer will provide software vendor and XTR reasonable cooperation in the defense of such claim or action or negotiations for its settlement.

12.3 **Alternatives.** XTR shall not be responsible for any settlement entered into without its consent.

12.4 **Exclusions.** XTR shall have no obligation under this Section 12 with respect to any claim or action that is based upon (a) Customer's use of the Software in breach of any term or condition of this Agreement; (b) the use or combination of the Software with any third-party product, software, hardware, or system; (c) modification of the Software other than by a representative of XTR; (d) use of a Version of the Software other than the most current Version of the Software, where use of the most current Version would have avoided the claim of infringement.

12.5 **Sole Remedy.** This Section 12 states XTR's sole responsibility and obligation, and Customer's sole and exclusive remedy for any infringement claim.

## 13. LIMITATIONS OF LIABILITY.

13.1 **Limitation and Disclaimer.** XTR'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED: (A) IN THE EVENT OF DAMAGES ASSOCIATED WITH A SERVICE OR HARDWARE PRODUCT, THE FEE PAID BY CUSTOMER FOR THAT SERVICE OR HARDWARE PRODUCT UNDER THE APPLICABLE SCHEDULE; OR (B) IN ALL OTHER CASES, THE LICENSE FEE PAID BY CUSTOMER FOR USE OF THE SOFTWARE, IF SOFTWARE IS LICENSES BY XTR AND LICENSE FEE PAID BY CUSTOMER TO XTR. IN NO EVENT SHALL XTR BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR EXCESS COSTS OF REPROCUREMENT ("COVER COST"), INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES RESULTING FROM INTERRUPTION OF USE, LOSS OR CORRUPTION OF DATA, LOST REVENUE, LOSSES RESULTING FROM SYSTEM SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, STOLEN OR MISUSED PASSWORDS, SYSTEM INCOMPATIBILITY OR PROVIDING INCORRECT COMPATIBILITY INFORMATION, OR BREACHES IN SYSTEM SECURITY, WHETHER OR NOT XTR HAS, OR SHOULD HAVE HAD, ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

14. **THIRD-PARTY SERVICE DISCLAIMER.** Unless otherwise stated in the applicable Schedule, XTR shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless XTR against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by Customer in connection with or in any way arising out of the furnishing, performance, or use of services provided by any third party contracted by Customer to perform services in connection with the Software.

## 15. TERM.

15.1 **Agreement.** This Agreement shall begin on the Effective Date and shall remain in full force and effect until the last Schedule has expired or has been terminated, unless sooner terminated in accordance with the terms of Section 16.

15.2 **Software and Third-Party Software Support Services.** Unless otherwise provided in the applicable Schedule, Support Services for Software and Third-Party Software shall commence on the Effective Date and shall continue for an initial period of eighteen (18) months ("Software Support Services"). Software Support Services shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Software Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee. Customer may elect to extend support services on 60-day intervals after the initial period of eighteen (18) months.

15.3 **Hardware Maintenance Services.** Unless specifically identified in the Support Services Schedule, all Hardware Maintenance will default to "Manufacturer Warranty Only."

15.4 **Other Services.** The term for Services (other than Support Services) provided under this Agreement, excluding support services, shall terminate upon completion of the services or shall remain in effect for the period specified in the applicable Schedule.

## 16. TERMINATION.

16.1 **By Either Party.** Either party may, at its option, terminate a Schedule immediately upon written notice to the other party if the other party:

16.1.1 Breaches its confidentiality obligations under this Agreement;

16.1.2 Materially breaches this Agreement and fails to cure the breach or develop a plan to cure the breach within thirty (30) days after written notice of the breach from the other party;

16.1.3 Ceases conducting business in the normal course, admits its insolvency, or makes an assignment for the benefit of creditors;

16.1.4 Becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization, and such proceeding is not dismissed within ninety (90) days after it is commenced.

16.2 **By Customer.** In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within thirty (30) days following the beginning of the fiscal year for which the proper appropriation is not available, provide XTR with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed XTR under this Agreement, if any. No penalty shall accrue to Customer in the event of exercise of termination due to non-appropriation. If this Agreement is terminated pursuant to this Section 16.2, Customer agrees to grant XTR a right of first refusal to continue under the terms of this contract for a period of two (2) years from the date of exercising this Section 16.2. If funds should not become available with two (2) years of said



date, Customer shall be free to contract with XTR or any other available source when they do become available.

**16.3 Effect of Termination.** The termination of this Agreement shall not affect the Customer's rights to the Software pursuant to Section 3.1 provided that Customer has paid all Software license fees set forth in the applicable Schedule(s) and Customer is not in breach of any provision of this Agreement or the Schedules. If Customer terminates this Agreement prior to the payment of all Software service fees, or if Customer is in breach of this Agreement, Customer shall immediately cease using any customizations including reports, interfaces and extracts within the Software and related materials. Customer shall certify such action in writing to XTR within one (1) month after the termination date. If Customer terminates a Schedule for Support Services under Section 16.1 above, Customer shall receive a prorated credit of the annual support fee paid for the then-current term to be applied to future services. Upon termination of a Schedule, Customer shall, within thirty (30) days of termination, pay all amounts due and owing under that Schedule. Upon termination of the applicable Schedule and upon request by Customer, XTR shall return all data supplied by Customer in a format reasonably requested by Customer (other than XTR's proprietary format) upon payment of XTR's then-current fee for this service.

**16.4 Survival of Certain Obligations.** Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 11, shall survive termination of this Agreement until fulfilled.

## 17. DISPUTE RESOLUTION.

**17.1 Informal Dispute Resolution.** If a dispute, controversy, or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

## 18. GENERAL.

**18.1 Customer List; Publicity.** Customer authorizes XTR to use Customer's name in its list of Customers. The parties agree that either party or both may issue a mutually acceptable news release regarding Customer's use of the applicable implemented Software and Support Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, XTR may publicly refer to Customer (by name only) as being a customer of XTR, and only in relation to this Agreement except as otherwise authorized by Customer.

**18.2 Amendments.** No provision of this Agreement may be amended or modified except by a written document signed by duly authorized representatives of both parties.

### 18.3 Notices.

**18.3.1 Delivery.** Except as otherwise provided herein, any notice or other communication between the parties hereto regarding the matters contemplated by this Agreement may be sent by United States mail (first class, airmail, or express mail), commercial courier, facsimile, or electronic mail, in each case delivered to the address specified for the recipient. Any written notice required to be sent under Section 16 ("Termination") or Section 17 ("Dispute Resolution") must be sent by U.S. mail (first class, airmail, or express) or commercial courier.

**18.3.2 Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

**18.3.3 Contact Person.** Notices shall be addressed to the attention of the contact person listed on the Signature Page. Any party may change its contact person or address for purposes hereof by delivering a notice thereof to each other party hereto, but any element of such party's address which is not specified in that notice shall not be deemed changed.

**18.4 Technology Life Expectancy.** Customer understands, acknowledges, and agrees that the technology upon which the Hardware, Software, and Third-Party Software is based changes rapidly. Customer further acknowledges that software vendor will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality, and usability. As a result, XTR does not represent or warrant that the Hardware, Software, and/or Third-Party Software provided to Customer under this Agreement or that the Computer System recommended by XTR will function for an indefinite period of time. Rather, XTR and Customer may, from time to time, analyze the functionality of the Hardware, Software, Third-Party Software, and Computer System in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include, without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

**18.5 Excusable Delays.** Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, excluding payment obligations, where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the party, provided that such party has taken reasonable steps to mitigate the effects of such delay.

**18.6 Statute of Limitations.** No party may commence an action under this Agreement more than two (2) years after the expiration of its term, or, in the event of a breach, more than two (2) years after the occurrence of the breach, or, in the event the breach is not discovered by the injured party when it has occurred, more than two (2) years after the breach could, in the exercise of due diligence, have been discovered by such party.

**18.7 Injunctive Relief.** XTR and Customer agree that in the event of any breach of Section 11, monetary damages may not be a sufficient remedy or protection for the aggrieved party, and that the aggrieved party shall be entitled to seek injunctive or other relief as may be deemed proper or necessary by a court of competent jurisdiction.

**18.8 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Customer's state of domicile.

**18.9 Assignment.** Customer shall not assign, sublicense or otherwise transfer its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of software vendor and XTR, which consent shall not be unreasonably withheld or delayed.

**18.10 Severability.** If any provision of this Agreement is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

**18.11 Counterparts.** This Agreement may be executed simultaneously, in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**18.12 Subcontractors.** XTR reserves the right to subcontract work, as it deems necessary, to perform the Services under this Agreement. XTR shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

**18.13 Independent Contractor.** The relationship of XTR to Customer shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.

Master No.: \_\_\_\_\_

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

XTR Value Services



18.14 **Waiver.** No delay or failure by either party to take any action or assert any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, nor shall any express waiver constitute a continuing waiver. The waiver by either party at any time, expressed or implied, of any breach or attempted breach of the obligations set forth in this Agreement shall not be deemed a waiver of or consent to any subsequent breach or attempted breach of the same or any other type.

18.15 **Executable by Facsimile.** Any signature of this Agreement or any Schedule through facsimile shall constitute execution of the Agreement or Schedule by such party.

18.16 **Non-Discrimination.** XTR, to the extent required by law, shall not discriminate against an employee or applicant for employment with respect to the hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

18.17 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between XTR and Customer with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Agreement, including without limitation any representations concerning: (i) estimated completion dates, hours, or charges to provide any Service; (ii) performance or function of any Product or system, other than as expressly warranted in Section 10 (Warranties); (iii) the experiences or recommendations of other parties; or (iv) results or savings Customer may achieve, shall affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. The terms and conditions of any purchase order or other instrument issued by Customer which are in addition to or inconsistent with this Agreement shall be of no effect and shall not be binding on XTR.



**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT**

IGA Title: Intergovernmental Agreement for Ascend/Proval Software Support

Amendment No.: 1

This Amendment modifies the Agreement named above between Lane County ("Lane"), and Wasco County ("Wasco").

County and Agency agree as follows:

- 1. **SCOPE OF AMENDMENT.** The scope of the Agreement is amended as follows:
  - 1.1 Lane and Wasco agree to terminate the Agreement on the date stated below.
- 2. **CONSIDERATION.** Any outstanding costs through the date of termination will be billed and paid in accordance with the terms of the Agreement.
- 3. **TIME.** In consideration of this Amendment, the Agreement will terminate 4/30/2020.
- 4. **DATE.** This Amendment is effective upon execution by the Parties.

Each party, by signature below, agrees to be bound by the terms and conditions of this Amendment. All other terms and conditions of the original Intergovernmental Agreement not altered by this Amendment remain in full force and effect.

**WASCO:**

**LANE:**

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

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

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

Title: CIO

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

Date: 4/7/2020



## MOTION

**SUBJECT: XTR Value Services Agreement**

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**Order 20-031:** I move to approve Order 20-031 in the matter of authorizing Wasco County Tax and Assessment to contract with XTR Value Services, LLC for software maintenance and support services for Assessment and Taxation software through a sole-source procurement

**XTR Value Services Agreement:** I move to approve the Master Agreement for Licensed Software, Hardware and Services between XTR Value Services and Wasco County.

**Lane County Termination Amendment:** I move to approve Amendment 1 to the Intergovernmental Agreement for Ascend/Proval Software Support terminating the IGA.



## **DISCUSSION ITEM**

### **Tri-County Mental Health Board Rates Agreement**

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[AGREEMENT](#)

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[MOTION LANGUAGE](#)

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# *Tri-County Mental Health Board Intergovernmental Agreement*

**WHEREAS**, by virtue of the laws of the State of Oregon, specifically ORS 430,620, the Counties of Hood River, Sherman, and Wasco by and through this governing body is the Mental Health Authority of these counties and as such may, on behalf of the Counties, establish and operate with a public agency or contract with a private corporation in the establishment of a community mental health and developmental disabilities program, and

**WHEREAS**, the Tri-County Mental Health Board currently operates and maintains Mid-Columbia Center for Living with the purpose of maintaining Mental Health services for the inhabitants of these Counties, and

**THEREFORE, BE IT RESOLVED**, that this governing body hereby authorizes the following:

The Tri-County Behavioral Health Board shall recognize the tax provision, stated in this document as current and correct. Mental health services provided by Mid-Columbia Center for Living are invoiced at a rate of \$1.00 for each person residing in Hood River or Wasco County. The provisional invoicing rate for Sherman County residents are \$3.00 per person.

This number fluctuates yearly and is identified and supported by the Portland State Universities population research center. The basis for using this data has been historically agreed upon by the Tri-County Behavior Health Board members and Mid-Columbia Center for Living.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020 on behalf of the Tri-County Mental Health Board.

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**KAREN JOPLIN – HOOD RIVER COUNTY COMMISSIONER**

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**SCOTT HEGE – WASCO COUNTY COMMISSIONER**

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**TOM MCCOY – SHERMAN COUNTY COMMISSIONER**



## MOTION

**SUBJECT: Tri-County Mental Health Board IGA**

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I move to approve the Tri-County Mental Health Board Intergovernmental Agreement authorizing invoicing rates. For Wasco, Hood River and Sherman Counties.



## DISCUSSION ITEM

### Oregon Watershed Enhancement Board Land Acquisition - Comments

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[JEFFERSON COUNTY COMMENTS](#)

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[WASCO COUNTY JANUARY 2020 COMMENTS](#)

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# JEFFERSON COUNTY

## COMMUNITY DEVELOPMENT DEPARTMENT

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85 S.E. "D" Street, Madras, Oregon 97741 Phone: (541) 475-4462 FAX: (541) 325-5004



April 6, 2020

Oregon Watershed Enhancement Board  
775 Summer Street NE, Suite 360  
Salem OR 97301-1290

Re: Public Hearing Notice for OWEB Land Acquisition Grant Program Concerning  
Approximately 5,680 Acres in Jefferson County Oregon –  
Grant Application No. 220-9909-17350.

Dear Chair,

Thank you for the opportunity to comment on the above described application in Jefferson County, Oregon.

The following comments are intended to add clarity to information supplied at the public hearing. Jefferson County Community Development Department staff reviewed the application information and listened to the public meeting presentation and have the following comments.

This letter is intended to improve communication about the request and what is required by Jefferson County Comprehensive Plan and Zoning Code and the Oregon Watershed Enhancement Board per ORS 197.180(1)(a),(b).

- 1) 5,680 acres of the land mentioned in the application is in Jefferson County, Oregon and has a Jefferson County Comprehensive Plan Designation of Rangeland and has a Jefferson County Zoning Designation of Rangeland. In accordance with Section 301.1(C.) of the Jefferson County Zoning Ordinance, the land has been established to recognize and preserve areas containing predominantly non-irrigated agricultural soils which are being used, or have the capability of being used, for livestock grazing. Page 5 of the application shows "Threats and opportunities that will be addressed by the acquisition" which states "ceasing livestock grazing", which can mean that there will be a negative effect on livestock grazing.
- 2) The property is about 1 mile from Highway 97 making highway access feasible for livestock grazing operations.
- 3) As found on National Flood Insurance Rate Maps (FIRM) Community Panel Number 410101 0100 B from the Federal Emergency Management Agency (FEMA), the land has an NFIP designated floodplain that runs thru the property which is mapped as Zone A. The location of the 100 year floodplain generally follows Trout Creek and a tributary. Please see the FIRM Map for more details which is available at the Jefferson County Community

Development Department. In accordance with Section 316 of the Jefferson County Zoning Ordinance, any work within the NFIP floodplain requires approval by the Jefferson County Community Development Department and may, depending on the amount of work that is done require a Letter of Map Revision from FEMA. Jefferson County mentions this because the application mentions on Page 2 that a significant amount of work is planned to be done within the river bed area. Please see Code of Federal Regulations (CFR) 60.3 for details.

4) Page 5 of the application indicates that it will provide critical habitat protection for Golden Eagles. Jefferson County is required to assess needed protection of Golden Eagle Habitat under Oregon Statewide Planning Goal 5 which includes creating an inventory of sites that are required to be protected. There are no Goal 5 Golden Eagle Sites listed in the Jefferson County Goal 5 Inventory that need protection or protection of habitat, so CDD is not sure why this is mentioned.

5) On Page 2 of the application it indicates that there are 154 acres of water rights that are being considered for transfer. Please note that Page 15 of the Jefferson County Comprehensive Plan Policy 2 - Policy 2.1 states:

Policy 2: Recognize the importance of irrigation for crop production.

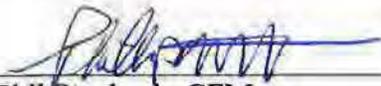
2.1 If possible, require that agricultural water rights be transferred to other agricultural land if irrigated land is developed for non-agricultural use.

Thank you again for the opportunity to comment.

If you have any questions please contact me (541) 475-4462.

Cordially,

Phil



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Phil Stenbeck, CFM  
Jefferson County  
Community Development Director

c: Kelly Simmelink, Chair  
Mae Huston, Commissioner  
Wayne Fording, Commissioner  
Jeff Rasmussen, Chief Financial Officer  
Alexa Gassner, County Counsel



January 16, 2019

Eric Williams, Grant Program Manager  
775 Summer St. NE, Suite 360  
Salem, OR 97301-1290  
(Sent by email to: eric.williams@oregon.gov)

Subject: OWEB Grant Application No. 220-9909-17350 (Deschutes Land Trust)

Dear Mr. Williams,

The Wasco County Planning Department appreciates the importance of conservation and agrees with the Deschutes Land Trust's statements regarding the presence and quality of the natural resources and habitat values found on the properties described in OWEB Grant Application No. 220-9909-17350. We are not opposed to the proposal, but feel it necessary to clarify several pieces of information included in the application materials to ensure OWEB and the Deschutes Land Trust are fully informed with respect to the following topics:

- Current protections offered by zoning and environmental protection districts
- Existing and future land uses on the property
- Lawful parcel status
- Tax information assumptions made in application materials

#### **Zoning and Environmental Protection Districts (EPDs)**

All parcels listed in the application within Wasco County are zoned A-1 (160). This zone is an Exclusive Farm Use Zone required by the State to maintain a minimum parcel size of 160 acres. The existing property is very large, so there is potential for future division(s). It is worth noting however, the requirement to maintain a maximum density of 160 acre parcels is considered by state standards to be sufficient protection and preservation of agricultural lands from the deleterious erosion of resources by urbanization. The EPDs described below further limit future development by way of protecting of identified sensitive resources.

Beyond the 160 acre minimum density standard, the largest parcel (Tax Lot 8S 15E 0 3500) is protected by five Environmental Protection District (EPD) overlay zones, including EPD-1 (Flood Hazard), EPD-2 (Geological Hazards), EPD-5 (Mineral and Aggregate), EPD-7 (Natural Areas), and EPD-12 (Sensitive Bird Sites). The other properties are touched by some but not all of these districts. Maps are attached to this letter illustrating the areas included in the EPDs, with the exception of EPD-12. EPD-12 data identifies the locations of Threatened and Endangered Species and cannot be distributed publically for the protection of the affected resources.

Each of these EPDs require applications for new development and changes in use to meet specific criteria and standards, and several elevate many permitted uses to a Conditional Use – a discretionary review that provides the County with the ability to condition development standards and restrictions.

In addition to the EPDs, State Wetland Inventory significant riparian areas exist on the properties. These features are protected through setback buffers and notification requirements to partner agencies, including the Department of State Lands. Setback buffers and notifications are two regulatory protections that keep development from encroaching on critical natural resources.

### **Existing and Future Land Uses & Development**

This portion of the County, by in large, consists of very large parcels of land in A-1 (160) that are enrolled in the federal Conservation Reserve Program (CRP) or are grazed by livestock. According to the 1996 application for mining activity for Tax Lot 8S 15E 0 3500, and a letter received by the Board on January 15, 2020 from the landowner, this property has been used in part for commercial cattle grazing. Cattle grazing typically requires minimal agricultural infrastructure to support commercial farm activity. According to our inventories, the property currently contains an existing farm dwelling, farm buildings, and infrastructure related to a wireless communications facility and tower that was conditionally approved in 2011.

The larger property includes a significant aggregate site. This site, in accordance with Oregon Land Use Planning Goal 5 and OAR 660-23, went through a Comprehensive Plan amendment to be included on the Mineral and Aggregate Inventory and Map as a significant site and is now protected as a resource. Delisting of this site would require a DOGAMI compliant reclamation plan, consistent with the County permit requirements to ensure the site will be restored or rehabilitated for the land uses specified in the underlying zone. When the reclamation plan is completed to DOGAMI's satisfaction, the site is eligible for removal from the inventory and EPD. That process includes a Comprehensive Plan and Comprehensive Plan Map amendment through Wasco County.

Short of delisting the aggregate site however, the presence of the aggregate overlay requires that new development or uses within the impact area of the significant site may need to be processed as a Conditional Use or, if found incompatible with mining, prohibited. Development permits will need to be submitted to Wasco County in accordance with the Land Use and Development Ordinance and reviewed for impacts.

It is worthwhile noting that mining activity on the larger parcel is likely to have a greater impact on the natural resources and characteristics than agricultural development. Mining use often includes a variety of activity that can represent adverse impacts including dust, noise, and ground disturbance. If Deschutes Land Trust is awarded the grant, we recommend that they be required to submit reclamation plans to DOGAMI and go through the Comprehensive Plan Amendment process to remove the significant aggregate site from the County's Goal 5 inventory.

Application materials identify future development in the form of stream and riparian restoration projects. Trout Creek, one of the resources identified for restoration work, is within EPD-1, Special Flood Hazard areas. Pursuant to Section 3.212 (E) of the Wasco County Land Use and Development Ordinance, restoration and enhancement activities within the special flood hazard areas require a floodplain development permit. EPD-1 was created to be consistent with FEMA's Flood Insurance program, and therefore development review along Special Flood Hazard areas is a federal requirement.

EPD-7, Natural Areas overlay, also requires review of development – including grading or filling land, hauling materials, or any building to be reviewed for timing of activity and impact to protected species including any generation of noise, dust, vibration, lights, and traffic. Because of the presence of EPD-7 and EPD-1, this includes restoration work in the riparian areas.

There may be additional development or restoration activities not detailed in the narrative that occur on the property, depending on the location, that also require permits. Application materials identify perceived potential land use conflicts with the properties. We'd like to clarify the likelihood of those conflicts, given the land use planning regulations and framework.

The application indicates threats from solar or wind development. In the A-1 (160) zone, commercial energy facilities are reviewed as a Conditional Use. Because of the presence of EPD-7 (Natural Areas overlay) on several of the parcels, Conditional Uses in the underlying zone are prohibited. Were these constraints to be remedied through Land Use and Development Ordinance amendments, the remaining EPDs and associated resources would make siting a solar or wind facility on the subject parcels challenging, if not impossible based on potential adverse impacts to the protected resources.

In a January 15<sup>th</sup> presentation to the Wasco County Board of Commissioners, Mr. Nye from the Deschutes Land Trust indicated the goal for public access, recreation, and educational opportunities on site. Private parks may be permitted on A-1 (160) lands through a Conditional Use permitting process, however Conditional Uses are currently prohibited on lands included within the EPD-7, Natural Areas overlay.

These are just a few examples of the situations where proposed activity may require permitting through the Wasco County Planning Department. We encourage all property owners and developers to check with Wasco County Planning staff about specific projects so we can advise them on the process, timelines, and requirements.

### **Lawful Parcel Status**

The properties are currently a part of a legal parcel determination application being processed by the Wasco County Planning Department. The legal parcel determination involves eleven tax lots. I have included a map of the subject tax lots for reference. Legal parcel determinations involve research into when and how a unit of land was created or modified. New development and changes in use can only be approved on lawfully created parcels. Although the determination has not yet been completed, please be aware that any unlawful parcels will need to be rectified prior to the commencement of any future development activities.

## Taxes

Farm tax deferral was created by the Oregon legislature to provide financial incentive to property owners, in the form of reduced property values, for keeping their land in agricultural production. This program includes a potential tax payback if commercial farming is discontinued or the property is converted to non-farm use. The threshold for qualification for farm tax deferral is that the land be used primarily to make a profit by farming.

The application materials asserts the intention to discontinue all commercial farming. This is somewhat conflicted by Mr. Priday's letter (attached). Properties are only eligible for farm tax deferral with a qualifying farm use. The application also suggests possible application of the conservation easement deferral taxes. Wasco County is not currently a participating county in the Oregon Department of Fish and Wildlife's Habitat Conservation and Management Program. Additionally, the application indicates the property is being acquired through fee simple rather than conservation easement therefore they would not be eligible for a traditional conservation easement deferral.

As the application indicates, most rural Oregon counties have limited tax bases and over 96% of our rural lands are in a deferral program. Removing over 5,000 acres from any taxation would have significant impact to Wasco County. Wasco County would like to see more clarity in the application in regards to taxation.

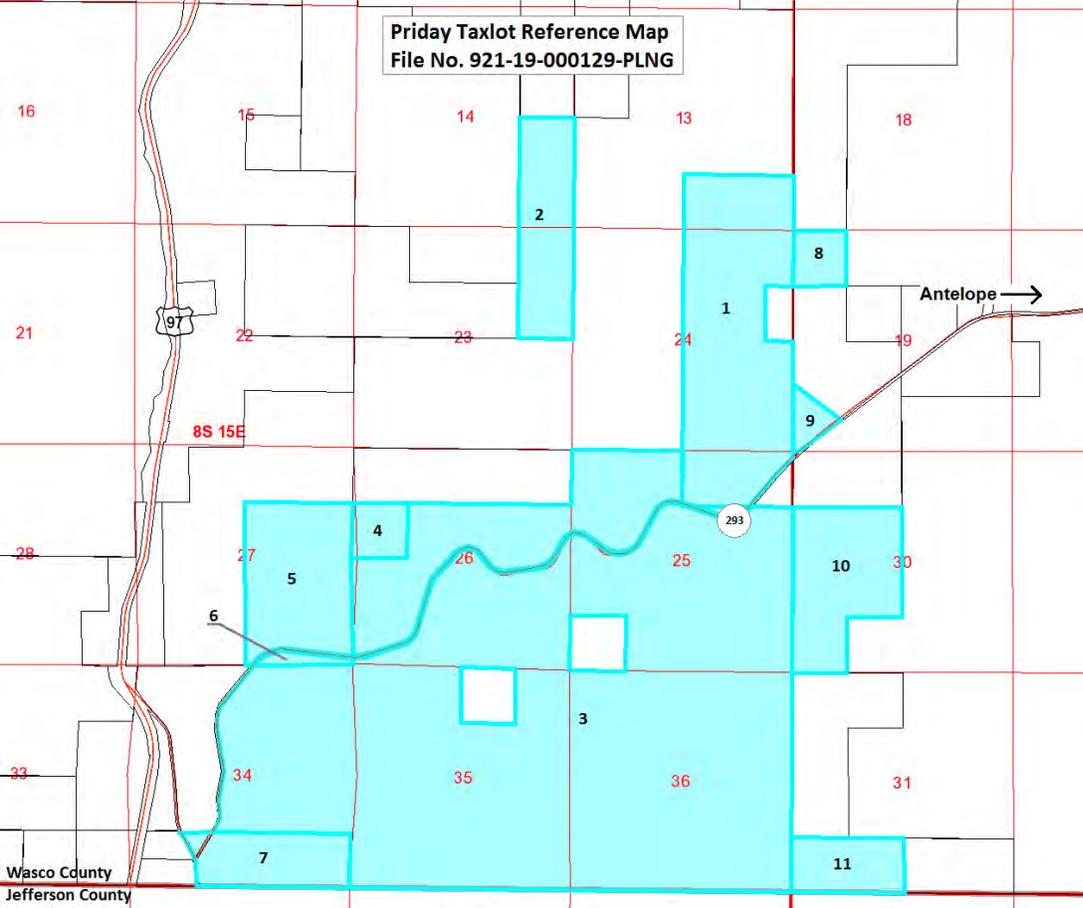
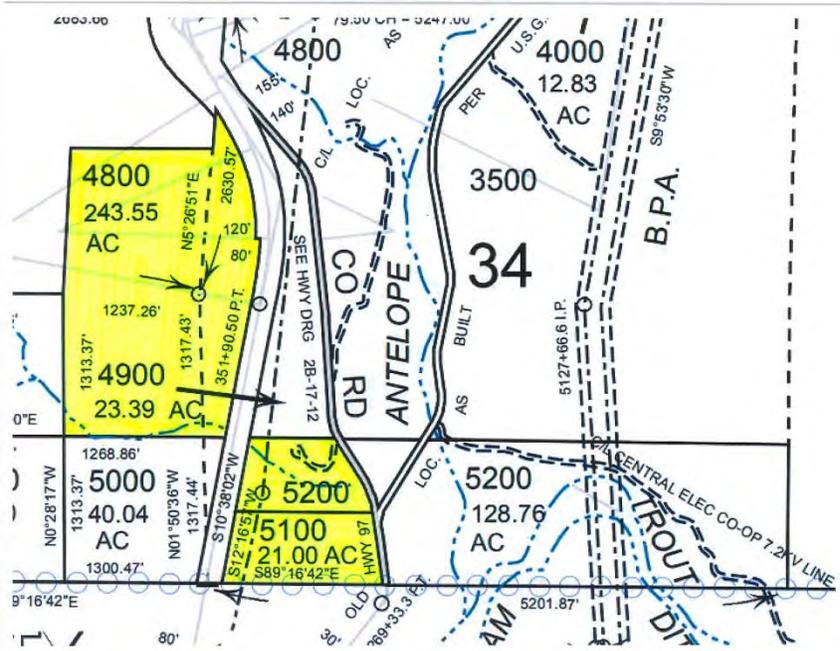
Wasco County is interested in transparency and clarity of our existing regulations and criteria to ensure for the most informed decision possible and to ensure future agency coordination. I hope my comments provide insight into some of the necessary steps required for development on the properties, including restoration work, and continued protection of the valuable resources that exist on the parcels.

Sincerely,



Angie Brewer, AICP  
Planning Director

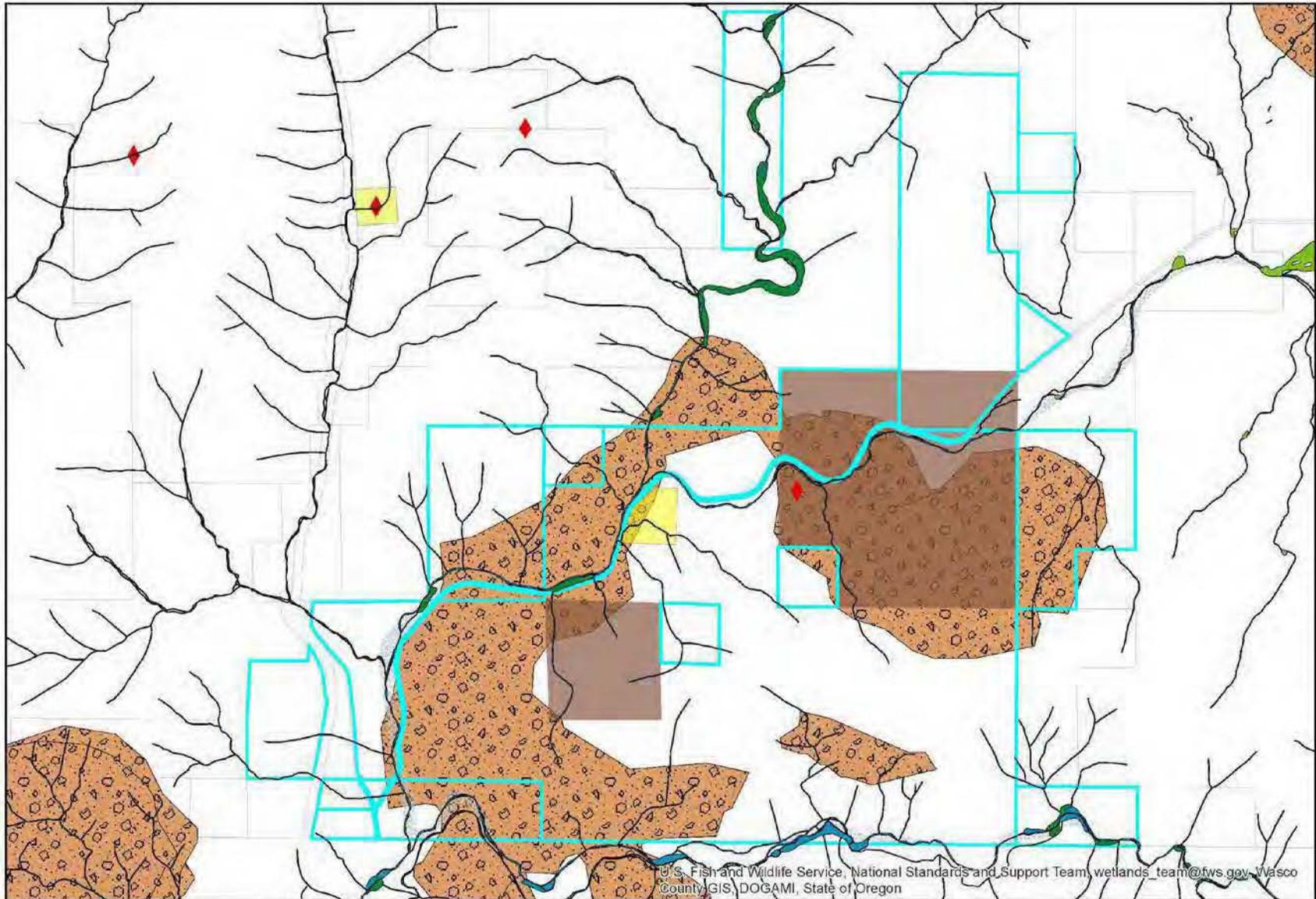
CC: Wasco County Board of Commissioners  
Tyler Stone, Wasco County Administrative Officer



- |  |  |
|--|--|
| 1. 8S 15E 0 2600 (Acc # 13517) (448.36 acres)  | 8. 8S 16E 0 1900 (Acc # 13519) (38.37 acres)   |
| 2. 8S 15E 0 2700 (Acc # 12907) (160 acres)     | 9. 8S 16E 0 2200 (Acc # 13520) (22.45 acres)   |
| 3. 8S 15E 0 3500 (Acc # 11716) (2436.72 acres) | 10. 8S 16E 0 3600 (Acc # 11757) (197.75 acres) |
| 4. 8S 15E 0 3800 (Acc # 11718) (40.00 acres)   | 11. 8S 16E 0 3800 (Acc # 11758) (82.03 acres)  |
| 5. 8S 15E 0 3900 (Acc # 11720) (213.04 acres)  |  |
| 6. 8S 15E 0 4000 (Acc # 11719) (12.83 acres)   |  |
| 7. 8S 15E 0 5200 (Acc # 11728) (128.76 acres)  |  |

This product is for informational purposes and has not been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

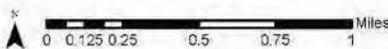




U.S. Fish and Wildlife Service, National Standards and Support Team, wetlands\_team@fws.gov, Wasco County GIS, DOGAMI, State of Oregon

- |                              |                             |          |                       |  |
|------------------------------|-----------------------------|----------|-----------------------|--|
| Estuarine and Marine Creeper | Freshwater Riparian Wetland | Other    | <b>EPD 2 Geologic</b> | Priday Property                        |
| Riparian and Marine Alkaloid | Freshwater Flood            | Riverine | Scarp                 | EPD 1 FEMA Flood Zones                 |
| Riparian Emergent Wetland    | Lake                        |          | Head Scarp            | EPD 5 Mineral Aggregate Overlay        |
|                              |                             |          | <b>Deposits</b>       | EPD 6 Significant Aggregate Sites      |
|                              |                             |          | Terra-Colluvium       | EPD 7 Comprehensive Plan Natural Areas |
|                              |                             |          | Fan                   | Taxlots                                |
|                              |                             |          | Landslide             |  |

## PRIDAY PROPERTY



This product is for informational purposes and has not been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

January 15, 2020

TO: Eric Williams-OWEB and Wasco and Jefferson County Commissioners  
FROM: Annan Priday-email:p92jams@gmail.com

The proposed Deschutes Land Trust/Priday Ranch transaction arose from a desire by my wife and myself to retire from ranching after managing the ranch since 1980. We approached or were approached by several neighboring ranches about purchasing the property but they were not interested due to being difficult to manage the small fields irrigated from a seasonally limited water source and the steep terrain. We chose to accept the offer by Deschutes Land Trust and feel they have the best ideas on keeping the parcel as one unit and their goals for fishery management are in keeping with efforts that we have been making since the mid 1980's to improve the riparian areas, fish habitat and stream flows.

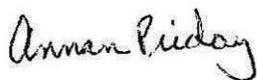
Our sale consists of two parts - one to the DLT and the other to a young ranching family we have chosen and helped make it possible for them to start a base for their ranching operation. We feel they will be a great asset to the community, provide assistance with community needs such as wildfires and emergencies and bring some younger blood to an aging occupation.

This property has three streams that help support steelhead spawning and rearing and has become important in the efforts at steelhead recovery in the Deschutes basin. Traditional irrigation practices and other factors have resulted in much of Trout Creek being dry from mid July until late winter moisture arrives. We shortened our irrigation season in an attempt to keep water in our portion of the creek and as a result were limited to only 1.5 cuttings of hay each season. If irrigation was cut further or eliminated on this property I believe this portion of Trout Creek would have water almost year around.

Other than the stream areas and adjacent farmland (150-200 acres) this property is steep and rugged with very little or no water in the higher areas. The terrain makes it extremely difficult to achieve controlled grazing and some of the steep hillsides have not been grazed for years due to an almost 45% slope. We have traditionally grazed this portion of the ranch during April and May, have used the small flatter areas for winter feeding of hay from January through March and the rest of the year the cattle were moved to other property.

There are many areas around the county and state that have much better potential for livestock grazing and ag production but there are very few that have this quality of habitat and potential for steelhead production. Thank you for your consideration.

Sincerely,



Annan Priday



## DISCUSSION ITEM

### E-Tractor Initiative Letter of Support

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[SUPPORT LETTER](#)

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**BOARD OF COUNTY COMMISSIONERS**

511 Washington St, Ste. 101 • The Dalles, OR 97058  
p: [541] 506-2520 • f: [541] 506-2551 • [www.co.wasco.or.us](http://www.co.wasco.or.us)

*Pioneering pathways to prosperity.*

To: John Huffman  
State Director  
USDA Rural Development - Oregon  
1220 SW 3rd Avenue, Suite 1801  
Portland, OR 97204

April 10, 2020

From: Wasco County Board of Commissioners

RE: Letter of Interest and Support for USDA Rural Business Development Grant Application for e-Tractor Pilot Project in Rural Oregon

Dear Mr. Huffman,

Wasco County is pleased to provide this letter in support of Sustainable Northwest, Forth, Bonneville Environmental Foundation and Wy'East RC&D's proposed project to test the efficacy of electric tractors for rural producers. A shift to electric agricultural equipment will support our state's efforts to strengthen and secure our agricultural sector, retain and grow employment during a healthcare crisis, reduce workplace hazards for farmworkers, and begin to reduce agriculture-related greenhouse gas emissions. This project is also in alignment with our local and regional development goals regarding energy resilience, food systems security, emissions reduction, workforce creation, and local economic development

We believe that this demonstration project could bring long-term benefits to our farming community, allowing us to increase the stability and security of our operation by reducing our dyed fuel costs and equipment maintenance expenses while reducing on-farm air- and noise pollution. Savings from reduced fuel and operation costs will support a vibrant agricultural economy for our state and our region.

For these reasons, Wasco County supports this exciting initiative and hope to have the chance to engage with the team for collaboration.

Wasco County Board of Commissioners

Scott C. Hege, Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



## DISCUSSION ITEM

### Building Codes Updates

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[HOOD RIVER RELEASE](#)

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[MOTION LANGUAGE](#)

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**RELEASE BETWEEN  
WASCO COUNTY AND HOOD RIVER COUNTY**

This release (the "Release") is made and entered into this \_\_\_\_ day of March, 2020 by and between Hood River County and Wasco County.

WHEREAS, Wasco County, Sherman County, Wheeler County and Gilliam County were members of the Mid-Columbia Council of Governments ("MCCOG") Building Codes Program at the time MCCOG dissolved effective June 30, 2018;

WHEREAS, Hood River County had previously withdrawn from the Building Codes Program on April 1, 2016 and had since been administering its own Building Code enforcement program.

WHEREAS, Hood River County received its share of the general fund monies upon dissolution of MCCOG.

WHEREAS, pursuant to MCCOG Resolution #17-18 dated June 29, 2018, MCCOG's Building Codes reserve fund balance was transferred to Wasco County "to take full custodial liability and possession, and maintain a separate Local Government Investment Pool ("LGIP") account until a disbursement methodology is agreed upon and approved by" Wasco County, Sherman County, Wheeler County, and Gilliam County; and

WHEREAS, Wasco County is presently holding the sum in the LGIP account, pending agreement by Wasco County, Sherman County, Wheeler County, and Gilliam County.

NOW THEREFORE, Hood River County agrees that it is not owed any disbursement of the LGIP account and agrees that it released any all claims to such funds when it withdrew from the Building Codes Program.

**WASCO COUNTY BOARD OF  
COMMISSIONERS**

\_\_\_\_\_  
Scott Hege, Commissioner/Chairperson  
Dated: March \_\_, 2020

**HOOD RIVER COUNTY BOARD OF  
COMMISSIONERS**

JEFF HECKSEL  
\_\_\_\_\_  
Jeff Hecksel, County Administrator  
Dated: April 9, 2020



## MOTION

**SUBJECT: Hood River Release**

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I move to approve the release between Wasco County and Hood River.



## CONSENT AGENDA

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[MINUTES: 4.1.2020 REGULAR SESSION](#)

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**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
MARCH 18, 2020**

This meeting was held on Google Hangout Meet  
Meeting ID <https://meet.google.com/qgq-kxkm-orj?hs=122>  
Phone 1-770-884-8040 PIN: 864 408 466#

**PRESENT:** Scott Hege, Chair  
Kathy Schwartz, Vice-Chair  
Steve Kramer, County Commissioner

**STAFF:** Kathy Clark, Executive Assistant  
Tyler Stone, Administrative Officer

Chair Hege opened the session at 9:00 a.m. Mr. Stone explained the dial-in system to be identified with your phone number. Chair Hege asked if anyone wished to make comment on a topic not included on the agenda. There were none.

**Discussion Item – Forest Service Weed Control Agreement**

Public Works Director Arthur Smith explained that this is a modification to an existing stewardship agreement with the U.S. Forest Service for noxious weed control. This modification adds funds for the coming year and extends the work period from December 2020 to December 2021.

Vice-Chair Schwartz asked if this is more funding than the last contracting period. Mr. Smith replied that it is a reduction from the last modification which was approximately \$80,000. He explained that the Forest Service gets an allocation from the Federal Government. He and the Forest Service then discuss what can be done with the available funding to determine a plan for the year.

Chair Hege asked if this is a break-even arrangement. Mr. Smith responded that he charges the fully-loaded rate for the Weed Master's time; in addition, there is a 10% overhead rate for the management of the contract.

Chair Hege asked Mr. Smith to explain what our contribution is as listed in the agreement. Mr. Smith stated that the Forest Service puts a value on the similar work that we do that has a positive impact on their properties; for instance, we treat noxious weeds on county roads that lead into Forest Service lands – that work

has a positive impact on their property. It is work we are required to do by statute and would do with or without the agreement with the Forest Service.

**{{{Commissioner Kramer moved to approve Modification #3 to U.S. Forest Service Grant Agreement 17-SA11060600-017 for Noxious Weed Treatment. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}**

**Discussion Item – Building Codes Reserve Funds Distribution IGA**

Chair Hege reviewed the memo included in the Board Packet. He commented that it took a while to get this agreement in place; it has all four counties agreeing on the distribution of the reserve funds and is fairly straightforward.

Vice-Chair Schwartz asked if the amount will be updated. Ms. Clark replied that Finance Director Mike Middleton will provide the current amount in the account; interest should have been reported yesterday. She said she would also adjust the dates to be current.

Chair Hege reported that Gilliam County does not want their distribution until the next fiscal year; we may owe them more in interest if we hold it for them.

The Board agreed that this was a long time coming and it will be good to be able to move forward. Thanks were expressed for Chair Hege's work on this project.

**{{{Commissioner Kramer moved to approve the Intergovernmental Agreement between Wasco, Sherman, Wheeler and Gilliam Counties for the distribution of MCCOG Building Codes Program reserve funds. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}**

**Discussion Item – PPE Distribution Request Letter**

Commissioner Kramer reported that on recent calls with Senator Findlay and Representatives Bonham and Owens the legislators made a request that we send a letter to the Governor just to record our concerns.

Vice-Chair Schwartz said that she appreciates the passion around the issue but she is not clear about what the letter is asking the Governor to do; she does not believe there is a need for the letter. She said there is a system in place to distribute personal protective equipment; it is the same system we are using. She said she understands the national frustration but is not comfortable with the letter. Commissioner Kramer stated that this is just a voice from the rural communities. We may be receiving equipment but our partners to the east believe they are not. He said that he would not push the issue of the letter

Chair Hege said that there have been some interesting stories from eastern communities regarding what they are and are not getting. He suggested that we change the word “evenly” to “fairly” in the letter. He said our partner counties are frustrated and would like us to add our voice to theirs, asking for transparency and fairness.

Vice-Chair Schwartz said that the letter doesn’t say what we want changed. How would we suggest it be different from what it is now? She read from an announcement saying that we would be getting a shipment of equipment today. She said she is not clear about what we are asking them to change.

Commissioner Kramer noted that all of the Commissioners have seen this letter before today. He suggested that as we move forward with packets, comments should go through the administrative staff to make changes for efficiency at meetings. He said he is willing to put this off and rework it, but thinks we need to add our voice in the communication with the Governor’s Office.

Chair Hege commented that he does not understand how they are distributing. Vice-Chair Schwartz said there is a certain criteria they are using in regard to the population, bed capacity and confirmed cases.

#### Agenda Item – Fee Schedule Ordinance Hearing

Chair Hege opened the hearing at 9:30 a.m. explaining that today is the first of two hearings; there will be no vote taken today. There will be an opportunity for public comment at both hearings. He reviewed the process to be followed at today’s hearing.

Associate Planner Brent Bybee reviewed the presentation included in the Board Packet. He stated that at the beginning of the year the Planning Department embarked on an analysis of their fees. He said that in the 1990s there was a lack of tracking of time and materials. In the early 2000’s they did begin some tracking to inform fees; time tracking stopped in 2008. He noted that in 2005 the Board was presented with 25%, 50% and 75% recovery rates and typically charged at a rate of 50% recovery of actual costs.

Mr. Bybee reviewed a chart illustrating fee schedules from other Oregon counties. He explained that counties all have their own processes; because of that, comparison is not an accurate way to set our fees. We need to analyze our own work. He said that they will continue that analysis and come back to the Board at a future date with further adjustments.

Vice-Chair Schwartz asked when they expect that analysis to be completed. Mr. Bybee replied that they are trying to determine how they can use Acela for that analysis. The COVID-19 pandemic has thrown a bump in the road; we had hoped to get it done by the end of the year, but that may be delayed.

Building Official John Rodriguez reviewed the Building Codes fees changes included in the Board Packet. He said that it is the result of several proposed schedules with feedback from the Board and the public informing the final proposal. It is basically a 15% increase across the board.

Vice-Chair Schwartz asked if the unspecified notation in some cases for a current fee is because it is a new fee. Mr. Rodriguez confirmed, saying that these were services that were not part of the original fee schedule we inherited from MCCOG.

Chair Hege asked for comments from the public. Ron Nelson made a chat comment that these are reasonable increases.

The Board thanked staff for their work on the fee schedule. Commissioner Kramer read the title of the Ordinance into the record: Ordinance 20-002 in the matter of amending Wasco County's Uniform Fee Schedule for Various County Departments.

Chair Hege noted that the second hearing would be held on April 15<sup>th</sup> and closed the hearing at 9:58 a.m.

#### Agenda Item – BOPTA Report

County Clerk Lisa Gambée reviewed the Board of Property Tax Appeals memo included in the packet explaining that the process opened in February and concluded in early March. The reading of the final numbers is required by statute. The hearings resulted in a reduction of \$974,880 in assessed value.

Chair Hege noted that some of the cases will go to appeal at the Magistrate; those appeals could change the final outcome. He said that the process this year was well-done.

#### Agenda Item – 2020 Leadership Summit Notes

Ms. Gambée reviewed the notes included in the Board Packet. She said that the training was based on the work of Brene Brown. A lot of phrases from the training are making their way into the organization's vernacular. For her, the phrases and concepts "Clear is Kind" and "Paint what done looks like" have both made her a

better leader.

Chair Hege commented that it was good training and the notes are both good for history and to remind us of what we learned. He stated that we had two follow-up trainings that had to be cancelled. He asked if they are being rescheduled. Ms. Clark reported that she is in touch with the trainer, Amy Leneker, and will be rescheduling once we have a better sense of when it might be safe to relax the guidelines for social distancing.

Ms. Gambie reported that her office would be doing their first virtual marriage license application this afternoon.

Vice-Chair Schwartz stated that the notes are excellent; reading through them was so helpful in reminding her of what we learned. She added that Mr. Middleton's financial summary is very useful. She pointed out that he had talked about unknown risks; it is ironic that just a few months later we are facing a global pandemic – a risk we could not foresee.

Chair Hege said he would encourage the Management Team to review the notes as well. Commissioner Kramer thanked the entire team for what we accomplished at the Summit.

**{{Commissioner Kramer moved to approve the 2020 Leadership Summit Notes. Vice-Chair Schwartz seconded the motion which passed unanimously.}}**

Chair Hege asked if there is any public comment at this time. There was none.

<b>Agenda Item – Transportation Grant Management IGA</b>
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Mid-Columbia Economic Development District Executive Director Jessica Metta stated that the Board of Commissioners approved the application for an ODOT Transportation Management Grant to develop a 20-year plan for transit in Wasco County. Wasco County is the eligible applicant. The grant was awarded and the Board has signed the grant agreement with ODOT. ODOT will now contract directly with the Consultant; MCEDD will provide the matching funds and will work with the Consultant on the project. This IGA formalizes that arrangement.

Chair Hege asked what the hope is for the project. Ms. Metta replied that it will be a year-long process to look into what transit will look like operationally and financially. We want a well-rounded consultant to help visualize and forecast. For a strong future with a growing and aging population, we will need to develop

partnerships throughout the community. This will give us a master plan that includes the more rural parts of the County.

Vice-Chair Schwartz stated that she sits on the Transportation Advisory Board and has heard a lot about this work. She thanked Ms. Metta for the work she is doing in transportation – it is an essential service and MCEDD has made a lot of changes to accommodate social distancing. She asked Ms. Metta to pass our thanks on to her staff for being willing to be out there.

Chair Hege asked how the fixed-route system is working. Ms. Metta said that a deviated fixed-route system was launched in April of last year and since that time the ridership has grown. They had planned on adding a bus this April but that has been put on hold due to the COVID-19 outbreak. It will make runs available every 30 minutes. Once the crisis has passed, they will circle back to the additional bus. She added that they have marketing dollars that must be expended so they will soon be putting up billboards. She said they have submitted a grant application that will allow for a second loop and hope to hear back soon. That would be a July 1<sup>st</sup> roll out.

**{{Vice-Chair Schwartz move to approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District for the management of the Oregon Department of Transportation grant-funded program. Commissioner Kramer seconded the motion which passed unanimously.}}**

Discussion Item – COVID 19 Response

Mr. Stone said that he asked Emergency Manager Sheridan McClellan to send him the distribution formula but he does not have it yet. There is a limited supply of PPE and it is being distributed. If we get into a surge, we don't want to have used it all. He said he would send the formula after he receives it.

Chair Hege said that Representative Walden was being asked how the feds are distributing. Some of the smaller counties were aghast at the small number getting sent to the small counties. With the limited numbers available, not everyone will get what they need.

Mr. Stone said that the Unified Command for Wasco, Sherman and Gilliam counties is running and growing as we determine needs. It is difficult – we have a limited number of EMS in a large population. We can't bring people together to be served. We are having to rethink how we do things. Wasco County has a number of staff in the UC which adds an additional workload to them. Sheriff

Magill is heading up operations which is probably the heaviest lift. Administrative Services Office Manager Stephanie Krell is leading the Joint Information Center which is a massive job. Public Health is significantly burdened in this and they are doing a great job.

Chair Hege observed that the Health Board has talked about scenarios like this – they have always had this on their minds. This is part of why they exist.

Vice-Chair Schwartz said she wants to emphasize that the most important weapon we have in the pandemic is to stay home. She said she wants to encourage citizens to take this extremely seriously. She said that people should only leave home for essential things. The need for PPE will go down if we stay home.

Commissioner Kramer said that he is involved with the Multi-Agency Coordinating Committee (MACC) It includes Public Health, counties' representatives, City of The Dalles, and Mid-Columbia Fire and Rescue. He said it is a great team – boots on the ground to gather information, concerns and issues and send them on to Unified Command. He said he believes the MACC will eventually transform into the policy and finance arm of the response. He said that right now, we need to understand that staying home is our best weapon. He said that his phone is open and he wants to hear from the public. He reported that the MACC will meet with the UC this afternoon.

Ms. Gambie said she would like to remind the public that we do have information on our website with links to trusted sources.

#### Discussion Item – Management Team Attendance

Ms. Clark explained that historically Mr. Stone has held monthly Management Team meetings to which the Board was invited to give them the opportunity to hear what is happening in the various County departments. Because all three Commissioners were invited, the meeting was publicly noticed, but the meeting was actually Mr. Stone's staff meeting. With all the remote work occurring since the start of the COVID-19 crisis, Management Team meetings have moved to weekly and are not being noticed. Therefore, the Chair has been the only Commissioner attending, although the meetings have been recorded to allow the two non-attending Commissioners to stay informed. The reason for this discussion item is to allow the Board to determine if they want it to continue with the Chair attending the weekly meetings or do they want to rotate through with a different Commissioner attending each week.

Chair Hege said he would like to continue to attend but is open to a rotation. Commissioner Kramer said he would like to have Chair Hege continue to attend as the Board representative. He said that he is busy with the MACC and knows that Vice-Chair Schwartz is busy with North Central Public Health. The recording is good for staying informed.

Vice-Chair Schwartz agreed, saying that if at any time Chair Hege needs someone to attend in his place, she would be happy to do so.

Consent Agenda: Minutes – 3.18.2020

**{{{Commissioner Kramer moved to approve the Consent Agenda. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}**

Commission Call

Commissioner Kramer said that he noticed through the CARES Act there is a workshare program. That is something we need to look at as we will have to apply. This would protect some of our workforce if this gets worse. He said he would like our Administration to look at this for our workforce. Mr. Stone said that Human Resources Director Nichole Biechler is monitoring that for us.

Chair Hege said that he is on the Lower Deschutes River Area Management team which met a week and a half ago and concluded that the BLM needed to close those parks. As of today, all BLM parks are closed on the Lower Deschutes and permits already issued will be refunded. The permitting will be open but the closure could be extended beyond May 1<sup>st</sup> in which case refunds would again be issued.

Chair Hege asked if today's meeting is being recorded. Ms. Clark replied that it is not. Statute requires that recordings be maintained for a full year after minutes of the meeting are approved. The video files are just too massive for our system to store a year's worth. She suggested that we could post a link to the radio station's audio recording of the meeting.

Chair Hege asked radio news reporter Rodger Nichols his impression of how the Board is doing in the new format of virtual meetings. Mr. Nichols replied that the audio comes through clearly and he believes the County is doing a good job of allowing public access.

Chair Hege adjourned the meeting at 10:26 a.m.

Summary of Actions

**MOTIONS**

- **To approve Modification #3 to U.S. Forest Service Grant Agreement 17-SA11060600-017 for Noxious Weed Treatment.**
- **To approve the Intergovernmental Agreement between Wasco, Sherman, Wheeler and Gilliam Counties for the distribution of MCCOG Building Codes Program reserve funds.**
- **To approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District for the management of the Oregon Department of Transportation grant-funded program.**
- **To approve the Consent Agenda: 3.18.2020 Minutes.**

Wasco County  
Board of Commissioners

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Scott C. Hege, Board Chair

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Kathleen B. Schwartz, Vice-Chair

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Steven D. Kramer, County Commissioner



## AGENDA ITEM

### Labor Counsel Recommendation

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[STAFF MEMO](#)

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[PUBLISHED RFQ](#)

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[RESPONSE ANALYSIS](#)

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## MEMORANDUM

**SUBJECT: RFQ for Labor Attorney**

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TO: BOARD OF COUNTY COMMISSIONERS

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FROM: NICHOLE BIECHLER

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DATE: 03/25/2020

### BACKGROUND INFORMATION:

In January of this year, Wasco County was informed by our current labor attorney, Adam Collier of Ogletree Deakins that he would be starting his own firm, CDR Labor Law, and requested that Wasco County consent to a file transfer authorization. It was determined that due to the change in representation that Wasco County would send out a *Request for Qualifications and Quotations for Labor Attorney Services*. The RFQ was submitted and sent out to prospective labor firms in February, 2020.

Responses were due by March 6, 2020 and Wasco County received six (6) responses back from the following firms;

- Barran Liebman, LLP
- Bullard Law
- CDR Labor Law
- Lane Powell PC
- Local Government Law Group
- Peck, Rubanoff and Hatfield, PC

Responses were judged on the following criteria; fees, location, structure, area(s) of expertise, time in business/years in practice, local government law and labor law staff and bargaining experience, experience with specific union organizations, public sector collective bargaining philosophy, references and why the firm thought they would be the most qualified to represent Wasco County.

After careful review and consideration, the recommendation is being made to move forward with Barran Liebman. At this time, I am requesting authorization from the BOCC to begin the contract agreement process for labor attorney services.

Thank you for your attention to this matter and please let me know if you have any questions or concerns regarding the recommendation and/or process.

Nichole Biechler  
Human Resources Director

Enc.

# **REQUEST FOR QUALIFICATIONS AND QUOTATIONS LABOR ATTORNEY SERVICES**

ISSUED: February 9, 2020  
RESPONSES DUE: March 6, 2020

Wasco County, Oregon  
511 Washington Street  
The Dalles, Oregon 97058

**Purpose:**

Wasco County ("County") is seeking qualifications and quotations from law firms to support Wasco County in collective bargaining negotiations, grievances, arbitration and other related areas as needed involving the County's collective bargaining agreements. It is the intent of the County to engage legal counsel services from an individual attorney or attorneys from a qualified law firm. The County may select multiple firms to serve its specific needs, but its preference is to select a single entity for general legal services related to collective bargaining. The County seeks these services to begin as soon as possible.

Interested parties are invited to submit qualifications for the provision of these services. In order to be considered, submissions must address each of the requests for information included in this document. In addition, information regarding rates and fees outlined must be submitted in a separate sealed envelope titled "Proposed Fees."

All addenda, notices, additional information, etc. will be posted to Wasco County website at [www.wascocounty.org](http://www.wascocounty.org).

One (1) original plus one (1) digital copy of the proposal must be sealed and returned to:

Wasco County  
Attn: Tyler Stone, Administrative Officer  
511 Washington Street, Suite 207  
The Dalles, OR 97058  
Email: [tylers@co.wasco.or.us](mailto:tylers@co.wasco.or.us)

**Submission deadline is 4:00 PM on March 6, 2020.**

All submissions must be plainly marked with "Labor Attorney Services RFQ."

**Background:**

Wasco County has a population of over 26,000 people in an area of 2,395 square miles – more than half of the County's population resides in the City of The Dalles, Wasco County's government seat. The County has traditionally retained a legal firm specialized in collective bargaining in the State of Oregon. The County currently has two bargaining units WCLEA and FOPPO.

**Scope of Services:**

The Labor Attorney is required to provide legal advice and counsel to the County on matters relating to collective bargaining practices and organization of unions. This firm will take the lead in representing the County in collective bargaining sessions. Additionally, the attorney will represent the County in all mediation, grievances and arbitration sessions. All data preparation such as salary studies for statutory comparators will be performed by this attorney or firm. The applying attorney or firm must be licensed in the State of Oregon and demonstrate that they or their firm is/are current members in good standing of the State Bar of Oregon. Prior experience negotiating with the aforementioned unions is preferred.

Firms submitting responses to Wasco County's request shall provide reasonably detailed descriptions of their qualifications to provide the services in a manner suitable to Wasco County as detailed further in this Request for Qualification and Quotation.

**Response Content:**

The response must be organized in sections containing the following information and should be limited to twenty-five (25) pages.

**Description of the Firm**

Provide a description of your firm, including: location, structure, areas of expertise, time in business, number of employees and other information that would help characterize your firm. State the size of the firm, the firm's local government law and labor law staff, the location of the office from which the work on this position is to be

performed and the number and nature of the professional staff to be employed in this appointment. Name, address, telephone number, fax number and email address of firm. Include contact person and telephone number for purposes of following up on proposal.

### **Experience of the Firm**

Provide an overview of the experience of the firm for labor negotiations, grievances and arbitration representation relating to contracts on behalf of a County (local) government. Provide a minimum of three (3) public sector references for the individual(s) to be assigned to Wasco County. References should be able to articulate experiences with the specific individual(s) in labor contract negotiation, grievance and arbitration matters. Where possible, provide public sector employer clients that have had experience in dealing with the same labor organizations as Wasco County. List all other county governments within Wasco, Hood River, Sherman, Wheeler, and Gilliam Counties that the firm (specify the individual(s) proposed as attorneys working for Wasco County) represents.

While it is understandable that Wasco County would not necessarily be the only client of the individual(s) assigned to Wasco County, describe how this individual(s) and the firm will balance other projects so that the response to Wasco County is done so as to not cause any delays in services.

Describe the individual(s) experiences dealing with WCLEA or FOPPO, as well as the business agents and field attorneys assigned to Wasco County. Please tell us about the educational background of those attorneys proposed to be working with Wasco County. A narrative of the qualifications of the person(s) proposed to work directly for Wasco County should include:

- a. Legal training, years of practice, area of specialization; include date of admittance to Oregon State Bar, undergraduate degrees, law degrees and any other degrees held; and
- b. Years of labor law practice; and
- c. Bargaining experience and demonstration of a satisfactory court track record; and
- d. Identify any professional affiliations/detail experience in representing Oregon county government(s) as its labor attorney.

### **Project Approach**

Describe the firm's approach/philosophy in regards to public sector collective bargaining. Explain what Wasco County may expect from the individual(s) assigned to Wasco County in preparing for negotiations with WCLEA/FOPPO. Describe what would be requested of Wasco County in preparation for and during the collective bargaining negotiations process. Also, include a one page response on why you believe your firm and the individual(s) assigned to Wasco County are the most qualified to represent Wasco County. Lastly, describe any innovative approaches that will be used to save or reduce costs associated with providing the needed or required legal services.

### **Fees**

Wasco County requests a separate fee proposal for collective bargaining counsel and representation (including grievance and arbitration matters). During the months when active bargaining is taking place, Wasco County estimates thirty (30) hours per month of services would be required that may include strategic advice, drafting, legal review and "at-the-table" negotiations.

Wasco County requests an hourly rate (however, if a flat-fee proposal or a portion of a flat-fee proposal is proposed, Wasco County would consider such an arrangement) for services associated with presentation and legal counsel on collective bargaining negotiations with both WCLEA and FOPPO. The deliverables and expectations would need to be defined by the firm and Wasco County in advance on a pre-project basis and work would be required to be pre-approved in writing by Wasco County.

### **Specific Information**

In addition to the materials requested above, please address the following subjects and questions. Further information, not specifically requested may also be provided:

1. Describe the methodology that would be used in addressing issues common to Wasco County and other Counties in part or as a whole.

2. Describe the level of coverage for malpractice insurance carried. Is the coverage on a per client basis, or is the dollar figure applied to the firm as a whole? Documentation of the malpractice insurance coverage shall be provided at a future date as requested by Wasco County.
3. A statement ascertaining that within the last five years has the organization, its officers, partners, employees, shareholders or principals been a party in any litigation or other legal proceedings as a defendant relating to the services provided by the entity? If so, provide an explanation and indicate the current status or disposition of any such situation.
4. State whether the firm, its officers, partners, principals, agents or employees, that are expected to perform services under this RFQ, have been disciplined, admonished, warned, or had any license, registration, charter, certification or any similar authorization to engage in the legal profession suspended or revoked for any reason.
5. Has the firm been in bankruptcy, reorganization or receivership in the last five years? If so, please explain current status.
6. Has the firm been disqualified or terminated by any municipal, county, state government or other public agency? If so, please explain under what circumstances this disqualification or termination occurred.
7. Please provide a concise statement explaining the firms' approach and ideas for controlling/limiting Wasco County's legal expenses.
8. Identify any conflicts of interest that your firm may have in representing Wasco County.
9. Describe your plan for transitioning/working with existing County Counsel for Wasco County. Include your estimated time needed for the transition and what type of relationship you anticipate with the current attorney. Please provide any current or past clients where your firm served as the labor attorney, or other attorney for a local government that had an in-house County Counsel.
10. Please share any other information you feel would be helpful to Wasco County as they make the decision on the Labor Attorney.
11. The County Commissioners and Administrative Officer may require interviews with firms at the Board's discretion.

*The County reserves the right to renegotiate terms as needed to obtain the most cost advantageous services.*

#### Selection Criteria:

It is the intent of Wasco County to award the contract to the most qualified firm(s) or individual(s) that best meets the needs and interests of Wasco County. A (enter number) (#) member selection committee consisting of (enter description here) will make the contract award recommendation. The Wasco County Board of Commissioners will make the final decision.

Submissions in response to this RFQ will be judged by the selection criteria and the results of the selection committee interview.

The following selection criteria shall be considered in awarding a contract for the services described herein:

Qualifications of the individuals who will perform the tasks and the amount of their respective participation

Experience in providing the professional services requested by the County (references related thereto will impact this criteria)

Ability to perform the tasks in a timely manner, including staffing and familiarity with the subject matter and Wasco County (references will impact this area)

Thoroughness and completeness of the applicant's submittal

Experience working with County's existing unions.

Rates

Interview

Not all individuals/firms submitting qualifications may be interviewed. The County reserves the right to reject any and all submittals, to re-advertise or to otherwise proceed when the best interest of the County will be realized. The County will not be responsible for any costs by the firm in preparing, submitting or presenting its response to the RFQ. This RFQ does not commit the County to award a contract. All responses will be treated as confidential unless otherwise required by law.

**Submission Deadline:**

Submissions must be received by 4 PM on (enter date here). All responses will be opened publicly in the County Administrator's office at that time and taken under advisement. Responses received after the time stipulated will not be accepted.

**General Terms and Conditions:**

There are no expressed or implied obligations for Wasco County to reimburse responding firms for any expenses incurred in preparing proposals in response to this RFQ.

The County reserves the right to request clarifications regarding information submitted as well as request additional information from one or more parties submitting qualifications.

No proposals may be withdrawn or revoked for a period of 60 days after date of opening.

Ownership of all data, materials, and documentation prepared for and submitted in response to this RFQ shall belong exclusively to Wasco County and will be considered a public record and subject to public inspection in accordance with Oregon public records laws.

The Wasco County Board of Commissioners reserves the right to reject any or all proposals, call for new proposals, to waive any informality in a proposal, and to select the qualified parties. The Wasco County Board of Commissioners reserves the right to accept, reject, and/or negotiate any and all proposals or parts of proposals deemed by the Board to be in the best interest of citizens of Wasco County.

This RFQ shall be governed in all respects by the laws of the State of Oregon and the successful proposing parties shall comply with all applicable federal, state, and local laws and regulations.

By submitting their qualifications, all proposing parties certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other person or party in connection with their proposals, and that they have not conferred on any Wasco County employee having official responsibility for this procurement transaction of any payment, loan, subscription, advance, deposit of money, services, or anything of value of more than nominal value, present or promise, unless consideration of substantially equal or greater value was exchanged.

By submitting their qualifications, all proposing companies certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the State of Oregon and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Oregon or the federal government.

Firm Name	Rate per hour	Litigation Rate	Legal Asst.	Notes	Recommend?
Local Gov.t. Law Group	\$ 245.00	\$ 270.00	\$ 75.00	Luke warm responses from references. Mixed reviews for services. Concerns with past relationships and working environment. Rates are low.	No
Lane Powell, PC	\$ 385.00			\$2800 "at the table" CBA neg. Rates are highest. No exp. w/this firm. Location is a concern.	No - too high
Bullard Law	\$ 325.00			Travel time at 1/2 hourly rate. Good ref. recommendations, past labor counsel came from this firm. RFQ didn't address specifics of who would rep. W.C.	Maybe
CDR Labor Law	\$ 310.00			Exp. Wrking w/Adam Collier, small firm, just started, ref listed are from prior firms, past practice has been hit/miss. 3rd firm Adam has been a part of since wrking w/W.C.	Maybe
Barran Liebman	\$ 300.00		\$ 150.00	.575/mile cents for travel. Thorough analysis of RFQ. References had positive feedback. Prior exp. Working with both attorneys that would be on board with W.C. Added advantage of labor law training available. This is something we don't have any longer with Ogletree, since Adam's departure. Good reporire with firm and past business relations.	Yes
Peck, Rubanoff & Hatfield, PC	\$ 280.00		\$ 50.00	.58/mile cents for travel. No prior knowledge of firm. No feedback from ref. Fees seem low for services provided. No historical conext or past working relationship.	No



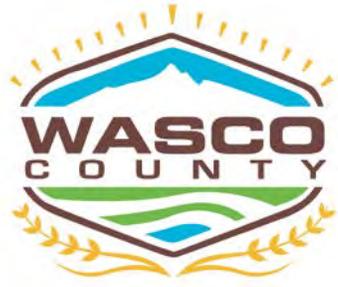
## AGENDA ITEM

### Bakeoven Solar Project Comments

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[STAFF MEMO](#)

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**MEMO**

To: Board of County Commissioners

From: Angie Brewer, Planning Director

Date: April 9, 2020

Subject: Status of Commercial Energy Projects in Wasco County

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Wind Projects

**Summit Ridge Wind Farm** (state review)

Project: Up to 72 wind turbines with a peak generating capacity of 194.4 megawatts, located within a site boundary of approximately 11,000 acres.

Applicant: Summit Ridge Wind, LLC a wholly owned subsidiary of Pattern Renewables 2 LP

Status: Approved but not built. Construction of the facility must begin by August 19, 2020 and be completed by August 19, 2023. Recently, an appeal to circuit court was filed by the Friends of Columbia River Gorge, Oregon Wild, and Central Oregon Land Watch, seeking judicial review of the Energy Facility Siting Council's decision to not accept the Friends' request for a contested case hearing.

More Information: <https://www.oregon.gov/energy/facilities-safety/facilities/Pages/SRW.aspx>

**Imperial Wind** (county review)

Project: Up to 41 wind turbines with a peak generating capacity of 103 megawatts, three meteorological towers, a collector substation, operations and maintenance building, and overhead and underground collector lines between turbines.

Applicant: Brian Walsh, Imperial Wind, LLC

Status: Approved by Wasco County in 2019, not yet built.

More Information available: Conditional Use Permit # 921-18-000161

Solar Projects

**Bakeoven Solar** (state review)

Applicant: Bakeoven Solar, LLC, a subsidiary of Avangrid Renewables

Project: solar photovoltaic energy generation facility with a nominal generating capacity of approximately 303 megawatts (MW), and a proposed battery storage system capable of storing 100 MW of energy. Other proposed components include a substation, operations and maintenance building, and an approximately 11-mile, 230 kilovolt transmission line. The

proposed facility components would be located within a site boundary of approximately 10,615 acres, and would permanently disturb approximately 2,717 acres.

Status: Approved March 20, 2020; we are in the 30 day appeal period. Petitions for a contested case proceeding must be submitted to the hearings officer by 5:00 p.m. on April 20, 2020.

More Information: <https://www.oregon.gov/energy/facilities-safety/facilities/Pages/BSP.aspx>

**Wasco Solar** (county review)

Project: Up to up to 320 acres of solar photovoltaic panels on a 400 acre site, and associated equipment and transmission lines.

Applicant: Jake Stephens of Wasco Solar, LLC

Status: Approved by Wasco County in 2019, not yet built.

More Information: Conditional Use Permit # 921-18-000192

/AB



## AGENDA ITEM

### Wasco County Economic Development District Quarterly Report & Appointment

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[STAFF REPORT](#)

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[STAFF MEMO](#)

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[FRITZ ELLETT APPLICATION](#)

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[ORDER 20-030 APPOINTING FRITZ ELLETT TO EDC](#)

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[MOTION LANGUAGE](#)

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**Wasco County Economic Development Commission  
Report to the Wasco County Board of Commissioners**

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April 2020

**Response to COVID-19 Economic Impacts**

The situation around COVID-19 has been quickly shifting in the Pacific Northwest and our region over the past several weeks. MCEDD has been working closely with the Regional Solutions Team (including the regional workforce entities, Business Oregon, Department of Environmental Quality, and Oregon Department of Agriculture), the Chambers, Ports, Small Business Development Center, and other partners to coordinate information about tools and resources being activated for local businesses and employees related to the economic impacts of COVID-19. This effort has included:

- Standing up a bi-state Mid-Columbia Economic Resilience Team with partners from the five counties MCEDD serves as well as two additional counties that are part of the North Central Regional Solutions area.
- Gathering information on business impacts and concerns so we can aggregate and share information up to the Regional Resilience Team as well as to State and Federal partners
- Share information via daily updates to the Resilience Team so that they can disseminate through their channels as well as via the [mcedd.org/ready](http://mcedd.org/ready) website so that businesses and local partners have one place they can access information on the resources available to them at this time. **We will continue to utilize this page on our website to link to updates and resources available and are updating the page frequently to reflect changing resources.**

In addition, EDC staff in conjunction with Regional Solutions has been asked to support the Emergency Operations Center in efforts around addressing immediate, mid and long-term economic impacts as well as support a business liaison function. Through this role staff is working with the JIC to provide information releases related to business/employee resources, engaging with key industry sectors around needs and supply chain concerns, and starting to develop intermediate and longer term steps to plan for the coming months.

MCEDD and the Oregon Investment Board are also working with existing loan clients to provide deferrals upon request as well as leverage the Pilot Program through OIB to support small, flexible loans that can move more quickly to funding. Additionally, MCEDD is seeking funding from the Oregon Community Foundation to support to provide additional flexibility with the lending program during this period.

**Workplan Development**

Staff worked with each Committee to develop workplans to focus work moving forward. At the EDC's April 2<sup>nd</sup> meeting that these workplans should be revisited to ensure that economic impacts from the COVID-19 related measures are incorporated.

**Unincorporated Communities Committee**

The Unincorporated Committee consists of EDC Commissioners Joan Silver and former EDC Member Stan Kelsay. The Committee supported Wamic Water & Sanitary in completing contracts with HECO Engineering and beginning implementation of their scope of work to support addressing their waste water system's infill and infiltration challenges. Additionally, staff worked with RCAC to develop a longer-term strategic planning proposal to support the District for both systems.

### **Small Cities Committee**

Staff and EDC Members (Terry Moore, Frank Kay) have worked on projects to support communities around the County.

In Dufur, staff worked closely with the City to support submission of funding applications to finalize their financing package. This will include USDA Rural Development funding, Business Oregon's Water/Waste Water funding, and interim financing through DEQ. Staff also met with a representative of the Dufur Chamber to discuss potential resources for welcome signs and additional marketing for Vintage Dufur Days.

In Maupin, staff has been working with the City on several projects. Staff is currently working with the City to support drafting of a request for proposals for their Housing Needs Analysis project supported by a DLCD TA grant and engaged around exploring potential paths to support community visioning in 2020. Additionally, staff met with the City's new City Manager to discuss ongoing projects and support for items as they move forward.

### **Broadband Committee**

The Broadband Committee currently includes EDC member Justin Brock and engages with staff with local partners and former EDC members focused on broadband work. Staff has continued to meet with the City of Maupin and their WebWorks planning group to discuss a potential training schedule for 2020, exploration of engaging students in supporting community and business adoption of broadband, and support for teleworking opportunities. The group was preparing for an April business training but has decided to postpone the training with a to be determined date.

**Open for Business Committee:** The Open for Business Committee includes EDC Commissioners Nan Wimmers and Megan Thompson. Staff has been participating in The City of The Dalles' EOA Buildable Lands Inventory process. The initial two meetings were held in January and March but the third has been postponed. Staff is working to develop comments to submit to the City and its consultants for incorporation into the next steps.

### **General EDC Activities:**

EDC staff provided the following support services:

- The Columbia River Gorge Commission continues their Gorge 2020 Management Plan update process with a focus on the economic development chapter, urban area process, recreation, and land use and development review. The urban area policy has continued to be discussion point and staff is monitoring this effort. Additional information on this process can be found on the [Gorge 2020 website](#).
- Staff has continued engagement with the Fair Board around implementation of the strategic plan developed.
- The City of Antelope's water system project has been able to continue through the winter due to mild weather, and is nearing completion under budget. They are considering addressing some items removed from the initial scope with the remaining funds. The project received funding from a Community Development Block Group as well as the Safe Drinking Water Revolving Loan Fund at Business Oregon.
- Staff is serving on the planning committee for the statewide Infrastructure Summit. A save the date for next year's summit October 5<sup>th</sup> and 6<sup>th</sup> in Bend is forthcoming.

- Staff participated in a panel at the Western Governor’s Association’s Reimagining the Rural West Workshop on March 20. The event had been scheduled to be hosted at the Readiness Center in The Dalles but shifted to a virtual format.
- MCEDD received notice from Business Oregon that the region has been awarded a Rural Opportunity Initiative Grant. This will grant will support business training focused on preparing businesses to be more resilient, improving readiness for accessing capital, and increasing utilization of broadband based tools in addition to hosting a lenders roundtable. These efforts will be completed in partnership with the CGCC Small Business Development Center as well as local chambers of commerce.

**By The Numbers**

*We know COVID-19 is causing a reduction in economic activity both nationally and in Oregon. It is too early for unemployment rate or jobs numbers to show the impact of these employment disruptions. As a result, rather than our usual unemployment rate and total non-farm employment data comparisons, staff is including information provided by Dallas Fridley (Regional Economist, Oregon Employment Department) to the Mid-Columbia Economic Resilience Team as well as some resources from the Oregon Employment Department’s more recent information updates.*

**Historical Data:** on unemployment claims in the 5-county Oregon region (Gilliam, Hood River, Sherman, Wasco and Wheeler):

- Peak weekly regular UI claims over 2007-2020-week#8: 1,234 regular claims (2008-week #52)
- 52-week moving average (high): 899 regular claims (February 2010)
- Regular Claims as of Week #8-2020 (week ending Feb 22nd): 294; 89 in Hood River and 169 in Wasco

**Initially Impacted**

**Industries:** Here is a brief list of industries with significant impacts under the initial round of potential impacts, which continues to change with shifts in policy.

5-County Oregon Columbia Gorge Region

Industry	Jobs	Payroll	Employer Units
Personal and laundry services:	150	\$3.4M	26
Ambulatory health care (medical offices):	1186	\$61.2M	124
Amusement, gambling and recreation:	806	\$14.8M	25
Accommodation:	781	\$18.9M	40
Food services and drinking places:	2427	\$48.4M	155
<b>Total</b>	<b>5350</b>	<b>\$146.7M</b>	<b>370</b>
% of total all industries employment	19%	13%	15%

**Initial Unemployment Claims Figures:** At <https://www.qualityinfo.org/covid-19> the

State Unemployment Department is continuing to update data as information is processed. The charts below show some of the initial impacts, but are not complete as this only reflects the 77,000 claims fully processed thus far. Both of the last two weeks in March set records for number of



initial claims in Oregon at 92,700 and 76,500.



## Memorandum

**Date:** April 7, 2020  
**To:** Wasco County Board of Commissioners  
**From:** Carrie Pipinich, EDC Coordinator  
**Re:** Appointment for Position 9

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Position 9 is an at-large position previously held by Gary Grossman, who decided to step down from the EDC in December. Staff conducted outreach via both the MCEDD and EDC websites as well as through a press release.

Staff received one interest form for this position from Fritz Ellett (attached for reference). The interest form was presented to the EDC at its April 2, 2020 meeting and the EDC unanimously recommended appointment for Mr. Ellett.

In addition to this vacancy, there are two additional open positions on the EDC currently. They are:

- Position 5 represents the City of The Dalles. They are currently working to hire a new staff member focused on economic development in the Community Development Department. Staff will work with the City to support appointment of this staff once they are hired.
- Position 2 represents Central Wasco County and the Dufur area. At this time, staff has not received an interest form for this position. Staff will continue to conduct outreach around this position to support bringing interest forms to the EDC at its June meeting.

### **Request**

1. The Wasco County Board of Commissioners makes appointments to the EDC. Staff requests consideration for a motion to appoint Fritz Ellett for Position 9 on the EDC.
2. Please consider potential candidates for Position 2. Direct outreach to candidates or connecting them with staff would be much appreciated.

# WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION INTEREST FORM

The purpose of this form is to assist the Wasco County Economic Development Commission (EDC), Wasco EDC staff, and Wasco County Board of Commissioners in evaluating the qualifications of an applicant for appointment to the Wasco County EDC. This is an unpaid position for a four year period. **Please complete the entire form and return to:**

*Wasco County Economic Development Commission  
c/o Mid-Columbia Economic Development District  
802 Chenoweth Loop Rd, The Dalles, OR 97058  
[carrie@mcedd.org](mailto:carrie@mcedd.org)*

*For questions call 541-296-2266.*

Please Indicate which position you are interested in:

Position 2 (Representing Central Wasco County)

Position 9 (At-Large)

## PERSONAL DATA

Preferred Mailing Address: Home  Business

Preferred Title Mr. (e.g. Mr, Mrs, Ms, Dr, etc.)

First Name Fritz Last Name Ellett

Home Mailing Address [REDACTED]

City The Dalles State OR Zip 97058

County Wasco

Business Name Green Ridge Tree Farm

Business Address [REDACTED]

City The Dalles State OR Zip 97058

Occupation Farmer

Home Phone ( [REDACTED] ) [REDACTED] Business Phone ( [REDACTED] ) [REDACTED] ext [REDACTED]

Cell Phone (optional) ( [REDACTED] ) [REDACTED] E-mail address [REDACTED]

## INTEREST IN APPOINTMENT

Describe in detail why you are interested in serving on the Wasco County Economic Development Commission. Include information about your background and how you meet the requirements for the position being sought. *You may complete this section on a separate sheet.*

I have a great interest in the success of Wasco County. Not only as a property owner and business owner, but for the long term vitality of our area and it's ability to attract new businesses, potential residents, and keep our young people here. I have been on the Chambers economic development committee for a number of years and have a background in helping businesses and being involved with business development. I am also a long time leader in our local farm bureau and our farm recently was recognized as a century farm and I have the hope that it can make another century, the economic success of Wasco County can help make that happen.

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**ADDITIONAL INFORMATION**

Do you have any identified conflicts of interest serving on this Commission (please identify)?

No.

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**Completed forms may be returned to: Wasco County Economic Development Commission, c/o MCEDD,  
802 Chenoweth Loop Rd, The Dalles, OR 97058 or [carrie@mcedd.org](mailto:carrie@mcedd.org).  
Forms are due on Friday, February 21, 2020.**



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF FRITZ ELLETT TO THE WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION POSITION #9

**ORDER #20-030**

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

IT APPEARING TO THE BOARD: That Gary Grossman's appointment to the Wasco County Economic Development Commission expired on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Gary Grossman has elected to not be reappointed to his position on the Wasco County Economic Development Commission; and

IT FURTHER APPEARING TO THE BOARD: That Fritz Ellett is willing and is qualified to be appointed to the Wasco Economic Development Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Fritz Ellett be and is hereby appointed to the Wasco County Economic Development Commission in Position #9; said term to expire on December 31, 2023.

DATED this 15<sup>th</sup> day of April, 2020.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Kristen Campbell, County Counsel

\_\_\_\_\_  
Scott C. Hege, Commission Chair

\_\_\_\_\_  
Kathleen B. Schwartz, Vice-Chair

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



## MOTION

**SUBJECT: EDC Appointment**

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I move to approve Order 20-030 appointing Fritz Ellett to Position 9 on the Wasco County Economic Development Commission.



## AGENDA ITEM

### COVID-19 Response

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[STAFF MEMO](#)

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[PROPOSED TEMPLATE FOR RECOVERY FUNDS SUB-RECIPIENTS](#)

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[UNIFIED COMMAND FISCAL POLICY #1](#)

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[EMERGENCY SPENDING AUTHORIZATION ORDER](#)

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[MOTION LANGUAGE](#)

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## MEMORANDUM

**SUBJECT: COVID-19 Response**

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TO: BOARD OF COUNTY COMMISSIONERS

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FROM: KATHY CLARK

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DATE: APRIL 10, 2020

### **BACKGROUND INFORMATION:**

As staff continues to continue for what's ahead in the response to COVID-19, two documents have been prepared and are being presented to you for awareness:

- A template for possible distribution of state/federal funds that may be sent to counties for distribution. The document in the packet references FEMA but could be used for any funding source.
- Unified Command Fiscal Policy to provide guidance and consistency for the various entities/agencies participating on the Unified Command Team

Neither of these documents requires Board approval at this time.

The third document, Order 20-032, anticipates the need for emergency funding requiring a quicker response that the Board of Commissioners could provide. This document, in order to be effective, will require Board approval.

**SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY  
COMMISSIONERS OF WASCO COUNTY AND**

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This Subrecipient Agreement, (hereinafter, the "Agreement") effective as of this \_\_\_\_\_, day of \_\_\_\_\_, 2020 is made by and between Wasco County, Oregon, (the "County") and \_\_\_\_\_, an Oregon nonprofit corporation (hereinafter referred to as the "Subrecipient").

**WHEREAS**, the Federal Emergency Management Agency ("FEMA") has authorized the distribution of Public Assistance to local governmental agencies and eligible private nonprofit organization in accordance with procedures in 44 C.F.R. §206.202(c) to aid in life saving operations related to Covid-19.

**WHEREAS**, the County is the recipient of Public Assistance funds on behalf of the Subrecipient for the purchase of \_\_\_\_\_ (hereinafter referred to as the "Project");

**WHEREAS**, the Subrecipient is a nonprofit corporation whose mission is to \_\_\_\_\_ in Wasco County, Oregon; and

**WHEREAS**, the Subrecipient has a substantial necessity for this project in order to \_\_\_\_\_, which will in tum benefit the citizens of Wasco County.

**NOW, THEREFORE**, in consideration of the foregoing, the parties agree to the following:

1. Funding:
  - (a) All funding referred to herein shall be expended solely for the approved expenditures related to the purchase, management, and control of the Project.
  - (b) (i) The County shall advance \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to the Subrecipient for implementation of the Project; and  
  
(ii) Within thirty (30) days after the end of each calendar quarter, or earlier if requested, the Subrecipient shall submit an accounting for the project expenditures, reflecting payments from the advanced funding for expenses and costs of the Project, and documentation of eligible costs in excess of the advance payment for reimbursement.
2. The Subrecipient shall:
  - (a) Submit such original reports and documentation as required by the County and the Federal Government, including but not limited to, documentation of

expenses and costs for which the Subrecipient is seeking reimbursement from the County;

(b) Use the funds received only for the purpose stated in Section 1(a) of this Agreement.

(c) Comply with all federal, State and local laws, regulations, ordinances, resolutions and policies.

(d) Maintain records documenting the following:

(i) The receipt and inventory of all funds it received from the County;  
and

(ii) The amount and disposition of all funds it receives from the County.

(e) Provide original documents for safekeeping by the County including, but not limited to, any and all required reports, invoices, and expenditures.

(f) Provide the County with all reports required by FEMA, and maintain and grant access to all reports and as required.

(g) Agree that the County reserves the right to terminate this Agreement upon written notice to the Subrecipient, which termination shall not relieve the Subrecipient of its obligations hereunder up to termination.

(h) Agree that if a determination is made that the Subrecipient has failed to use the funds from this grant for the purposes specified in Section 1(a) of this Agreement, the Subrecipient may be required to repay all monies received.

(i) Agree to sole responsibility for financial penalties incurred through delay or non-compliance with project requirements, as determined by FEMA;

(j) Agree to sole responsibility for repayment of the difference, if any, in funds advanced by the County pursuant to paragraph 1(b) and the amount eventually reimbursed to the County by FEMA. Repayment by the Subrecipient of funds under this provision shall occur within 30 days of demand. In the event that County is required to initiate legal proceedings to enforce this recovery provision, County shall be entitled to its costs thereof, including reasonable attorney fees.

(k) Assure that no person, otherwise eligible, will, on the ground of race, religion, color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to

discrimination under, any program or activity in which the Subrecipient participates.

(l) Provide such additional programmatic or fiscal information as requested by the County from time to time with respect to any and all programs or activities covered by this Agreement.

(m) Agree that this Agreement is non-assignable and shall not be assigned to a third-party without the written approval of the County.

(n) Agree that its obligations under this Agreement shall survive the expiration of the Grant.

(o) Agrees to comply in all other respects with the County requirements for the Project.

3. The County shall:

(a) Review requests for reimbursement and accompanying documentation submitted by the Subrecipient for the expenses and costs of the Project.

(b) Advise the Subrecipient if additional documentation is necessary.

(c) Process the request for reimbursement according to standard County procedures.

4. This Agreement may be suspended or terminated in the event of default, inability or failure to perform on the part of the Subrecipient, or when both parties mutually agree to terminate the Agreement. Except as otherwise provided herein, this Agreement shall remain in effect as long as the Subrecipient has control over the funds provided pursuant to Section 1, above, including program income generated by such funds.

5. Upon expiration of this Agreement, the Subrecipient shall transfer to the County any remaining funds on-hand provided pursuant to Section 1, above.

6. By entering into this Agreement, the County and its employees, agents and assigns do not waive any defenses and do not waive any limitations of liability, all as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Oregon Tort Claims Act.

7. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the County and notwithstanding

its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Agreement.

8. The County's financial obligations, if any, under this Agreement are contingent upon sufficient appropriations and authorization being made to the County by FEMA and the County's allocation of such funding for the performance of this Agreement. The County's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Agreement and shall be final.
9. In the event any portion of this Agreement is found to be unconstitutional, illegal or void, by a court of competent jurisdiction, it is the intent of the County to sever only the invalid portion or provision, and that the remainder of the Agreement shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Agreement, or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of the County in entering into this Agreement.
10. The Subrecipient, its officers and directors shall have no authority to bind or obligate the County to any contract, undertaking or obligation without the express written authorization of the County.
11. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oregon.
12. Except when caused by the willful misconduct of the County, the Subrecipient shall indemnify and save the County harmless against and from, and shall reimburse the County for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments, and expenses, including but not limited to reasonable attorney's fees, which may be imposed upon or incurred or paid by or asserted against the County arising, directly or indirectly, out of or from this Agreement.
13. The parties hereto agree that the above writing constitutes the entire agreement between them concerning this matter and that there are no understanding, promises or arrangements binding either part hereto that have not been written herein. The parties further agree that this Agreement can be amended only by written agreement signed by the parties hereto.
14. The Subrecipient certifies that no federal funds have been paid or will be paid to any person for the purpose of influencing any official, employee of any agency or Member of Congress in the connection of awarding any federally funded contract or agreement.
15. The Subrecipient certifies that no funds provide by this Agreement shall be used or used by personnel employed in the activities funded under this agreement for political activities, lobbying, political patronage or nepotism.

16. The Subrecipient shall not discriminate in the provision of its services, hiring practices or procurement on any of the following basis; Race, Color, National Origin, Family Status, Gender, Handicapping Condition, or Religion.

**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be duly executed by their hands and seals, intending to be so bound, as of the day and year first above written.

**BOARD OF COMMISSIONERS  
OF WASCO COUNTY**

\_\_\_\_\_, **An Oregon  
Non-Profit Corporation**

\_\_\_\_\_  
Scott C. Hege, Chair

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Kathleen B. Schwartz, Vice-Chair

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

## COVID-19 Unified Command

### Fiscal Policy #1

#### 1. Source Of Funds

The Unified Command does not have its own funding source. The funding sources are the organizations making up the Unified Command. Any expenditure authorized and/or recommended by the Unified Command must identify the organization used as the source for funds. This applies even if the expense is expected to be reimbursed by the Federal Government, State Government and/or other grant sources. The responsible party will be the party that requests the funds or who carries the responsibility for the service. I.e. A request for additional PPE for law enforcement would be the responsibility of the County or City. A request for rapid test kits to be purchased would be the responsibility of Public Health or MCMC.

#### 2. Responsibility For Cost

The organization initiating a request for resources (requesting organization) where funds were expended (or the organization that holds the responsibility for providing the service) is ultimately responsible to reimburse the organization used as the source of funding (funding organization) the request. The reimbursement from the requesting organization to the funding organization will be for the net amount remaining after any reimbursements for the expense from the Federal government, State government or other funding source have been applied, if any.

#### 3. Types Of Costs

Types of costs to be reimbursed by the requesting organization to the funding organization include: Supplies, Services, Capital Assets, Non-capital equipment, and direct disbursement of funds.

#### 4. Timing Of Reimbursement

The reimbursement from a requesting organization to a funding organization will occur no later than three (3) months after the COVID-19 Unified Command has demobilized or when reimbursement from another entity has been received whichever is later.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO EXPEND AND COMMIT COUNTY RESOURCES DURING AN EMERGENCY UNTIL A MEETING OF BOARD CAN BE CONVENED

**ORDER #20-032**

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

**WHEREAS**, on March 16, 2020 and as set forth in Resolution and Order #20-003, the Wasco County Board of Commissioners declared a State of Emergency to respond to the statewide Covid-19 crisis, which requires rapid action on the part of staff and the Board of Commissioners;

**WHEREAS**, the Board of Commissioners recognize that Wasco County is providing an emergency response to Covid-19 related critical incidents; and

**WHEREAS**, the Board of Commissioners recognizes that during this COVID-19 emergency ordinary and usual Board communication may be disrupted; and

**WHEREAS**, the Board of Commissioners recognizes that Wasco County may need to make decisions on very short notice related to the use of county resources in response to an emergency; and

**WHEREAS**, the Board of Commissioners recognizes that the use of Wasco County resources may exceed the amount authorized by Wasco Code for Department Directors and the Wasco County Administrative Officer; and

**WHEREAS**, the Board of Commissioners desires to have a process in place for the authorization of the use of Wasco County resources to respond to an emergency before a meeting of the Board of Commissioners can be held.

**NOW, THEREFORE**, the Board of County Commissioners of Wasco County **ORDERS**

as follows:

1. The Wasco County Board of Commissioners delegates to the Wasco County Administrative Officer authority to expend County resources in response to this emergency, not to exceed \$25,000.00 each

instance, until a regular, special or emergency meeting of the Wasco County Board of Commissioners can be convened.

2. The County Administrative Officer shall brief the Board of Commissioners on all resources expended under the authority of this Order at the next regular, special or emergency meeting of the Board.

DATED this 15<sup>th</sup> day of April, 2020.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

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Kristen Campbell, County Counsel

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Scott C. Hege, Commission Chair

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Kathleen B. Schwartz, Vice-Chair

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Steven D. Kramer, County Commissioner



## MOTION

**SUBJECT:** Order 20-032

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I move to approve Order 20-032 in the matter of authorizing the County Administrative Officer to expend and commit County resources during an emergency until a meeting of the Board can be convened.