



AGENDA: REGULAR SESSION

WEDNESDAY, DECEMBER 15, 2021

WASCO COUNTY BOARD OF COMMISSIONERS

<https://wascocounty-org.zoom.us/j/3957734524> OR Dial [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

While these virtual options are provided, we cannot guarantee connection or quality of the call.

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

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

NOTE: With the exception of Public Hearings, the Agenda is subject to last minute changes; times are approximate – please arrive early. Meetings are ADA accessible. For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. If you require an interpreter, please contact the Commission Office at least 7 days in advance.

Las reuniones son ADA accesibles. Por tipo de alojamiento especiales, por favor póngase en contacto con la Oficina de la Comisión de antemano, (541) 506-2520. TDD 1-800-735-2900. Si necesita un intérprete por favor, póngase en contacto con la Oficina de la Comisión por lo menos siete días de antelación.

9:00 a.m.	CALL TO ORDER Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. Corrections or Additions to the Agenda Discussion Items: COVID Update ; Site Assessment Contract ; Appointments ; Election of Board Chair/Vice-Chair ; Legal Services Amendment (Items of general Commission discussion, not otherwise listed on the Agenda) Consent Agenda: 12.1.2021 Regular Session Minutes ; Reappointments (Items of a routine nature: minutes, documents, items previously discussed.)
9:30 a.m.	District Meetings
9:45 a.m.	WCLEA Agreement – Nichole Biechler
9:55 a.m.	Substance Abuse Treatment Contract – Molly Rogers
10:05 a.m.	Information Services Back Up System – Andrew Burke
10:15 a.m.	ORMAP Grant Agreement – Ivan Donahue
10:25 a.m.	Delineation Estimate/Agreement – Tyler Stone
10:35 a.m.	Executive Session Pursuant to ORS 192.660(2)(h) Consulting with Legal Counsel; ORS 192.660(2)(e) Real Property Transactions
11:00 a.m.	Hwy 30 Water System Expansion – Tyler Stone
BREAK	
2:30 p.m.	Work Session
	COMMISSION CALL
	NEW/OLD BUSINESS
	ADJOURN

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



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REGULAR SESSION**

DECEMBER 15, 2021

This meeting was held on Zoom

<https://wascocounty-org.zoom.us/j/3957734524>

or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

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.

Discussion Item – COVID Update

Ms. Clark explained that Dr. McDonell had been called away and would not be able to present a report. Chair Hege asked Vice-Chair Schwartz (Chair of North Central Public Health Board of Health) to provide a brief update.

Vice-Chair Schwartz stated that the Omicron variant of COVID19 has been identified in Oregon. There are more unknowns than knowns regarding the new strain; getting vaccinations and boosters is the best defense. Multiple vaccination clinics are scheduled; there is one tomorrow that has over 300 people scheduled and another on Friday at the Readiness Center. Getting children vaccinated has been a slower process and is mostly taking place through family care providers and pediatricians. Vaccines are also available at local pharmacies, some of which are vaccinating children. She suggested calling ahead. More information is available on the NCPHD website: <https://www.ncphd.org/covid-vaccines>.

Chair Hege asked if there is a walk-in availability for vaccinations. Vice-Chair Schwartz replied that she has seen some walk-ins accepted at the Readiness Center events but that is not guaranteed; she added that One Community Health runs walk-in vaccination clinics available to everyone – call to get days/hours.

Public Comment

Sage DeLong, Field Representative for Congressman Cliff Bentz, said that he is

just here to observe and learn.

Rodger Nichols asked what topics would be included in the afternoon Work Session. Ms. Clark said that there are currently 3 possible topics: Comments on a legislative concept regarding environment and energy; APRA funds distribution; and an NCPHD update. Chair Hege noted that the work session is intended for informal discussion; other topics than those described may be discussed and it is possible that not all listed will be discussed.

Discussion List – Site Assessment Agreement

Emergency Manager Sheridan McClellan explained that this is the agreement is associated with an Oregon Emergency grant agreement recently approved by the Board. The cost of this project will be entirely covered by grant funding.

{{{Commissioner Kramer moved to approve the Service Agreement Proposal with ADCOMM Engineering LLC for a radio system and site assessment. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Discussion List – Fair Board Appointments

Ms. Clark explained that there are 2 vacancies on the Fair Board for which we have received 4 applications. The Fair Board has reviewed the applications and moved all 4 on to the Board of Commissioners for a decision on final appointments with no particular recommendation.

Chair Hege commented that all 4 applicants are good and it is great to have so many willing to serve.

Commissioner Kramer said that he has received a lot of calls and emails around these appointments. There is a lot of work to do and we have the opportunity to hit the reset button to get the work going. With all this interest – there is always room for two more hands on deck. There seem to be two applicants that stand out in the citizens eyes.

{{{Commissioner Kramer moved to approve Order 21-078 and 21-079 appointing Vicki Ashley and Bryan LaRoque to the Wasco County Fair Board. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Commissioner Kramer thanked everyone who took time out to be here; his

phone is always on and he is happy to talk. He said that these appointments will help us move forward on a large body of work – this is a first step.

Vice-Chair Schwartz added her thanks to all the applicants as well as to current and future Board members. Chair Hege agreed saying that past boards have had a lot of participation and the Fair Grounds is an awesome facility. There are a lot of opportunities and he appreciates the communication

Discussion List – Forest Collaborative Appointment

Commissioner Kramer explained that the Collaborative Steering Committee recommends this appointment; Mr. Anderson will be an active participant.

{{{Commissioner Kramer moved to approve Order 21-071 appointing Jon Paul Anderson to the Wasco County Forest Collaborative Steering Committee representing forest products. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Discussion List - Board Elections

{{{Commissioner Kramer nominated Kathy Schwartz to be Chair and Steve Kramer to be Vice-Chair of the Wasco County Board of Commissioners for the 2022 calendar year. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Discussion List - Legal Services Amendment

County Counsel Kristen Campbell explained that Campbell Phillips has determined that they need to standardize their public service rates. This amendment will accomplish that for another term. Campbell Phillips is committed to and proud of their civic work and these rates are not only far below their rates for private sector work but are below standard prices for public sector work. Kiffanie Phillips added that they want to continue to provide competitively priced services effectively and efficiently.

Chair Hege asked Mr. Stone for his input. Mr. Stone stated that the only question is the process for selection. He asked if the Board is content moving forward or does it want to direct staff to solicit other bids.

Chair Hege said that his position is that it is good to periodically go out and look at the market; but for legal services, it is good to have continuity. He said he is very happy to move forward with the amendment.

Vice-Chair Schwartz agreed with Chair Hege as did Commissioner Kramer. Commissioner Kramer asked if anyone has inquired about providing legal services for the County. Mr. Stone said that has not had any inquiries.

{{{Vice-Chair Schwartz moved to approve the amendment to the Personal/Professional Services Agreement for Legal Services. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – District Meetings

At 9:27 Chair Hege recessed the Regular Session to open Extension Service District and Library Service District meetings.

The Regular Session resumed at 9:37

Agenda Item – WCLEA Agreement

Sheriff Lane Magill explained that this is the collective bargaining agreement for the next 3 years. The Sheriff's Office is comfortable with the agreement; from a compensation perspective, it is in line with current national wage increase rates. One other change is that they broke out certification pay which will provide additional incentive for staff to participate in continued professional development. He thanked Human Resources Director Nichole Biechler and Finance Director Mike Middleton for their invaluable assistance throughout the negotiations.

Ms. Biechler added that they incorporated Juneteenth observance into the agreement as we are recognizing it as an organization.

Vice-Chair Schwartz asked if this is negotiated every 3 years. Sheriff Magill replied affirmatively noting that it is a common length of time for union agreements. Ms. Biechler pointed out that this agreement will be retroactively effective.

{{{Commissioner Kramer moved to approve the Collective Bargaining Agreement between Wasco County and Wasco County Law Enforcement Association effective through June 30, 2024. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Chair Hege expressed appreciation for the important and often challenging work done by law enforcement.

Agenda Item – Substance Abuse Treatment Contract

Juvenile Services Director Molly Rogers explained that a member of her staff has been recently been certified as an alcohol and drug counselor. As a newly certified counselor, there is a requirement for supervision as they begin counseling. This agreement will provide that supervision. Youth Services will be working with their clients as well as youth lodged at NORCOR.

Vice-Chair Schwartz commented that this is good work that needs to be done.

{{Vice-Chair Schwartz moved to approve the Substance Abuse Treatment Consulting Services Contract between Wasco County and Monique Adams. Commissioner Kramer seconded the motion which passed unanimously.}}

Agenda Item – Information Services Backup System

Information Services Director Andrew Burke reviewed the memo included in the Board Packet.

Commissioner Kramer reported that he heard Mr. Burke speak at the Association of Oregon Counties (AOC) Conference this year in conjunction with Homeland Security; Mr. Burke represented the County well. He went on to say that this is very important to our organization and he sees no reason to not move forward with the recommendation.

Vice-Chair Schwartz concurred, adding that she appreciated all the work and thought that went into this recommendation.

Chair Hege said that Mr. Burke did an outstanding job at AOC and he came away having learned new things. He asked if the matrix scores were done internally or came from an outside source. Mr. Burke replied that he and his staff went through several product demonstrations and reviewed industry literature; then they scored each product/company on 19 weighted key factors.

Chair Hege asked how this new system relates to ransomware threats and our security. Mr. Burke answered that when ransomware enters the system it encrypts data so that the organization cannot access the information. It sits there for some time to gain access to back up systems. This new system will make the backups read-only so that they cannot be encrypted.

Chair Hege commended the work done by the IS Department saying that they are great people working for us and protecting us. He noted that Tillamook

County lost a lot of money in one of these attacks.

Mr. Burke explained that the FBI reports that ransomware is a smaller portion of the cyber threats; more is lost in phishing and other cybercrime. Ransomware tends to be large amounts all at once.

*****The Board was in consensus to approve the recommendation put forth by Information Services to move forward with the Veeam backup solution to increase our capability to respond and mitigate against disaster and other incidents to ensure Wasco County data is not lost.*****

Mr. Burke stated that next will be an upgrade to our system infrastructure.

Agenda Item – ORMAP Grant Agreement

Survey and Engineering Technician Ivan Donahue stated that this grant agreement represents the 12th phase of a multiyear project. This \$41,000 grant award is to collect 84 survey control points in 3 townships east of The Dalles. This will help remap the Assessor's maps to real world locations. There will be one more grant to complete the survey control and we will then move forward to the actual re-mapping work. He added that the State is pressing all counties to upgrade to ESRI Pro so that all counties are on the same system. He said that he has been working to get training for that platform paid for by the State.

Chair Hege asked how many agreements we have signed during this process. Mr. Donahue replied that this is the 24th.

{{Commissioner Kramer moved to approve ORMAP IGA #DOR-560-21 funding the continued conversion of Wasco County tax maps. Vice-Chair Schwartz seconded the motion which passed unanimously.}}

Agenda Item – Delineation Estimate/Agreement

Mr. Stone explained that this is a contract to do wetlands delineation on the parcel we will be receiving from Google as part of the Strategic Investment Program (SIP) Agreement. This is part of the due diligence we must do for future development of the property; there will be other similar items as we move forward, such as a cultural study. TerraScience has done a lot of work in the Port area and are familiar with the landscape in that area. Their background and experience qualifies them as a sole source provider. He said he is seeking approval to move forward.

Port of The Dalles Executive Director Andrea Klaas said that the Port worked with them a few years ago for an analysis. She reported that they are very practical in addressing community goals and state requirements.

Vice-Chair Schwartz asked if the SIP has been approved by Business Oregon. Mr. Stone replied that should happen this week. Vice-Chair Schwartz asked that if they do not approve the agreement, would we not move forward with this contract. Mr. Stone confirmed that statement.

Vice-Chair Schwartz asked what solutions or options are available if there are wetlands. Mr. Stone responded that there are a variety of solutions such as mitigation, swapping property, incorporating the wetlands into the design, etc.

Vice-Chair Schwartz asked if we know there are wetlands on the property. Mr. Stone replied that we do. Chair Hege added that there is a whole process they go through to determine status. Vice-Chair Schwartz commented that we would do this for the County's benefit regardless of the outcome of the SIP Agreement approval process. Mr. Stone replied affirmatively saying that it will be our responsibility as owners. The hospital will have to do that for Kramer Field should the project go forward.

Chair Hege asked the status of the SIP approval. Mr. Stone said that it will be considered this week and we should have an answer.

{{{Commissioner Kramer moved to approve the agreement with Terra Science, Inc. for Contemporary Wetland Delineation Services for The Dalles Rodeo Grounds Site contingent on the Business Oregon approval of the Google SIP Agreement. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Consent Agenda – 12.1.2021 Minutes/Reappointments

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

Agenda Item – Executive Session

At 10:17 a.m. Chair Hege recessed the Regular Session to hold an Executive Session pursuant to ORS 192.660(2)(h) and ORS 192.660(2)(e). He explained the process for the Executive Session including cautioning the press to not report on anything discussed in the Executive Session except to note the purpose as stated above.

The Regular Session resumed at 10:45 a.m.

Agenda Item – Hwy 30 Water System Expansion

Mr. Stone stated that this project began some time ago with Board approval to move forward with design efforts. Since that time we have engaged Tenneson to provide a cost estimate (attached). In this design we will tie into the well system and down to Hwy 30 where a fire hydrant will be installed. The golf course has struggled to have enough water in the drier months of the year. He said that he is requesting approval to put the project out to bid.

Vice-Chair Schwartz asked about the history of the water system and why the County is involved. Mr. Stone replied that this came about long before most of us were here with the building and funding of the Discovery Center which needed a water system. Through a number of agreements, both written and verbal, the Kuck well was identified to serve the Discovery Center. However, the well property could not be carved out to be part of the larger agreement so the Kick well became a County asset managed by the City of The Dalles. Other future customers identified included the golf course apartments, the golf course and a mobile home park. The Golf Course approached the County asking for help with water for the drier months.

Vice-Chair Schwartz observed that at some point, we were supposed to turn the well over to the City, but that never happened. Mr. Stone confirmed, saying that as soon as this project is complete, we will pick up that conversation as the City is the entity with the capacity and capability to manage the water system.

Chair Hege said that in terms of the design, there are a number of others that this can serve. He asked if there are provisions for that. Mr. Stone said that it will be up to them but this design can accommodate that. The organic farm has already reached out. Right now we are just focused on getting the system built. Chair Hege commented that it should be built in a way that prepares for those future possibilities. Mr. Stone agreed.

Vice-Chair Schwartz said that she is glad to see the provision for a fire hydrant; it is a vulnerable area with a vulnerable population.

Commissioner Kramer said that this is a greater good project for the entire county.

Chair Hege opened the floor to public comment.

The Dalles High School Athletic Director, Billy Brost, said that they support this project to assist The Dalles Country Club. Golf was one safe activity for our kids during the pandemic. They really need this help to continue to operate the course. Without it, golf programs throughout the county would be eliminated.

The Dalles Chamber of Commerce Executive Director Lisa Farquharson reported that they are frequently asked where people can go golfing; travelers go golf course to golf course and they stay overnight. That is an additional \$150 per day outside of what they spend on lodging and gas. By making a better golf course, we are bringing in more tourism dollars. In 2019, we had 100,000 stays for the year. We have businesses that depend on those outside dollars. It is a win-win for our community.

Steve Lawrence, The Dalles Country Club President, read the following statement:

Historically The Dalles Country Club course had sufficient water access through its wells. Several years ago, the loss of water table prompted us to invest \$30,000 to strengthen #2 well, clean and cap the sides. We only achieved 50% of expected gain. Presently, the amount of water in our wells is not sufficient in the summer months to refill the pond quick enough to provide adequate irrigation.

As a result of inadequate water, the hot sun and hot wind of the Columbia River Gorge soon dries out the fairways, turning the course brown in many areas. We have tried different chemicals and testing to define areas of greatest need. We continue to fight thatch and mold as a result. This has a negative effect on our ability to recruit members and public play.

A 1995 agreement to provide water from the Kuck Well to the Discovery Center, states clearly an intent to eventually provide water to the Country Club and surrounding apartments. We believe that time is now.

Through the recent pandemic, we have opened the course to more public play and have achieved a modicum of success. The need for outdoor activities has helped. Due to the success of open play and utilizing opportunities to recruit more frequent public players, open play will be a major component going forward.

The Harvest Host program is a travel opportunity discovered by one of our members, Pete Kelly. It allows us to offer a parking place for travel trailers to

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those travelers interested in playing golf on our course. Through its web site, we have been able to list our course and have seen a steady number of traveling golfers who have visited this past summer.

Currently, we are concluding an agreement to lease the club restaurant and kitchen for full service public dining in The Dalles. That will change the entire atmosphere within the 100 year old building, which is currently being updated and remodeled a bit, will welcome new visitors to the facility and provide new opportunities for us to recruit golfers.

Historically, the club has been an opportunity for charitable and youth organizations to raise money through tournaments. MCMC holds an annual fund raiser for its foundation and the Hustlers baseball has raised funds for its programs. With a healthy, green course through the spring, summer and fall, more such opportunities will become available.

The Dalles Country Club has seen great success over the years. Professional tournaments were held with such pro golfers as Ben Hogan and Lee Trevino among the players. A well-watered, green course would allow us to return to those days.

Three high school teams currently use our course and high school tournaments are held without cost to the teams. Coaches from our club mentor these teams; Dan Telles, The Dalles Boys Golf, Travis Kane, Dufur Boys and Nate Timmons, The Dalles Girls Golf. And there have been many successes for youth players coming from this club. Damian Telles was given a full scholarship from U of I and played in 2 US Amateur Tournaments and played on the Canadian Tour. Caitland McCleary was player of the year for conference and received a scholarship to Seattle Univ. She also played on the woman's Symmetry Tour, Tyler Vasar and Donnell Smith, Jr. received scholarships. Presently, Chase Snodgrass, who works in our pro-shop, is enrolled in the PGA apprenticeship program. All came from local school golf teams.

This year we finalized creating The Dalles Golf Education Association, a 501 C (3) non-profit for the purpose of providing free lessons for youth which would include youth sized golf clubs, an opportunity to learn golf, swim in our pool and receive a lunch. This program will be supported in part by a Google grant, fund raising tournaments and donations. It is our intention that Travis Kane will be involved in this program. A board is currently being put together with hope the program will be active the summer of 2022.

Mr. Lawrence introduced Travis Kane who runs the TK Golf Academy in The Dalles and who was just named to the Top 50 Coach Award for 2021. This award reflects that the facility management values golf play development and sees the value in an effective program that measurably grows golfers and golf facilities.

Mr. Kane reviewed a presentation (attached), saying that not only does he work with youth but has students from up and down the gorge that range in age from 5 to 70 – 51 families with 151 golfers for 934 visits. There are a lot of programs we can host and expand.

Mr. Lawrence introduced Breanna Wimber, one of their newer members, to share her experience. Ms. Wimber related her positive experience of being able to get out during the pandemic through the activities at the Golf Course. She pointed out that it is hard to golf on brown grass and dirt and she is very hopeful with this positive direction. The Dalles has 300 days of sunshine a year – that is a lot of opportunity to get out. In addition, the Golf Course offers other opportunities through their event space.

Mr. Lawrence continued by saying the effort to find additional water has been ongoing for years. Past boards have investigated the water table issues, water rights and an opportunity to sell part of our acreage not used by the course for additional funding. In the summer of 2020, contact was made with Dave Anderson, public works director, to evaluate the flow strength of the Kuck Well. He assured us there is sufficient water available to provide 1 million gallons a month during the most critical late spring and summer months. We have met with Tenneson engineers to identify the most effective route to and through the course to our pond, discussed water flow needs, gauge locations and how to provide potable water to the clubhouse to get us off an aging cistern.

This issue has impacted our long range planning, how we see the course grow, planning for tournaments, recruiting members and the public, our decision to lease the clubhouse and where we invest in preparation of the course condition. We recently invested in a new tractor and will be looking at updating several failing pieces.

The idea of providing water to the country club is not a recent issue. As I stated earlier, it was contemplated in the 1995 agreement between the city and the county when the Kuck well was developed.

The Golf Alliance did a study about the economic development impact of golf

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courses in Oregon, a study I shared with Tyler Stone, your administrator. The impact is impressive. In 2019, the total impact was 1 billion, 600 million. Of that, \$281 million is just golf tourism. The other dollars come from revenues raised, suppliers income, charitable contributions, sales of clothing, equipment and golf balls, to name just a few components. As tourism grows and it will grow in the gorge, the prospect for golf tourism is strong.

Timing for us is critical. Without additional water, this course cannot survive. This process has been extended waiting for Tenneson to submit a proposal and then to do an analysis. For us to receive the water for the summer of 2022, it is imperative that steps occur toward getting bids for construction of the water line as soon as possible. I would respectfully request that the commission make its decision today to move forward on this much needed project.

Chase Snodgrass said that he is grateful for the opportunity to work as an apprentice at the Golf Course. He said he began golfing at age 5 and participated in the summer youth program when the course was beautiful year-round. It now gets grown during the prime golfing system making it hard to sell as a top course.

Mr. Stone said he is seeking approval to move forward; the first step is going out to bid.

Commissioner Kramer said he is ready to move forward.

Chair Hege asked Mr. Stone what he anticipates as a time line for next steps. Mr. Stone replied they will go out to bid immediately. There is some urgency for summer use of the course.

Nicole Bailey, Environmental Specialist Supervisor for North Central Public Health District wrote in the chat: Providing safe and reliable drinking water by improving infrastructure is supported in my opinion as a public health employee that works with water systems regularly. There are several other small water users in that area that will need support working through water scarcity stemming from accelerated climate change, drought, and aging infrastructure. Chair Hege said that we need to make sure that is easy to do; he expressed his support for the project.

Vice-Chair Schwartz stated that she also supports the project. It is a real public benefit and asset for our kids, residents and businesses. Once we have bids, we

need to talk about where we are getting the funding for this.

*****The Board was in consensus to move forward with putting the Hwy 30 Water System Expansion Project out to bid.*****

Chair Hege called for a recess at 11:34 a.m.

The Session reconvened at 2:30 p.m.

Agenda Item – Work Session

LEGISLATIVE CONCEPT

Planning Director Kelly Howsley-Glover said that she was alerted to a legislative concept from Senator Merkley that impacts the scenic area. She said that she has prepared comments on behalf of the Board and would like feedback; comments are due by January 7, 2022.

Ms. Howsley-Glover went on to say that it is a broad concept looking at addressing a variety of issues with recreation and scenic areas: closures in Mt. Hood Forest and Whiter River; trail connectivity; fire mitigation in the forest; and better coordination with tribal populations. We want to make sure that law enforcement and the firefighting community can weigh in on how this impacts their work. We are asking that they are included in the conversation as well as funding to implement for expansion. Closures can have unintended consequences as they can become problem areas for law enforcement. The US Forest Service needs to think about forest management from the perspective of wildfire. That is coupled with drought - which is not included in the legislation; we need to think about resiliency. Another component is to share the work we have done for wildfire mitigation. We hope they will support our rural fire districts for funding. Another issue from a planning perspective is the idea of putting into place a liaison to have access to tribal communities in a way that is culturally respectful. The trail connectivity - some are working landscapes and we want to preserve that from an economic standpoint; the private landowners are excellent stewards of the land and often do more that the public can afford. It would be better to have a partnership rather than converting it all to public land. Those landowners need to be included in the conversation. It will also impact our taxing base; it could increase the workload and decrease the funding. One possibility would be to do a swap of landlocked lands that could be put back into production.

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Ms. Clark explained that the Board has time to submit comments to Kelly and then consider the composition of a letter at the January 5th Board Session as the comments are not due until January 7th.

Commissioner Kramer said that the Forest Service is already stretched. This concept is broader than the one that was floated a couple of years ago. He said he would share information that the Forest Collaborative has gathered. Chair Hege added that Congressman Blumenauer's website also has a lot of information.

Further discussion ensued regarding the legislative concept response letter. The Board will send comments to Ms. Clark by the end of the year. Ms. Clark will work with Dr. Howsley-Glover to draft a response letter.

NORTH CENTRAL PUBLIC HEALTH DISTRICT UPDATE

Vice-Chair Schwartz reported that the District has not yet received official notice from Gilliam County that they are withdrawing from the District but it is expected by the end of the year. That would remove them from the District by July 1, 2022. There will be a lot of work associated with that change. They have no clear financials from Oregon Health Authority as far as how this will impact the NCPHD budget. District staff and Board will put together an action plan and will be looking to Mr. Stone for guidance and wisdom. Sherman County wants to stay in the District. Gilliam County will be working to set up their own Health Department.

Chair Hege observed that some say it would make more sense to have the District become Wasco County's Health Department and contract out services to Sherman County. Vice-Chair Schwartz responded that they have not discussed that yet. All options will be considered but with staff under such stress, it is not a good time for a transition. There may be some merit to that idea but the way we contracted services out in the past cannot happen now. All of this started in the 1950s.

Commissioner Kramer said he would have more questions as the process developed. He commented that it looked very different when Wasco County tried to withdraw from the District. The ultimate goal is to have the best Public Health that we can and that will be at the forefront of his thoughts.

Vice-Chair Schwartz said that NCPHD wants to help Gilliam County have the best chance at success. She stated that she thinks it will be challenging; most of the work will be between OHA and Gilliam County. The Condon medical clinic will

likely take on that role.

AMERICAN RESCUE PLAN FUNDING

Mr. Stone said that Wasco County has been awarded \$5.1 million dollars through ARPA with half already received; the other half will be received next summer. He said that his recommendation is to apply the funds to reimburse losses due to the pandemic which will free the dollars up to broader uses. He added that it is very difficult to define a distribution/expenditure process that selects winners and losers; he is seeking feedback from the board. He noted that the memo (attached) suggests some minimum criteria and a scoring matrix. He pointed out that there are a number of projects such as broadband and the recreation complex already in the County purview. A number of requests have already been made by community partners – the child care center; NCPHD, North Wasco Parks and Recreation; and others. These are one-time dollars that can have a significant impact in our County.

Vice-Chair Schwartz asked if we have lost funding due to COVID. Mr. Stone directed attention to the graph in the memo which compares where we should be to where we are.

Commissioner Kramer said that in order for Wasco County to fulfill its mission and meet the goals in its Strategic Plan, we need to use some of the funding to make our departments whole with the latest equipment and technology so we can continue to provide services through the pandemic as well as having effective tools for the next 10-15 years. The rest should go to broadband as a match for federal dollars. He said that is what he sees as the biggest bang for the buck.

Chair Hege asked what kinds of things would bring the departments up to date. Commissioner Kramer replied that it would be things like pictometry for the assessor; there are offices that need to be remodeled. He said he has not been to each department to ask about their needs but those are things they talk about regularly. Chair Hege said it would be interesting to hear from the departments.

Commissioner Kramer asked if we have a final rule for the use of the funds. County Counsel Kristen Campbell said that all she has seen is the interim final rules. They are likely allowing some time to see scenarios that they can address in final rules.

Vice-Chair Schwartz said that our community partners also have needs and have submitted requests; we need to think about those as well. She said that she likes

the broadband idea but the infrastructure bill may provide funding for that. She commented that there are a lot of moving parts and these are just her thoughts today.

Chair Hege said that he wants to look at the big picture. Commissioner Kramer asked if there is a time frame in which the funds must be used. Mr. Stone replied that the deadline is 2024. Chair Hege observed that the longer we wait, the less value the money will have. He said that Commissioner Kramer makes a decent case for County needs to support future stability. It is important to realize this is one-time funding that we should use for capital projects.

Public Works Director Arthur Smith said that the Board might be shocked at the number of projects that would be critical to the operations of the County – things that are just waiting for funding. He suggested that they talk to the Management Team to learn the need – not for frivolous items, but things that would have a significant impact.

Mr. Stone said he would not want to disappoint the team by asking and then not putting any funding to it. Chair Hege said that this is a list that should exist continually so that we understand what we really need and why we need it to provide services.

Mr. Smith agreed, saying that it would be a good process for the Team. Some money could leverage much more. He said he thinks the team would be excited to have that conversation to better to help everyone understand what each department needs.

Vice-Chair Schwartz added that we would have to put some parameters in place for this money. Mr. Stone pointed out that County projects have a 2 point priority in the scoring matrix.

Vice-Chair Schwartz said that it is worthwhile to talk the departments within parameters. We also have needs in our partner organizations where we have interests to which we could apply the parameters. Commissioner Kramer said he agrees but one thing we need to look at is if our partners are going to contribute as well.

Mr. Stone said he would take this to the Leadership Team for discussion.

COMMISSION CALL

Vice-Chair Schwartz said that she does not believe that anyone from the County attended the Child Care Task Force meeting; we need to get someone on there.

Mr. Stone said that he has suggested Human Resources Director Nichole Biechler.

Chair Hege adjourned the session at 4:10 p.m.

Summary of Actions

MOTIONS

- **To approve the Service Agreement Proposal with ADCOMM Engineering LLC for a radio system and site assessment.**
- **To approve Order 21-078 and 21-079 appointing Vicki Ashley and Bryan LaRoque to the Wasco County Fair Board.**
- **To approve Order 21-071 appointing Jon Paul Anderson to the Wasco County Forest Collaborative Steering Committee representing forest products. Vice-Chair Schwartz seconded the motion which passed unanimously.**
- **To approve Kathy Schwartz to be Chair and Steve Kramer to be Vice-Chair of the Wasco County Board of Commissioners for the 2022 calendar year.**
- **To approve the amendment to the Personal/Professional Services Agreement for Legal Services.**
- **To approve the Collective Bargaining Agreement between Wasco County and Wasco County Law Enforcement Association effective through June 30, 2024.**
- **To approve the Substance Abuse Treatment Consulting Services Contract between Wasco County and Monique Adams.**
- **To approve ORMAP IGA #DOR-560-21 funding the continued conversion of Wasco County tax maps.**
- **To approve the agreement with Terra Science, Inc. for Contemporary Wetland Delineation Services for The Dalles Rodeo Grounds Site contingent on the Business Oregon approval of the Google SIP Agreement.**
- **To approve the Consent Agenda: 12.1.2021 Minutes & Orders making the following re-appointments:**
 - **Wasco County Budget Committee: Ken Polehn & Pat Davis**
 - **Mosier Watershed Council: Bryce Molesworth; Colleen Coleman; Philip Evans; Karen Bailey**
 - **The Dalles Watershed Council: Ken Bailey**
 - **Museum Commission: Michael Wacker**
 - **Planning Commission: Lynne MacIntyre & Chris Schanno**

- **Bakeoven Watershed Council: Jerod Warnock**
- **Local Public Safety Coordinating Council: Jeff Justesen & Dan Lindhorst**
- **White River Watershed Council: Robert Larsell & Pat Davis**
- **Hospital Facility Authority Board: John Mabrey; David Griffith; William Marick**
- **Forrest Collaborative: Pat Davis; Katherine Long; BARK; Rich Thurman**

CONSENSUS

- **To approve the recommendation put forth by Information Services to move forward with the Veeam backup solution to increase our capability to respond and mitigate against disaster and other incidents to ensure Wasco County data is not lost.**
- **To move forward with putting the Hwy 30 Water System Expansion Project out to bid.**

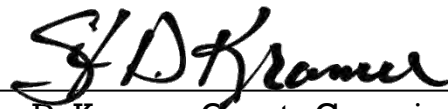
Wasco County
Board of Commissioners



Scott C. Hege, Commission Chair



Kathleen B. Schwartz, Vice-Chair



Steven D. Kramer, County Commissioner



DISCUSSION LIST

[NCPHD UPDATE](#)- Mimi McDonell

[SITE ASSESSMENT CONTRACT](#) – Sheridan McClellan

[APPOINTMENTS](#) – Kathy Clark

[ELECTION OF BOARD CHAIR/VICE-CHAIR](#)

[LEGAL SERVICES AMENDMENT](#)



DISCUSSION ITEM

NCPHD COVID-19 Update

[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO AGENDA](#)



DISCUSSION ITEM

Site Assessment Contract

[SOLE SOURCE JUSTIFICATION](#)

[GRANT AGREEMENT](#)

[REQUEST FOR REIMBURSEMENT](#)

[PROPOSAL/SERVICE AGREEMENT](#)

[MOTION LANGUAGE](#)



EMERGENCY MANAGEMENT

511 Washington Street, Suite 102 • The Dalles, OR 97058

p: [541] 506-2790 • f: [541] 506-2791 • www.co.wasco.or.us

Pioneering pathways to prosperity.

Sole Source Justification

Based on the amount and type of work requested, there are few firms able to provide the needed services for the available price.

The outcome of the engineering study is a defined set of sites and frequencies for a countywide radio system that meets the public safety agencies' (Law, Fire, EMS) needs for reliable portable radio coverage within Wasco County.

ADCOMM intends to partner with Day Wireless for this project. ADCOMM will utilize Day Wireless' direct knowledge of sites and systems in the area in order to provide the data needed for ADCOMM to perform engineering studies. Both ADCOMM and Day Wireless have:

- intimate knowledge of Wasco County's terrain, and
- have previous experience in the area and are able to pull from that knowledge base to better support this work effort

ADCOMM has been working with Wasco County since winning the bid to the State of Oregon/ Department of Emergency Management in 2019.

- ADCOMM is able to leverage the information gathered from those early discussions ADCOMM has continued our involvement with Wasco County and adjacent agencies as part of WORJIC
- ADCOMM is more aware of potential sites and systems than what outside firms have access to
- ADCOMM has local knowledge of the terrain, coverage issues, and frequency licensing considerations in the region
- ADCOMM is locally owned (Oregon) with a team is based in the region - greater Portland and Seattle areas
- ADCOMM has depth of knowledge, capability, and capacity to support the difficult task of frequency searches and license acquisitions within the Pacific Northwest

Respectfully,


Sheridan McClellan, Emergency Manager
Wasco County Emergency Management
Email: sheridanm@co.wasco.or.us
Phone: 541-506- 2790

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM
CFDA # 97.067
Wasco County
\$59,900
Grant No: 21-267**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as “OEM,” and **Wasco County**, hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2021**, and ending, unless otherwise terminated or extended, on **September 30, 2023** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**
Exhibit B: **Federal Requirements and Certifications**
Exhibit C: **Subagreement Insurance Requirements**
Exhibit D: **Information required by 2 CFR 200.332(a)**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$59,900** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2021 State Homeland Security Program (SHSP) grant.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 2021 State Homeland Security Program.
- ii. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 15 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Subrecipient agrees that no grant may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the State Homeland Security Program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/oem/emresources/Grants/Pages/HSGP.aspx>.
- b. **Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.

c. Recovery of Grant Funds. Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.

7. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to OEM as follows:

- a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. NIMS Compliance.** By accepting FY 2021 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at http://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/NIMS.aspx.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. Audits.**
 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more

than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
- ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
- iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

b. Purchases and Management of Property and Equipment; Records. Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:

- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
- ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.

- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. **Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
 - i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. **Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- d. **Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v., or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. **Contribution.** To the extent authorized by law, Subrecipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Subrecipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.
- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or

arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.

- c. **Responsibility for Grant Funds.** Subrecipient, pursuant to this Agreement with OEM, shall assume sole liability for its breach of the conditions of this Agreement, and shall, upon its breach of conditions that causes or requires OEM to return funds to DHS or FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the Subrecipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available to Subrecipient for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a

waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

Wasco County


By _____



Name Scott C. Hege, Commission Chair
(printed)

Date November 3, 2021

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By 
Subrecipient's Legal Counsel

Date November 3, 2021

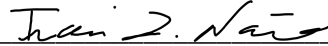
Subrecipient Program Contact:

Sheridan McClellan
Emergency Manager
Wasco County
511 Washington St. Suite 102. The Dalles, OR 97058
541-506-2790
sheridanm@co.wasco.or.us

Subrecipient Fiscal Contact:

Mike Middleton
Finance Director
Wasco County
511 Washington St. Suite 102. The Dalles, OR 97058
541-506-2770
mikem@co.wasco.or.us

STATE OF OREGON, acting by and through its Oregon
Military Department, Office of Emergency Management

By 

Name Traci Naile
(printed)
Operations and Preparedness Section Manager, OEM

Date 11/05/21

APPROVED AS TO LEGAL SUFFICIENCY

By Samuel B. Zeigler via email
Senior Assistant Attorney General

Date: 9/23/21

OEM Program Contact:

Kevin Jeffries
Grants Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
Phone: 503-378-3661
Email: kevin.jeffries@state.or.us

OEM Fiscal Contact:

Natalie Day
Senior Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3931
natalie.day@state.or.us

EXHIBIT A

Project Description and Budget

I. Project Description

Wasco County: This project will fund the creation of the Wasco County Radio System and Site Assessment.

II. Budget

Grant Funds:	\$59,900
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Total Budget:	\$59,900
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Planning	\$59,900
----------	----------

Total (Grant)	\$59,900
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EXHIBIT B

Federal Requirements and Certifications

I. General.

Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) program regulations and requirements. References below to “recipient” include Subrecipient.

1 - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

2 - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

3 - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942. Article XXXVI - Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

4 - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

5 - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

6 - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

7 - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

8 - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

9 - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

10 – Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

11 - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

12 - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

13 - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409,

II Other Applicable Federal Regulations

1 - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

2- Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

3 - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

4 - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

5 - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6 - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

7 - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

8 - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

9 - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

10 - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

11 - RESERVED

12 - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

13 - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

14- Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

15 - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

16 - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

16 - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

17 - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and

policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

18 - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

19 - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

20- Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

21 - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

22- Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

23 - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences; and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers' liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OEM. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

Not less than \$1,000,000 per occurrence, (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than \$2,000,000.

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

Not less than \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than \$2,000,000.

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the subagreement, for a minimum of 24 months following the later of : (i) the contractor's completion and Subrecipient's acceptance of all Services required under the subagreement or, (ii) the expiration of all warranty periods provided under the subagreement. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Subrecipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the subagreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. **INSURANCE REQUIREMENT REVIEW.** Subrecipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Subrecipient.

OEM ACCEPTANCE. All insurance providers are subject to OEM acceptance. If requested by OEM, Subrecipient shall provide complete copies of its contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D

Information required by 2 CFR 200.332(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): Wasco County
 - (ii) Sub-recipient's Unique Entity Identifier (UEI) or DUNS number: 084415959
 - (iii) Federal Award Identification Number (FAIN): EMW-2020-SS-00073
 - (iv) Federal Award Date: September 1, 2021
 - (v) Sub-award Period of Performance Start and End Date: From October 1, 2021, to September 30, 2023
 - (vi) Sub-award Budget Period Start and End Date: From October 1, 2021, to September 30, 2023
 - (vii) Amount of Federal Funds Obligated by this Agreement: \$59,900
 - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement *: \$91,541
 - (ix) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$91,541
 - (x) Federal award project description: State Homeland Security Program Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
 - (xi)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of Pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official: Andrew Phelps, Director – Oregon Office of Emergency Management, PO Box 14370, Salem, OR 97309-5062
 - (xii) Assistance Listings Number and Title: 97.067 Homeland Security Grant Program
Amount: \$8,402,500
 - (xiii) Is Award R&D? No
 - (xiv) Indirect cost rate for the Federal award: 9.5%
2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year.

REQUEST FOR REIMBURSEMENT

Note: Please refer to the approved budget in your grant agreement.
All expenditures must have adequate supporting documentation.

Agency: <u>Wasco County</u>	Grant Number: <u>21-267</u>
------------------------------------	------------------------------------

Address: _____ Report Period: _____

Contact Person: _____

Phone Number: _____
E-mail: _____

E-mail: _____

Budget Category	Expenses Paid this Period	Cumulative Expenses	BUDGET
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[illegible]

shspadmin@oem.state.or.us

ADCOMM Engineering LLC

Bridging the Gap Between Operations and Technology®

PROPOSAL

DATE: April 6, 2021
TO: Sheridan McClellan, Emergency Management Services Manager – Wasco County
FROM: Susan Ronning, Principal, ADCOMM Engineering LLC
SUBJECT: **Project 1: Wasco County Radio System and Site Assessment**

Dear Mr. McClellan:

Thank you for giving ADCOMM Engineering LLC the opportunity to provide you with a scope of work and fee proposal to assist the WORJIC in moving forward in implementing the next steps of its communications plan.

Purpose

The purpose this project “Wasco County Radio System and Site Assessment” is the first step needed to improve primary public safety field unit communications within and surrounding Wasco County for all agencies that provide response within and near the County.

Wasco County's existing radio system woefully underserves the First Responder community. A dispatcher or another field unit must relay messages between field units for "county-wide" radio communications. This "human-in-the-middle" approach results in critical time delays, potential missed communications, and increased hazard to officer safety.

A new or upgraded radio system provides public-safety grade portable radio and pager coverage increases officer safety through coverage enhancements while subsequently allows for improved interoperability within and around Wasco County. This project supports the agencies that assist and provide response within and adjacent to Wasco County boundaries including Hood River County, Jefferson County, Sherman County, Columbia River Inter-tribal Fish Commission (CRITFE), Oregon State Patrol (OSP), Oregon Department of Transportation (ODOT), Klickitat County, among others.

By improving Wasco County coverage, interoperability with adjacent and regional partners also improves – a win-win for both Wasco County and its public safety partners.

Background

The Department of Administrative Services Procurement Services, on behalf of Oregon Military Department, Office of Emergency Management, commissioned the “Eastern Oregon Regional Interoperable Communications Study” released May 8, 2020, by ADCOMM Engineering LLC. This “Comm Study” (aka Communications Plan), identified 13 solutions (see Table 1) to enhance communications interoperability within the six counties involved in the study.

TABLE 1

Eastern Oregon Communications Study – Status of Proposed Solutions

No.	Solution	Current Status
5.1	Regional Interoperability Committee (RIC)	Complete
5.2	Site and System Audit and Assessment	Proposed – Project 2 Phase 1
5.3	User Audit and Assessment	Proposed – Project 2 Phase 1
5.4	Site Infrastructure Systems Plan and Specifications	Proposed – Project 2 Phase 1
5.5	Microwave and Supporting Baseband Network Plan and Specifications	Proposed – Project 2 Phase 1
5.6	CAD System Plan and Specifications	Proposed – Project 2 Phase 1
5.7	EAS Plan and Specifications	Future
5.8	Dispatch Intercom System Plan and Specifications	Future
5.9	VHF Radio System Plan and Specifications	Proposed – Project 3 Phase 1
5.10	700 MHz Radio System Plan and Specifications	Future
5.11	Wasco County Radio and Dispatch Systems Plan and Specifications	Proposed – Project 1 Phase 1
5.12	Hood River County Radio and Dispatch Systems Plan and Specifications	Future
5.13	Frontier Backup Dispatch Center Systems Plan and Specifications	Future

Sections 5.1 through 5.6 provide the foundation to support regional communications.

Section 5.11 addresses the solutions necessary to improve communications within Wasco County. Solution 5.11 is based on findings from Section 4.3, *Improved Usability of Wasco County Radio System*, which identifies the issues that the solutions intend to improve.

An improved system in Wasco County not only aids the County itself but provides much needed operability for partner agencies performing services within the service area boundaries of the County.

Scope

The scope of this project “Wasco County Radio System and Site Assessment” is the first phase of a multi-phased approach to improving radio communications within Wasco County.

A key outcome of this initial phase is to identify sites necessary to supply the needed coverage and the frequencies necessary to provide the communications path.

The existing Wasco County radio system is a disparate mix of VHF frequencies and single-site repeater sites, which are not interconnected.

The engineering assessment considers the viability of reusing, augmenting, or interfacing with existing area radio systems (i.e., ODOT, Frontier, Umatilla-Morrow, etc.) for improved coverage and interoperation. Additionally, radio sites, microwave networks, and other opportunities for equipment reuse and sharing are considered to reduce overall costs while improving overall interoperability with partner agencies.

Tasks

1. Perform stakeholder interviews to capture the coverage requirements.
2. Perform coverage analysis based on existing sites and systems to understand current coverage capabilities and identify gaps for improvement.
3. Research site locations and investigate area radio systems for coverage and/or site/system partnerships.
4. Perform site visits to identify locations suitable to provide improved coverage.
5. Perform frequency searches to identify possible system architecture options.

Deliverables

1. **Deliverable 1 – Findings Report.** The Findings report includes the following sections.
 - a. **Stakeholder Needs.** A list of stakeholder types (fire, law, EMS, public works) and a narrative description of their communications operations with respect to field user coverage needs and information shared between field units and to/from dispatch operations. Stakeholders include interoperability partners that operate within or near Wasco County borders.
 - b. **Existing System Assessment.** A visual map or diagram identifying telecom sites, PSAP dispatch centers, and other point sources and network links between sites. A narrative description of the current system and operations versus desired operation.
 - c. **Coverage Prediction Maps.** A visual display (map) defining County boundaries against desired portable outdoor coverage to meet end user need.
 - d. **Gap Analysis and Recommendations.** Narrative description of recommended operational and technology modifications based on research and observations.
2. **Deliverable 2 – Concept Design and Plan.** A concept design outlines the sites needed to meet the coverage goals and a plan outlines next steps for site and frequency acquisition to support the desired future coverage goals. If radio system partnership(s) is/are determined, then governance and sharing agreements will also be outlined.

Assumptions and Limitations

- Wherever possible, remote documentation of existing sites and systems will be captured and assessed prior to site visits. This shortens the project duration and ensures more accurate and data gathering efforts are performed in the field.

Client is responsible to provide the following:

- Provide access to data and sites for information review and data capture.
- Schedule personnel for stakeholder interviews.

Risks and Contingencies, for consideration

- Site access may be delayed due to weather or other unforeseen circumstances.
- Stakeholder interviews may be performed remote via conference bridge or in-person group settings.

Timeline

The work described in this proposal should take approximately 18 to 24 months.

TABLE 2
Project Milestones

Quarter	Description of Tasks
1	Kick off and research existing data
2	Schedule and perform stakeholder interviews; capture user needs and wants to drive coverage requirements and technology architecture
3	Perform engineering research and perform 'paper' studies
4	Perform site visits
5	Perform engineering assessments; identify options
6	Review findings, make decisions, finalize next steps
7	Develop and share final report
8	N/A

Cost

Consulting services are estimated to be up to \$59,900 or 350 hours for the services and deliverables as detailed herein.

TABLE 3
ADCOMM Rate Schedule

Category	2020-2021	2022-2023
Principal	\$195/hour	\$205/hour
Chief Engineer	\$195/hour	\$205/hour
Technical Specialist	\$175/hour	\$185/hour
Senior Consultant	\$165/hour	\$175/hour
Consultant	\$145/hour	\$155/hour
Project Manager	\$135/hour	\$145/hour
Engineer	\$125/hour	\$135/hour
Site Manager	\$125/hour	\$135/hour
Office Manager	\$65/hour	\$75/hour
Technical Assistant	\$60/hour	\$70/hour
Clerical	\$55/hour	\$65/hour

Terms

- See Table 3 for a detail of ADCOMM services rate information.
- ADCOMM invoices based on actual time and expenses on a monthly basis for the duration of the project.

- Projected cost is based on hours used. If additional time is needed, additional time may be added as a change order.
- Mileage is billed at the current IRS rate.
- Expenses are billed at cost (travel, telephone, copies, etc.).
- Meals are billed on a per diem basis using GSA rates.
- Pass-through costs are marked up 5 percent (FCC license fees, equipment, subconsultants, subcontractors, materials, etc.).

Agreement for Services


I appreciate your taking the time to review our proposal. If you have any questions, please contact me at s.ronning@adcomm911.com or 971-718-7574.

APPROVED FOR:

Wasco County

APPROVED FOR:

ADCOMM Engineering LLC



Name:

Ms. Susan Ronning, Principal

Date

April 6, 2021

Date

This proposal is valid for 270 days.

For technical questions or clarification, contact:

Susan E. Ronning, P.E., PMP
Owner and Principal Consultant

Voice/Text: 971-718-7574
Email: s.ronning@adcomm911.com

For invoice or billing questions, contact:

Sue Seefeld
Office Manager

Mailing Address: P.O. Box 308, Woodinville, WA 98072-0308
Voice/Text: 425-487-1361
Fax: 206-374-2834
Email: accounting@adcomm911.com



MOTION

SUBJECT: Site Assessment Contract

I move to approve the Service Agreement Proposal with ADCOMM Engineering LLC for a radio system and site assessment.



DISCUSSION ITEM

Appointments

[FAIR BOARD](#)

[FOREST COLLABORATIVE](#)



APPOINTMENTS

Fair Board

[STAFF MEMO](#)

[VICKI ASHLEY APPLICATION](#)

[BRYAN LAROQUE APPLICATION](#)

[KEN SCHANNO APPLICATION](#)

[SHAWN WILKINSON APPLICATION](#)

[ORDER 21-078 APPOINTING VICKI ASHLEY TO FAIR BOARD](#)

[ORDER 21-079 APPOINTING BRYAN LAROQUE TO FAIR BOARD](#)

[ORDER 21-080 APPOINTING KEN SCHANNO TO FAIR BOARD](#)

[ORDER 21-081 APPOINTING SHAWN WILKINSON TO FAIR BOARD](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Fair Board Appointments

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MATTHEW KLEBES

DATE: DECEMBER 7, 2021

BACKGROUND INFORMATION:

The 7-member Wasco County Fair Board currently has two vacancies for which they have solicited application. For the two open positions, the Fair Board received 4 applications prior to the advertised closing date – Vicki Ashley, Ken Schanno, Bryan LaRoque and Shawn Wilkinson.

At their November 30, 2021 meeting, the Fair Board voted to move all four applications to the Wasco County Board of Commissioners for final decision and appointment. Applications are included in the Board Packet along with appointment orders for each of the applicants. The Board is being asked to approve two of the four orders to fill the current Board vacancies.

Whoever is appointed will be completing an unexpired term; therefore, these appointments will expire at the end of 2022.



INFORMATION AND QUALIFICATION FORM

Wasco County Fair Board

VOLUNTEER POSITIONS
WASCO COUNTY, OREGON

BACKGROUND

The Wasco County Fair Board meets in the evening twice each month throughout the year. In addition to organizing the annual Wasco County Fair the Board is responsible for fund raising, managing projects on the fairgrounds, oversight for Hunt Park, supervision of the Hunt Park caretaker, working with the Extension District/4H and engaging in intermittent repairs and small construction.

APPLICATION

Are you applying to fill a:

☒ Regular Position ☒ Alternate Position

Provide personal qualifications for this specific volunteer position.
Supplementary information may be attached. Do not provide confidential information.

Name: Vicki Ashbey

Address: [REDACTED] Mapine OR 97037

Phone ([REDACTED]) [REDACTED] Phone ([REDACTED]) [REDACTED]

E-mail: [REDACTED]

Signature: Vicki Ashbey

Date: 8/26/2001 Number of years as a Wasco County resident: 40+

Your objectives/goals? Desired contributions and accomplishments? would like to see the Wasco County Fair grow and become a totally family destination.

Education (school, college, training, apprenticeships, degrees, etc.)

Caldwell, Idaho Date(s): [redacted]
 Lewis Clark State College Date(s): [redacted]
 Boise State (grad classes during summers) Date(s): [redacted]
 Date(s):

Experience (work, volunteering, leadership roles, achievements etc.)

Fair Board - Astoria, Co WA Date(s): 1967-1972
 Wasco County Planning Comm Date(s): 21 yrs - current
 Past President Oregon Cattlemen Date(s): 1991-1993
 Sec/Treas Bakeren/Shareholders RFB Date(s): 2019 - current

General Comments/Additional Relevant Information

would like to see a better marketing plan, possibly bring in entertainment on Thursday evening (off nights for bands)
 Review the carnival, get more sponsorship for individual categories (food, veg, tortillas)
 Develop a food exhibit!

Send completed form to:

Wasco County
 511 Washington Street, Suite 101
 The Dalles OR 97058
 (541) 506-2520
 (541) 506-2551 (fax)

bring in commercial businesses that offer incentives for attending or purchasing products



INFORMATION AND QUALIFICATION FORM

Wasco County Fair Board

VOLUNTEER POSITIONS
WASCO COUNTY, OREGON

BACKGROUND

The Wasco County Fair Board meets in the evening twice each month throughout the year. In addition to organizing the annual Wasco County Fair the Board is responsible for fund raising, managing projects on the fairgrounds, oversight for Hunt Park, supervision of the Hunt Park caretaker, working with the Extension District/4H and engaging in intermittent repairs and small construction.

APPLICATION

Are you applying to fill a:

☒ Regular Position ☐ Alternate Position

ENTERTAINMENT, BEER GARDEN

Provide personal qualifications for this specific volunteer position.

Supplementary information may be attached. Do not provide confidential information.

Name: **BRYAN N LAROQUE**

Address:

Phone (home)

Phone (work)

E-mail address:

Signature:

Date:

Number of years as a Wasco County resident:

Your objectives/goals? Desired contributions and accomplishments?

**OWNER ROUTE 30, GROWLER HOLSTER, ROUTE 30 ENTERTAINMENT
LAROQUE'S WOOD SHOP, ENTERTAIN THE DAILIES
SO MUCH I DID IN 42YR HERE IN TC. JUST ASK AROUND**

WASCO COUNTY FAIR BOARD APPLICATION

Education (school, college, training, apprenticeships, degrees, etc.)

WATTOMKA

Date(s):

TO MANY TO LIST

Date(s):

Date(s):

Date(s):

Experience (work, volunteering, leadership roles, achievements etc.)

WOOD WORKER

Date(s):

1980 - PRESENT

MAIN ST TD

Date(s):

2014 -

Volunteering "SO MANY"

Date(s):

2014

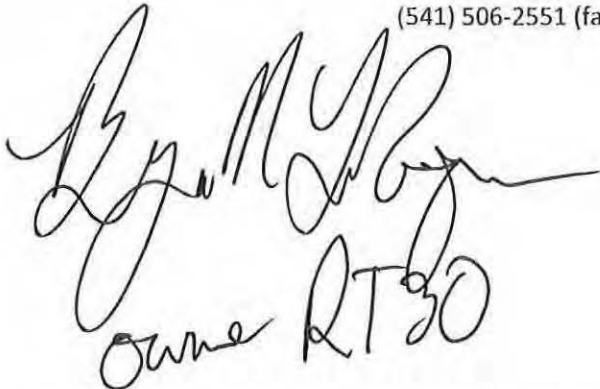
Date(s):

General Comments/Additional Relevant Information

RAISED IN TD, OPEN ROUTE 70 2014, WE LOVE
GIVE BACK TO TD. I LIKE ENTERTAINMENT SO
I BUILT A STAGE, HAD OVER 300 IN 2019
WERE A GO GETTER, ASK, AND YOU WILL
RECEIVE.

Send completed form to:

Wasco County
511 Washington Street, Suite 101
The Dalles OR 97058
(541) 506-2520
(541) 506-2551 (fax)


Lynn M. Brown
Owner RT 30



INFORMATION AND QUALIFICATION FORM

Wasco County Fair Board

VOLUNTEER POSITIONS
WASCO COUNTY, OREGON

BACKGROUND

The Wasco County Fair Board meets in the evening twice each month throughout the year. In addition to organizing the annual Wasco County Fair the Board is responsible for fund raising, managing projects on the fairgrounds, oversight for Hunt Park, supervision of the Hunt Park caretaker, working with the Extension District/4H and engaging in intermittent repairs and small construction.

APPLICATION

Are you applying to fill a:

☒ Regular Position ☐ Alternate Position

Provide personal qualifications for this specific volunteer position.
Supplementary information may be attached. Do not provide confidential information.

Name: Ken Schanno

Address: [REDACTED]

Phone (home) [REDACTED] Phone (work) [REDACTED]

E-mail address: [REDACTED]

Signature: [Signature]

Date: 11/23/21 Number of years as a Wasco County resident: 52

Your objectives/goals? Desired contributions and accomplishments? Make the Fair the best it can be

WASCO COUNTY FAIR BOARD APPLICATION

Education (school, college, training, apprenticeships, degrees, etc.)

Petersburg School Date(s): _____
The Dalles High Date(s): [REDACTED]
Oregon State Date(s): [REDACTED]
Date(s): _____

Experience (work, volunteering, leadership roles, achievements etc.)

Little League Baseball Date(s): _____
Date(s): _____
Date(s): _____
Date(s): _____

General Comments/Additional Relevant Information

Send completed form to:

Wasco County
511 Washington Street, Suite 101
The Dalles OR 97058
(541) 506-2520
(541) 506-2551 (fax)



INFORMATION AND QUALIFICATION FORM

Wasco County Fair Board

VOLUNTEER POSITIONS
WASCO COUNTY, OREGON

BACKGROUND

The Wasco County Fair Board meets in the evening twice each month throughout the year. In addition to organizing the annual Wasco County Fair the Board is responsible for fund raising, managing projects on the fairgrounds, oversight for Hunt Park, supervision of the Hunt Park caretaker, working with the Extension District/4H and engaging in intermittent repairs and small construction.

APPLICATION

Are you applying to fill a:

☒ Regular Position ☐ Alternate Position

Provide personal qualifications for this specific volunteer position.

Supplementary information may be attached. Do not provide confidential information.

Name: **Shawn Wilkinson**

Address: [REDACTED] **The Dalles, OR 97058**

Phone: [REDACTED] [REDACTED]

E-mail: [REDACTED]@[REDACTED]

Signature: *Shawn J. Wilkinson*

Date: **10/20/21** Number of years as a Wasco County resident: **21 Years**

Your objectives/goals? Desired contributions and accomplishments.

I would like to help make the Wasco County Fair and Rodeo the best experience for everyone involved. There are untapped resources that can help facilitate the growth of our rodeo, 4H and FFA programs. I feel my lifelong involvement in 4H, FFA and Rodeo have given me the experience needed to be a productive member of the fair board.

Education (school, college, training, apprenticeships, degrees, etc.)

Montana State University Farrier School



Western College of Auctioneering



Experience (work, volunteering, leadership roles, achievements etc.)

Work Experience

Auction Sales Co. - Manager & Auctioneer

2001-Present

Farrier

2003-2018

Eugene Livestock Auction - Horse Auction Manager

2020-Present

General Comments/Additional Relevant Information

Volunteer Experience -

Central Oregon PeeWee Rodeo Board Member/Track Director

2009-2017

Youth Basketball Coach

2011-2013

Wasco County Youth Livestock Auction Committee

2019-Present

Auctioneer at 4H & FFA Auctions for the past several years at various counties -

Wasco County, Sherman County, Jefferson County, Sherman County

Send completed form to:

Wasco County
511 Washington Street, Suite 101
The Dalles OR 97058
(541) 506-2520
(541) 506-2551 (fax)



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF VICKI ASHLEY TO THE WASCO COUNTY FAIR BOARD

ORDER #21-078

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

IT APPEARING TO THE BOARD: That a vacancy exists on the Wasco County Fair Board; and

IT FURTHER APPEARING TO THE BOARD: That Vicki Ashley is willing and is qualified to be appointed to the Wasco County Fair Board.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Vicki Ashley be and is hereby appointed to the Wasco County Fair Board; said term to expire on December 31, 2022.

DATED this 15TH day of December, 2021.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Scott C. Hege, Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF BRYAN LAROQUE TO THE WASCO COUNTY FAIR BOARD

ORDER #21-079

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

IT APPEARING TO THE BOARD: That a vacancy exists on the Wasco County Fair Board; and

IT FURTHER APPEARING TO THE BOARD: That Bryan LaRoque is willing and is qualified to be appointed to the Wasco County Fair Board.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bryan LaRoque be and is hereby appointed to the Wasco County Fair Board; said term to expire on December 31, 2022.

DATED this 15TH day of December, 2021.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Scott C. Hege, Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF KEN SCHANNO TO THE WASCO COUNTY FAIR BOARD

ORDER #21-080

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

IT APPEARING TO THE BOARD: That a vacancy exists on the Wasco County Fair Board; and

IT FURTHER APPEARING TO THE BOARD: That Ken Schanno is willing and is qualified to be appointed to the Wasco County Fair Board.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Ken Schanno be and is hereby appointed to the Wasco County Fair Board; said term to expire on December 31, 2022.

DATED this 15TH day of December, 2021.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Scott C. Hege, Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF SHAWN WILKINSON TO THE WASCO COUNTY FAIR BOARD

ORDER #21-081

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

IT APPEARING TO THE BOARD: That a vacancy exists on the Wasco County Fair Board; and

IT FURTHER APPEARING TO THE BOARD: That Shawn Wilkinson is willing and is qualified to be appointed to the Wasco County Fair Board.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Shawn Wilkinson be and is hereby appointed to the Wasco County Fair Board; said term to expire on December 31, 2022.

DATED this 15TH day of December, 2021.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Scott C. Hege, Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



MOTION

SUBJECT: Fair Board Appointments

To Appoint Vicki Ashley: I move to approve Order 21-078 appointing Vicki Ashley to the Wasco County Fair Board.

To Appoint Bryan Laroque: I move to approve Order 21-079 appointing Bryan LaRoque to the Wasco County Fair Board.

To Appoint Ken Schanno: I move to approve Order 21-080 appointing Ken Schanno to the Wasco County Fair Board.

To Appoint Shawn Wilkinson: I move to approve Order 21-081 appointing Shawn Wilkinson to the Wasco County Fair Board.



APPOINTMENTS

Forest Collaborative

[JON PAUL ANDERSON APPLICATION](#)

[ORDER 21-071 APPOINTING JON PAUL ANDERSON TO FOREST
COLLABORATIVE](#)

[MOTION LANGUAGE](#)

INFORMATION AND QUALIFICATION FORM

Wasco County Forest Collaborative Group Steering Committee VOLUNTEER POSITIONS

BACKGROUND

The Wasco County Forest Collaborative Group represents a broad constituency of stakeholders interested in healthy forest ecosystems, economic vitality and quality of life in the wildland urban interface with Wasco County. We provide the US Forest Service (USFS) with proposals for management of National Forest (NF) lands, and we support the utilization of forest resources and related opportunities to strengthen local communities.

The interest groups represented on the Steering Committee and the numbers of seats that will be available to each group are listed below. Please indicate to which group(s) you belong:

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> Forest Products Industry | 1 | <input type="checkbox"/> State Agencies | 1 |
| <input type="checkbox"/> Environmental | 1 | <input type="checkbox"/> Recreation & Tourism | 1 |
| <input type="checkbox"/> Community Wildfire Protection | 1 | <input type="checkbox"/> Private Landowners | 1 |
| <input type="checkbox"/> Watershed & Water Resources | 1 | <input type="checkbox"/> Tribal | 1 |
| <input type="checkbox"/> Local Government | 1 | <input type="checkbox"/> At Large | 2 |

APPLICATION

Provide personal qualifications for the specific volunteer position.
Supplementary information may be attached. Do not provide confidential information.

Name: Jon Paul Anderson
Address: [REDACTED] A 98620
Phone (home) [REDACTED] Phone (work) [REDACTED]
E-mail address: [REDACTED]
Signature: [Signature]
Date: 11/30/2021

Number of years as a Wasco County resident: 0

Your objectives/goals? Desired contributions and accomplishments? I have been a member of the Wasco collab. for the last 5+ years, I work for High Cascade, Inc & we own 3 sawmills in the Gorge. Would like to see active Forest Management + job growth
Approximate hours/month available for this commitment? I can attend all meetings 5+ hours.

Comments: _____

Education (school, college, training, apprenticeships, degrees, etc.)

WSU - Nat. Resource Sciences Date(s): [REDACTED]
Forestry Business Degree Date(s): _____
Date(s): _____
Date(s): _____

Experience (work, volunteering, leadership roles, achievements etc.)

Active on 4 USFS Collaboratives Date(s): 2013 - Present
School Board Member (Stevenson/Carson) Date(s): Feb. 2021 - Present
Worked for WA. DNR Date(s): 2000 - 2009
Worked for USFS Date(s): 2009 - 2013

Vocational/professional licenses, awards, recognition, etc.

N/A Date(s): _____
Date(s): _____
Date(s): _____
Date(s): _____

General Comments

I wish to continue active participation in the collab. to provide valuable insight into projects the USFS brings forward. I also strive to help provide the local mills w/ a sustainable flow of logs needed for the continued employment of about 450 people.

Send completed form to:

Wasco County Board of Commissioners
511 Washington Street
The Dalles OR 97058
(541) 506-2520
fax (541) 506-2551



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE APPOINTMENT OF JON PAUL ANDERSON TO THE WASCO COUNTY FOREST COLLABORATIVE GROUP STEERING COMMITTEE

ORDER #21-071

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

IT APPEARING TO THE BOARD: That in August of 2015, the Wasco County Forest Collaborative Group was formed by Charter to provide the US Forest Service with proposals for management of the National Forest lands and to support the utilization of forest resources and related opportunities to strengthen local communities; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County has agreed to be the appointing body for the Wasco County Forest Collaborative Group; and

IT APPEARING TO THE BOARD: That a vacancy exists on the Wasco County Forest Collaborative Group Steering Committee Group Steering Committee for a position representing Forest Products; and

IT FURTHER APPEARING TO THE BOARD: That Jon Paul Anderson is willing and is qualified to be reappointed to the Wasco County Forest Collaborative Group Steering Committee

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jon Paul Anderson be and is hereby reappointed to the Wasco County Forest Collaborative Group Steering Committee representing Forest Products; said term to expire on December 31, 2024.

DATED this 15th day of December, 2021.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Scott C. Hege, Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



MOTION

SUBJECT: Wasco County Forest Collaborative Appointment

I move to approve Order 21-071 appointing Jon Paul Anderson to the Wasco County Forest Collaborative Steering Committee representing forest products.



DISCUSSION ITEM

Election of Chair and Vice-Chair

[STAFF MEMO](#)



MEMORANDUM

SUBJECT: Election of Chair/Vice-Chair

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: DECEMBER 7, 2021

BACKGROUND INFORMATION:

Although not a formal policy, historically, the Chair and Vice-Chair of the Board of County Commissioners have served two consecutive years as it is less disruptive to Administration and Finance staff and provides some continuity for the Board.

Chair Hege and Vice-Chair Schwartz have completed 2 years in their current roles. Although we have not had a Vice-Chair until the last few years, precedence has been established for the Vice-Chair to move into the Chair position at the end of 2 years of service as Vice-Chair. That being said, the Board is free to nominate and elect to these positions as they will.

When nominating, please use the following language:

I nominate _____ to serve as Chair/Vice-Chair for the 2022 calendar year.

A nomination is made and seconded followed by a vote.



DISCUSSION ITEM

Legal Services Amendment

[CAMPBELL PHILLIPS LETTER](#)

[AMENDMENT](#)

[MOTION LANGUAGE](#)



CAMPBELL PHILLIPS PC
Attorneys at Law

December 8, 2021

Wasco County Board of Commissioners
511 Washington St #302
The Dalles, OR 97058

Re: Amendment to Personal Services Contract

Dear Commissioners,

Campbell Phillips PC has determined the need to reasonably and uniformly raise its public sector rates to maintain our ability to support staffing and resources at the level required to provide legal services to our standards. The following rates are carefully established to ensure fairness while securing our present and long-term ability to provide the level of services, responsiveness and support you deserve and have come to expect. Effective January 1, 2022, our public sector rates are as follows:

- Kristen A. Campbell: \$225.00 per hour (Campbell Phillips PC honored the initial Wasco County specific one year trial period rate for an additional year due to Covid but my rates need to be consistent for all public sector clients going forward)
- Other Campbell Phillips PC Attorneys: \$200.00 per hour
- Paralegal: \$120.00 per hour

These rates are substantially discounted compared to our private sector rates, which is in line with our philosophy regarding public funds. You will also note that these rates remain significantly under market for public sector attorneys with analogous expertise. The enclosed proposed Amendment memorializes your intent to continue our relationship on these terms. Please let me know should you have any questions or should you wish to consider your alternatives pursuant to your Public Contracting Rules. I certainly hope to continue our relationship as my entire firm cares deeply for our public sector practice and the services we provide our community.

Sincerely,

CAMPBELL PHILLIPS PC

Kristen A. Campbell

KAC
Enclosure

AMENDMENT TO PERSONAL/PROFESSIONAL SERVICES CONTRACT

THIS Amendment is made and entered into as of this ____ day of December 2021, by and between Wasco County ("County") and Campbell Phillips PC ("Contractor").

WHEREAS County and Contractor entered into a Personal Services Contract dated December 4, 2019, (Contract) for Contractor to provide certain legal services to County; and

WHEREAS, the Parties have agreed to formally acknowledge that the original one-year term has passed and to amend the Payment Terms provision.

NOW, THEREFORE, the Parties agree as follows:

The Payment Terms provision is revoked in its entirety and replaced as follows:

Contractor services will be billed at the rates as follows:

Kristen A. Campbell:	\$225.00 per hour
Other Attorney:	\$200.00 per hour
Paralegal:	\$120.00 per hour

Irrespective of the foregoing, litigation and appellate work will be billed at the rate of \$250.00 per hour for attorney time and \$130.00 per hour for paralegal time. Also, Contractor will be reimbursed for fees and reasonable travel expenses incurred with County's prior written consent.

The Parties agree that said Contract is hereby modified as shown above. Except as expressly modified above, said Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment on the day and year first written above.

Wasco County

Campbell Phillips PC

Scott Hege
Board of Commission Chair



Kiffanie Phillips
Managing Member

Date: _____

Date: 12/8/21



MOTION

SUBJECT: Legal Services Motion

I move to approve the amendment to the Personal/Professional Services Agreement for Legal Services.



CONSENT AGENDA

[MINUTES: 12.1.2021 REGULAR SESSION](#)

[REAPPOINTMENTS](#)



CONSENT AGENDA ITEM

Minutes

[12.1.2021 REGULAR SESSION MINUTES](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
DECEMBER 1, 2021

This meeting was held on Zoom

<https://wascocounty-org.zoom.us/j/3957734524>

or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

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

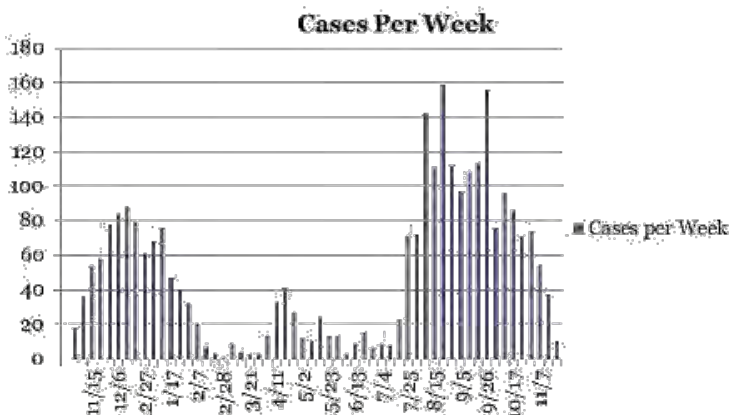
STAFF: Kathy Clark, Executive Assistant
Tyler Stone, Administrative Officer

Chair Hege opened the session at 9:01 a.m.

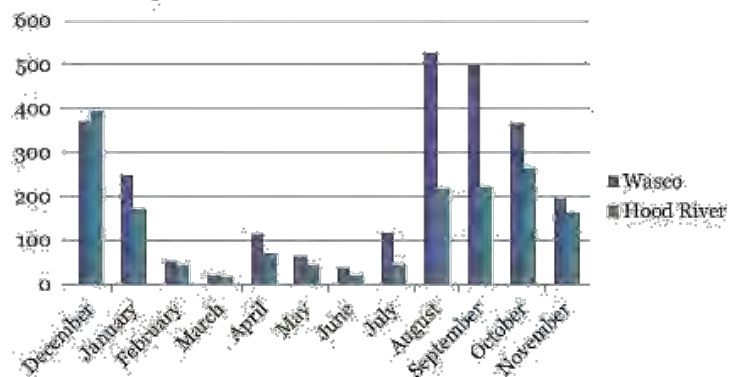
Discussion Item – COVID Update

North Central Public Health District's Health Officer Dr. Mimi McDonell reviewed the cases in our region, pointing out that Wasco County has seen a significant drop in cases per week – our numbers are approaching those of Hood River County.

Wasco Cases
November 2020- November 2021

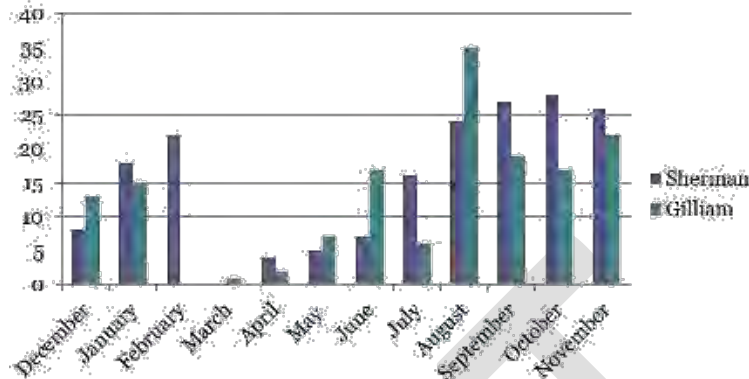


Wasco and Hood River
Cases by Month



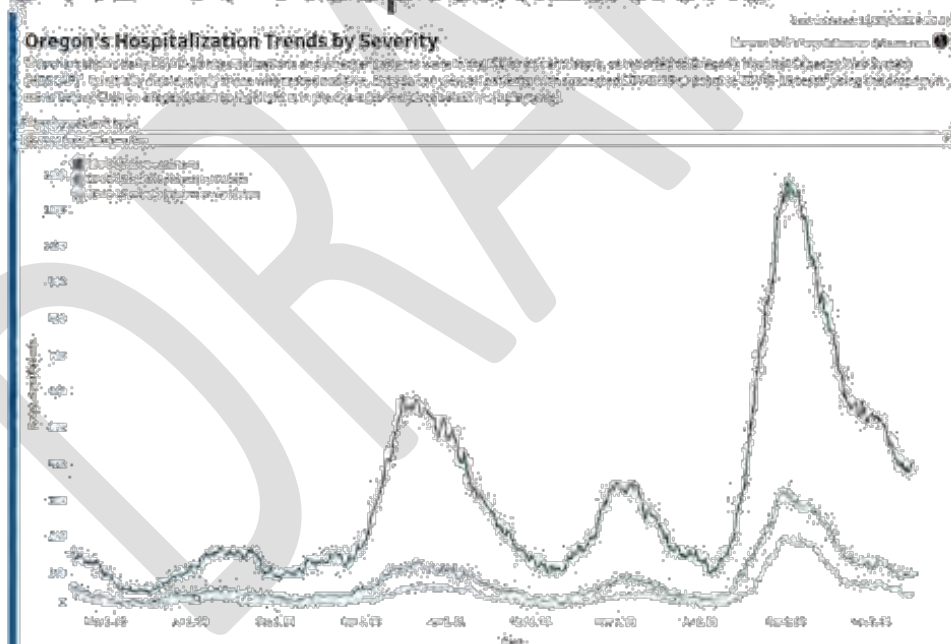
Dr. McDonell added that the numbers in Sherman and Gilliam County display more dramatic shifts due to their small populations.

Sherman and Gilliam Cases by Month



Hospitalizations across the state have plummeted; our local hospital currently has no patients admitted with COVID19.

COVID-19 Hospitalizations



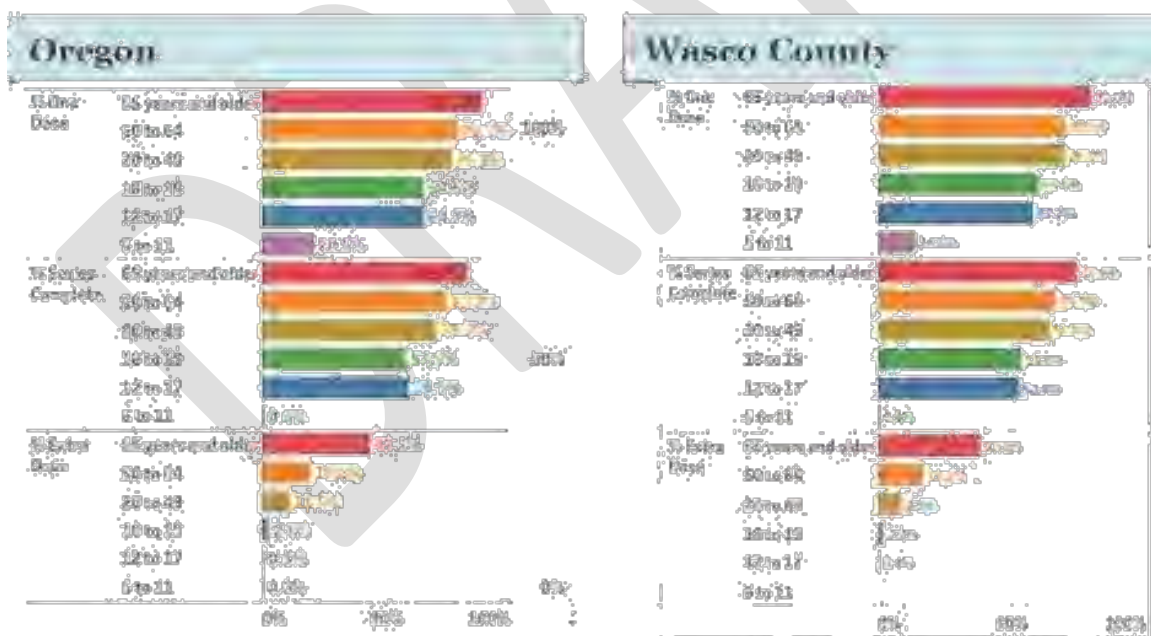
Wasco County is approaching a vaccination rate of 80% for all adults, 18 and over. Booster shots are now available and recommended for all adults; Pfizer has applied for approval for a booster to be administered to 16 and 17 year olds.

Vaccinations

- For ages 18+, includes state and federal data
- Wasco 78.5%
- Sherman 67.5%
- Gilliam 52.1%
- Boosters recommended **for all 18+**
- Pfizer seeking approval for boosters 16-17

Wasco County's vaccination rates are very similar to the state averages. The vaccine for children aged 5-11 has only been available for a short time so we hope those numbers will increase with time.

Vaccinations by Age



Local schools are embracing the test-to-stay program which allows students exposed in school or on a school bus to remain in class as long as they do not display symptoms and have 2 negative tests - the first taken as soon as the exposure is known and a second 5-7 days after exposure; tests are administered

at the school.

What's New

- Schools
 - Test To Stay
 - If exposure occurs in school setting may continue to attend school if no symptoms and 2 neg tests
- Variants
 - Omicron
 - More unknowns than knowns
- Therapies
 - Molnupiravir
 - Oral form
 - Anti viral
 - Reduces hospitalization by approx 30%

Dr. McDonell said that we will need to remain patient to get more information regarding the Omicron variant. There is a new anti-viral available, recently approved in a vote that was not unanimous. It appears to reduce rates of hospitalizations in some patients; it is recommended for use during the first 5 days of illness in patients at high risk of complications.

Vice-Chair Schwartz observed that COVID home tests are more available in the community but are not inexpensive – about \$25 for a kit. She asked if that test is valid when submitting numbers or would someone need to be retested at the Health Department. Dr. McDonell replied that they want people to call in and report positive home tests; there is not a need to be retested. She added that the Oregon Health Plan covers the cost of up to 4 home tests a month.

Vice-Chair Schwartz asked if people are coming back fairly reliably for their second dose of the vaccine. Dr. McDonell answered that in Oregon, 88.5% of those 65 and up have gotten their first injection; 82.5% completed the course of injections with a second shot. She said that drops off a little in younger populations but not much.

Vice-Chair Schwartz asked if we will get booster data. Dr. McDonell said that there is some information on one of the slides; for 65 and up, 37% have gotten a booster.

Vice-Chair Schwartz asked if there are side effects associated with the new antiviral. Dr. McDonell explained that the antiviral interferes with the replication of the virus; there is a lot of concern about it promoting mutations. That has not historically been the case with antivirals, but more research is needed.

Commissioner Kramer commented that we are still learning to live with this. He said that he appreciates the updates and encourages people to follow the guidelines.

Chair Hege asked about the accuracy of the home tests. He said that his daughter has gotten negative home tests and then was tested at Public Health so she could go back to work and it came out positive. Dr. McDonell stated that they do not recommend people getting tested to go back to work. The at-home tests are good but when there are no symptoms or known exposure, they are less accurate. The PCR tests administered by health care professionals are more sensitive and can detect the antigen even after the patient is no longer contagious.

Vice-Chair Schwartz added that the at-home tests have a specific process that is not simple. People need to follow the directions carefully.

Chair Hege asked about the booster for people who have had COVID. Dr. McDonell replied that there are no recommendations post-infection. She said that her suggestion would be not to wait too long, perhaps 10-20 days after a positive test. Chair Hege asked what people who got the one-dose Johnson & Johnson vaccine should do about a booster. Dr. McDonell said that those people can get either the Pfizer or Moderna booster; her preference is the Moderna.

Rodger Nichols asked if there are any scheduled vaccination events. Dr. McDonell said that One Community Health is holding one soon – check their website for details. NCPHD is holding one in Sherman County this afternoon from 2-7 p.m. and will be holding clinics at the Readiness Center in The Dalles on December 9th and 16th. You can also get vaccines and boosters at your primary care provider or local pharmacy.

Chair Hege asked how long COVID patients experience a loss of taste and smell. Dr. McDonell replied that it varies – some lose it for a couple of weeks, others for months. She noted that there are some people with long COVID who get vaccinated and experience a reduction of symptoms. She added that, that is

anecdotal observation.

Discussion Item – 3G Sunset

Dispatch Operations Manager Joe Davitt said that he just wanted to bring public attention to this. 3G systems will no longer be supported in 2022; people who have devices that rely on 3G need to prepare for that.

Agenda Item – VSO Update

County Treasurer Elijah Preston reviewed the memo included in the Board Packet. He pointed out that \$11.9 million in compensation to Wasco County veterans is paid out annually with an additional \$13.9 million in medical care. Adding those to other benefits such as education and transportation, veterans in our county receive over \$26 million in veterans benefits. 10.4% of Wasco County's population are veterans.

Mr. Preston went on to say that our office staff and volunteer staff are also engaged in community outreach to veterans through the Senior Center and Flagstone Assisted Living as well as radio ads and signage. He stated that our Veterans Service Officers, Russell Jones and Patrick Wilbern, have a claims success rate much higher than the national average. When claims are denied and appealed, Mr. Jones does the work and presents the case just like an attorney would before the hearings board. Mr. Wilbern was recently awarded the Order of St. Maurice for the work he does and his contributions to the military efforts in Iraq.

Chair Hege asked Mr. Preston to pass along the Board's congratulations.

Commissioner Kramer added thanks to Mr. Preston, the VSO staff and volunteers for the great job they do to help our veterans.

Vice-Chair Schwartz agreed saying that she volunteered at that office prior to taking office as a County Commissioner. She was very impressed by their level of knowledge and expertise and equally dismayed by the number of denials issued by the Veterans Administration. She said that a lot of time and energy goes into fighting to get the benefits our veterans deserve. It is not unlike insurance claims – if they can find the smallest reason to deny it they will. She said we are very fortunate to have the expertise and dedication we find in Mr. Jones and Mr. Wilbern.

Agenda Item – Home at Last Deed

Mr. Stone reviewed the memo included in the Board Packet, saying that we originally had given the property to Home At Last to support their grant applications. When they ceased operating we took the property back while Central Oregon Animal Friends established themselves as the new managers of the animal shelter which still operates under the name of Home At Last. Now that they are on solid ground, it is appropriate to deed the property to them to support their grant application efforts. The donation agreement and deed with reversionary clause is similar to what we used for the original donation to Home At Last.

Steve Drynan, Executive Director of Central Oregon Animal Friends, said that this will help them with a Google grant application for \$30,000 to do some updates to the building. In addition, they are planning a capital campaign for a new building. They did a similar campaign in Madras and were able to build a new facility for about \$500,000.

Mr. Drynan went on to say that Sherman, Klickitat and Hood River Counties also use Home At Last as they have no facilities or facilities that cannot meet the demand. Currently, Home At Last is doing 40-50 pet adoptions per month with a goal of 80-90. Pets are shown on their website. He concluded by saying they are holding an online auction called the 12 days of Christmas.

{{{Commissioner Kramer moved to approve the Bargain & Sale Deed and Donation Agreement and between Wasco County and Central Oregon Animal Friends. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Agenda Item – Community Outreach Platform Agreements

Mr. Stone reviewed the memo included in the Board Packet He said that Administrative Services Office Manager Stephanie Krell has done an in-depth look at both platforms; she has been training for PIO work and this fits into that path. Costs have also been negotiated down to allow us to give this a try for a year. Staff recommends the full year for both to use for upcoming projects.

Vice-Chair Schwartz reported having participated in a demonstration from Zen City and found it very helpful to see how this will work and what they can gather from the community. She said that in her limited experience, she thought there would be 4 or 5 sources from which to pull information; in the demo she learned

that there are many more from which we will likely be able to pull information. She pointed out that community outreach has been one of her initiatives and this works toward that goal. Using Zoom has helped as we are getting far more public attendance than what we got at in-person meetings. The Zen City platform will allow us to gather information on specific topics and also gather more general information. She said she will be participating in a Bang the Table demonstration later this week. She concluded by saying she is glad to see the price come down and is in full support – this is in line with our values.

Chair Hege said that he also participated in the Zen City demonstration and is fascinated to see what will come out of it. He said he is still a bit skeptical but they provided good information that could be useful. He asked about the Bang the Table pricing regarding what level we are getting – single-project or multi-project pricing.

Mr. Stone replied that what is in the packet is their retail pricing; we negotiated down on Option 2 which is for multiple projects.

Chair Hege observed that the onboarding training works out to about \$555 per hour which is very steep. Mr. Stone said it is not one person for an hour; it will be a team of people.

Chair Hege asked about the insight reporting which is limited to 6 reports a year. Mr. Stone replied that we can get automated reporting from the sight; however, if we want more in-depth analysis we can request a staff-driven insight report.

Vice-Chair Schwartz said that in regard to the Cross-Functional Communications Team, this fits what the team said was needed in the county – a person dedicated to managing this communication. She said that we may think we know what people are thinking but you cannot really know until you go out and hear what the actual conversation is around an issue. She asked when implementation would begin. Mr. Stone replied that he can see advantages to a rapid implementation and a delayed implementation. Set up for both will take time; it is likely we will implement with Zen City first and then Bang the Table.

Ms. Clark noted that since the packet was published, County Counsel requested that the auto renewal clause in the Zen City agreement be removed. Zen City agreed to that change and the service agreement that we are being asked to sign includes that revision.

{{{Vice-Chair Schwartz moved to approve the Service Agreement between Zen City and Wasco County for cross-channel platform civic engagement with the removal of the auto renewal clause. Commissioner Kramer seconded the motion which passed unanimously.}}}

{{{Vice-Chair Schwartz moved to approve the Service Agreement between Bang the Table and Wasco County for Community Visioning Engagement. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Maupin Boat Ramp

Maupin Mayor Lynn Ewing said that the Maupin City Park gets very busy in the summer. The back down to the river drops very suddenly. The City has done some short-term fixes that last a year or two but what is needed is something more permanent. The City is seeking a grant from the Marine Board to contract a consultant to evaluate the situation and recommend the best course of action.

City Recorder Christine Wolfe added that this is a first step to a multi-step grant process to repair the ramp. Part of the State process is to determine the level of community support; the City of Maupin is requesting a letter of support from the Board of County Commissioners to send along with their application. There will likely be future requests for letters of support as they move through the steps of the granting process. She reported that an engineer who was staying at the park suggested a new solution that would be less expensive; they will look at that with the help of a consultant. In addition to the ramp, the river bank also needs to be stabilized. The plan is to send in the application by the 10th of December when the grant cycle opens.

*****The Board was in consensus to provide a letter of support for Maupin's Marine Board grant application.*****

Agenda Item – Annual Watershed Report

Wasco County Soil and Water Conservation District Watershed Coordinator Drake Gilbert reviewed the report included in the Board packet along with Pat Davis and Ken Bailey who serve on the White River and The Dalles Watershed Councils respectively; both also serve on the Watershed Council Coordinating Board which oversees the overall operation of the county's Watershed Councils.

Mr. Davis reported that when replacing the culvert on White River, as they pulled the old pipe out they counted five fish that swam up before they could

even get the new pipe in. That was encouraging.

Mr. Bailey said that they continue to work on the pesticide stewardship; there have been some ups and downs in the levels detected, but overall they are reducing. With low rainfall the rates go up. He went on to say that there is still an E.coli issue in Mill Creek; they are working with DEQ to hone in on the source so they can mitigate the problem. They are also reviewing the maintenance issues for projects that have already been completed.

Vice-Chair Schwartz asked where they are testing on Mill Creek. Mr. Gilbert replied that there are 33 sites that have been tested over the last dozen years.

Chair Hege asked if the money mentioned in the report that they lobbied Congress for was the State Congress rather than the Federal Congress. Mr. Gilbert replied affirmatively.

Chair Hege asked if there are plans to address more deep wells in the future. Mr. Gilbert answered that there are no plans at this time. We know that current funding will not address all the comingling wells but we are getting a better idea of what needs to be done. We may never plug them all as we have not been able to identify them all. We have completed work on 12 and hope to get another double digit done this year. Draw down of the water table has slowed down a bit, but it takes a long time to see results.

Mosier Mayor Arlene Burns said that she was glad to hear that E.coli was not found in Mosier Creek. She stated that they try to be good stewards of the portions of the creek that are located within the city limits.

Mr. Bailey said that they hope they have addressed the worst of the comingling wells. A lot of it comes down to owner cooperation. If there is enough evidence, there could be enforcement action taken by the State which would mean the landowner would have to pay for the repairs rather than addressing it through the grant program. Right now, there are still funds available to do the work and most landowners are coming out better than they were before the repair.

Vice-Chair Schwartz asked about any new wells being dug. Mr. Gilbert said that there are regulations in place to make sure they are done property. Oregon Water Resources Department oversees that – it is illegal to have a co-mingling well. Chair Hege added that a couple of years ago the Mosier water shed got

different regulations related to ensuring there would be no more co-mingling; you can't drill a well now without getting it registered and approved. Mr. Bailey added that the work that has been done on deep wells is educating us on how to do future wells.

Mr. Bailey went on to say that although there was initial resistance to the creation of a Coordinating Board it has proven to be very helpful and encouraged cooperation and information sharing that is useful to all.

Chair Hege commented that Mr. Davis and Mr. Bailey are examples of some of the best volunteers we have in our community. Mr. Gilbert added that there are vacancies on most of the watershed councils and he encouraged people to reach out if they are interested in serving.

Vice-Chair Schwartz asked why option 2 was eliminated from the FAST program. Mr. Gilbert replied that there were only 4 participants in option 2 with 12 in option 1 – it just made sense to concentrate resources where there was the most participation. He noted that the number in the program is pretty static; all those that are eligible are aware of the program so not a lot of outreach occurs.

Vice-Chair Schwartz said that she looks forward to this report each year and appreciates all the volunteers that work for the betterment of us all. Commissioner Kramer concurred, saying that our landowners are our biggest conservationists. He added his thanks for Mr. Gilberts work with the councils.

Public Comment/Department Directors
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Chair Hege opened the floor to public comment. There was none.

Chair Hege asked if any department directors had information to share.

Mr. Stone said that a good portion of the Wasco County Management Team has been working with him at Center for Living to fill in and help out – they are knocking it out of the park. Among those who are helping are Youth Services Director Molly Rogers, Finance Director Mike Middleton, IS Director Andrew Burke and his staff, Human Resources Director Nichole Biechler and Administrative Services Office Manager Stephanie Krell. He said they are putting in a lot of impressive work – if you have the opportunity, please thank them for their efforts.

Vice-Chair Schwartz said that she has had a long career in administration and worked with many people; this is the best, most stellar team she has ever worked with – every single one of them is amazing. Chair Hege agreed.

County Clerk Lisa Gambie said that we have gone through redistricting due to the 2020 census. The new boundaries will get final approval in January. We are going from 14 to 12 precincts and most every voter in the County will get a new card. She said she appreciates the support of the local party chairs and will continue to work with them for a smooth process. Every combination of a district overlay creates a different ballot style. There will still be a fair number of ballot styles in Wasco County.

Discussion Item - Appointments

Ms. Clark explained that the LPSCC order appointment for Dr. Bernal has an incorrect expiration date – it should be December 31, 2022. Vice-Chair Schwartz asked who Dr. Bernal is. Ms. Clark replied that Dr. Bernal is the new Superintendent for North Wasco County School District 21.

{{{Commissioner Kramer moved to approve Orders 21-061 and 21-062 appointing Tom Worthy and Carolyn Bernal, with a correction as stated for Order 21-062, to the Wasco County Local Public Safety Coordinating Council. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Vice-Chair Schwartz said that Julie Whetzel is a resident of Maupin and very qualified to serve on the Board of Health – it will be great to have representation from the southern part of the county. Ms. Whetzel was unanimously recommended by the NCPHD Board for appointment.

{{{Vice-Chair Schwartz moved to approve Order 21-063 appointing Julie Whetzel to the North Central Public Health District Board of Health. Commissioner Kramer seconded the motion which passed unanimously.}}}

Consent Agenda – 11.3.2021 & 11.10.2021 Minutes

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

Agenda Item – Climate Change Presentation

Debi Ferrer reviewed the presentation included in the Board Packet: **Preparing**

Our Community for Climate Change: An Opportunity Presented by Protect Oregon's Progress.

"Good morning, Chair Hege, Commissioners Kramer and Schwartz. Thank you for the work you do for this community, and thank you for giving us some of your time today for a matter that is very important to many folks. Protect Oregon's Progress is a group of local citizens engaged in local, state and national issues. Climate Change Action is one of our top priorities. Back in September we presented a statement, encouraging the Commission to take seriously the threat that climate change poses to our community, and to consider future decisions through a lens of climate change. We're back today to continue that discussion with some specific requests.

Wasco County's mission statement is to "Partner with our citizens to proactively meet their needs and create opportunities." In the months ahead, there are likely to be many opportunities for communities that have climate action plans and are looking for funding to turn their plans into actions.

It is our group's vision for our community to be in that position, were we are united in actively addressing climate change as an opportunity to build a healthier, more vibrant, and more resilient community for us all.

Ten minutes won't even begin to scratch the surface on such a broad topic as climate change. We're not here to lecture you about the doom and gloom scenarios. We think these ten words say all that needs to be said: It's real. It's us. It's bad. Experts agree. There's hope. Here's what we **HOPE** to convince you about today:

FIRST - Taking action on climate change is not only **necessary**, but also **beneficial** to our community.

SECOND - We don't have to re-invent the wheel – many of our neighboring communities are already benefitting from climate change action. And finally, **NOW** is the time to take that most important first step.

The presentation in your packet has quite a few more details than our presentation today, in the interest of time. For example, we're not going be talking about the global consequences of climate change. We trust you're familiar with the science on that, and we've provided some good resources in

your packet. But we do want to share with you some of the anticipated consequences on a more local level.

Last year, a northwest news agency, Investigate West, contracted with a northwest planning firm, Headwaters Economics, to conduct a study on the vulnerability of Oregon and Washington cities and towns to climate change. They defined vulnerability as **the risk of experiencing wildfire, flooding, or extreme heat PLUS the prevalence of poverty, rental housing, racial minorities and elderly.**

According to that study released in February of this year, residents of 152 cities and towns in the Pacific Northwest are particularly vulnerable to climate-fueled wildfires. Residents of 60 other communities are most susceptible to floods. And people living in 75 towns are most likely to suffer — maybe even die — because of heat waves.

Many of these cities and towns are at risk for two of the three climate change disasters, and two communities are at risk for all three.....**Grand Coulee, WA and The Dalles, OR.** In addition, The Dalles also has a higher than average prevalence of the compounding socioeconomic factors.

Whether we, as a community, take action on climate change, or whether we ignore it, there will be costs. Some of the costs of taking action will include: Research and Development, Implementation and subsidizing new technologies, and additional staff.

But **NOT** taking action may have even greater costs, both economic and human well-being costs. We hope you will notice an important difference between these two columns. The cost of taking Action is much more of an **INVESTMENT** in our community's future. These investments have the potential to make our community more resilient to the impacts of climate change AND.....save us money! **Who doesn't like to save money!**

Here's just one example.....Electric cars are now almost the same cost as comparable gas-powered cars. Electric trucks in 2022 are expected to be essentially the same price as gas- or diesel-powered trucks. But the cost of the vehicle itself is only part of the picture. Having served on the city's budget committee this past year, I went back to the city's big budget book and added up the various departments' line item for "Gas, oil, diesel, lubricants." The city's

total budget for running a gas-powered fleet of vehicles is over \$70,000 per year. I checked out the county's, too. It's over \$100,000.

In addition to saving money on fuel, oil changes, and other maintenance costs associated with gas-powered vehicles, there are other economic benefits. Powering our vehicles with electricity from solar and wind generation right here in Oregon and Washington, will keep energy spending in the region, and provide great family wage jobs to folks who may very well choose to live on our community. More local solar and wind projects will make us more resilient to climate disasters that could impact the grid. We encourage you to take a look at the presentation in your packet, where we've included more details about how communities can save money by taking climate change action.

We don't have to start from scratch on this. There are some great things going on around us that we can use as inspiration to get started. **Hood River** city and county collaborated on their Hood River Energy Plan, adopted in 2018, with the goals of reducing fossil fuel use, producing more local energy, and creating a \$25 million dollar revolving loan fund to help finance renewable energy projects.

Mosier has a slew of things going on, including 60% funding for their Mosier Center, which will be a triple net zero building meeting the highest energy standards, full funding for two electric vehicle charging stations, a pedestrian plaza, and a bike hub. **White Salmon** passed a Climate Emergency Resolution in March of this year to guide their planning going forward. **And the community of Lyle** will be voting on a similar resolution at their January meeting.

There are so many projects possible, some that will save us money, some that will make us more resilient to climate change, some that will make our community healthier and more livable, and some that will provide new jobs. The inaction of governments around the world and the recent global climate change summit demonstrate that it's really hard for big governments to make meaningful changes, and we can't wait for them to come to our rescue. Imagine if, instead, local governments took the lead on this, by finding ways to save money as they move away from fossil fuels; and what if those changes benefitted their communities in a variety of other ways; and what if corporations also took responsibility, like many are doing? This is now a much more hopeful picture. And it's within our reach.

Earlier I mentioned that NOW is the time to take those most important first steps. The Bipartisan Infrastructure Bill which was recently signed into law includes billions of dollars for clean energy-related projects. Those dollars are most likely to go to communities that know what they want and have plans in the works. We could be one of those communities.

So, we now come to the main point of our presentation – what we are asking from you. Our recommendation is based on what other communities with successful climate action plans have done. **First, we recommend that you partner with the City of The Dalles, and other cities in the county, on the creation of a task force.** The goal of the task force would be to develop a **Community Climate Action Plan** that will

- **MITIGATE** the impacts of Climate Change
- Help the community **ADAPT** to the impacts of Climate Change
- **REDUCE** our reliance on fossil fuel energy

Second, we recommend the hiring of a staff person, possibly shared by other stakeholders, to coordinate and help lead this task force. In 2016 Hood River hired a RARE Americorps Intern to work with their community task force in the creation of the Hood River Energy Plan. That was Marla Harvey, who now serves as MCEDD's Energy Coordinator. In other communities, such a position has more than paid for itself with energy savings.

Third, we ask the Board of County Commissioners to make a sincere commitment to move our community toward one that is actively addressing climate change as an opportunity to build a healthier, more vibrant, and more resilient community for us all.

Thank you for the opportunity to present a proposal to address climate change at the local level. We are extremely pleased that the City of The Dalles has agreed to begin forming such a task force. North Central Public Health District has also indicated that it would like to be a partner in this project. I believe Daniel Hunter, the interim City Manager is here and he may have some things to add. We are eager to hear your response, and to join forces in moving our community forward."

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Ms. Ferrer added that the City of The Dalles has begun inviting people to be part of the task force.

Chair Hege asked for Mr. Stone's thoughts. Mr. Stone stated that a discussion with the City is warranted before we do anything. Chair Hege agreed.

Commissioner Kramer said that his understanding of the City Council meeting was that they were going to do a deeper dive into this; he said he did not know they were moving forward with a task force. He said that in reviewing the proposed actions, a lot of them are already being done. There is a lot of conversation that needs to occur before making a decision.

Chair Hege said he would agree that there are a lot of the action items already happening in the county. We have a solar project being constructed. The idea of moving away from fossil fuels in government equipment is complicated – heavy equipment is a challenge. Robert Wallace has done some work in that area but converting a dump truck is a ways down the road. There are, however, opportunities for other items. He noted that there is a hybrid version of the interceptor which is what our Sheriff's department uses.

Daniel Hunter with the City of The Dalles said that the morning after the last City Council meeting, they were able to identify someone on staff - Eric Hansen - with an interest in assisting with a task force – to gather information on what is in place, what we are already planning and what else we can do together to navigate change. Mayor Mays is working to recruit other members.

Vice-Chair Schwartz said that it seems what we are looking for is a community climate action plan - what are we doing now and how can we improve on that. The first ask is to have the County be part of the task force which would determine what else is needed and then a staffer who can help coordinate those efforts. She said we are already doing a lot and it would be great to get that out there and work together in a coordinated effort. That would have tremendous value. She said she would like to see us identify someone who has interest, passion and/or expertise. She asked what the time commitment would be.

Ms. Ferrer replied that she would envision two meetings a month and then a staffer to support that. Of course, there would also be work in between meetings so you will want someone with a passion for the work.

Nicole Chaisson asked what the cost would be for that staff person. Vice-Chair Schwartz suggested that we have had some great RARE interns who have stayed in our community and do great work. The cost for that could be shared among participating entities. The federal government picks up some of the cost. This is a lot of work and we will need someone dedicated; but in the initial stages, we can get started and add the staff later.

Chair Hege said we would want to start with the items that make financial sense. It is a good idea to coordinate and he thinks the Board would be okay with that.

*****The Board was in consensus to move forward with a representative on the task force for climate change response.*****

Commissioner Kramer said we will need to have the City and County Administrators involved to oversee fiscal responsibility.

Agenda Item – AOC/LOC Coordinated Homelessness Response
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Mid-Columbia Community Action Council Executive Director Kenny LaPoint said that he is here to flag this issue for future action. He reviewed the concept included in the Board Packet. He said that the current discussion is around how this legislation would work in a rural setting; there needs to be some changes to the legislation to make it feasible for rural communities. They are working toward that. However, a lot of work has been done in the last year that primes us for making this work well for our region. We have a lot of great collaboration among the counties and cities in our region. He said there may be a quick turnaround for a letter of support should a decision be made to apply.

Vice-Chair Schwartz said that Hood River is working with the legislator bringing this forward to revise the language.

Commissioner Kramer noted that \$5 million for 5 projects – that will not work for urban areas like Portland but could make a big difference in smaller communities. He asked what the funding plan would be for when we stop getting money from the State for this program – the funding is for 2 years. Where will we get the \$500,000 per year after that. Mr. LaPoint agreed that it is an unreasonable ask for small rural communities. That is a point they are trying to make to the legislators. We have a lot of local success and good momentum; this program could lead to more resources.

Commissioner Kramer said that Salem needs to get with the program. He said he agrees that changes need to be made to the legislation to make it viable.

Commission Call

Commissioner Kramer said that the Fair Board is down to two representatives and it has been contentious. He said that he is waiting to get more information. There are two appointments to be made out of four applications. Once there is a full board, we have staff who will give them some support on how to run their meetings efficiently and effectively.

Commissioner Kramer said he has applied to serve on ORSAC (**Oregon** Recycling System Advisory Council).

Commissioner Kramer said he wanted to take a moment to commend the entire County staff – they are stellar across the board. He thanked them all for their hard work on behalf of our citizens.

Chair Hege adjourned the session at 11:48 a.m.

Summary of Actions

MOTIONS

- To approve the Bargain & Sale Deed and Donation Agreement and between Wasco County and Central Oregon Animal Friends.
- To approve the Service Agreement between Zen City and Wasco County for cross-channel platform civic engagement with the removal of the auto renewal clause.
- To approve the Service Agreement between Bang the Table and Wasco County for Community Visioning Engagement.
- To approve Orders 21-061 and 21-062 appointing Tom Worthy and Carolyn Bernal, with a correction as stated for Order 21-062, to the Wasco County Local Public Safety Coordinating Council.
- To approve Order 21-063 appointing Julie Whetzel to the North Central Public Health District Board of Health.
- To approve the Consent Agenda: 11.3.2021 Regular Session Minutes & 11.10.2021 Special Session Minutes.

CONSENSUS

- **To provide a letter of support for Maupin's Marine Board grant**

application.

- **To move forward with a representative on the task force for climate change response.**

Wasco County
Board of Commissioners

Scott C. Hege, Commission Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



CONSENT AGENDA ITEM

Reappointments

BUDGET COMMITTEE: KEN POLEHN
PAT DAVIS

MOSIER WATERSHED: BRYCE MOLSEWORTH
COLLEEN COLEMAN
PHILIP EVANS
KAREN BAILEY

THE DALLES WATERSHED: KEN BAILEY

MUSEUM COMMISSION: MICHAEL WACKER

PLANNING COMMISSION: LYNNE MACINTYRE
CHRIS SCHANNO

BAKEOVEN WATERSHED: JEROD WARNOCK

LPSCC: JEFF JUSTESEN
DAN LINDHORST

WHITE RIVER WATERSHED: ROBERT LARSELL
PAT DAVIS

HOSPITAL FACILITY AUTHORITY BOARD: JOHN MABREY
DAVID GRIFFITH
WILLIAM MARICK

FOREST COLLABORATIVE: PAT DAVIS
KATHERINE LONG
BARK
RICH THURMAN



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF KEN POLEHN TO THE WASCO COUNTY BUDGET COMMITTEE

ORDER #21-043

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

IT APPEARING TO THE BOARD: Ken Polehn's term on the Wasco County Budget Committee expires December 21, 2021; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Ken Polehn be and is hereby appointed to the Wasco County Budget Committee; said term to expire on December 31, 2022.

DATED this 15th day of December, 2021.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Scott C. Hege, Commission Chair

Kathleen B. Schwartz, County Commissioner

Steven D. Kramer, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF PAT DAVIS TO THE WASCO COUNTY BUDGET COMMITTEE

ORDER #21-046

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

IT APPEARING TO THE BOARD: That Pat Davis' term on the Wasco County Budget Committee will expire on December 31, 2021; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Pat Davis be and is hereby reappointed to the Wasco County Budget Committee; said term to expire on December 31, 2022.

DATED this 15TH day of December, 2021.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen, County Counsel

Scott C. Hege, Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



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

IN THE MATTER OF THE REAPPOINTMENT OF BRYCE MOLESWORTH TO MOSIER WATERSHED COUNCIL

ORDER #21-050

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

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

IT FURTHER APPEARING TO THE BOARD: That Bryce Molesworth's appointment to the Mosier Watershed Council expires on December 31, 2021; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bryce Molesworth be and is hereby reappointed to the Mosier Watershed Council; said term to expire on December 31, 2024.

DATED this 15th day of December, 2021.

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



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

IN THE MATTER OF THE REAPPOINTMENT OF COLLEEN COLEMAN TO MOSIER WATERSHED COUNCIL

ORDER #21-051

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

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

IT FURTHER APPEARING TO THE BOARD: That Colleen Coleman's appointment to the Mosier Watershed Council expires on December 31, 2021; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Colleen Coleman be and is hereby reappointed to the Mosier Watershed Council; said term to expire on December 31, 2024.

DATED this 15th day of December, 2021.

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



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

IN THE MATTER OF THE REAPPOINTMENT OF PHILIP EVANS TO MOSIER WATERSHED COUNCIL

ORDER #21-052

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

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

IT FURTHER APPEARING TO THE BOARD: That Philip Evans's appointment to the Mosier Watershed Council expires on December 31, 2021; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Philip Evans be and is hereby reappointed to the Mosier Watershed Council; said term to expire on December 31, 2024.

DATED this 15th day of December, 2021.

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



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

IN THE MATTER OF THE REAPPOINTMENT OF KAREN BAILEY TO MOSIER WATERSHED COUNCIL

ORDER #21-053

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

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

IT FURTHER APPEARING TO THE BOARD: That Karen Bailey's appointment to the Mosier Watershed Council expires on December 31, 2021; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Karen Bailey be and is hereby reappointed to the Mosier Watershed Council; said term to expire on December 31, 2024.

DATED this 15th day of December, 2021.

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



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

IN THE MATTER OF THE REAPPOINTMENT OF KEN BAILEY TO THE DALLES WATERSHED COUNCIL

ORDER #21-054

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

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

IT FURTHER APPEARING TO THE BOARD: That Ken Bailey's appointment to the The Dalles Watershed Council expires on December 31, 2021; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Ken Bailey be and is hereby reappointed to the The Dalles Watershed Council; said term to expire on December 31, 2024.

DATED this 15th day of December, 2021.

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



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

IN THE MATTER OF THE REAPPOINTMENT OF MICHAEL WACKER TO THE WASCO COUNTY/THE DALLES
MUSEUM COMMISSION

ORDER #21-055

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 Michael Wacker's appointment to the Wasco County/The Dalles Museum Commission expires on December 31, 2021; and

IT FURTHER APPEARING TO THE BOARD: That Michael Wacker is willing and is qualified to be reappointed to the Wasco County/The Dalles Museum Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Michael Wacker be and is hereby reappointed to the Wasco County/The Dalles Museum Commission; said term to expire on December 31, 2024.

DATED this 15th day of December, 2021.

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



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

IN THE MATTER OF THE REAPPOINTMENT OF LYNNE MACINTYRE TO THE WASCO COUNTY PLANNING COMMISSION, POSITION #4

ORDER #21-056

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: Lynne MacIntyre's appointment to the Wasco County Planning Commission will expire December 31, 2021; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Lynne MacIntyre be and is hereby reappointed to the Wasco County Planning Commission Position #4; said term to expire on December 31, 2025.

DATED this 15TH day of December, 2021.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Scott C. Hege, Commission Chair

Kathleen B. Schwartz, Vice Chair

Steven D. Kramer, County Commissioner



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

IN THE MATTER OF THE REAPPOINTMENT OF CHRIS SCHANNO TO THE WASCO COUNTY PLANNING COMMISSION,
POSITION #4

ORDER #21-056

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: Chris Schanno's appointment to the Wasco County Planning Commission will expire December 31, 2021; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Chris Schanno be and is hereby reappointed to the Wasco County Planning Commission Position #4; said term to expire on December 31, 2025.

DATED this 15TH day of December, 2021.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Scott C. Hege, Commission Chair

Kathleen B. Schwartz, Vice Chair

Steven D. Kramer, County Commissioner



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

IN THE MATTER OF THE REAPPOINTMENT OF JEROD WARNOCK TO BAKEOVEN/BUCK HOLLOW
WATERSHED COUNCIL

ORDER #21-058

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

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

IT FURTHER APPEARING TO THE BOARD: That Jerod Warnock's appointment to the Bakeoven/Buck Hollow Watershed Council expires on December 31, 2021; and

IT FURTHER APPEARING TO THE BOARD: That Jerod Warnock is willing and is qualified to be reappointed to the Bakeoven/Buck Hollow Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jerod Warnock be and is hereby reappointed to the Bakeoven/Buck Hollow Watershed Council; said term to expire on December 31, 2024.

DATED this 15th day of December, 2021.

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



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

IN THE MATTER OF THE REAPPOINTMENT OF JEFF JUSTESEN TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

ORDER #21-059

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

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

IT APPEARING TO THE BOARD: That Jeff Justesen's term on the Wasco County Local Public Safety Coordinating Council will expire on December 31, 2021; and

IT FURTHER APPEARING TO THE BOARD: That Jeff Justesen is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jeff Justesen be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council; said term to expire on December 31, 2022.

DATED this 15TH day of December, 2021.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Scott C. Hege, Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



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

IN THE MATTER OF THE REAPPOINTMENT OF DAN LINDHORST TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

ORDER #21-061

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

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

IT APPEARING TO THE BOARD: That Dan Lindhorst's term on the Wasco County Local Public Safety Coordinating Council will expire on December 31, 2021; and

IT FURTHER APPEARING TO THE BOARD: That Dan Lindhorst is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Dan Lindhorst be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council; said term to expire on December 31, 2022.

DATED this 15TH day of December, 2021.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Scott C. Hege, Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



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

IN THE MATTER OF THE REAPPOINTMENT OF ROBERT LARSELL TO WHITE RIVER WATERSHED COUNCIL

ORDER #21-064

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

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

IT FURTHER APPEARING TO THE BOARD: That Robert Larsell's appointment to the White River Watershed Council expires on December 31, 2021; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Robert Larsell be and is hereby reappointed to the White River Watershed Council; said term to expire on December 31, 2024.

DATED this 15th day of December, 2021.

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



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

IN THE MATTER OF THE REAPPOINTMENT OF PAT DAVIS TO WHITE RIVER WATERSHED COUNCIL

ORDER #21-060

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

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

IT FURTHER APPEARING TO THE BOARD: That Pat Davis's appointment to the White River Watershed Council expires on December 31, 2021; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Pat Davis be and is hereby reappointed to the White River Watershed Council; said term to expire on December 31, 2024.

DATED this 15th day of December, 2021.

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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF JOHN MABREY TO THE WASCO COUNTY HOSPITAL FACILITY
AUTHORITY BOARD OF DIRECTORS

ORDER #21-065

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

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

IT FURTHER APPEARING TO THE BOARD: That John Mabrey's appointment to the Hospital Facility Board of Directors expires December 31, 2021; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That John Mabrey be and is hereby reappointed to the Wasco County Hospital Facility Authority Board of Directors in accordance with ORS 441.540; said term to expire December 31, 2024.

DATED this 15th day of December, 2021.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Scott C. Hege, Commission Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF DAVID GRIFFITH TO THE WASCO COUNTY HOSPITAL FACILITY
AUTHORITY BOARD OF DIRECTORS

ORDER #21-066

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

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

IT FURTHER APPEARING TO THE BOARD: That David Griffith's appointment to the Hospital Facility Board of Directors expires December 31, 2021; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That David Griffith be and is hereby reappointed to the Wasco County Hospital Facility Authority Board of Directors in accordance with ORS 441.540; said term to expire December 31, 2024.

DATED this 15th day of December, 2021.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Scott C. Hege, Commission Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF WILLIAM MARICK TO THE WASCO COUNTY HOSPITAL FACILITY
AUTHORITY BOARD OF DIRECTORS

ORDER #21-067

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

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

IT FURTHER APPEARING TO THE BOARD: That William Marick's appointment to the Hospital Facility Board of Directors expires December 31, 2021; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That William Marick be and is hereby reappointed to the Wasco County Hospital Facility Authority Board of Directors in accordance with ORS 441.540; said term to expire December 31, 2024.

DATED this 15th day of December, 2021.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Scott C. Hege, Commission Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF PAT DAVIS TO THE WASCO COUNTY FOREST
COLLABORATIVE GROUP STEERING COMMITTEE

ORDER #21-068

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

IT APPEARING TO THE BOARD: That in August of 2015, the Wasco County Forest Collaborative Group was formed by Charter to provide the US Forest Service with proposals for management of the National Forest lands and to support the utilization of forest resources and related opportunities to strengthen local communities; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County has agreed to be the appointing body for the Wasco County Forest Collaborative Group; and

IT APPEARING TO THE BOARD: That Pat Davis' appointment to the Wasco County Forest Collaborative Group Steering Committee expires on December 31, 2021; and

IT FURTHER APPEARING TO THE BOARD: That Pat Davis is willing and is qualified to be reappointed to the Wasco County Forest Collaborative Group Steering Committee

NOW, THEREFORE, IT IS HEREBY ORDERED: That Pat Davis be and is hereby reappointed to the Wasco County Forest Collaborative Group Steering Committee as the Watershed Water Resources representative; said term to expire on December 31, 2024.

DATED this 15th day of December, 2021.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Scott C. Hege, Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE REAPPOINTMENT OF KATHERINE LONG TO THE WASCO COUNTY FOREST COLLABORATIVE GROUP STEERING COMMITTEE

ORDER #21-069

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

IT APPEARING TO THE BOARD: That in August of 2015, the Wasco County Forest Collaborative Group was formed by Charter to provide the US Forest Service with proposals for management of the National Forest lands and to support the utilization of forest resources and related opportunities to strengthen local communities; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County has agreed to be the appointing body for the Wasco County Forest Collaborative Group; and

IT APPEARING TO THE BOARD: That Katherine Long's appointment to the Wasco County Forest Collaborative Group Steering Committee expires on December 31, 2021; and

IT FURTHER APPEARING TO THE BOARD: That Katherine Long is willing and is qualified to be reappointed to the Wasco County Forest Collaborative Group Steering Committee

NOW, THEREFORE, IT IS HEREBY ORDERED: That Katherine Long be and is hereby reappointed to the Wasco County Forest Collaborative Group Steering Committee representing Recreation and Tourism; said term to expire on December 31, 2024.

DATED this 15th day of December, 2021.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Scott C. Hege, Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE REAPPOINTMENT OF A BARK REPRESENTATIVE TO THE WASCO COUNTY FOREST COLLABORATIVE GROUP STEERING COMMITTEE

ORDER #21-070

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

IT APPEARING TO THE BOARD: That in August of 2015, the Wasco County Forest Collaborative Group was formed by Charter to provide the US Forest Service with proposals for management of the National Forest lands and to support the utilization of forest resources and related opportunities to strengthen local communities; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County has agreed to be the appointing body for the Wasco County Forest Collaborative Group; and

IT APPEARING TO THE BOARD: That the BARK Representative's appointment to the Wasco County Forest Collaborative Group Steering Committee expires on December 31, 2021; and

IT FURTHER APPEARING TO THE BOARD: That a BARK Representative is willing and is qualified to be reappointed to the Wasco County Forest Collaborative Group Steering Committee

NOW, THEREFORE, IT IS HEREBY ORDERED: That A BARK Representative be and is hereby reappointed to provide a representative to serve on the Wasco County Forest Collaborative Group Steering Committee as the Environmental representative; said term to expire on December 31, 2024.

DATED this 15th day of December, 2021.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Scott C. Hege, Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF RICH THURMAN TO THE WASCO COUNTY FOREST
COLLABORATIVE GROUP STEERING COMMITTEE

ORDER #21-078

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

IT APPEARING TO THE BOARD: That in August of 2015, the Wasco County Forest Collaborative Group was formed by Charter to provide the US Forest Service with proposals for management of the National Forest lands and to support the utilization of forest resources and related opportunities to strengthen local communities; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County has agreed to be the appointing body for the Wasco County Forest Collaborative Group; and

IT APPEARING TO THE BOARD: That Rich Thurman's appointment to the Wasco County Forest Collaborative Group Steering Committee expires on December 31, 2021; and

IT FURTHER APPEARING TO THE BOARD: That Rich Thurman is willing and is qualified to be reappointed to the Wasco County Forest Collaborative Group Steering Committee

NOW, THEREFORE, IT IS HEREBY ORDERED: That Rich Thurman be and is hereby reappointed to the Wasco County Forest Collaborative Group Steering Committee in the At-Large position; said term to expire on December 31, 2024.

DATED this 15th day of December, 2021.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Scott C. Hege, Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



AGENDA ITEM

District Meetings

[4H & EXTENSION SERVICE DISTRICT](#)

[LIBRARY SERVICE DISTRICT](#)



AGENDA ITEM

WCLEA Agreement

[WCLEA AGREEMENT](#)

[MOTION LANGUAGE](#)

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
WASCO COUNTY, OREGON
AND
WASCO COUNTY LAW ENFORCEMENT
ASSOCIATION**

EFFECTIVE THROUGH JUNE 30, 2024

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PREAMBLE

This contract, hereinafter referred to as the Agreement, is entered into by Wasco County, Oregon, and the Wasco County Sheriff, hereinafter jointly referred to as the "County," and the Wasco County Law Enforcement Association, hereinafter referred to as the "Association." The County and the Association acknowledge that there is a statutory division of authority and responsibility between the County Board of Commissioners and the Sheriff with respect to administration of the Sheriff's Office affected by this Agreement and that Oregon Revised Statutes shall control in the event of conflict with any provision of this contract.

ARTICLE 1 - SCOPE OF AGREEMENT AND RECOGNITION

1.1. Scope of the Bargaining Unit: The bargaining unit covered by this Agreement shall consist of all part-time and full-time dispatchers, and full-time-paid deputy sheriffs, Office Assistant and Civil Technician, and civil deputies. The chief deputy, lieutenants, sergeants, supervisors, office manager, and confidential employees are excluded from the bargaining unit.

In the event a new job classification is created within the Sheriff's Office, the County and the Association will discuss whether or not the new classification will be included in the bargaining unit.

1.2. Recognition: The County recognizes the Association as the sole and exclusive bargaining representative for all employees in the Sheriff's Office as described in Section 1.1 of this Agreement.

1.3 Time Computation: Unless otherwise expressly stated, "days" shall be defined as full business days, Monday through Friday, excluding holidays.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1. Management Rights: Except as otherwise specified in this Agreement, the rights of members of the bargaining unit are limited to those specifically set forth in this Agreement. The County retains all rights, responsibilities, prerogatives, and functions not specifically limited by the terms of this Agreement. Except as required by ORS 243.650, et seq., the County shall have no obligation to bargain with the Association with respect to any subjects or the exercise of its discretion and decision making on any subjects not covered by terms of this Agreement.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:

- A. To determine the services to be rendered to the citizens of the County.
- B. To determine and to follow the County's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions, and policies of the Sheriff's Office in which the employees in the bargaining unit are

employed, and operations, functions and policies in the remainder of the County as they may affect employees in the bargaining unit.

- D. To close or liquidate any office, branch, operation, facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
- E. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, and retain employees and to transfer them within the same pay range; the right to lay off subject to Article 7 of this Agreement; the right to abolish positions or reorganize the Sheriff's Office; the right to determine schedules of work subject to Article 5 of this Agreement; the right to purchase, dispose of and assign equipment or supplies.
- F. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- G. Except as required by ORS 243.650, et seq., to establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms and appearance.
- H. Except as required by ORS 243.650, et seq., to implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- I. To contract or subcontract work as may be determined by the County, provided that as to work which has been previously and regularly performed by employees in the bargaining unit, the County agrees to afford an opportunity for the Association to negotiate with the County as to the effect of such action on wages, hours and conditions of employment in the bargaining unit prior to finalizing or implementing any decision concerning such contracting or subcontracting.
- J. To assign shifts, workdays, hours of work and work locations subject to Article 5 of this Agreement.
- K. To designate and to assign all work duties.
- L. To introduce new duties within the unit.
- M. To determine the need for and the qualifications of new employees, transfers and promotions.
- N. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith or without just cause.
- O. To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the County.
- P. To schedule meetings of employees and require attendance at such

meetings, subject to the provisions of Article 11 of this Agreement.

2.2. Future Rules: The parties jointly recognize that the elected officials of the County are directly responsible to the citizens of the County and to the public for the performance of the functions and services performed by the County; it is jointly recognized that the County must and does retain broad authority to fulfill and implement its responsibilities and may do so by adoption of written work rules. It is agreed that no existing work rule or new work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided that the requirements of Oregon Law will always be paramount. All work rules which have been or shall hereafter be reduced to writing shall be posted within the Sheriff's Office for a period of ten (10) days and shall be furnished to an Association officer at the time the rule is posted. In the event the Association considers a work rule to be inconsistent with a specific provision of this Agreement or to be a bargainable subject, or otherwise wishes to discuss the rule, the Association shall so notify the Sheriff in writing within the ten (10) day posting period. In such event, the rule shall be discussed or negotiated between the Sheriff and/or his designee and the Association. A copy of an updated Policy and Procedure Manual shall be accessible to each employee and furnished to the Association upon request.

2.3. Nothing in this Agreement, or in this Article, will be construed to prevent the County from initiating any program or change which is not contrary to an express provision of this Agreement. In the event the County desires to amend or modify or change any of its policies affecting existing conditions involving a mandatory subject of bargaining (including the decision and/or its impact) over which the Association has not otherwise waived its right to bargain, the County will provide the Association with written and oral notice of the proposed change. The Association shall have ten (10) days to object in writing and orally to the person proposing the change or their designee. The failure of the Association to object in writing to the proposed change within ten (10) days of the notice provided for above shall serve as a waiver of the Association's right to bargain. The Association's written objection shall specify the nature of the objection and identify whether the Association believes the proposed change involves a mandatory bargainable subject or a mandatory bargainable impact of a permissive subject.

If the County agrees that the proposed change or its impact is mandatory, the parties shall bargain in good faith over said changes for a period not to exceed twenty (20) days. If after the passage of twenty (20) days, the parties have not reached agreement, either party may declare an impasse and initiate interest arbitration pursuant to ORS 243.746, by requesting a list of thirteen (13) arbitrators from the Employment Relations Board. Within seven (7) days of receipt of the list from the ERB, the parties, by lot, will alternately strike names from the list until only one (1) arbitrator remains on the list, who shall serve as the arbitrator. The arbitrator shall make a binding decision on the parties as to whether the County's proposal or the Association's proposal shall be adopted pursuant to the interest arbitration criteria established by law.

2.4. Probationary Employees: The Association recognizes the right of the Sheriff to terminate the employment of a probationary employee for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work

schedules or job assignments, the assignment of on the job training, cross training in other classifications, and the requirement that such employees attend training programs, including on their off duty time.

2.5. Filling of Vacancies: Whenever a vacancy in the Sheriff's Office occurs, notice of such opening will be posted in the Sheriff's Office for a period of one (1) week to provide employees the opportunity to apply for the job. Where, in the Sheriff's judgment, based on prior performance and experience of the employees, applicable Civil Service exam results, and other relevant criteria, the relative qualifications, aptitude and ability to perform the work are equal between two (2) or more internal applicants for an opening, the employee with the greater departmental seniority shall be offered the position first (unless application of the Veteran's Preference requires otherwise). As between equally qualified internal and external applicants based on the criteria stated above, the existing employee shall be offered the position first (unless application of the Veteran's Preference requires otherwise). The Sheriff shall determine the step on the salary schedule at which the employee selected to fill the job opening will be placed, and shall advise the employee of that information at the time he/she offers the position to the employee. Upon request, a senior employee who is not selected shall be provided with a written explanation for non-selection.

2.6. Outside Employment: Employees wishing to engage in off duty employment must obtain written approval from the Sheriff. In order to be approved, the outside employment must:

- A. Be compatible with the employee's County duties.
- B. In no way detract from the efficiency of the employee in County duties.
- C. In no way be a discredit to County employment.
- D. Not take preference over extra duty required by County employment.
- E. Request must be in submitted in writing to the Sheriff every 12 months, with written approval provided to the employee by the Sheriff. (The Sheriff shall respond to the request within 30 days.)

2.7. Temporary Employees: A temporary employee shall not be employed for more than six (6) consecutive months.

ARTICLE 3 – ASSOCIATION RIGHTS

3.1. Dues Deduction:

- A. **Dues Deduction:** All employees covered by the terms and conditions of this Agreement shall have the voluntary choice of whether to become members of the Association. The County agrees to deduct dues as determined by the Association's Executive Board from the wages of each employee who is a member of the Association. The Association will provide notice to the County in writing on a mutually agreed upon form of the employees who have chosen to be members of the Association. If the County fails to deduct dues from the member's wages within thirty (30) days after having been provided notice by the Association in writing, the County shall be liable to

the Association for the dues that the County failed to deduct without recourse to the employee. The County agrees to deposit the total amount deducted from all members into an established account designated by the Association, on a monthly basis. The County will provide a listing of each bargaining unit member and the amount deducted, to the Association, on a semi-annual basis.

- B. Hold Harmless: The Association agrees to indemnify and hold the County harmless from and against any and all claims, suits, orders or judgments brought against the County as a result of the County's compliance with the provisions of this Section and to reimburse any fees, costs or expenses incurred by the County in connection with the same. This obligation does not apply to any claim arising out of the County's failure to comply with the provisions of this Section.

3.2. Labor Relations Training: Subject to the operating requirements of the Sheriff's Office, members of the Association Executive Board shall be allowed an unpaid leave of absence or shall be allowed to use accrued vacation or compensatory time for the purpose of attending labor relations training and conferences.

3.3. Bulletin Boards: The County agrees to authorize the use of bulletin board space in convenient places to be used by the Association in communicating with the bargaining unit members. The Association shall limit its posting of notices and bulletins to such bulletin boards. The contents of such notices and bulletins shall be limited to the posting of factual information as it relates to employees and the business of the Association.

3.4. Safety Committee: An employee representative selected by the Association shall be included as a member of the County Safety Committee. The Safety Committee shall meet at regular times, and shall be responsible for reviewing and recommending County health and safety policies and procedures, for workplace inspections to locate and identify safety and health hazards, for investigating safety-related incidents, and for such other activities as the County Safety Committee and the County may determine would promote health and safety in the workplace.

3.5. Collective Bargaining Agreement Renewal Sessions: The Association's negotiating team, to be composed of no more than three (3) on-duty employees, shall be permitted to attend negotiation meetings with the County relative to securing contract renewal without loss of pay, unless such absences hamper the normal operations of the Sheriff's Office. The dates, times, and places for these negotiation sessions will be established by mutual agreement between the parties.

3.6. Contract Administration:

The Executive Board members of the Association may investigate and process grievances and other labor related matters during working hours, within reasonable limits, and without loss of pay, provided it does not conflict with Sheriff's Office operations. In order to ensure that there is no conflict with

Sheriff's Office operations, an absence from duty for the purposes of investigating and processing grievances or other labor related matters must be approved in advance by the Chief Deputy.

Executive Board members may attend regular Executive Board meetings during working hours without loss of pay. Regular Executive Board meetings shall be scheduled for two hours on a quarterly basis. The Association may also from time to time schedule a second regular meeting in a quarter. The Association will provide notification to the County of the date and time of Executive Board meetings held during working hours.

The Association will exercise care to cooperate with the County to make sure there is no undue disruption to County operations caused by the operation of this section.

ARTICLE 4 . NO STRIKE CLAUSE

4.1. No Strike Clause: No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing or strike at any location in the County during the duration of this Agreement. If any such work stoppage, slowdown, picketing or strike shall take place, the Association will take all reasonable steps to immediately notify such employees so engaging in such activities to cease and desist. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established in the County by a labor organization when called upon to cross such picket line in the line of duty. Any employee engaging in any activity in violation of this Article shall be subject to disciplinary action, including discharge by the County.

ARTICLE 5 . HOURS OF WORK

5.1. Workweek: The "workweek" shall be defined as seven (7) consecutive calendar days commencing on Monday at 5 a.m. and ending the following Monday at 4:59 a.m. for employees working in the 911 center, and commencing Monday at 6 a.m. and ending the following Monday at 5:59 a.m. for all other employees.

5.2. Hours:

- A. The regular hours of work each workweek, to the extent consistent with operating requirements of the Sheriff's Office and the need for continuous service to the County throughout the week, shall be five (5) consecutive days of eight (8) consecutive hours of work per day, including meal and rest periods.
- B. At the option of the County, the regular hours of work each work week may be scheduled on the basis of four (4) consecutive days of ten (10) consecutive hours of work per day, including meal and rest periods.

- C. The other provisions of this Article notwithstanding, it is recognized that employees on Special Assignments must work such hours as the nature of the Special Assignment requires, and that, by mutual agreement between the County and the employee, the hours of work each day or each week may sometimes not be consecutive for an employee on a Special Assignment while carrying out the responsibilities of the Special Assignment. Special Assignments shall be those made by the Sheriff to individual Deputy Sheriffs to carry out or perform a specific function on a temporary or ongoing basis. The Special Assignments for which non-consecutive hours may be worked include Investigator, Search and Rescue Coordinator, Traffic Safety Team, Marine Deputy, Oregon Parks & Recreation District (ORPD) Deputy, School Resource Officer, Narcotics Task Force Officer, Training Officer, Resident Deputy, and Range Master.

5.3. Work Schedules: Subject to Sections 5.1 and 5.2 of this Article, all employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Work schedules showing the employees' shifts, workdays and hours shall be posted in the Sheriff's Office patrol room and 911 Center break room. Except for emergencies and other situations beyond the County's control, and for the duration of the emergency or other situation, changes in work schedules shall be posted at least seven (7) calendar days prior to the effective date of the change.

Mandated shift changes which occur without seven (7) calendar days' prior written notification shall be subject to premium pay at time and one-half the employee's regular rate of pay. The premium pay liability shall be limited to those hours of the first two (2) days of a shift change which fall outside the employee's previously scheduled work hours. However, if a shift change without the seven (7) calendar days prior notification is the result of a bona fide emergency or other situation beyond the County's control which could not reasonably have been anticipated, the schedule change shall, for purposes of overtime payment, be treated as though seven (7) calendar days prior notification had been given.

5.4. Shift Assignments:

A. Shift Change and Rotation for Patrol Deputies.

1. Shift Scheduling. The regular shift rotation shall occur every three (3) months based on a calendar year, beginning January 1st of each year. The County will require all employees to select shift schedules to work during the calendar year as follows:
 - a. The County shall post a master schedule of the anticipated available shifts for each quarter of the year no later than October 1st of each calendar year. Selections for vacant Specialty Assignments shall be made prior to October 1st of each calendar year.
 - b. Each Patrol Deputy, starting with the Deputy who has the most class seniority, shall in turn bid his or her four (4) quarters that he or she wishes to work among those indicated on the master schedule which have not been previously selected by a

more senior employee(s). Deputies shall adhere to the following restrictions on shift bidding:

- i. The Deputy shall not bid the same shift more than two (2) times in a calendar year unless all other shifts have been previously selected by more senior employees.
- ii. The Deputy shall bid at least one (1) day shift and one (1) night shift per calendar year unless all other shifts have been previously selected by more senior employees. [Day shift shall be defined as any shift that starts between 2:00 am and 1:59 pm. Night shift shall be defined as any shift that starts between 2:00 pm and 1:59 am.]
- iii. The Deputy shall bid at least two (2) shifts on weekends. Weekend shifts will be defined as any shift schedule that includes a Saturday, a Sunday, or both days.
- iv. Deputies working Specialty Assignments or Investigations shall not be subject to the above restrictions on shift bidding.

B. Shift Change and Rotation for Dispatchers.

1. Shift Scheduling. The regular shift rotation shall occur every three (3) months based on a calendar year, beginning January 1st of each year. The County will require all Dispatchers to select shift schedules to work during the calendar year as follows:
 - a. The County shall post a master schedule of the anticipated available shifts for each quarter of the year no later than October 1st of each calendar year.
 - b. Each Dispatcher, starting with the Dispatcher who has the most class seniority, shall in turn bid his or her four (4) quarterly shifts that he or she wishes to work among those indicated on the master schedule that have not been previously selected by more senior employees. Dispatchers shall adhere to the following restrictions on shift bidding:
 - i. The Dispatcher shall not bid the same shift more than two (2) times in a calendar year unless all other shifts have been previously selected by more senior employees:
 1. Exception: The Dispatchers shall not bid Shift CCCC more than once per year unless all other shifts have been previously selected by more senior employees.
 - ii. The Dispatcher shall bid at least one (1) day shift and

one (1) night shift per calendar year unless all other shifts have been previously selected by more senior employees.

Night shift shall be defined as any shift that starts between 2:00 pm and 1:59 am. Day shift shall be defined as any shift that starts between 2:00 am and 1:59 pm.

- iii. The Dispatcher shall bid at least two (2) shifts of weekends. Weekend shifts will be defined as any shift schedule that includes a Saturday, a Sunday, or both days.
- C. Each employee shall have up to one hundred and twenty (120) hours to bid their shifts and return the bid to their supervisor. The supervisor will then provide the bid to the next employee by seniority, and that employee's 120-hour period will commence. Failure to bid with 120 hours will result in the employee falling to the bottom of the seniority list.
- D. Shift Trades. Employees shall be allowed to trade shifts subject to supervisory approval in accordance with the Fair Labor Standards Act, so long as the County does not incur additional costs as a result of the shift trade. The employee who is scheduled to work shall be responsible for any work absence. Rotational shift trades (i.e., shift trades for an entire quarter or major portion of the quarter) will not be allowed except for exceptional circumstances as determined by the County.
- E. The master schedule will be posted no later than January 1st of each calendar year.
- F. Exceptions. With regard to the above procedures, it is recognized that the scheduling of shifts on the basis of employee preference will not be allowed to interfere with the County's ability to provide the best and most cost-effective service to the public. By way of example thereof, the following exceptions to the above shift scheduling procedure are made:
 - 1. Probationary employees shall not be subject to these shift selection procedures.
 - 2. Employees assigned to a particular activity that is traditionally associated with specific work schedules shall not be subject to the provisions of these shift selection procedures. Examples of such assignments include the following:
 - a. Investigations.
 - b. Narcotics.
 - c. Inter-Agency Task Force.

- d. Marine Deputy.
 - e. Resident Deputy
- 3. The County shall continue to have the right to change the scheduled work shift of employees in order to meet operational needs, comply with contractual requirements of third parties, and to respond to changes in staffing due to employee terminations, employee disabilities, budgetary exigencies and the like. Notice of any permanent change in the regular work schedule will be posted at least two (2) weeks in advance. The foregoing shall not apply when the change in schedule is for reasons beyond the control of the County.
- G. Rotating shifts shall not be applicable to or may be modified in the following situations:
 - 1. A resident assigned deputy.
 - 2. Criminal investigator training position, normally of six (6) months to one (1) year of duration.
 - 3. Special Assignments, except Search and Rescue Coordinator, Training Officer and Range Master.
 - 4. Authorized and available "light duty" work assignments for injured employees that place the employee on a temporary "fixed" shift.
 - 5. Prior authorized and approved "preference" vacation schedules that, due to unanticipated vacancies (terminations, etc.), necessitate temporary changes in the normal rotation.
 - 6. Training situations.
 - 7. Any unforeseen or emergency situation that would necessitate a change in the normal rotation for a reasonable period of time.
- H. Any individual who, due to training, is advanced beyond, and therefore, loses a part of his/her shift rotation, will be given an equal amount of "makeup" time on that shift when the training is completed through a temporary trade with the trainee. The trainee's regular rotation will not be designated until the "makeup" time is completed.
- I. By mutual agreement between the employee and his/her supervisor, the schedule of an employee assigned to a Special Assignment position of Investigator, Search and Rescue Coordinator, Traffic Safety Team, Marine Deputy, School Resource Officer, Narcotics Task Force Officer, Training Officer or Range Master, Oregon Parks & Recreation District, Resident Deputy, or of a Patrol Deputy may be "flexed" to allow the employee to work more than the number of hours in his/her regular shift without payment of overtime, provided that during the same workweek the employee is allowed an amount of time off without pay equal to the amount of daily time worked in excess of the number of hours in the

employee's regular shift. Flex time shall not result in overtime or compensatory time to the County unless the employee works more than forty (40) hours in the workweek involved, and the parties specifically waive application of ORS 279.340 whenever a flex time schedule or schedule adjustment occurs.

5.5. Shift Rotation: The parties agree that the workweek will remain the same for all employees (Monday, 5 am through the following Monday, 4:59 am for employees working in the 911 center, and Monday, 6 am through the following Monday, 5:59 am for all other employees), even in weeks in which an employee rotates to a new schedule in accordance with Sections 5.3 and 5.4 hereof. The parties agree that if a shift rotation results in an employee working more than forty (40) hours in a workweek, the employee will be paid overtime in accordance with Section 11.3 of this Agreement. The parties further agree that if a shift rotation results in an employee working less than forty (40) hours in a workweek, the employee may make up the additional hours needed to reach forty (40) in the workweek from accrued vacation or compensatory time off, or by working the additional hours if shifts are available. The parties agree that in a shift rotation, an employee will get at least two days off between the old shift and the new shift. If an employee does not get at least two days off in such circumstances, the employee will be paid time-and-a-half for any work performed on those two days.

5.6. Meal Periods: To the extent consistent with the operating requirements of the Sheriff's Office, continuous shift employees will normally be granted a meal break of thirty (30) minutes which shall be considered on-duty time during which they are subject to calls for service. Any employee required to work four (4) or more hours beyond his/her scheduled quitting time may upon request be provided with a meal either during or at the conclusion of his/her extended shift. Dispatch personnel who are not allowed to leave their work station during their meal break will have a meal provided to them. Employees who are not assigned to continuous shifts shall receive a nonpaid duty-free lunch period of one-half (1/2) to one (1) hour.

When an employee is on authorized travel outside the County, a meal allowance in an amount up to the current County-established rate shall be allowed.

5.7. Break Periods: Employees shall be relieved of their duties for 10 minutes during each half shift. If such break time is not prescheduled, an employee may take it at such time(s) as workloads allow. Employees may be subject to call during such periods, and will not receive extra compensation if they do not receive or are required to work during a break.

5.8: No provision of this Agreement shall be construed as establishing or inferring a guarantee of any hours of work per day or per week.

ARTICLE 6 . PROBATIONARY PERIOD

6.1. Probation Period: The probationary period is an integral part of the employee selection process and provides the County with the opportunity to upgrade and improve the quality of its services to the citizens of the County by observing a new employee's work, training new employees, and assisting new employees in adjusting to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Probationary employees are covered by this Agreement.

6.2. Length of Probation: Whenever a new employee is hired, promoted or transferred into a bargaining unit position, he/she shall serve a probationary period of twelve (12) full months of employment, unless the position requires certification by the Oregon DPSST and he/she does not possess the certification required of the position, in which event the probationary period shall be eighteen (18) full months of employment. Employees serving an eighteen (18) month probationary period shall be eligible for a step increase upon completion of twelve (12) months' service if their performance is satisfactory. Every new employee who successfully completes his/her initial probationary period shall become a regular employee.

6.3. Current Employees: In instances where a current employee assumes a different position in the bargaining unit, the employee will be subject to reclassification to his/her former position for unsatisfactory performance in the new position, or he/she may voluntarily return to his/her last job position, for a period of up to sixty (60) calendar days from the date the employee assumes the different position. After sixty (60) calendar days, the employee will only be entitled to return to the next available opening in the employee's previous classification for up to six (6) months.

ARTICLE 7 . SENIORITY

7.1. Definitions: Except as otherwise specifically provided herein, an employee's seniority shall be regarded as his/her "departmental seniority" and/or his/her "classification seniority." Departmental seniority shall be the employee's total length of unbroken employment with the Sheriff's Office, and classification seniority shall be the employee's total length of unbroken employment in his/her current classification. An employee's length of employment shall be his/her most recent period of continuous employment within the Sheriff's Office or the classification.

7.2. Continuous Employment: Continuous employment for the purpose of accumulating vacation leave credit shall be service unbroken by separation from employment with the County. Periods of excused absence of less than one (1) month shall be included as continuous employment. Unless the law otherwise requires, layoffs of one (1) month or more, or leaves of absence of one (1) month or more, including absences due to sick leave, will not be counted as part of continuous employment for accrual purposes, but employees returning from any such leave and from layoff status within one (1) year of the layoff shall be entitled to credit for service prior to the absence.

If an employee is on a bona fide time loss injury, and is able to return to work within one (1) year, the period of the injury shall be considered as

continuous employment for purposes of maintaining said employee's seniority. The employee shall also continue to receive all of the health, welfare and life insurance benefits that the County is permitted by law to provide that are specified in Article 16 of this Agreement for up to one (1) year.

7.3. Loss of Seniority: All seniority shall be lost for the following reasons:

- A. If the employee voluntarily quits or resigns;
- B. If the employee is discharged;
- C. If the employee retires;
- D. If the employee is laid off because of a reduction in force or lack of work for a period in excess of one (1) year;
- E. Unless a reason satisfactory to the Sheriff is given, failure to respond within five (5) days after receipt of a notice of recall from a layoff. Such notice shall be sent by certified mail, return receipt requested, and marked "deliver to addressee only," to the employee's last known address on file with the County;
- F. Failure to register in person or by mail with the County at least once every thirty (30) calendar days during periods of layoff, signifying his/her availability for recall and updated address and telephone number.

7.4. Layoff and Recall: In the event of a layoff of employees in the Sheriff's Office, selection of employees retained will be in accordance with classification seniority within the affected job classification(s), so long as the senior employees possess qualifications, aptitude and ability to perform the work equal to those of the employees laid off. Except in unusual circumstances, employees shall normally be given at least two (2) weeks' notice of layoff. Employees will be recalled from layoff in the reverse order of the layoff.

7.5 Seniority List: Upon request, the Sheriff shall provide the Association with a copy of the seniority list.

7.6 Specialty Assignments: A specialty assignment is one in which the primary duties pertain to the assignment and are different from regular patrol duties. Vacant specialty assignments for traffic safety team, marine deputy, school resource officer, Oregon Parks & Recreation District, and other specialty assignments not specifically excepted herein shall be posted by the Sheriff for at least fourteen (14) days in order to allow interested employees to apply for the assignment. (Specialty assignments for Investigations and MINT do not follow this process.) Appointments to specialty assignments shall be made on the basis of qualifications, competence, and Sheriff's Office needs as determined by the Sheriff. Ties will be broken by seniority. Disagreements over assignments and removals from assignments under this section may be grieved through Step 2 of the grievance procedure. The length of specialty assignments is at the sole discretion of the Sheriff or his/her designee.

7.7 Collateral Assignments: A collateral assignment is one in

which the primary function entails regular patrol duties with additional duties assigned (e.g., Search & Rescue Coordinator, Firearms Instructor, Reserve Coordinator, Posse Coordinator, Training Officer, etc.). Collateral assignments follow the same process for selection as Specialty Assignments as set forth in Section 7.6. The length of specialty assignments is at the sole discretion of the Sheriff or his/her designee.

ARTICLE 8 . DISCIPLINE AND DISCHARGE

8.1. Discipline: Disciplinary action shall be limited to the following:

- A. Written reprimand.
- B. Suspension without pay.
- C. Reduction in pay.
- D. Demotion.
- E. Discharge.

Disciplinary action shall only be taken for just cause, which shall include application of progressive discipline when consistent with the nature of the offense and other relevant circumstances. If an employee is to be disciplined, he/she shall receive written notice specifying the reason or reasons for the disciplinary action, the policies, procedures, rules, regulations and/or laws determined to have been violated and the facts which lead to the disciplinary conclusion. If the Sheriff or another supervisor has reason to discipline an employee, he/she shall not impose such discipline in a manner that will unduly embarrass or humiliate the employee before other employees or the public.

The appeal of any disciplinary action shall be made through the grievance procedure set forth in Article 10. The Association may process a grievance concerning economic discipline commencing at Step 2 of the grievance procedure. Employees shall not be permitted to pursue any disciplinary action grievance arising under this Agreement to the County Civil Service Commission.

8.2. Discharge: Any employee may be discharged during his/her probationary period without recourse to the provisions of this Article or the grievance procedure (Article 10) of this Agreement.

ARTICLE 9 . EMPLOYEE RIGHTS

9.1. Employee Bill of Rights:

In order to ensure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each employee of the Sheriff's Office, the following rules are hereby established:

- A. When any bargaining unit member is under investigation and subjected to interview by competent authority designated by the Sheriff which could reasonably lead to an economic sanction, the interview shall be conducted

under the following conditions:

1. The interview shall be conducted at a reasonable hour, preferably at a time when the member is on-duty, or during the normal working hours for the member, unless the seriousness of the investigation requires otherwise. If such interview does occur during off-duty time of the member being interviewed, the member shall be compensated for such off-duty time in accordance with regular Sheriff's Office procedures and the provisions of this Agreement.
2. The interview shall take place at a location designated by the investigating officer, preferably at the Wasco County Sheriff's Office.
3. The member under investigation shall be informed, in writing, prior to such interview that he/she has a right to have Association representation during the interview, and of the rank, name and command of the officer in charge of the interview, the interviewing officers, and all other persons to be present during the interview. All questions directed to the member being interviewed shall be asked by and through no more than two (2) investigators at one time.
4. Unless release of information would otherwise compromise the investigation, the member under investigation shall be informed in writing of the nature of the investigation, the specific facts which form the basis of the allegation(s) against the member, the specific rules, regulations, policies, procedures and/or laws the member is alleged to have violated, the name and address of the persons making the complaint unless the complainant requests the information not be disclosed, and statement and/or reports which state the facts upon which the allegation(s) are based, prior to any interview. If the Sheriff receives an anonymous complaint against a member, he/she may determine if there are other known persons or evidence to substantiate it. If there are, then the Sheriff may pursue the complaint. If not, no record of the anonymous complaint may be retained. The member may be informed of the receipt of the anonymous complaint, but the member shall not be interviewed unless other known persons or evidence substantiate the complaint.
5. The interview session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The member being interviewed shall be allowed to attend to his/her own personal physical necessities.
6. The member being interviewed shall not be subjected to offensive language or threatened with disciplinary action, except that a member refusing to respond to questions or submit to interview shall be informed that failure to answer questions directly related to the investigation or interview may result in disciplinary action. No promise of reward shall be made as an inducement to answering any question. The member's home address, telephone number, or photograph shall not be given to the press or news media without his/her express consent, unless otherwise required by law.

7. The complete interview of the member may be recorded. If a tape recording is made of the interview, the member shall be provided a complete copy of the tape if further proceedings are contemplated or prior to any further interview at a subsequent time. Upon request, the member shall be provided a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the Sheriff to be confidential. No notes or reports which are deemed by the Sheriff to be confidential may be entered in the member's personnel file. The member being interviewed shall have the right to bring a recording device and record any and all aspects of the interview.
 8. If prior to or during the interview of the member it is deemed that he/she may be charged with a criminal offense, he/she shall be immediately informed of his/her constitutional rights.
 9. Upon the filing of a formal written statement of charges, or whenever an interview focuses on matters which are likely to result in disciplinary action against the member, that member, at his/her request, shall have the right to be represented by an Association representative of his/her choice who may be present at all times during such interview. The Association representative shall not be subject to the same investigation. This section does not apply to any communications with a member in the normal course of duty, including administrative inquiries (matters which experience and common sense indicate are subject to resolution at the supervisory/command level and which are unlikely to lead to discipline of an economic nature), counseling, instruction, or informal admonishment, or other routine or unplanned contact with a supervisor or any other member, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.
- B. No member shall be subjected to disciplinary action, or denied promotion, or be threatened with any such treatment, because of the lawful exercise of rights granted herein, or the exercise of any rights under any existing administrative grievance procedure. Nothing in this section shall preclude the Sheriff from ordering a member to cooperate with other agencies involved in criminal investigations. If any member fails to comply with such order, the Sheriff may officially charge such member with insubordination, consistent with the member's constitutional rights.
 - C. No member shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against a member refusing to submit to a polygraph examination, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the member refused to take a polygraph examination, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the member refused to take a polygraph examination.
 - D. Nothing contained herein shall preclude or prohibit any member from

pursuing civil litigation for false or malicious complaints.

9.2. Personnel Files:

- A. A copy of any material reflecting critically upon an employee shall be furnished to the employee when it is placed in the personnel file.
- B. An employee, or his/her Association representative, with written authorization of the employee, may inspect the contents of his/her personnel file upon either the employee's or the Association representative's written request to do so to the Sheriff. If the employee believes that material which is in or is to be placed in his/her personnel file is incorrect or derogatory, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the particular materials, and this shall be included as a permanent part of the file, provided such written explanation or opinion is presented to the Sheriff within thirty (30) calendar days of the date the material in question is presented to the employee for signature. C. All written records of disciplinary action taken against an employee will be placed in the employee's personnel file within fourteen calendar (14) days of the issuance of the discipline. Any other material placed in an employee's personnel file will be entered within thirty (30) calendar days of the occurrence giving rise to the entry, or thirty (30) calendar days after the occurrence comes to the attention of the Sheriff or the employee's supervisor, whichever is later.

9.3. Non-Discrimination: The County and the Association agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any employee because of such employee's race, religion, color, national origin, age, union status, marital status, gender or other status protected under local, state or federal law. The parties agree that the labor agreement will not serve to restrict the County's obligation to comply with federal and state law concerning its duty to reasonably accommodate individuals with disabilities.

Any claim of a violation of this Section shall be pursued through Step 3 of the grievance procedure contained herein, but shall not be pursued to Step 4, Arbitration, or otherwise used as the basis for a claim of a violation of this Agreement.

ARTICLE 10 . GRIEVANCE AND ARBITRATION PROCEDURE

10.1 Definition of Grievance: For the purpose of this Agreement, a grievance is defined as any one of the following:

- A. A claim by an employee covered by this Agreement concerning the meaning or interpretation of a specific provision or clause of this agreement as it affects such employee;
- B. A claim by the Association concerning the application of a specific provision or clause of this Agreement as it affects a specific member or members of the Association.

In the event of a grievance concerning a disciplinary issue, an

individual employee who does not wish the Association to pursue a grievance (under Section 10.1(b) hereof) shall notify the Association in writing at any time prior to the Association decision to arbitrate the issue. A non-member of the Association shall have the right to pursue a disciplinary grievance on their own behalf and the Association will not be a party to the grievance. A grievance which is resolved by an individual's exercise of his/her right to elect not to pursue a disciplinary grievance shall not constitute a precedent against the Association with regard to the substance of the disciplinary grievance in question.

10.2. Grievance Procedure: To promote better employer-employee relationships, both parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of the application of this Agreement, and the following procedure shall be the sole procedure to be utilized for that purpose.

Step 1: The aggrieved employee, or an Association Representative, shall take up the grievance with the employee's supervisor within ten (10) days of its occurrence or ten (10) days of the date on which the employee first had, or with the exercise of due diligence reasonably could have had, knowledge of the occurrence, whichever is later. In the event the alleged grievance is one in which two (2) or more employees would be aggrieved, the grievance may be taken up with the supervisor(s) of the aggrieved employees by the Association representative, provided the Association identifies the grieving employees. The employee's supervisor shall respond to the grieving party.

Step 2: If the matter is not settled within ten (10) days of its reference to the supervisor, the grievance shall be reduced to writing, including, but not limited to, a statement of the grievance and relevant facts, the provision(s) of the Agreement allegedly violated, and the relief sought, and the grievance shall be presented to the Sheriff by the Association representative or a non-member of the Association pursuing a disciplinary grievance within twenty (20) days of the date it was taken up with the supervisor at Step 1. The Sheriff or his/her designee shall meet with the Association representative or the non-member of the Association within ten (10) days, or as otherwise mutually agreed, to attempt to settle the grievance. After the meeting, the Sheriff shall provide a written response within ten (10) days to the grieving party.

Step 3: Should the Association representative or non-member of the Association and the Sheriff fail to reach a settlement within ten (10) days of submission of the grievance to the Sheriff, the Association or non-member of the Association pursuing a disciplinary grievance shall have the right to submit the grievance in writing to the County Board of Commissioners, provided that such submission shall be within ten (10) days from the date of the written response from the Sheriff at Step 2. After submission of the grievance to the County Board of Commissioners, the County Board of Commissioners shall provide a written response within ten (10) days to the Association representative. In the event the Board of Commissioners holds a hearing or otherwise considers a matter involving a disciplinary grievance at a public meeting, the Board of Commissioners shall review the facts of the grievance in executive session unless waived by the grievant.

Step 4: Should the County Board of Commissioners and the Association fail to settle the grievance within ten (10) days from the date the grievance is submitted to the County Board of Commissioners and if the Association or non-member of the Association pursuing a disciplinary grievance wishes to pursue the matter further, the Association or non-member shall, within ten (10) days from the expiration of the ten (10) day period for settlement with the County Board of Commissioners, simultaneously (1) provide written notice to the County Board of Commissioners of the Association's referral of the grievance to arbitration and (2) send a written request to the Employment Relations Board's State Conciliation Service to provide a list of the names of thirteen (13) arbitrators. A copy of the request for an arbitration panel shall be enclosed with the notice to the County Board of Commissioners which refers the dispute to arbitration. Upon receipt of the arbitrator list, the Association or the non-member of the Association and the County shall alternately strike names from it, with the first strike being determined by lot. When only one (1) name remains on the list, that name shall be the arbitrator.

10.3. Arbitrator's Decision: The arbitrator's decision shall be final and binding on the Association and the County but the arbitrator shall have no power to alter the terms of this Agreement. The arbitrator's decision shall be within the scope and terms of this Agreement and the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of the proceedings, including filing of briefs, if any.

10.4. Arbitrator's Expenses: Expenses for the arbitrator's services and proceedings shall be borne by the losing party as determined by the arbitrator. However, each party shall be responsible for any other expenses incurred by them.

10.5. Time Limits: The time periods specified in this Article may be extended or modified by written agreement. If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and non-arbitrable. If at any step of the grievance procedure the County fails to issue a response within the time limits set forth in this Article, the grievance will be advanced to the next step.

10.6. Grievance Meetings: Meetings between the Sheriff and/or the County Board of Commissioners or their designee(s) and representatives of the Association shall be arranged at mutually convenient times. The purpose of meetings with the Association will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Association may discuss with the County other issues which would improve relationships between the parties. Prior written notice of topics for discussion at such meetings shall be furnished by each party to the other. If the parties agree to meet for the purpose of processing a grievance during the regularly scheduled work hours of some or all of the employees involved in processing such grievance, those employees shall suffer no loss of pay for the time involved.

10.7. Determination of Merit: The provisions of this Article shall not be interpreted to require that the Association process any grievance through the grievance or arbitration procedure which it believes, in good faith, lacks sufficient merit.

ARTICLE 11 – COMPENSATION

11.1: Effective July 1, 2018, employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A, which is hereby incorporated into and made a part of this Agreement. The parties agree that the minimum time of service in each step shall be one year. Step increases for eligible employees will occur on the employee's anniversary date. Progression from one step to another is not automatic with minimum time but is subject to satisfactory performance.

Effective July 1, 2021, the wages of all employees covered by this agreement shall be increased by 5%. Employees in the classification of Dispatcher shall receive an additional wage increase of 1%.

Effective July 1, 2022, the wages of all employees covered by this agreement shall be increased by 4.5%. Employees in the classification of Dispatcher shall receive an additional wage increase of 1%.

Effective July 1, 2023, the wages of all employees covered by this agreement shall be increased by 4%. Employees in the classification of Dispatcher shall receive an additional wage increase of 0.5%.

When a new position not listed on the wage schedule in Appendix A is established, the County shall designate a job classification and pay rate in writing for the position.

11.2. Pay Periods: The salaries and wages of employees shall be paid semi-monthly.

11.3. Overtime: The Sheriff or designee, whenever in their judgment they deem it necessary because of emergency or for purposes of efficiency, economy, or otherwise, may require employees to work overtime on any day, at any hour, and for so long a period of time as they specify.

Except for instances when an employee works a "flex" schedule, an employee shall be compensated at the rate of time and one-half (1.1/2) for work under the following conditions, but in no event shall such compensation be received twice for the same hours:

A. In the case of a "5.8" work schedule:

1. All work in excess of eight (8) hours (excluding the uncompensated portion of meal periods) on any scheduled workday.
2. All work in excess of forty (40) hours in any workweek.

B. In the case of a "4.10" work schedule:

1. All work in excess of ten (10) hours (excluding the uncompensated portion of meal periods) on any scheduled workday.

2. All work in excess of forty (40) hours in any workweek.
- C. In any week in which an employee works a "flex" schedule, the employee shall receive overtime compensation only for work in excess of forty (40) hours in that workweek.
- D. Except in the case of a shift extension and when otherwise practicable, overtime work shall be distributed equally among those qualified employees in a given classification who are willing and available to safely and efficiently perform the work.

Employees who work overtime without proper authorization will be subject to discipline, up to and including termination.

11.4. Court Time: Whenever an employee is required to appear in Court outside his/her regularly scheduled shift, he/she shall be compensated for such time at the rate of time and one-half (1.1/2) for all time spent in such Court appearance, with a minimum of two (2) hours' compensation at the overtime rate. This minimum guarantee shall not be applicable to Court time which includes an extension directly prior to or immediately after the employee's regularly assigned shift.

11.5 Callback: Authorized callback overtime shall be compensated at the below minimums:

- A. On a Scheduled Workday: Three (3) hours (either overtime pay or compensatory time off at the rate of time and one-half, at the employee's choice, as provided in Section 11.6), provided, however, that this minimum shall not apply if the callback assignment begins thirty (30) minutes or less before the start or after the end of the employee's regular shift.
- B. On a Scheduled Day Off: Three (3) hours (either overtime pay or compensatory time off at the rate of time and one-half, at the employee's choice as provided in Section 11.6). Scheduled days off shall include scheduled leave days.

11.6. Form of Compensation: Compensation for authorized overtime work shall be paid in the form of compensatory time off or in the form of compensatory pay at the applicable rate. An employee shall be entitled to choose to have overtime compensated in the form of compensatory time off, to a maximum accrual of forty (40) hours. An employee may choose to have an additional forty (40) hours of overtime compensated in the form of compensatory time off, subject to supervisory approval. Compensatory time off shall be scheduled consistent with the FLSA at a time that is mutually agreeable to the Sheriff or designee and the employee. Compensatory time off may be combined with other forms of time off. Except for vacation requests made as part of the annual seniority-based vacation scheduling request process provided for in Section 13.2 of Article 13, the Sheriff's Office will respond in writing to the employee within five (5) days of a request for prescheduled time off.

11.7. Monthly Report: Each month each employee will be provided with a report as to his/her accumulations of compensatory time off, vacation time, holiday time, and sick leave.

11.8 Definition of "Hours Worked": The parties agree that only for purposes of calculation of overtime in accordance with Section 11.3, above, all hours for which an employee receives compensation shall count as "hours worked," excluding holiday pay under Section 12.3.

11.9 Certified Field Training Officer Compensation: An assigned Field Training Officer shall receive a two-and-one-half percent (2.5%) base pay hourly incentive during which the Field Training Officer has a probationary officer riding with him/her during his/her scheduled shift(s).

11.10 Bilingual Pay: An employee demonstrating oral proficiency in Spanish shall receive a five (5%) base pay hourly incentive. Proficiency will be established by a Human Resources approved testing process. Employees shall not be eligible for the language incentive pay until successful completion of the testing. Recertification for employees eligible to receive the language proficiency will occur every two (2) years. The Sheriff has the authority to limit the number of individuals in each classification who may be eligible for this premium.

11.11 Certificate and Education Pay: Effective July 1, 2021 Employees possessing certain certificates from DPSST shall be compensated as follows:

- A. An Intermediate Certificate from DPSST a two and one-half percent (2.5%) base pay hourly incentive.
- B. An Advanced Certificate from DPSST a two and one-half percent (2.5%) base pay hourly incentive.
- C. The incentive for Certificate pay shall be cumulative.

[Bargaining Note: The County opens Appendix A – Wage Scale, to be modified pending a tentative agreement between the parties on Article 11.]

ARTICLE 12 . HOLIDAYS

12.1 Recognized Holidays:

- A. The following shall be recognized as holidays for regular and probationary employees under this Agreement:

	New Year's Day	January 1 st
Birthday	Martin Luther King, Jr.'s	Third Monday in January
	Presidents' Day	Third Monday in February
	Memorial Day	Last Monday in May
	Juneteenth	June 19 th
	Independence Day	July 4 th

Labor Day	First Monday in September
Veterans Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th

12.2. Holiday Pay: An eligible employee shall receive eight (8) hours pay for each of the holidays listed above which falls on a regularly scheduled workday and on which he/she performs no work.

12.3. Weekend Holidays: Whenever a holiday falls on an employee's regularly scheduled day off, he/she shall be credited with eight (8) hours of holiday time off or shall be paid an extra eight (8) hours at his/her regular hourly rate, with such payment to be in addition to his/her normal wage.

12.4. Holiday Work: If an eligible employee works on any of the holidays listed above, he/she shall, in addition to his/her pay for that day, be credited with one and one-half (1-1/2) hours of holiday time off for each hour worked or shall be paid an extra one and one-half (1-1/2) hours of compensation at his/her regular hourly rate for each hour worked on the holiday, with such payment to be in addition to his/her normal wage.

12.5. Holiday Accrual: The choice of holiday time-off or pay is the sole option of the employee for each holiday worked or which falls on a regularly scheduled day off. All hours accrued as holiday time-off shall be kept in a separate holiday account and shall not be combined with any other form of time-off accrual allowed by the Agreement. Such holiday account shall not exceed forty (40) hours.

12.6. Holiday During Vacation: Should an employee be on paid vacation when a holiday occurs, such holiday shall not be charged against his/her vacation.

12.7: After an employee has served with the County for sixty (60) calendar days or longer, he/she will be entitled to cash payment for uncompensated accrued holiday time off if his/her employment is terminated. In case of death, compensation will be paid to the employee's beneficiary as designated on his/her County life insurance policy.

ARTICLE 13 . VACATIONS

13.1. Amount of Vacation and Eligibility Requirement: Regular employees who have at least one (1) year of continuous employment with the County shall be entitled to annual paid vacation in accordance with the following schedule:

<u>Length of Employment</u>	<u>Yearly Accrual</u>	<u>Monthly Accrual</u>
1 through 3 years	92 hours	7.67

Beginning at the start of the 4 th year	100 hours	8.33
Beginning at the start of the 5 th year	108 hours	9.00
Beginning at the start of the 6 th year	116 hours	9.67
Beginning at the start of the 7 th year	124 hours	10.33
Beginning at the start of the 8 th year	132 hours	11.00
Beginning at the start of the 9 th year	140 hours	11.67
Beginning at the start of the 10 th year	148 hours	12.33
Beginning at the start of the 11 th year	148 hours	12.33
Beginning at the start of the 12 th year	156 hours	13.00
Beginning at the start of the 13 th year	156 hours	13.00
Beginning at the start of the 14 th year	164 hours	13.67
Beginning at the start of the 15 th year	172 hours	14.33

13.2. Scheduling: Starting on November 1 of each year, employees shall be permitted to bid "preference" vacation by classification seniority. Employees shall be permitted to select up to their yearly accrual amount, as set forth in Section 13.1. A minimum of forty (40) hours of vacation time must be used per bid and all hours must be consecutive, except that employees may also bid up to three non-consecutive single days upon two weeks' notice provided that the employee may not bump a previously bid preference vacation. . Non-preference vacation may be scheduled on a first come-first serve basis any time after the master schedule has been posted. The County shall make the final determination of vacation times, based on operations and the availability of vacation relief. Employees may not use vacation time they have not accrued.

Each employee shall have up to seventy-two (72) hours to bid their vacation and return the bid to their supervisor. The supervisor will then provide the bid to the next employee by seniority, and that employee's 72-hour bid period will commence. Failure to bid within seventy-two (72) hours and return the bid to the supervisor will result in the employee falling to the bottom of the seniority bid list.

13.3. Maximum Accumulation: The maximum accumulation of accrued vacation is two hundred and forty (240) hours. Employees are expected to schedule vacation to avoid exceeding the maximum accumulation. If an employee is denied a vacation request within the thirty (30) days prior to exceeding the maximum accumulation, the employee's vacation time in excess of 240 hours may either be cashed out or the employee may be required to take vacation time off at a time selected by the County, at the Sheriff's discretion. In all other circumstances, vacation accumulation in excess of 240 hours will be lost.

13.4. Vacation Pay on Termination or Death: Upon termination or death of a regular employee who has completed at least one (1) year of continuous employment, compensation at the current rate for all accumulated vacation shall be paid to the employee or his/her heirs.

13.5. Leave Donation: An employee may donate vacation leave time to another employee who has exhausted all accrued paid leaves and is in documented need of additional sick leave due to illness or injury of the employee or a family member for a serious health condition as defined by the FMLA/OFLA. Leave donations shall be subject to the terms of the Wasco County Hardship Leave Policy dated June 2004.

ARTICLE 14 – FAMILY AND MEDICAL LEAVE

Leaves of absence to which an employee is entitled under state and federal law governing family and medical leave and pregnancy disability will be provided to employees in accordance with applicable law. Pursuant to the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA), employees may be eligible for family or medical leave for certain qualifying reasons. Eligibility is based upon length of employment and/or hours worked. When the reason for leave is eligible under more than one law, the leave is applied concurrently. FMLA and OFLA provide for unpaid time off. However, an employee's accrued paid leave will be applied at the same time. After the exhaustion of paid leave, the remaining leave period will be unpaid. The employee's health insurance coverage continues while on FMLA as if the employee had continued to work. In all other situations, the employee's health insurance coverage continues in compliance with the applicable federal or state law during a family and medical leave of absence.

ARTICLE 15 . SICK LEAVE

15.1. Accumulation: After an employee has completed three (3) full months of employment, he/she shall be credited with twenty-four (24) hours of sick leave time. Thereafter, the employee shall continue to accrue sick leave at the rate of eight (8) hours for each full calendar month of active employment, provided the employee performs work during the month. Sick leave is provided by the County to cover "sickness" and is not to be used as a supplement for vacation. Sick leave may be taken only for the purposes specified in Section 15.2 hereof.

15.2. Utilization of Sick Leave: Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of:

A. Illness.

- B. Injury.
- C. Pregnancy.
- D. Necessary medical or dental care.
- E. Quarantine – exposure to contagious disease which will endanger the health of the employee if he/she continues to work or the health of those who associate with him/her.
- F. Serious illness in the employee's immediate family, which shall be defined to include the employee's mother, father, spouse, same-sex domestic partner, sister, brother, children, stepchildren, stepparents, and grandparents, or any relative residing in the employee's immediate household. This does not provide extended household or child care. A maximum of five (5) days' absence shall be allowed for each such serious illness.
- G. As provided for and allowed pursuant to the Oregon and Federal Family Medical Leave and Oregon Sick Time laws.

15.3: An employee shall not be required to furnish a medical certificate to substantiate a request for sick leave of three (3) days or less, except in cases of suspected abuse. Unless otherwise required by law, an employee shall be required to furnish a medical certificate for absences of more than three (3) consecutive days, except that this requirement may be waived by the County in individual cases. If a health care provider was not consulted, a signed statement from the employee giving the reasons for the absence and the reasons for not having a health care provider's statement may be accepted as supporting evidence by the Sheriff or designee. Proven abuse or misuse of sick leave may subject an employee to discipline, up to and including discharge.

15.4: No employee shall be entitled to sick leave pay while absent from duty due to the following causes (unless otherwise required by law):

- A. Disability arising from any sickness or injury purposely inflicted.
- B. Sickness or disability sustained while on leave of absence without pay.
- C. Inability to properly perform required duties because of intoxication.
- D. Injury or illness for which the employee is eligible for industrial insurance benefits from an employer other than the County.

15.5: In the event an employee suffers from illness or injury and is unable to perform his/her duties, he/she shall notify his/her supervisor of his/her expected absence and the expected length thereof prior to the start of his/her regular work shift.

15.6. Integration with Workers' Compensation: When an injury occurs in the course of employment, the injured employee may utilize accrued sick leave to receive the difference between payments received under workers' compensation and his/her regular salary. In such instances, prorated charges

will be made against the employee's accrued sick leave.

15.7: Sick leave is provided by the County solely in the nature of insurance against loss of income due to "sickness," as defined above. Except as allowed by ORS 238, et seq., (PERS) and Section 15.8 below, no compensation for accrued sick leave shall be provided for any employee upon his/her death or termination of employment, for whatever reason. Sick leave shall not accrue during any period of layoff or leave of absence, except for a leave of absence required by the County for job-related educational or training purposes.

15.8: Upon the service or disability retirement of an employee, all of the retiring employee's accumulated sick leave shall be reported to the Public Employees Retirement System, and, pursuant to procedures of the PERS, taken into account in determining the employee's retirement benefits.

15.9: Sick Leave during FMLA or OFLA leave. An employee must use accrued sick leave when the employee is on FMLA and/or OFLA leave due to his/her own serious health condition.

ARTICLE 16 . OTHER LEAVES OF ABSENCE

16.1. Compassionate Leave: An employee will be granted a compassion leave, with pay, for work time lost in the event of a death in the employee's immediate family. Paid time off granted shall be up to a maximum of forty (40) hours. Compassionate leave shall be granted for each death in the employee's immediate family. Immediate family shall include the employee's mother, father, spouse, same-gender domestic partner, sister, brother, children, stepchildren, stepparents, grandparents, mother-in-law, father-in-law and grandchildren, or any relative residing in the employee's immediate household. Compassionate leave shall run in concurrence with OFLA.

16.2. Leave of Absence: After completion of his/her probationary period, a leave of absence without pay for a limited period not to exceed thirty (30) calendar days may be granted an employee for job-related educational or training purposes or for other reasons satisfactory to the County where, in the judgment of the Sheriff, the work of the Sheriff's Office would not be seriously handicapped by the temporary absence of the employee requesting such leave. Any such leave must be requested in writing and must be approved by the Sheriff and the Board of Commissioners. At the discretion of the County, upon further written request by the affected employee, such leave may be renewed or extended for any reasonable period.

16.3. Military Leave: Military leave shall be granted in accordance with State and Federal law.

ARTICLE 17 . INSURANCE AND RETIREMENT

17.1. Health and Welfare:

- A. The County will make available the health insurance plan in place as of the execution of this Agreement or reasonably comparable medical, vision and prescription insurance to bargaining unit employees and their eligible dependents through the remaining term of this Agreement.

- B. Effective on January 1 of each year of this agreement, the County will adjust its contribution in an amount equal to eighty-five percent (85%) of the total premium cost in effect on those dates.
- C. In the event that any of the insurance coverage provided shall have a net premium in an amount per covered employee greater than the applicable basic County contribution, then the individual employee shall be responsible for paying any such difference and the County is hereby authorized to advance such sums for the express purpose of premium payment and then to make automatic payroll deductions from the earnings of any and all covered employees for reimbursement to the County of any such amount advanced. Where the condition of the insurance contract calls for premium payment before the covered month has ended, should an employee not remain on the payroll for the entire calendar month, the employee is automatically liable to the County for any such amounts advanced and the County is hereby authorized to deduct such amounts from the earnings of the employee.
- D. Bargaining unit employees will be allowed to participate in a Section 125 Plan offered by the County to pay any insurance premium amounts for which they are responsible, as well as for other eligible medical and/or dependent care expenses.
- E. Effective January 1, 2020, the County will make the following vision plan available to employees.

17.2. Dental Insurance: The County agrees to make available through the term of this Agreement for all regular employees who are covered by this Agreement and who qualify under the terms of the program the dental insurance coverage currently in place for all County employees (or comparable coverage). The County will contribute up to 100% of the employee only rate per month towards the premium cost of such dental insurance.

17.3. Long-Term Disability Insurance: The County shall continue to provide a long-term disability insurance program for all employees who are covered by this Agreement and who qualify under the terms of such program.

17.4. Liability Insurance: The County agrees to adequately insure all employees in the bargaining unit against claims by third persons for personal injury or property damage resulting from the performance of an employee, including the use or operation of vehicles or equipment of the County, while engaged in the regular course of assigned duties.

17.5. Retirement:

- A. The County agrees to continue participation in the Public Employees Retirement System (PERS), and/or the Oregon Public Service Retirement Plan (OPSRP), whichever is applicable, subject to the terms and conditions thereof. The County agrees to pay the employee contribution in the amount of six (6) percent of the employee's gross salary.
- B. The "pick up" or contribution payment of employee member monthly contributions to the PERS/OPSRP system shall continue for the life of this

Agreement.

- C. The full amount of required employee contributions “picked up” or paid by the County on behalf of employees pursuant to this Agreement shall be considered as “salary” (within the meaning of ORS 238.005) for the purposes of computing an employee member’s “final average salary” within the meaning of ORS 238.005 but shall not be considered as “salary” for the purposes of determining the amount of employee contributions required to be contributed under the PERS/OPSRP plans. Such “picked up” or paid employee contributions shall be credited to employee accounts and shall be considered to be employee contributions for the purposes of ORS Chapter 238 and ORS Chapter 238A.

17.6. Life Insurance: The County shall pay the premium for present levels of life insurance coverage throughout the term of this Agreement.

ARTICLE 18 . TRAINING AND CERTIFICATION

18.1. Training: Ongoing schooling, training, and professional improvement are recognized as essential elements in maintaining and upgrading the duties and services of the Sheriff’s Office. Both the Sheriff and each individual employee are expected to work towards furtherance of this goal.

- A. All requests for approval of schooling or training classes shall be made in writing, and the Sheriff or designee shall respond in writing, either granting approval or denying the request, and setting forth the reasons for any denial. This response shall be returned to the employee within fourteen (14) calendar days of the receipt of the request by the employee’s supervisor.
- B. Each employee, without cost to the employee, will be provided the opportunity to meet the DPSST requirements of his/her position as a deputy or dispatcher.
- C. When an authorized school or training class is attended during regularly scheduled work hours, the employee will be compensated at his/her regular rate of pay.
- D. When the employee attends an authorized school or training course on his/her regularly scheduled day(s) off, such attendance will not be considered hours worked and will not be compensated unless any of the following are applicable: his/her attendance was required by the Sheriff or designee, or the training is directly related to the employee’s job (other than specialized or follow-up training required by law or ordinance for certification) and is approved by the employee’s supervisor. In the event the training is to be compensated, the employee will be compensated at the appropriate regular or overtime rate of pay. When an employee is attending school at the DPSST Academy, he/she shall be compensated as a regularly scheduled workday.

18.2. Tuition Reimbursement: For the purpose of encouraging employees to pursue appropriate formal education, the County shall reimburse employees for educational training courses taken with written approval of the

Sheriff, pursuant to the following qualifications:

- A. Only regular employees who have been so employed for at least one (1) year will be eligible for reimbursement.
- B. Requests for approval shall be submitted to the Sheriff no later than June 1st for any course of study that will begin during the following fiscal year (July 1 to June 30). All requests shall be in writing and include the following information: (1) the name of the institution providing the course; (2) the name of the course(s) for which the employee is seeking reimbursement; and (3) a brief written statement of the course(s) relevance to the employee's position.
- C. Reimbursement expenses shall be restricted to tuition, course fees and required textbooks, and no more than nine (9) hours of credit may qualify for payment under this plan in any given quarter.
- D. To obtain reimbursement, the course must be taken from a recognized and accredited school.
- E. Reimbursement shall be conditioned upon presentation of evidence to substantiate the expense and evidence of a "pass" or "C" grade or better.

18.3. Fitness Incentive: The County will provide a wellness program open to all employees, such as Healthy Benefits, so long as available through medical and hospital insurance. The Sheriff encourages active participation in wellness activities by all employees. If adequate space is available at the discretion of the County, employees may supply fitness equipment for working out on the employee's own time. Employees will assume full responsibility for maintaining any fitness equipment, and will hold the County harmless from any liability as a result of their use of the equipment for working out in the facility. Employees will be required to sign any releases that the County may require before using the equipment or working out in the facility. Full-time employees are eligible for a fitness incentive of \$100 if they pass the Oregon Physical Abilities Test (ORPAT). The ORPAT may be taken on a semi-annual basis and employees will receive a total annual fitness incentive of \$200 if they pass the test both times. Part-time employees are not eligible for the fitness incentive.

ARTICLE 19 . CLOTHING AND EQUIPMENT

19.1. Uniforms: The County will furnish all required uniforms, excepting footwear.

19.2. Side Arms: A side arm meeting the Sheriff's specifications shall be made available to each Deputy Sheriff for use as a duty weapon. Each Deputy shall be responsible for the care and maintenance of his/her side arm and shall return it in serviceable condition upon the termination of his/her employment.

19.3. Repair or Replace Personal Property:

- A. The County shall reimburse employees, up to a maximum of fifty dollars (\$50.00), for loss or damage to their wristwatch incurred while in the line of duty. The County shall reimburse employees, up to a maximum of one hundred seventy-five dollars (\$175.00), for loss or damage to their eyeglasses incurred while in the line of duty, provided such reimbursement is not available from Workers' Compensation or health insurance.
- B. With the Sheriff's approval, an employee may choose to use his/her own side arm or other item of required equipment (e.g., leather) instead of that provided by the Sheriff. If the item is approved by the Sheriff, the Sheriff shall repair or replace such items when they are lost or damaged in the line of duty, so long as the loss or damage was not the result of the employee's negligence. The Sheriff's obligation under this paragraph shall not exceed the cost of the corresponding departmental issue item.

19.4. Boot Allowance: The Sheriff agrees to reimburse employees for expenses incurred for the purchase of boots necessary and appropriate for assigned duties, not to exceed three hundred dollars (\$300) every three (3) years from the date of the employee's last purchase. Upon hire, all new employees will be entitled to reimbursement for the purchase of boots as described in this section.

19.5. Ballistic Vests: The Sheriff's Office shall provide all full-time regular Deputies with an unexpired and properly fitted ballistic vest and external carrier as soon as is practicable. The ballistic vest and external carrier shall be replaced if no longer in serviceable condition even if not expired. The Sheriff's Office shall replace ballistic vests on or prior to the expiration date. Deputies shall report serviceability and expiration date to their supervisor no less than six (6) months prior to the expiration date.

ARTICLE 20 - ALCOHOL AND DRUG TESTING

The parties recognize the importance of maintaining an employment workplace which is free of alcohol and drug abuse. The parties hereby incorporate the terms of the County's Zero Tolerance Drug Free Workplace Policy. Employees who violate the policy will be subject to disciplinary action up to and including termination.

ARTICLE 21 . CLOSING

21.1. Savings Clause: Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.

21.2. Funding: The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are therefore contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests pursuant to established budget procedures.

21.3. Entire Agreement: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationships with the County shall be governed by the Rules and Regulations of the Wasco County Civil Service Commission and by the Wasco County Personnel Ordinance. Except as otherwise provided by this agreement, the County and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

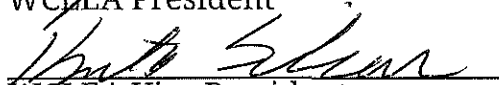
ARTICLE 22 . TERM AND TERMINATION

This Agreement shall be effective as of its execution, and shall remain in full force and effect through June 30, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) calendar days prior to the expiration or subsequent anniversary date that it wishes to modify this Agreement for any reason. In the event such notice is given, negotiations shall begin not later than thirty (30) calendar days after said notice. This Agreement shall remain in full force and effect during the period of negotiations.

WASCO COUNTY DEPUTY SHERIFFS
ASSOCIATION



WCLEA President



WCLEA Vice President

WASCO COUNTY

Kathy Schwartz, County Commissioner

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

WASCO COUNTY SHERIFF'S OFFICE

By: _____
Lane Magill, Sheriff

Date: 11/22/21_____

Date: _____

WCLEA-Efft. July 1, 2021	Monthly	1	Inter.	Advanced	Step 2	Inter.	Advanced
911 Dispatcher	I	\$ 3,633.32	\$ 3,724.15	\$ 3,814.99	\$ 3,724.16	\$ 3,817.26	\$ 3,910.37
Deputy Sheriff	M	\$ 4,630.06	\$ 4,745.81	\$ 4,861.56	\$ 4,745.80	\$ 4,864.45	\$ 4,983.09
Office Assistant	F	\$ 2,979.47			\$ 3,053.95		
Civil Technician	H	\$ 3,379.38			\$ 3,463.87		
	Hourly						
	I	\$ 20.96	\$ 21.49	\$ 22.01	\$ 21.49	\$ 22.02	\$ 22.56
	M	\$ 26.71	\$ 27.38	\$ 28.05	\$ 27.38	\$ 28.06	\$ 28.75
	F	\$ 17.19			\$ 17.62		
	H	\$ 19.50			\$ 19.98		

WCLEA-Efft. July 1, 2022	Monthly	1	Inter.	Advanced	Step 2	Inter.	Advanced
911 Dispatcher	I	\$ 3,833.15	\$ 3,928.98	\$ 4,024.81	\$ 3,928.99	\$ 4,027.21	\$ 4,125.44
Deputy Sheriff	M	\$ 4,838.41	\$ 4,959.37	\$ 5,080.33	\$ 4,959.36	\$ 5,083.34	\$ 5,207.33
Office Assistant	F	\$ 3,113.55			\$ 3,191.38		
Civil Technician	H	\$ 3,531.45			\$ 3,619.74		
	Hourly						
	I	\$ 22.11	\$ 22.67	\$ 23.22	\$ 22.67	\$ 23.23	\$ 23.80
	M	\$ 27.91	\$ 28.61	\$ 29.31	\$ 28.61	\$ 29.33	\$ 30.04
	F	\$ 17.96			\$ 18.41		
	H	\$ 20.37			\$ 20.88		

WCLEA-Efft. July 1, 2023	Monthly	1	Inter.	Advanced	Step 2	Inter.	Advanced
911 Dispatcher	I	\$ 4,005.64	\$ 4,105.78	\$ 4,205.92	\$ 4,105.79	\$ 4,208.43	\$ 4,311.08
Deputy Sheriff	M	\$ 5,031.95	\$ 5,157.75	\$ 5,283.55	\$ 5,157.73	\$ 5,286.67	\$ 5,415.62
Office Assistant	F	\$ 3,238.09			\$ 3,319.04		
Civil Technician	H	\$ 3,672.71			\$ 3,764.53		
	Hourly						
	I	\$ 23.11	\$ 23.69	\$ 24.26	\$ 23.69	\$ 24.28	\$ 24.87
	M	\$ 29.03	\$ 29.76	\$ 30.48	\$ 29.76	\$ 30.50	\$ 31.24
	F	\$ 18.68			\$ 19.15		
	H	\$ 21.19			\$ 21.72		

WCLEA 7.1.2021 through June 30, 2024 Wage Scale

Step 3	Inter.	Advanced	Step 4	Inter.	Advanced	Step 5	Inter.	Advanced
\$ 3,817.26	\$ 3,912.69	\$ 4,008.12	\$ 3,912.69	\$ 4,010.51	\$ 4,108.32	\$ 4,010.51	\$ 4,110.77	\$ 4,211.04
\$ 4,864.45	\$ 4,986.06	\$ 5,107.67	\$ 4,986.06	\$ 5,110.71	\$ 5,235.36	\$ 5,110.71	\$ 5,238.48	\$ 5,366.25
\$ 3,130.30			\$ 3,208.56			\$ 3,288.78		
\$ 3,550.47			\$ 3,639.23			\$ 3,730.21		

\$ 22.02	\$ 22.57	\$ 23.12	\$ 22.57	\$ 23.14	\$ 23.70	\$ 23.14	\$ 23.72	\$ 24.29
\$ 28.06	\$ 28.77	\$ 29.47	\$ 28.77	\$ 29.48	\$ 30.20	\$ 29.48	\$ 30.22	\$ 30.96
\$ 18.06			\$ 18.51			\$ 18.97		
\$ 20.48			\$ 21.00			\$ 21.52		

WCLEA 7.1.2021 through June 30, 2024 Wage Scale

Step 3	Inter.	Advanced	Step 4	Inter.	Advanced	Step 5	Inter.	Advanced
\$ 4,027.21	\$ 4,127.89	\$ 4,228.57	\$ 4,127.89	\$ 4,231.09	\$ 4,334.28	\$ 4,231.09	\$ 4,336.87	\$ 4,442.64
\$ 5,083.35	\$ 5,210.43	\$ 5,337.52	\$ 5,210.43	\$ 5,340.69	\$ 5,470.95	\$ 5,340.69	\$ 5,474.21	\$ 5,607.72
\$ 3,271.16			\$ 3,352.95			\$ 3,436.78		
\$ 3,710.24			\$ 3,803.00			\$ 3,898.07		

\$ 23.23	\$ 23.81	\$ 24.40	\$ 23.81	\$ 24.41	\$ 25.01	\$ 24.41	\$ 25.02	\$ 25.63
\$ 29.33	\$ 30.06	\$ 30.79	\$ 30.06	\$ 30.81	\$ 31.56	\$ 30.81	\$ 31.58	\$ 32.35
\$ 18.87			\$ 19.34			\$ 19.83		
\$ 21.41			\$ 21.94			\$ 22.49		

WCLEA 7.1.2021 through June 30, 2024 Wage Scale

Step 3	Inter.	Advanced	Step 4	Inter.	Advanced	Step 5	Inter.	Advanced
\$ 4,208.43	\$ 4,313.64	\$ 4,418.85	\$ 4,313.65	\$ 4,421.49	\$ 4,529.33	\$ 4,421.49	\$ 4,532.03	\$ 4,642.56
\$ 5,286.68	\$ 5,418.85	\$ 5,551.01	\$ 5,418.85	\$ 5,554.32	\$ 5,689.79	\$ 5,554.32	\$ 5,693.18	\$ 5,832.04
\$ 3,402.01			\$ 3,487.07			\$ 3,574.25		
\$ 3,858.65			\$ 3,955.12			\$ 4,053.99		

\$ 24.28	\$ 24.89	\$ 25.49	\$ 24.89	\$ 25.51	\$ 26.13	\$ 25.51	\$ 26.15	\$ 26.78
\$ 30.50	\$ 31.26	\$ 32.03	\$ 31.26	\$ 32.04	\$ 32.83	\$ 32.04	\$ 32.85	\$ 33.65
\$ 19.63			\$ 20.12			\$ 20.62		
\$ 22.26			\$ 22.82			\$ 23.39		

Step 6	Inter.	Advanced	Step 7	Inter.	Advanced	Step 8	Inter.	Advanced
\$ 4,110.77	\$ 4,213.54	\$ 4,316.31	\$ 4,213.54	\$ 4,318.88	\$ 4,424.22	\$ 4,318.88	\$ 4,426.85	\$ 4,534.82
\$ 5,238.48	\$ 5,369.44	\$ 5,500.40	\$ 5,369.44	\$ 5,503.68	\$ 5,637.91	\$ 5,503.67	\$ 5,641.26	\$ 5,778.85
\$ 3,370.99			\$ 3,455.28			\$ 3,541.65		
\$ 3,823.47			\$ 3,919.05			\$ 4,017.03		

\$ 23.72	\$ 24.31	\$ 24.90	\$ 24.31	\$ 24.92	\$ 25.52	\$ 24.92	\$ 25.54	\$ 26.16
\$ 30.22	\$ 30.98	\$ 31.73	\$ 30.98	\$ 31.75	\$ 32.53	\$ 31.75	\$ 32.55	\$ 33.34
\$ 19.45			\$ 19.93			\$ 20.43		
\$ 22.06			\$ 22.61			\$ 23.18		

Step 6	Inter.	Advanced	Step 7	Inter.	Advanced	Step 8	Inter.	Advanced
\$ 4,336.86	\$ 4,445.28	\$ 4,553.70	\$ 4,445.28	\$ 4,556.41	\$ 4,667.54	\$ 4,556.42	\$ 4,670.33	\$ 4,784.24
\$ 5,474.21	\$ 5,611.07	\$ 5,747.92	\$ 5,611.06	\$ 5,751.34	\$ 5,891.61	\$ 5,751.34	\$ 5,895.12	\$ 6,038.91
\$ 3,522.68			\$ 3,610.77			\$ 3,701.02		
\$ 3,995.53			\$ 4,095.41			\$ 4,197.80		

\$ 25.02	\$ 25.65	\$ 26.27	\$ 25.65	\$ 26.29	\$ 26.93	\$ 26.29	\$ 26.94	\$ 27.60
\$ 31.58	\$ 32.37	\$ 33.16	\$ 32.37	\$ 33.18	\$ 33.99	\$ 33.18	\$ 34.01	\$ 34.84
\$ 20.32			\$ 20.83			\$ 21.35		
\$ 23.05			\$ 23.63			\$ 24.22		

Step 6	Inter.	Advanced	Step 7	Inter.	Advanced	Step 8	Inter.	Advanced
\$ 4,532.02	\$ 4,645.32	\$ 4,758.62	\$ 4,645.32	\$ 4,761.45	\$ 4,877.59	\$ 4,761.46	\$ 4,880.50	\$ 4,999.53
\$ 5,693.18	\$ 5,835.51	\$ 5,977.84	\$ 5,835.50	\$ 5,981.39	\$ 6,127.28	\$ 5,981.39	\$ 6,130.92	\$ 6,280.46
\$ 3,663.59			\$ 3,755.20			\$ 3,849.06		
\$ 4,155.35			\$ 4,259.23			\$ 4,365.71		

\$ 26.15	\$ 26.80	\$ 27.45	\$ 26.80	\$ 27.47	\$ 28.14	\$ 27.47	\$ 28.16	\$ 28.84
\$ 32.85	\$ 33.67	\$ 34.49	\$ 33.67	\$ 34.51	\$ 35.35	\$ 34.51	\$ 35.37	\$ 36.23
\$ 21.14			\$ 21.66			\$ 22.21		
\$ 23.97			\$ 24.57			\$ 25.19		

Step 9	Inter.	Advanced	Step 10	Inter.	Advanced
\$ 4,426.86	\$ 4,537.53	\$ 4,648.20	\$ 4,537.52	\$ 4,650.96	\$ 4,764.40
\$ 5,641.27	\$ 5,782.30	\$ 5,923.33	\$ 5,782.29	\$ 5,926.85	\$ 6,071.40
\$ 3,630.19			\$ 3,720.95		
\$ 4,117.46			\$ 4,220.39		

\$ 25.54	\$ 26.18	\$ 26.82	\$ 26.18	\$ 26.83	\$ 27.49
\$ 32.55	\$ 33.36	\$ 34.17	\$ 33.36	\$ 34.19	\$ 35.03
\$ 20.94			\$ 21.47		
\$ 23.75			\$ 24.35		

Step 9	Inter.	Advanced	Step 10	Inter.	Advanced
\$ 4,670.34	\$ 4,787.10	\$ 4,903.86	\$ 4,787.08	\$ 4,906.76	\$ 5,026.43
\$ 5,895.13	\$ 6,042.51	\$ 6,189.89	\$ 6,042.49	\$ 6,193.55	\$ 6,344.61
\$ 3,793.55			\$ 3,888.39		
\$ 4,302.75			\$ 4,410.31		

\$ 26.94	\$ 27.62	\$ 28.29	\$ 27.62	\$ 28.31	\$ 29.00
\$ 34.01	\$ 34.86	\$ 35.71	\$ 34.86	\$ 35.73	\$ 36.60
\$ 21.89			\$ 22.43		
\$ 24.82			\$ 25.44		

Step 9	Inter.	Advanced	Step 10	Inter.	Advanced
\$ 4,880.51	\$ 5,002.52	\$ 5,124.54	\$ 5,002.50	\$ 5,127.56	\$ 5,252.63
\$ 6,130.94	\$ 6,284.21	\$ 6,437.49	\$ 6,284.19	\$ 6,441.29	\$ 6,598.40
\$ 3,945.29			\$ 4,043.93		
\$ 4,474.86			\$ 4,586.72		

\$ 28.16	\$ 28.86	\$ 29.56	\$ 28.86	\$ 29.58	\$ 30.30
\$ 35.37	\$ 36.26	\$ 37.14	\$ 36.25	\$ 37.16	\$ 38.07
\$ 22.76			\$ 23.33		
\$ 25.82			\$ 26.46		



MOTION

SUBJECT: Wasco County Law Enforcement Association Agreement

I move to approve the Collective Bargaining Agreement between Wasco County and Wasco County Law Enforcement Association effective through June 30, 2024.



AGENDA ITEM

Substance Abuse Treatment Contract

[STAFF MEMO](#)

[CONSULTING SERVICES AGREEMENT](#)

[MOTION LANGUAGE](#)




YOUTH SERVICES

202 East Fifth Street • The Dalles, OR 97058
p: [541] 506-2660 • f: [541] 506-2661 • www.co.wasco.or.us

Pioneering pathways to prosperity.

Date: December 7, 2021

To: Chair Scott Hege, and Commissioners
Wasco County Board of Commissioners

From: Molly Rogers, Director
Wasco County Youth Services 

Re: Contract with Monique Adams, LLC

Enclosed in the agenda packet is the proposed contract with Monique Adams, LLC for the purposes of providing supervision with of a staff member of the Department of Youth Services as they provide drug and alcohol treatment services. Monique Adams, LLC has the required Certification as an CADC-III to provide the supervision mandated by the Mental Health Addiction & Certification Board of Oregon (MHACBO).

The personal services contract was reviewed by Wasco County Legal Counsel and the proposed Contractor prior to submission to the Board of County Commissioners. The contractor was selected based on credentials, experience with adolescent treatment and their availability to provide supervision in a timely manner. The Department has the capacity within the current training budget to meet the financial obligations within the contract.

Alcohol and drug treatment services and a key service needed by over 60% of the youth who enter the juvenile justice system. It is also a key risk factor for youth to successfully meet the supervision requirements. The Department of Youth Services is actively engaging in an evidence informed screening and brief intervention model, and one of the foundational requirements is access to treatment services. Over the past few years the number of CADCs in Mid-Columbia service area has diminished, leading the Department to seek services outside of the region. This contract allows the Department to develop the skill within current staff, and may allow the Department to create a relationship with both Mid-Columbia Center for Living or the Oregon Health Authority for reimbursement of services provided.

SUBSTANCE ABUSE TREATMENT CONSULTING SERVICES CONTRACT

This Contract is by and between Wasco County (“**COUNTY**”) and Monique Adams, CADC III (“**CONSULTANT**”), for the performance of substance abuse treatment programming for the Department of Youth Services COUNTY in furtherance of its goal to provide alcohol and drug treatment services to youth within Wasco County.

A. RECITALS

COUNTY has the need for the services of a person or entity with particular training ability, knowledge and experience as possessed by CONSULTANT. COUNTY has determined that CONSULTANT is qualified and capable of performing the professional services as COUNTY requires, under the terms and conditions set forth.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

Exhibit A Scope of Work

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to project completion by no later than June 30th, 2023, and may be extended for additional periods of time upon mutual agreement of both parties.

2. Scope of Work

CONSULTANT shall provide all services and deliver all materials as specified in the attached Exhibit A. All services and materials shall be provided by CONSULTANT in accordance with the Exhibit in a competent and professional manner.

3. Compensation

3.1 Payment. CONSULTANT shall complete the Scope of Work as defined above for not to exceed \$150.00 for per week, for Supervision of Nicole Beaman, CADC I trainee, Payments shall not exceed \$11,700.00

3.2 Payments. COUNTY will review CONSULTANT’s invoice and within ten (10) days of receipt notify CONSULTANT in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, COUNTY shall pay the invoice amount in full within thirty (30) days of invoice date.

4. Consultant Is an Independent Contractor

CONSULTANT shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While COUNTY reserves the right to set the schedule and evaluate the quality of CONSULTANT’s completed work, COUNTY cannot and will not control the means and manner of CONSULTANT’s performance. CONSULTANT is responsible for

determining the appropriate means and manner of performing work. CONSULTANT is responsible for all federal and state taxes applicable to compensation and payment paid to CONSULTANT under the Contract and will not have any amounts withheld by COUNTY to cover CONSULTANT's tax obligations. CONSULTANT is not eligible for any COUNTY fringe benefit plans.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

COUNTY: Molly Rogers, Director
Wasco County Youth Services
202 East Fifth Street
The Dalles, OR 97058

Tyler Stone, Administrative Officer
Wasco County
511 Washington Street, Suite 101
The Dalles, OR 97058

CONSULTANT: Monique Adams, LCSW, LLC
2149 Cascade Avenue, Suite 105A, PMB 8
Hood River, OR 97031

6. Indemnification

To the extent permitted by applicable law, CONSULTANT shall defend, save, and hold COUNTY harmless and its officers, agents, and employees from and against any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the operations of the CONSULTANT, including but not limited to the activities of CONSULTANT or its officers, employees, agents or subcontractors under this Agreement. CONSULTANT shall not be deemed an agent of COUNTY under the Oregon Tort Claims Act.

7. Insurance Requirements

- 7.1 During the term of this Contract, CONSULTANT shall maintain, at its own expense, Professional Liability Insurance covering any damage caused by error, omission or negligent act related to the CONTRACTOR'S services, with limits not less than \$2,000,000.00.
- 7.2 Insurance coverage shall be maintained for a period of 2 years after completion of this Contract. It shall also include a 2 year "tail" policy for any "claims made" policies made part of this Contract.

- 7.3 Policies shall provide that COUNTY, its directors, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 8.1 and a waiver of subrogation against them shall be obtained for all coverages.
- 7.4 All coverages under Section 7.1 shall be primary over any insurance COUNTY may carry on its own.
- 7.5 CONSULTANT shall be solely responsible for any loss, damage or destruction to its own property and materials used in conjunction with the work or services under this Contract.
- 7.6 CONSULTANT shall furnish COUNTY with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by COUNTY, CONSULTANT shall furnish COUNTY with executed copies of such policies of insurance. CONSULTANT shall furnish COUNTY with at least 30-days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

- 8.1 CONSULTANT, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 8.2 CONSULTANT warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. CONSULTANT shall indemnify COUNTY for any liability incurred by COUNTY as a result of CONSULTANT's breach of the warranty under this paragraph.

9. Assignment

CONSULTANT may not assign any of its responsibilities under this Contract without COUNTY's prior written consent, which consent may be withheld in COUNTY's sole discretion. CONSULTANT may not subcontract for performance of any of its responsibilities under this Contract without COUNTY's prior written consent, which consent shall not be unreasonably withheld.

10. Labor and Material

CONSULTANT shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to COUNTY other than the compensation provided in this Contract.

11. Ownership of Work and Documents

All work performed by CONSULTANT and compensated by COUNTY pursuant to this Contract shall be the property of COUNTY upon full compensation for that work performed or document produced to CONSULTANT, and it is agreed by the parties that such documents are works made for hire. CONSULTANT hereby conveys, transfers and grants to COUNTY all rights of reproduction and the copyright to all such documents.

12. Termination for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, COUNTY may terminate all or part of this Contract upon determining that termination is in the best interest of COUNTY by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against CONSULTANT. Upon termination under this paragraph, CONSULTANT shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) COUNTY has against CONSULTANT. Pursuant to this paragraph, CONSULTANT shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by CONSULTANT. COUNTY shall not be liable for any costs invoiced later than thirty (30) days after termination unless CONSULTANT can show good cause beyond its control for the delay.

13. Termination for Cause

COUNTY may terminate this Contract effective upon delivery of written notice to CONSULTANT, or at such later date as may be established by COUNTY, under any of the following conditions:

- 13.1 If COUNTY funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- 13.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 13.3 If any license or certificate required by law or regulation to be held by CONSULTANT to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

14. Termination for Default

Either COUNTY or CONSULTANT may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If CONSULTANT fails to perform in the manner called for in this Contract or if CONSULTANT fails to comply with any other provisions of the Contract, COUNTY may terminate this Contract for default. Termination shall be effected by serving a notice of termination on CONSULTANT setting forth the manner in which CONSULTANT is in default. CONSULTANT shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

15. Remedies

In the event of breach of this Contract the parties shall have the following remedies:

- 15.1 If terminated under paragraph 14 by COUNTY due to a breach by CONSULTANT, COUNTY may complete the work either itself, by agreement with another contractor, or by a combination thereof.
- 15.2 In addition to the above remedies for a breach by CONSULTANT, COUNTY also shall be entitled to any other equitable and legal remedies that are available.
- 15.3 If COUNTY breaches this Contract, CONSULTANT's remedy shall be limited to termination of the Contract and receipt of Contract payments to which CONSULTANT is entitled.
- 15.4 COUNTY shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 15.5 Upon receiving a notice of termination, and except as otherwise directed in writing by COUNTY, CONSULTANT shall immediately cease all activities related to the services and work under this Contract. As directed by COUNTY, CONSULTANT shall, upon termination, deliver to COUNTY all then existing work product that, if the Contract had been completed, would be required to be delivered to COUNTY.

16. Nondiscrimination

During the term of this Contract, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

17. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between COUNTY and CONSULTANT that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States Court for the State of Oregon.

18. Compliance with Laws and Regulations

CONSULTANT shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, CONSULTANT expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: a) All applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; b) All state laws governing operation of Addictions and Community Mental Health Programs; c) All state laws requiring reporting of Client abuse; d) ORS 659A.400 to 659A.409, ORS 659A.145, and all regulations and administrative rules established pursuant to those laws. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated.

19. Experience, Capabilities and Resources

By execution of this Contract, the CONSULTANT agrees that: CONSULTANT has the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract. CONSULTANT has the capabilities and resources necessary to perform the obligations of this Contract.

20. Documents

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

21. Access to Records

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, COUNTY, and its duly authorized representatives shall have access to CONSULTANT's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, CONSULTANT shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. CONSULTANT shall provide full access to these records to COUNTY, and its duly authorized representatives in preparation for and during litigation.

22. Representations and Warranties

CONSULTANT represents and warrants to COUNTY that (1) CONSULTANT has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of CONSULTANT enforceable in accordance with its terms, (3) CONSULTANT shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

23. Attorney Fees

In case a suit or action is instituted to enforce the provisions of this Contract, the parties agree that the losing party shall pay such sums as the court may adjudge reasonable for attorney fees and court costs, including attorney fees and costs on appeal.

24. Limitation of Liabilities

COUNTY shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

25. Confidentiality

CONSULTANT shall maintain the confidentiality of any of COUNTY's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent CONSULTANT from establishing a claim or defense in an adjudicatory proceeding. CONSULTANT shall require similar agreements from COUNTY's and/or CONSULTANT's subconsultants to maintain the confidentiality of information of COUNTY.

CONSULTANT shall ensure that patient's privacy is protected and that confidential records are secure from unauthorized disclosure consistent with the HIPPA confidentiality requirements of 45 CFR parts 160 and 164, and consistent with other state or federal regulations governing privacy and confidentiality.

26. Force Majeure

CONSULTANT shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

27. Waivers

No waiver by COUNTY of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by CONSULTANT of the same or any other provision. COUNTY's consent to or approval of any act by CONSULTANT requiring COUNTY's consent or approval shall not be deemed to render unnecessary the obtaining of COUNTY's consent to or approval of any subsequent act by CONSULTANT, whether or not similar to the act so consented to or approved.

28. Severability

Any provisions of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

29. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

30. Integration

This Contract, including the attached exhibits contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract.

31. Amendments

This Agreement shall not be waived, altered, modified, supplemented, or amended in any manner without a duly executed Amendment. Any amendments to this Agreement shall be effective only when reducing to writing and signed by both parties as below.

32. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

WASCO COUNTY, OREGON

Date: December 15, 2021

SCOTT C. HEGE
Commission Chair

KATHLEEN B. SCHWARTZ
Vice-Chair

STEVEN D. KRAMER
County Commissioner

CONTRACTOR

Date: _____

By: _____

Title: _____

Address: _____

Tax Id. No. _____

APPROVED AS TO FORM

Date: December 15, 2021

KRISTEN A. CAMPBELL
County Counsel

Exhibit A

Scope of Work

- 1.** Contractor will provide coaching and supervision for Certified Alcohol and Drug Counselor-Trainee (CADC-R) as required by the Mental Health Addiction & Certification Board of Oregon (MHACBO).
- 2.** Contractor will develop a professional development plan with CADC-R, including recommendations on further training and educational needs for CADC-R to complete.
- 3.** Contractor will provide quarterly updates with CADC-R and Director of Youth Services on status of contract for adequacy of supervision and training.



MOTION

SUBJECT: Substance Abuse Treatment Contract

I move to approve the Substance Abuse Treatment Consulting Services Contract between Wasco County and Monique Adams.



AGENDA ITEM

Information Services Back-up System

[STAFF MEMO](#)



INFORMATION SERVICES

511 Washington St., Ste. 101 • The Dalles, OR 97058
p: [541] 506-2550 • f: [541] 506-2551 • www.co.wasco.or.us

Pioneering pathways to prosperity.

Overview

Over the last several months, Wasco County has been evaluating our backup system and comparing others in industry (this has been part of our COOP planning). Last year, we budgeted ~18k to purchase a 3-year contract and upgrade our backups to the same vendor we've been using for years. I decided not to move forward with that option, so we could conduct a full analysis and make an informed decision. Our current implementation is Unitrends.

Unitrends is one of the industry's less expensive options, but according to Gartner and our own research, it is lagging behind in capability and innovation for modern recovery needs (ransomware and persistent threat recovery). Our evaluation process included building out 19 key industry requirements, then researching and demoing 13 vendors and scoring them through a weighted matrix to find the leading options, including cost, recovery capabilities, and overall system integration. Unitrends did not make it in the top 5 of available solutions.

Costs

We are looking to increase our annual investment from our current ~6k to ~12k a year. Either way, Unitrends would increase with a new contract to ~10k a year. Our vendor choice is Veeam, who is considered an industry leader, lands roughly in the middle of cost for many of the leading vendors evaluated, and scores roughly in the middle of our matrix to be one of the top 4. The following are totals of three quotes received by vendors of

- Veeam: \$12,276, Matrix Score: 3.24*
- Bacula: \$13,450, Matrix Score: 2.95*
- Unitrends: \$10,621, Matrix Score, 2.48*

* scores based on a 5 point weighted matrix, High: 4.22, Low: 1.33

Conclusion

Wasco County's current backup system implementation of Unitrends is working; however, it does not meet the demands of today's data security and continuity requirements necessary to create resilience against modern cyber threats. Wasco County IS is looking to move forward with the Veeam backup solution to increase our capability to respond and mitigate against disaster and other incidents to ensure Wasco County data is not lost.



AGENDA ITEM

ORMAP Grant Agreement

[CONTRACT DOR-560-21](#)

[MOTION LANGUAGE](#)

**DEPARTMENT OF REVENUE
ORMAP INTERGOVERNMENTAL AGREEMENT
CONTRACT #DOR-560-21**

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

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

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

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

I. EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION

- A. Effective Date of Agreement. This Agreement shall become effective on the date this Agreement has been signed by every party and all required approvals have been obtained.
- B. Award. The Department shall provide funds in the amount of **\$41,504.00** (the "Award") to the County to fund all or part of the activities set forth in Exhibit A ("Proposal") which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the "Project". All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the "Total Project". (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use the Award other than for costs for the Project.
- C. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by **December 31, 2022** ("Project Completion Date"). Final billing for the Project shall be submitted to the Department on or before **January 31, 2023**.

II. DISBURSEMENTS.

- A. Disbursement of Funds by the Department. Subject to Section IV, upon receipt of the County's request for disbursement, the Department shall disburse the

Award to the County on a cost reimbursement basis. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.

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

III. REPRESENTATIONS AND WARRANTIES

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

IV. CONDITIONS TO DISBURSEMENT

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

V. COVENANTS

- A. Assignment. If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. Payments. To the extent required by state and federal law, the County agrees to:
1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
 2. All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). County shall require and ensure that each of its subcontractors complies with these requirements.

- C. Liabilities. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

- D. Compliance with Applicable Law. The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))
- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and the Oregon Local Budget Law, ORS 294.305 to 294.565.. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

- G. Project Ownership. The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

VI. TERMINATION; REMEDIES

- A. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.
- B. Termination Because of Non-Appropriation or Project Ineligibility.
1. The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
 2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.
- C. Termination for Default. The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:
1. The design and implementation of the Total Project is not pursued with due diligence; or
 2. The cadastral portions of the Total Project do not conform to the Department of Revenue Oregon Cadastral Map System; or

3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
 4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
 5. The County violates any other provision of this Agreement.
- D. Rights and Remedies. The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

VII. GENERAL PROVISIONS

- A. Force Majeure. Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. No Third Party Beneficiaries. The Department and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- D. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their

respective successors and assigns; provided however that the County may not assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.

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

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

DEPARTMENT:

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

COUNTY:

Wasco County

By: _____

Kathryn Jones, Interim Procurement Manager, DPO

Date: _____

By: _____

Title: _____

Date: _____

Telephone: _____

Fax No: _____

EXHIBIT A

AWARD LETTER
COUNTY GRANT PROPOSAL



Oregon

Kate Brown, Governor

**Department of Revenue
Property Tax Division**

955 Center St NE
PO Box 14380
Salem, OR 97309-5075
www.oregon.gov/dor

November 12, 2021

Ivan Donahue, Survey/Engineer and GIS Technician
2705 E 2nd St.
The Dalles, OR 97058

Dear Mr. Donahue

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from January 1, 2022 through December 31, 2022.

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

Contract Number:		
Task	Deliverable	Award Amount
1	84 Control Points	\$35,364.00
2	2 Training Classes	\$3,640.00
3	1 Field Computer	\$2,500.00
Total		\$41,504.00

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

Best wishes for a successful project.

With regards,

Jason D. Brockie
Property Tax Assistance and Oversight Section Manager
Oregon Department of Revenue

cc: County Assessor
DOR Finance Department
File

ORMAP Grant Application

Section I. County and Grant Information			
A. County: Wasco		B. Funding Cycle: Fall 2021	
C. Project will help meet ORMAP Goal(s): 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 X 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/>		D. Fund Request: \$41,504.00	
Section II. Summary of Project			Department Assessment
A. Brief Overview of the Request			<input type="checkbox"/> <i>Pass</i> <input type="checkbox"/> <i>Fail</i>
<p>Wasco County is seeking \$35,364 to capture 84 control points to continue the conversion of Wasco County tax maps to meet ORMAP technical specifications. Included in the request is \$3,640 for training on ArcGIS PRO to remap to ORMAP standards and \$2,500 for a field computer. This is the 12th phase of a multi-year project.</p>			
Scope and Deliverables			
<i>Check</i>	<i>Deliverables</i>	<i>Brief description of the deliverables</i>	
<input type="checkbox"/>	Tax Lot Conversion		
<input type="checkbox"/>	Tax Map Conversion		
X	Control Points	84 control points collected by the Surveyor in preparation for County remapping of township and ranges	
<input type="checkbox"/>	Development		
X	Other Assistance	2 ESRI Training classes on ArcGIS Pro	
<input type="checkbox"/>	Other Deliverable		
X	Hardware/Software	Personal field computer	
B. Projected Project Completion Date (projects should not exceed one year)			
June 30, 2022			
C. Total Costs of Project (add lines as necessary)			
Deliverable	Number of Items	Cost per Item	Total Cost
Control Points	84	421.00	35,364
Training classes	2	1,820	3,640
Field Computer	1	2,500	2,500
D. Partnerships and Contributions (add lines as necessary)			
Partner		Contribution	
Wasco County Surveyor		GPS equipment, computers, vehicle and gear	
Wasco County Assessor & GIS staff, map research and review		\$6,000	
Total Match		\$6,000	
A. Assessor's Signature & Date:		<i>See file copy</i>	
F. Fiscal Coordinator – Name & Contact Number:		Tyler Stone, County Administrator 541-506-2520	

G. Project Coordinator – Name & Title:	Ivan Donahue Survey/Engineer and GIS Technician
E-mail address:	ivand@co.wasco.or.us
Phone Number:	503-310-7443
Mailing Address:	2705 E 2 nd St. The Dalles, OR 97058

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

A. Overview

A. Describe what the project is trying to accomplish.

This project will collect 84 control points in preparation for continuing the remapping in follow-on grants. At the completion of the entire project, all Wasco County taxlots will meet ORMAP technical specifications consistent with Goal 6.

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

Capturing 84 control points in Township Range 2N-15E, 1N14E & 1N-15E for a total of 21 index maps.

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

Spring 2016: 100% Complete
 Fall 2016: 100% Complete
 Spring 2017: 100% Complete
 Fall 2017: 100% Complete
 Spring 2018: 100% Complete
 Spring 2019: Task 1 100% Complete
 Fall 2019: Task 1 and Task 2 100% Complete
 Spring 2020: 100% Complete
 Fall 2020: Expected completion date December 31, 2021
 Spring 2021: Expected completion date June 30, 2022

See attached Wasco County ORMAP Status Map Fall 2021

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

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

D. Describe the project deliverables.

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

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

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

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

Harney County GIS maintains the tax lot maps for Wasco County. This project will have no impact on maintenance.

G. Provide a project timeline with milestones or completion dates.

Control point collection will begin in January 2022 with completion in December 2022.

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

No.

I. Describe any innovations utilized by this project.

The new GPS points will be conveyed to BLM for possible input and update of calculated CadNSDI data.

J. Detail Costs (who is paying for what).

Wasco County Assessor & GIS Staff - \$6,000 (Wasco County)

Wasco County Surveyor - \$41,504 (Grant)

B. Quality Control

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

Wasco County Surveyor

2. Will county cartography staff review the deliverables?

Yes

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

If requested

4. Describe QC procedures.

Survey control points will meet County survey specifications for mapping. County staff will review each map by visually inspecting the map and the new product will be compared to previous maps. Any inconsistencies will be investigated.

C. Project Detail

1. Is this project an "edge matching project"? If so, how much of the county boundary will be completed?

No.

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

Yes. This is the 12th phase of a planned multi-year project

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

	Total Countywide	Meet Tech Specs	Percent Complete
Tax Lots	16,446	4,350	26.5%
Tax Maps	665	109	16.4%

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

There is no documentation listing which index maps meet ORMAP technical specifications. Review by the Department of Revenue and Wasco County GIS staff state many of the maps are "fairly close". Therefore, the percent complete above is worst-case; other taxlots/index maps may meet technical specifications, there is just no way to tell.

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

No.

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

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

D. Data Availability

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

- Yes
- GIS Framework Data License –signed 2005
- GIS Cadastral Data Sharing License Agreement v1.3 – signed 2009
- Wasco County GIS Cadastral Data Sharing License Agreement v3.0 – signed 2016
- Wasco County GIS Cadastral Data Sharing License Agreement v3.0 (2017) – signed 2017

2. Identify any data restrictions or licensing issues.

There are no data restrictions or licenses required. Data is shared with the State and other funding partners at no cost and sold to all other parties

E. Background Information

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

This project continues Wasco County on the path to having all of its tax lots meet ORMAP specifications. Wasco County's forecast for Goal 6 completion is 8 years depending on funding from ORMAP and our in-house capacity (see below).

The outline of our plan is to have surveyor collect all of the survey control points using GIS in the County for remapping all Assessor's tax index maps with real world locations. After this grant, Wasco County only needs one more grant to complete all surveyed control data.

When all survey data has been completed the County can proceed to identify and correct Assessor's tax index maps. Estimated completion of remapping will be 5 to 6 years while continuing to apply for two grants a year from the State.

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

F. Other Issues - Please identify.

It is anticipated that the corners to be collected will require significant investigation time in the field, as many have not been located since the original GLO surveys.

A new personal field computer is also in this request because currently the Surveyor's office field computer is now unusable. This was accelerated because of being used very heavily from past ORMAP grants that has rendered our current field computer unusable.

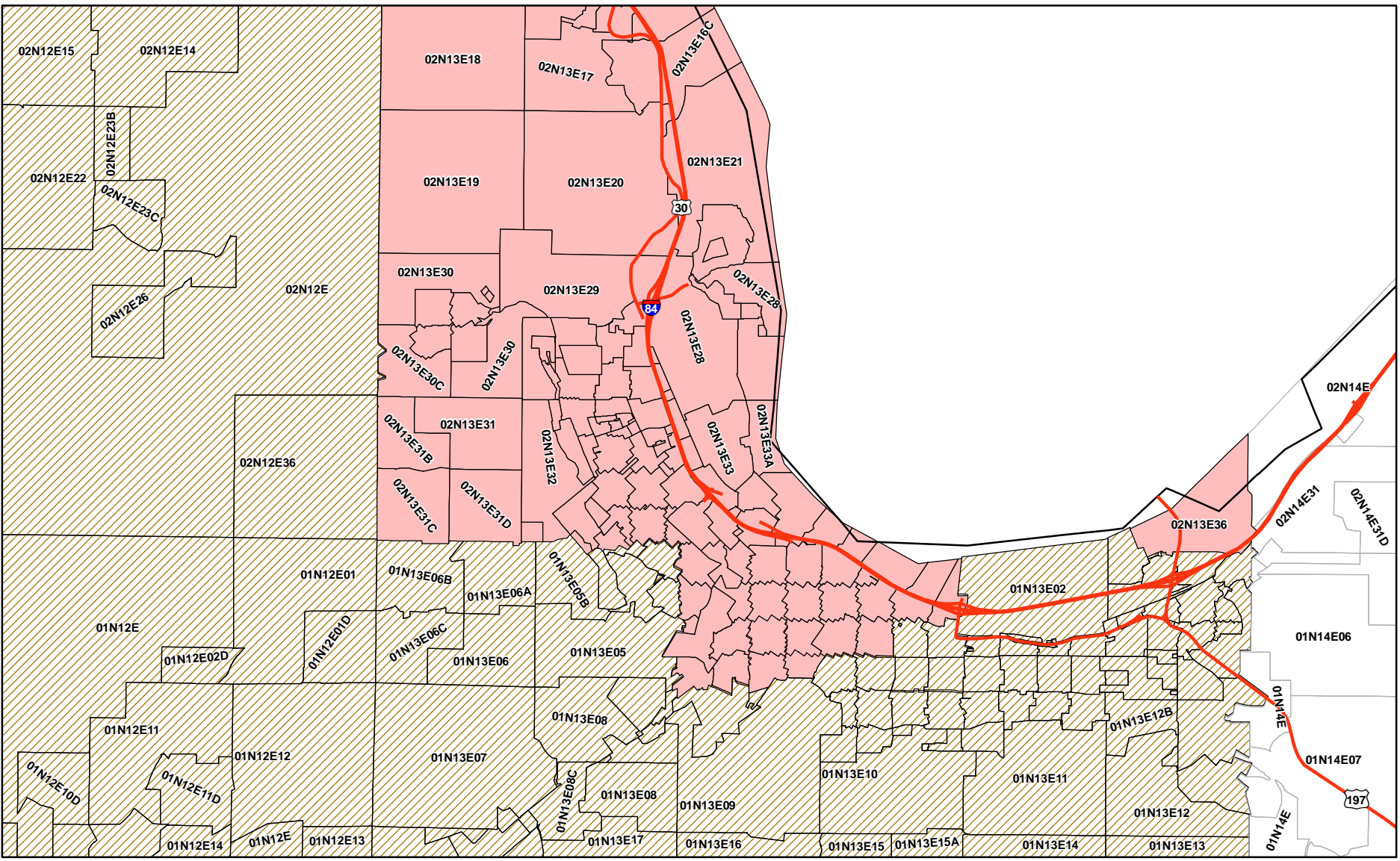
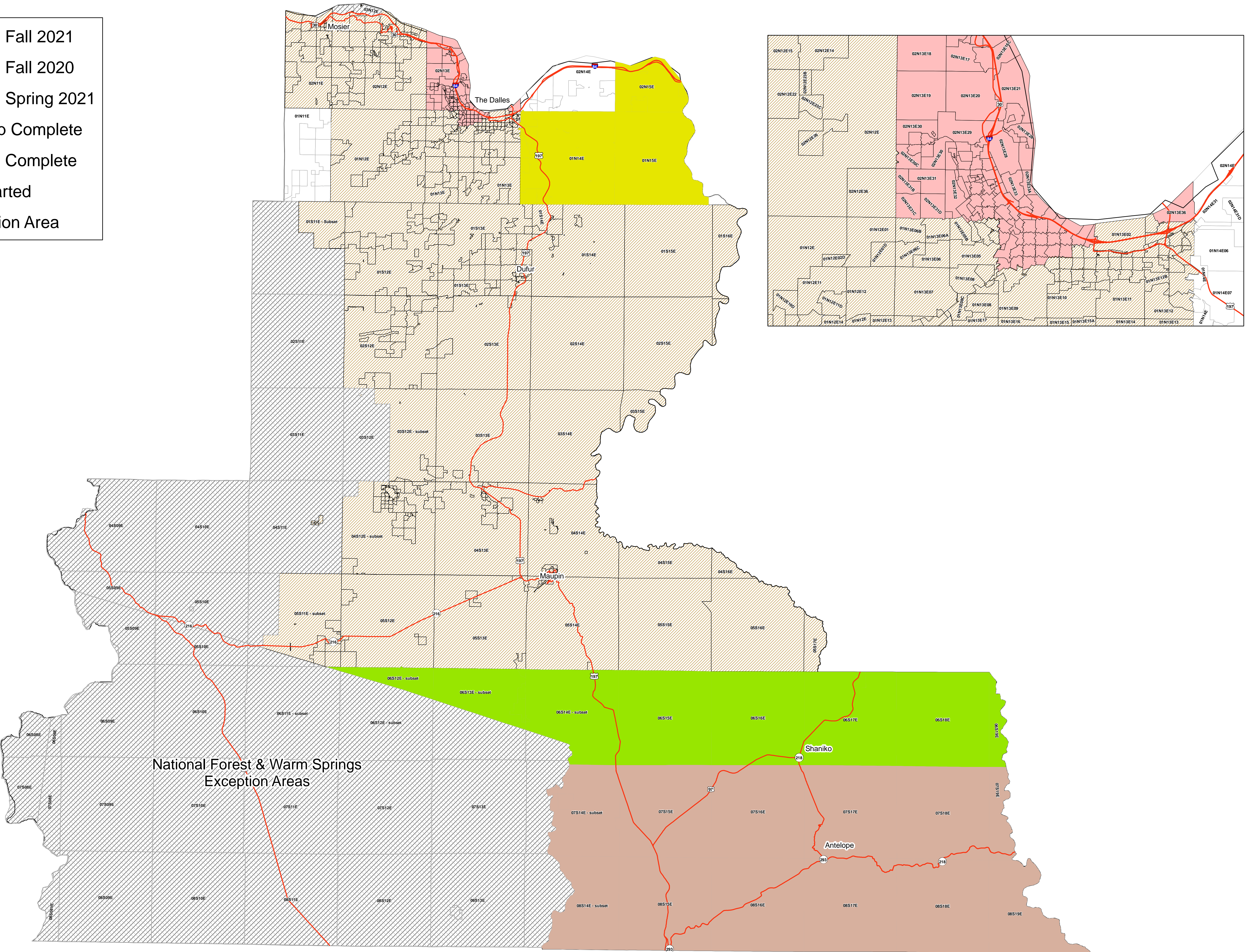
Training plan for ArcGIS Pro would be to take 2 classes from ESRI the first is Creating and Editing Data with ArcGIS Pro and the second class would be ArcGIS Enterprise: Configuring a Base Deployment to help the County's plan on migration to Pro.

Submit completed forms to:

Mail	Contact Information
------	---------------------

ORMAP Project Coordinator Oregon Department of Revenue Property Tax Division 955 Center St. NE Salem OR 97301-2555	Tel: 503-586-8128 Fax: 503-945-8737 or.map@state.or.us
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Wasco County ORMAP Status Map Fall 2021





MOTION

SUBJECT: ORMAP Grant Agreement

I move to approve ORMAP IGA #DOR-560-21 funding the continued conversion of Wasco County tax maps.



AGENDA ITEM

Delineation Estimate/Agreement

[STAFF MEMO](#)

[ESTIMATE/AGREEMENT FOR WETLANDS DELINIATION](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Delineation Estimate/Agreement

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: DECEMBER 7, 2021

BACKGROUND INFORMATION:

Associated with the 35 acres being transferred to the County as a result of the recently signed SIP agreement, this contract will effectively start the wetland inventory work that will be required before any development can occur. This is sole source procurement under our contracting rules due to Terra Science's specialized wetland work with the Port of The Dalles in the surrounding geographic area.

December 07, 2021

Electronically Submitted

Tyler Stone, Wasco County Administrative Officer
511 Washington Street, Suite 101
The Dalles, Oregon 97058
tylers@co.wasco.or.us

**Re: Contemporary Wetland Delineation Scope of Services for The Dalles Rodeo Grounds Site
Portion of Tax Lot 200, Tax lot 1000, and portion of River Road ROW, T. 02N, R. 13E, Sec. 33, W.M.
City of The Dalles, Wasco County, Oregon**

As requested during our November 30, 2021 discussion, the following outlines estimated costs for Terra Science, Inc. (TSI) to provide wetland delineation consultation services for the above referenced parcel. Based on cursory review of the project plan, TSI defines the 38.0± acre subject site as: portion (approximately 35 acres) of Tax Lot 200 on Assessor Map Township 02 North, Range 13 East, Section 33, Tax lot 1000 on T. 02N, R. 13E, Sec. 33A, and immediately adjacent (fifty-foot) River Road right-of-way (Enclosures). Materials herein summarize TSI's process to evaluate existing site conditions for preparation of a technical delineation report recognized by Oregon Department of State Lands (DSL) and U.S. Army Corps of Engineers (USACE) for issuance of their respective jurisdictional determinations.

Wetland delineations must follow the standards set by the federal government and State of Oregon as defined by the 1987 Corps of Engineers Wetland Delineation Manual, Arid West Regional Supplement, and agency guidance documents. Said manuals require evaluation of the existing vegetation, soils and hydrology parameters to determine aquatic feature boundaries. Identified boundaries would then be analyzed to identify potential state and federal jurisdiction according to Oregon's Removal-Fill Laws and Section 404 of the Clean Water Act.

DSL records review identifies an offsite wetland determination was conducted for multiple parcels on behalf of Port of The Dalles in March 2005 (WD#2005-0150). Offsite determinations are a cursory tool DSL utilizes to assess site potential to support wetlands. This determination provided very broad mapping of wetlands within the Rodeo Grounds parcel and indicate a wetland delineation would be needed prior to development.

County has attained Pacific Habitat Services' (PHS) July 2014 *Wetland Delineation for the 75-Acre Rodeo Project Boundary in The Dalles, Oregon*. This report was not formally submitted to DSL or USACE for jurisdictional determinations and is not part of public record. As outlined in the report, nineteen (19) individuals wetlands amounting to 7.77 acres of wetland were defined by PHS. As stipulated by OAR 141-090-0045(1), delineation data and jurisdictional determinations (when issued) are only valid for a five-year; as such, PHS's July 2014 delineation data and report are no longer valid.

The following provides a brief explanation of necessary tasks to generate a contemporary wetland delineation report for this project.

Task A. Background Research and Coordination. Task A actions include review of relevant background information for preparation of GIS based field files. Delineation field maps would include georeferenced: County tax lot linework, NRCS soil mapping units, LIDAR topographic contours, pPHS delineation linework

December 07, 2021 Wetland Delineation Consultation Estimate to Tyler Stone, Wasco County Administrative Officer
Page 2 – Tax Lot 200, 1000, and portion of River Road ROW, T. 02N, R. 13E, Sec. 33, W.M., City of The Dalles, Wasco County

(if available), and contemporary aerial photography. Referenced materials would be combined into a georeferenced base file which would ultimately be utilized for technical report graphics.

Please note that TSI's proposed use of GIS instrumentation would result in significant cost savings. Specifically, TSI's mapping approach allows for internal map production without the need for a formal survey. Compilation of georeferenced mapping would also be compatible with future engineering civil files (using AutoCAD software) and could serve as base maps for future permitting exercises.

Task B. Delineation Investigation. To conduct the delineation field work, TSI's field team would travel to the site to document contemporary wetland boundaries. Due to the large size of the site, two field days are identified to collect pertinent field data and map feature boundaries. During the investigation, representative sample plots would be established throughout the project area to evaluate vegetation, soils, and hydrology in accordance with the Manuals. Data collection, preliminary functional assessment, and photographic documentation would be collected in accordance with delineation methodology protocol. All delineation work would be conducted under the supervision of myself, Professional Wetland Scientist #1845. Boundary mapping would occur using GIS software loaded onto GPS instrumentation with a horizontal accuracy of (less than) one meter (adhering to agency regulations).

Task C. Technical Report and Graphics Generation. The TSI consultant team would generate jurisdictional attribute discussion for preparation of a technical report documenting existing site conditions in relation to the jurisdictional features of the U.S. and State of Oregon. The report would be geared to obtain contemporary DSL and USACE jurisdictional determinations. The report would include a summary of the field methods used to delineate wetland / water areas, describe in detail the existing hydrological conditions of the site, and conclude on the presence, location and size of identified jurisdictional features. Appendices would include required graphics, data sheets, and photographs meeting technical reporting standards.

TSI would generate a WASCO COUNTY REVIEW DRAFT for internal discussion purposes. Upon discussion and incorporation of edits (if necessary), the report would be finalized and e-submitted to DSL and USACE.

Task D. Agency Processing of Jurisdictional Determinations. Upon submittal to DSL and USACE, TSI staff would address potential questions generated during agency review. All agency coordination would be billed on a strict time-and-materials basis. TSI agency coordination is not anticipated to exceed \$500. This cost, however, may increase should DSL and/ or USACE agency staff request a site visit to confirm wetland boundaries.

The following costs for the delineation tasks described below includes travel time, mileage, field investigation, GIS instrumentation for field mapping, data analysis, AutoCAD based graphics, report writing, and electronic report submittal to the agencies.

TERRA SCIENCE, INC.

Soil, Water & Wetland Consultants

December 07, 2021 Wetland Delineation Consultation Estimate to Tyler Stone, Wasco County Administrative Officer
Page 3 – Tax Lot 200, 1000, and portion of River Road ROW, T. 02N, R. 13E, Sec. 33, W.M., City of The Dalles, Wasco County

Task A.	Background Research and Coordination	\$1390
Task B.	Delineation Field Investigation & Boundary Mapping	\$5335
Task C1.	Generation of Technical Delineation Report-WA	\$2305
Task C2.	Generation of Technical Delineation Graphics	\$1365
Task D.	Agency Processing for Jurisdictional Determinations	Not to exceed \$500

This work scope does not include planning, permitting, surveying, engineering, functional analysis reporting, sensitive plant / animal surveys, mitigation design or related development services. With respect to billing, invoices would be prepared upon completion of the courtesy WASCO COUNTY REVIEW DRAFT and completion of the agency reviews for their respective determination documents. This estimate does not include DSL's (approximately \$495.00) review fee. Based on County's identified timelines, TSI would expedite this project for generation of a final delineation report no later than March 15, 2022. Payment terms are net thirty days (however, early payment discounts are offered). Written approval of this work scope (signature below) is requested to begin the background investigation.

Tyler, TSI greatly appreciates the opportunity to submit this proposal for your review. Please contact me at your convenience with questions, concerns or additional information regarding this scope.

Sincerely,

TERRA SCIENCE, INC.



David P. Monnin, PWS
Senior Project Manager

Enclosure.

I authorize the tasks, costs and schedules outlined above for wetland delineation services and authorize Terra Science, Inc. and their staff to conduct the work as required.

Name: Tyler Stone
Wasco County Administrative Officer

Date:

$$1'' = 400'$$

1/10/2018

02N13E33

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

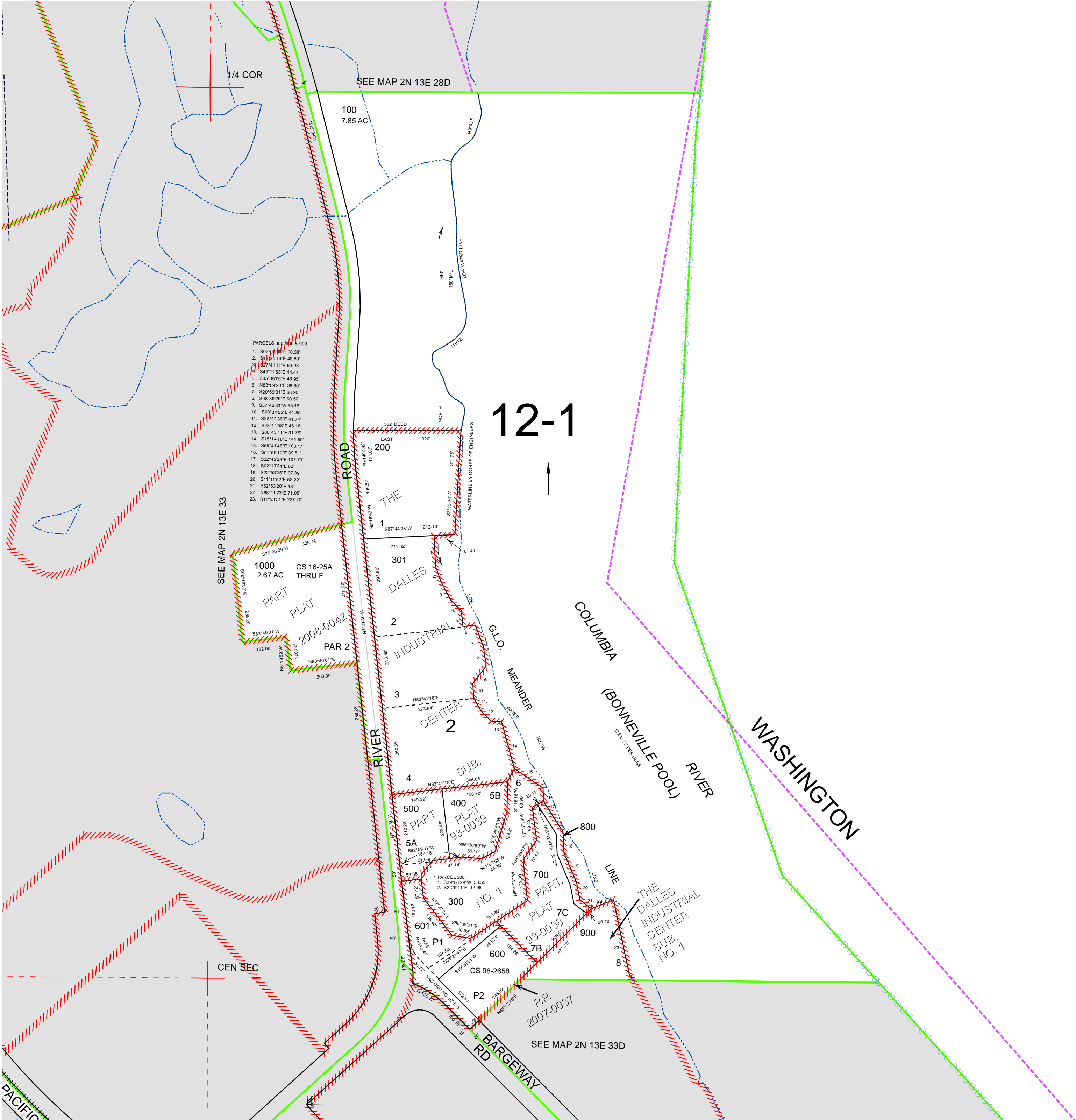
0 50 100 200 Feet

N.E.1/4 SEC.33 T.2N. R.13E. W.M.
WASCO COUNTY
1" = 200'

02N13E33A

1/10/2018

CANCELLED
1100



02N13E33A



MOTION

SUBJECT: Delineation Estimate/Agreement

I move to approve the agreement with Terra Science, Inc. for Contemporary Wetland Delineation Services for The Dalles Rodeo Grounds Site.



AGENDA ITEM

Executive Session

[PURSUANT TO ORS 192.660\(2\)\(E\) REAL PROPERTY TRANSACTIONS & ORS 192.660\(2\)\(H\) LEGAL CONSULTATION](#)

[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO AGENDA](#)



AGENDA ITEM

Hwy 30 Water System Expansion

[TENNESON ENGINEERING PROPOSAL](#)

May 25, 2021

Via Email tylers@co.wasco.or.us

Wasco County
511 Washington Street, Suite 101
The Dalles, Oregon 97058

Attention: Tyler Stone, Administrative Officer

Regarding: Design Engineering Services Proposal
Country Club Water Main Design Project

Dear Mr. Stone:

Tennessee Engineering is pleased to respond to Wasco County's request for a consultant to provide engineering services for the design of the Country Club Water Main Project. Tennessee Engineering has enjoyed many past projects with Wasco County and are hopeful we can continue that relationship with this project. Tennessee Engineering is very familiar with this project site location. Tennessee has worked on the Country Club water system in the past along with completing the original design and providing construction period services for the development of the Kuck Well water system, which serves the nearby Discovery Center. In addition to these more historic work projects, Tennessee Engineering recently completed the design and construction administration for a significant upgrade to the water system serving the nearby Pinewood Mobile Manor.

Our understanding of this work is to provide a final engineering design, construction contract specifications, and bid documents for a project that would connect the Kuck Well/Reservoir water system to the existing water system serving The Dalles Country Club. Determination of the route of the proposed waterline and its connection location to the water system will be part of the project development. The existing waterline is within the driveway serving the Wingens property off of the Old Columbia River Highway. Potential routes include running north within the Old Columbia River Highway right-of-way to a connection point near the existing Well #2. An over land route also exists utilizing the edge of the existing field on the Wingens property, also running northerly to the Country Club property to a connection point near Well #7. The design of the waterline will include: piping, valving, air vacuum release devices, flow metering, and backflow prevention as may be required. In addition to completed construction drawings, project deliverables will include contract and bid documents. Consistent with the RFP document, the scope of work under this project will, at a minimum, include and/or address the following items:

1. Determination of the best route from Kuck water system to The Dalles Country Club near either Well #2 or Well #7 for the construction and long term maintenance of the new water main.
2. Work with interested parties to determine the best location for the new water main to The Dalles Country Club's existing private water system near Well #2 or Well #7.
3. The design to include a water service to The Dalles Country Club as a potential add on item to the bid schedule.
4. The new water main will be designed to be publicly owned and operated from the existing Kuck water system to the property line of The Dalles Country Club. Piping on the Country Club property will be designed and privately owned and operated by the Country Club.
5. Make final determination of final flow rate, pipe size and material, pressures, metering, and valving for the new water main. The current estimate of maximum required flow rate is 100 gallons per minute.
6. The publicly owned portion of the water main will be designed to meet the 2020 City of The Dalles Standard Specifications for Construction.
7. The privately owned and operated portion of the water main will be designed to meet the latest edition of the State of Oregon Plumbing Code requirements.

These design parameters are all within the standard operating procedures for Tenneson Engineering for our engineering design projects. Tenneson Engineering understands minimizing costs is a key priority to its clientele. We will work with the project team in any fashion necessary to develop alternatives that keep construction costs as low as possible. Tenneson Engineering has experience with design-build projects and could further explore this option for the development of the project with the project team. Tenneson Engineering has reviewed the RFP documents and fully understands all requirements, deliverables, and project documents required for this work.

Tenneson Engineering's leads for this work will be Benjamin B. Beseda and Darrin O. Eckman. Mr. Beseda will be fully responsible for any survey needs including boundary locations, topographic mapping, and development of easement documents should any be required. He will also be involved in the final design considerations for the waterline location. Mr. Eckman will be the lead for completion of the construction plans and contract and bid documents. Mr. Eckman and Mr. Beseda both have over 25 years of experience with projects of this nature in the Mid-Columbia region and were the engineers of record for all of the above mentioned projects. Both are well versed in regulatory requirements and design realities for projects within the Mid-Columbia region. Another key member of the Tenneson Engineering project team will be Larry Toll. Mr. Toll is a past Wasco County Watermaster and long term member of The Dalles

Country Club. Mr. Toll is well versed in the operations and water needs for the Country Club water system. Utilization of Mr. Toll's knowledge of the existing water system will be key in determining the best, most efficient, and cost effective design for this project.

Tenneson Engineering's cost for completion of the construction documents, contract specifications, and bid documents is \$29,500.00. Our fee includes permitting through Wasco County Planning, Oregon Department of Transportation and Wasco County Building Codes, but excludes any application, permit, or review fees. It also excludes any archaeological studies that may be required. Tenneson anticipates billing cycles coinciding with the percentage complete draft design document schedule within the project document listing. We anticipate that fees for construction period services will be negotiated on an as-needed basis when construction commences.

This concludes our response to the Request for Proposals for the Country Club Water Main Design Project. Again, Tenneson Engineering appreciates the opportunity to complete this proposal and looks forward to answering any questions the County may have in their review.

Sincerely,

TENNESON ENGINEERING CORPORATION



Darrin O. Eckman, P.E.
Vice President

BBB:kb
<prosp.1554>



AGENDA ITEM

Work Session

[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO AGENDA](#)



TK
Golf Academy

Connecting with Our Community

ABOUT...

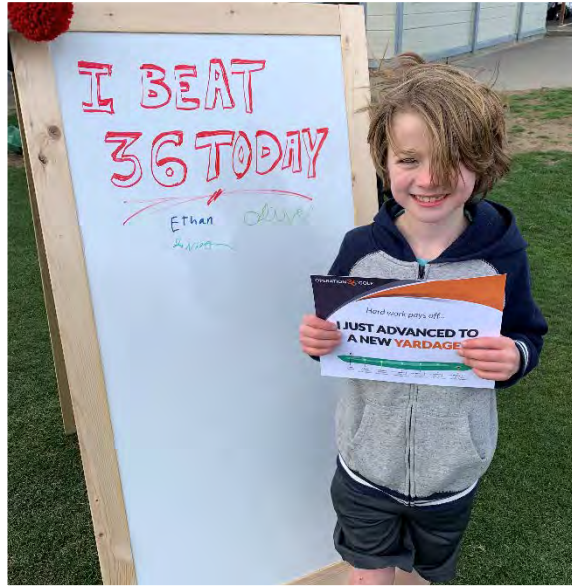
- Arrived in The Dalles on July 5th, 2020
- PGA Member since 2008
- Certifications include SNAG, ADM, Op36 and NFHS
- Awarded TOP 50 Coach for Operation36 and Nominated for OPGA Player Development Award

Travis Kane, PGA

TK Golf Academy | The Dalles, OR



Who We Serve...



Who We Serve...





Who We Serve...

Who We Serve...

Class	#
Op36	82
PeeWee	19
School Dist.	17
Summer	23
Individual	36



Program Demographics

51 Total Families **82** Total Golfers



Juniors (Age < 18)

45.1%



Female
(3%)
Male
(19%)
Other
(0%)

Adults (Age 18+)

54.9%



Female
(67%)
Male
(20%)
Other
(0%)

PGA
jr. league

PGA
family cup



OPERATION 36® GOLF
TOP 50 COACH

What Does the Future Hold?



Indian Creek
GOLF COURSE

Questions:



Travis Kane, PGA
773-562-1294 (c)

www.tkgolfacademy.com



[@tkgolfacademy.com](https://www.instagram.com/tkgolfacademy)

