



## AGENDA: REGULAR SESSION

WEDNESDAY, JULY 21, 2021

WASCO COUNTY BOARD OF COMMISSIONERS

Wasco County Courthouse, 511 Washington Street, Suite 302, The Dalles, OR

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

**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.*

<b>9:00 a.m.</b>	<p><b>CALL TO ORDER</b></p> <p>Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board.</p> <p><b>Corrections or Additions to the Agenda</b></p> <p><b>Discussion Items:</b> <a href="#">Weed Contract Modification</a>; <a href="#">ORMAP Agreement</a>; <a href="#">Fair Board Appointments</a> (<i>Items of general Commission discussion, not otherwise listed on the Agenda</i>)</p> <p><b>Consent Agenda:</b> <a href="#">7.7.2021 Regular Session Minutes</a> (<i>Items of a routine nature: minutes, documents, items previously discussed.</i>)</p>
<b>9:30 a.m.</b>	<a href="#">Bridges to Change Contract Renewal</a> – Fritz Bachman
<b>9:40 a.m.</b>	<a href="#">Annex A Renovations</a> – Matthew Klebes
<b>9:50 a.m.</b>	<a href="#">Wildlife Management</a> – Jon Belozar
<b>10:00 a.m.</b>	<a href="#">Executive Session</a> – Pursuant to ORS 192.660(2)(h) Conferring with Legal Counsel
	<b>COMMISSION CALL</b>
	<b>NEW/OLD BUSINESS</b>
	<b>ADJOURN</b>

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



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION

JULY 21, 2021

This meeting was held in Room 302 of the Wasco County Courthouse & 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. with the Pledge of Allegiance. Ms. Clark asked to add the August 18<sup>th</sup> Board Session to the Discussion List. Vice-Chair Schwartz asked to add a recent email from APHIS' Shane Koyle to the Discussion List.

**Department Directors**

HUMAN RESOURCES

Human Resources Director Nichole Biechler announced that we have just implemented heat related illness training which is required by OSHA and must be completed by August 1, 2021. OSHA enacted a temporary rule that includes a requirement for staff to understand and recognize heat related illness with an emergency plan to respond. We have PowerPoint training and a guide book very specific to teams that work outside but the training is for everyone.

Ms. Biechler went on to say that staff has been very appreciative of the recent wage increase supported by the Board. She stated that they also understand that there will be additional work to review and revise our compensation plan.

COMMUNITY CORRECTIONS

Community Corrections Manager Fritz Bachman stated that the State budget for Community Corrections has been released; total amounts are higher than we

predicted in our budgeting process. The State is filling a gap identified through a cost study. With this new information, he will be putting together expenses for both Wasco and Sherman Counties. Mr. Stone added that there will likely be a budget adjustment to recognize the additional funds.

Chair Hege asked how the transition is going to integrate Sherman County's clients into our program. Mr. Bachman replied that the transition is complete and Sherman County provided a reasonable beginning fund balance for the program. As he calculates expenses, he will proportionally account for the services between the two counties.

Vice-Chair Schwartz asked if he will need more staff. Mr. Bachman said that it is unlikely. We acquired a Probation Officer from Sherman County and we expect a retirement in the near future. When that retirement occurs, he will look at the budget and adjust accordingly.

#### Discussion List – Weed Control Agreement Modification

Public Works Director Arthur Smith explained that this is a modification to an existing agreement to spray noxious weeds on federal lands. The need for the additional work arose from last year's White River fire; the weed seeds are not killed by the fire and come back aggressively. They have identified about 100 acres to be treated. The modification extends the contract by a year and includes the additional area. Wasco County updates rates annually to account for staff, supplies and equipment costs. We do not make money on the work, but we do break even.

Chair Hege asked about the terrain. Mr. Smith replied that some work will be roadside work and other will require a 4-wheel drive or ATV. He noted that skeleton weed is nearly impossible to completely eradicate.

**{{Vice-Chair Schwartz moved to approve Modification 4 to USDA Forest Service Agreement 17-SA-11060600- 017. Commissioner Kramer seconded the motion which passed unanimously.}}**

#### Discussion List – ORMAP Agreement

Survey and Engineering Technician Ivan Dohahue reviewed the memo included in the Board Packet along with the map. He said that the green areas of the map have been completed for the data gathering. The salmon colored area is what will be covered in this grant cycle – 50,700 acres and 65 control points. This will clean up

our southern border areas. The next grant will go further north to areas around The Dalles that have not already been done.

Mr. Donahue went on to say that he has been training for the past 18 months to do the remapping work. We have been collecting data for 11 years and when the work is completed, there will be clean transitions of property lines to within 1 foot.

County Surveyor Brad Cross said that he wants to recognize Mr. Donahue's work; he has been very successful in leveraging the State to get training without going out for additional grants. This has worked for other counties as well. In the future, we may be able to offer this service to other counties.

Chair Hege asked who goes out to find the control points. Mr. Donahue responded that he does some of the work and in the summer we have interns doing the work.

Chair Hege asked if Warm Springs and federal lands are excluded from this project. Mr. Donahue replied affirmatively; adding that there is talk about getting that data as well, sometime in the future.

**{{{Commissioner Kramer moved to approve the ORMAP IGA Contract #DOR-313-21. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}**

#### Discussion List – Fair Board Appointments

Ms. Clark explained that there are two vacancies on the Fair Board - Chris Schanno and Ken Polehn chose not to be reappointed. We have received two applications which have been reviewed by the Fair Board and received their recommendation. The Board requested that letters of thanks be sent to Mr. Polehn and Mr. Schanno for their years of service.

**{{{Vice-Chair Schwartz moved to approve Orders 21-039 and 21-040 appointing Kathy Lamoreaux and Brandon Ashley to the Wasco County Fair Board. Commissioner Kramer seconded the motion which passed unanimously.}}}**

#### Discussion List – August 18 BOC Session

Ms. Clark reminded the Board that they requested a light agenda for August 18<sup>th</sup> in order to allow for travel time to the Eastern Oregon Economic Summit being held in Hermiston, Oregon. She reported that she has been able to keep that schedule



open with the exception of a housing update which can also be moved to the September 1<sup>st</sup> agenda.

Ms. Clark went on to point out that Mid-Columbia Economic Development District is holding a meeting for local public transportation: **Connect Mid-Columbia**, a regional discussion to enhance the Mid-Columbia Comprehensive Economic Development Strategy. The meeting is scheduled for 8:30 a.m. – 10:30 a.m. on August 18<sup>th</sup>. In order to allow for the Board to attend this meeting, we would have to cancel the August 18<sup>th</sup> BOC Session. Brief discussion ensued.

**\*\*\*The Board was in consensus to cancel the August 18, 2021 meeting of the Board of County Commissioners.\*\*\***

Discussion List – APHIS Email

Vice-Chair Schwartz read the following email from USDA Wildlife Services District Supervisor Shane Koyle:

*Commissioners,*

*I appreciate you renewing our wildlife management contract in Wasco County. As you are probably aware there is no shortage of ravens in the county. Myself and OR Dept. of Environmental Quality met with Waste Connections about assisting them in mitigating the ravens at the landfill and now we are in the processes of reaching out to the orchard owners near the landfill to see if they would like our assistance also. For work we do on the landfill we will ask for waste connections to fund that. However I'm hoping to get the commissions blessing to use a portion of the funds of our county agreement to assist these orchard owners who are losing fruit to ravens. I say a portion as I think it is wise to make sure there are still funds available for other issue that may arise in the county such as predator control. I think protecting orchards is a wise use of the agreement funds but due to it being a new concept, thought I would run it by the commission first. Thoughts.*

Brief discussion ensued.

**\*\*\*The Board was in consensus for APHIS to apply contracted funding to address the bird problem around the Wasco County Landfill.\*\*\***

Consent Agenda – 7.7.2021 Minutes

**{{{Commissioner Kramer moved to approve the Consent Agenda. Vice-Chair**

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

**Public Comment**

Gary Wade stated that all the orchardists here are supportive of anything the Board can do to control the bird population at the landfill. Not only does it threaten the crop, but it is a health hazard as they excrete on the fruit and could shut down the orchards. He thanked the Board for agreeing to let that process move forward.

Chair Hege asked why the problem has increased in recent years. Mr. Wade replied that he does not know except that the landfill has grown in area; the bird population has set up residence and grown with it.

Chair Hege asked what the plan is to address it. Mr. Wade answered that it is being worked out; he has not seen it yet. They have used some small fireworks but that only disperses the birds for a short time. He said that if you visit the orchard in the afternoon, you will see between one and three-hundred crows. Orchard view has a large planting and they are also affected by it. It is getting worse every year; it is difficult to get them out. It will take a concerted effort and a good plan.

Chair Hege commented that he has seen this same problem in vineyards with starlings. He asked if the orchardists are working with them to address the problem.

Mr. Wade replied affirmatively, saying that they have had several meetings. There was a brief discussion around what agencies are involved. Brenda Thomas stated that it would be helpful to have a timeline for the plan.

Extension Service District Assistant Professor of Horticulture Ashley Thompson said they have been working on this issue for 4 years. She stated there is concern about how the contractor being discussed later this morning would impact the APHIS work. She said the orchardists want to insure that APHIS continues to do work at the landfill.

Commissioner Kramer stated that we have two issues – a bird issue in the northern portion of the county and a predator issue in the south end of the county. He said he wants to hire those most qualified to address those two specialized issues. He said that he believes we can split that between the two contractors and we will talk about that later this morning.

Mr. Wade said he wants to point out that the cherry industry is an economic driver for the county and we need to get the work done to solve the issue of the birds.

Chair Hege asked if the bird issue is around the landfill. Ms. Thompson responded that it is primarily around the landfill but is spreading throughout the county. She reported that they have even observed groups of crows engaging in aerial fights with hawks.

Orchardist Mike Omeg stated that on the Mill Creek side, the population of ravens and crows is increasing. He stated that at one time we had only one species of cherry growing in the county which meant unified ripening timelines. Now there are a number of cherry varieties in the county – some with early harvest and some with late harvest. That extends the harvest timeline and provides a steadier, long-term source for the birds.

Ms. Thompson said that she cannot overstate the potential impact of a salmonella outbreak in the cherry industry. Mr. Wade said that there is work in the industry on bird abatement but this is above and beyond what the local orchardists can be expected to deal with on their own.

#### Agenda Item – Bridges to Change Contract Renewal

Mr. Bachman said that this contract is the same as previous agreements with Bridges to Change other than some reductions in the cost to the County. He explained that we first engaged with Bridges to change in 2017; it has been a successful program that we do not want to lose as a result of our funding restrictions. He stated that Bridges to Change has successfully sought outside funding opportunities to help offset the County's costs. The total amount of the cost to the county as outlined in today's agreement is the minimum we can pay to maintain our transitional housing.

Mr. Bachman shared a graph (attached) demonstrating the significant drop in recidivism since the program has operated in Wasco County. He commented that even if a client does not graduate the program, it plants a seed and often sets them on a new, more positive path. Housing is an important part of recovery – it provides the foundation needed for success. He observed that Bridges to Change is well-connected throughout the state and is great to partner with; the program is a benefit to the county.

Commissioner Kramer commented that he is glad there is more funding for this

program. Vice-Chair Schwartz asked if this is a program that has experienced cuts due to funding. Mr. Bachman replied that we reduced the number of peer mentors funded by the County. Vice-Chair Schwartz asked if we will be able to do more in this program with the additional funds we will be receiving. Mr. Bachman replied that the additional funding coming to Wasco County Community Corrections will not go to this program. However, other State funding programs are and will be available directly to the program.

Ms. Biechler asked what those funding streams will be. She said that she has heard Bridges to Change has done great work in our community and she hopes they can continue. Mr. Bachman replied that this past spring they received funding through Ballot Measure 110. There should be some annual funding available through that measure. Bridges has positioned themselves to provide that service and is collaborating with MCCFL and the Health Council. He said that the program is here to stay even outside of its relationship with the County.

Chair Hege commented that this program, as much as any other, has been a wonderful success; even the neighbors of the transitional houses are pleased.

**{{{Commissioner Kramer moved to approve the Transitional Housing and Support Services Program Personal Services Contract between Wasco County and Bridges to Change. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}**

#### Agenda Item – Annex A Renovations

Administrative Services Director Matthew Klebes reviewed the memo included in the Board Packet. He said that improvements to Annex A will include replacing an ADA ramp. The work will allow Public Health to consolidate their offices into one building and they will be assisting with the funding for the project.

Commissioner Kramer asked if this project will help support future projects. Mr. Klebes replied affirmatively, saying that we have plans to renovate other County facilities; this will allow us space to relocate staff while renovations are completed.

Vice-Chair Schwartz asked if the current ramp is unusable. Mr. Klebes responded that he has closed the ramp due to significant deterioration. He said he has had some preliminary conversations with contractors. He believes the metrics for an ADA compliant ramp is 1 foot of ramp for every 1 inch of rise.

Vice-Chair Schwartz commented that NCPHD wants to be in one building and this will be good. However, the second floor needs paint and flooring as well as bathroom renovations. Mr. Klebes said that part of the NCPHD contribution will help pay for supporting Facilities and IT in moving furnishings and technology; we may need to hire some temporary help.

Vice-Chair Schwartz asked if the estimates are recent. Mr. Klebes replied that what is in the memo is a rough estimate, although Bell Design's estimate for the ramp is fairly recent. We are exploring costs for other renovation components.

Vice-Chair Schwartz said that she noticed people working on the roof of the Annex yesterday. Mr. Klebes said that the Board approved agreements four or five months ago for telecommunications towers which generate revenue for the County.

**\*\*\*The Board was in consensus for The Administrative Services Director to move forward with plans to complete renovations on Annex A.\*\*\***

**Agenda Item – Wildlife Management**

Commissioner Kramer said that he feels we have two issues to address and he wants to make sure we are capable of protecting life and property as needed. He stated that he has been communicating with Mr. John Belozer for a couple of months and he is here to answer any questions. He stated that he does not see an issue with two agreements; we just need to provide the best service we can for our citizenry.

Mr. Belozer said that he has made proposals and executed agreements with Jefferson and Crook Counties. He said he is proposing a similar agreement with Wasco County at the same funding level as Wasco County has budgeted. He acknowledged that the County is trying to keep wildlife services through APHIS for the landfill. His agreement would be throughout the county for other predators that threaten livestock or humans.

Ms. Clark stated that this morning she received an email with public comment on this topic. She read the email into the record:

*I will not be able to attend the zoom meeting today regarding Jon Belozer's contract for predator control in Wasco County. As a landowner and president of the North Central Livestock Association, I have spoke with many locals who would like to see*

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*Jon Belozer continue to be our predator control agent. Jon has developed good relationships with numerous landowners and many of us feel that he is the most qualified for this position.*

*Because I could not make the call today I just wanted my voice and many others in the community to be heard, that we support keeping Jon Belozer as our predator control agent.*

*Jerod Warnock*

Peter Grubb with Young Life Family Ranch said that he has been at the Ranch for 12 years. The resource Mr. Belozer has provided when working with APHIS is essential to their operations. They have approximately 1,000 kids a week at the Ranch and have cougars in close proximity. The threat needs to be handled quickly and unobtrusively; traps do not really work. He said he does not want to see Mr. Belozer's wildlife management service disappear as an option. He stated that they have been able to trust Mr. Belozer to take care of the issue with respect to what they do at the Ranch.

Kevin Duling said that they have had numerous run-ins with mountain lions posing a threat to humans and livestock. He reported that every time they have contacted Mr. Belozer, he is there within 1-4 hours. What he does with his dogs and how he manages the issue is phenomenal. We do not want to lose that resource.

Bob Krein reported that this issue has come up at fire district and watershed meetings. He said he agrees with all that has been said. He stated that they have had kills close to their buildings; Mr. Belozer responds quickly with unique expertise. It is something that they strongly support and he believes it is a reasonable request.

Amy McNamee said that she does not have anything to add in her support of this agreement. She said the subject comes up frequently in their livestock meetings.

Shane Gomes stated that he has been in Antelope for 46 years and this is a big issue. He stated that he agrees with all that has been said. He observed that with all that Mr. Belozer does there is a huge trust component. He stated that he would not let just anybody on his property and Mr. Belozer has earned their trust over the 30 years he has been working here. He stated that when Mr. Belozer retires, he will have trained someone and will transition the work to that person who will have

also earned the trust of the locals. He pointed out that it is not just south Wasco County that can benefit from this – skunks and coyotes can be a problem throughout the county. He stated that APHIS does not have an aviation program in the state and he believes the County contribution should be higher than what is being proposed. He asked how much money the County puts into the work at the landfill.

Commissioner Kramer responded that he does not believe we have been billed for any work at the landfill. We have an issue now and we are going to put some money toward mitigating that issue. What we are discussing now is the predator control, which is where we should focus our conversation.

Mr. Gomes asked what the proposal is for Mr. Belozer's contract. Commissioner Kramer replied that there is a misprint on the proposal which he has discussed with Mr. Belozer; they have agreed to \$5,000. If we have a bigger issue and need more funding, we can find that in contingency to take care of the problem. We don't know what will be needed and there is no reason to over-budget; we need to be fiscally responsible for all the citizens of the county. He said he is still in favor of using two contracts to take care of the two issues; however, there are some legal pieces that need to be resolved.

Mr. Stone said that we traditionally have budgeted \$5,000 a year through APHIS. Several years ago, we added \$5,000 contingency for feral pigs. That work was completed in 1 year, but we have continued to carry the contingency forward in the budget. What we are looking at is to keep APHIS to address the bird issue and use the additional \$5,000 for Mr. Belozer to address the predator issue. He said that he has been working with APHIS on contract language that would make dual contracting acceptable; they are uncomfortable with the idea of private/public contract competition. He said that he has suggested some language that would remove that issue and give APHIS some security. APHIS is reviewing and he is hoping to have some feedback in the next few days. He said that if the language is acceptable to them, we can proceed; if not, we currently have a contract in place with APHIS and it would be difficult to move forward without their approval.

Chair Hege observed that historically, APHIS has done it all. Mr. Stone confirmed, saying that they still can. What sets them apart is their ability to provide insecticide management at the landfill; Mr. Belozer cannot do that, but is well suited to the traditional predator control.

Commissioner Kramer proposed that Mr. Stone, County Counsel and Mr. Belozer work out the details and come back to the Board as we cannot make a decision today without feedback from APHIS.

Chair Hege said that it is unworkable for them to do the same work in overlapping areas; if we can work it out so that each works to their strengths, it would be a good solution.

Mr. Stone said that since the contract is for \$5,000, he can sign the agreement without bringing it back to the Board.

**\*\*\*The Board was in consensus for Mr. Stone to move forward with the details of the wildlife management service agreement, signing said agreement if it can be worked out to everyone's satisfaction.\*\*\***

Further discussion ensued regarding the details of the wildlife management service which includes aerial management and additional staff outside of Mr. Belozer. Mr. Belozer commented that there are still discussions in Wheeler County around his wildlife services. Vice-Chair Schwartz said that she has spoken to both APHIS and ODFW – they commended Mr. Belozer on the work he has done and acknowledge him as an expert in the field.

Mr. Wade commented that if the County is profiting from the landfill, they have a responsibility. If there is a problem with APHIS, the orchardists would like to come back and talk about that.

Marla Scruvner (sp) said that it appears the crows are proliferating as a result of the food source provided by the existence of the landfill. She asked what the county's culpability is for predator control.

Chair Hege said he does not believe we have any culpability but historically have supported that work. The County does not own or control the landfill. We are trying to address the issues and hope to have good discussion toward solutions.

Vice-Chair Schwartz pointed out that this is really around protecting our food source from both the birds and predators.

Sheila Dooley commented that citizens can help with the problem by composting more. Pesticides kill indiscriminately and can move up the food chain.



At 11 a.m. Chair Hege called for a recess.

#### Agenda Item - Executive Session

At 11:10 the session resumed and Chair Hege opened an Executive Session under ORS 192.660(2)(h) to consult with legal counsel. At one point during the Executive session, the Board returned to regular session to announce that the Executive Session would also be under ORS 192.660(2)(g) trade negotiations. In both instances, Chair Hege outlined the process for Executive Session and invited the press and authorized staff to attend the Executive Session.

The regular session resumed at 11:48 a.m.

#### Commission Call

Vice-Chair Schwartz reported that she went to the FEMA Mobile Vaccination Unit and thanked them for their work in Wasco County. They did 1,500 vaccinations and felt that the gift cards were a bonus. Their staffing came from around the country, including Georgia and Florida. OHA is going out to the orchards to do vaccinations.

Vice-Chair Schwartz announced that NCPHD permanently appointed Shellie Campbell as Executive Director. At the last NCPHD meeting the update was that we are at 63% of those over 16 having been vaccinated. Martha McGuinness presented long term goals. They are going to hold listening sessions to find out why people are not getting vaccinated and will use some of the incentive money to get people to those listening sessions. The schools are a touchy area - CDC wants children and staff not vaccinated to be masked. The Academy of Pediatrics wants all students masked. It will be up to the school boards to decide.

Vice-Chair Schwartz stated that she attended the Gorge Affordable Housing Round Table which had over 100 participants. She heard a lot of comments about what local government will do about it and what our role is. We will get a housing update at the September 1<sup>st</sup> Board Session.

Commissioner Kramer said that MCEDD has received almost \$1.4 mm from the Governor's sustainable housing project and has loaned \$320,000 which will come back quickly. They have approved another project for 32 units. . . studio, one room and two room apartments. These projects are in Hood River County.

Commissioner Kramer stated that he had a great tour with the Forest Collaborative and Rich Dodge. They saw the fire destruction and talked about private solutions. They also met with the Forest Service and talked about solutions as there is a short window to harvest damaged timber. Work should start in August or September on the approved project; they think we have found a solution on the north side to protect the private landowners with a buffer zone. They will allow the Forest Service to use private roads and property to remove the harvest.

Chair Hege said that there is a QLife proposal to build out fiber with federal money being managed by the state. We were selected as one of the projects. It was \$6.6 million; they want to dial it back to \$3.6 million. Mr. Klebes resubmitted a scaled back proposal; there is a good chance that it will be approved. In that scale back, we had to increase our contribution. Blue Mountain will be contributing \$1.1 million; the County contribution would be between \$1 and 1.6 million which would either be ARP dollars or QLife capital reserves. The project would lay fiber from Maupin, to Tygh Valley and Pine Hollow.

Vice-Chair Schwartz asked if Mr. Stone is still working on a priority list for the American Recovery Plan funds. Mr. Stone replied affirmatively, saying that he will bring that to a future Board session.

Chair Hege adjourned the session at 12:05 p.m.

### Summary of Actions

#### MOTIONS

- **To approve Modification 4 to USDA Forest Service Agreement 17-SA-11060600- 017.**
- **To approve the ORMAPP IGA Contract #DOR-313-21.**
- **To approve Orders 21-039 and 21-040 appointing Kathy Lamoreaux and Brandon Ashley to the Wasco County Fair Board.**
- **To approve the Consent Agenda: 7.7.2021 Minutes.**
- **To approve the Transitional Housing and Support Services Program Personal Services Contract between Wasco County and Bridges to Change.**

#### CONSENSUS

- **To cancel the August 18, 2021 meeting of the Board of County Commissioners.**
- **For APHIS to apply contracted funding to address the bird problem around the Wasco County Landfill.**

- **For The Administrative Services Director to move forward with plans to complete renovations on Annex A.**
- **For Mr. Stone to move forward with the details of the wildlife management service agreement, signing said agreement if it can be worked out to everyone's satisfaction.**

Wasco County  
Board of Commissioners



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Scott C. Hege, Commission Chair



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Kathleen B. Schwartz, Vice-Chair



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Steven D. Kramer, County Commissioner



## DISCUSSION LIST

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[WEED CONTROL CONTRACT MODIFICATION](#) – Arthur Smith

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[ORMAP AGREEMENT](#) – Ivan Donahue

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[FAIR BOARD APPOINTMENTS](#) – Kathy Clark

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## DISCUSSION ITEM

### Weed Contract Modification

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[STAFF MEMO](#)

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[USDA FOREST SERVICE WEED CONTRACT MODIFICATION 4](#)

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[MOTION LANGUAGE](#)

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## MEMORANDUM

**SUBJECT: Weed Control Contract Modification**

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TO: BOARD OF COUNTY COMMISSIONERS

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FROM: ARTHUR SMITH

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DATE: 7.13 2021

### **BACKGROUND INFORMATION:**

This modification extends the agreement end date and add more funding to complete the additional work.



<b>MODIFICATION OF GRANT OR AGREEMENT</b>	PAGE 1	OF PAGES 3+2 Appendices
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1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: <b>17-SA-11060600-017</b> <b>Noxious Weeds Treatment</b>	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: <b>4</b>
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4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):  <b>Mount Hood National Forest</b> <b>16400 Champion Way</b> <b>Sandy, OR 97055-7299</b>	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):  <b>Mount Hood National Forest</b> <b>16400 Champion Way</b> <b>Sandy, OR 97055-7299</b>
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6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county):  <b>Wasco, County of</b> <b>511 Washington St., Suite 207</b> <b>The Dalles, OR 97058-2237</b>	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):  <b>N/A</b>
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**8. PURPOSE OF MODIFICATION**

<b>CHECK ALL THAT APPLY:</b>	<p>This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.</p> <p><input checked="" type="checkbox"/> CHANGE IN PERFORMANCE PERIOD: Update Provision V.KK. COMMENCEMENT/EXPIRATION DATE to extend agreement expiration date from 12/31/2021 to 12/31/2022; see Block 9.</p> <p><input checked="" type="checkbox"/> CHANGE IN FUNDING: Add U.S. Forest Service funding in the amount of \$11,050.00 for continuation of the project. All previously obligated funds remain available for use. See attached Appendix B for updated Technical Proposal. The Project Map remains unchanged.</p> <p><input checked="" type="checkbox"/> ADMINISTRATIVE CHANGES: Update and replace Provisions V.R. AGREEMENT CLOSEOUT, and V.T. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS; See Box 9.</p> <p><input checked="" type="checkbox"/> OTHER (Specify type of modification): Update Provision IV.F. PAYMENT/REIMBURSEMENT; See Box 9.</p>
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**Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.**

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

This Modification extends the agreement expiration date to 12/31/2022 and adds U.S. Forest Service funding in the amount of \$11,050.00 for continuation of the project, and incorporates an updated Technical Proposal, Appendix B.

IV.F. PAYMENT/REIMBURSEMENT. The Forest Service shall reimburse Wasco County for the Forest Service's share of actual expenses incurred, not to exceed \$11,050.00, as shown in the Financial Plan, Appendix D. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of Wasco County's monthly invoice. Each invoice from Wasco County shall display the total project costs for the billing period, separated by U.S. Forest Service and Wasco County's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display Wasco County's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. Wasco County's name, address, and telephone number.
2. U.S. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by Forest Service and Wasco County share with in-kind contributions displayed as a separate line item.



- 6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
- 7. Cumulative amount of Forest Service payments to date.
- 8. Statement that the invoice is a request for payment by "reimbursement".
- 9. If using SF-270, a signature is required.
- 10. Invoice Number, if applicable.

The invoice must be forwarded to:

EMAIL: SM.FS.ASC\_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service  
 Albuquerque Service Center  
 Payments – Grants & Agreements  
 101B Sun Ave NE  
 Albuquerque, NM 87109

Send a copy to: Chad Atwood at: chad.atwood@usda.gov.

V.R. AGREEMENT CLOSEOUT. Within 120 days after expiration or notice of termination the parties shall close out the award/agreement.

Any unobligated balance of cash advanced to Wasco County must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 120 days following the date of expiration or termination of this grant, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by Wasco County

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

V.T. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the grant/agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

Wasco County shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with Wasco County's final payment request, or separately, but not later than 120 days from the expiration date of the grant/agreement.

**10. ATTACHED DOCUMENTATION (Check all that apply):**

<input type="checkbox"/>	Revised Scope of Work
<input checked="" type="checkbox"/>	Revised Financial Plan - Appendix D
<input checked="" type="checkbox"/>	Other: Technical Proposal - Appendix B





**11. SIGNATURES**

**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. WASCO COUNTY SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): <del>STEVE KRAMER</del> Scott Hege		11.F. NAME (type or print): DUANE BISHOP	
11.G. TITLE (type or print): Chairman Wasco County Board of Commissioners		11.H. TITLE (type or print): Acting Forest Supervisor Mount Hood National Forest	

**12. G&A REVIEW**

12.A. The authority and format of this modification have been reviewed and approved for signature by:	12.B. DATE SIGNED
  <u>DEBRA MACLEAN (17SA11060600017 Mod 4)</u> U.S. Forest Service Grants & Agreements Specialist	

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

**Appendix B**  
**2021 Noxious Weed Treatment Technical Proposal**  
**Mt. Hood National Forest / Wasco County**  
**17-SA-11060600-017**  
**Modification 4**

**Plan of Work:**

Acres to be treated: Approximately 100  
Survey and monitoring will also be accomplished while performing treatment activities

Summary of treatment sites:

1. Treatment sites within the White River Fire Perimeter
  - 1-021 – 2110-250 road (12 acres)
  - 1-023 – 2120 road (10 acres)
  - 1-025 – 2110-270 road (10 acres)
  - 1-029 – 2110 road (20 acres)
  - 1-031 - 2120-330 (5 acres)
  - 1-032 - 2130/4310 roads (20 acres)
  - 1-085 - 2130-230 and 220 roads (10 acres)

**Weed Treatment and Quality Control**

*No changes from the previous Modification 3.*

The U.S. Forest Service will assist Wasco County with some survey efforts, application work, and pre-season work planning. U.S. Forest Service staff will be conducting early detection and rapid response (EDDR) surveys within the White River Fire Perimeter utilizing Burned Area Emergency Response (BAER) funding and may direct work to additional sites if needed. Post application monitoring will be done by the U.S. Forest Service.

NEPA documentation:

FEIS for Site Specific Invasive Plant Treatments for Mt. Hood National Forest and Columbia River Gorge National Scenic Area in Oregon. (March 2008)

Treatment maps and herbicide treatment forms will be provided by the U.S. Forest Service. ***Herbicide Treatment Forms will be requested quarterly due to updated National reporting requirements.*** The information is used to report accomplishments to Congress.

Attachment:

USFS Agreement No.:

Mod. No.:

Cooperator Agreement No.:

**Note: This Financial Plan may be used when:**  
**(1) No program income is expected and**  
**(2) The Cooperator is not giving cash to the FS and**  
**(3) There is no other Federal funding**

**Agreements Financial Plan (Short Form)**

**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a)  Noncash	(b)  Cash to Cooperator	(c)  Noncash	(d)  In-Kind	
Direct Costs					
Salaries/Labor	\$1,870.00	\$6,000.00	\$1,200.00	\$0.00	\$9,070.00
Travel	\$102.00	\$3,800.00	\$760.00	\$0.00	\$4,662.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$100.00	\$245.45	\$1,200.00	\$0.00	\$1,545.45
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$2,072.00	\$10,045.45	\$3,160.00	\$0.00	\$15,277.45
Coop Indirect Costs		\$1,004.55	\$316.00		\$1,320.55
FS Overhead Costs	\$248.64				\$248.64
Total	\$2,320.64	\$11,050.00	\$3,476.00	\$0.00	\$16,846.64
<b>Total Project Value:</b>					\$16,846.64

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 79.37%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 20.63%
Total (f+g) = (h)	(h) 100.00%

## WORKSHEET FOR

### FS Non-Cash Contribution Cost Analysis, Column (a)

#### Salaries/Labor

##### Standard Calculation

Job Description	Cost/Day	# of Days		Total
Program Manager, GS-12	\$410.00	2.00		\$820.00
Botanist, GS-11	\$350.00	3.00		\$1,050.00

##### Non-Standard Calculation

<b>Total Salaries/Labor</b>	<b>\$1,870.00</b>
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#### Travel

##### Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
Fleet	1.00	\$51.00	2.00		\$102.00

##### Non-Standard Calculation

<b>Total Travel</b>	<b>\$102.00</b>
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#### Equipment

##### Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total

##### Non-Standard Calculation

<b>Total Equipment</b>	<b>\$0.00</b>
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#### Supplies/Materials

##### Standard Calculation

Supplies/Materials	# of Items	Cost/Item		Total

##### Non-Standard Calculation

Misc. supplies, flagging, signs etc.	\$100.00
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<b>Total Supplies/Materials</b>	<b>\$100.00</b>
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#### Printing

##### Standard Calculation

Paper Material	# of Units	Cost/Unit		Total
				\$0.00

##### Non-Standard Calculation

<b>Total Printing</b>	<b>\$0.00</b>
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#### Other Expenses

##### Standard Calculation

Item	# of Units	Cost/Unit		Total

##### Non-Standard Calculation

<b>Total Other</b>	<b>\$0.00</b>
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<b>Subtotal Direct Costs</b>	<b>\$2,072.00</b>
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**Forest Service Overhead Costs**

Current Overhead Rate	Subtotal Direct Costs		Total
12.00%	\$2,072.00		\$248.64
<b>Total FS Overhead Costs</b>			<b>\$248.64</b>

<b>TOTAL COST</b>	<b>\$2,320.64</b>
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## WORKSHEET FOR

### FS Cash to the Cooperator Cost Analysis, Column (b)

#### Salaries/Labor

##### Standard Calculation

Job Description		Cost/Day	# of Days		Total
Certified Pesticide Applicator		\$600.00	10.00		\$6,000.00

##### Non-Standard Calculation

<b>Total Salaries/Labor</b>	<b>\$6,000.00</b>
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#### Travel

##### Standard Calculation

Travel Expense	# of Units	Cost/Day	# of Days		Total
Truck w/spray equipment	1	\$380.00	10.00		\$3,800.00

##### Non-Standard Calculation

<b>Total Travel</b>	<b>\$3,800.00</b>
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#### Equipment

##### Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total

##### Non-Standard Calculation

<b>Total Equipment</b>	<b>\$0.00</b>
------------------------	---------------

#### Supplies/Materials

##### Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total

##### Non-Standard Calculation

Herbicide	\$175.00
Adjuvant	\$70.45

<b>Total Supplies/Materials</b>	<b>\$245.45</b>
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#### Printing

##### Standard Calculation

Paper Material		# of Units	Cost/Unit		Total

##### Non-Standard Calculation

<b>Total Printing</b>	<b>\$0.00</b>
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#### Other Expenses

##### Standard Calculation

Item		# of Units	Cost/Unit		Total

##### Non-Standard Calculation

<b>Total Other</b>	<b>\$0.00</b>
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<b>Subtotal Direct Costs</b>	<b>\$10,045.45</b>
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**Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs	Total
10.00%	\$10,045.45	\$1,004.55
<b>Total Coop. Indirect Costs</b>		<b>\$1,004.55</b>

<b>TOTAL COST</b>	<b>\$11,050.00</b>
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## WORKSHEET FOR

### Cooperator Non-Cash Contribution Cost Analysis, Column (c)

#### Salaries/Labor

##### Standard Calculation

Job Description	Cost/Day	# of Days		Total
Certified Pesticide Applicator	\$600.00	2.00		\$1,200.00

##### Non-Standard Calculation

<b>Total Salaries/Labor</b>	<b>\$1,200.00</b>
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#### Travel

##### Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
Truck w/spray equipment	1	\$380.00	2.00		\$760.00

##### Non-Standard Calculation

<b>Total Travel</b>	<b>\$760.00</b>
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#### Equipment

##### Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total

##### Non-Standard Calculation

<b>Total Equipment</b>	<b>\$0.00</b>
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#### Supplies/Materials

##### Standard Calculation

Supplies/Materials	# of Units	Cost/Day	# of Days		Total

##### Non-Standard Calculation

Personal Protective Equip.	\$200.00
Hazmat Spill Kits	\$500.00
Herbicide & Adjuvants	\$500.00

<b>Total Supplies/Materials</b>	<b>\$1,200.00</b>
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#### Printing

##### Standard Calculation

Paper Material	# of Units	Cost/Unit		Total

##### Non-Standard Calculation

<b>Total Printing</b>	<b>\$0.00</b>
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#### Other Expenses

##### Standard Calculation

Item	# of Units	Cost/Unit		Total

##### Non-Standard Calculation

<b>Total Other</b>	<b>\$0.00</b>
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<b>Subtotal Direct Costs</b>	<b>\$3,160.00</b>
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**Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs	Total
10.00%	\$3,160.00	\$316.00
<b>Total Coop. Indirect Costs</b>		<b>\$316.00</b>

<b>TOTAL COST</b>	<b>\$3,476.00</b>
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## MOTION

**SUBJECT: USDA Forest Service Weed Contract Modification**

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I move to approve Modification 4 to USDA Forest Service Agreement 17-SA-11060600-017.



## DISCUSSION ITEM

### ORMAP Agreement

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[DEPARTMENT OF REVENUE SPRING 2021 ORMAP AGREEMENT](#)

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[MOTION LANGUAGE](#)

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**DEPARTMENT OF REVENUE  
ORMAP INTERGOVERNMENTAL AGREEMENT  
CONTRACT #DOR-313-21**

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 **\$50,700.00** (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 **June 30, 2022** ("Project Completion Date"). Final billing for the Project shall be submitted to the Department on or before **July 8, 2022**.

**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, Senior Operations Analyst, 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

May 11, 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 ORMMap program. You will soon receive a contract to formalize the ORMMap grant agreement with the Department of Revenue. The agreement will be effective from July 1, 2021 through June 30, 2022.

Listed below are the deliverables as outlined in your grant request. In order to expedite the payment process for you, please use the "ORMMap Invoice" form, you can download a copy from the ORMMap 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	65 Control Points	\$50,700.00
2		
Total		\$50,700.00

If you have questions, please contact the ORMMap 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: Spring 2021	
C. Project will help meet ORMAP Goal(s): 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/>		D. Fund Request: \$50,700	
Section II. Summary of Project			Department Assessment
A. Brief Overview of the Request			<input type="checkbox"/> Pass <input type="checkbox"/> Fail
Wasco County is seeking \$50,700.00 to capture 65 control points to continue the conversion of Wasco County tax maps to meet ORMAP technical specifications. This is the 11 <sup>th</sup> phase of a multi-year project.			
Scope and Deliverables			
Check	Deliverables	Brief description of the deliverables	
<input type="checkbox"/>	Tax Lot Conversion		
<input type="checkbox"/>	Tax Map Conversion		
<input type="checkbox"/>	Control Points	65 control points collected by the Surveyor in preparation for County remapping of township and ranges: 7S-14E, 7S-15E, 7S-16E, 7S-17E, 7S-18E and 7S-19E. 8S-14E, 8S-15E, 8S-16E, 8S-17E, 8S-18E and 8S-19E.	
<input type="checkbox"/>	Development		
<input type="checkbox"/>	Other Assistance		
<input type="checkbox"/>	Other Deliverable		
<input type="checkbox"/>	Hardware/Software		
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	65	780.00	50,700.00
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:		/s/ Jill Amery <i>See file copy</i>	

<b>F. Fiscal Coordinator – Name &amp; Contact Number:</b>	Tyler Stone, County Administrator 541-506-2520
<b>G. Project Coordinator – Name &amp; Title:</b>	Ivan Donahue Survey/Engineer and GIS Technician
<b>E-mail address:</b>	ivand@co.wasco.or.us
<b>Phone Number:</b>	503-310-7443
<b>Mailing Address:</b>	2705 E 2 <sup>nd</sup> 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 65 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 65 control points in Township 7S Range 14E, 15E, 16E, 17E, 18E and 19E. Including township 8S Range 14E, 15E, 16E, 17E, 18E and 19E for a total of (25 index maps and 586 polygons).

**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: Expected completion date June 30, 2021
- Fall 2020: Expected completion date December 31, 2021

See attached Wasco County ORMAP Status Map Spring 2021

**D. Describe, in detail, your technical approach to the project (such as, mapping methodology).**

- A. Review existing documents
- B. The Surveyor will research control points in the office.
- C. 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.**

65 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 July 2021 with completion in June 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 - \$50,700 (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 11<sup>th</sup> 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
<b>Tax Lots</b>	<b>16,446</b>	<b>4,350</b>	<b>26.5%</b>
<b>Tax Maps</b>	<b>665</b>	<b>109</b>	<b>16.4%</b>

**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 collection of the control points for this grant will complete all of township 7 and 8 South and East ranges located in Wasco County the area also includes the town of Antelope.

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.**

The majorities of control points are much further apart than previous grant cycles, with only one small urban area and based on our experience with previous grant cycles. 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. Traveling on unmaintained roads/tracks including hiking over rough terrain to collect survey control points for this grant’s remote southern area of Wasco County, we have increased the cost of the survey control points.

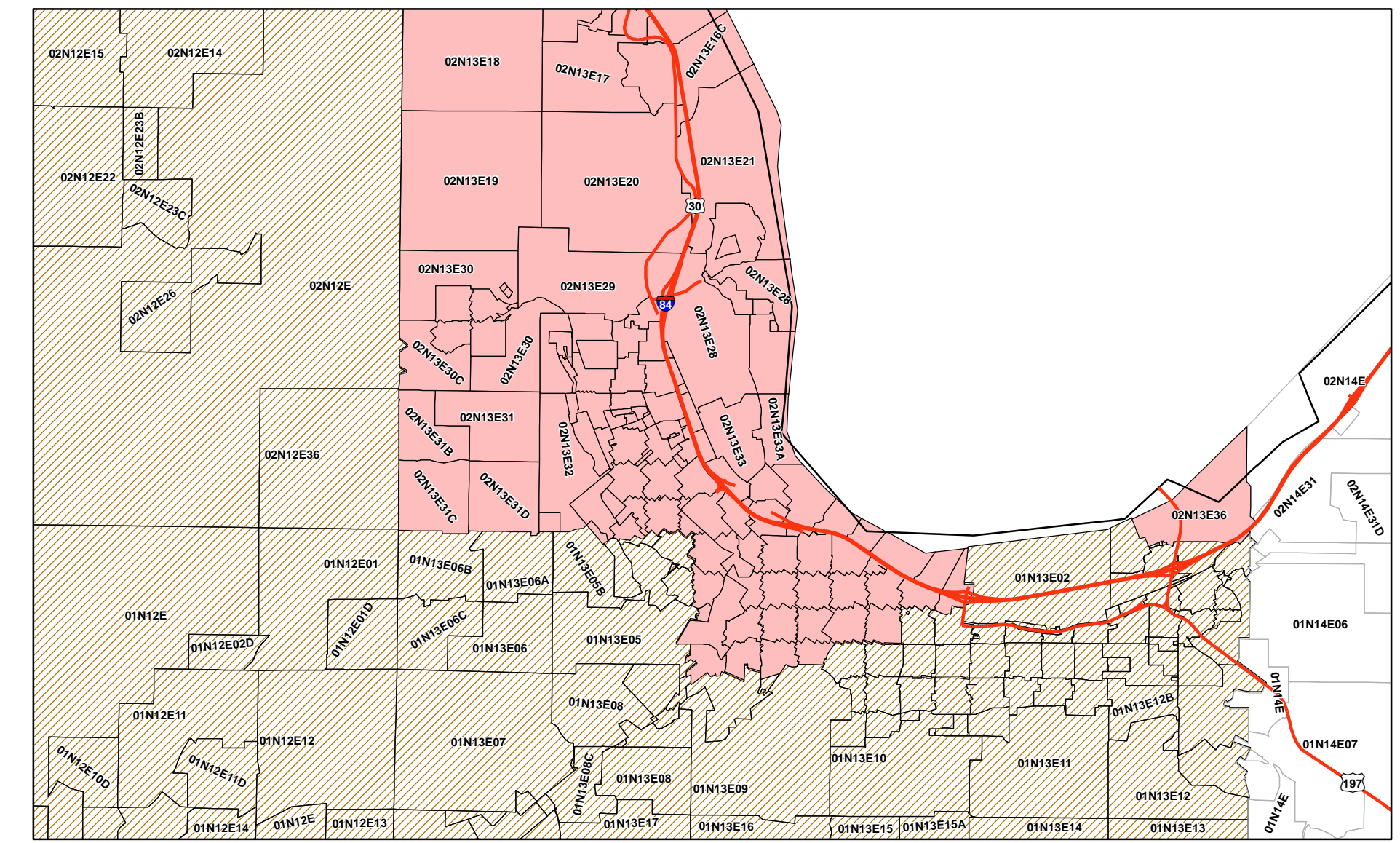
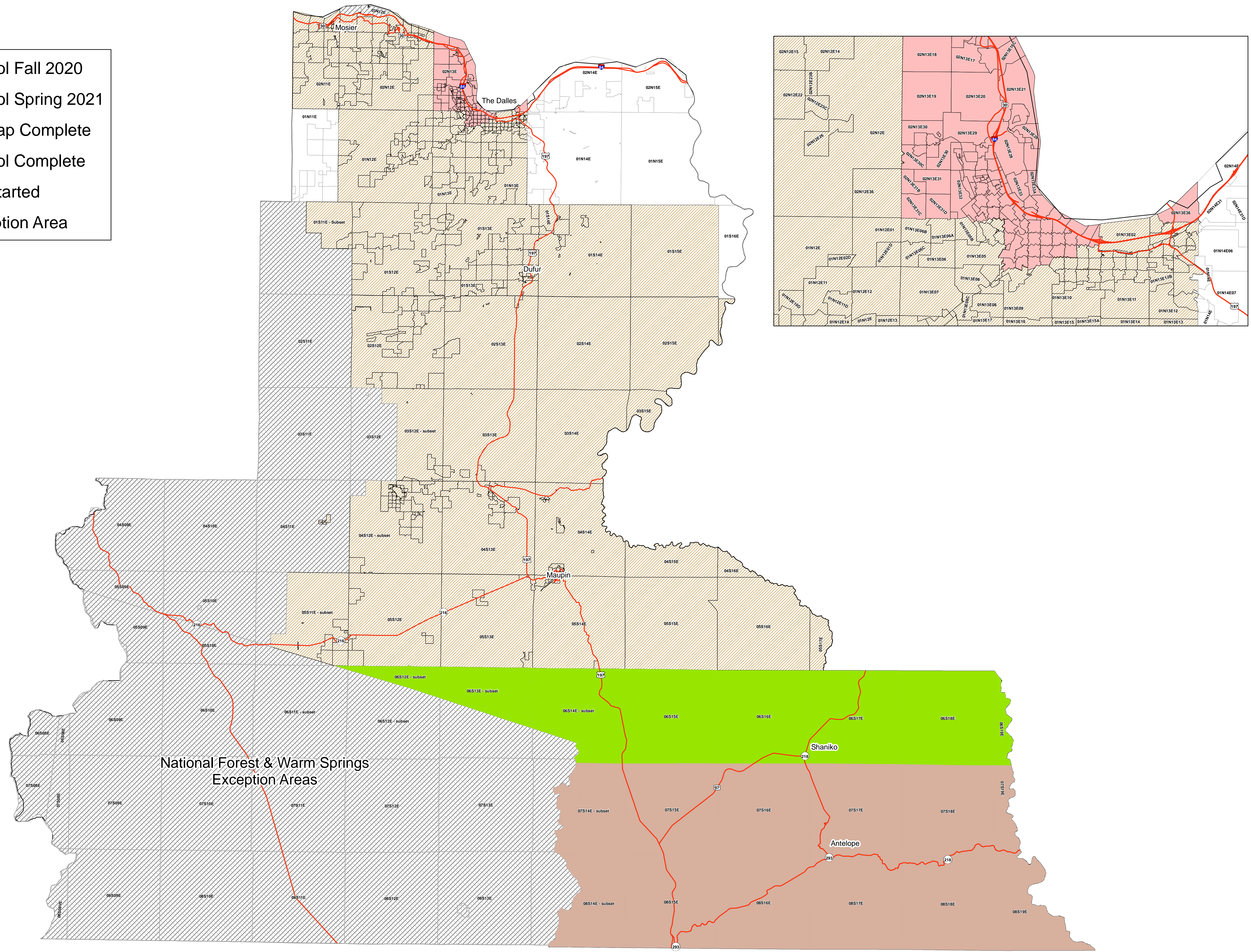
**Submit completed forms to:**

<b>Mail</b>	<b>Contact Information</b>
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 <a href="mailto:or.map@state.or.us">or.map@state.or.us</a>

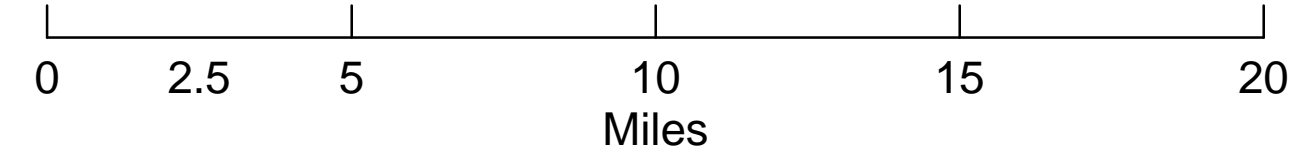


# Wasco County ORMAP Status Map Spring 2021

- Control Fall 2020
- Control Spring 2021
- Re-map Complete
- Control Complete
- Not Started
- Exception Area



Date: 3/13/2019



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







## **MOTION**

**SUBJECT: ORMAP Spring 2021**

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I move to approve the ORMAP IGA Contract #DOR-313-21.



## DISCUSSION ITEM

### Fair Board Appointments

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[KATHY LAMOREAUX APPLICATION](#)

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[ORDER 21-039 APPOINTING KATHY LAMOREAUX](#)

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[BRANDON ASHLEY APPLICATION](#)

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[ORDER 21-040 APPOINTING BRANDON ASHLEY](#)

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[MOTION LANGUAGE](#)

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## 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: Kathy Lamoreaux

Address: 1810 Cherry Heights Road, The Dalles, OR 97058

Phone (home) (541) 300-9054    Phone (work) (541) 300-9054

E-mail address: klamor02@hotmail.com

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

Date: 6/23/2021    Number of years as a Wasco County resident: 14

Your objectives/goals? Desired contributions and accomplishments? \_\_\_\_\_

To help make the Wasco County Fair be the best it can be. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**GED** Date(s): **1989**

Clark Community College, Paralegal Program Date(s): **1989-1991**

Numerous continuing education courses Date(s): \_\_\_\_\_

\_\_\_\_\_ Date(s): \_\_\_\_\_

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

**Firm Investigator Law Office** Date(s): **2005- present**

4-H Leader, 4-H Association President, barn superintendent Date(s): **2009- present**

WCYLA - Auction Committee Secretary Date(s): **2015-2021**

\_\_\_\_\_ Date(s): \_\_\_\_\_

General Comments/Additional Relevant Information

I believe in volunteering, I want to do my part to make sure that the fair tradition continues and help in any way that I can.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 KATHY LAMOREAUX TO THE WASCO COUNTY FAIR BOARD

**ORDER #21-039**

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

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

IT FURTHER APPEARING TO THE BOARD: That Kathy Lamoreaux has been recommended for appointment by the Wasco County Fair Board and is willing and is qualified to be appointed to the Wasco County Fair Board.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Kathy Lamoreaux be and is hereby appointed to the Wasco County Fair Board; said term to expire December 31, 2024.

DATED this 21<sup>st</sup> day of July, 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





## 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: Brandon Ashley

Address: 24060 Fred Ashley Rd Tygh Valley OR 97063

Phone (home) 541-993-4580 Phone (work) None

E-mail address: TV591986@GMail.com

Signature: Brandon Ashley

Date: 7-4-21 Number of years as a Wasco County resident: 34

Your objectives/goals? Desired contributions and accomplishments? to help the fair fun and safe

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

\_\_\_\_\_ Date(s): \_\_\_\_\_

\_\_\_\_\_ Date(s): \_\_\_\_\_

\_\_\_\_\_ Date(s): \_\_\_\_\_

\_\_\_\_\_ Date(s): \_\_\_\_\_

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

*The Dalles concrete* \_\_\_\_\_ Date(s): *2005-2018*

*Wasco county public works* \_\_\_\_\_ Date(s): *2018-present*

\_\_\_\_\_ 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)



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

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

**ORDER #21-039**

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

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

IT FURTHER APPEARING TO THE BOARD: That Brandon Ashley has been recommended for appointment by the Wasco County Fair Board and is willing and is qualified to be appointed to the Wasco County Fair Board.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Brandon Ashley be and is hereby appointed to the Wasco County Fair Board; said term to expire December 31, 2024.

DATED this 21<sup>st</sup> day of July, 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

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I move to approve Orders 21-039 and 21-040 appointing Kathy Lamoreaux and Brandon Ashley to the Wasco County Fair Board.



## CONSENT AGENDA

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[MINUTES: 7.7.2021 REGULAR SESSION](#)

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WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION

JULY 7, 2021

This meeting was held in Room 302 of the Wasco County Courthouse & 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. Ms. Clark asked that the FOPPO Agreement be moved to the Discussion List due to a scheduling conflict.

**Agenda Item – FOPPO Agreement**

Sheriff Lane Magill explained that they entered into negotiations with the Federation of Parole and Probation Officers in anticipation of the end of the current 3-year agreement. The document presented in the Board Packet has been ratified by FOPPO. He stated that they were good to work with; there is an increase in wages with minimal changes outside of that.

Mr. Stone stated that with our new budgeting process, he has taken a back seat on these negotiations as it sits entirely within the Sheriff's budget. He said that he thinks the agreement is fine. Since the Sheriff is responsible for making ends meet, it is appropriate that he be driving this process.

Vice-Chair Schwartz asked about changes during the 3 year term of the agreement. For example, if the County were to adopt Juneteenth as a paid holiday, how would that be incorporated into the agreement. Mr. Stone said that it would probably be recognized in a side letter of agreement.

Vice-Chair Schwartz asked about the pay for Spanish speaking staff. Sheriff Magill stated that it was added as an incentive for staff to learn the language. He said we already have one Spanish speaker who will benefit from that.

Commissioner Kramer asked how long we have been using this document. Sheriff Magill replied that although it has been updated over the years, the original document predates his time as Sheriff. Commissioner Kramer pointed out a number of inconsistencies in the language of the document such as references to the Board of Commissioners as the County Court and a reference to a definition of “sickness” with no definition included in the document. He suggested that those need to be resolved to have a sound document from which to work in the future.

Mr. Stone recommended approval of the substantive terms of the contract and a request that these non-substantive changes be reviewed for incorporation. Commissioner Kramer agreed, saying that he has no issues with the body of the agreement but wants to make sure the document gets cleaned up.

Human Resources Director Nichole Biechler said that some of the language is intentionally vague - for instance, “sickness” probably does not need to be defined. She said the agreement needs to be approved so that we do not face any pay equity issues. We can send the agreement back to Labor Counsel to make the other changes.

**{{Commissioner Kramer moved to approve the 2021-2024 Agreement between Wasco County and the Federation of Parole and Probation Officers with technical corrections. Vice-Chair Schwartz seconded the motion which passed unanimously.}}**

#### Discussion Item – Land Auction Results

County Assessor Jill Amery reviewed the memo included in the Board Packet, saying that all four properties offered at the auction were sold – most at higher than the minimum bid for a total of \$60,775. After cost for maintenance is deducted, the funds will be distributed to the taxing districts.

Vice-Chair Schwartz asked if this is an annual event. Ms. Amery responded affirmatively, saying that they take the properties in September and try to turn them around for sale the following spring. Vice-Chair Schwartz asked that Ms. Amery send her a detail of the expenses associated with the properties.

#### Discussion Item – APHIS Agreement

Commissioner Kramer stated that he is fine moving forward with this agreement.

**{{Commissioner Kramer move to approve the USDA APHIS Wildlife Services**

**Work and Financial Plan for 2021- 2022. Vice-Chair Schwartz seconded the motion which passed unanimously.}}**

**Discussion Item – Finance Report**

Finance Director Mike Middleton reviewed the report included in the Board Packet.

Vice-Chair Schwartz asked if we are expecting more Public Works funding from the Federal Government. Public Works Director Arthur Smith said that our Representatives and Senators are working on it but we have not heard anything yet; his Association has advised to not expect anything. He said we are very conservative in budgeting.

Vice-Chair Schwartz said that she will follow up with Senator Wyden as she remembers hearing something from his office about additional funding.

**Discussion Item – Health Council Appointment**

Chair Hege said that at the last Council meeting they did some planning; he shared some of his concerns and had support.

**{{{Commissioner Kramer moved to approve Order 21-038 appointing Kathleen Schwartz to the Columbia Gorge Health Council. Chair Hege seconded the motion which passed unanimously.}}}**

**Agenda Item – Salary Matrix**

Mr. Middleton reviewed the memo and recommendation included in the Board Packet. He stated that we are having staffing issues; departments are finding it challenging to retain staff. Using the 50<sup>th</sup> percentile as our top step is handicapping our ability to attract and retain staff. Increasing wages is costly but so is not increasing wages when you consider the cost of recruiting, training and supporting new staff. High turnover also reduces customer satisfaction.

Mr. Middleton reported that he reviewed the proposals with the Management Team which supported the 2<sup>nd</sup> and 3<sup>rd</sup> option while rejecting the 1<sup>st</sup> option as not equitable to current staff. The 2<sup>nd</sup> option would provide for a 5% increase for all non-represented staff; the 3<sup>rd</sup> option is a consensus item to work through a review of the compensation program and evaluate what an increase would be if we moved the percentile to more than 55%.



Some discussion ensued regarding the structure of the matrix following the 5% increase. Essentially, 2 steps will be removed from the bottom of the scale and 2 steps will be added to the top of the scale with the steps renumbered to begin with step 1. Whatever step an employee is currently at will be the step they remain at but it will be paid at a rate 5% higher than they were paid prior to the shift.

County Clerk Lisa Gambée stated that she believes the vote of the Management Team was unanimous for Options 2 and 3. Ms. Biechler added that this was also the recommendation of HR Answers. This possibility was being discussed prior to the pandemic; the circumstance of COVID has magnified the issue. We need to re-evaluate our Compensation Policy as we move forward. We want to also incentivize employees who are staying with the County.

Ms. Amery added that we really need to commit the review of our policy as a priority. Chair Hege noted that we have talked about this for a couple of years and it has become more of an issue.

**{{{Vice-Chair Schwartz move to approve Resolution 21-005 adjusting the Compensation Matrix for Wasco County Employees not covered by collective bargaining agreements. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**\*\*\*The Board was in consensus to support a staff review of the cost of labor for comparisons at levels higher than 55% of market.\*\*\***

Consent Agenda – 6.16.2021 Minutes & MCHA Reappointment

Ms. Clark explained that Mr. Smith brought to her attention that there are only 105 miles of public access roads in Wasco County rather than the 270 stated in the minutes. She asked that the minutes be approved with that correction.

**{{{Commissioner Kramer moved to approve the Consent Agenda with the correction to the minutes of 105 miles of public access roads. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}**

Commission Call

Vice-Chair Schwartz reported that plans for the houseless shelter are moving forward with the help of our representatives. She thanked CAP and St. Vincent's for setting up a cooling shelter so quickly in response to the recent heat wave. She also extended her thanks to the firefighters who responded to recent wildfires in

our county.

Vice-Chair Schwartz went on to say that she is grateful for the support of her colleagues in the restrictions and vaccination programs during the pandemic . . . it was the right thing for citizens. We are at 63% vaccinated for those aged 16 and up; that is not the herd immunity we need and we will continue to work toward that.

Chair Hege commented that fire season has already been a challenge and it is only July 7<sup>th</sup> – there is a long way to go. He encouraged citizens to be vigilant and create defensible spaces. All the fires we have had thus far have been human caused.

Chair Hege asked if there are still efforts to incentivize vaccinations. Mr. Stone replied that the trailer is still at St. Mary's and they are giving out gift cards. Vice-Chair Schwartz added that once the trailer is gone, NCPHD will be looking at other options.

**Agenda Item – Youth Think Agreements**

OHA AGREEMENT

Prevention Coordinator Debby Jones stated that this is a standard SAMHSA (Substance Abuse and Mental Health Services Administration) block grant; a minimum of 20% must go to primary prevention. This contract is for the next biennium. There is a potential for the state to receive an additional \$8 million through the CARES Act; Prevention Coordinators are advocating that a significant portion comes to the Counties as there were losses during the pandemic.

Vice-Chair Schwartz asked if her budget suffered over the last year. Ms. Jones replied that they lost \$10,000 of City of The Dalles funding; the City has increased their budget this year to try to balance that. Youth Think also worked to cover that loss through other grant opportunities.

**{{{Commissioner Kramer moved to approve Amendment #1 to OHA Agreement #162432. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}**

OHSU AGREEMENT

Ms. Jones said that the OHSU agreement falls in line with our Partnership for Success federal grant. We want to make sure we have a sound evaluation process. This will serve that function and provide hard data points for reporting.

**{{{Vice-Chair Schwartz moved to approve Oregon Health & Science University Core Service Agreement in support of the Wasco County What's Strong with You Program. Commissioner Kramer seconded the motion which passed unanimously.}}}**

Ms. Jones commented that she lives in a fire risk area and appreciated the fireworks ban; however, she felt that the numerous alerts that went out were a bit of overkill and could result in people ignoring future alerts. Once you acknowledge receipt of an alert, there is not a need to resend it.

Commissioner Kramer said that this is not the first time he has heard this comment. It will definitely be taken into account in the after-action evaluation. This was our first time and we erred on the side of caution. He said he is happy to report that we had no fires over the holiday and very few illegal fireworks. Chair Hege pointed out that the fireworks ban is still on through July 14<sup>th</sup>.

**Agenda Item – MCEDD Agreements**

Mid-Columbia Economic Development District Executive Director Jessica Metta explained that the packet contains three transportation agreements and one Economic Development Commission Agreement. The transportation agreements are to provide public transportation services through three grant programs; the EDC Agreement is the standard annual agreement to support economic development work done on behalf of Wasco County. She also introduced Kate Drennan, MCEDD's Deputy Director of Transportation. Ms. Drennan said that putting together the RFP response for transportation services was a great way for her to become familiar with the services and the process for public transportation in Wasco County.

**{{{Commissioner Kramer moved to approve as a slate the following agreements between Wasco County and Mid-Columbia Economic Development District: The IGA for Public Transportation Under the Federal Transportation Administration 5310 Grant; the IGA for Special Transportation Fund Activities Under ODOT Agreement 34979; and the IGA for Statewide**

**Transportation Improvement Fund Operating Funds according to the Wasco County Statewide Transportation Improvement Fund Formula Plan. Vice-Chair Schwartz seconded the motion which passed unanimously.}}**

MCEDD Deputy Director of Economic Development Carrie Pipinich said that the EDC agreement is similar to previous years; there is some language around special projects and that will come back to the Board in the future with more detail.

Mr. Stone explained that the base funding has been \$50,000; three years ago there was a request for additional funding to do extra work. We have continued that model but have not as yet determined what that extra work will be for this year. Ms. Pipinich noted that depending on what the project is there may need to be a separate agreement. She stated that the additional funds have been very helpful to work on projects such as the Fair Board's strategic plan and the repairs to the boat ramps at the Pine Hollow Reservoir.

**{{Vice-Chair Schwartz move to approve the 2021-2022 IGA between Wasco County and Mid-Columbia Economic Development District. Commissioner Kramer seconded the motion which passed unanimously.}}**

The Board thanked Ms. Metta and her team for all the work and great partnerships they provided throughout the pandemic. Mr. Stone added that we could not have gotten through without their help.

#### Discussion - Juneteenth

Ms. Biechler said that Juneteenth has been on the radar since the State of Oregon and the Federal Government have both recognized it as an official holiday. It is coming up in union negotiations. Like anything, we want to make sure to be consistent with what we are offering to both represented and non-represented staff. She added that they would like to get the holidays in place before the start of the new calendar year.

Vice-Chair Schwartz asked if all of our holidays are paid. Ms. Clark stated that the only Federal Holiday not recognized by Wasco County was Columbus Day; we observe all the others as paid holidays.

Chair Hege asked if other entities are recognizing Juneteenth as a holiday. Ms. Biechler replied that Clackamas County recognized it this year and there are a

couple of other counties bringing it to their boards. She said that she would be coming forward with a resolution; today she is seeking consensus to move forward toward recognition.

Vice-Chair Schwartz asked for a little background on Juneteenth. Commissioner Kramer suggested that the background could be added to the packet with the resolution at a future session.

#### Commission Call Continued

Commissioner Kramer noted that 40 agencies helped us with the recent wildfires in Wasco County and suggested that the Board send a letter of thanks.

**\*\*\*The Board was in consensus to send a letter of thanks to all the agencies that supported the firefighting efforts in the recent Wasco County wildfires.\*\*\***

Chair Hege adjourned the session at 10:25 a.m.

#### Summary of Actions

#### MOTIONS

- **To approve the 2021-2024 Agreement between Wasco County and the Federation of Parole and Probation Officers with technical corrections.**
- **To approve the USDA APHIS Wildlife Services Work and Financial Plan for 2021- 2022.**
- **To approve Order 21-038 appointing Kathleen Schwartz to the Columbia Gorge Health Council.**
- **To approve Resolution 21-005 adjusting the Compensation Matrix for Wasco County Employees not covered by collective bargaining agreements.**
- **To approve the Consent Agenda with the correction to the minutes of 105 miles of public access roads.**
- **To approve Amendment #1 to OHA Agreement #162432.**
- **To approve Oregon Health & Science University Core Service Agreement in support of the Wasco County What's Strong with You Program.**
- **to approve as a slate the following agreements between Wasco County and Mid-Columbia Economic Development District: The IGA for Public Transportation Under the Federal Transportation**

**Administration 5310 Grant; the IGA for Special Transportation Fund Activities Under ODOT Agreement 34979; and the IGA for Statewide Transportation Improvement Fund Operating Funds according to the Wasco County Statewide Transportation Improvement Fund Formula Plan.**

- **to approve the 2021-2022 IGA between Wasco County and Mid-Columbia Economic Development District**

**CONSENSUS**

- **To support a staff review of the cost of labor for comparisons at levels higher than 55% of market.**
- **To send a letter of thanks to all the agencies that supported the firefighting efforts in the recent Wasco County wildfires.**

Wasco County  
Board of Commissioners

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Scott C. Hege, Commission Chair

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Kathleen B. Schwartz, Vice-Chair

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Steven D. Kramer, County Commissioner



## AGENDA ITEM

### Bridges to Change

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[STAFF MEMO](#)

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[BRIDGES TO CHANGE TRANSITIONAL SERVICES CONTRACT](#)

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[MOTION LANGUAGE](#)

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## MEMORANDUM

**SUBJECT: Bridges to Change Contract Renewal**

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TO: BOARD OF COUNTY COMMISSIONERS

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FROM: FRITZ BACHMAN

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DATE: JULY 8, 2021

### **BACKGROUND INFORMATION:**

The terms of this contract are the same as prior years with the exception of a reduction in the cost for the housing manager. Bridges to Change has reviewed and approved the agreement which has also been reviewed by County Counsel.



# TRANSITIONAL HOUSING AND SUPPORT SERVICES PROGRAM

## PERSONAL SERVICES CONTRACT

This Contract is by and between Wasco County (“**COUNTY**”) and Bridges To Change (“**PROVIDER**”), for the performance of transitional housing and support services for the Community Corrections Department of COUNTY in its goal to reduce criminal behavior by promoting positive change in individuals.

### A. RECITALS

COUNTY has the need for the services of an organization with particular ability, knowledge and experience as possessed by PROVIDER. PROVIDER is an established provider of the transitional housing and support services as outlined in the Scope of Work, and has a long standing positive working relationship with several Oregon counties and their Community Corrections departments. COUNTY has determined that PROVIDER 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 no later than June 30, 2022 and may be extended for additional periods of time upon mutual agreement of both parties.

#### 2. Scope of Work

**2.1 Required Services.** PROVIDER shall provide all services and deliver all materials as specified in the attached Exhibit A. All services and materials shall be provided by PROVIDER in accordance with the Exhibit in a competent and professional manner.

#### 2.2 Special Requirements.

- i. **Confidentiality of Information.** The use or disclosure by any party of any information concerning a recipient of Services purchased under this Contract, for any purpose not directly connected with the administration of COUNTY’S or the PROVIDER’S responsibilities with respect to such purchased Services, is prohibited, except on written consent of COUNTY.

ii. **Client Records.** PROVIDER shall appropriately secure all records and files to prevent access by unauthorized persons. PROVIDER shall, and shall require its employees and subcontractors to comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of client records.

iii. **Media Disclosure.** PROVIDER shall not provide information to the media regarding Services purchased under this Contract without first consulting COUNTY. PROVIDER will make immediate contact with COUNTY'S office when media contact occurs. COUNTY will assist PROVIDER with an appropriate follow-up response for the media.

### 3. Compensation

3.1 Payment. PROVIDER shall complete the Scope of Work as defined above for the following programs:

Stabilization Housing, not to exceed \$139,956 in this fiscal year:  
\$5,400 total bed rate per month for Stabilization Housing  
\$5,219 for one Certified Recovery Mentor per month  
\$1,044 for one Onsite House Manager per month

Total Monthly Costs for Stabilization Housing: \$11,663

Each month PROVIDER will provide an itemized statement, which will include the following for each associated program:

Stabilization Housing:

- a. Name/Address of residence
- b. Name of individuals housed
- c. Date of entry
- d. Offender status:
  - i. Seeking other clean and sober housing (location)
  - ii. Seeking employment (hours per week)
  - iii. Support group attendance (how many per week)
  - iv. Treatment status (enrolled and agency)
  - v. New criminal activity (Yes or No)
  - vi. House rule violations (number and reason)
- e. Exit date
- f. Date of last safety inspection
- g. Report any repairs that need to be made

Additional Recovery Mentors:

- a. Names of clients being mentored
- b. Offender status:
  - i. Seeking clean and sober housing (location)
  - ii. Seeking employment (hours per week)

- iii. Support group attendance (how many per week)
- iv. Treatment status (enrolled and agency)
- v. New criminal activity (Yes or No)
- vi. Supervision violations (type)

3.2 Payments. COUNTY will review PROVIDER's invoice and within ten (10) days of receipt notify PROVIDER 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. PROVIDER is an Independent Contractor**

PROVIDER 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 PROVIDER's completed work, COUNTY cannot and will not control the means and manner of PROVIDER's performance. PROVIDER is responsible for determining the appropriate means and manner of performing work. PROVIDER is responsible for all federal and state taxes applicable to compensation and payment paid to PROVIDER under the Contract and will not have any amounts withheld by COUNTY to cover PROVIDER's tax obligations. PROVIDER 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: Fritz Bachman, Director  
Wasco County Community Corrections  
421 East Seventh Street, Annex B  
The Dalles, OR 97058

Tyler Stone, Administrative Officer  
Wasco County  
511 Washington Street, Suite 101  
The Dalles, OR 97058

PROVIDER: Monta Knudson, Executive Director  
Bridges To Change  
PO Box 16576  
Portland, OR 97292

## 6. Indemnification

To the extent permitted by applicable law, PROVIDER 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 PROVIDER, including but not limited to the activities of PROVIDER or its officers, employees, agents or subcontractors under this Agreement. PROVIDER shall not be deemed an agent of COUNTY under the Oregon Tort Claims Act.

## 7. Insurance Requirements

7.1 PROVIDER shall procure and maintain in force, for the entire duration of this Contract, insurance providing coverage for bodily injury and property damage which may arise out of the operations of the PROVIDER or its subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.

7.2 **PROVIDER shall furnish to COUNTY a certificate of insurance evidencing the existence of all insurance coverages required by this contract prior to the commencement of any work.**

7.3 **Notice of Cancellation or Change.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days' written notice from this PROVIDER or its insurer(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by COUNTY.

### 7.4 **Personal Services Contracts:**

- i. **Contracts shall have the following:**
  - a. Commercial General Liability ("CGL")
    - i. Each occurrence \$2,000,000
    - ii. Aggregate \$4,000,000
    - iii. Operations \$2,000,000
      - 1. Products and Completed
    - iv. Personal/Advertising Injury \$2,000,000
  - b. Auto Liability
    - i. Combined Single \$2,000,000
  - c. Workers' Compensation
    - i. Statutory Limits
    - ii. Employers Liability
      - 1. \$1,000,000

- ii. **Professional Liability Coverage:** Professional Liability Coverage covering any damages caused by an error, omission or any negligent or wrongful acts related to the services to be provided under this contract. Per occurrence (for all claimants for claims arising out of a single accident or occurrence) in the amount of \$2,000,000 and \$4,000,000 Professional Aggregate.

7.5 PROVIDER shall endorse the CGL to include COUNTY as an “additional insured”, including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate.

7.6 PROVIDER’S insurance shall be primary and not excess to, or contributory with any insurance coverage provided by COUNTY. PROVIDER’S insurance shall be endorsed to provide project specific aggregate limits with respect the project covered by this Contract.

7.7 CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two years after the work has been completed.

## **8. Workers’ Compensation**

8.1 PROVIDER, 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 PROVIDER 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. PROVIDER shall indemnify COUNTY for any liability incurred by COUNTY as a result of PROVIDER’S breach of the warranty under this paragraph.

## **9. Assignment**

PROVIDER 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. PROVIDER 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**

PROVIDER 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 PROVIDER 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 PROVIDER, and it is agreed by the parties that such documents are works made for hire. PROVIDER hereby conveys, transfers and grants to COUNTY all rights of reproduction and the copyright to all such documents.

## **12. Health Insurance Portability and Accountability Act.**

12.1 If the Services funded in whole or in part with financial assistance provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), PROVIDER agrees to deliver the Services in compliance with HIPAA. Without limiting the generality of the foregoing, Services funded in whole or in part with financial assistance provided under this Contract are covered by HIPAA. Contractor shall comply and cause all Providers to comply with the following:

12.2 Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between PROVIDER and COUNTY for purposes directly related to the provision of services to PROVIDER'S clients, which are funded in whole or in part under this Contract. However, PROVIDER shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Oregon Privacy Rules, OAR 410-014-0000 et Seq., or COUNTY policy.

## **13. 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 PROVIDER. Upon termination under this paragraph, PROVIDER 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 PROVIDER. Pursuant to this paragraph, PROVIDER shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by PROVIDER. COUNTY shall not be liable for any costs invoiced later than thirty (30) days after termination unless PROVIDER can show good cause beyond its control for the delay.

#### **14. Termination for Cause**

COUNTY may terminate this Contract effective upon delivery of written notice to PROVIDER, or at such later date as may be established by COUNTY, under any of the following conditions:

- 14.1 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.
- 14.2 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.
- 14.3 If any license or certificate required by law or regulation to be held by PROVIDER to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

#### **15. Termination for Default**

Either COUNTY or PROVIDER 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 PROVIDER fails to perform in the manner called for in this Contract or if PROVIDER 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 PROVIDER setting forth the manner in which PROVIDER is in default. PROVIDER shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

#### **16. Remedies**

In the event of breach of this Contract the parties shall have the following remedies:

- 16.1 If terminated under paragraph 14 by COUNTY due to a breach by PROVIDER, COUNTY may complete the work either itself, by agreement with another contractor, or by a combination thereof.
- 16.2 In addition to the above remedies for a breach by PROVIDER, COUNTY also shall be entitled to any other equitable and legal remedies that are available.

- 16.3 If COUNTY breaches this Contract, PROVIDER's remedy shall be limited to termination of the Contract and receipt of Contract payments to which PROVIDER is entitled.
- 16.4 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.
- 16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by COUNTY, PROVIDER shall immediately cease all activities related to the services and work under this Contract. As directed by COUNTY, PROVIDER 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.

**17. Nondiscrimination**

During the term of this Contract, PROVIDER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

**18. 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 PROVIDER 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.

**19. Compliance with Laws and Regulations**

PROVIDER 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, PROVIDER 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.



**20. Experience, Capabilities and Resources**

By execution of this Contract, the PROVIDER agrees that: PROVIDER has the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract. PROVIDER has the capabilities and resources necessary to perform the obligations of this Contract.

**21. 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 PROVIDER under this contract shall be the exclusive property of the COUNTY and shall be delivered to COUNTY prior to final payment.

**22. 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 PROVIDER'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, PROVIDER shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. PROVIDER shall provide full access to these records to COUNTY, and its duly authorized representatives in preparation for and during litigation.

**23. Representations and Warranties**

PROVIDER represents and warrants to COUNTY that (1) PROVIDER 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 PROVIDER enforceable in accordance with its terms, (3) PROVIDER 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.

**24. 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.

**25. 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.

**26. Confidentiality**

PROVIDER 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 PROVIDER from establishing a claim or defense in an adjudicatory proceeding. PROVIDER shall require similar agreements from COUNTY's and/or PROVIDER's subproviders to maintain the confidentiality of information of COUNTY.

PROVIDER 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.

**27. Force Majeure**

PROVIDER 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.

**28. 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 PROVIDER of the same or any other provision. COUNTY's consent to or approval of any act by PROVIDER 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 PROVIDER, whether or not similar to the act so consented to or approved.

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. Compliance with Oregon Tax Laws**

The undersigned is authorized to act on behalf of PROVIDER and that PROVIDER is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

WASCO COUNTY, OREGON

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

\_\_\_\_\_  
STEVE KRAMER  
County Commissioner

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

\_\_\_\_\_  
SCOTT HEGE  
County Commissioner

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

\_\_\_\_\_  
KATHY SCHWARTZ  
County Commissioner

WASCO COUNTY COMMUNITY CORRECTIONS

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

\_\_\_\_\_  
FRITZ BACHMAN  
Director, Wasco County Community Corrections

BRIDGES TO CHANGE

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

\_\_\_\_\_  
MONTA KNUDSON  
Executive Director, Bridges To Change  
PO Box 16576  
Portland, OR 97292

Tax Id. No. 76-0751239\_\_\_\_\_

APPROVED AS TO FORM

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

\_\_\_\_\_  
KRISTEN A. CAMPBELL  
Wasco County Counsel

## **Exhibit A Scope of Work**

PROVIDER agrees to provide transitional housing and recovery mentor support services to residents referred by COUNTY as agreed upon in this Contract. The housing programs and services executed by PROVIDER for COUNTY are outlined in this document.

### **GENERAL INFORMATION**

Wasco County Community Corrections (WCCC) supervises adults who often face various challenges in their lives including drug and alcohol addiction, mental health concerns, homelessness, unemployment, and specific legal requirements. Recovery Mentoring and Transitional Housing provides the support and stable environment to better address these challenges. The target population is individuals supervised by WCCC who are in need of mentoring or housing. Most offenders receiving services will be assessed as having a medium to high risk of recidivism. Those referred to mentoring services or transitional housing may include, but are not limited to:

- Adults recently released from prison or jail
- Adults with a past history of violence
- Adults diagnosed with disabilities or morbidities including substance abuse, mental illness, physical limitations and/or cognitive impairment

### **GEOGRAPHIC BORDERS/LIMITATIONS & SERVICE AREAS**

Services are restricted to individuals who are supervised by WCCC who are living in or returning to Wasco County.

### **SERVICE DESCRIPTION**

Services consist of staffed alcohol- and drug-free housing with recovery mentoring services. The program focuses on adults identified with drug and alcohol use disorders. The housing programs operate under specific rules and regulations following guidelines for alcohol- and drug-free housing. The Recovery Mentor program follows the guidelines of Certified Recovery Mentors as defined by the Addiction Counselor Certification Board of Oregon.

### **Stabilization Housing**

The Stabilization House may serve up to ten male participants. The number of referred clients may be increased upon mutual agreement of both Provider and WCCC. The Stabilization House will staff one Onsite House Manager and one Recovery Mentor. This staff is hired and managed by Provider. Wasco County and WCCC are not responsible for this staff. Wasco County and WCCC are not responsible for any property damage or other liability incurred by any house resident or as a result of their actions.

### **Transitional Housing**

Transitional Houses will accommodate and consider WCCC clients but may also house non-offenders. The WCCC clients must meet the requirements of the Transitional House in order to qualify for residency. Transitional Houses have one resident house manager. This resident is managed by Provider. Wasco County and WCCC are not responsible for the house manager or other house residents. Wasco County and WCCC are not responsible for any property damage or other liability incurred by any house residents or as a result of their actions.

### **Additional Recovery Mentors**

Recovery Mentors provide daily orientation to clients. This includes but is not limited to establishing and maintaining appropriate boundaries and ethics. Recovery Mentors follows the guidelines of Certified Recovery Mentors as defined by the Addiction Counselor Certification Board of Oregon. Additional duties are described in the Recovery Mentor Program Duties below. This staff is hired and managed by Provider. Wasco County and WCCC are not responsible for this staff. Wasco County and WCCC are not responsible for any property damage or other liability incurred by any house residents or as a result of their actions.

### **BASE SERVICES**

Provider shall provide to Wasco County Community Corrections transitional housing, case management, and recovery mentor support services to supervised offenders. Provider will work with getting clients stabilized in housing who otherwise would not be successful in a traditional transitional housing program. Provider will work in collaboration with WCCC, community partners and employment service providers. Goals are to assist clients to find stability so they can successfully access more structured services. Provider will work closely in collaboration with WCCC to assist clients in successful in transitioning out of stabilization housing into appropriate programming.

## **FUNDING**

Funding of the work described in this document is not guaranteed. Fluctuations in funding year to year should be expected. The County cannot assure that any particular level of work will be provided and the contract will permit the County to add or remove work as necessary depending on availability of funding.

### **Stabilization Housing**

The Stabilization House will serve up to ten male participants at the defined monthly bed rate. The number of referred clients may be increased upon mutual agreement of both Provider and WCCC. The Stabilization House will staff one Onsite House Manager and one Recovery Mentor at the defined monthly rates.

### **Transitional Housing**

WCCC does not pay a bed rate for any residents at Transitional Houses.  
WCCC does not pay for any staff assigned to Transitional Houses.

### **Additional Recovery Mentors**

WCCC does not pay for any additional Recovery Mentors beyond the staff assigned to the Stabilization House.

## **HOUSE STAFFING**

### **Stabilization Housing**

Stabilization Housing consists of two staff members: an Onsite House Manager and a Recovery Mentor. The Onsite House Manager provides recovery-focused activities and support. The Onsite House Manager also provides oversight of the house and assistance to the treatment team, mentors, and WCCC staff as needed. The Recovery Mentor is scheduled to provide oversight throughout the day, swing shifts, evenings and weekends as needed. The Recovery Mentor assists in the following additional areas:

- Applying for health care
- Managing medication access
- Accessing MH treatment
- Accessing SSI/SSD
- Job readiness and employment searching as applicable
- Reinforcing pro-social behaviors
- Providing skills groups
- Guiding them through the phases of the program supportively
- Following through with health care appointments
- Accessing recovery support
- Organizing recovery networks
- Collaborating with treatment providers

- Other case management duties requested

This staff is hired and managed by Provider. Wasco County and WCCC are not responsible for this staff.

### **Transitional Housing**

A standard Transitional House consists of a resident house manager.

This resident is managed by Provider. Wasco County and WCCC are not responsible for the house manager or other house residents.

## **RECOVERY MENTOR PROGRAM**

To provide added support for those offenders who are in need of more direct assistance due to the client's limited or diminished physical or cognitive ability, Recovery Mentors will be matched to clients who need and/or would benefit from these services.

Qualifications and duties of Recovery Mentors are as follows:

### **Qualifications**

- 1) General Qualifications - The Mentor should be:
  - a. An ex-offender who has experience with the criminal justice system;
  - b. Not under federal or state supervision for at least five years;
  - c. At least ten years released from a correctional institution and, while in prison, was never involved in or assisted with an escape or involved with contraband;
  - d. Living a crime-free and pro-social lifestyle for at least five years; and
  - e. Has the ability to enter a correctional institution as a contracted representative of WCCC.
- 2) Specific Qualifications - The Mentor must demonstrate the ability and capacity for:
  - a. Having a clear understanding and practical knowledge of criminal needs, risk, addiction and relapse issues;
  - b. Teaching and coaching clients on subjects/issues such as life skills, personal finance, medical access/management and self-sufficiency;
  - c. Holding clients accountable for their actions;
  - d. Knowing and familiar with community resources that would benefit this target population and the Mentor is presently active in the recovery community;
  - e. Being flexible and able to adjust their personal schedule and time to meet the client's needs;
  - f. Having strong communication skills;
  - g. Being reliable, trustworthy and dependable in their personal conduct; and a



- h. Commitment and willingness to work with the criminal justice population and the criminal justice system.

### **Duties**

- 1) Provide services in a manner that demonstrate a sensitivity and understanding of the client's cultural background, criminality, developmental stage, gender, and must be able to serve clients identified with special need conditions, such as mental health, deaf/hearing impaired, or other mental/physical disabilities.
- 2) Provide an orientation to all prospective clients that includes but is not limited to establishing and maintaining appropriate boundaries and ethics.
- 3) Provide transportation and/or accompany clients to appointments to insure participation.
- 4) Mentors must have a valid State of Oregon driver's license and personal automobile insurance.
- 5) Attend and participate in WCCC staff meetings as requested.
- 6) Display effective crisis intervention and relapse prevention skills.
- 7) Allow visitations to occur with a client's child(ren), and work with the State of Oregon Department of Human Services (DHS), as needed.
- 8) Report to WCCC staff regarding any relapse or illegal activity.
- 9) Provide entry and exit information on clients, including progress reports.

## **STABILIZATION HOUSE MANAGEMENT PROCEDURES**

### **Referrals**

All referrals will be made directly from WCCC staff. A client referral form will be completed by WCCC staff and emailed, mailed, faxed, or hand delivered by the client to the Provider prior to the client's placement into housing services.

### **Intake**

All clients referred to these services will go through an intake process to determine appropriateness for placement into Provider's housing program. The intake process will occur on the same day as the referral unless other arrangements have been made and agreed to by WCCC staff and the Provider. In the event a client is denied service and the referral source disputes the decision, the WCCC Director or designee will review the referral and mediate to resolve the dispute. For each client referred for services, the Provider will notify WCCC referral staff within one business day of the intake, of any of the following conditions:

- a) Failure to appear for an intake interview; or
- b) Denial of placement into housing services.

## **Orientation**

All clients accepted into housing services will receive an orientation conducted by the Provider, within one business day of arrival at the facility. The orientation will include, but is not limited to, written and oral information about the following:

- a) Client expectations for active participation in program services;
- b) Program rules and policies;
- c) Criteria and conditions for program completion; and
- d) Provider will provide translation for clients with language limitations.

Provider will create a seamless transition for each client to include continuity of care with existing caseworkers, outside services, and health resiliency team collaboration that may already exist.

A release of information (ROI) will be completed at this time to allow for communication with relevant agencies, treatment programs, physicians, etc. to flow back and forth between the parties to assist in an informed service delivery. At a minimum, a ROI will be obtained for all criminal justice and other agencies having a direct professional interest in the client, e.g., WCCC, District Attorney's Office, judiciary, treatment providers, etc. Failure to sign such a release will disqualify clients from these services.

For clients who have been recently released from a correctional facility and have not had the time or lack the ability/resources to access food or meals, the Provider will provide a food box on the day of arrival in addition to meal assistance listed in the Housing Requirements below.

For clients who need to complete and submit an application for tenancy (depending on the type of housing accessed), the Provider will assist the client at this time in completing and submitting the necessary paperwork.

## **Housing Requirements**

Housing will be safe (e.g., appropriate number of and functional smoke detectors and fire extinguishers, emergency evacuation procedures posted in the building, fully stocked first aid kits, spill containers, etc.), clean and meet all applicable federal, state and local housing codes and regulations, including the American Disabilities Act.

Rooms must contain appropriate furnishings. Appropriate furnishings will include, but are not limited to: a bed, bedding, linens, bath towel, chair, table and dresser (or storage for personal items).

Provider will offer assistance with meals that includes, but is not limited to:

- a) Referrals, as necessary, to agencies that distribute food boxes or resources that provide basic food items (especially important for recently released clients who have not yet connected with other food distribution resources).

- b) Referrals to or assistance with procuring SNAP benefits (food stamps).
- c) Provision of meals or vouchers to obtain meals.

Provider's facility shall have an identified area that can be used for food preparation, cooking and storage.

Provider's facility shall have on-site or reasonable access (2 blocks or less) to laundry facilities.

Provider's facility shall have designated areas that can be used for counseling, interviewing and/or group sessions.

Provider will provide 24-hour supervision of housing and compliance with housing rules. To ensure that adequate response and follow-through for emergency situations are available to clients at all times, the Provider will provide the following services:

- a) Resource and emergency information will be posted on each floor that provide instructions on actions to be taken regarding a fire, medical emergency, lost key, emergency maintenance, self-harm thinking, etc.; and
- b) After-hours staff coverage or a reliable system in place that will allow for immediate response to emergencies. Coverage shall be in effect 24 hours a day, seven days a week.

Provider will have clear written policies and procedures concerning security and response to violations that are in effect 24-hours a day, seven days a week. Responsibilities for procedures shall be assigned to designated staff and include the following tasks:

- a) Monitor all client appointments and other activities outside the facility.
- b) Implement a client-sign-in and sign-out process for all appointments and activities occurring outside the facility.
- c) Establish a centralized location that allows clients to check-in/out, which will assist in monitoring their movement and determining on-site presence or absence.
- d) Develop a plan and process for locating clients when their whereabouts cannot be confirmed and/or who have been absent from the premises or visual sight longer than 24-hours. Included in the plan will be a communication process that immediately notifies WCCC staff when this situation occurs.

In cases where the client is causing significant disruption/danger to the housing facility and/or other clients or is involved in a critical incident that poses a threat or risk of danger to the community, the Provider may require the client to move within 24 hours. When this occurs, the Provider will immediately notify WCCC staff of their decision and reason to terminate service.

The Provider will conduct regular room inspections or “welfare checks.” Welfare checks will primarily be used to determine a client’s whereabouts particularly when they have been absent from the premises or have not been seen longer than a 24-hour period.

### **Case Management Service Description**

The level and intensity of case management services will vary based on the type of housing program offered by the Provider. Regardless of the level and intensity, case management, when applicable, will be provided on-site, during generally recognized business hours and work week (e.g., 8:00 AM to 5:00 PM, Monday through Friday). The main responsibility of the residential house manager is to provide and coordinate a wide range of supportive and recovery-based services for adults involved in the criminal justice system and who are assessed by WCCC as high-risk to recidivate and high-need, with medical, developmental, and/or mental health disability(ies). General duties include working with each person to assess current needs and develop housing goals, coordinate access to other community-based services, and assist clients in achieving goals outlined in their Care Plans. Specific duties include, but are not limited to:

- a) Develop and Implement an individualized housing plan based on their Care Plan which includes identified needs from the client, WCCC, significant others and any additional parties/stakeholders involved with the client. The plan will be reviewed regularly and updated, as needed, throughout the client’s stay in housing.
- b) Update clients Care Plan which includes health, behavioral and social needs. Make referrals to other service providers in the community when further assessment and/or long term service delivery needs are indicated. Create a system that incorporates regular review and follow-up of the client’s needs to ensure they are being appropriately addressed as the client progresses in the housing program.
- c) Develop and maintain a coordinated communication process and flow among WCCC staff, client, client’s family members, and other service agencies having a direct association with the client. This would include, but is not limited to, addressing ways to improve service coordination with other programs or providers within the organization or within the community.
- d) Facilitate and update Care Plans upon entry and exit from the program.
- e) Provide advocacy and navigation strategies, as needed, for clients with other service providers, agencies, and systems.
- f) Provide crisis intervention services, as needed, and ensure that each client has a current crisis plan.
- g) Maintain client logs, files and case notes and prepare weekly, monthly and quarterly reports, as required. A client occupancy report is to be sent to WCCC staff weekly.
- h) Attend and participate in various client and staff meetings.
- i) Implement quality assurance measures that evaluate effectiveness of housing services and the resident’s progress in the housing program.

### **Discharge Summary (Updated Care Plan at Exit)**

Prior to completion of these services, the Provider's staff shall perform the following duties:

- a) Develop a discharge summary by updating the care plan in conjunction with each client and with input, when possible, from the client's supervising PO using a standard format provided by WCCC. The plan will be updated within five days prior to client's leaving program services. The plan will be sent to WCCC upon request.
- b) Ensure that the plan is consistent with the client's conditions of supervision, especially addressing the housing or living arrangements and employment (if applicable).
- c) Depending on the Provider's service continuum, clients may be eligible, upon completion of services, to transfer to a semi- or more permanent housing placement within the Provider's organization based on criteria established by the Provider.

### **Case Files**

Provider will develop and maintain a case file for each client enrolled in these services. The file will contain, at a minimum, the following:

- a) Personal client information form (one page face sheet) that includes general identification and emergency contact information;
- b) WCCC-developed intake and exit data forms;
- c) Appropriate releases of information;
- d) Care Plans to include domains listed on WCCC Case Plans;
- e) Progress notes that reflect client's progress on the case plan, report ongoing and consistent communication between Provider and WCCC staff;
- f) Evidence that referrals to other agencies/services are occurring (when applicable);
- g) When financial arrangements are in effect between the Provider and client (i.e., client copayment), the file reports and records fee collections;
- h) When substance abuse testing (e.g., urinalysis) is being performed randomly on-site, testing results are reported and recorded.
- i) Completed Care Plan.
- j) Client's case file will contain documentation of all communications (oral and written) made to any WCCC staff. This is particularly significant in cases where a WCCC is notified of any client problems/violations and when a client exits the program.

### **Service Coordination and Notification**

To lend fundamental support to efficient/effective utilization of services and provide timely alerts to potential problems/issues that can be dealt with promptly, the Provider will complete or perform the following:

- a) Client Occupancy Report: The Provider will email a Client Occupancy Report to WCCC staff weekly, which provides up-to-date information on the client's housing status.
- b) Coordinated Care Planning:
  - 1) Prior to completing a client's initial case plan, the Provider will solicit input from the client's supervising PO in the plan development. This will consist of, but is not limited to, obtaining a copy of the PO's case plan.
  - 2) The Provider will facilitate an initial meeting with client and PO within the first 30 days, preferably in person. Thereafter, the Provider will invite the client's supervising PO to participate in a client staffing when it is considered conducive to the client's progress in these services.
  - 3) The Provider will participate if and when WCCC staff requests a staffing.
- c) Process for Notification of Impending or Actual Problems:
  - 1) The Provider will promptly notify WCCC staff by phone or email of parole/probation violations or other criminal behavior (including any illegal drug use or prohibited alcohol use), major rule violations, unauthorized leave or other type of client program failure not later than the next working day and preferably the same working day as the occurrence.
  - 2) The Provider will notify WCCC staff of problem behavior that could, if continued, lead to termination of services.
  - 3) If a special staffing is scheduled to address the above-referenced issues/problems, the Provider will invite WCCC staff to participate.
  - 4) The Provider who is contractually required to perform substance abuse testing shall send a copy of the urinalysis report to WCCC Staff.
- d) Process for Notification of Client's Exit from Program
  - 1) When the client exits this program, WCCC staff will be promptly notified. For program failures this will occur no later than the next working day and preferably the same day as the occurrence. For program successes, WCCC staff will be notified approximately one to two weeks prior to the anticipated successful completion and will be invited to give input when developing the Care Plan.
  - 2) The Provider will send copies of the completed Care Plan, if applicable, to WCCC staff within 10 working days of program exit.

**System Collaboration / Coordination**

The Provider will routinely provide information related to the availability of services and work closely with WCCC staff to ensure an adequate number of referrals.

The Provider will meet with WCCC staff, when necessary, to conduct program development, modify referral procedures, address general services delivery issues and resolve any interagency and/or operational problems.

The Provider must have an agency representative available to attend Housing Review Meetings as schedule by WCCC staff. The purpose of the Housing Review Meeting is to provide an opportunity for the housing providers and WCCC staff to review client housing case plans and work together collaboratively to ensure clients will have long-term, sustainable housing upon exit from these services. Prior to each meeting, a WCCC staff member will notify Provider's staff which of their clients will be staffed.

### **Prison Rape Elimination Act**

Provider shall abide by the conditions and expectations of the Prison Rape Elimination Act (PREA). This includes the development of a PREA policy that captures:

- 1) clear definitions of what constitutes a violation of PREA;
- 2) client orientation/education;
- 3) client and staff reporting procedures;
- 4) critical incident reporting and investigation criteria; and
- 5) training of agency staff.

Provider shall not employ individuals who have criminally or administratively been found to have engaged in sexual misconduct or sexual abuse in a secure setting. Provider shall check sexual offense registries as part of hiring procedures. WCCC considers all PREA incidents as critical incidents. Provider is required to contact the WCCC Director immediately when an incident has been brought to any staff member's attention.

### **FISCAL REQUIREMENTS AND REPORTING**

Provider shall submit a monthly invoice within 10 days after the satisfactory completion of the previous month's services. At a minimum, invoices must detail the following information:

- a. Billed to "Wasco County Community Corrections";
- b. Invoice date and invoice number
- c. Provider's name and address;
- d. Date(s) and description of service delivered;
- e. Contract number; and
- f. Unit cost of the service (as described in the fee schedule) and total invoice amount.

WCCC shall process invoices within 30 days of receipt of the invoice, provided that the work described in the invoice has been completed in accordance with the terms of the Contract, and Provider has submitted any/all required invoice supporting documents (rosters, reports, itemized cost-reimbursement forms, or any other required document(s)) that may be described herein.

Late, incorrect or incomplete invoices and/or supporting documents may delay processing and payment of Provider's invoices.

## **PERFORMANCE MEASURES/PERFORMANCE CONTRACTING**

Provider will cooperatively participate in WCCC's efforts to monitor contract performance, which includes the following methods.

### **Site Reviews**

WCCC may schedule on-site visits to review Contract compliance. Site visits are usually scheduled with Provider but may be conducted without notice. All site visits will be conducted and performed with consideration and accommodations made to non-contracted or communal service areas and non-contracted housing occupants.

### **Technical Assistance**

WCCC staff may offer training and/or assist with program design.

### **Evaluations/Program Performance**

Program performance may be evaluated through a variety of quality assurance and evaluation processes. The mechanism and process for evaluating program performance will be developed and implemented by WCCC staff.

### **Fiscal Compliance**

County fiscal compliance reviews may be conducted to ensure that financial records, systems and procedures conform to generally accepted accounting principles and are in compliance with all County and State of Oregon audit and accounting requirements.

### **Performance Objectives**

In 70% of cases, Provider shall facilitate an initial meeting with client and WCCC staff within thirty days of program initiation. 100% of cases will receive such staffing within 90 days. This staffing will include an assessment that evaluates health, psychological and social needs; the development of a plan of care; and referrals to necessary community-based services.

Aftercare Housing Objective: 64% of clients will be admitted to housing that is safe, stable and can be verified upon exit from program services.

Economic Self-Sufficiency Objective: 50% of clients upon exit from the corrections case manager service component will: a) be in receipt of entitlement benefits (SSI, OHP, etc.); or b) be engaged in employment services; or c) be engaged in vocational training; or d) be employed.

Contracted performance objectives may differ and/or change over time as negotiated between the parties.



### **Data Collection and Submission**

The Provider will be furnished data forms (intake and exit forms) that have been developed by WCCC staff. The Provider will be responsible for completing and submitting the data form for each client placement in their program. The data collected from the forms will be used for tracking utilization and for monitoring the performance objectives identified herein. Final performance measures will be negotiated between WCCC and the Provider at the time of contract negotiation.

### **COMPENSATION AND METHOD OF PAYMENT**

County will process monthly invoices for payment within 30 days of receipt. Housing costs are generally expected to be based on fee for service rates inclusive of rent, maintenance and other operational direct and indirect costs to formulate a daily housing rate per client with move in and move out days each counting as a full day. Case management, mentoring services, and any other approved auxiliary services may be segregated from housing rates and shall be calculated at a monthly rate. Cost sharing with any other programs shall be allocated appropriately by consistent and supportable methodology.

### **INSURANCE REQUIREMENTS**

The Provider will be required to provide the insurance as in the Contract with COUNTY. Additional insurance coverage may be required depending on the key features of service delivery chosen by the Provider. Final insurance requirements will be subject to negotiation between, and mutual agreement of, the parties prior to contract execution.



## MOTION

**SUBJECT: Bridges to Change Contract Renewal**

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I move to approve the Transitional Housing and Support Services Program Personal Services Contract between Wasco County and Bridges to Change.



## AGENDA ITEM

### Annex A Renovations

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[STAFF MEMO](#)

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## MEMORANDUM

**SUBJECT: Wasco County Annex A Facility**

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To: Wasco County Commissioners

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FROM: MATTHEW KLEBES, ADMINISTRATIVE SERVICES DIRECTOR

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DATE: 7/13/21

Recently, North Central Public Health (NCPHD) staff has been housed primarily on the first floor of Annex A, the 2<sup>nd</sup> floor of Annex B, and portions of Annex C. With the onset of Covid-19, NCPHD staff was relocated out of Annex B and into Annex C. Additional NCPHD staff brought on for Covid-19 response was also located in Annex C as part of our Emergency Operations Center.

NCPHD and Wasco County would benefit from having all NCPHD staff located in one facility. Relocating all NCPHD staff to the first and second floor of Annex A would improve NCPHD service delivery to the community and would better allow Wasco County Facility and IS Departments to support NCPHD. This would also allow Wasco County to better use other existing facilities for its own staff and needs. NCPHD square footage pre-Covid was approximately 7,608 between Annex A, B, and C. The square footage of the 1<sup>st</sup> and 2<sup>nd</sup> floor of Annex A is approximately 9,008.

Wasco County Facilities and NCPHD have been exploring options for renovations and improvements to the 2<sup>nd</sup> Floor of Annex A to allow for this potential relocation. NCPHD has expressed a willingness to finance interior improvements to the 2<sup>nd</sup> floor (primarily carpet replacement, painting, and bathroom) as well as assist Facilities and IS in the work required to relocate furniture and workstations to the 2<sup>nd</sup> Floor. Facilities would oversee this renovation work. In concert with these interior improvements, the ADA access ramp on the West end of the building, which is deteriorating, would be replaced. Initial estimates of the cost of interior renovation and relocation efforts are approximately \$140,000 and a new ADA access ramp at approximately \$140,000.

There may be asbestos tile underneath the carpet on the 2<sup>nd</sup> floor. The City of The Dalles, Wasco County through the Wasco County EDC, and Port of The Dalles are currently overseeing a \$600,000 Brownfield Coalition Assessment grant (officially award to the City of The Dalles) which could help with testing and assessment. This information would then be used to seek grant funds from Business Oregon for remediation.

Cost reductions may also be achieved through assistance from Parole and Probation community services hours, such as painting assistance.

Staff is seeking input and consent from the BOCC to continue moving forward on this concept.



## AGENDA ITEM

### Wildlife Management Proposal

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[PROPOSAL](#)

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[JEFFERSON COUNTY CONTRACT](#)

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[CROOK COUNTY CONTRACT](#)

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**Belozer's Outdoor Enterprises, LLC**  
**Oregon State Business Registry #177946192**  
Contract Proposal for Wildlife Damage Management

Dear County Officials,

June 27th, 2021

Thank you for the opportunity to present this contract for wildlife damage management for Crook, Jefferson, Wheeler and Wasco counties. This has been a cooperative program with the counties sharing resources and funding them as a group. Instead of one county having to fund the whole cost of a field employee in each county, this program has been funded in this fashion for many years.

This contract presents a proposal that will outline the funds needed to provide these services which include: protection of agriculture, human health and safety threats posed by large carnivores, and the protection of public and private property. Belozer's Outdoor Enterprises (BOE) will maintain a 2 million dollar liability insurance policy with an additional 3 million dollar umbrella and will name the counties as additional insureds.

BOE is certain that we can provide a superior service without the added costs and constraints that are included by using the current government program. That legacy program charges a 27% administrative fee on all funds provided by the counties. You as counties and the tax payers of Central Oregon derive little benefit from paying that 27% to a government agency. In these Central Oregon Counties at current funding levels that is \$35,012.00 dollars per year. We can demonstrate that we will use every dollar of that money supporting field personnel and providing service to the taxpayers of Central Oregon.

The current government run program touts itself as a cooperative funded program, but if you truly look at the numbers and the costs incurred by the counties it is apparent that you as counties pay for majority of the program. We will provide records of our work to ensure you understand the service you are receiving. Our goal is to be the most effective and efficient wildlife control operation in central Oregon.

BOE is owned and operated by Jon and Janine Belozer. Jon has been a wildlife control specialist his entire adult life the last 36 years right here in Central Oregon. Janine Belozer, Jon's wife, is a former Army UH -60 Blackhawk pilot, disabled vet and continues to work in the aviation industry.

BOE is a Central Oregon based and owned small business that resides and contributes to the economy of Central Oregon every day. All of our major purchases including vehicles, tires, flat beds, winch bumpers and fuel throughout the year are all purchased locally. The hay and grain for our working stock, veterinary services and supplies are all purchased right here in Central Oregon as well. Belozer's Outdoor Enterprises feel that it is important to give back as much as possible to the communities that support us.

Jon Belozer is also an agent of ODFW and maintains professional working relationships with private landowners, county sheriff's offices, ODFW, local Police Departments and numerous state and federal agencies.

Jon Belozer

**Contract Proposal for Fiscal Year July 1, 2021 through June 30, 2022**

**Vehicle Expense**

2021 F-450 diesel 4x4	30,000 miles annually at 1.15 per mile	\$34,500.00
Repairs/upkeep of horse rack		\$1,000.00
<b>Total Vehicle Expenses</b>		<b><u>\$35,500.00</u></b>

**Work Related Animal Expenses**

Shoeing @ \$80.00 x 4 \$320.00 x 6		\$1,920.00
Hay 15 tons @ \$200 per ton		\$3,000.00
Grain \$11.00 x 40, 50lb. bags		\$440.00
Dog food \$625.00 per pallet x 8		\$5,000.00
Shots and wormers (dogs and mules horses)		\$1,000.00
Vet Bills (2020 total \$6,540.00, average \$4,500.00 to \$6,000.00)		\$5,000.00
<b>Total for Work Related Animal Care</b>		<b><u>\$16,360.00</u></b>

<b>Liability Insurance</b>		<b><u>\$ 4675.47</u></b>
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**Contract Helicopter Services**

Crook Co.		\$10,000.00
Jefferson Co.		3,000.00
Wasco Co.		3,000.00
<b>*Total for Contract Helicopter Services</b>		<b><u>\$16,000.00</u></b>
Shotgun shells for aerial hunting \$208.00 per flat (250) x 5 flats		\$1,040.00

<b>Total Program Cost</b>		<b><u>\$73,575.47</u></b>
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Total available funding from all Counties		\$86,500.00
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<b>Wasco County</b>		<b>\$10,000.00</b>
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Belozer's Outdoor Enterprises, LLC  
541-460-2069

P.O. Box 428, Maupin, OR 97037  
jon@belozerswhitewaterfishing.com

**Total Annual Profit** (wages for Belozer's Outdoor enterprises)

**\$12,924.53**

\*Note on contract helicopter services, Belozer's Outdoor Enterprises will endorse and help procure a 50% cost share of aerial hunting costs with cooperators to provide the most efficient funding for the counties to provide for aerial hunting. The goal is to ensure the most efficient and effective services for the counties and cooperators.



## PERSONAL SERVICES CONTRACT

This Personal Services Contract (Agreement) by and between Belozers Outdoor Enterprises, LLC (Contractor) and Jefferson County, a political subdivision of the State of Oregon (County), entered into effective the 1<sup>st</sup> day of July, 2021, authorizes Contractor to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

### RECITALS

WHEREAS, Contractor has decades of training, experience, and success in, and has established broad relationships in the specialized field of wildlife damage management services in Central Oregon;

WHEREAS, coyotes, mountain lions, bears, and other nuisance wildlife are a significant threat to the human health and safety of Jefferson County, as well as a threat to livestock and other property throughout Jefferson County; and

WHEREAS, contracts for services performed as an independent contractor in a professional capacity and contracts for services of a specialized nature are personal service contracts and not public contracts for the purposes of ORS Chapters 279A, 279B, 279C and CCC 3.12 under Jefferson County Code 3.04.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations contained herein, the parties agree as follows:

1. **PROJECT:** Contractor shall provide wildlife damage management services to manage and mitigate threats to human health and safety and property (the "Project"), as more thoroughly described in Exhibit D.
2. **DURATION:** This Agreement shall run from the date this Agreement is effective ("effective date") through June 30, 2023, unless terminated or extended according to the provisions of this Agreement.
3. **SCOPE OF SERVICES:** Contractor will perform the services as described in Exhibit D, attached hereto.
4. **FEE FOR SERVICES:** Contractor's fee for the services identified in Exhibit D to this Agreement shall be paid on an hourly basis, billed quarterly, in an amount not to exceed \$19,000 per year. The hourly rate for services in the field is \$90.00 per hour, the hourly rate for administrative services is \$50.00 per hour. Such rates do not apply to mileage or travel related expenses, including travel time, the costs of which are built into the hourly rates. Contractor shall invoice County for services and include the Activity Report and Damage Report in the format attached as Exhibit E.

5. **PAYMENT BY COUNTY:** County will pay invoices within 30 days of receipt of invoice. Contractor must provide County with a fully completed W-9 form upon execution of the Agreement and prior to beginning services. Contractor will not be paid until a fully completed W-9 form is submitted. Contractor shall not be entitled to reimbursement by County for any expenses incurred by Contractor unless otherwise agreed in writing.
6. **EXTRA SERVICES:** Contractor may also perform Extra Services (services not specified in the Scope of Services), provided Contractor and County have agreed in advance and in writing to the scope and fees for such Extra Services.
7. **EXHIBITS:** The following documents which are attached to this Agreement are incorporated herein and by this reference made part hereof:
  - Exhibit A: Required Terms for All Public Contracts
  - Exhibit B: Independent Contractor Status
  - Exhibit C: Protected Information
  - Exhibit D: Scope of Services
  - Exhibit E: Activity and Damage Report Format
8. **TAX DUTIES AND LIABILITIES:** Contractor shall be responsible for all taxes applicable to any payments received pursuant to this Agreement and is currently and will remain fully compliant with tax laws, as certified in Exhibit A. County shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor.
9. **INDEMNIFICATION AND HOLD HARMLESS:** The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the County, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume defense of, indemnify and save harmless the County, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Agreement, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any subcontractor under the Agreement or any way arising out of the Agreement, irrespective of whether any act, omission or conduct of the County connected with the Agreement is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the County relative to claims for damage or damages resulting solely from acts or omissions of the County, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in Section 1313 below shall not negate Contractor's obligations in this paragraph.

10. **CONTRACTOR STATUS:** Contractor certifies it is a "Contractor" under ORS 670.600 and relevant law as it pertains to this contract and as further described in incorporated Exhibit B.
11. **CONFORMANCE WITH OREGON PUBLIC CONTRACT LAWS:** Contractor shall fully comply with Oregon law for public contracts, as more fully set forth in the Exhibits.
12. **TERMINATION:**
  - 12.1. Either party may terminate this Agreement after giving thirty days' prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the thirty-day period after notice of intent to terminate without cause has been given;
  - 12.2. With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;
  - 12.3. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Jefferson County Board of Commissioners appropriates funds for this Agreement in County's budget for such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.
13. **INSURANCE:**
  - 13.1. **GENERAL INSURANCE:** Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$2,000,000 per occurrence shall be maintained. In addition, \$1,000,000 Umbrella Liability insurance coverage shall be maintained. The County, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this Agreement, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Contractor or the fault of Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the County may carry on its own. Contractor understands that County is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that County's financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Contractor agrees that the limits regarding liability insurance set forth in this section 13.1 will be modified

to conform to such limits. Contractor and County shall sign an amendment to this Agreement incorporating such modification.

- 13.2. **WORKERS' COMPENSATION:** Contractor shall provide and maintain workers' compensation coverage with limits not less than \$500,000 for its employees, officers, agents, subcontractors or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption shall be provided to the County.
  - 13.3. **EVIDENCE OF INSURANCE COVERAGE:** Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County approved certificate of insurance before any work or services commence.
    - 13.3.1. **NOTICE OF CANCELLATION OR MATERIAL CHANGE IN COVERAGE:** The certificate of insurance shall contain a requirement that the insurance company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, Contractor shall provide written notice to County within 2 calendar days after Contractor becomes aware that its coverage has been canceled or has been materially changed. Regardless of what circumstances caused Contractor's insurance coverage to cease or be modified, it is Contractor's responsibility to notify County. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract.
  - 13.4. **EQUIPMENT AND MATERIAL:** Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.
  - 13.5. **SUBCONTRACTOR:** The Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this Agreement. Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.
  - 13.6. **EXCEPTION OR WAIVERS:** Any exception or waiver of these requirements shall be subject to review and approval from the County.
14. **GENERAL PROVISIONS:**
- 14.1. **ENTIRE AGREEMENT:** This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives
  - 14.2. **AMENDMENTS:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of County. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.



- 14.3. **ASSIGNMENT/SUBCONTRACT:** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part without written approval of County.
- 14.4. **SUB-AGREEMENTS:** If this project is funded in whole or in part with grant funds received by County, Contractor, as a sub-recipient of those funds, shall fully comply with all applicable terms, conditions, and requirements of the Grant Agreement, including but not limited to procurement regulations, property and equipment management and records, indemnity, and insurance provisions.
- 14.5. **NON-EXCLUSIVITY:** Nothing in this agreement shall prevent Contractor from entering into separate agreements with other entities for the same or similar services provided for under this agreement.
- 14.6. **SUCCESSORS IN INTEREST:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 14.7. **NO AUTHORITY TO BIND JEFFERSONCOUNTY:** Contractor has no authority to enter into contracts on behalf of County. This Agreement does not create a partnership between the parties.
- 14.8. **HOW NOTICES SHALL BE GIVEN:** Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated on the work authorization or to Jefferson County at 66 SE D Street, Madras, OR 97741, attention "Legal Department."
- 14.9. **GOVERNING LAW AND VENUE:** Any dispute under this Agreement shall be governed by Oregon law, with venue being located in Jefferson County, Oregon.
- 14.10. **SEVERABILITY:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 14.11. **ACCESS TO RECORDS:** County and its duly authorized representatives shall have access to books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- 14.12. **CONFIDENTIALITY:** During the course of performance of work under this Agreement, Contractor may receive information regarding organizations and County's business practices, employees, clients, etc. Contractor agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure.
- 14.13. **FEDERAL EMPLOYMENT STATUS:** In the event payment made pursuant to this Agreement is to be charged against federal funds, Contractor hereby certifies that it is

not currently employed by the Federal Government and the amount charged does not exceed Contractor's normal charge for the type of services provided.

- 14.14. **COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.
- 14.15. **FORCE MAJEURE:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. County may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
- 14.16. **EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES:** Contractor will provide all equipment, tools, materials or supplies necessary to fulfill Contractor's obligations under the terms of this Agreement.
- 14.17. **ATTORNEY FEES:** In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
- 14.18. **WAIVER:** The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.
- 14.19. **COUNTERPARTS:** This Personal Services Contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the date first set forth above.

**For Contractor**  
Belozer's Outdoor Enterprises, LLC  
PO Box 428, Maupin, OR 97037  
541-460-2069  
jon@belozerswhitewaterfishing.com

**For Jefferson County**  
JEFFERSON COUNTY BOARD OF  
COMMISSIONERS

By: [Signature]  
Jon Belozer, President

[Signature]  
Kelly Simmelink, Chair

Date: 6/27/21

[Signature]  
Wayne Fording, Commissioner

[Signature]  
Mae Huston, Commissioner

Date: June 23, 2021



**EXHIBIT A**  
**REQUIRED TERMS FOR ALL PUBLIC CONTRACTS**

**1. PAYMENTS AND DEBTS:**

- 1.1. Contractor shall promptly, as due, make payment to:
  - 1.1.1. Any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services;
  - 1.1.2. All persons supplying to Contractor labor or material for the performance of the work provided for in the Agreement;
  - 1.1.3. All contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this Agreement; and
  - 1.1.4. The Department of Revenue all sums withheld from employees under ORS 316.167.
- 1.2. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished under this Agreement.

**2. EMPLOYEES:**

- 2.1. Contractor and subcontractors shall either be employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 2.2. Contractor shall comply with the prohibition on wage discrimination of ORS 652.220; failure to do so is a material element of the contract and a breach that entitles County to terminate this Agreement for cause.
- 2.3. For all work under this Agreement, Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise, and in such cases, Contractor shall pay the employee at least time-and-a-half pay for:
  - (a) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and
  - (b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020;
- 2.3.1. If this Agreement is for services, Contractor shall pay employees at least time-and-a-half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in 279B.020 (1)(b)(B) to (G) and for all time the employees work in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater;
- 2.3.2. If this Agreement is for personal services, as described in ORS 279A.055, Contractor shall pay its employees who work under this Agreement at least time-and-a-half for all overtime the employees work in excess of 40 hours in any one week, unless said employees are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime;
- 2.3.3. If this Agreement is for services at a county fair, or for another event that Jefferson County Fair Board authorizes, Contractor shall pay employees who work under this Agreement at least time-and-a-half for work in excess of 10 hours in any one day or 40 hours in any one week.
- 2.4. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- 2.5. Contractor shall give notice in writing to employees who work under this Agreement, either at the time of hire or before work begins on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that Contractor may require the employees to work.

**3. OTHER PROVISIONS:**

- 3.1. By executing this Agreement, Contractor represents and warrants that it has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318; Contractor further covenants to continue with said compliance during the term of this Agreement. Noncompliance with this provision



is a default for which County may terminate the Agreement, in whole or part, and seek damages under the terms of this Agreement or applicable law.

- 3.2. If this Agreement involves lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

**EXHIBIT B**  
**INDEPENDENT CONTRACTOR STATUS**

Contractor states and represents that contractor is an Independent Contractor as that term is defined in Oregon Revised Statute 670.600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this Agreement:

1. Contractor provides services for remuneration; and
2. Contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of County to specify the desired results; and
3. Contractor is customarily engaged in an independently established business; and
4. Contractor is licensed within the state of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and
5. Contractor complies with at least three of the following requirements:
  - (a) A business location is maintained that is separate from the business or work location of County; or is in a portion of the Contractor's residence and that portion is used primarily for the business.
  - (b) The Contractor bears the risk of loss related to the provision of services or scope of work such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.
  - (c) Contracted services for two or more different persons or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
  - (d) Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.
  - (e) Possesses authority to hire other persons to assist in providing their services and has the authority to fire those persons.
6. Contractor will immediately inform County in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.

**EXHIBIT C**  
**PROTECTED INFORMATION**

If Contractor obtains any personal information as defined in ORS 646A.602(11) related to this Agreement or concerning any County employee, Contractor agrees to provide appropriate safeguards to protect the security of this information. Contractor shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS 646A.622. Furthermore:

1. **"Protected Information"** shall be defined as *data or information* that has been designated as private or confidential by law or by the County. Protected Information includes, but is not limited to, employment records, medical records, personal financial records (or other personally identifiable information), trade secrets, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the County or proper legal authority.
2. **Data Confidentiality.** Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action of unauthorized disclosure that could result in substantial harm to the County or an individual identified with the data or information in Contractor's custody or access.

To the extent that Contractor may have access to County protected health information (as the same is defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and the implementing regulations known and referred to as Privacy Rule, Security Rule, Enforcement Rule and Breach Notification Rule, referred to herein collectively as "HIPAA"), Contractor agrees to protect such information in compliance with HIPAA and represents that it has the processes, systems and training to assure compliance with the same.

3. **Data and Network Security.** Contractor agrees at all times to maintain commercially reasonable network security that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention and periodic third party penetration testing. Likewise Contractor agrees to maintain network security that at a minimum conforms to current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository>. Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.
4. **Security Breach.** In the unlikely event of a security breach or issue, Contractor will notify the appropriate County contact no later than one hour after they are aware of the breach. Contractor will be responsible for all remedial action necessary to correct the breach; provided however, that Contractor will not undertake litigation on behalf of the County without prior written consent.
5. **Data Storage and Backup.** Contractor agrees that any and all County data will be stored, processed, and maintained solely on designated servers and that no County data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a County officer with designated

data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the County Information Security Officer for any general or specific case.

Contractor agrees to store all County backup data stored as part of its backup and recovery processes in encrypted form, using no less than AES 256.

6. **Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor further agrees that no County data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractor or interested parties except on a case-by-case basis as specifically agreed to in writing by a County officer with designated data, security, or signature authority.
7. **PCI Compliance.** Contractor agrees to comply with PCI DSS (Payment Card Industry Data Security Standard). As evidence of compliance, Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
8. **End of Agreement Data Handling.** Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all County data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of County whichever shall come first.
9. **Non-Disclosure.** Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need-to-know basis only, provided that all such subcontractors, agents, consultants and auditors have written confidentiality obligations to both Contractor and County.
10. **Criminal Background Check.** County shall perform criminal background checks on all talent assigned to this project before a person is allowed to work on any of the County's Criminal Justice Information System (CJIS) protected data, software systems or facilities.
11. **Survival.** The confidentiality obligations shall survive termination of any agreement with Contractor for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of County.



## **EXHIBIT D**

### **SCOPE OF SERVICES**

#### **OVERVIEW**

Contractor will provide professional wildlife management services to reduce, manage, or control damage to property or threats to human health and safety from coyotes, mountain lions, bears, and nuisance wildlife. Contractor will prioritize the protection of human life above all other concerns. Before taking any action, Contractor will make a determination that such action is in compliance with all federal, state, and local laws. Lethal management efforts will be directed towards specific offending individuals or local populations. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.

#### **SPECIFIC DUTIES**

- Contractor will confer with County to develop a wildlife damage management (WDM) plan that addresses the specific needs of County.
- Contractor will provide verbal or written advice, recommendations, information, demonstrations, or training to County and resource/property owners to use in managing wildlife damage problems.
- When the resource/property owners' efforts and technical assistance are inadequate, Contractor will apply direct management techniques, including trap equipment, shooting, aerial hunting, and other mutually agreed upon methods. Contractor will obtain written approval from the property/resource owner or lessee, on forms approved by County Counsel, before initiating any direct management techniques. Contractor will email copies of landowner approval forms to County without delay once executed.
- Contractor will cooperate with County, Oregon Department of Fish and Wildlife, Oregon Department of Agriculture, US Fish and Wildlife Service, Oregon Department of Transportation, Jefferson County Fire and Rescue, city governments, and other entities to assure compliance with Federal, State, and local laws, regulations, and ordinances.
- Contractor will reply to all requests from County and property/resource owners and lessees as soon as reasonably possible or within 24 hours. Contractor will prioritize direct management actions to those that protect human health and safety, regardless of location.

#### **REPORTING DUTIES**

At the expiration of each quarter, along with the invoice, Contractor will provide a report on the overall success of services performed, and a brief outline of anticipated services required and general or logistical concerns for the upcoming quarter such that County is fully informed on the state of wildlife damage needs in County. The report on services performed shall include at least a summary of the following:

- resource/property owners and lessees that received technical assistance and direct management;
- approximate number of predatory and nuisance wildlife treated;
- an estimate of property or other damage caused;

- approximate time spent in County; and
- details on any exceptional or noteworthy events, including but not limited to threats to human health and safety.

**EXHIBIT E**  
**Activity Report and Damage Report**

<b>BELOZER'S OUTDOOR ENTERPRISES - ACTIVITY REPORT</b>				
<b>Date</b>	<b>Hours Worked</b>	<b>Hourly Rate</b>	<b>Work Location</b>	<b>Total</b>

<b>BELOZER'S OUTDOOR ENTERPRISES - WILDLIFE DAMAGE REPORT</b>						
<b>Date</b>	<b>Complaint</b>	<b>Location</b>	<b>Damage Value</b>	<b>Responsible Species</b>	<b>Referring Agency</b>	<b>Result</b>

## PERSONAL SERVICES CONTRACT

CONTRACTOR: Belozer's Outdoor Enterprises, LLC

ADDRESS: PO Box 428 Maupin OR 97037  
Street Address City State Zip

PHONE NUMBER: 541-460-2069 EMAIL: jon@belozerswhitewaterfishing.com

This Personal Services Contract (Agreement) by and between Belozer's Outdoor Enterprises, LLC (Contractor) and Crook County, a political subdivision of the State of Oregon (County), entered into effective the 1<sup>st</sup> day of July, 2021, authorizes Contractor to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

### RECITALS

WHEREAS, Contractor has decades of training, experience, and success in, and has established broad relationships in the specialized field of wildlife damage management services in Central Oregon;

WHEREAS, coyotes, mountain lions, bears, and other nuisance wildlife are a significant threat to the human health and safety of Crook County, as well as a threat to livestock and other property throughout Crook County; and

WHEREAS, contracts for services performed as an independent contractor in a professional capacity and contracts for services of a specialized nature are personal service contracts and not public contracts for the purposes of ORS Chapters 279A, 279B, 279C and CCC 3.12 under Crook County Code 3.12.110.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations contained herein, the parties agree as follows:

1. **PROJECT:** Contractor shall provide wildlife damage management services to manage and mitigate threats to human health and safety and property (the "Project"), as more thoroughly described in Exhibit D.
2. **DURATION:** This Agreement shall run from the date this Agreement is effective ("effective date") through June 30, 2023, unless terminated or extended according to the provisions of this Agreement.
3. **SCOPE OF SERVICES:** Contractor will perform the services as described in Exhibit D, attached hereto.
4. **FEE FOR SERVICES:** Contractor's fee for the services identified in Exhibit D to this Agreement shall be: FIFTY-FOUR THOUSAND and no/100 Dollars (\$54,000.00) per year, billed quarterly.



5. **EXTRA SERVICES:** Contractor may also perform Extra Services (services not specified in the Scope of Services), provided Contractor and County have agreed in advance and in writing to the scope and fees for such Extra Services.

6. **EXHIBITS:** The following documents which are attached to this Agreement are incorporated herein and by this reference made part hereof:

- Exhibit A: Required Terms for All Public Contracts
- Exhibit B: Independent Contractor Status
- Exhibit C: Protected Information
- Exhibit D: Scope of Services

7. **TAX DUTIES AND LIABILITIES:** Contractor shall be responsible for all taxes applicable to any payments received pursuant to this Agreement and is currently and will remain fully compliant with tax laws, as certified in Exhibit A. County shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor.

8. **SUBMITTAL OF W-9 BEFORE PAYMENT:** Contractor must provide County with a fully completed W-9 form upon execution of the Agreement and prior to beginning services. Contractor will not be paid until a fully completed W-9 form is submitted.

9. **REIMBURSEMENT OF EXPENSES:** Contractor shall not be entitled to reimbursement by County for any expenses incurred by Contractor unless otherwise agreed in writing.

10. **PAYMENT BY COUNTY:** Unless otherwise agreed to within this Agreement, County will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.

11. **INDEMNIFICATION AND HOLD HARMLESS:** The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the County, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume defense of, indemnify and save harmless the County, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Agreement, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any subcontractor under the Agreement or any way arising out of the Agreement, irrespective of whether any act, omission or conduct of the County connected with the Agreement is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the County relative to claims for damage or damages resulting solely from acts or omissions of the County, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 15 below shall not negate Contractor's obligations in this paragraph.

12. **CONTRACTOR STATUS:** Contractor certifies it is a "Contractor" under ORS 670.600 and relevant law as it pertains to this contract and as further described in incorporated Exhibit B.

13. CONFORMANCE WITH OREGON PUBLIC CONTRACT LAWS: Contractor shall fully comply with Oregon law for public contracts, as more fully set forth in the Exhibits.

14. TERMINATION:

- 14.1. Either party may terminate this Agreement after giving thirty days' prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the thirty-day period after notice of intent to terminate without cause has been given;
- 14.2. With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;
- 14.3. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Crook County Court appropriates funds for this Agreement in County's budget for such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

15. INSURANCE:

- 15.1. GENERAL INSURANCE: Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$2,000,000 per occurrence shall be maintained. The County, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this Agreement, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Contractor or the fault of Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the County may carry on its own. Contractor understands that County is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that County's financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Contractor agrees that the limits regarding liability insurance set forth in this section 15.1 will be modified to conform to such limits. Contractor and County shall sign an amendment to this Agreement incorporating such modification.
- 15.2. WORKERS' COMPENSATION: Contractor shall provide and maintain workers' compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption shall be provided to the County.
- 15.3. EVIDENCE OF INSURANCE COVERAGE: Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to

the County by way of a County approved certificate of insurance before any work or services commence.

15.3.1. NOTICE OF CANCELLATION OR MATERIAL CHANGE IN

COVERAGE: The certificate of insurance shall contain a requirement that the insurance company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, Contractor shall provide written notice to County within 2 calendar days after Contractor becomes aware that its coverage has been canceled or has been materially changed. Regardless of what circumstances caused Contractor's insurance coverage to cease or be modified, it is Contractor's responsibility to notify County. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract.

15.4. EQUIPMENT AND MATERIAL: Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

15.5. SUBCONTRACTOR: The Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this Agreement. Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

15.6. EXCEPTION OR WAIVERS: Any exception or waiver of these requirements shall be subject to review and approval from the County.

16. GENERAL PROVISIONS:

16.1. ENTIRE AGREEMENT: This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives

16.2. AMENDMENTS: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of County. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

16.3. ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part without written approval of County.

16.4. SUB-AGREEMENTS: If this project is funded in whole or in part with grant funds received by County, Contractor, as a sub-recipient of those funds, shall fully comply with all applicable terms, conditions, and requirements of the Grant Agreement, including but not limited to procurement regulations, property and equipment management and records, indemnity, and insurance provisions.

16.5. NON-EXCLUSIVITY: Nothing in this agreement shall prevent Contractor from entering into separate agreements with other entities for the same or similar services provided for under this agreement.



- 16.6. **SUCCESSORS IN INTEREST:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 16.7. **AUTHORIZED SIGNATURES REQUIRED:** Only those persons authorized by the Crook County Purchasing Rules and Procedures may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the County. All persons doing business with the County shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for the County has been duly authorized.
- 16.8. **NO ENCUMBRANCES:** Any property delivered or granted to County under this Agreement, and Contractor's Services rendered in the performance of Contractor's obligations under this Agreement, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.
- 16.9. **NO AUTHORITY TO BIND CROOK COUNTY:** Contractor has no authority to enter into contracts on behalf of County. This Agreement does not create a partnership between the parties.
- 16.10. **HOW NOTICES SHALL BE GIVEN:** Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated on the work authorization or to Crook County at 300 NE 3<sup>rd</sup> Street, Prineville, OR 97754, attention "Legal Department."
- 16.11. **GOVERNING LAW AND VENUE:** Any dispute under this Agreement shall be governed by Oregon law, with venue being located in Crook County, Oregon.
- 16.12. **SEVERABILITY:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 16.13. **ACCESS TO RECORDS:** County and its duly authorized representatives shall have access to books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- 16.14. **CONFIDENTIALITY:** During the course of performance of work under this Agreement, Contractor may receive information regarding organizations and County's business practices, employees, clients, etc. Contractor agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure.
- 16.15. **FEDERAL EMPLOYMENT STATUS:** In the event payment made pursuant to this Agreement is to be charged against federal funds, Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Contractor's normal charge for the type of services provided.
- 16.16. **COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable

to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.

- 16.17. **FORCE MAJEURE:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. County may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
- 16.18. **RIGHTS IN DATA:** All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for County pursuant to this Agreement, shall become exclusively the property of County. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Contractor's possession, independently developed by Contractor, outside the scope of this Agreement, or rightfully obtained by Contractor from third parties, shall belong to Contractor. This Agreement shall not preclude Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered the County pursuant to this Agreement. Contractor shall not, however, use any written materials development under this Agreement in developing materials for others, except as provided in this section.
- 16.19. **ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT:** In the event of any claim or suit against County on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Contractor shall defend County against any such suit or claim and hold County harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
- 16.20. **EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES:** Contractor will provide all equipment, tools, materials or supplies necessary to fulfill Contractor's obligations under the terms of this Agreement.
- 16.21. **ATTORNEY FEES:** In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
- 16.22. **WAIVER:** The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.

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16.23. COUNTERPARTS: This Personal Services Contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the date first set forth above.

**For Contractor**

Belozer's Outdoor Enterprises, LLC

By: Jon Belozer  
Signature

Jon Belozer  
Printed Name

Title: Owner

Date: 4/19/2021

**For Crook County**

CROOK COUNTY COURT

Seth Crawford  
Seth Crawford, County Judge

Date: 4-21-21

Jerry Brummer  
Jerry Brummer, County Commissioner

Date: 4-21-21

Brian Barney  
Brian Barney, County Commissioner

Date: 4/21/2021

**EXHIBIT A**  
**REQUIRED TERMS FOR ALL PUBLIC CONTRACTS**

**1. PAYMENTS AND DEBTS:**

- 1.1. Contractor shall promptly, as due, make payment to:
  - 1.1.1. Any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services;
  - 1.1.2. All persons supplying to Contractor labor or material for the performance of the work provided for in the Agreement;
  - 1.1.3. All contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this Agreement; and
  - 1.1.4. The Department of Revenue all sums withheld from employees under ORS 316.167,
- 1.2. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished under this Agreement.

**2. EMPLOYEES:**

- 2.1. Contractor and subcontractors shall either be employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 2.2. Contractor shall comply with the prohibition on wage discrimination of ORS 652.220; failure to do so is a material element of the contract and a breach that entitles County to terminate this Agreement for cause.
- 2.3. For all work under this Agreement, Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise, and in such cases, Contractor shall pay the employee at least time-and-a-half pay for:
  - (a) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and
  - (b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020;
- 2.3.1. If this Agreement is for services, Contractor shall pay employees at least time-and-a-half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in 279B.020 (1)(b)(B) to (G) and for all time the employees work in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater;
- 2.3.2. If this Agreement is for personal services, as described in ORS 279A.055, Contractor shall pay its employees who work under this Agreement at least time-and-a-half for all overtime the employees work in excess of 40 hours in any one week, unless said employees are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime;
- 2.3.3. If this Agreement is for services at a county fair, or for another event that Crook County Fair Board authorizes, Contractor shall pay employees who work under this Agreement at least time-and-a-half for work in excess of 10 hours in any one day or 40 hours in any one week.
- 2.4. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- 2.5. Contractor shall give notice in writing to employees who work under this Agreement, either at the time of hire or before work begins on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that Contractor may require the employees to work.

**3. OTHER PROVISIONS:**

- 3.1. By executing this Agreement, Contractor represents and warrants that it has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318; Contractor further covenants to continue with said compliance during the term of this Agreement. Noncompliance with this provision is a default for which County may terminate the Agreement, in whole or part, and seek damages under the terms of this Agreement or applicable law.
- 3.2. If this Agreement involves lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.



**EXHIBIT B**  
**INDEPENDENT CONTRACTOR STATUS**

Contractor states and represents that contractor is an Independent Contractor as that term is defined in Oregon Revised Statute 670,600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this Agreement:

1. Contractor provides services for remuneration; and
2. Contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of County to specify the desired results; and
3. Contractor is customarily engaged in an independently established business; and
4. Contractor is licensed within the state of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and
5. Contractor complies with at least three of the following requirements:
  - (a) A business location is maintained that is separate from the business or work location of County; or is in a portion of the Contractor's residence and that portion is used primarily for the business.
  - (b) The Contractor bears the risk of loss related to the provision of services or scope of work such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.
  - (c) Contracted services for two or more different persons or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
  - (d) Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.
  - (e) Possesses authority to hire other persons to assist in providing their services and has the authority to fire those persons.
6. Contractor will immediately inform County in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.



## EXHIBIT C

### PROTECTED INFORMATION

If Contractor obtains any personal information as defined in ORS 646A.602(11) related to this Agreement or concerning any County employee, Contractor agrees to provide appropriate safeguards to protect the security of this information. Contractor shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS 646A.622. Furthermore:

1. **“Protected Information”** shall be defined as *data or information* that has been designated as private or confidential by law or by the County. Protected Information includes, but is not limited to, employment records, medical records, personal financial records (or other personally identifiable information), trade secrets, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the County or proper legal authority.
2. **Data Confidentiality.** Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action of unauthorized disclosure that could result in substantial harm to the County or an individual identified with the data or information in Contractor’s custody or access.

To the extent that Contractor may have access to County protected health information (as the same is defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and the implementing regulations known and referred to as Privacy Rule, Security Rule, Enforcement Rule and Breach Notification Rule, referred to herein collectively as “HIPAA”), Contractor agrees to protect such information in compliance with HIPAA and represents that it has the processes, systems and training to assure compliance with the same.

3. **Data and Network Security.** Contractor agrees at all times to maintain commercially reasonable network security that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention and periodic third party penetration testing. Likewise Contractor agrees to maintain network security that at a minimum conforms to current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository>. Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.
4. **Security Breach.** In the unlikely event of a security breach or issue, Contractor will notify the appropriate County contact no later than one hour after they are aware of the breach. Contractor will be responsible for all remedial action necessary to correct the breach; provided however, that Contractor will not undertake litigation on behalf of the County without prior written consent.
5. **Data Storage and Backup.** Contractor agrees that any and all County data will be stored, processed, and maintained solely on designated servers and that no County data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor’s designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a County officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the County Information Security Officer for any general or specific case.

Contractor agrees to store all County backup data stored as part of its backup and recovery processes in encrypted form, using no less than AES 256.

6. **Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor further agrees that no County data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractor or interested parties except on a case-by-case basis as specifically agreed to in writing by a County officer with designated data, security, or signature authority.
7. **PCI Compliance.** Contractor agrees to comply with PCI DSS (Payment Card Industry Data Security Standard). As evidence of compliance, Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
8. **End of Agreement Data Handling.** Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all County data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of County whichever shall come first.
9. **Mandatory Disclosure of Protected Information.** If Contractor becomes compelled by law or regulation (including securities' laws) to disclose any Protected Information, Contractor will provide County with prompt written notice so that County may seek an appropriate protective order or other remedy. If a remedy acceptable to County is not obtained by the date that Contractor must comply with the request, Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
10. **Remedies for Disclosure of Confidential Information.** Contractor and County acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage County in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give County the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants County the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
11. **Non-Disclosure.** Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need-to-know basis only, provided that all such subcontractors, agents, consultants and auditors have written confidentiality obligations to both Contractor and County.
12. **Criminal Background Check.** County shall perform criminal background checks on all talent assigned to this project before a person is allowed to work on any of the County's Criminal Justice Information System (CJIS) protected data, software systems or facilities.
13. **Survival.** The confidentiality obligations shall survive termination of any agreement with Contractor for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of County.

## **EXHIBIT D**

### **SCOPE OF SERVICES**

#### **OVERVIEW**

Contractor will provide professional wildlife management services to reduce, manage, or control damage to property or threats to human health and safety from coyotes, mountain lions, bears, and nuisance wildlife. Contractor will prioritize the protection of human life above all other concerns. Before taking any action, Contractor will make a determination that such action is in compliance with all federal, state, and local laws. Lethal management efforts will be directed towards specific offending individuals or local populations. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.

#### **SPECIFIC DUTIES**

- Contractor will confer with County to develop a wildlife damage management (WDM) plan that addresses the specific needs of County.
- Contractor will provide verbal or written advice, recommendations, information, demonstrations, or training to County and resource/property owners to use in managing wildlife damage problems.
- When the resource/property owners' efforts and technical assistance are inadequate, Contractor will apply direct management techniques, including trap equipment, shooting, aerial hunting, and other mutually agreed upon methods. Contractor will obtain written approval from the property/resource owner or lessee, on forms approved by County Counsel, before initiating any direct management techniques. Contractor will email copies of landowner approval forms to County without delay once executed.
- Contractor will cooperate with County, Oregon Department of Fish and Wildlife, Oregon Department of Agriculture, US Fish and Wildlife Service, Oregon Department of Transportation, Crook County Fire and Rescue, city governments, and other entities to assure compliance with Federal, State, and local laws, regulations, and ordinances.
- Contractor will reply to all requests from County and property/resource owners and lessees as soon as reasonably possible or within 24 hours. Contractor will prioritize direct management actions to those that protect human health and safety, regardless of location.

#### **REPORTING DUTIES**

At the expiration of each quarter, along with the invoice, Contractor will provide a report on the overall success of services performed, and a brief outline of anticipated services required and general or logistical concerns for the upcoming quarter such that County is fully informed on the state of wildlife damage needs in County. The report on services performed shall include at least a summary of the following:

- resource/property owners and lessees that received technical assistance and direct management;
- approximate number of predatory and nuisance wildlife treated;
- an estimate of property or other damage caused;
- approximate time spent in County; and
- details on any exceptional or noteworthy events, including but not limited to threats to human health and safety.



## AGENDA ITEM

### Executive Session

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[PURSUANT TO ORS 192.660\(2\)\(H\) CONSULTING WITH COUNSEL](#)

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

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Kathy Clark &lt;kathyc@co.wasco.or.us&gt;

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## Zoom meeting with Jon Belozer

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**Jerod Warnock** <warnockosu@gmail.com>  
To: kathyc@co.wasco.or.us

Wed, Jul 21, 2021 at 9:48 AM

Kathy,

I will not be able to attend the zoom meeting today regarding Jon Belozer's contract for predator control in Wasco County. As a landowner and president of the North Central Livestock Association, i have spoke with many locals who would like to see Jon Belozer continue to be our predator control agent. Jon has developed good relationships with numerous landowners and many of us feel that he is the most qualified for this position.

Because I could not make the call today I just wanted my voice and many others in the community to be heard, that we support keeping Jon Belozer as our predator control agent.

Jerod Warnock

Sent from my iPhone