



AGENDA: REGULAR SESSION

WEDNESDAY, JULY 11, 2018

WASCO COUNTY BOARD OF COMMISSIONERS

WASCO COUNTY COURTHOUSE, RM #302, 511 WASHINGTON ST, THE DALLES, OR 97058

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

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

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

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

9:00 a.m.	CALL TO ORDER Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. Corrections or Additions to the Agenda <u>Discussion Items</u> (Items of general Commission discussion, not otherwise listed on the Agenda) <u>Sheriff's Report</u> ; <u>Camping Policy</u> ; <u>OSMB Pine Hollow Grant Agreement</u> ; <u>ORMAP Agreement</u> ; <u>OYA Lease Renewal</u> ; <u>MCHA Appointment</u> ; <u>Building Codes Reserve Fund</u> <u>Consent Agenda</u> (Items of a routine nature: minutes, documents, items previously discussed.) <u>6.20.2018 Regular Session Minutes</u>
9:30 a.m.	<u>Quarterly Finance Review</u> – Debbie Smith-Wagar
9:45 a.m.	<u>NCPHD Updates</u> – Jeremy Hawkins
10:00 a.m.	<u>Community Corrections MOU</u> <u>Blue Zones Certification</u> } Fritz Bachman
10:20 a.m.	<u>Library Service District Meeting</u>
	COMMISSION CALL
	NEW/OLD BUSINESS
	ADJOURN

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



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JULY 11, 2018

PRESENT: Steve Kramer, Chair
Scott Hege, Vice-Chair
STAFF: Kathy White, Executive Assistant
ABSENT: Rod Runyon, County Commissioner
Tyler Stone, Administrative Officer

At 9:00 a.m. Chair Kramer opened the Regular Session with the Pledge of Allegiance.

Public Comment - NORCOR

Tim Scheklin, representing the NORCOR Community Resource Coalition (NCRC), explained the goals of the coalition include terminating the ICE contract with NORCOR, educating communities about the purpose and use of NORCOR and assist law enforcement in the areas of crisis care, drug, and alcohol and detox facilities.

Mr. Scheklin went on to say that in light of the resignation of NORCOR Executive Director Bryan Brandenburg, NCRC wants to address the hiring process. He stated they have reviewed the job posting and are concerned about the short timeline and the reduced qualifications for the position.

Vice-Chair Hege asked if this information has been sent to the NORCOR Board. Mr. Scheklin replied that it is being presented to all the participating counties and will be provided to the NORCOR Board. He provided a handout to the Board members (attached).

Public Comment – Building Codes

Wayne Lease of Washington State stated that he is here to talk about the Building Codes reserve funds. He noted that the archives are no longer available to the public and should be made available. He repeated complaints previously

presented to the Board and said that they cannot ignore what has been lost in the last 10 years.

Discussion List – Sheriff's Report

Sheriff Lane Magill reported that the WARS volunteer radio group that assists his department put in 786 volunteer hours in the 2017/2018 fiscal year. He commented on how important and valuable their assistance is.

Sheriff Magill went on to report that Emergency Manager Juston Huffman is moving the Ambulance Service Area plan revisions along and has received input from all ASAs. He will be integrating that feedback into the plan and bring it to the Board for further revision. Once all updates have been completed, the plan will be sent to the State for review and then back to the Board of Commissioners for adoption.

Sheriff Magill announced that they have identified a promising deputy candidate from the July interviews and will be sending that candidate into the background process. In addition, there is one candidate going to the academy now and one going in August. He said he anticipated two more openings in the fall and is building a list of candidates for those positions.

Sheriff Magill said that the Wheeler County sheriff has two laterals that he will be sending to us for possible transfer. Gilliam has picked up one of the other Wheeler County laterals as has Deschutes County. He said taking a lateral transfer saves the cost of sending someone to the academy.

Discussion List – Camping Policy

Sheriff Magill said that he and Chair Kramer worked on some modifications (attached) to the policy and he believes this policy is fair and workable. He said that the process will be similar to criminal trespass – the notice will be posted with a timeline and then the process can move forward. He said that he thinks it will work better for the trespasser as it gives them time and allows us to offer some resources.

Chair Kramer noted that the Sheriff has been working with County Counsel on this all along. Vice-Chair Hege asked if this a new policy. Sheriff Magill replied affirmatively. Vice-Chair Hege asked if there have been previous issues. Sheriff Magill responded that to his knowledge we have only had one other situation like this; it was at Rock Fort two or three years ago. He said they went through a similar process working with the individuals. He said this policy will solidify the process.

{{{Chair Kramer moved to approve the policy, to be enforced through the Wasco County Sheriff's Office, to provide guidelines for the removal of trespassing/unauthorized individuals camping on County-owned or other public property. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Chair Kramer commented that the policy can be revised in the future if needed. Sheriff Magill committed to keeping the Board updated on how the process is working.

Discussion List – OSMB Grant Agreement

County Clerk and County Liaison to SWPRD Lisa Gambée explained that this is the grant agreement for the repair of one of the boat ramps at Pine Hollow Reservoir. She pointed out that the agreement obligates the County in conjunction with the South Wasco County Park and Recreation District for 10 years after which time the SWPRD will have established its viability and will be solely responsible for the maintenance of the site.

Ms. Gambée went on to say that section 5.2.17 is still under review; the changes to that section have been agreed upon by Mr. Stone and OSMB staff but have to be approved by the Marine Board at their meeting this afternoon.

Vice-Chair Hege asked about Attachment D which contains no language. He asked it is possible that anything will be added to that section. Ms. Gambée replied that it is a standard OSMB agreement which always contains that attachment for possible special circumstances. She said that she does not expect anything to be added to the agreement.

Chair Kramer said that he is comfortable with the current language.

{{{Vice-Chair Hege moved to approve the Boating Facility Intergovernmental Agreement #1607 between the State Marine Board, Wasco County and South Wasco County Park and Recreation District pending legal review and further move to authorize the County Administrator to sign the finalized document. Chair Kramer seconded the motion which passed unanimously.}}}

Discussion List – ORMAP Grant Agreement
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Survey & Engineering Technician Ivan Donahue reminded the Board that he had presented the application for this grant at a March Board Session. He reported that

we have been awarded the requested amount and the grant agreement will allow them to receive the funds and move forward with the project.

{{Vice-Chair Hege moved to approve the Department of Revenue ORMAP Intergovernmental Agreement Contract #3718-18. Chair Kramer seconded the motion which passed unanimously.}}

Agenda Item – Quarterly Finance Review

Finance Consultant Debbie Smith-Wagar stated that she was engaged to look at the County's finance processes and provide updates; this is the second update. She reported that reconciliations are caught up – it has been a long road. She noted that staff turnover, software issues and PERS errors created a perfect storm. She noted that this will be the first year with a new auditor and observed that the County should change auditors regularly – about every five years.

Ms. Smith-Wagar explained that the new auditor will come out to get familiar with the County policies and procedures, test internal controls and look at items noted by the prior auditors. She said she believes they will be pleased with what they find.

Ms. Smith-Wagar went on to say that the auditors will be back in October for the actual audit. She reported that Finance Director Mike Middleton has a schedule in place to make sure his group meets the auditors' deadlines in order to complete the audit by the end of the year. She commented that the staff is not so new anymore and seem to be hitting their stride. She said she believes that we are getting back to the point where Finance rolls along in the background and you can have confidence in the operation.

Vice-Chair Hege noted that there were challenges with the Eden software and asked if that has been worked out so that the data is more useful. Ms. Smith-Wagar responded that it is still a challenge. She explained that Tyler Technologies is no longer upgrading Eden with the expectation that customers will upgrade to a newer system. She said that Eden is an archaic system and will never be easy. She added that the Finance team has put some processes in place to pull the data out and manipulate it to be more useful – we have created work-arounds but it will never be easy.

Vice-Chair Hege said that he recalls there was an issue with the electronic banking communications. Ms. Smith-Wagar replied that it was a function of the level of service that the County was willing to fund; it just creates a lot more daily

work. She observed that the benefit of that is staff handling daily cash flow, clears checks on a daily basis which allows staff to find errors in real time rather than have to go back a month to research them. She added that the PERS error, which had caused so much confusion for reconciliation, has been corrected; that is also reviewed on a daily basis.

Chair Kramer commented that he is pleased with the progress in Finance and thanked Ms. Smith-Wagar and the Finance staff for all their hard work.

Agenda – North Central Public Health District Updates

NCPHD Communicable Disease Investigator Jeremy Hawkins reviewed the presentation included in the Board Packet, highlighting the rise in STDs and the recent Oregon measles outbreak. He explained the challenges social media and dating sites present challenges to his ability to follow a trail of exposure. He also outlined his work with area entities that serve at-risk populations such as infants and the elderly; his goal is to help them prevent outbreaks from occurring.

Chair Kramer thanked Mr. Hawkins for the work he does and appreciates the passion he brings to that work. He thanked NCPHD Executive Director Teri Thalofer for the update. Ms. Thalofer said that they have a schedule of presentations for their board and would be happy to bring those to the Board of Commissioners. She added that Wasco County currently has no public members on the NCPHD Board.

Agenda – Community Corrections Agreement

Community Corrections Manager Fritz Bachman explained that Steven Seeley, provider for sex offender counseling programming has moved to the area, leaving Innovative Counseling Enterprises (ICE) to start his own business. He said that Wasco County Community Corrections had contracted with ICE and have built a good relationship with Mr. Seeley through that contract. He reported that the contract with ICE has expired and ICE is supportive of the continuing relationship between Wasco County and Mr. Seeley.

Mr. Bachman went on to say that Mr. Seeley has done good work with clients, graduating a dozen from the program in the last two years. From the County's perspective, nothing will change – the program will continue and costs will be similar - \$2,000-\$3,000 per month.

Chair Kramer noted that a not-to-exceed clause is absent from the agreement and he wonders how those costs will be managed. Mr. Bachman replied that he has

never come close to spending what the State allots for these services, but that the budget process keeps him from spending more than is budgeted.

{{Vice-Chair Hege moved to approve the Memorandum of Understanding between Wasco County Community Corrections and Steven Seeley, LLC for Sex Offender Treatment Programming. Chair Kramer seconded the motion which passed unanimously.}}

Agenda – Blue Zones Certification
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Mr. Bachman observed that the Blue Zone Project has been active in the community for the last year. He explained that one of their programs is to certify entities as Blue Zone Work Sites. The Wasco County Wellness Committee accepted that challenge and after working toward that goal for many months, submitted an application which was accepted, reviewed and approved. He pointed out that there is a licensing agreement that will need to be signed in order to use the Blue Zones logo. He announced that Blue Zones would like to promote the County's success with a ribbon-cutting ceremony.

Chair Kramer said that he appreciates the efforts and does not want to lose sight of the work being done at the County by dedicated staff. He went on to say that he supports the Blue Zone Project but wants to make sure we recognize the work being done within the County organization by and on behalf of employees.

Mr. Bachman responded that it is a discussion they have had within the Wellness Committee – Blue Zones is a complement to the wellness work being done by the Committee.

Blue Zones representative Taylor Smith said that they appreciate the work that is being done – it is important and will definitely be highlighted at the ceremony. She said that they typically have a ribbon cutting and a press release in conjunction with the celebration of certification.

Vice-Chair Hege asked how many other local organizations have been certified. Ms. Smith replied that Wasco County will be the second certified site in the Gorge with a couple more in the pipeline.

{{Chair Kramer moved to approve the Blue Zones Licensing Agreement and direct staff to coordinate efforts for the certification ceremony. Vice-Chair Hege seconded the motion which passed unanimously.}}

At 10:21 a.m. Chair Kramer called a recess in order to open a meeting of the

Wasco County Library Service District.

The session resumed at 10:23 a.m.

Discussion List – Oregon Youth Authority Lease

{{{Vice-Chair Hege moved to approve the Intergovernmental Lease Amendment between Wasco County and the State of Oregon by and through its Oregon Youth Authority for the property located at 606 Court Street in The Dalles, OR. Chair Kramer seconded the motion which passed unanimously.}}}

Discussion List – MCHA Appointment

Ms. White explained that Scott McKay had served on both Columbia Cascade Housing Corporation and Mid-Columbia Housing Authority Boards and decided to reduce his involvement to just one. Therefore, he resigned from the Mid-Columbia Housing Authority Board. That seat has been vacant for several months but MCHA recently received an application from Teresa Dirks who the Housing Authority believes will be a good addition to their Board.

{{{Vice-Chair Hege moved to approve Order 18-028 appointing Teresa Dirks to the Mid-Columbia Housing Authority Board of Directors. Chair Kramer seconded the motion which passed unanimously.}}}

Discussion List – Building Codes Reserve Funds

Mr. Middleton reviewed the memo included in the Board Packet. He explained that this is basically a trust – we are just the agency to which the LGIP will report account activity.

Vice-Chair Hege noted that MCCOG still exists until July 31st; he asked if they are in support of this action. Chair Kramer replied that the MCCOG Board passed a resolution in support of this process as well as the dissolution of MCCOG. They are still working on the disbursement of general fund monies.

Vice-Chair Hege asked if the loans have been repaid. Chair Kramer responded that all the loans, equipment, vehicles from Building Codes that did not transfer to the State has been transferred to the Building Codes Reserve Fund and is not associated with the MCCOG General Fund.

Vice-Chair Hege asked if there are documents certifying the payoff of the loans. Chair Kramer commented that it is a good question. He stated that through the

minutes and motions there is documentation but he is not sure there is specific certification. He said he would consult with counsel for guidance.

Vice-Chair Hege asked how much there is in the General Fund. Chair Kramer replied that there is approximately \$300,000. There is a tentative calculation in place based on the dues paid for the past two years. He said that this information will be passed along to Commissioner Runyon who serves as Wasco County's representative on the MCCOG Board and we will discuss it as a group.

*****The Board was in consensus for Wasco County Finance to monitor and track the Building Codes Reserve LGIP Fund.*****

Commission Call

Chair Kramer noted that Ms. Rogers sent a white paper outlining a request for juvenile NORCOR funding from the State. This will be brought forward at tomorrow's meeting with Senator Hansell. Vice-Chair Hege stated that he is in support of that advocacy.

Vice-Chair Hege pointed out that Mr. Stone and Commissioner Runyon are attending the annual National Association of Counties conference and therefore could not be at today's meeting.

Vice-Chair Hege noted that Public Works Director Arthur Smith recently reported the traffic counts on Dell Road were moderate to low – it is not a highly traveled road. He asked Mr. Smith what he sees going forward.

Mr. Smith responded that it is up to the Board to determine next steps. He said he is hesitant to set precedent. He stated that in the past we have helped out local Homeowners Associations but it is usually a one-time deal. He said that there is no good solution for local access roads except to form an association. He said that there are thousands of miles of local access roads throughout Oregon – 800 miles just in Deschutes County. He said that the County does not have the resources to maintain all these roads – we can bring it up to a standard but someone else will have to maintain it. He said he would recommend a partnership with a homeowners association. He said with County Counsel's help, we might develop a model process for other communities to use for the maintenance of their local access roads.

Youth Services Director Molly Rogers said that Morrow and Gilliam counties have also received the recommendation for legislative action supporting funding for

juvenile detention.

Vice-Chair Hege recapped the NCRC presentation from earlier in the session. He asked for Ms. Rogers' input on the issues raised regarding the hiring process for NORCOR Executive Director. Ms. Rogers said that it was discussed in Executive Session and she agreed that it is a tight timeline. She reported that they have received 15 applications and expect more. She stated that applicants will be interviewed in Executive Session on the 2nd and the pool will be narrowed to the top five candidates. She said that Chair McCoy is aware of the short time line and she believes that he will be open to an extension if there is not a capable candidate.

Vice-Chair Hege asked about the lowering of the qualification standards. Ms. Rogers said that it actually brings us out of compliance with ACA standards but our facility is small enough for those to not apply.

Vice-Chair Hege asked what happened today in court. Ms. Rogers reported that the plaintiffs' motion to separate the issues was denied. The second motion regarding the protective order for discovery was granted. NORCOR will need to continue to produce discovery – personal information can be redacted and documents will need to be destroyed or returned to NORCOR. She said there will be another presentation to the NORCOR Board on the expected significant additional costs in connection with the legal action.

Chair Kramer adjourned the session at 11:00 a.m.

Summary of Actions

MOTIONS

- **To approve the policy, to be enforced through the Wasco County Sheriff's Office, to provide guidelines for the removal of trespassing/unauthorized individuals camping on County-owned or other public property.**
- **To approve the Boating Facility Intergovernmental Agreement #1607 between the State Marine Board, Wasco County and South Wasco County Park and Recreation District pending legal review and further move to authorize the County Administrator to sign the finalized document**
- **To approve the Department of Revenue ORMAP Intergovernmental Agreement Contract #3718-18.**

- **To approve the Memorandum of Understanding between Wasco County Community Corrections and Steven Seeley, LLC for Sex Offender Treatment Programming.**
- **To approve the Blue Zones Licensing Agreement and direct staff to coordinate efforts for the certification ceremony.**
- **To approve the Intergovernmental Lease Amendment between Wasco County and the State of Oregon by and through its Oregon Youth Authority for the property located at 606 Court Street in The Dalles, OR.**
- **To approve Order 18-028 appointing Teresa Dirks to the Mid-Columbia Housing Authority Board of Directors.**

CONSENSUS

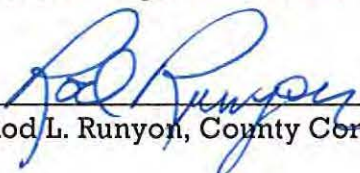
- **For Wasco County Finance to monitor and track the Building Codes Reserve LGIP Fund.**

Wasco County
Board of Commissioners



Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair



Rod L. Runyon, County Commissioner



DISCUSSION LIST

[SHERIFF'S REPORT](#) – LANE MAGILL

[CAMPING POLICY](#) – LANE MAGILL

[OSMB PINE HOLLOW GRANT AGREEMENT](#) – LISA GAMBEE

[ORMAP IGA](#) – IVAN DONAHUE

[OYA LEASE RENEWAL](#)

[MCHA APPOINTMENT](#)

[BUILDING CODES RESERVE FUND](#) – MIKE MIDDLETON



DISCUSSION ITEM

Sheriff's Report

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



DISCUSSION ITEM

Wasco County Camping Policy

[2018 WASCO COUNTY CAMPING POLICY](#)

[MOTION LANGUAGE](#)



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF SETTING A POLICY TO PROVIDE GUIDELINES FOR THE REMOVAL OF HOMELESS INDIVIDUALS
CAMPING ON COUNTY-OWNED OR OTHER PUBLIC PROPERTY

I. PURPOSE

The purpose of this policy is to provide guidelines for deputies when dealing with the removal of homeless individuals camping on County-owned or other public property.

II. POLICY

It is the policy of the Wasco County Sheriff's Office to ensure the most humane treatment for removal of homeless individuals camping on County-owned or other public property.

ORS 203.077 requires local governments to develop policy for the removal of camps on public property.

III. DEFINITIONS

Established Camping Site is a location where a camp structure exists on public property. Camp structures typically include tents, lean-tos, huts, or similar structures used for shelter, and/or personal belongings in quantity or nature that aid in overnight camping. Bridges, overpasses, or highway embankments do not, by themselves, constitute camp structures. This term does not include public property that is a day-use recreational area or public property that is a designated campground and/or occupied by an individual under an agreement with Wasco County.

Personal Property means an item that is reasonably recognized as belonging to a person and that has apparent utility. Items that have no apparent utility or are in an unsanitary condition may be immediately discarded upon removal of the homeless person(s) from the campsite.

Unsanitary Condition is when a property is reasonably feared to harbor hazards or disease, has had its usefulness compromised by exposure to weather, and/or is so dirty that a reasonable person would consider it unusable as found.

IV. PROCEDURES

A. Posting of Notice

Sheriff's Office Deputies shall post a notice, written in English and Spanish, twenty-four (24) hours prior to removing homeless individuals from an established camping site (ORS 203.079(1)a) (Refer to Attachment.) In

addition, two hours prior to removing homeless individuals from an established camping site, notice to vacate the premises shall be provided to persons on site who were not present at the time of the initial posting.

The 24-hour notice required shall not apply:

1. When there are grounds for a Deputy to believe that illegal activities other than camping are occurring.
2. In the event of an exceptional emergency, such as possible site contaminated by hazardous materials or when there is immediate danger to human life or safety.
3. When camping occurs on private property. Camping on private property is subject to criminal trespass. Railroad property to which the general public has no access is considered private property.
4. When camping occurs on State-owned property. The information will be referred to the Oregon State Police. Applicable State of Oregon notice and retention procedures must be followed. Contact the Oregon Department of Transportation for assistance relating to the clean-up and posting of State-owned property (local telephone 541-388-6180). Reference material can be found under OAR 734-035-0010, 734-035-0020, 734-035-0030, 734-035-0040.

B. Notification to Social Service Agencies

At the time of posting, Deputies shall inform local social service agencies of the location of the posting and any relative information regarding the occupants of the camp. ORS 203.079(1)b

To assess the need for social service assistance in arranging shelter and other assistance, local social service agencies may arrange for outreach workers to visit the camping site where a notice has been posted.

If possible, social service agency officials and outreach workers may be contacted to assist with the notice and removal event.

Weapons, drug paraphernalia and items that appear to be either stolen or evidence of a crime shall be given to Deputies regardless of their condition.

C. Unclaimed Property ORS 203.079(1)d

All unclaimed personal property shall be given to law enforcement officials whether 24-hour notice is required or not. The property shall be stored for a minimum of 30 days during which it will be reasonably available to any individual claiming ownership.

Any personal property that remains unclaimed for 30 days may be disposed of. For purposes of this paragraph, "personal property" means any item that is reasonably recognizable as belonging to a person and that has apparent utility.

Items that have no apparent utility or are in an insanitary condition may be immediately discarded upon removal of the homeless individuals from the camping site. Weapons, drug paraphernalia and items that appear to be either stolen or evidence of a crime shall be given to law enforcement officials

Any unclaimed personal property shall be given to Deputies. The property shall be stored for a minimum of thirty (30) days, during which it will be reasonably available to any individual claiming ownership.

Items that have no apparent utility or are in an unsanitary condition may be immediately discarded upon removal of the homeless person(s) from the camping site.

Any personal property that remains unclaimed for thirty (30) days may be discarded.

D. Citations for Unlawful Camping ORS 203.079(3)

A person authorized to issue a citation for unlawful camping under state law, administrative rule or city or county ordinance may not issue the citation if the citation would be issued:

1. Within 200 feet of the notice described in this section and
2. Within two hours before or after the notice was posted. DATED this 6th day of September, 2017.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Rod L. Runyon, County Commissioner

WASCO COUNTY SHERIFF'S OFFICE

TRESPASSING NOTICE

Notificacion De Entrada Ilegal

This area is public property

Esta area es propiedad publica

Pursuant to ORS 164.245

De Acuerdo a ORS 164.245

**Trespassing in this area is prohibited; all persons must leave and remove
all personal property**

By: _____
(Date/Hour)

La entrada en esta area es prohibida; toda las personas se tienen que retirar y
lleuarse sus bienes o propiedades.

Fecha y Hora: _____

Failure to do so may result in ARREST.

Incumplimiento puede resultar en arresto.

Issuing Deputy: _____

Date/Time of Notice: _____

Wasco County Sheriff's Office

511 Washington Street #102

The Dalles, OR 97058

541-506-2580



MEMORANDUM

SUBJECT: Camping Policy Motion

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 07.06.2018

CAMPING POLICY MOTION: I move to approve the policy guiding the removal of homeless individuals camping on county-owned or other public property.



DISCUSSION ITEM

Oregon State Marine Board Pine Hollow Grant Agreement

[STAFF MEMO](#)

[GRANT AGREEMENT](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: OSMB GRANT AGREEMENT 1607

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LISA GAMBEE

DATE: 7/6/2018

BACKGROUND INFORMATION:

Wasco County, the Oregon State Marine Board and the South Wasco Park & Recreation District (SWPRD) are entering into a grant agreement for the replacement of the upper 75 feet of the South Boat Ramp at Pine Hollow Reservoir.

This grant agreement, in conjunction with a separate agreement between SWPRD and the Oregon Department of Fish & Wildlife for the North Boat Ramp replacement, represent the culmination of 10-years' worth of work to restore boating facilities and access at Pine Hollow Reservoir.

It is requested that the Board of County Commissioners give approval to Tyler Stone, Administrative Officer, to sign the agreement on behalf of Wasco County pending final approval of legal counsel.

BOATING FACILITY GRANT INTERGOVERNMENTAL AGREEMENT

Agreement No. 1607

This Agreement is between the State of Oregon acting by and through its State Marine Board ("OSMB"), Wasco County ("County"), and South Wasco Park and Recreation District ("Recipient") and, each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110. OSMB is authorized to provide grants for boating facility projects under ORS 830.150 and OSMB has sufficient facility grant funds available within its current biennial budget and has authorized expenditure on the Recipient's Project as defined below, and the Recipient agrees to comply with Boating Facility Grant Program rules in OAR 250-014 and other OSMB adopted policies and procedures.

SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of the Parties in the development of recreational boating facilities at *South Pine Hollow Boat Ramp* for the replacement of *the upper 75 feet of the boat ramp*, hereinafter called the "Project," as described in the Recipient's Facility Grant Application *FG#1607*, County letter dated March 7, 2018 and Staff Report to OSMB.

SECTION 3: EFFECTIVE DATE AND DURATION

- 3.1 Project Term.** This Agreement is effective on the date of the last signature and terminates on the date 20 years after the date of Project completion or 20 years after the date of final payment issuance, whichever is later, unless terminated earlier in accordance with Section 16.
- 3.2 Project Completion.** The Project shall be completed, and final billing for the Project shall be submitted to OSMB, on or before December 31, 2018. Unless approved in writing, OSMB shall not be obligated to disburse any payments after this date.

SECTION 4: AUTHORIZED REPRESENTATIVES

- 4.1** OSMB's Authorized Representative is:

Janine Belleque, Boating Facilities Program Manager
PO Box 14145, Salem OR 97309
435 Commercial Street NE Suite #400, Salem Oregon
(503) 378-2628 Office
Janine.Belleque@oregon.gov

4.2 County's Authorized Representative is:

Tyler Stone, Administrative Officer
511 Washington St., Suite 101, The Dalles, OR 97058
(541) 506-2552 tylers@co.wasco.or.us

4.3 Recipient's Authorized Representative is:

Brian Manning, Board President
PO Box 177, Tygh Valley, OR 97063
916-642-6900 Office
roccobb@gmail.com

4.4 A Party may designate a new Authorized Representative by written notice to the other Parties.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Responsibility of County:

5.1.1 Maintenance and Operation of Project. Should Recipient default its duties, as determined by OSMB to this Agreement, the County shall assume responsibility for all of Recipient's obligations under this Agreement for the first 10 years of the Project Term beginning on the date of Project completion or after the date of final payment issuance, whichever is later. After the tenth year of the Project Term, the County shall have no responsibility whatsoever, unless agreed upon at County's sole discretion, for the Project or any obligation of itself or another party pursuant to this Agreement.

5.2 Responsibility of Recipient:

5.2.1 Required Notification: Years 1-10. The Recipient will notify OSMB and County within 30 days if there is a change in the Recipient's status or ability to operate and maintain the Project.

5.2.2 Required Notification: Years 11-20. The Recipient will notify OSMB within 30 days if there is a change in the Recipient's status or ability to operate and maintain the Project.

5.2.3 Status Change. In the event of the Recipient's change in status, ability or authority to operate and maintain the Project, the Recipient will provide to OSMB reasonable and prudent options regarding how the Project will continue to be operated and maintained to serve public recreational boaters during the Project Term; or how grant funds will be re-paid by the Recipient. If the Recipient fails to provide the OSMB with an acceptable alternative for project operation and maintenance, then OSMB may pursue its remedies under Section 13.1, including its right to recover all funds contributed by OSMB for this project under Section 16.4. OSMB cannot own, operate or maintain the Project as described in Section 10.

5.2.4 Project Timeline. The Recipient is responsible for maintaining the Project timeline for all dates and activities outlined as the Recipient's responsibility as identified in Attachment "A".

5.2.5 Matching Cash Funds. The Recipient shall contribute the total sum of \$2,500.00 in cash

and \$0.00 in pre-agreement expenditures as described in the Staff Report.

5.2.6 Matching Non-cash Resources. The Recipient shall contribute the total sum of \$15,000.00 administrative match and \$4,000.00 force account labor, materials and/or equipment). These are non-reimbursable items.

5.2.7 Construction. The Recipient shall award, and monitor the contractor's performance under the construction contract or construction consultant contract in such a manner as to insure compliance with Project plans and specifications. The Recipient must notify OSMB immediately of any proposed change in Project design, cost modifications, proposed change orders or modification of scope. The Recipient shall be responsible for all costs associated with unauthorized changes or modifications unless otherwise specifically agreed to in writing by OSMB.

5.2.8 Commercial and Other Uses.

- a. For purposes of this Section 5, Commercial Use means any activity on or affecting the Project that was not described in the Facility Grant Application or Staff Report, or not approved pursuant to OSMB Policy 93-06 or 93-02, where the Recipient:
 1. has financial profit as a goal,
 2. charges any fees or receives any benefit to provide services, supplies or goods, or
 3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
- b. Commercial Use is prohibited.
- c. Recipient must have the capability to make and enforce an ordinance, rule, or other regulation to the effect that the Projects are for the benefit of recreational boaters, including, but not limited to prohibiting single cars from parking in boat trailer parking spots. If, in the sole discretion of OSMB, the use by non-recreational boaters such as swimmers, fishermen, divers, crabbers impact recreational boating uses or diminishes the useful life of the Project, then the Recipient must establish and enforce its ordinance, rule, or other regulation.
- d. If Project funded a pumpout or dump station in a marina or short term tie-up dock, the Recipient must include language in its moorage agreement requiring use of the pumpout and/or dump station if a boat has a holding tank or marine toilet.
- e. Recipient must restrict use of the Project to only boats that comply with ORS 830.770 and 830.775.

5.2.9 Project Sign. The Recipient shall post in a conspicuous location at the site a sign identifying OSMB's participation in the Project. The sign will be maintained during the Project Term.

5.2.10 Publications and Advertising. The Recipient shall include the following statement if

publishing any report, news release or publication regarding the Project: *“Partial funding was provided by the Oregon State Marine Board Boating Facility Grant Program, investing fees and taxes paid by motorized boaters for boating facility improvements.”*

- 5.2.11 Public Access to Project.** During the Project Term the Recipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence. Recipient may restrict public access to the Project if it has documented safety concerns that cannot be immediately fixed. In the event that Recipient imposes such restrictions, Recipient must immediately notify OSMB and work with OSMB on a plan for fixing the safety issues and reopening the Project. Restrictions that are unreasonably extended in duration may result in default.
- 5.2.12 User Fees.** Recipient shall notify and request written approval from OSMB of any user fees charged to recreational boaters for the use of the improvements described herein throughout the Project Term. Fees charged shall be reasonable and are subject to review and approval by OSMB. If user fees are charged for the use of the completed Project, the Recipient shall maintain sufficient records and accounting procedures that demonstrate all of the gross income from the fees is used to defray direct operational costs (for example, maintenance and repair costs) for the Project. User fees may affect Maintenance Assistance Program, as described in OAR 250-014-0040 eligibility on publicly owned and operated Projects.
- 5.2.13 Maintenance.** The Recipient shall at all times be responsible for the maintenance and operation of the Project and related facilities during the Project Term. This does not restrict the Recipient’s ability to subcontract for the performance of maintenance and operation services. Such subcontractors would be subject to Section 5.2.16, Indemnification by Subcontractors.
- 5.2.14 Payments.** Recipient agrees to:
- a. Make payment promptly as due to all contractors, subcontractors, vendors or any other persons supplying labor or materials for the Project;
 - b. All employers, including Recipient 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 exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
 - c. Not permit any lien or claim to be filed or prosecuted against OSMB, due to any construction or maintenance activities at the Project.
- 5.2.15 Alternative Dispute Resolution.** The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- 5.2.16 Indemnification by Subcontractors.** The Recipient shall take all reasonable steps to

cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor("Claims"). It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

5.2.17 Boating Facility Operation. The Recipient operates and maintains recreational boating facilities at South Pine Hollow Boat Ramp. The boating facilities consist of the following recreational boating amenities: a single lane concrete boat ramp, paved parking for 28 vehicle with boat trailers and seven single cars, two stall vault toilet, access road exiting Pine Hollow Access Road/Reservoir Road into the South Pine Hollow Boat Ramp and maneuver area for launching and retrieving at the boat ramp. The Recipient shall continue to operate the recreational boating facilities referenced above for the duration of this Agreement. After the tenth year of the Project Term, the County shall have no responsibility under this Agreement for the Project or recreational boating facilities, unless agreed upon at County's sole discretion.

5.3 Responsibility of OSMB:

5.3.1 OSMB shall pay Recipient as described in Sections 6 and 7.

5.3.2 OSMB will notify the County in writing if Recipient fails to fulfill any of its obligations under this Agreement within the first 10 year period.

5.3.3 OSMB will notify Recipient in writing, if Recipient fails to fulfill its obligation under this Agreement.

SECTION 6: CONDITIONS TO DISBURSEMENT

6.1 Conditions Precedent to Any Reimbursement. OSMB shall not be obligated to disburse any of the grant funds to reimburse the Recipient for Project costs hereunder unless OSMB has received from the Recipient:

- a. Prior to Project solicitation or construction, the final architectural and engineering plans, specifications, and cost estimate(s) , statement of work, request for proposals or other documentation for the Project, documents must be in form and substance satisfactory to OSMB;
- b. Prior to Project construction a copy of all required, federal, state and local permits or approvals for the Project; and
- c. A copy of the contractor's, vendor's, supplier's bid pricing, unless the Recipient is completing the Project; and
- d. Reimbursement Requests must be submitted on the approved OSMB Boating Facility Grant Reimbursement form along with all supporting

documentation. Reimbursements shall be prorated between the Parties based on the percentage of their respective cash contributions as set forth in Section 5 and Section 7.

6.2 Conditions Precedent to Partial Progress Payment(s). OSMB shall not be obligated to make partial progress reimbursement payment(s) hereunder until supporting documentation of the percentage of Project completion has been received, reviewed and approved by OSMB, which approval shall not be unreasonably withheld. In no event shall OSMB disburse more than ninety percent (90%) of the amount indicated in Section 7.1. as progress payments.

6.3 Conditions Precedent to Final Payment. OSMB shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by OSMB, has been received reviewed and approved by OSMB; and
- b. Recipient provides a minimum of three photographs detailing the completed work. One photo must be of the installed sign crediting OSMB with funding the Project; and
- c. Inspection and approval of the Project by OSMB.

SECTION 7: COMPENSATION AND PAYMENT TERMS

7.1 Grant Funds. Upon approval by its governing body, OSMB shall provide grant funds in the amount of \$34,900.00 to the Recipient to fund the Project. OSMB shall not provide to the Recipient, and the Recipient shall not use any funds described in this section for administrative or for accounting costs whether or not related to this Agreement.

7.2 Payments. After the Recipient awards the contract for the Project, and activities commence, OSMB shall, upon receipt of the Recipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to OSMB, disburse funds to the Recipient in accordance with Section 6 "CONDITIONS TO DISBURSEMENT".

7.3 Overpayment. In the event that the aggregate amount of OSMB's interim progress payments to the Recipient exceeds the allowable reimbursable costs of the Recipient for the Project, the Recipient agrees to refund to OSMB the amount paid in excess of such allowable expenses within thirty (30) days of final billing by the Recipient or the Project Completion Date, whichever is earlier.

7.4 Disallowed Costs. The Recipient agrees that payment(s) made by OSMB under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by OSMB not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Recipient shall pay OSMB the amount of such excess within 30 days after written notice of disallowed costs is provided by OSMB.

7.5 Cost Savings. Any cost savings realized on the Project shall be prorated between the Parties based on the percentage of their respective cash contributions as set forth in Section 7.1. and Section 5.1 "RESPONSIBILITIES OF EACH PARTY."

SECTION 8: REPRESENTATIONS AND WARRANTIES

Recipient represents and warrants to OSMB that:

- 8.1** Recipient is a parks district duly organized and validly existing. Recipient has the power and authority to enter into and perform this Agreement;
- 8.2** The making and performance by Recipient of this Agreement (a) have been duly authorized by Recipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is party or by which Recipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement, other than those that have already been obtained;
- 8.3** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient enforceable in accordance with its terms;
- 8.4** Recipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Recipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 8.5** Recipient shall, at all times during the Project Term , be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Recipient.

SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION

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 OSMB or any other agency or department of the State of Oregon, or both, and Recipient or 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 sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. RECIPIENT AND COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 10: OWNERSHIP OF WORK PRODUCT

10.1 As used in this Section 10 and elsewhere in this Agreement, the following terms have the meanings set forth below:

10.1.1 Project Ownership. The Parties acknowledge and agree that the Project is the exclusive property of the Recipient. OSMB and County are neither responsible nor liable in any manner for the construction, operation or maintenance of the Project unless otherwise described in this Agreement or agreed in writing among the Parties.

10.1.2 Authority of the Board. The County and Recipient acknowledge and agree that the OSMB's statutory authority (ORS 830.110) does not include authority to acquire by purchase, agreement, donation or by exercise of eminent domain, real property or any right or interest therein deemed necessary for the operation and development of roads, boat ramps, boat docks, ties ups, pumpouts, restrooms, or floating restrooms. The Parties acknowledge that through this Agreement the OSMB will provide funding for construction of the facilities, but otherwise has no authority to operate or maintain the facilities.

SECTION 11: NO DUPLICATE PAYMENT

The Recipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon, including, but not limited to, the Oregon Department of Fish and Wildlife, or the United States of America or any other party.

SECTION 12: CONTRIBUTION

12.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 12 with respect to the Third Party Claim.

12.2 With respect to a Third Party Claim for which OSMB is jointly liable with Recipient or County (or would be if joined in the Third Party Claim), OSMB shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of OSMB on the one hand and of Recipient or County on the other hand in connection with the events that resulted in such expenses, judgments,

finer or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSMB on the one hand and of Recipient or County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OSMB's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

- 12.3** With respect to a Third Party Claim for which Recipient or County is jointly liable with OSMB (or would be if joined in the Third Party Claim), Recipient or County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OSMB in such proportion as is appropriate to reflect the relative fault of Recipient or County on the one hand and of OSMB on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient or County on the one hand and of OSMB on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's or County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 13: REMEDIES

- 13.1** In the event Recipient or County is in default under Section 16.3, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Recipient or County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Recipient or County to perform, at Recipient's or County's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 (in addition to the remedies provided in Section 7.3) of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2** In the event OSMB is in default under Section 16.3 and whether or not Recipient or County elects to exercise its right to terminate this Agreement under Section 16, or in the event OSMB terminates this Agreement under Sections 16.1, 16.2, or 16.3, Recipient's and County's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against Recipient or County, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed

on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against Recipient or County. In no event will OSMB be liable to Recipient or County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Recipient or County exceed the amount due to Recipient or County under this Section 13.2, Recipient or County shall promptly pay any excess to OSMB.

SECTION 14: RECOVERY OF OVERPAYMENTS

In addition to the remedies provided in Section 7.4, if payments to Recipient or County under this Agreement, or any other agreement between OSMB and Recipient or County, exceed the amount to which Recipient or County is entitled, OSMB may, after notifying Recipient or County in writing, withhold from payments due Recipient or County under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 12, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 16: TERMINATION

16.1 Termination for Convenience. The Recipient or County may terminate this Agreement at any time upon thirty (30) days prior written notice to OSMB; provided, however, that the Recipient or County shall, within thirty (30) days of such termination, reimburse OSMB for all funds contributed by OSMB to the Project; provided further that until the Recipient or County has fully reimbursed OSMB for such funds, the Recipient or County shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of nine percent (9%) per annum, or, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand.

16.2 Termination Because of Non-Appropriation or Project Ineligibility. OSMB may immediately terminate this Agreement by written notice to the Recipient or County if:

- a. OSMB fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds as described in ORS 830.150.

- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Recipient or County has no other lawfully available funds, then the Recipient or County may terminate this Agreement at the end of its current fiscal year, with no further liability to OSMB. The Recipient or County shall deliver written notice to OSMB of such termination no later than 30 days from the determination by the Recipient or County of the event of non-appropriation. OSMB shall pay for all authorized Project costs expended up to the date of written notice of termination.

16.3 Termination for Default. OSMB, at any time upon 30 days prior written notice of default to the Recipient or County, may terminate this Agreement if:

- a. The design, permitting, or construction of the Project is not pursued with due diligence; or
- b. The Recipient's or County's authorization to use the construction sites or Project area is not sufficient, legal and valid; or
- c. The construction of the Project is not permissible under federal, state, or local law; or
- d. The Recipient or County, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- e. The Recipient or County, without the prior written approval of OSMB, uses the funds provided by OSMB hereunder to build any project other than the Project described in the final architectural and engineering drawings approved by OSMB; or
- f. The construction is not completed in a good and workmanlike manner or fails to comply with any required permits; or
- g. During the Project Term, the Recipient or County fails to perform any obligation or requirement of this Agreement, including, but not limited to, allowing users to exceed the length of stay at a short term tie-up dock, allowing non-recreational boating use such as crabbing, fishing, swimming, diving or other activities to impact a recreational boaters ability to use the Project or coveys the Project or the Project property or any part thereof or converts the use of the Project or the Project property to a use that precludes free and unencumbered recreational public boating access.
- h. The Recipient or County defaults under any other agreement between the Parties.

16.4 Rights and Remedies. The Recipient or County shall, within 30 days of its receipt of a notice of default, reimburse OSMB for all funds contributed by OSMB to the Project. Further, OSMB shall have any and all rights and remedies available at law or in equity.

SECTION 17: NONAPPROPRIATION

OSMB's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OSMB receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSMB, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OSMB.

SECTION 18: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 19: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 19. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 20: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 9, 10, 12, 14, 15 and 20 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination. The County's rights and obligations under this Agreement will terminate 10 years into the Project Term. It is agreed that the County's obligations shall not, under any circumstance extend beyond the first ten years unless agreed upon by the County at its sole discretion.

SECTION 21: SEVERABILITY

The Parties 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 22: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together

shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 23: COMPLIANCE WITH LAW

23.1 Compliance with Law Generally. Recipient and County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Recipient or County and the Agreement. **Oregon False Claims Act.** Recipient and County acknowledge the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Recipient or County pertaining to this Agreement, including the procurement process relating to this Agreement that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Recipient and County certify the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Recipient and County further acknowledge that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Recipient or County. Recipient and County understand and agree that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or OSMB under this Contract or any other provision of law.

23.2 Tax Compliance. As set forth on Exhibit B and C, Recipient and County have complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Recipient and County shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient or County, to Recipient's or County's property, operations, receipts, or income, or to Recipient's or County's performance of or compensation for any work performed by Recipient or County; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient or County, or to goods, services, or property, whether tangible or intangible, provided by Recipient or County; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 23 constitutes a material breach of this Agreement. Further, any failure to comply with Recipient's or County's certifications set forth in Exhibit B and C also shall constitute a material breach of this Agreement. Any failure to comply shall entitle OSMB to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

23.2.1 Termination of this Agreement, in whole or in part;

23.2.2 Offsetting against any amount owed to Recipient or County, and withholding of amounts otherwise due and owing to Recipient or County, in an amount equal to State's setoff right, without penalty; and

23.2.3 Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OSMB may recover any and all damages suffered as the result of Recipient's or County's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

In addition, this Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Recipient's or County's compensation under this Agreement or (ii) exercising a right of setoff against Recipient's or County's compensation under this Agreement for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

SECTION 24: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Recipient and County are not officers, employees, or agents of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 25: 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 be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

SECTION 26: INTENDED BENEFICIARIES

OSMB, Recipient, and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The County is a party to this Agreement only for the first 10 years of the Project Term, at which time its rights and obligations will terminate, except as provided in Section 20 Survival. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all

reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OSMB may terminate this Agreement upon written notice to Recipient or County after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST

Recipient and County may not assign or transfer its interest in this Agreement without the prior written consent of OSMB and any attempt by Recipient or County to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OSMB's consent to Recipient's or County's assignment or transfer of its interest in this Agreement will not relieve Recipient or County of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: SUBCONTRACTS

Recipient and County shall not, without OSMB's prior written consent, enter into any subcontracts for any of the work required of Recipient or County under this Agreement. OSMB's consent to any subcontract will not relieve Recipient or County of any of its duties or obligations under this Agreement.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Recipient's or County's performance of its obligations under this Agreement.

SECTION 31: MERGER, WAIVER

This Agreement, the Facility Grant Application, County letter dated March 7, 2018, Staff Report and all exhibits and attachments to those documents, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 32: RECORDS MAINTENANCE AND ACCESS

Recipient and County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient and County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient or County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient's and County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient or County, whether in paper,

electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient and County acknowledge and agree that OSMB and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient and County shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Recipient and County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 33: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 34: ADDITIONAL REQUIREMENTS

Recipient and County shall comply with the additional requirements set forth in Exhibit D, attached hereto and incorporated herein by this reference.

SECTION 35: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, the Facility Grant Application, County letter dated March 7, 2018, OSMB Staff Report, attached Exhibit A (the Project Timeline), Exhibit B (Recipient Certificate of Tax Compliance), Exhibit C (County Certificate of Tax Compliance) and Exhibit D (Additional Requirements).

SECTION 36: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its State Marine Board.

Larry Warren, Director

Date

Wasco County

Tyler Stone, Administrative Officer

Date

South Wasco Park and Recreation District

Brian Manning, President

Date

Approved for Legal Sufficiency in accordance with ORS 291.047

Matt DeVore, Assistant Attorney General

Date

EXHIBIT A

PROJECT TIMELINE

Responsibility	Date	Description
Recipient	Estimated late July 2018	Solicit for bids-prepare documents, bid opening, evaluate responses, award contract and manage the process.
Recipient	Estimated late July 2018	Provide OSMB with a copy of bid document, bid results and awarded contract.
Recipient	Estimated early July 2018	Consult with OSMB if a pre-construction meeting is recommended.
Recipient	Estimated mid-August 2018	Notify OSMB when contractor has mobilized onsite.
Recipient	Estimated late October 2018	Notify OSMB when the Contractor has requested a final inspection
OSMB	During bid process through final completion and inspection. Estimated July-October 2018	OSMB will be available to provide technical assistance to the Recipient, review submittals, and conduct designated inspections.
Recipient	Estimated September-October-November 2018	Receive contractor invoices, issue payment and request final reimbursement from OSMB.
OSMB	Estimated October-November 2018	Issue final reimbursement and begin 20 year maintenance and operation obligation.

EXHIBIT B

RECIPIENT CERTIFICATION OF TAX COMPLIANCE

The individual signing on behalf of Recipient hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

1. The number shown on this form is Recipient's correct taxpayer identification;

Federal Tax Number _____

Oregon Tax Number _____

Organizational DUNS _____

2. Recipient is not subject to backup withholding because:

(i) Recipient is exempt from backup withholding,

(ii) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends, or

(iii) the IRS has notified Recipient that Recipient is no longer subject to backup withholding.

3. S/he is authorized to act on behalf of Recipient; s/he has authority and knowledge regarding Recipient's payment of taxes,

4. For a period of no fewer than six calendar years preceding the Effective Date of this Contract, Recipient faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient's property, operations, receipts, or income, or to Recipient's performance of or compensation for any work performed by Recipient;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, or to goods, services, or property, whether tangible or intangible, provided by Recipient; and

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Recipient Signature _____ Date _____

EXHIBIT C

COUNTY CERTIFICATION OF TAX COMPLIANCE

The individual signing on behalf of County hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

1. The number shown on this form is County's correct taxpayer identification;

Federal Tax Number 93-6002315

Oregon Tax Number 0502111-1

Organizational DUNS 08-441-5959

2. County is not subject to backup withholding because:

(i) County is exempt from backup withholding,

(ii) County has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends, or

(iii) the IRS has notified County that County is no longer subject to backup withholding.

3. S/he is authorized to act on behalf of County; s/he has authority and knowledge regarding County's payment of taxes,

4. For a period of no fewer than six calendar years preceding the Effective Date of this Contract, County faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to County, to County's property, operations, receipts, or income, or to County's performance of or compensation for any work performed by County;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to County, or to goods, services, or property, whether tangible or intangible, provided by County; and

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

County Signature _____ Date _____

EXHIBIT D

ADDITIONAL REQUIREMENTS

(Reserved)



MEMORANDUM

SUBJECT: Oregon State Marine Board Boarding Facility Grant IGA Motion

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 07.06.2018

OSMB IGA: I move to approve the Boating Facility Grant Intergovernmental Agreement #1607 between the State Marine Board, Wasco County and South Wasco Park and Recreation District pending legal review and further move to authorize the County Administrator to sign the finalized agreement.



DISCUSSION ITEM

ORMAP IGA

[GRANT APPLICATION](#)

[AWARD LETTER](#)

[PROJECT STATUS MAP](#)

[DEPARTMENT OF REVENUE ORMAP IGA CONTRACT #3718-18](#)

[MOTION LANGUAGE](#)

ORMAP Grant Application

Section I. County and Grant Information			
A. County: Wasco		B. Funding Cycle: Spring 2018	
C. Project will help meet ORMAP Goal(s): 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 X 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/>		D. Fund Request: \$72,580	
Section II. Summary of Project			Department Assessment
A. Brief Overview of the Request			<input type="checkbox"/> Pass <input type="checkbox"/> Fail
<p>Wasco County is seeking \$72,580 to remap 975 taxlot polygons and capture 292 control points to continue the conversion of Wasco County tax maps to meet ORMAP technical specifications. This is the 5th phase of a multi-year project.</p>			
Scope and Deliverables			
<i>Check</i>	<i>Deliverables</i>	<i>Brief description of the deliverables</i>	
X	Tax Lot Conversion	975 polygons in 1N 13E Sections 3-9	
X	Tax Map Conversion	Index maps in 1N 13E Sections 3-9 containing 975 polygons	
X	Control Points	292 control points collected by the Surveyor in preparation for County remapping of 1N 12E and 1N 13E Sections 1, 12-23, 27-30, 32 & 34	
<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, 2019			
C. Total Costs of Project (add lines as necessary)			
Deliverable	Number of Items	Cost per Item	Total Cost
Control Points	292	\$115	\$33,580
Tax lot remapping	975	\$40	\$39,000
D. Partnerships and Contributions (add lines as necessary)			
Partner	Contribution		
Wasco County Surveyor	GPS equipment, computers, vehicle with gear		
Wasco County Assessor & GIS staff, map research and review	\$6,000		
Total Match	\$6,000		
A. Assessor's Signature & Date:		<i>See File Copy</i>	
F. Fiscal Coordinator – Name & Contact Number:		Tyler Stone, County Administrator 541-506-2520	
G. Project Coordinator – Name & Title:		Ivan Donahue Survey & Engineer Technician	

E-mail address:	ivand@co.wasco.or.us
Phone Number:	541-506-2656
Mailing Address:	2705 E 2 nd St. The Dalles, OR 97058

Section III. Detail Project Information –Answer all questions

A. Overview

1. Describe what the project is trying to accomplish.

This project will remap 975 polygons (using control points captured in the fall 2016 & fall 2017 grants) and collect an additional 292 control points in preparation for continuing the remapping in follow-on grants. At the completion of the entire project Wasco County, taxlots will meet ORMAP technical specifications consistent with Goal 6.

2. What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)?

Remapping of 1N 13E Sections 3-9 which had control points gathered in the fall 2016 & Fall 2017 grant cycles.

Capture of 292 control points in 1N 12E and 1N 13E sections 1, 12-23, 27-30, 32 & 34 (73 index maps and 1,383 polygons).

3. 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: Current project, expected completion date December 2018

See attached Wasco County ORMAP Status Map

4. 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

5. Describe the project deliverables.

Tax Maps containing 975 polygons meeting ORMAP technical specifications and Oregon Department of Revenue cartographic specifications.

292 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)

6. Who will be doing the work (county staff, contractor, or DOR staff)? Please define their roles.

- Wasco County Surveyor will collect the control points.
- Lane County Information Services will perform the tax lot remapping.
- Wasco County GIS and Assessor staff will provide assistance with locating general location of preferred points and QC on final products.

7. **How will the county cartographer integrate the deliverables into the County's maintenance plan?**
Lane County Information Services maintains the tax lot maps for Wasco County. This project will have no impact on maintenance
8. **Provide a project timeline with milestones or completion dates.**
Control point collection and remapping of tax lots will begin in July 2018 with completion in June 2019
9. **Does this project have any partnerships? If yes, please identify them.**
No.
10. **Describe any innovations utilized by this project.**
The results of this project are intended to utilize the ESRI Parcel Fabric technology to improve relative and positional accuracy of data maintained in the ORMAP ESRI data schema format. The new GPS points will be conveyed to BLM for possible input and update of calculated CadNSDI data.
11. **Detail Costs (who is paying for what).**
Wasco County Assessor & GIS Staff - \$6000 (Wasco County)
Wasco County Surveyor - \$33,580 (Grant)
Lane County remapping - \$39,000 (Grant)

B. Quality Control

1. **Who will be responsible for quality control (QC)?**
Wasco County Surveyor
2. **Will county cartography staff review the deliverables?**
No. Deliverables will be reviewed by Lane County Information Services
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 provided by Lane County information services by visually inspecting the map. The new product will be compared to previous maps and 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 5th phase of a planned multi-year project.
3. **What percentage of the county tax lots and tax maps meet the ORMAP technical specifications?**

	Total Countywide	Meet Tech Specs	Percent Complete
Tax Lots	16,446	2,209	13.4%
Tax Maps	665	77	11.6%

There is no documentation listing which index maps meet ORMAP technical specifications. Review by the Department of Revenue and Lane County Information Services 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.

4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)?

No. This is the fifth part of a planned multiyear project.

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 other public agencies and funding partners are 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. It is forecasted to take approximately 7 years depending on funding from ORMAP and our in-house capacity (see below).

The outline of our plan is to have the surveyors get one funding cycle "ahead" of Lane County information services in their collection of control points. Then Lane County Information Services will not be held up by any issues with the collection of additional control points. Also, the surveyors will have some capacity if there are a few additional points that need to be captured to help the current cycle of remapping.

The collection of the control points for this grant will complete the City of The Dalles area to be remapped (this is the most populated area in our county).

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.

None.

G. Racial and Ethnic Impact Statement

RACIAL AND ETHNIC IMPACT STATEMENT

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

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons¹ in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

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

Indicate all that apply:

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

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

Indicate all that apply:

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

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

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

I HEREBY CERTIFY on this _____ day of March, 2018, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Signature: _____

Printed Name: Nichole Biechler Title: Human Resources Manager

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

Submit completed forms to:

Mail	Contact Information
ORMAP Project Coordinator Oregon Department of Revenue Property Tax Division 955 Center St. NE Salem OR 97301-2555	Tel: 503-586-8128 Fax: 503-945-8737 or.map@state.or.us



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

June 7, 2018

Ivan Donahue
Survey & Engineer Technician
2705 E 2nd St.
The Dalles, OR 97058

Dear Mr. Donahue

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from July 1, 2018 through June 30, 2019.

Listed below are the deliverables as outlined in your grant request. In order to expedite the payment process for you, please use the "ORMAP Invoice" form, you can download a copy from the ORMAP site. Please state the correct contract number on the chart and complete the information requested for each task or deliverable.

Contract Number:		
Task	Deliverable	Award Amount
1	292 Control Points	\$33,580.00
2	975 Taxlots	\$39,000.00
Total		\$72,580.00

If you have questions, please contact the ORMAP Coordinator, Philip McClellan (503-586-8128).

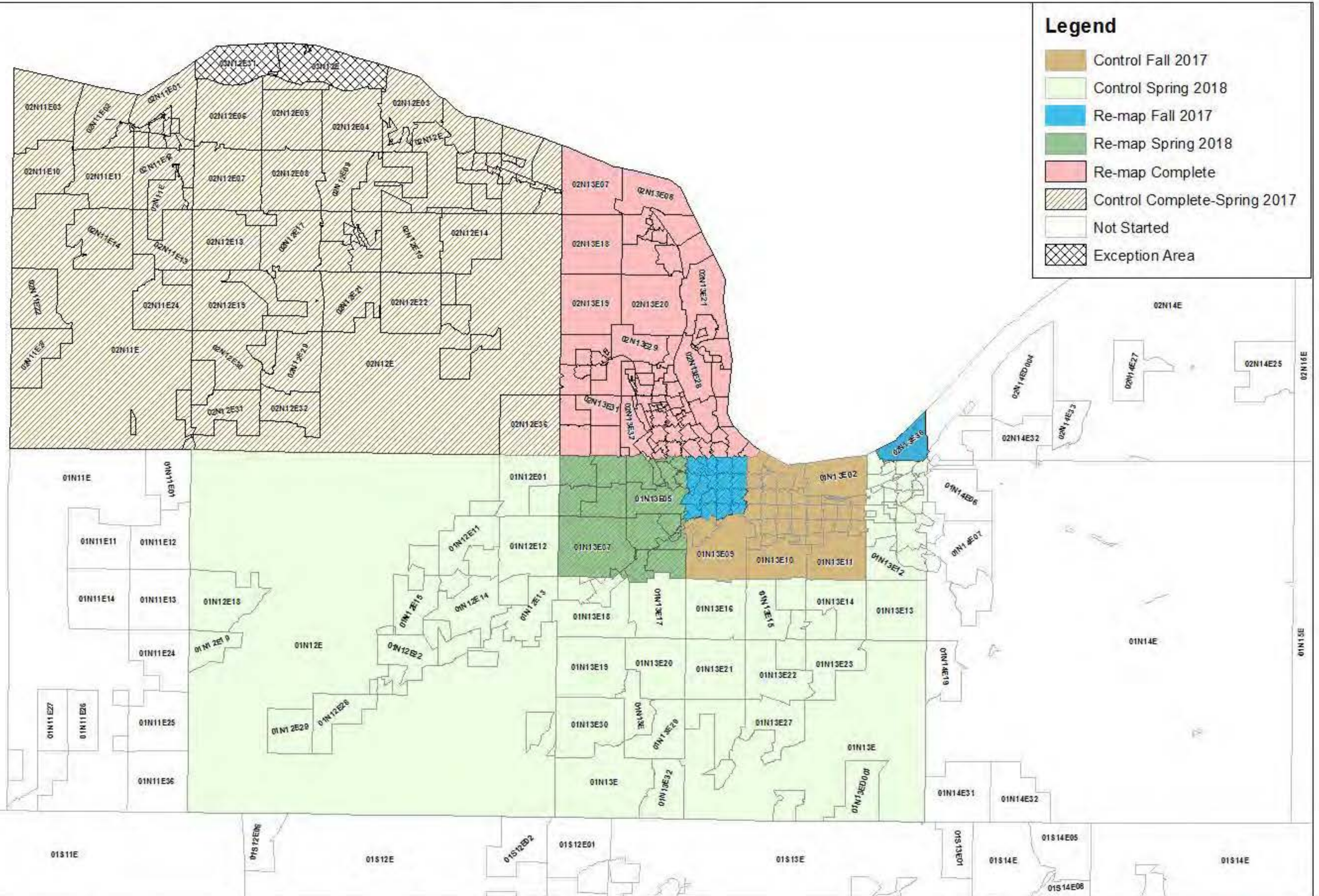
Best wishes for a successful project.

With regards,

Bram N. Ekstrand
Property Tax Assistance and Oversight Section Manager
Oregon Department of Revenue

cc: County Assessor
DOR Finance Department
File

Wasco County ORMAP Status Map



Date: 3/20/2018



A horizontal number line with tick marks at 0, 10,000, and 20,000. The word "Feet" is written below the 10,000 mark.

This product is for informational purposes and has not been prepared for or is suitable for legal, engineering, or surveying purposes. Users of this information must realize and assume the responsibility to obtain and use a suitable means to the accuracy of the information.



**DEPARTMENT OF REVENUE
ORMAP INTERGOVERNMENTAL AGREEMENT
CONTRACT #3718-18**

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 **\$72,580.00** (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, 2019** ("Project Completion Date"). Final billing for the Project shall be submitted to the Department on or before **July 31, 2019**.

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: _____

Joshua Hardage, Contracts & Procurement Manager

Date: _____

By: _____

Title: _____

Date: _____

Telephone: _____

Fax No: _____

EXHIBIT A

AWARD LETTER COUNTY GRANT PROPOSAL



MEMORANDUM

SUBJECT: ORMAP IGA Motion

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 07.06.2018

ORMAP IGA: I move to approve the Department of Revenue ORMAP Intergovernmental Agreement Contract #3718-18.



DISCUSSION ITEM

OYA Lease Amendment

[OYA DAS LEASE 1770 - AMENDMENT](#)

[MOTION LANGUAGE](#)

**STATE OF OREGON
INTERGOVERNMENTAL LEASE AMENDMENT**

THIS LEASE AMENDMENT, dated _____, 2018, is made by and between WASCO COUNTY, a political subdivision of the STATE OF OREGON (Lessor), and the STATE OF OREGON, acting by and through its Oregon Youth Authority (Lessee).

Lessor and Lessee are parties to a Lease dated March 7, 2016, (herein referred to as the Lease), covering Premises described as approximately 1,032 rentable square feet of office space located at 606 Court Street, The Dalles, Wasco County, Oregon 97058.

In consideration of the mutual agreements contained herein, Lessor and Lessee agree that the Lease shall be amended as follows, **effective as of July 1, 2018**, unless otherwise specified below:

1. **Term.** Section 2 of the Lease is hereby amended as follows:

2. **Term.** Lessee has provided timely notice to Lessor of Lessee's election to exercise its first and second option to extend the Lease as provided in Section 4 – Option to Extend. Accordingly, the Lease is hereby **extended for a period of two (2) years** commencing **July 1, 2018**, and continuing through **June 30, 2020**.

2. **Rent.** Section 3 of the Lease is hereby amended as follows:

3. **Rent.** Lessee shall pay Base Rent in arrears by the 10th day of each month for the preceding month or partial month. The Base Rent for any partial month shall be prorated on a per diem basis. The monthly Base Rent shall be per the following Rent Schedule:

<u>LEASE PERIOD</u>	<u>BASE RENT*</u>
07/01/18 – 06/30/19	\$1,179.91
07/01/19 – 06/30/20	\$1,215.30

***Tax Exemption.** It is hereby agreed between the parties that the Rent to be paid by Lessee, has been established to reflect the savings below market rent resulting from the exemption from taxation.

4. **Termination.** Section 18 of the Lease is hereby deleted in its entirety and replaced with the following:

18. Termination. At any time during the lease term, Lessee or Lessor may terminate this Lease without further obligations or liability to the other, with not less than thirty (30) days prior notice to each other.

Except as expressly amended hereby, all other terms and conditions of the Lease shall remain in full force and effect.

[remainder of page intentionally left blank]

This Lease Amendment shall not become effective nor be binding on the State of Oregon or the Lessee agency until it has been executed, in the signature spaces provided below, by all parties to the Amendment.

LESSOR: WASCO COUNTY, a political subdivision of the STATE OF OREGON

By _____

Date _____

LESSEE: STATE OF OREGON, acting by and through its
Oregon Youth Authority

By _____

Date _____

APPROVAL: STATE OF OREGON, acting by and through its
Department of Administrative Services

By _____
Real Estate Services

Date _____



MEMORANDUM

SUBJECT: Oregon Youth Authority Lease Motion

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 07.06.2018

OYA LEASE MOTION: I move to approve the Intergovernmental Lease Amendment between Wasco County and the State of Oregon by and through its Oregon Youth Authority for the property located at 606 Court Street in The Dalles, OR.



DISCUSSION ITEM

Mid-Columbia Housing Authority Board Appointment

[APPLICATION](#)

[ORDER 18-028 APPOINTING TERESA DIRKS TO MCHA BOD](#)

[MOTION LANGUAGE](#)



INFORMATION AND QUALIFICATION FORM

Mid-Columbia Housing Authority Board of Directors

VOLUNTEER POSITIONS
WASCO COUNTY, OREGON

BACKGROUND

Mid-Columbia Housing Authority was formed by resolutions of the housing authorities of Sherman, Wasco and Hood River Counties as a regional housing authority authorized under ORSW456.140. The MCHA promotes adequate and affordable housing, economic opportunity and a suitable living environment, free from discrimination to those who have barriers due to income or disability. MCHA also administers housing programs for the Columbia Gorge Housing Authority and provides all staff support for Columbia Cascade Housing Corporation, an affiliated non-profit organization.

APPLICATION

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

Name: Teresa R. Dirks

Address: [REDACTED] The Dalles OR 97058

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

E-mail address: [REDACTED]

Signature: Teresa R. Dirks

Date: June 8, 2018 Number of years as a Wasco County resident: 50 yrs.

Your objectives/goals? Desired contributions and accomplishments? Having lived here for so long I have watched many changes some good and some not so good. I have attached a written 2 page statement of some of the things I have worked for & done.

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

I came to The Dalles in 1964 when my ex was working on the John Day Project. My sons Russell & Jess (Ricks) went to school at Waktarca High School. Russell & family lives in Post Falls Idaho. Jess & family lives here, he works for The Dalles City Sewer plant OMT. & has for a number of years. His wife Lami works for KACT. I am a personal-family friend with John Huffman for many years.

I've had a number of different jobs through the years.

State of Oregon Vocational Office on a training program for over a year
Worked for 2 modular home factories
here - motel desk clerk & maid 2 different places - waitress @ the Recreation -
Stedman - Cherry growers - Orchard
Vine farms Finally for the State of
Oregon as a caregiver. Then went to
private caregiver mainly with Haskey
people who needed care.

I took care of DeVoght & wife -
Dr. Rice - The Baileys - and many
more through the years

I myself have been on HUD for
13 yrs. here in Pomona Terrace apts.
I understand the major problems
with the homeless, lack of low income
housing and the high increase in rents.

Oh I also served on jury duty a
couple times.

Thank You
Sincerely
Dorothy R. Blakes



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF TERESA DIRKS TO THE MID-COLUMBIA HOUSING AUTHORITY
BOARD OF DIRECTORS

ORDER #18-028

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 Mid-Columbia Housing Authority Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That Teresa Dirks is willing and is qualified to be appointed to the to the Mid-Columbia Housing Authority Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Teresa Dirks be and is hereby appointed to the Mid-Columbia Housing Authority Board of Directors; said term to expire on June 30, 2021.

DATED this 11th day of July, 2018.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Rod L. Runyon, County Commissioner



MEMORANDUM

SUBJECT: Appointment to the Mid-Columbia Housing Authority BOD Motion

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 07.06.2018

MCHA APPOINTMENT MOTION: I move to approve Order 18-028 appointing Teresa Dirks to the Mid-Columbia Housing Authority Board of Directors.



DISCUSSION ITEM

Building Codes Reserve Fund

[STAFF MEMO](#)



511 Washington St., Ste. 207 • The Dalles, OR 97058
p: [541] 506-2770 • f: [541] 506-2771 • www.co.wasco.or.us

Pioneering pathways to prosperity.

7/5/2018

To: Board of County Commissioners
CC: Tyler Stone – County Administrator
From: Mike Middleton – Finance Director
Re: MCCOG Building Codes - LGIP

With the closure of MCCOG and the long-term solution for managing building codes still in a state of flux, the County has been asked to hold and be responsible for the Building Codes LGIP funds.

While this seems simple on the surface, it is critical to keep it separate and secure. The funds cannot be merged with County funds as this would raise issues of interest allocation and possible divergence of funds. The best solution is to keep it in a separate LGIP account.

The first thought was to keep the same account and just change the individuals with access to it. This is problematic as the account is in the name of MCCOG and under the associated EIN. With the dissolution of MCCOG, this number would be meaningless and a source of potential difficulties.

The best option is to create a separate LGIP account under the County's name and EIN. This will be tracked in the financial software as an Agency fund. This means the Wasco County budget is separate and insulated from the Building Codes funds. Reporting on the fund would be as a fiduciary fund. This was determined to be the best course of action after consulting with MCCOG, Oregon Department of Treasury and our accounting consultant.

The plan is to transfer the funds after July 10th sometime. MCCOG will initiate the transfer. This is due to the contact at MCCOG being out of town until that date. The MCCOG board has approved this transfer to occur.

While this is only a tracking fund set up and does not need BOCC approval to do so, due to the high profile of the issue I am seeking consensus from the BOCC to proceed and ensure questions are addressed in a timely manner.



CONSENT AGENDA

[6.20.2018 REGULAR SESSION MINUTES](#)



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JUNE 20, 2018**

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

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

At 9:00 a.m. Chair Kramer opened the Regular Session with the Pledge of Allegiance. Agenda adjustments:

- Remove Trespass Policy from Discussion
- Add July BOCC meetings to Discussion

Discussion List – Sheriff's Report

Sheriff Lane Magill reported that on May 16, 2018, there was an all-day joint exercise with federal, state and local partners for water disaster recovery. He said that the exercise went well. An after-action report has been generated and will serve to inform improvements for future responses.

Commissioner Runyon complimented Sheriff Magill for his presentation at NORCOR for the Veterans Tour.

Sheriff Magill reported that his office currently has three openings; one candidate is going to the academy and another is in background check. There are eight interviews scheduled for July 2, 2018. He added that he anticipates losing two more deputies in September or October.

Commissioner Runyon asked how the reserve force is operating. Sheriff Magill stated that there are two reservists in training. He reported that the reserve coordinator applied to Northern Wasco Public Utility District for an equipment grant. Initially the application was denied as NWPUD wanted the County to come

up with money for the soft costs. The Sheriff's office was able to do that and a grant was awarded in the amount of \$13,000 for the purchase of new vests, uniforms, etc. He concluded by saying that we currently have six reservists with a goal to increase that number to ten.

Discussion List – Public Works Surplus Equipment

Public Works Director Arthur Smith stated that he is requesting the surplussing of two pieces of equipment.

1. The Hyster Roller failed last year and his unreliable; this piece of equipment has already been replaced. The value of the vehicle is estimated at \$5,000 and there are some smaller counties interested in purchasing the equipment.
2. The 2006 Silverado truck was involved in an accident and was damaged enough that insurance deemed it totaled. Maintenance staff does not see it as a useful parts vehicle. The County did receive an insurance settlement of \$10,000. The vehicle is not being replaced. The estimated value of the truck is \$500.

{{{Commissioner Runyon moved to approve Order 18-023 surplussing Public Works 1991 Hyster Rubber-tire Roller and 2006 Chevrolet Silverado. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Commissioner Kramer asked if there are any Public Works updates, noting that the crew did a fine job chip sealing for the City of The Dalles. Mr. Smith stated that he is very proud of the crew; the City approached Wasco County Public Works to do five miles of chip sealing which is a heavy lift for coordination, logistics and labor. The City found additional funding and the work increased to over six miles; the crew completed the work and did a great job. The City will have to complete the project with brooming the road and applying striping.

Commissioner Kramer stated that there has been some recent correspondence regarding Dell Road and asked if there are any updates for that. Mr. Smith replied that the County had agreed to put out traffic counters on each end of the road. That was done on April 16, 2018 and the equipment continues to be in place. We currently have two full months of data and he would say that the counts are consistent with the number of residents on that road. He said that the State Road side of Dell sees approximately 55 cars a day which is four trips a day per

household – the average is 4-6 trips per household. On the Highway 30 side of Dell the count average is 30 which is well below the average of four to six trips per household.

Mr. Smith went on to say that the counts reflect that on the holidays and weekends, the count goes up to eight to ten trips per household which could be residents or residents and some recreational traffic. He reported that every time he has visited the area, he has not seen much public use.

Mr. Smith continued, saying that he has revised his cost estimate for improving the condition of Dell Road. He said that there is material left by ODOT in a nearby marsh pit that could be used to help the citizens of Dell Road – that would reduce the cost to about \$500 per household.

Mr. Stone observed that it is great to get the costs down but he recommends careful thought before moving forward to set this precedence. He reminded the Board that there are over 100 miles of local access roads in Wasco County – if everyone makes a request, Public Works would be overwhelmed.

Mr. Smith said that Dell Road might warrant the extra work due to its connectivity between Hwy 30 and State Road. He cautioned that this one-time fix will only last so long; the residents need to form a homeowners association for ongoing maintenance of the road. County Counsel Kristen Campbell agreed, saying that a homeowners association would be an entity that could collect fees to support maintenance.

Commissioner Runyon asked if that should happen prior to the County considering an offer to assist. Mr. Smith said that the Board can order the project to be done as a one-time fix with no other consideration but it would be a stronger relationship if the residents formed an association where everyone contributes.

Discussion List – Emergency MOUs

Emergency Manager Juston Huffman explained that the three mutual aid agreements being considered today are for the provision of transportation in case of a disaster. All three are renewals of existing agreements.

Chair Kramer noted that Dufur School District is not listed and would increase the inventory available to respond in case of a disaster. Mr. Huffman replied that he

would pursue that.

Vice-Chair Hege asked if we have ever activated any of the agreements. Mr. Huffman replied that outside of emergency exercises, we have not had a reason to use the agreements.

{{{Commissioner Runyon moved to approve the following Memorandums of Understanding for the provision of evacuation and transportation of citizens in the event of an emergency or disaster in Wasco County: between Wasco County and Mid-Columbia Economic Development District, between Wasco County and South Wasco County School District and between Wasco County and North Wasco County School District. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion List – GIS Intergovernmental Agreements

GIS Coordinator Tycho Granville stated that he is asking the Board to reauthorize the Intergovernmental Agreements with our GIS partners. The County has had these IGAs since 2001 (2006 for Sherman County). The partners are The City of the Dalles, Northern Wasco County PUD, Mid-Columbia Fire & Rescue, and Sherman County. After reviewing the historical usage of GIS services provided to our partners, staff recommends the fees stay the same - \$12,000 for City of the Dalles, \$6000 for PUD and Mid-Columbia Fire & Rescue and approximately \$6000 in Clerk fees from Sherman County per year. Staff feels the County is still getting adequate compensation with the current fee level. Staff will analyze the data again prior to renewal in 2021 with an increase expected at that time.

Mr. Granville went on to say that staff also recommends the duration of the IGAs be extended from one year to three years to streamline budgeting for all parties. Each of our partners have agreed to the proposed change in term.

Mr. Granville asked that Board terminate the IGA with The Dalles Irrigation District, explaining that the agreement (signed in 2006) is for the same GIS services as the others but does not require payments to the County and has no end date. No work has ever been undertaken in conjunction with this IGA. When staff contacted the District, they did not even realize this contract exists.

Mr. Stone suggested that adding an annual multiplier for cost increases would be preferable to increases every three years. Mr. Granville replied that he would discuss that with partners.

{{{Commissioner Runyon moved to approve Intergovernmental Agreements between Wasco County and the following entities for the provision of GIS Data – City of The Dalles, Northern Wasco County PUD, Mid-Columbia Fire and Rescue and Sherman County. Vice-Chair Hege seconded the motion which passed unanimously.}}}

{{{Vice-Chair Hege moved to rescind the 2006 Intergovernmental Agreement between Wasco Count and The Dalles Irrigation District for GIS Services. Commissioner Runyon seconded the motion which passed unanimously.}}}

Chair Kramer recessed from the Regular Session at 9:30 a.m. to open meetings for the Library Service District and the 4H & Extension Service District.

The Session resumed at 9:52 a.m.

Agenda Item – Wasco County Budget Hearing

Chair Kramer opened a public hearing to consider the 2018/2019 Wasco County Budget Hearing. Finance Director Mike Middleton reviewed the changes made to the Budget at the May 16, 2018 Wasco County Budget Committee meeting:

- Public Health contribution increased \$38,890 with the understanding that future annual increases are to be 3%.
- Budget \$40,000 for the Sheriff's request to contribute to the purchase of a full body scanner at the NORCOR facility.
- Reduction of \$74,540 in the Emergency Management budget to correspond with a decrease in grant funding.
- An increase to the Public Health and School funds due to an increase in grant funding.

Mr. Middleton went on to review his memo included in the Board Packet.

Commissioner Runyon asked about the ongoing expenses associated with the body scanner. Mr. Stone explained that this request did not go through a normal budget process – it came directly to the Budget Committee through the Sheriff's Association. He stated that this is an NORCOR expense and the Sheriff's Association is asking that the partner counties cover the expense. He said that there has not been an opportunity to vet the request thoroughly; the Budget Committee basically passed it along the Board of Commissioners for a final

decision.

Mr. Stone went on to say that his position is that NORCOR is its own entity with its own budget and this request should be included in their budget process. He said that you can look at this that if purchased through the NORCOR budget process each participating County would essentially be paying for it based on the funding formula. Through that process Wasco County would be paying more than \$40,000 as its share of the expense but there would be no additional expense to Wasco County's General Fund. If we go outside of the NORCOR budget to fund the expense of the body scanner, Wasco County's portion of the cost will be less than through the funding formula, but will require an additional \$40,000 expense to the General Fund over and above what is budgeted for NORCOR. He said that he maintains his position that it should go through the NORCOR budget process.

Mr. Middleton said that it is important to note that this request did not come from NORCOR; it came from the Sheriff's Association. He stated that some of the partner counties are already in support of the request. Mr. Stone concurred, saying that the NORCOR Board has not weighed in on the request – if the Sheriff's Association had come up with the idea sooner, it would have gone through the normal budget process. He said that it is currently in the budget approved by the Wasco County Budget Committee.

Commissioner Runyon asked if there has been a request from NORCOR. Vice-Chair Hege replied that the NORCOR Board received the request letter but has not discussed it.

Vice-Chair Hege asked if the Board of Commissioners leaves the appropriation in the budget, will it then be paid or will there be further discussion. Mr. Stone replied that leaving it in the budget authorizes the expenditure but does not require payment; that is a different discussion. Vice-Chair Hege stated that he would want the NORCOR Board to review the request and make a recommendation. Mr. Stone added that it would be a piece of NORCOR capital equipment and would have to be in their budget; if removed from the Wasco County budget, it could come back to the Board as a contingency request.

Commissioner Runyon pointed out that we have not seen any details as to cost or an explanation of what efficiencies it would create. He asked if it has to be approved today. Mr. Middleton replied that they do not but would have to have a

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JUNE 20, 2018
PAGE 7

special session to approve the budget prior to July 1st.

Vice-Chair Hege pointed out that the County can budget for the expenditure, but does not have to spend the funds.

Chair Kramer added that it would be up to the Board to perform due diligence prior to spending. He said he believes it can be left in the budget and the Board can gather more information and continue the conversation.

Vice-Chair Hege agreed pointing out that all the other counties have already done so. He said he would like to hear from the NORCOR Board.

Chair Runyon observed that placing it in the budget makes it appear that we have already committed the money.

Finance Consultant Debbie Smith-Wagar said that there is precedence for this; for instance, the County almost never spends 100% percent of the budget and budgets for grants that may or may not materialize. Mr. Middleton concurred stating that this is an appropriation rather than an expenditure.

Ms. Smith-Wagar added that it can be removed from the budget and re-introduced through contingency. She said that the budget gives the Board the legal authority to spend but does not require that you spend.

Commissioner Runyon asked about the increase to the Public Health contribution. Mr. Middleton replied that the budgeted amount would bring them to a funding level at which they could sustain services with a 3% annual increase going forward. Commissioner Runyon commented that the path to move forward is to encourage them to budget responsibly.

Mr. Stone explained that Public Health had originally requested more. He said that Chair Kramer and he were split on the Budget Team. The Management Team was all over the board, some wanting to give them their full ask, some wanting to give them only 3%, some wanting to give them the 3% increase plus the grant matching funds. The Budget Committee approved an increase of \$39,890 which is what is coming to the Board today. He went on to say that this is not something he would normally support but he wants to get to the point where we are not arguing about the dollars. They say this increase will allow them to be good going forward

with a 3% annual increase. He added that as the County's budget tightens, it may not always be possible to give the 3% increase.

Commissioner Runyon asked if this is a one-time increase or an annual increase. Mr. Middleton replied that the increase being considered today is an increase to the base funding and match funding for an ongoing grant. Mr. Stone pointed out that the Board could reduce it to eliminate the grant match.

Commissioner Runyon asked if it is possible they will not get the grant. Vice-Chair Hege responded that it is their funding from the State to provide Public Health services in the counties – it is highly unlikely that they would not receive the funding.

Chair Kramer opened the floor to public comment; there being none, he closed the hearing at 10:20 a.m.

{{{Vice-Chair Hege moved to approve Resolution 18-009 adopting the fiscal year 2018-2019 Budget, Tax Levy and appropriations for Wasco County. Chair Kramer seconded the motion which passed in a two to one vote: Chair Kramer voted yay; Vice-Chair Kramer voted yay; Commissioner Runyon voted nay.}}}}

Commissioner Runyon said that it is important that we send a message that this is not the way the process is set up; the request should not have come through the Sheriff's Association.

Chair Kramer observed that the Public Health request did come through the regular process; the NORCOR request did not but leaving it in the budget does not mean we have to spend the money. He said that we have clarified the process with our Sheriff. Vice-Chair Hege added that we are definitely looking for NORCOR to bring something to us.

Agenda Item – County Policies

Human Resources Manager Nichole Biechler stated that the policies should be reviewed annually and this is part of that process. She added that the changes have been reviewed by both CIS and County Counsel.

Commissioner Runyon asked what was changed in the Workplace Violence

Policy. Ms. Biechler replied that there were no changes to that policy.

Vice-Chair Hege asked how the Telecommuting Policy has been used. Ms. Biechler responded that it has not been used during her tenure.

Chair Kramer pointed out that one paragraph states that equipment that may be provided by the County includes data lines. In a later paragraph it states that the County will not be responsible for installing phone lines. He commented that it is confusing. Ms. Biechler said she would address that issue and possibly bring back a revised policy.

Ms. Biechler stated that the Veterans Preference Policy is not staff policy; it is a policy that applies to hiring practices.

Vice-Chair Hege asked how the points for veteran's preference are applied. Ms. Biechler replied that it gives an additional five points for veterans and an additional ten points for disabled veterans. He asked what the point scale is. Mr. Stone responded that organizations can set the scale. Ms. Biechler added that it is currently a 100-point scale.

{{Vice-Chair Hege moved to approve the following Wasco County revised policies to supersede any previously adopted policies covering the same topics: Equal Opportunity, Hardship Leave, Leave Without Pay, Mobile Communication Device, Position Approval, Telecommuting, Veterans Preference, and Workplace Violence. Commissioner Runyon seconded the motion which passed unanimously.}}

Agenda Item – Strategic Plan

Ms. Biechler said that all the input has been incorporated into the Plan; the final step is formal adoption by the Board of Commissioners.

{{Commissioner Runyon moved to approve the 2018-2019 Wasco County Strategic Plan. Vice-Chair Hege seconded the motion which passed unanimously.}}

Agenda Item – Deferred Compensation Plan

Ms. Biechler said that the County's plan had lapsed which caused us to be out of compliance. She reported that it has been updated and she signed the plan as the Plan Administrator. The resolution will add official County approval to the plan.

{{{Vice-Chair Hege moved to approve Resolution 18-008 adopting the Mass Mutual Deferred Compensation Plan for Wasco County. Commissioner Runyon seconded the motion which passed unanimously.}}}

Agenda Item – Tax Abatement Agreement

Enterprise Zone Manager Matthew Klebes stated that this is a 5-year tax abatement agreement for Hydro (Hee – dro) Extrusion USA LLC. He reviewed the staff report included in the Board Packet and surmised that this will likely be the last abatement under the current Enterprise Zone.

Commissioner Runyon asked the location of the business. Mr. Klebes replied that it is an existing facility north of the railroad tracks at 2929 West 2nd Street.

Vice-Chair Hege asked who the company is. Mr. Klebes responded that it is a local company owned by a foreign company. Vice-Chair Hege commented that the parent company name is the one on the building. Mr. Klebes confirmed adding that he worked with the local staff – manager and accountant.

Commissioner Runyon asked if Hydro Extrusion had an abatement previous to this one. Mr. Klebes said that to his knowledge, this is their first.

Vice-Chair Hege noted that this was previously NW Aluminum. Mr. Klebes confirmed and said that they will have 12 new jobs. He said that the IGA provides a provision to submit a proposal for community sweat equity rather than cash. Should Hydro Extrusion submit, the City and County would have to approve.

{{{Commissioner Runyon moved to approve Resolution 18-012 approving an Enterprise Zone Tax Abatement Agreement between the sponsors of The Dalles/Wasco County Enterprise Zone and Hydro Extrusion USA, LLC. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item – Mosier Enterprise Zone MOU

MCEDD Project Manager Carrie Pipinich explained that this agreement is the results of discussions with Mosier through the process of applying for re-designation of the Enterprise Zone. She said that Mosier was concerned about how the negotiations would be managed in the urban growth boundary areas. She stated that the MOU outlines what MCEDD will do and what the City and County will do. She said that it commits the County to work with the City on those decisions. Mosier wanted to make sure they had the opportunity to have a voice at the table.

Mr. Stone reported that they talked for close to two hours around this issue; this agreement is a resolution to those specific concerns and is not standard with the other municipalities seeking to participate in the proposed Enterprise Zone. He explained that theoretically, on the two parcels outside city limits, the County could approve without input. He said that there are land use rules in place that would manage that to a certain extent but the agreement will allay the City's concerns.

Ms. Pipinich concluded by saying that both City Counsel and County Counsel have approved the MOU.

{{Vice-Chair Hege moved to approve the Memorandum of Understanding between City of Mosier, Wasco County and the Mid-Columbia Economic Development District for Joint Wasco County Enterprise Zone. Commissioner Runyon seconded the motion which passed unanimously.}}

Agenda Item – MCEDD Quarterly Report

Ms. Pipinich reviewed the staff report included in the Board Packet. She noted that they are working to streamline the process for project list ranking. She added that they will be interviewing a RARE candidate in July. She invited the Board to attend the November 2nd Economic Symposium being held at the Civic Auditorium in The Dalles.

Agenda Item – Annual MCEDD IGA

Ms. Pipinich stated that this agreement has no significant changes over last year's agreement.

{{{Commissioner Runyon moved to approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District to provide leadership and support for economic development activities in Wasco County.}}}

Agenda Item – Maupin Projects Report

Michael Wilson with Westby Associates, Non-Profit Fund Developers, introduced Sharon DeHart, Mayor Lynn Ewing and Sue Knapp, all from Maupin. He said that both the City Hall/Library and the Deschutes Rim Clinic projects have received funding from the State and the community – the Library is at 56% of their goal while the Clinic is at 66% of their funding goal.

Ms. DeHart explained that the clinic is looking 20-30 years into the future for South Wasco County's health care needs. She reported that the clinic is insufficiently spaced for the kind of growth projected. She said they plan to build the new clinic next door to the existing clinic and want to include dental care and urgent care in the services they provide. They currently partner with multiple specialties and provide care from birth to death which qualifies them as a Tier 4 facility. They would like to have urgent care 7-days a week to take the burden from the emergency room so it is free to deal with true emergencies. She reported that the only urgent care available now is in Gresham and Redmond, Oregon.

Ms. DeHart went on to say they want to add a behavioral health component which will move them into being a Tier V facility. She stated that they currently offer telemedicine for mental health and on-site mental health services two-days a month. She said they are looking to create partnerships for growth. She observed that a lot of retirees are coming to the area for more affordable living – we need to be in a position to support a growing population.

Mayor Ewing said that he will be meeting with the builder, engineers and architect tomorrow for the new City Hall/Library/Community Meeting Room facility. He said that he looks to this and the broadband project to bring Maupin into the 21st century and support economic development. He said they are planning to break ground on September 8th and are getting down to the details. He reported that there will be an unfinished second floor to allow for future expansion at lower cost.

Mr. Wilson stated that the library campaign had already raised \$100,000 and has

had a lot of support from the state legislature. The community funding has been exhausted but the foundation will continue to raise money. He said they would like to get relief from some of the fees. He asked how they would approach a funding request for the County. Chair Kramer suggested that a work session might be a good place to start. Commissioner Runyon asked if this falls under STEM for funding. Mayor Ewing replied that they are working with STEM for the technology.

Mr. Stone asked what the funding request would be. Mr. Wilson replied that it would be up to \$50,000 to be shared among the projects or in-kind contributions.

Agenda Item – Budget Adjustment

Mr. Middleton stated that this adjustment is for a year-end clean-up of two resolutions that were incomplete. He reviewed the details of the memo included in the Board Packet.

{{{Chair Kramer moved to approve Resolution 18-013 increasing appropriations and additional revenue within the General Fund. Commissioner Runyon seconded the motion which passed unanimously.}}}

Agenda Item – Auditor

Mr. Middleton explained that the County is looking for a new auditor. He reported that inquiries have resulted in two responses from highly qualified organizations. He pointed out that one firm is at a higher rate and cannot meet the County's December 31st timeline. Pauly, Roger & Company is less expensive and can complete the audit by year-end. He said based on those factors, he would recommend moving forward on a contract with Pauly, Rogers & Company. He reported that his office is preparing for the audit now.

Ms. Smith-Wagar commented that they are both good proposals; she knows both companies and has worked with Tara from Pauly, Rogers. She added that they are the auditors for the City of Hood River and the Port of Hood River. She said they are both good and good fits – they are aware of the common issues. She said that since Pauly, Rogers is both lower in pricing and will meet the timeline, she would recommend their selection.

{{{Chair Kramer moved to select Pauly, Rogers & Company to perform the Wasco County audit and to authorize the Administrative Officer to sign an agreement, to be reviewed by County Counsel prior to signing, for those

services. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion Item – Monthly Finance Report

Mr. Middleton reviewed the report included in the Board Packet.

Ms. Smith-Wagar said that the reconciliations are getting caught up and she is developing a process within Eden to streamline the monthly reconciliations. She said that she hopes to be caught up very soon. She reported that she is narrowing a timing issue in Eden that causes the reconciliations to be off.

Mr. Middleton said that his staff is doing a lot of training; sometimes it is better to work with staff one-on-one.

Mr. Stone said that despite the controls within the Finance Department, he and the County Treasurer are signing off on reconciliations each month. He described it as a high-level review to make sure that it is all done. He added that Ms. Smith-Wagar is also doing quarterly reports on the inner workings of finance and the reconciliation process. He concluded by saying that the message isn't that there are not errors; it is that the processes are creating errors and we are working to correct the process to prevent the errors.

Discussion Item – July Meetings

Chair Kramer explained that since the first meeting in July falls on Independence Day, Ms. White had scheduled it for July 5th; he had suggested that July 3rd might be a better choice and then it was suggested that the first meeting be cancelled altogether. He said that in order to not have too much time between meetings, the July meeting could be scheduled for the 11th.

*****The Board was in consensus to schedule only one meeting for July to be held on the 11th.*****

Consent Agenda – Burn Ban, Reappointments, Designation of Newspaper; Minutes

{{{Vice-Chair Hege moved to approve the Consent Agenda with the exception of the 5.17.2018 Minutes. Commissioner Runyon seconded the motion which passed unanimously.}}}

{{Vice-Chair Hege moved to approve the 5.17.2018 Regular Session Minutes. Chair Kramer seconded the motion. Vice-Chair Hege and Chair Kramer voted Yay; Commissioner Runyon abstained. The motion passed.}}

Departments – Legal Update

County Counsel Kristen Campbell reported that the trial panel has made a decision regarding the Bar Association complaint against District Attorney Eric Nisley. She stated that the panel found clear and convincing evidence that Mr. Nisley knowingly made false statements to the bar and issued a 30-day suspension. She went on to say that the complaint that initiated the investigation had multiple points but the bar chose to not address the illegal subpoena, viewing it as a civil issue. The Bar focused on the rules of professional conduct for the District Attorney which is why it became so narrowly focused on the false statements. She noted that there were several issues not resolved by the bar and advised that further discussion should be properly noticed for a future public session.

Chair Kramer commented that he believes it is in the best interest of the County to have that conversation along with the transparency of noticing. Vice-Chair Hege posed several questions for a future session: Do we want to make a formal response to the Bar's decision? What does that mean to us? What does the appeal process mean?

*****The Board was in consensus to set a Special Session for Monday, June 25, 2018 at 2:30 p.m.*****

Discussion – Building Codes Reserve

Chair Kramer explained that the Building Codes Reserve Fund is invested at the Local Government Investment Pool (LGIP). He reported that AOC does not want to be the custodian of those funds during the transitional period; he proposes that Wasco County become the custodian until it is determined who will be responsible in the long-term for running the Building Codes program.

Mr. Stone asked if the funds would have to be part of the Wasco County budget. Both Mr. Middleton and Ms. Smith-Wagar responded that the Building Codes LGIP funds would probably not be part of the County's budget. Mr. Middleton went on to say that we would be holding it as an agency fund unless we take over the Building Codes program.

Mr. Stone asked what is being done with the Building Codes General Fund dollars. Chair Kramer replied that it is still being determined; he will be meeting with legal counsel this week and partners next week. He said that it has been suggested the funds be distributed based on population. Ms. Smith-Wagar asked who will be the signers on that account. Chair Kramer responded that he along with a member of the MCCOG staff will be signers. He stated that the MCCOG Board will still exist.

Chair Kramer called a recess at 12:01 p.m.

The Session reconvened at 1:30 p.m.

Agenda Item – Mid-Columbia Housing Authority Update
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MCHA Assets Manager Richard Morrow explained that Executive Director Joel Madsen could not attend today's meeting due to illness; Mr. Morrow will be providing the update to the Board. Mr. Morrow went on to review the presentation included in the Board Packet.

Vice-Chair Hege asked if the housing voucher program is limited by the funding or by a certain number of applicants. Mr. Morrow replied that there is an appropriation of dollars each year; MCHA spends what they are allotted. Commissioner Runyon added that some funding is set aside for self-sufficiency graduates.

Vice-Chair Hege commented that the waiting list has quite large numbers for some of the participating counties which must translate to unmet needs. Mr. Morrow confirmed saying that until there is a rotation out or more money granted, people remain stuck on the list. There has to be people transitioning out of the program to make space for others. He went on to say that the availability of housing is also a challenge – clients have to go out and find a house that meets the program criteria which can be very challenging. Commissioner Runyon noted that the voucher is not issued until the client has found a qualifying house.

Chair Kramer asked if there are any low-income housing developers working in the service area. Mr. Morrow replied that there is one in the planning stages in Hood River and they are working on an assisted living facility in Washington.

Agenda Item – Annual Insurance Report

Brianna Wimber and Mike Courtney of Stratton Insurance appeared before the Board to review the proposed insurance policies for the 2018/2019 fiscal year. Ms. Wimber reported that the Workers Compensation rate is nearly flat – very favorable. She said they have added optional coverage for cyber security liability coverage which is becoming quite an issue. Mr. Stone noted that the increase is \$4,800; he asked to see the list of exclusions for that option. Ms. Wimber replied that she would get him that information. She added that it is a long-term liability as stolen data can be used for years.

Mr. Stone commented that the Board should be very proud of the County's safety program – the rate we are getting is unheard of in the government sector. Mr. Courtney noted that the property insurance went up due to the increased property values.

Vice-Chair Hege asked about the Builder's Insurance. Mr. Stone responded that it is for the Mid-Columbia Center for Living Construction; the County will own that facility for five years. Vice-Chair Hege asked if that will be an ongoing annual expense. Ms. Wimber replied that it is just until the facility is built and occupied. Mr. Stone added that the expense will be passed on to MCCFL.

Vice-Chair Hege asked if the demolition derby is in the policy. Ms. Wimber replied that it is included in the policy. Mr. Stone observed that it is a good money-maker for the fair; we carry a policy on it even though we require the participants and organizers to carry insurance for the event.

Further discussion ensued about the possibility of insuring rolling stock. Mr. Courtney asked for a list of those assets in order to provide a quote for the Board to consider.

Vice-Chair Hege asked about the optional excess crime policy. Ms. Wimber explained that it covers an employee act of criminality. Mr. Courtney explained that the basic policy provides for some crime coverage – we are adding more. He stated that the County used to have an employee blanket-bond but have now moved that coverage into this policy.

Vice-Chair Hege asked if the policy comes with a recommendation from the Administrative Officer. Mr. Stone replied that he does recommend the policy, including the cyber insurance. He said his only question is to verify the vehicle list, saying that we will go back through to ensure accuracy. He said that the rest of the policy is what we have done for years; we complete appraisals every five years.

Vice-Chair Hege noted that the County just authorized the purchase of software to track assets which should help with the accuracy issue.

{{{Commissioner Runyon moved to approve the 2018/2019 insurance policies from the Stratton Agency through CIS in the amount of \$203,902.23 and SAIF in the amount of \$81,303 and to authorize the Administrative Officer to sign the final insurance documents. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item –Lane County IGAs

County Assessor/Tax Collector Jill Amery explained that both the amendments and IGA are updates to existing agreements with Lane County. She stated there are no substantive changes other than some price increases. She stated that this has been part of a five-county consortium. She reported that one of Lane County's key staff is retiring which has been a catalyst for them to re-evaluate what support they can continue to offer. She added that one of the member counties is moving away from Proval/Ascend and will no longer require that support; she is concerned that the other four counties will be absorbing those costs. She stated that Lane County has assured us they will not abandon us abruptly but will give us multiple years to find other solutions.

Commissioner Runyon asked if there is anywhere else for us to get this kind of support. Ms. Amery replied that currently there is not an apparent alternative but Andrew Burke has joined the conversation. She said it would be a heavy lift for us to do this internally.

{{{Commissioner Runyon moved to approve the following Intergovernmental Agreements with Lane County, Oregon: Amendment #1 to the IGA for Tax Map Maintenance and GIS; Amendment #1 to the IGA for Tax Remapping Work; and the IGA for Ascend/Proval Tax Remapping Work. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item – Auction Deeds

Ms. Amery reported that the County offered 15 properties at auction yesterday and sold 5 of those offerings for a total of over \$50,000. She predicted that more of them will be sold as once they have been offered at auction they can be sold through a sealed bid process. She reported that two developers have expressed interest in some of the remaining properties.

Vice-Chair Hege asked if any of the houses are still County-owned. Ms. Amery replied that there is one and it is one in which the developers have expressed interest. She said selling the improved properties is the priority.

Vice-Chair Hege asked how she determines the minimum bid amount. Ms. Amery explained that there is a formula based on the market value. She stated that she looked at comparable to determine the market value. She said that the remaining house does have some value if stripped to the studs.

Ms. Amery went on to say that these properties will be taxable for the 2018/2019 tax year. She announced her intent to hold another auction in the fall.

{{{Chair Kramer moved to approve the sale of the following tax lots: 2272, 2765, 3921, 5614 and 5615. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item – Wholly Uncollectible Taxes

Ms. Amery reviewed the memo included in the Board Packet. Commissioner Runyon noted that this is a mess that we inherited and it is good to get it cleaned up.

{{{Commissioner Runyon moved to approve Order 18-027 cancelling certain uncollectible personal property taxes. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Commission Call

Chair Kramer reintroduced the topic of the Building Codes Reserve Fund currently invested with the LGIP. He noted that this would be a transfer of signing authority so LGIP has a custodian agency to which they can report; the owners of the funds will be the same – Wasco County will act only as a custodial agency.

*****The Board was in consensus for Wasco County to act as the Custodial Agency for the LGIP invested Building Codes Reserve funds until such time as the permanent agency is determined.*****

Chair Kramer introduced a letter (attached) submitted to each Commissioner by School District 21 and the Mid-Columbia Fire District requesting support of funding for Columbia Gorge Community College. Chair Kramer reported that he has spoken to the College's Board Chair who advised that the CGCC Board has not taken a position and is waiting for their new CEO to come on staff. He said that the CGCC Board sees some pros and cons to the project and will need further discussion before taking a position. Chair Kramer categorized the districts' letter as premature and overreaching their bounds. He stated that it is his intent to wait for CGCC to make a request.

Chair Kramer announced that he will be attending the opioid conference.

Commissioner Runyon reported that there was a good turnout for the veterans tour with a number of VSOs and aides from each congressional office in our district in attendance. He said that a couple of county commissioners also participated.

Chair Kramer adjourned the session at 2:48 p.m.

Summary of Actions

MOTIONS

- **To approve Order 18-023 surplussing Public Works 1991 Hyster Rubber-tire Roller and 2006 Chevrolet Silverado.**
- **to approve the following Memorandums of Understanding for the provision of evacuation and transportation of citizens in the event of an emergency or disaster in Wasco County: between Wasco County and Mid-Columbia Economic Development District, between Wasco County and South Wasco County School District and between Wasco County and North Wasco County School District.**
- **to approve Intergovernmental Agreements between Wasco County and the following entities for the provision of GIS Data – City of The Dalles, Northern Wasco County PUD, Mid-Columbia Fire and Rescue and Sherman County.**

- **To rescind the 2006 Intergovernmental Agreement between Wasco Count and The Dalles Irrigation District for GIS Services.**
- **to approve Resolution 18-009 adopting the fiscal year 2018-2019 Budget, Tax Levy and appropriations for Wasco County.**
- **To approve the following Wasco County revised policies to supersede any previously adopted policies covering the same topics: Equal Opportunity, Hardship Leave, Leave Without Pay, Mobile Communication Device, Position Approval, Telecommuting, Veterans Preference, and Workplace Violence.**
- **To approve the 2018-2019 Wasco County Strategic Plan.**
- **To approve Resolution 18-008 adopting the Mass Mutual Deferred Compensation Plan for Wasco County.**
- **to approve Resolution 18-012 approving an Enterprise Zone Tax Abatement Agreement between the sponsors of The Dalles/Wasco County Enterprise Zone and Hydro Extrusion USA, LLC.**
- **To approve the Memorandum of Understanding between City of Mosier, Wasco County and the Mid-Columbia Economic Development District for Joint Wasco County Enterprise Zone.**
- **To approve Resolution 18-013 increasing appropriations and additional revenue within the General Fund.**
- **to select Pauly, Rogers & Company to perform the Wasco County audit and to authorize the Administrative Officer to sign an agreement, to be reviewed by County Counsel prior to signing, for those services.**
- **To approve the Consent Agenda with the exception of the 5.17.2018 Minutes.**
- **To approve the 5.17.2018 Regular Session Minutes. Chair Kramer seconded the motion.**
- **to approve the 2018/2019 insurance policies from the Stratton Agency through CIS in the amount of \$203,902.23 and SAIF in the amount of \$81,303 and to authorize the Administrative Officer to sign the final insurance documents.**
- **to approve the following Intergovernmental Agreements with Lane County, Oregon: Amendment #1 to the IGA for Tax Map Maintenance and GIS; Amendment #1 to the IGA for Tax Remapping Work; and the IGA for Ascend/Proval Tax Remapping Work.**
- **To approve the sale of the following tax lots: 2272, 2765, 3921, 5614 and 5615.**

- **To approve Order 18-027 cancelling certain uncollectible personal property taxes.**

CONSENSUS

- **To schedule only one meeting for July to be held on the 11th.**
- **To set a Special Session for Monday, June 25, 2018 at 2:30 p.m.**
- **For Wasco County to act as the Custodial Agency for the LGIP invested Building Codes Reserve funds until such time as the permanent agency is determined.**

Wasco County
Board of Commissioners

Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair

Rod L. Runyon, County Commissioner



AGENDA ITEM

Quarterly Finance Review

[STAFF MEMO](#)



To: Wasco County Board of Commissioners
From: Debbie Smith-Wagar, Smith-Wagar Brucker Consulting
Re: Quarterly Financial Update
Date: 7/11/2018

Status

Cash is reconciled through May! Thanks, everyone, for your patience with this. There were a combination of timing differences and errors that made these reconciliations difficult, but now that they are caught up and changes to processes have been implemented, keeping the monthly reconciliations up to date should not be a problem. We will be completing June today.

All other balance sheet accounts have been reconciled each month, and that will continue. The big push this month (July) will be to get year-end balances ready for the auditors. Field work is scheduled for October, and that should give the Finance Department plenty of time to get everything ready. There are a number of year-end adjustments that need to be made, and there is at least one new standard from the Governmental Accounting Standards Board (GASB) that the County will need to implement this year (GASB 75, which has to do with reporting post-employment benefits other than pensions). This is a big standard and will require some re-formatting of the financial statement notes, but all municipalities in Oregon will have to implement this new standard, so there should be a lot of guidance available.

I am looking forward to the County working with Tara Kamp and her audit team from Pauly Rogers. Tara has a very pleasant but “no nonsense” approach to auditing, and I think having a fresh set of eyes will be very beneficial to the County.

Final property tax information for the year will not be available until August (property taxes collected in July and August are actually counted as revenue in the prior fiscal year), so those adjustments are usually the last ones to be made. I fully anticipate that when I update you in September the Finance Department will be preparing the financial statements.

I can't stress enough what a great team has come together in the Finance Department. Both their personalities and belief in County values along with their skills and abilities make it truly a pleasure to walk in to the Finance Department each time I am over here.

As always, feel free to contact me if you have any questions or concerns.
Debbie Smith-Wagar
Phone: 503-686-3527
Email: Debbie@Smith-WagarBrucker.com



AGENDA ITEM

North Central Public Health District Update

[PRESENTATION](#)

Communicable Disease Program Overview

Jeremy Hawkins

North Central Public Health District

Core Functions

Community Education

Prevention

Surveillance

Consultation

Health Promotion

Partner Services

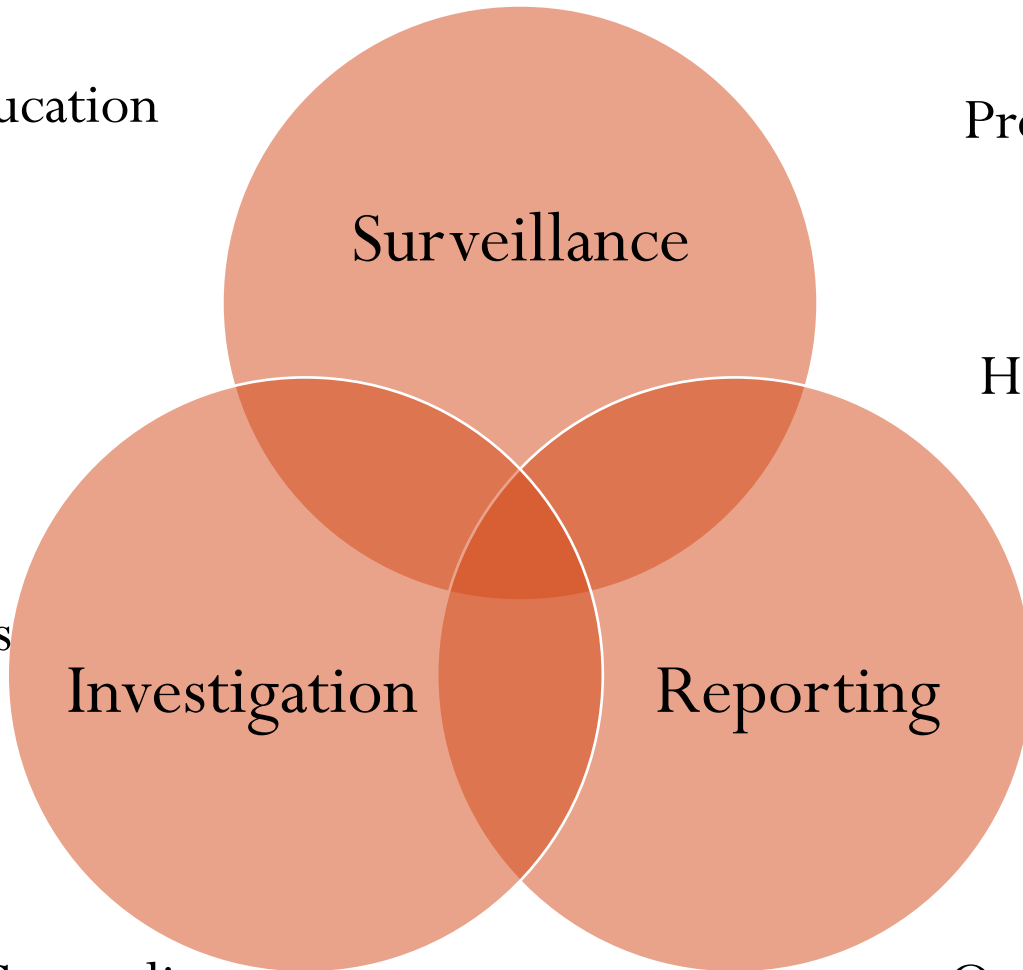
Investigation

Reporting

Regulation

Risk Reduction Counseling

Outbreak Management



Communicable Disease Reporting

- 80+ reportable infections, diseases, and conditions.
- Clinicians and laboratories are required by law to report to public health within the specified timeframes or face civil penalties.
- NCPHD receives reports, investigates, then sends final reports to the Oregon Health Authority (OHA) through the Oregon Public Health Epidemiologists User System (ORPHEUS).

OREGON PUBLIC HEALTH DIVISION REPORTING FOR CLINICIANS

By law,¹ Oregon clinicians must report diagnoses of the specified infections, diseases and conditions listed on this poster. Both lab-confirmed and clinically suspect cases are reportable. The parallel system of lab reporting does not obviate the clinician's obligation to report. Some conditions (e.g., uncommon illness of public health significance, animal bites, hemolytic uremic syndrome (HUS), pesticide poisoning, disease outbreaks) are rarely, if ever, identified by labs. We depend on clinicians to report.

Reports should be made to the patient's local health department² of residence and include at least the patient's name, home address, phone number, date of birth, sex, diagnosis and date of symptom onset. Most reports should be made within one working day of the diagnosis, but there are several important exceptions — please refer to the list on this poster.

Disease reporting enables appropriate public health follow-up for your patients, helps identify outbreaks, provides a better understanding of morbidity patterns, and may even save lives. Remember that HIPAA does not prohibit you from reporting protected health information to public health authorities for the purpose of preventing or controlling diseases, including public health surveillance and investigations.³

CIVIL PENALTIES FOR VIOLATIONS OF OREGON REPORTING LAW

A civil penalty may be imposed against a person or entity for a violation of any provision in OAR Chapter 333, Division 18 or 19.⁴ These regulations include the requirements to report the diseases listed on this poster, along with related data; and to cooperate with local and state public health authorities in their investigation and control of reportable diseases. Civil penalties shall be imposed as follows:

- First violation \$100, second violation \$200, third or subsequent violation \$500;
- Each day out of compliance will be considered a new violation.



Safe Injection Practices⁵

Oregon Health Authority

PUBLIC HEALTH DIVISION
Center for Public Health Practice
971-673-1111 (phone)
971-673-1100 (fax)
www.healthoregon.org/bcd



OHA 8577 (Rev. 07/2018)

New reportables are highlighted.

IMMEDIATELY

Anthrax (*Bacillus anthracis*)

Bacillus cereus biovar *anthracis*

Botulism (*Clostridium botulinum*)

Brucellosis (*Brucella*)

Cholera (*Vibrio cholerae*)

O1, O139, or toxigenic)

Diphtheria

(*Corynebacterium diphtheriae*)

Eastern equine encephalitis

Glanders (*Burkholderia mallei*)

Hemorrhagic fever caused by viruses of the flavivirus (e.g., Ebola, Marburg) or arenavirus (e.g., Lassa, Machupo) families

Influenza (novel)⁶

Marine intoxication (intoxication caused by marine microorganisms or their byproducts (e.g., paralytic shellfish poisoning, domoic acid intoxication, ciguatera, scombroid)

Measles (rubeola)

Melioidosis

(*Burkholderia pseudomallei*)

Plague (*Yersinia pestis*)

Polymyositis

Q fever (*Coxiella burnetii*)

Rabies (human)

Rubella

SARS (Severe Acute Respiratory Syndrome or SARS-coronavirus)

Smallpox (variola)

Typhemia (*Francisella tularensis*)

Typhus, louse-borne

(*Rickettsia prowazekii*)

Yellow fever

Outbreaks and uncommon illnesses (any known or suspected common-source outbreak; any uncommon illness of potential public health significance)

WITHIN 24 HOURS

(including weekends and holidays)

• *Haemophilus influenzae*

• *Neisseria meningitidis*

(any isolation or identification from a normally sterile specimen type)

• Pesticide poisoning

WITHIN ONE LOCAL HEALTH AUTHORITY WORKING DAY

Amebic infections⁷ (central nervous system only)

Anaplasmosis (*Anaplasma*)

Animal bites (of humans)

Arthropod vector-borne disease (e.g., California encephalitis, Colorado tick fever, dengue, Heartland virus infection, Kyasanur Forest disease, St. Louis encephalitis, Western equine encephalitis, etc.)

Babesiosis (*Babesia*)

Campylobacteriosis

(*Campylobacter*)

Chancroid (*Haemophilus ducreyi*)

Chlamydia

(*Chlamydia trachomatis*;

lymphogranuloma venereum)

Coccidioidomycosis (Coccidioides)

Creutzfeldt-Jakob disease

(CJD) and other transmissible

spongiform encephalopathies

Cryptococcosis (*Cryptococcus*)

Cryptosporidiosis

(*Cryptosporidium*)

Cyclosporiasis

(*Cyclospora cayentensis*)

Ehrlichiosis (*Ehrlichia*)

Enterobacteriaceae family

isolates that are resistant to any

carbapenem antibiotic by current

CLSI breakpoints⁸

Escherichia coli (enterotoxigenic;

Shiga-toxicogenic, including *E. coli*

O157 and other serogroups)

Giardiasis (*Giardia*)

Gonococcal infections

(*Neisseria gonorrhoeae*)

Grimonia spp. infection

Hantavirus

Hemolytic uremic syndrome (HUS)

Hepatitis A

Hepatitis B

Hepatitis C

Hepatitis D (delta)

Hepatitis E

HIV infection (does not apply to anonymous testing) and AIDS

Influenza (laboratory-confirmed) death of a person <18 years of age

Lead poisoning⁹

Legionellosis (*Legionella*)

Leptospirosis (*Leptospira*)

Listeriosis

(*Listeria monocytogenes*)

Lyme disease

(*Borrelia burgdorferi*)

Malaria (*Plasmodium*)

Mumps

Non-tuberculous mycobacterial

infection (non-respiratory)⁹

Pertussis (*Bordetella pertussis*)

Psittacosis

(*Chlamydia psittaci*)

Relapsing fever (*Borrelia*)

Rocky Mountain spotted fever

and other *Rickettsia* (except

louse-borne typhus, which is

immediately reportable)

Salmonellosis (*Salmonella*, including typhoid)

Shigellosis (*Shigella*)

Syphilis (*Treponema pallidum*)

Taenia infection

(including cysticercosis and tapeworm infections)

Tetanus (*Clostridium tetani*)

Trichinosis (*Trichinella*)

Tuberculosis (*Mycobacterium tuberculosis* and *M. bovis*)⁹

Vibriosis (other than cholera)

West Nile

Yersiniosis (other than plague, which is immediately reportable)

Zika

FOOTNOTES

¹ In addition to reporting updates, please be aware of new OAR 333-019-0061, requiring health care professionals to observe standard precautions as described in Centers for Disease Control and Prevention's *Guidelines for Infection Prevention: Preventing Transmission of Infectious Agents in Healthcare Settings* (2007). <https://www.cdc.gov/infectioncontrol/guidelines/infection/>

² http://hcnweb.sos.state.or.us/pages/rules/vars/2000/333/333_018.html

³ www.healthoregon.org/life/essentialsreporting

⁴ http://doctordoc.org/oregon/2004/dec/16/164_512.pdf

see 45 CFR 164.512(h)(1)(i).

⁵ <https://oac.state.or.us/osha/viewSingleRule.action?ruleId=164.512.64>

⁶ Influenza A virus that cannot be subtyped by commercially distributed assays.

⁷ For example, infection by *Acanthamoeba*, *Balamuthia*, or *Naegleria* spp.

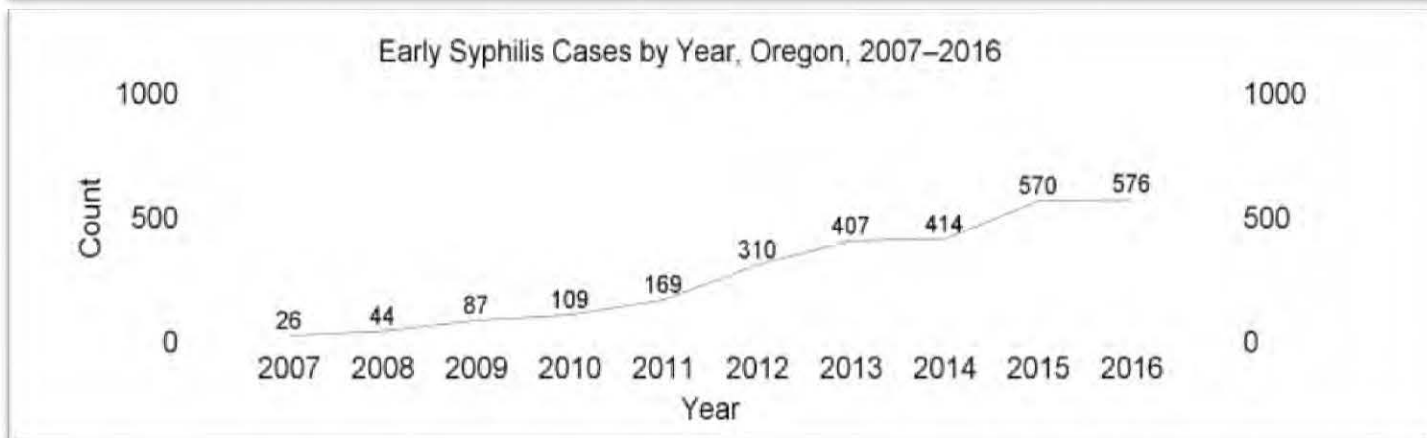
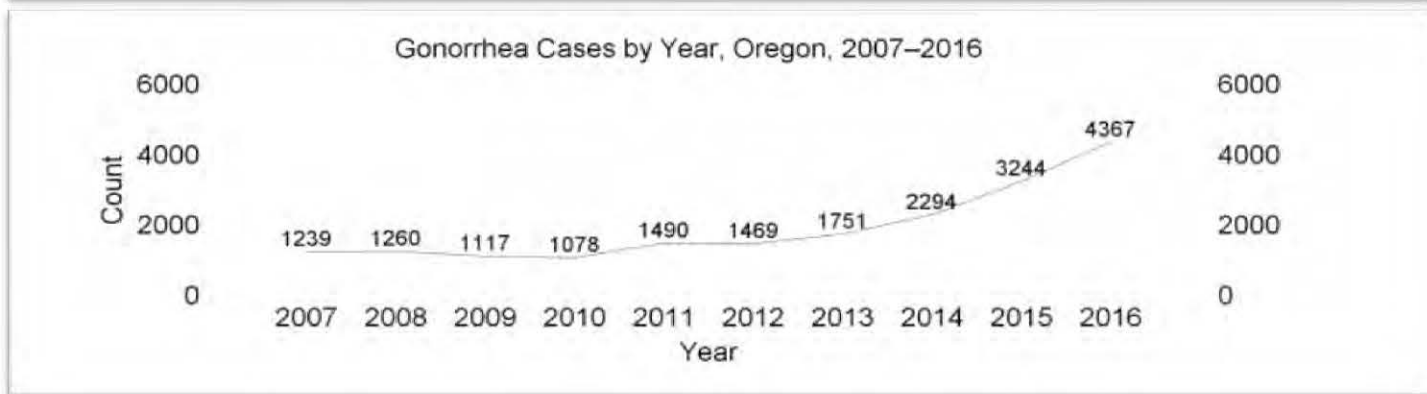
⁸ CLSI Performance Standards for Antimicrobial Susceptibility Testing: Twenty-Fifth Informational Supplement, CLSI document M100-S25.

⁹ Wayne, PA: Clinical and Laboratory Standards Institute; January 2015.

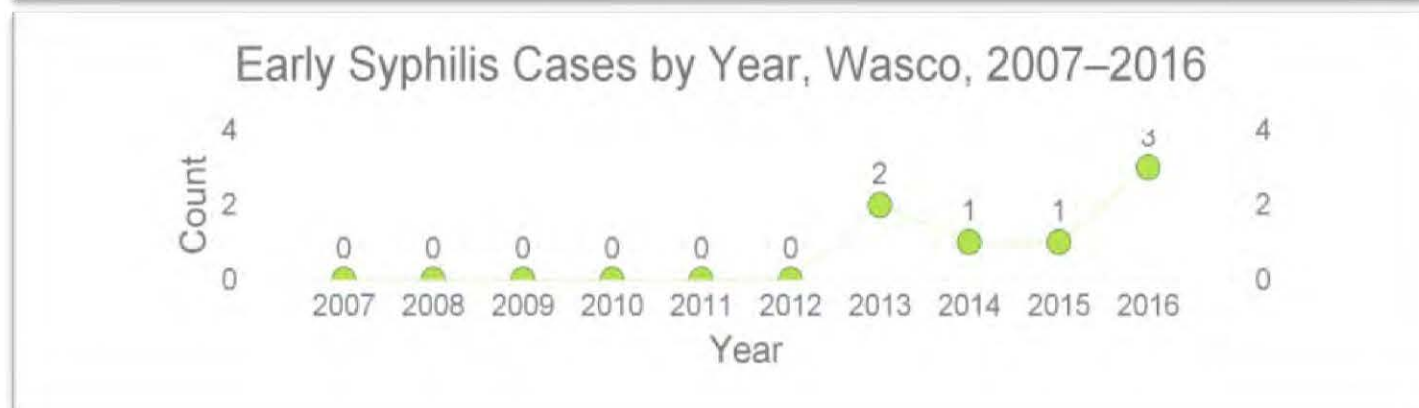
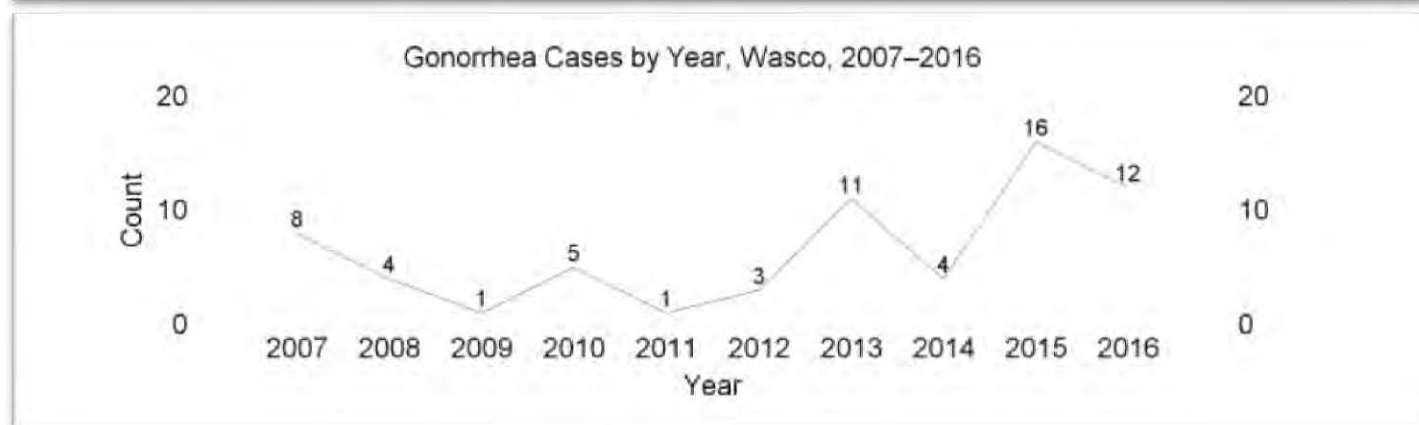
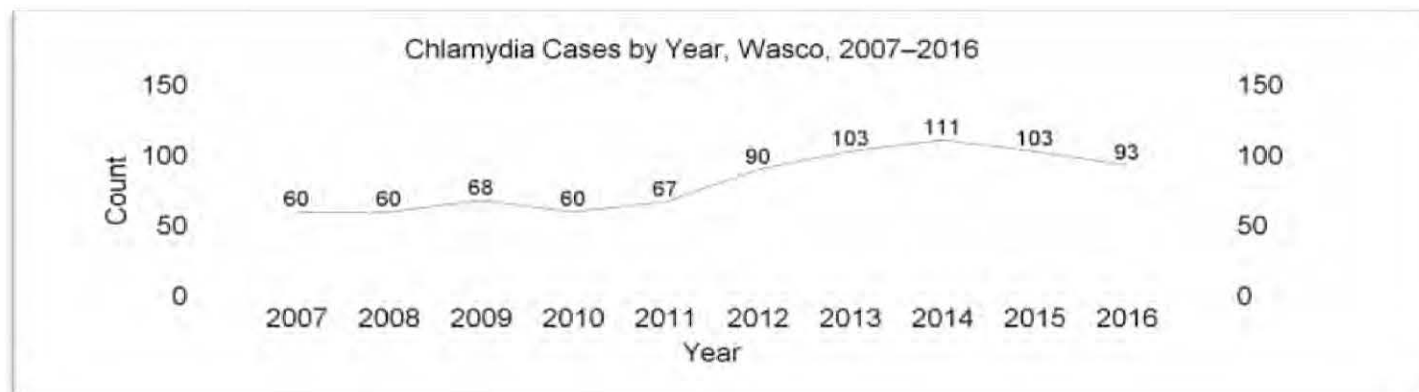
¹⁰ "Lead poisoning" means a confirmed blood lead level of at least 5 µg/dL.

¹¹ Infection of any site with *M. tuberculosis* or *M. bovis* is reportable. Only non-respiratory infections with other mycobacteria are reportable.

Current Issue: Rising STD Rates



Current Issue: Rising STD Rates



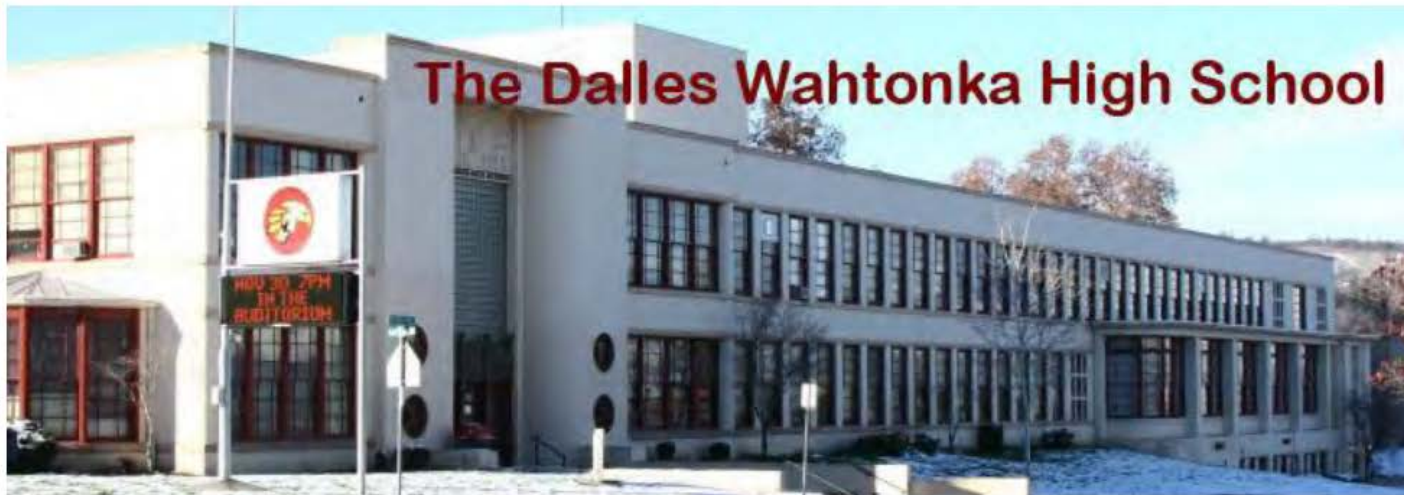
Current Issue: Pertussis



Pertussis, also known as **whooping cough**, is a highly contagious respiratory disease. It is caused by the bacterium *Bordetella pertussis*.

Pertussis is known for uncontrollable, violent coughing which often makes it hard to breathe. After cough fits, someone with pertussis often needs to take deep breaths, which result in a "whooping" sound. Pertussis can affect people of all ages, but can be very serious, even deadly, for babies less than a year old.

The best way to protect against pertussis is by getting vaccinated. [English](#) | [en Español](#)



Collaboration with Community Partners



The Springs
Living®



How Program Work Affects the Communities We Serve

- Breaking the chain of disease transmission
- Protecting vulnerable populations
- Creating awareness
- Serving as a resource to community partners



Questions?

Jeremy Hawkins

Jeremyh@ncphd.org

541-506-2633 (direct)



AGENDA ITEM

Community Corrections MOU

[STEVEN SEELEY, LLC MOU FOR SEX OFFENDER TREATMENT PROGRAMMING](#)

[MOTION LANGUAGE](#)

MEMORANDUM OF UNDERSTANDING

BETWEEN

WASCO COUNTY COMMUNITY CORRECTIONS

AND

STEVEN SEELEY, LLC

for Sex Offender Treatment Programming

The purpose of this Memorandum of Understanding (MOU) is to outline the working relationship and expectations of that relationship between Wasco County Community Corrections (“WCCC”) and Steven Seeley, LLC (“CONSULTANT”) in the providing of special services for WCCC. CONSULTANT is an independent contractor providing treatment services for select clients as referred by WCCC. WCCC has the need for the services of a person with particular training, knowledge, certifications and experience as possessed by CONSULTANT. WCCC has determined that CONSULTANT is qualified and capable of performing the professional services as WCCC requires, under the terms and conditions set forth.

1. Term

The term of this Agreement shall be from its execution to no later than June 30, 2019, and may be extended for additional periods of time upon mutual agreement of both parties.

2. Scope of Work

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

3. Compensation

3.1 Payment. CONSULTANT shall complete the Scope of Work as defined above at the following rates (per individual):

Treatment Planning Session: \$90.00

Group Therapy Session: \$45.00

Individual Therapy Session: \$125.00

3.2 Payments. WCCC will review CONSULTANT’s invoice and within ten (10) days of receipt notify CONSULTANT in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, WCCC shall pay the invoice amount in full within thirty (30) days of invoice date.

4. Consultant Is an Independent Contractor

CONSULTANT shall be an independent contractor and in such a capacity shall be entitled to compensation for services only as provided for under this Agreement. While COUNTY reserves the right to set the schedule and evaluate the quality of CONSULTANT's completed work, WCCC cannot and will not control the means and manner of CONSULTANT's performance. CONSULTANT is responsible for determining the appropriate means and manner of performing work. CONSULTANT is responsible for all federal and state taxes applicable to compensation and payment paid to CONSULTANT under this Agreement and will not have any amounts withheld by WCCC to cover CONSULTANT's tax obligations. CONSULTANT is not eligible for any WCCC fringe benefit plans under this Agreement.

If CONSULTANT is hired as a full time employee of Wasco County, services provided under this Agreement shall not interfere with Wasco County employment and shall be considered separate and secondary to the duties expected of a fulltime employee and shall comply with the Outside Employment policy and work rules of the Wasco County Sheriff's Office. Consultant shall not engage in outside employment that conflicts with the business of WCCC or otherwise interferes with the ability to perform according to established standards of employee performance and work rules. Work performed as an employee shall remain separate and distinct from work performed under this Agreement. CONSULTANT shall not conduct business connected to either this Agreement or other outside employment during hours scheduled to work at WCCC. When performing work under this Agreement, WCCC will not assign or expect work to be done that is otherwise performed as an employee.

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:

WCCC:	Fritz Osborne, Director Wasco County Community Corrections 421 East Seventh Street, Annex B The Dalles, OR 97058
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CONSULTANT:	Steven Seeley, LPC, SOTB Steven Seeley LLC 2025 Elm St. #2D Forest Grove, OR 97116
-------------	---

6. Indemnification

To the extent permitted by applicable law, CONSULTANT shall defend, save, and hold WCCC harmless and its officers, agents, and employees from and against any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the operations of the CONSULTANT, including but not limited to the activities of CONSULTANT or its officers, employees, agents or subcontractors under this Agreement. CONSULTANT shall not be deemed an agent of WCCC under the Oregon Tort Claims Act.

7. Insurance Requirements

- 7.1 During the term of this Agreement, CONSULTANT shall maintain, at its own expense, Professional Liability Insurance covering any damage caused by error, omission or negligent act related to the CONTRACTOR'S services, with limits not less than \$2,000,000.00.
- 7.2 Insurance coverage shall be maintained for a period of 2 years after completion of this Agreement. It shall also include a 2 year "tail" policy for any "claims made" policies made part of this Agreement.
- 7.3 Policies shall provide that WCCC, its directors, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 8.1 and a waiver of subrogation against them shall be obtained for all coverages.
- 7.4 All coverages under Section 7.1 shall be primary over any insurance WCCC may carry on its own.
- 7.5 CONSULTANT shall be solely responsible for any loss, damage or destruction to its own property and materials used in conjunction with the work or services under this Agreement.
- 7.6 CONSULTANT shall furnish WCCC with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Agreement. If requested by WCCC, CONSULTANT shall furnish WCCC with executed copies of such policies of insurance. CONSULTANT shall furnish WCCC with at least 30-days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Agreement and shall be grounds for immediate termination of this Agreement.

8. Workers' Compensation

- 8.1 CONSULTANT, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 8.2 CONSULTANT warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. CONSULTANT shall indemnify WCCC for any liability incurred by WCCC as a result of CONSULTANT's breach of the warranty under this paragraph.

9. Assignment

CONSULTANT may not assign any of its responsibilities under this Agreement without WCCC's prior written consent, which consent may be withheld in WCCC's sole discretion. CONSULTANT may not subcontract for performance of any of its responsibilities under this Agreement without WCCC's prior written consent, which consent shall not be unreasonably withheld.

10. Labor and Material

CONSULTANT shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of all contract work, all at no cost to WCCC other than the compensation provided in this Agreement.

11. Ownership of Work and Documents

All work performed by CONSULTANT and compensated by WCCC pursuant to this Agreement shall be the property of WCCC upon full compensation for that work performed or document produced to CONSULTANT, and it is agreed by the parties that such documents are works made for hire. CONSULTANT hereby conveys, transfers and grants to WCCC all rights of reproduction and the copyright to all such documents.

12. Termination for Convenience

This Agreement may be terminated by mutual consent of the parties upon written notice. In addition, WCCC may terminate all or part of this Agreement upon determining that termination is in the best interest of WCCC by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against CONSULTANT. Upon termination under this paragraph, CONSULTANT shall be entitled to payment in accordance with the terms of this Agreement for work completed and accepted before termination less previous amounts paid and any claim(s) WCCC has against CONSULTANT. Pursuant to this paragraph, CONSULTANT shall submit an

itemized invoice for all unreimbursed work completed before termination and all closeout costs actually incurred by CONSULTANT. WCCC shall not be liable for any costs invoiced later than thirty (30) days after termination unless CONSULTANT can show good cause beyond its control for the delay.

13. Termination for Cause

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

- 13.1 If WCCC funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Agreement may be modified to accommodate a reduction in funds.
- 13.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- 13.3 If any license or certificate required by law or regulation to be held by CONSULTANT to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

14. Termination for Default

Either WCCC or CONSULTANT may terminate this Agreement in the event of a breach of the Agreement 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 Agreement at any time thereafter by giving a written notice of termination.

If CONSULTANT fails to perform in the manner called for in this Agreement or if CONSULTANT fails to comply with any other provisions of the Agreement, WCCC may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on CONSULTANT setting forth the manner in which CONSULTANT is in default. CONSULTANT shall be paid only for services performed in accordance with the manner of performance as set forth in this Agreement.

15. Remedies

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

- 15.1 If terminated under paragraph 14 by WCCC due to a breach by CONSULTANT, WCCC may complete the work either itself, by agreement with another

contractor, or by a combination thereof.

- 15.2 In addition to the above remedies for a breach by CONSULTANT, WCCC also shall be entitled to any other equitable and legal remedies that are available.
- 15.3 If WCCC breaches this Agreement, CONSULTANT's remedy shall be limited to termination of the Agreement and receipt of payments to which CONSULTANT is entitled.
- 15.4 WCCC shall not be liable for any indirect, incidental, consequential, or special damages under the Agreement or any damages arising solely from terminating the Agreement in accordance with its terms.
- 15.5 Upon receiving a notice of termination, and except as otherwise directed in writing by WCCC, CONSULTANT shall immediately cease all activities related to the services and work under this Agreement. As directed by WCCC, CONSULTANT shall, upon termination, deliver to WCCC any existing work product.

16. Nondiscrimination

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

17. Governing Law; Jurisdiction; Venue

This 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 WCCC and CONSULTANT that arises from or relates to this Agreement which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States Court for the State of Oregon.

18. Compliance with Laws and Regulations

CONSULTANT shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the delivery of services hereunder. Without limiting the generality of the foregoing, CONSULTANT expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: 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 Agreement and required by law to be so incorporated.

19. Experience, Capabilities and Resources

The CONSULTANT agrees that: CONSULTANT has the skill, legal capacity, and professional ability necessary to perform all the services required under this Agreement. CONSULTANT has the capabilities and resources necessary to perform the obligations of this Agreement.

20. Documents

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

21. Access to Records

For not less than three (3) years after the Agreement expires and for the purpose of making audit, examination, excerpts, and transcripts, WCCC, and its duly authorized representatives shall have access to CONSULTANT's books, documents, papers, and records that are pertinent to this Agreement. If, for any reason, any part of this Agreement is involved in litigation, CONSULTANT shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. CONSULTANT shall provide full access to these records to WCCC, and its duly authorized representatives in preparation for and during litigation.

22. Representations and Warranties

CONSULTANT represents and warrants to WCCC that (1) CONSULTANT has the power and authority to enter into and perform this Agreement, (2) when executed and delivered, this Agreement shall be a valid and binding obligation of CONSULTANT enforceable in accordance with its terms, (3) CONSULTANT shall, at all times during the term of this Agreement, 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 Agreement shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

23. Attorney Fees

In case a suit or action is instituted to enforce the provisions of this Agreement, the parties agree that the losing party shall pay such sums as the court may adjudge

reasonable for attorney fees and court costs, including attorney fees and costs on appeal.

24. Limitation of Liabilities

WCCC shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Agreement or (ii) any damages of any sort arising solely from the termination of this Agreement in accordance with its terms.

25. Confidentiality

CONSULTANT shall maintain the confidentiality of any of WCCC's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent CONSULTANT from establishing a claim or defense in an adjudicatory proceeding. CONSULTANT shall require similar agreements from WCCC's and/or CONSULTANT's subconsultants to maintain the confidentiality of information of WCCC.

CONSULTANT shall ensure that patient's privacy is protected and that confidential records are secure from unauthorized disclosure consistent with the HIPPA confidentiality requirements of 45 CFR parts 160 and 164, and consistent with other state or federal regulations governing privacy and confidentiality.

26. Force Majeure

CONSULTANT shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

27. Waivers

No waiver by WCCC of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by CONSULTANT of the same or any other provision. WCCC's consent to or approval of any act by CONSULTANT requiring WCCC's consent or approval shall not be deemed to render unnecessary the obtaining of WCCC's consent to or approval of any subsequent act by CONSULTANT, whether or not similar to the act so consented to or approved.

28. Severability

Any provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

29. Headings

The captions contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

30. Integration

This Agreement, 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 Agreement.

31. Amendments

This Agreement shall not be waived, altered, modified, supplemented, or amended in any manner without a duly executed Amendment. Any amendments to this Agreement shall be effective only when reducing to writing and signed by both parties as below.

Agreed upon this 11th Day of July, 2018.

Wasco County

**WASCO COUNTY
BOARD OF COMMISSIONERS**

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Rod L. Runyon, County Commissioner

CONSULTANT

STEVEN SEELEY, LLC

Steven Seeley, LCP, SOTB

Exhibit A

Scope of Work

CONSULTANT agrees to provide sex offender treatment programming to referred WCCC clients as agreed upon this contract. The services agreed to be provided by CONSULTANT for WCCC clients will include:

- A. Consultation with the WCCC staff regarding the sex offender clients, to include: strategies, goals, achievements, problems, and client disciplinary actions. CONSULTANT will communicate with WCCC regarding clients as needed and as requested by WCCC.
- B. Monthly client status reports to WCCC on each client participating in the program that reflects the offender's compliance and progress in the program, attendance, test results, and relevant issues.
- C. CONSULTANT will assess and evaluate clients for appropriate level of treatment using Association for the Treatment of Sexual Abusers (ATSA) standards.
- D. CONSULTANT will give the clients a written set of rules, requirements, and expectations, including consequences for non-compliance and incentives for success upon entry into the program.
- E. The treatment program will be based on an evidence based curriculum approved by this department and address issues of client motivation. Treatment options shall be available consistent with the client's assessed stage of change.
- F. Treatment shall be based on cognitive and behavioral intervention and social learning approaches. The treatment program will be of sufficient length and intensity to produce stable behavioral changes based on replacing thinking errors with pro-social cognitive skills and practicing new skills for avoiding drug use.
- G. Client consequences for program violation shall utilize a graduated continuum of sanctions in concert with WCCC to address failings and redirect clients towards continuation and completion of the program prior to a termination action.
- H. Treatment shall include: relapse prevention planning and comprehensive transition planning and after-care planning to insure ongoing success.
- I. CONSULTANT will abide by Chapter IV (Sections 6 to 9 pertaining to Sex Offender Treatment) in the Procedures Manual of the WCCC.
- K. WCCC will provide referral forms and release information forms for referred clients along with additional information pertaining to clients behavior, compliance and pertinent issues, as necessary to affect positive outcomes in treatment.
- L. WCCC will consult with CONSULTANT as needed and requested regarding client issues.
- M. WCCC will work in concert with CONSULTANT to implement graduated sanctions as consequences for violations to address failings and redirect clients towards continuation and completion of the program prior to termination of action.



MEMORANDUM

SUBJECT: Community Corrections MOU Motion

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 07.06.2018

COMMUNITY CORRECTIONS MOTION: I move to approve the MOU between Wasco County Community Corrections and Steven Seeley, LLC for Sex Offender Treatment Programming.



AGENDA ITEM

Blue Zones Certification

[STAFF MEMO](#)

[SCORED APPLICATION](#)

[LICENSING AGREEMENT](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Blue Zones™ Certification

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FRITZ BACHMAN

DATE: 07/05/2018

BACKGROUND INFORMATION:

As you are already aware, in April of 2017 The Dalles was selected as one of three Blue Zones Project Demonstration Communities in Oregon, joining Klamath Falls and Grants Pass. The Dalles is now in its second year of this three-year project. Blue Zones has been active in the community, leading up efforts to promote healthy lifestyles and environments to improve wellness and quality of life. Blue Zones hosted a community kickoff event in January 2018 and more recently provided the BOCC with an update of their activities this past March.

The philosophy of Blue Zones is in general alignment with efforts that Wasco County endorses for its own employees through its Wellness Policy. The Wellness Committee has been supportive of the Blue Zones effort, implemented at the County level. At the November 2017 Wellness Committee Meeting, Blue Zones presented to us their Worksite Pledge approval process. Becoming a Blue Zones Approved Workplace communicates to the public that our work environments promote health and wellness. It also shows Wasco County's support of the Blue Zones effort.

After looking at the requirements for this pledge, The Wellness Team believed that many of the tasks were aligned with our Action Plan, that we were doing many of these things already, and that the effort for Wasco County to become approved was achievable.

The Wellness Team recently completed our draft application for this approval which is available to view at:

https://drive.google.com/file/d/1LzwMgJDDJbJRLbDLxTudcZ2_V-npxgCF

Blue Zones has reviewed our application and designated Wasco County as an approved Blue Zones worksite. Blue Zones would like to celebrate this achievement with an event to include "ribbon cutting", short speeches, photos, healthy snacks, and media attention. Commissioners and other County Leadership interested in endorsing and promoting this effort are obvious key stakeholders to attend. If the BOCC supports such an event, Blue Zones would like to plan soon for a date in July. Members of the Wellness Committee will help with logistics for the event.

Blue Zones Worksite Pledge (2017)

Community Name: The Dalles

Worksite Name: Wasco County

78/117 points needed to validate

Reviewer: Merritt Driscoll

Date:7/2/18

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Physical Environment	1. Complete the Ergonomic Checklist for at least 50 percent of employees.	Identify an employee who is familiar with what ergonomic hazards are and how to identify them in the workplace. Have this employee complete one of the standardized ergonomic checklists listed in the additional resources section below for each of your employees, as ergonomic adjustments are specific to the individual. Be sure to use a team approach to identify root causes and brainstorm solutions. Test solutions and conduct evaluations to make sure changes are effective.	Poor worksite design leads to fatigued, frustrated, and hurting workers, which, in turn, reduces productivity. Improved ergonomics can reduce costs—nearly \$1 out of every \$3 in workers’ compensation costs are attributed to musculoskeletal disorders (MSDs). Awareness and education of proper ergonomic practices for you and your employees may improve comfort and productivity and positively impact employee health and well-being.	Provide a copy of completed Ergonomic Checklist	2	2	2	Completed

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Physical Environment	2. Ensure that at least 25 percent of meeting rooms, workstations, and/or private office furniture provide flexibility to choose to stand or sit while working.	Height-adjustable desks give employees control over their immediate work area and the flexibility to choose when to sit or stand. Other options include work tools like height-adjustable monitor arms and sit-to-stand keyboard trays. You can also create designated stand-and-work areas throughout the office if individual workstations can't be modified. Tall meeting-room tables encourage standing and may shorten the duration of meetings. Add stools so employees have the option to sit or stand for longer meetings. Even better, add treadmill desks to work areas or conference rooms so employees can walk and work.	Mounting research shows that the hazards of sitting too much (what researchers call sedentary behavior) are associated with increased mortality. In one study, people who reported sitting more than six hours a day during their leisure time had death rates 20–40 percent higher than people who reported sitting less than three hours a day. When sitting, your calorie-burning rate immediately plunges to about one calorie/minute, which is one-third of what it would be if you were walking. A person can burn 30 percent more calories when standing instead sitting, which can contribute to weight control. In addition to these health benefits, standing meetings remind people to keep meetings short and to the point.	Provide examples and photos that demonstrate how you have incorporated the ability for employees to stand in meeting rooms, at their desks, and in other areas in the building.	4	4	4	pictures and survey results

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Physical Environment	3. Implement and support ongoing micro-breaks every hour, prompted either by software or other workplace cues.	A micro-break can be any type of movement that changes a repetitive activity, like using a computer. Encourage employees to take a quick walk to make copies or to deliver a message in person instead of sending an e-mail. Even a small change to a task, such as returning a phone call while standing, will help. Use software cues or workplace cues like posted signs to encourage micro-breaks. Avoid extended periods of continuous tasks (e.g., typing) by taking short breaks (<2 minutes). Take micro-breaks (for approximately 30–60 seconds) every ten minutes to rest the upper and lower extremities, back, neck, and eyes. Have leaders model this behavior.	Taking a micro-break (less than two minutes) isn't a break from work but a break from using the particular set of muscles that are doing most of the work. Micro-breaks can actually decrease the time it takes to complete a particular task while helping to combat fatigue and discomfort. This should have a positive effect on productivity, problem solving, and creativity. Frequent breaks can decrease the duration of a task and thus help lower exposure to an ergonomic injury risk.	Provide a description and evidence of how you implemented the prompting of micro-breaks.	2	0	0	N/A

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Physical Environment	4.Designate a space in the office where employees can downshift.	Identify a quiet space in your office that is removed from the main travel pathways and noisy areas, then designate this space for quiet time, meditation, or prayer. The space should be as relaxing as possible to help employees de-stress. Place plants in the room and use aromatherapy or soft music to enhance downshifting. If possible, choose a space with views of the outdoors, as nature has a calming effect. Make employees aware of this space and encourage them to use it.	Stress leads to chronic inflammation, which is associated with every major age-related disease. The world’s longest-lived people have routines to shed stress. Okinawans take a few moments each day to remember their ancestors, Adventists pray, Ikarians take a nap, and Sardinians do happy hour. Providing a quiet space in your office makes it easier for employees to take a short break from the hectic workday to downshift and de-stress through reflection, meditation, or prayer. Meditation has been shown to produce a wide range of mental benefits when practiced on a daily basis. Studies have shown that it can actually change how the brain processes information and manages the effects of stress, depression, and anxiety. Research shows	Provide a description and evidence of how the location(s) where employees can downshift.	3	3	3	pictures and survey results
Physical Environment	5. Adopt a policy that provides space and time for breastfeeding and/or pumping during work hours.	Adopt a policy committing your workplace to providing private space and time for breastfeeding. The policy must provide a clean, private room with a lockable door that isn’t a restroom, access to a refrigerator and sink for storing breast milk, and clear guidelines around scheduling time to pump or breastfeed.	Women who are able to continue to breastfeed after returning to work miss less work time due to baby-related illnesses and have shorter absences when they do miss work.	Provide a copy of your policy.	1	1	1	Federal law

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Physical Environment	6. Provide secure bicycle storage.	Install prominent, high-visibility, safe, secure, and accessible bike lockers, racks, or enclosures on company property for 5 percent or more of all employees.	Bike storage gives employees who commute to work via bicycle the feeling of security that their bike will be protected while they work. Installing secure on-site bike racks or lockers may motivate employees to start biking to work. It also sends the message that cycling is welcomed in the organization. Secure bicycle storage provides the greatest rate of return for a highly visible commute option, indicating a healthy employee program.	Provide evidence/pictures of bicycle storage at your facility.	2	2	2	pictures provided
Physical Environment	7. Provide showers and /or changing facilities with lockers for employees.	Provide at least one on-site shower with changing facility for the first one hundred full-time equivalent (FTE) occupants and one additional shower for every two hundred FTE occupants thereafter. Retrofitting restrooms or other areas with plumbing are usually the most cost-effective ways to add showers to the workplace. Providing basic amenities like soap, shampoo, and hair dryers will make it easier for employees to shower at work without having to bring many items from home. At a minimum, provide private, secure changing areas with amenities such as disposable wipes for a quick clean-up. Partner with a nearby fitness facility for your employees to use their shower facilities and cover some or all of the cost. In a multitenant building, consider partnering with other tenants to approach the landlord to add showers	Easy access to showers and changing facilities encourages physical activity during the workday. With ever-increasing demands on time, exercise is often the first thing to be scheduled out of the day. Making it convenient for employees to exercise during the workday can lead to overall health improvements that benefit your organization. If your organization is planning for sustainability certification such as LEED (Leadership in Energy & Environmental Design), showers/ changing rooms will be an important part of supporting work toward the Physical Activity Innovation Credit.	Provide pictures of showers and changing facilities, number of showers, and number of employees.	3	3	3	pictures provided

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Physical Environment	8. Create an employee garden.	If you are in a small space, consider a container garden or a number of potted trees and plants. Find an employee who has passion and experience gardening to lead the charge and ask for volunteers. Make sure the garden is located near a water supply to help fulfill day-today responsibilities, including planning, planting, thinning, weeding, harvesting, delivery, and fall cleanup. Identify budget for needed items (tools, seeds, plants, soil, stakes, fencing) or have departments donate or bring in items.	On-site gardens are a great way to incorporate physical activity, relieve stress, increase team building, and stimulate volunteer experience. The gardens can supply fresh herbs and vegetables for healthy cooking demonstrations, support an on-site cafeteria or an on-site farmers market, or even provide fresh produce for food-bank donations.	Provide before and after pictures of the garden. Share ways the employee garden is being used and enjoyed.	3	3	3	pictures provided

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Physical Environment	9. Offer a community supported agriculture (CSA) or farmers market at the worksite.	Conduct a survey to identify employee preference between CSAs and farmers markets. For CSAs, find a local distributor that can deliver at the worksite. Determine day, time, and frequency of the deliveries and consider what is included in CSA (meat, dairy, fruits, and vegetables), payment, and subscription length. When implementing a farmers market, determine location (a minimum of three hundred customers are needed to support a small farmers market) and day, time, and frequency; gain approval from legal counsel and/or permit; and talk with other local farmers markets to determine vendors. With both options, create a communication plan to ensure maximum participation.	Farmers markets or CSAs (Community Supported Agriculture) are becoming popular methods for worksites to increase access to healthy, fresh foods for employees. Offering farmers markets or CSAs makes it convenient for employees to easily buy healthier choices on a break or during their lunch hour. It also gives them the opportunity to purchase healthy foods that they can bring home to their families. Promoting regionally grown fresh products not only supports and boosts local growers and farmers but also allows the broader community to have access to fresh produce and other healthy foods.	Provide pictures of farmers market and/or CSA. Include communications sent to employees. Track and share participation numbers.	3	0	0	N/A

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Physical Environment	10. Establish a campus-wide tobacco-free worksite (includes e-cigarettes).	Adopt a company policy establishing a campus-wide tobacco-free worksite. Let all employees and visitors know that tobacco use is not permitted anywhere on company property. The ban should include electronic nicotine delivery devices, also known as e-cigarettes. Enforcement of the ban will likely be the biggest challenge at first, but a clear, consistent message, delivered a couple of weeks in advance of the start of enforcement allows time for adoption of new behavior. Encourage all employees (and family members) to use available tobacco-cessation tools and resources like QuitNet®.	Community smoking bans (including in workplaces) are associated with a 17 percent reduction in heart attacks, with the greatest effect seen in younger individuals and nonsmokers. A review of smoking bans at the worksite demonstrated that totally smoke-free workplaces reduced smoking prevalence by 3.8 percent and resulted in 3.1 fewer cigarettes smoked per day per continuing smoker.	Provide a copy of your tobacco-free policy.	3	3	3	Policy shared
Physical Environment	11. Create Blue Zones Project parking spaces farthest away from the workplace entrance(s).	Identify a handful of appropriate parking spaces and label each as a “Blue Zones Project® Parking Space.” The Blue Zones Project team can direct you to sample signage.	Even moderate daily physical activity, including walking, can reduce the risk of developing coronary heart disease, hypertension, and diabetes. Every little bit of activity adds up. Creating Blue Zones Project parking spaces that are located farthest away from the workplace entrance reminds employees that parking farther away is one way to easily add more physical activity to their day.	Provide a picture of the parking space(s) and signage.	1	1	1	signs shared

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Physical Environment	12. Provide walking or biking workstations.	Create a policy that supports walking or biking workstations. Work with your Blue Zones Project representative to identify a vendor that offers walking or biking workstations. Incorporate the workstations with a communication plan to your employees and make sure to have senior leadership utilize the workstations to show leadership support. Have a schedule to sign up for hour-long blocks of time on the workstations.	Many studies have proven the dangers of sitting too much. Sitting for too long negatively impacts our body's metabolic system and increases the risk of developing chronic diseases—like diabetes or cardiovascular disease—related to sedentary behavior. Evidence shows that walking enhances reasoning and problem-solving ability. Standing burns calories, tones muscles, improves posture, increases blood flow, and speeds up metabolism.	Provide pictures of the walking or biking workstation(s).	4	0	0	Please provide more information. This appears to be a treadmill, pushed up against a wall. Can it also be used as a workstation?
Physical Environment	13. Create a policy that ensures at least 50 percent of food and beverage options offered in vending machines meet the Blue Zones Food Guidelines.	Work with your vendors to offer healthier items in vending machines. Healthy items should meet the Blue Zones Food Guidelines (Individuals) and be clearly labeled so that they are easy to identify. There are many companies that specialize in healthy vending that, at no additional cost to your company, offer a variety of healthy options, including organic, low-calorie snacks. Bonus Option: You can earn up to three bonus points by reaching 100 percent.	Providing access to healthy foods at the worksite is an important step toward creating a culture that supports well-being. Many people consume at least one meal, as well as beverages, while at work. Encouraging smart food choices at work creates a bias toward healthy eating and helps build barriers against unhealthy eating practices.	Provide a copy of the policy. Include a picture and list of vending machine(s) items.	3	0	0	N/A

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Physical Environment	14. Create a policy that ensures at least 50 percent of food and beverage options offered in the worksite meet the Blue Zones Food Guidelines (includes cafeteria, catering, etc.).	Establish a policy committing your workplace to serving only foods and beverages that meet the Blue Zones Food Guidelines (Individuals) at all meetings and special events. Work with your food vendor or catering company to ensure compliance with the guidelines. Encourage employees to distribute only healthy foods in gathering places like the reception area, kitchen, and break room. Bonus Option: You can earn up to three bonus points by reaching 100 percent.	Policies promoting access to healthy foods at work are important basic steps to creating a culture that supports well-being. Many people consume food and beverages during catered meetings or special events at work. Only offering healthy options at such worksite events reinforces healthy eating behaviors and eliminates the temptation to consume calorically dense foods and beverages with little nutritional value, such as cookies, pastries, and soda.	Provide a copy of the policy. Include a picture and list of food options offered.	3	3	3	Healthy food options in policy
Physical Environment	15. Provide opportunities for employees to wear casual or workout wear at work.	Create a policy that allows employees to wear casual or workout clothing at work and shows examples of appropriate and inappropriate wear. You may want to create themes for days of the week (e.g., Workout Wednesdays, Fitness Fridays), or go all-in and allow workout wear every day. Ensure your senior leadership dresses in casual clothing from time to time as well.	Allowing employees to wear casual or workout clothes at work will provide additional incentive to move naturally throughout the day, including taking the stairs, walking during meetings, or hitting the gym before or after work. Employees will be more comfortable, which may lead to higher productivity.	Provide evidence that you have incorporated casual or workout wear as optional for your employees.	1	1	0	Policy states business casual, and although it has the word "casual," the policy continues on to describe this as dress shirt, tie, sports coat, dress, skirt... etc.

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Benefits/ Well-Being Offerings	1. Offer benefits designed to promote prevention (e.g., flu shots, immunizations, and preventive screenings that are 100 percent covered).	Providers can offer flu shots and immunizations on-site at a low cost. If not available onsite, encourage employees to visit local clinics for an annual flu shot. Ensure that your medical plan covers preventive care at no or very low cost to encourage employees to take charge of their health. Preventive care should include annual flu shots, immunizations, and screenings (based on age and gender).	Prevention efforts help employees maintain proper health and productivity and ward off illness by encouraging employees to take small, preventive actions to maintain good health.	Provide a description of preventative benefits.	2	2	2	100% covered
Benefits/ Well-Being Offerings	2. Allow flexible work schedules for employees.	Review policies to determine the feasibility of this in your work environment and, if possible, encourage flexible time to allow employees to take part in healthy activities (e.g., time with their children for school activities, time to exercise, etc.).	Opportunities to participate in well-being activities during work hour, as appropriate for your worksite, demonstrates a commitment to and support for these activities.	Provide a copy of your policy supporting flexible work schedules.	4	4	4	Flex schedule

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Benefits/ Well-Being Offerings	3. Offer a paid-time-off policy that encourages and supports employees to take time off.	Review your company's policy for vacation and sick days. Consolidate separate sick/ vacation/personal time allocations into a paid-time-off bank. Communicate changes to all employees.	Making paid time off available to employees, regardless of the reason for using it, creates a positive work environment where employees are better positioned to de-stress and get away. Employees who have PTO report feeling empowered because they don't have to justify each day off. Not only can a PTO policy help mitigate employee burnout, it can also be a benefit in recruiting efforts.	Provide a copy of your PTO policy.	3	3	0	In policy it appears that there is separate banks for sick leave, vacation leave, etc. This pledge item is looking for all time off to be consolidated into one paid time off bank.
Benefits/ Well-Being Offerings	4. Provide on-site/available biometric screening for employees.	Check with your health-plan provider to see if they offer this service at low or no cost annually. If it is not available, you may want to partner with a local provider to offer as part of a health fair.	Offering biometric screenings (blood pressure, body mass index, glucose, cholesterol, etc.) in a convenient manner tends to increase participation. This is a good way to educate your employees about their health risks and, if needed, how to improve their health.	Provide evidence that you conducted biometric screenings for your employees. Include name of vendor, date(s) of screenings, and participation numbers.	2	2	0	Included is information about a wellness fair and flu shot clinic, it does not appear to offer biometric screening. Biometric Screening includes a blood draw- glucose, cholesterol, etc.

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Benefits/ Well-Being Offerings	5. Offer Employee Assistance Programs (EAP).	Check with your health-plan provider to see if they offer an EAP. If not, EAP services can be purchased for a nominal monthly fee based on your company's size. Promote these resources internally through newsletters, emails, or lunch-and-learns. For a bonus point, offer an EAP on financial education/planning assistance. For another bonus point, offer an EAP on stress/ depression management. Check with your local health-and-wellness partners to determine what programs are available on-site, online, or by phone to assist employees and family members in managing stress.	EAP programs can positively impact an employee's health and well-being. EAPs offer resources for childcare and elder care, among other services. Financial planning can help address a primary area of stress and concern for many employees—managing a budget, planning for a child's education, buying a house or making other large purchases, and/or saving for retirement. Stress is a significant barrier to optimal well-being, and access to stress-management resources is vital for employees.	Provide evidence that you offer EAP programs to your employees by providing name of vendor and description of each EAP program.	2	2	2	Deer Oaks EAP
Benefits/ Well-Being Offerings	6. Offer a 24/7 nurse line and/or decision-support service.	Check with your health-plan provider to determine what employee tools are available on their website. Promote these resources to your employees.	Medical decision tools are important resources that support medical consumerism and empower employees to make sound health-care decisions.	Provide evidence that you offer 24/7 nurse line and decision-support to your employees.	1	1	1	Offered through EAP

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Benefits/ Well-Being Offerings	7. Offer weight-management and/or nutrition coaching.	Check with your local health-and-wellness partners to determine which programs are available on-site, online, or by phone to assist employees and family members in managing their weight. Offer programs that encourage employees to eat wisely in regards to portion sizes, calories, and sodium intake. For a bonus point, offer weight-management programs or subsidies. Research and post local options for weight-management programs (for instance, through the YMCA, local health and fitness centers, or other commercial resources like Weight Watchers).	Proper weight management is a concern for a majority of individuals. Program resources to address this area are key to any well-being initiative. Nutrition is a key factor in weight management, as is cholesterol, blood pressure, and some chronic conditions. Given the need for weight-management resources and the difficulty many employees have with reaching and maintaining proper weight, providing multiple resources is important for engagement and sustainable success.	Provide evidence that you offer weight-management and/or nutrition coaching to your employees. Include vendor name and participation numbers.	2	2	2	Regence

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Benefits/ Well-Being Offerings	8. Offer tobacco-cessation coaching and Nicotine Replacement Therapy (NRT).	Refer your employees and their families to use QuitNet®—a free and confidential tool offered as part of Blue Zones Project. You can also cover effective tobacco treatments as part of the basic medical/Rx plan. This includes coverage of nicotine replacement therapy (gum, inhaler, lozenge, nasal spray, and patch); bupropion SR (brand name Zyban®); Varenicline (brand name Chantix®); and counseling. You can also remove barriers to tobacco-cessation treatment (co-pays, utilization restrictions).	Evidence suggests that insurance coverage for tobacco-cessation treatments leads to reduced tobacco use. Thus, the Public Health Service recommends all insurers offer comprehensive coverage for effective tobacco-dependence treatments, including medication and counseling.	Provide evidence that you offer tobacco-cessation coaching and NRT to your employees. Include vendor name and participation numbers.	3	3	3	Quit for Life
Benefits/ Well-Being Offerings	9. Offer chronic-condition management with coaching.	Chronic conditions (long-term health conditions) need to be managed appropriately. Ensure that employees who have chronic conditions have the resources and tools available to self-manage their conditions in order to maximize their health and productivity.	These conditions can have a significant impact on well-being. Resources that aid in their management are important for employees.	Provide evidence that you offer chronic-condition management with coaching to your employees. Include vendor name and participation numbers.	2	2	2	Regence

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Benefits/ Well-Being Offerings	10. Offer financial well-being tools.	Identify a vendor that has financial well-being tools you can adopt for your employees. A financial vendor will be able to support education, seminars, and guest speakers. Other ways to support financial well-being include having a default 401k entry, 401 matching (average is 6 percent), and employee discounts, etc.	Financial worries are a concern many people share—nearly a quarter of the American workforce report high levels of stress in this area. Ignoring the importance of financial well-being can have a serious negative impact, as it's one of the five key elements of well-being and of one the most important—and often overlooked— determinants of overall health and productivity.	Provide evidence of financial well-being tools given to your employees, including the accompanying communications.	2	2	2	EAP
Benefits/ Well-Being Offerings	11. Provide self-monitoring equipment (examples include blood pressure, glucose testing, etc.).	Identify a budget to support the purchase of self-monitoring equipment and identify a key location to house the new self-monitoring equipment. The location should be a welcoming, low stress, quiet room or area that allows the employee to use the equipment privately.	Chronic conditions like high blood pressure can cause heart disease, stroke, kidney disease, and blindness. The purpose of the self-monitoring equipment is to identify people with high blood pressure and refer them for clinical evaluation and treatment to avoid significant healthcare costs and absenteeism. Studies suggest that weekly blood pressure self-monitoring at work is associated with improvements in lifestyle behaviors related to smoking, exercise, sodium restriction, and dieting.	Provide pictures of the self-monitoring equipment at your worksite(s) including the accompanying communications.	1	0	0	N/A

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Leadership	1. Create a pervasive brand for your health-and-well-being program.	Create an internal logo or tagline that is used continually with all well-being programs at your company. The goal is for all of your employees to connect this brand with improved wellbeing.	Consumers like to buy brands in their everyday life, and the branding of a program often leads to greater recognition of its inherent value and specific benefits. By creating and promoting an internal health-and-well-being brand, there is an opportunity to build brand loyalty with your employees (the consumer of your well-being programs).	Provide evidence of how you built and utilize your well-being brand.	2	2	2	Logo
Leadership	2. Organize or promote a workshop that supports leaders in connecting with their personal wellbeing and influencing a well-being culture in the organization.	There are many workshops, programs, or seminars leaders can attend to understand the relevance and importance of creating an environment and culture of well-being. Leaders of all levels should have the opportunity, but the recommendation is that at least 10 percent of leaders complete a program. An example is an online Leading Well-Being course offered by Healthways. Get in touch with your Blue Zones Project contact for more details.	Leadership is a core component in the framework of creating an environment and culture of well-being. The connection between leadership, well-being, and engagement is strong, and our own personal well-being impacts our ability to lead effectively every day. It is becoming increasingly clear that we, as leaders, have a profound influence on the well-being and engagement of those around us.	Provide a description of the program or workshop that leaders attended and how many leaders attended.	3	3	3	Planning workshops

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Leadership	3.Communicate updates on Blue Zones Project participation levels, positive experiences and outcomes, testimonials, and aggregate company well-being metrics to all employees on a consistent basis.	Share your company scorecard (for those important metrics you want to track) or employee success stories in company newsletters or during company meetings.	Everyone loves a success story. Sharing these stories motivates employees to take action to begin and/or continue healthy behaviors.	Provide the communication(s) accompanying well-being metrics, participation, and success stories.	3	3	3	Through monthly wellness newsletter
Social Network	1. Offer workplace mentoring.	When developing a mentoring program, consider: employee eligibility, program coordinator role and responsibilities, marketing/communication, mentor criteria, how mentor/ mentees are matched, the training involved, program evaluation, and recognition opportunities.	It's important for employers to engage employees intellectually and emotionally. Mentoring helps employees identify as a vital part of the organization while creating a heightened level of ownership. Not only does mentoring improve employee engagement and retention, it also helps the company's bottom line. Opportunities for learning and development are a top driver of engagement. The collaborative nature of mentoring develops individuals and interpersonal links between them. Corporate mentoring also enables career development and leadership development.	Provide description of the mentoring program, including communications and participation numbers.	2	2	2	mentorship program

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Social Network	2. Implement onsite activities and/or social gatherings.	Survey employees to see which type of onsite activities or social gatherings they would be most interested in and at what frequency. Once there is an understanding of what employees want to participate in, set up a calendar of events. Communicate and promote these activities to maximize participation. Onsite activity examples include hosting intramural sports, gardening, and book clubs. Social gathering examples include dinners, retreats, and Wine @ Five.	Having a work environment that builds teamwork and collaboration starts with having healthy relationships among co-workers. Friendly relationships among co-workers create a sense of belonging and improve morale, which leads to higher employee retention and job satisfaction. It also encourages sharing of knowledge and innovation, and enhances individual and organizational productivity. These factors make your organization a desirable place to work. Arranging formal or informal social activities is undoubtedly the most effective way to bring employees from various departments together to interact, have fun, and connect.	Provide description of onsite activities or social gatherings offered. Include a calendar of events of activities and pictures of those in attendance. Activities should be offered at least quarterly. Track and share participation numbers.	3	3	3	shared social events

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Social Network	3. Organize employee social gatherings that encourage families and friends to participate, such as a family fun event.	Choose what type(s) of events work best for your work culture. Ideas include bowling, picnics, outdoor movies and bonfires, game centers, ice skating, sporting events, hay rides, or charitable work, etc. Set up a calendar of events, and make at least one an annual event. Communicate and promote these activities to maximize participation.	Planning social gatherings for your employees and their families outside of work is one of the best ways to encourage a healthy work environment where teamwork thrives and employees feel valued and connected. These events bring family and friends together to build more meaningful relationships. The better your employees know one another, the more productive they will be in the workplace. Social events convey a sense of family, a connectedness that can cement the bond your employees have with the organization. A few successful social events can make a big difference in your ability to retain quality employees for years to come.	Provide description of social gathering(s); include calendar of events and pictures of those in attendance. Track and share participation numbers.	3	0	0	N/A

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Social Network	4. Implement and support an employee-led well-being advisory committee (meets regularly at least four times a year).	Identify key influencers and volunteers who are passionate about well-being, and ask them to join a committee to create a plan to build a culture of well-being at your organization. Set expectations around the time commitment, and ensure that the ambassadors have their manager's approval to spend time on this activity. Recommend that committees meet at least quarterly to ensure wellness initiatives are met.	Involving employees and leaders in developing and implementing well-being initiatives is a good way to ensure high levels of participation and engagement across the organization. With representation from all departments, a wellness advisory committee acts as a sounding board for the wellness program coordinator and provides diverse feedback on wellness objectives and initiatives. This feedback could include the ways employees prefer to receive information, what types of incentives will be successful, and wellness topics of interest. Having the right representation means that the program will stay fresh and always reflective of employees' wants and needs.	Provide a copy of agenda and minutes from one or more meetings. Share key outcomes that result from committee.	3	3	3	Meeting Minutes

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Social Network	5. Develop and implement a Blue Zones Project engagement plan with a marketing/communication strategy.	Work with various stakeholders at your company (internal communications, benefits, and wellness) to establish a thorough engagement plan that moves your company toward your engagement goals (participation or outcomes).	Engagement represents the degree to which individuals actively participate in relevant learning, attitude shift, and behavior change, which ultimately results in improved health and well-being. Engagement happens when an individual becomes aware of the need to do something different and then makes a commitment to take action that results in a new habit or activity. Creating an engagement plan is essential to supporting employees as they become committed to making well-being improvements. By being clear and consistent in your engagement objectives, the strategy can be properly formulated and metrics can be defined to measure progress. Research shows wellness programs are often poorly understood: 57 percent of employers believe their employees have a good	Provide copy of engagement plan and marketing/communication strategy. Include pictures of marketing/communication initiatives that have been implemented.	3	3	3	Shared plan

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Social Network	6. Provide communication opportunities for employees to connect and share information with each other.	Work with your communication or marketing team to strategize and implement various internal social networks that employees can use to connect and share ideas. Examples include Yammer, company blogs, Facebook, LinkedIn, etc. Set guidelines on how these channels are to be used and train all employees on them. Communicate and promote these channels to all employees.	Worksites have started creating internal social networks that allow employees to connect to ask work-related questions, help each other, or just talk about their life and interests. These channels are vital to the employees because they boost morale and the feeling of connectedness with co-workers and leaders. Worksites that offer internal social networks have almost 5 percent more employees who feel connected than worksites that don't offer such networks.	Provide description of internal social networks implemented and communication plan.	2	2	2	wellness portal

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Purpose	1. Offer ongoing opportunities for all employees to complete a personality assessment, such as Myers-Briggs, Ntrinsx Coaching Colors, StrengthsFinder, etc.	Access to personality assessments can be found in books and on the internet. Worksites can provide personality assessments during the hiring process to determine the right fit. These assessments should be completed at least annually for ongoing individual and team-building growth. Share results within teams as well as aggregated company-wide.	A personality assessment can provide an employee insight into his or her work preferences and issues that may be interfering with his or her productivity and enjoyment of work. Armed with this information, employees can approach their work in a manner that best suits them, improving their time-management, problem-solving, decision-making, and stress-management skills. Knowledge of personality type can also help employees align with the workplace culture, collaborate more effectively on teams, and better cope with change in the workplace. Sharing aggregate results within teams and even company-wide can improve communication between management and employees.	Provide copy of the communication to employees offering the personality assessment and copy of the personality assessment offered. Describe how the assessment is being utilized and indicate the total number of employees in the organization who completed it.	3	0	0	N/A
Purpose	2. Prominently display the organization's vision, mission, and values in a public place, include it in the employee handbook, and communicate it to employees at least once a year.	Use multiple mediums including, but not limited to, print (signs throughout building), web, team, company-wide, and department meetings, and company handbooks to communicate the company's vision, mission, and values, and how they impact all employees at the company. Worksites can implement this into their ongoing communication plans.	Having employees aligned to the organization's mission can be a strong driver of organizational performance. Aligning the mission, vision, and values helps drive a sense of belonging, engagement, and commitment, and brings clarity for the employees. In one study, 53 percent of employees responded that they were motivated to stay in their current jobs primarily because of their organization's mission.	Provide picture and description.	2	2	2	Prominately displayed

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Purpose	3. Provide opportunities for employees to connect and give to charitable institutions.	Determine which charity (charities) the worksite aligns with well. Review finances to determine how much you want to give and if you want to match employee giving. From there, develop an annual giving campaign where you will communicate and market to employees which charities your worksite is supporting and why.	Workplace giving activities help employees make sense of their place within the organization in a positive manner and reinforces the idea that they are part of a larger, altruistic movement based on values, social justice, and giving. These feelings help employees see their company in a positive light, and it strengthens their commitment to the organization and increases feelings of company pride and loyalty. This can help build employee engagement, which can lead to increased productivity.	Provide description of charities chosen, pictures of annual giving campaign, and how much was donated.	3	3	3	Family Caring project and more
Purpose	4. Offer ongoing onsite developmental workshops, seminars and/or lunch-and-learns to all employees.	Determine the level of interest for specific topics and best days and times for attendance. Topics can include stress management, healthy eating, financial management, professional development, and intellectual topics of interest. Utilize existing resources like your health plan, Employee Assistance Plan, or other vendor partners to host these events. These events should be held at least quarterly.	Offering ongoing development workshops, seminars, or lunch-and-learns builds the worksite community, fosters learning and growth, and make social connections. Activities such as these show employees the investment a worksite has in their growth and development. It not only helps make the worksite more attractive to new hires, but also increase retention.	Provide a description of the program or workshop leaders attended and how many leaders attended.	2	2	2	brown bag lunch and learns and book clubs

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Purpose	5. Create a tuition-reimbursement and/or professional-training-and-development policy.	Tuition reimbursement includes any degree-related programs that are job-applicable, while professional training and development programs encompass certifications, seminars, and conferences. Determine criteria for employees to use each benefit. Things to consider when creating these policies include employee eligibility, length of service, degree sought, minimum employment before and after work, grade minimum, etc. Determine the amount for the tuition and/or professional training allowances given. Average tuition reimbursement allowances are \$3,000 per employee per calendar year. Average professional development allowances are \$1,000 per employee per calendar year. Communicate this policy during new-hire training and ongoing (at least once a year).	Providing employees the opportunity to update their knowledge, skills, and abilities should be a top priority for any worksite. Worksites can make a big difference in employees' lives and the bottom line by investing in the education of the workforce. Not only does ongoing education promote higher retention rates and an edified workforce, it also can be used as a recruiting tool.	Provide copy of the tuition reimbursement and/or professional training and development policy. Include any communications that accompany the policies.	3	3	3	professional training and development paid for

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Work Community	1. Create a global-service-day policy.	Depending on company size, culture, and program goals, there are a number of ways to structure a global service day. Provide a survey to gauge employee interest and give options for service organizations that work best with your site. Things to consider are: date of service, time, length, attendees, if it's organized locally, nationally, or globally, and if it's coordinated with national holidays or other recognized events. Track participation by having participants sign up and sign in for the event.	A global service day is a set day and time when employees are encouraged to participate as volunteers for a non-profit organization, community program, or company event. Many organizations offer high-profile, time-limited, and usually company-wide events where large groups of employees volunteer together. Organizations that offer and promote global service days provide opportunities for employees to build new partnerships and engage in the community.	Provide copy of policy, date of service event, communications to employees, description of the event, and participation numbers.	3	0	0	N/A

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Work Community	2. Adopt a policy and/or program that supports employee volunteer activities.	Determine what type of policy works best for your organization to promote volunteerism. Identify opportunities where your organization can support a local charity and promote these in a manner that makes sense for your worksite. Things to consider when developing a volunteer policy include employee eligibility, volunteer time, and schedule. Communicate this policy at least annually.	Creating the sense that your organization and community are working together for a common goal is good for your employees' well-being and, therefore, your business. People who volunteer have lower mortality rates, are less likely to be depressed, have increased life satisfaction and psychological well-being, and report a higher sense of purpose. They also report being happier, perhaps because they focus on helping others. Companies that support volunteering experience lower turnover and strengthened company and employee relationships, and help employees develop new skill sets.	Provide copy of policy and/or program and communication to employees.	3	3	3	opportunities offered to employees

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Work Community	3. Provide ongoing corporate citizenship or corporate social responsibility programs and opportunities for employees to connect to their community.	The approach to corporate citizenship varies from company to company. Deciding which activities and programs your organization wants to support is the first step. You can include employees by offering a survey. You'll need to determine budget, time dedicated, and when to implement the identified activities. Examples of activities include hosting an onsite blood donation or participating in charitable races. Lastly, make sure to communicate with stakeholders and employees.	Corporate citizenship is about how an organization interacts in society. It encompasses activities related to community involvement, philanthropy, environment, and governance issues. Companies that embrace it seek to strengthen their relationship with the community and build sustainable strategies for addressing issues and supporting worthy causes. Research shows that the extent to which organizations are helping and supporting their communities and the world does matter to employees. Worksites that offer corporate citizenship programs do benefit from significantly more engaged employees. Also, the more committed an organization is to the scope of its corporate-citizenship programming and the more employees can participate, the	Provide a copy and description of corporate citizen programs and activities or calendar of events and a copy of the communication to employees. Track and share participation numbers.	3	3	3	through sheriffs department primarily

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Work Community	4. Contact at least 50 percent of independently or locally owned restaurants within three miles of the worksite and encourage them to take the Blue Zones Project Restaurant Pledge.	Identify all independently or locally owned restaurants within a three-mile radius of the worksite where employees like to go to for lunch or dinner. Working with your Blue Zones Project contact, reach out to the owners of those restaurants and encourage them to achieve status as a Blue Zones Project Approved Restaurant. As these restaurants become Blue Zones Project Approved, promote them to employees through multiple communication channels (such as email, flyers, etc.). In the communications, share the healthy, Blue Zones-inspired menu options and which of these restaurants can cater worksite events. To earn points, at least one contacted restaurant must become Blue Zones Project Approved.	The typical adult eats restaurant food an average of 5.8 times per week. Eating out regularly increases health risk factors such as obesity, high blood pressure, and diabetes. Employers have the opportunity to encourage their employees to access healthier options once they leave the worksite and to also influence and support the community's access as a whole. Restaurants that to implement the Blue Zones Project Restaurant Pledge will create ways for customers to eat fewer and healthier calories, which will have a positive impact on employees who eat at these locations. This pledge was designed in collaboration with Dr. Brian Wansink, Director of the Cornell University Food and Brand Lab.	Provide copy of engagement communication to restaurant owners, list of implemented Blue Zones Project Approved Restaurants, and communication to employees of Blue Zones Project Approved Restaurants.	3	0	0	N/A

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Work Community	5. Offer walking routes with signage and maps to help people find safe places to walk, and provide information on accessibility for those with mobility or other limitations. Include number of steps/distance markers of each route.	Identify indoor and outdoor spaces that can be designated as walking paths, and use a pedometer to calculate the average number of steps it takes to complete each route. For indoors, be creative and include stairwells and other “off-the-beaten-path” areas within a building. For outdoors, find areas around the worksite that are safe, have sidewalks, and are away from major traffic. Promote these walking routes in employee communications and around the worksite to maximize participation. Also, encourage managers to lead by example, taking brief walking breaks and conducting meetings while walking. Provide pedometers to your employees along with contests and incentives to encourage walking.	Walking is an inexpensive and effective way to promote better well-being within the worksite. Studies show that employees who are physically active take 27 percent fewer sick days and that work performance can be improved by between 4–15 percent and turnover reduced by 8–13 percent. By making walking routes readily available and encouraging employees to be active throughout the workday, worksites can expect to have a more productive and engaged workforce.	Provide a copy of distributed walking route documents and/or picture of signage. If tracking participation, provide numbers.	2	2	2	picture of maps

Category	Action	How	Why	Verification of Criteria Met	Possible Points	Stated Points	Actual Points	Reviewer Comments
Work Community	6. Create an incentive plan or implement a commuter benefits program that encourages employees to commute to work via walking, biking, carpooling, or public transit.	The first step in implementing a commuter benefit program or incentive plan is determining if the program will be managed internally or externally with a vendor partner. Provide a commuter survey to gauge employee interest and learn commuter patterns to find which options will work best with your site. Establish a base rate to learn your current drive-alone percentages, and an auto trip rate, which is the number of commute vehicles arriving at a worksite divided by the number of employees that report to the worksite.	Transportation costs, traffic congestion, and other aspects of commuting impact the well-being of your workforce and affect your business in ways you may not realize. Some of these translate into direct, hard costs while others are less tangible. Offering commuter programs and incentive plans has proven to be valuable not only for the employer, but also for employees. Benefits range from recruitment and retention, decreased absenteeism, increased productivity, and overall morale. Not only can employers benefit from tax incentives, but they can also receive recognition as a community leader. Employees who participate are more productive, have less stress, and have reduced commuter costs. Often, free parking induces drive-alone trips, reduces available land for expansion, and rewards unhealthy lifestyles.	Provide copy of commuter benefits program, including measurable goals, strategic plan, and/or incentive plan. Provide a copy of the communication to employees. Track and share participation numbers.	4	0	0	N/A
Propose New Pledge Action #1	Healthy Snacks at meetings				2	2	0	Received credit for this on Pledge item: Physical Environment #14
Propose New Pledge Action #2	New Gym				2	2	0	Was this newly initiated because of work with Blue Zones Project?
Propose New Pledge Action #3								
					117	92	82	TOTALS

BLUE ZONES™ LICENSE AGREEMENT

Thank you for participating in Blue Zones Project® and for completing the Blue Zones Project® Pledge and Assessment. Congratulations on successfully completing the first step in becoming a Blue Zones® organization. You may now identify yourself as a participating BLUE ZONES® organization and may use the BLUE ZONES® trademark and logo according to the Project guidelines, provided you agree to all of the following terms. Please review and sign (electronically/click thru) acknowledging your acceptance of and agreement to these terms.

Your participation as a Blue Zones Project Approved™ organization will help your community towards becoming a Blue Zones Community®. Congratulations again!

The Blue Zones Project Team

TERMS

Background

Blue Zones, LLC owns the trademark BLUE ZONES® and several registrations and applications that incorporate the mark. As part of Blue Zones Project®, you have demonstrated your commitment to healthier living and improved well-being by becoming certified under Blue Zones Project® criteria. As part of the benefits of the Project, you may now use the BLUE ZONES® mark in connection with your business or organization under the following terms:

License

You may use the BLUE ZONES® trademark as long as you continue to maintain and comply with all of the requirements of Blue Zones Project® and adhere to all [brand style and usage guidelines](#) established for use of the BLUE ZONES® trademark. This grant and permission is limited to you and may not be assigned or sublicensed by you to any other individual, business or organization. This license will continue as long as you continue to comply with these terms and uphold the Blue Zones Project® Pledge.

Style and Use, Quality Control

You agree to use the BLUE ZONES® trademark only in accordance with the [brand style and usage guidelines](#) established for use of the BLUE ZONES® trademark, as such may be modified from time to time. At least annually, and at more frequent intervals if requested as part of the Project, you must submit to us examples of how you are using the BLUE ZONES® mark (online, store signs or displays, promotional material, etc.).

Ownership and Reservation of Rights

You acknowledge Blue Zones, LLC's full and exclusive right in the BLUE ZONES® trademark and the intellectual property related to Blue Zones Project®, and all other work of Blue Zones, LLC. No right or license is granted to you for any use of the BLUE ZONES® trademark or any other trademark, trade name, copyright, or other intellectual property right of Blue Zones, LLC other than what is granted herein. You agree not to use the BLUE ZONES® trademark in any manner not specifically authorized by this Agreement and not contest or interfere with Blue Zones, LLC's exclusive ownership of the mark or other intellectual property rights. This obligation shall survive any termination of this Agreement. The license granted in this Agreement may be revoked by Blue Zones, LLC at any time for any reason on thirty days advance notice to you, and you agree to cease all use of the BLUE ZONES® upon such notice. All use of the BLUE ZONES® trademark shall inure to the benefit of Blue Zones, LLC.

Representations and Warranties

You represent and warrant that you have the right and power to enter into and perform this Agreement and have in honesty and good faith made and completed the Blue Zones Project® Pledge and Assessment. You represent and warrant that any materials you use or services you offer in connection with Blue Zones Project®, or that otherwise utilize the BLUE ZONES® trademark, comply with all applicable law, and do and will not constitute an infringement on the rights of any other. You agree to defend, indemnify and hold Blue Zones, LLC and its affiliates harmless from any and all claims, causes, and actions (including reasonable attorneys' fees) arising directly or indirectly from any such infringement or failure to comply, to the extent such claims, causes, or actions are not based on the use of the BLUE ZONES® trademark.

Misuse of Trademark

If you become aware of any infringement by third parties of any right licensed under this Agreement or any other use of the BLUE ZONES® trademark or intellectual property, you agree to promptly notify us in writing of that infringement or use, and if requested, assist us in dealing with that infringement or use.

General Terms

This Agreement shall be deemed entered into in the State of Minnesota and shall be construed and governed solely by the laws of that state. The parties to this Agreement shall restrict themselves exclusively to the jurisdiction of the courts within the State of Minnesota for any controversy between them and arising out of this Agreement. No amendment or modification of this Agreement shall be valid or binding unless the same shall be made in writing and signed on behalf of each party by their respective proper officers duly authorized to do so. The headings of this Agreement are inserted for convenience only and shall not be construed as limiting in any manner. The failure to enforce any of the terms and conditions of this Agreement by either of the parties to this Agreement shall not be deemed a waiver of any other right or privilege under this Agreement or a waiver of the right to thereafter claim damages for any deficiencies resulting from any misrepresentation, breach of warranty, or nonfulfillment of any obligation of any other party to this Agreement. To be a waiver of any term or condition of this Agreement, the waiver must be in writing and signed by the party making the waiver. In any action brought by a party to this Agreement under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses of suit. The parties acknowledge and agree that they are dealing with each other hereunder as independent contractors. Nothing contained in the Agreement shall be interpreted as constituting either party the joint venture or partner of the other party or as conferring upon either party the power of authority to bind the other party in any transaction with third parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Electronic, facsimile and scanned copies shall be deemed originals for all purposes.

Name

Signature

Date



MEMORANDUM

SUBJECT: Blue Zones™ Licensing Agreement Motion

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 07.06.2018

BLUE ZONES MOTION: I move to approve the Blue Zones™ Licensing Agreement.



AGENDA ITEM

Library Service District Meeting

[LIBRARY SERVICE DISTRICT PACKET](#)

TO: County Courts and Commissions of Hood River, Gilliam, Sherman and Wasco Counties

FROM: NORCOR Community Resources Coalition
c/o Teresa Hepker, PO Box 983, The Dalles, OR 97058 • 541-965-2701

RE: NORCOR Administrator hiring process

July 6, 2018

1. The **HIRING PROCESS** for the NORCOR Administrator seems to be on a "fast track."

- (a) Administrator resignation accepted June 21
- (b) Applications due July 20
- (c) Current administrator leaving October
- (d) The short time allowed in which to solicit applications, process them, and arrange for candidates to attend the interview process may limit the pool of qualified applicants and may be subject to unforeseen delays in hiring.

2. **RECOMMENDATIONS**

- (a) Consider promoting a current staff member to serve as acting administrator until such time as a permanent administrator is selected – this would allow more time for the process.
- (b) Include members of the public in the interviewing process, and seek transparency.

3. **EXAMPLES** of community-inclusive processes for hiring a top administrator:

(a) **HOOD RIVER COUNTY** used a recruiting firm to hire their county administrator.

- i. The recruiting firm coordinated administrative tasks until a tentative offer was made to the top candidate.
- ii. Four interviewing panels were used, with 5-7 persons serving on each panel.
- iii. One panel was the County Commission. The other panels incorporated departmental employees and members of the public.
- iv. A "meet and greet" session offered interactive discussions between candidates and members of the public. Written comments were collected, tabulated and provided to the County Commission, which made the final selection.

(b) **COLUMBIA GORGE COMMUNITY COLLEGE**

- i. CGCC used a recruiting firm to assist with the search. The firm met with community members to hear about needs, concerns.
- ii. The whole search and interview process took place over eight months and yielded a field of 44 applicants.
- iii. Led by board vice chair Lee Fairchild, a 17-member search committee involving a broad mix of Gorge residents reviewed applications from across the country.
- iv. Finalist interviews required a day and a half per candidate.
- v. The process included an open forum for faculty and staff, another with members of the community. Informal interviews were conducted by the leadership team.
- vi. The board conducted formal interviews in executive session, made final selection.

Administrator JOB POSTING from NORCOR website:

For Northern Oregon Regional Corrections Facility
Located in The Dalles, Oregon
Salary \$100,000 to \$125,000

Applications must be received no later than July 20th, 2018 @ 5pm

**JOB DESCRIPTION
NORCOR ADMINISTRATOR****Mission**

Northern Oregon Regional Correctional Facility provides enhanced Public Safety through secure confinement, reformatory programs and a process of supervised community reentry.

Philosophy & Goals

NORCOR consists of trained professionals who are committed to a safe, secure and respectful organization. We are dedicated to public safety, victim's rights and the reformation of the offenders under our care. Offenders will be treated in a safe and humane manner and we will exemplify the "Core Values" of Teamwork, Integrity and Excellence.

Organization

NORCOR (Northern Oregon Regional Correctional Facility) is a Regional Adult Corrections and Juvenile Detention Facility located in The Dalles, Oregon. NORCOR set a national precedent by combining Adult Corrections, and Juvenile Detention, into a complex that serves the four counties of Wasco, Hood River, Sherman, and Gilliam. NORCOR was built in 1999 through a partnership between these counties and is administered by a board made up of County Commissioners from the four counties, with one Sheriff from one of the counties serving a one year rotating term and one non-voting member of the juvenile oversight board which also serves a one year rotational term.

NORCOR's Adult Corrections Facility provides 160 (Expandable to 212) adult beds for the Wasco, Hood River, Gilliam, and Sherman Counties. NORCOR also has contracts with Immigration and the US Marshall's Service as well as Benton County. The Adult facility employs 44 full time employees. NORCOR provides a comprehensive treatment program for both the chronically mentally ill and the general inmate population. These programs have demonstrated their efficiency in reducing recidivism and reducing the presence of the mentally ill in our facility.

NORCOR Juvenile Detention is a 32 bed facility. The facility manages four different populations of youth, both male and female ranging in age from 12-17. The populations include detention services of pre-adjudication youth from the four NORCOR counties, with additional contracts in place for Crook, Jefferson, Morrow, and Umatilla Counties in Oregon, Skamania and Klickitat Counties in Washington, and the Confederated Tribes of Warm Springs. Detention beds are also offered on an as needed basis for a number of other Central and Eastern Oregon counties. There are three programs dedicated to treatment and rehabilitation services for youth offenders. Education services are contracted through the Oregon Department of Education and locally provided by North Wasco County School District personnel. The Juvenile Facility has 16 full time employees.

Position

This position reports to the Board of Directors, the Administrator effectively plans, organizes, oversees and manages the operations, programs, and activities of NORCOR which includes both the Adult Corrections Facility and the Juvenile Detention Facility. The Administrator collaborates with the Board of Directors, Sheriff's Board, and Juvenile Oversight Board to implement the goals and objectives of the NORCOR board while maintaining an organization wide vision. The Administrator is responsible for the financial administration of NORCOR operations, including the \$8 million dollar budget.

The Administrator plans, prioritizes, assigns, and supervises the work of staff. Additionally, the Administrator performs annual performance reviews for the administrative staff to ensure accountability and consistency throughout the organization. The Administrator oversees the facilitation of staff development and training programs. The Administrator must maintain awareness of new legislation or status, techniques, and equipment used in providing services and provides recommendations on legislation or statute revisions as required.

Priorities

- Develop positive and productive relationships with the Board of Directors, Sheriff's Board and Juvenile Oversight Board. Establish trust, actively engage, and encourage collaboration that enables all parties to remain focused on a long-term vision while advancing the organizational wide strategy.

- Drive financial stability with a focus on long-term financial planning. Develop sustainable budgets, maintain fiscal accountability, and identify opportunities to generate additional revenue, while adhering to Oregon Budget Law.

- Work to understand the current organization, operations, and overall structure. Identify operational gaps and opportunities and adjust the business model as needed to meet the demands of the organization.

- Consider the proper timing, funding, and support for necessary facility updates. Identify, prioritize, and implement building maintenance and technology projects.

- Partner with the Juvenile Detention staff and the Juvenile Oversight Committee to provide juvenile detention capacity and develop programs and services to meet the needs of the youth placed in the facility.

Collaborate with the Board of Directors, Sheriff's Board, and Adult Corrections staff to identify new programs and expand existing services in the areas of mental health, chemical dependency, and inmate education to reduce recidivism.

- Develop and promote a collaborative and cross-functional internal culture that encourages accountability and supports team cohesion. Ensure effective communication, encourage transparency, and provide staff with the opportunity to contribute ideas and participate in identifying solutions that benefit the organization.

Ideal Candidate

The Board seeks a seasoned Administrator with a genuine interest in leading the unique structure of NORCOR. The ideal candidate will embrace the complexity, understand individual goals and interests of the adult and juvenile facilities, and bring them together to move forward as a larger entity with a broader vision.

The Administrator is creative and receptive to new ideas, identifying best practices in adult corrections and juvenile detention. The ideal candidate has an interest in reducing recidivism and uses evidence based practices in developing programs and services. Considered neutral and unbiased, the Administrator adheres to the highest ethical standards, including the ability

to make difficult decisions that are in the best interest of the organization. A proactive leader, the preferred candidate is flexible and adaptable and maintains a sense of humor.

A collaborative leader, the Administrator is a natural relationship developer with a proven track record of bringing people with different perspectives together in order to make decisions and move the organization forward. The successful candidate is an excellent communicator that leads by example and empowers others. Additionally, the Administrator supports staff and continues to encourage training and professional development.

Minimum Qualifications

At least **five years of experience in public administration, or public safety** with a minimum of five years leadership or management experience. Criminal justice system knowledge and experience with modern adult corrections and juvenile detention is ideal. Knowledge of best practices and programming that is evidenced based and meets industry standards for the reduction in recidivism rates and the enhancement of public safety is paramount. Specific experience in Administration, Operations, Human Resources, Risk Management and Finance with budgetary responsibility of at least \$5 million is essential. **An Associates or Bachelor's degree** from an accredited college or university in public administration, business administration, accounting, law enforcement, jail management or related field is required. Any satisfactory combination of experience, training and education may be substituted and considered.

NOTE: A previous posting for this position required higher minimum qualifications

*At least **ten years experience in public administration, public safety or public affairs** with a minimum of five years leadership or management experience...*

***A Bachelor's degree** in public administration, business administration, accounting, law enforcement, jail management or related field is required.*

NORCOR Community Resources Coalition
OUR GOALS

- * Terminate NORCOR's contract with ICE (Immigration and Customs Enforcement).
- * Educate our communities about the purposes of our jail and how it is funded—and that it is NOT appropriate for the housing of undocumented immigrants, or people in mental health crisis.
- * Assist the NORCOR Board in identifying /seeking alternative funding and developing programming that will enhance NORCOR's reputation and desirability as a corrections partner for both adults and juveniles.
- * Assist our local law enforcement agencies in taking immediate and appropriate action to meet the need for mental health beds, including crisis care and drug/alcohol detox and treatment.
- * We will build relationships with key civic leaders, elected officials, public agencies, and private funding entities in order to gain information and perspectives, share ideas, seek wisdom—and reach our goals.

Revised 7/9/18



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF SETTING A POLICY, TO BE ENFORCED THROUGH THE WASCO COUNTY SHERIFF'S OFFICE, TO PROVIDE GUIDELINES FOR THE REMOVAL OF TRESPASSING/UNAUTHORIZED INDIVIDUALS CAMPING ON COUNTY-OWNED OR OTHER PUBLIC PROPERTY

I. PURPOSE

The purpose of this policy is to provide guidelines for deputies when dealing with the removal of trespassing/unauthorized individuals camping on County-owned or other public property.

II. POLICY

It is the policy of Wasco County, enforceable by the Wasco County Sheriff's Office, to ensure the most humane treatment for removal of trespassing/unauthorized individuals camping on County-owned or other public property.

ORS 203.077 requires local governments to develop policy for the removal of camps on public property.

III. DEFINITIONS

Established Camping Site is a location where a camp structure exists on public property. Camp structures typically include tents, lean-tos, huts, or similar structures used for shelter, and/or personal belongings in quantity or nature that aid in overnight camping. Bridges, overpasses, or highway embankments do not, by themselves, constitute camp structures. This term does not include public property that is a day-use recreational area or public property that is a designated campground and/or occupied by an individual under an agreement with Wasco County.

Personal Property means an item that is reasonably recognized as belonging to a person and that has apparent utility. Items that have no apparent utility or are in an unsanitary condition may be immediately discarded upon removal of the trespassing/unauthorized person(s) from the campsite.

Unsanitary Condition is when a property is reasonably feared to harbor hazards or disease, has had its usefulness compromised by exposure to weather, and/or is so dirty that a reasonable person would consider it unusable as found.

IV. PROCEDURES

A. Posting of Notice

Sheriff's Office Deputies shall post a notice, written in English and Spanish, twenty-four (24) hours prior to removing trespassing/unauthorized individuals from an established camping site (ORS 203.079(1)a) (Refer to Attachment.) In addition, two hours prior to removing trespassing/unauthorized individuals from an established camping site, notice to vacate the premises shall be provided to persons on site who were not present at the time of the initial posting.

The 24-hour notice required shall not apply:

1. When there are grounds for a Deputy to believe that illegal activities other than camping are occurring.
2. In the event of an exceptional emergency, such as possible site contaminated by hazardous materials or when there is immediate danger to human life or safety.
3. When camping occurs on private property. Camping on private property is subject to criminal trespass. Railroad property to which the general public has no access is considered private property.
4. When camping occurs on State-owned property. The information will be referred to the Oregon State Police. Applicable State of Oregon notice and retention procedures must be followed. Contact the Oregon Department of Transportation for assistance relating to the clean-up and posting of State-owned property (local telephone 541-388-6180). Reference material can be found under OAR 734-035-0010, 734-035-0020, 734-035-0030, 734-035-0040.

B. Notification to Social Service Agencies

At the time of posting, Deputies shall inform local social service agencies of the location of the posting and any relative information regarding the occupants of the camp. ORS 203.079(1)b

To assess the need for social service assistance in arranging shelter and other assistance, local social service agencies may arrange for outreach workers to visit the camping site where a notice has been posted.

If possible, social service agency officials and outreach workers may be contacted to assist with the notice and removal event.

Weapons, drug paraphernalia and items that appear to be either stolen or evidence of a crime shall be given to Deputies regardless of their condition.

C. Unclaimed Property ORS 203.079(1)d

All unclaimed personal property shall be given to law enforcement officials whether 24-hour notice is required or not. The property shall be stored for a minimum of 30 days during which it will be reasonably available to any individual claiming ownership.

Any personal property that remains unclaimed for 30 days may be disposed of. For purposes of this paragraph, "personal property" means any item that is reasonably recognizable as belonging to a person and that has apparent utility.

Items that have no apparent utility or are in an unsanitary condition may be immediately discarded upon removal of the trespassing/unauthorized individuals from the camping site. Weapons, drug paraphernalia and items that appear to be either stolen or evidence of a crime shall be given to law enforcement officials

Any unclaimed personal property shall be given to Deputies. The property shall be stored for a minimum of thirty (30) days, during which it will be reasonably available to any individual claiming ownership.

Items that have no apparent utility or are in an unsanitary condition may be immediately discarded upon removal of the trespassing/unauthorized person(s) from the camping site.

Any personal property that remains unclaimed for thirty (30) days may be discarded.

D. Citations for Unlawful Camping ORS 203.079(3)

A person authorized to issue a citation for unlawful camping under state law, administrative rule or city or county ordinance may not issue the citation if the citation would be issued:

1. Within 200 feet of the notice described in this section and
2. Within two hours before or after the notice was posted. DATED this 6th day of September, 2017.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Rod L. Runyon, County Commissioner

WASCO COUNTY SHERIFF'S OFFICE

TRESPASSING NOTICE

Notificacion De Entrada Ilegal

This area is public property

Esta area es propiedad publica

Pursuant to ORS 164.245

De Acuerdo a ORS 164.245

**Trespassing in this area is prohibited; all persons must leave and remove
all personal property**

By: _____
(Date/Hour)

La entrada en esta area es prohibida; toda las personas se tienen que retirar y
lleuarse sus bienes o propiedades.

Fecha y Hora: _____

Failure to do so may result in ARREST.

Incumplimiento puede resultar en arresto.

Issuing Deputy: _____

Date/Time of Notice: _____

Wasco County Sheriff's Office

511 Washington Street #102

The Dalles, OR 97058

541-506-2580