



AGENDA: REGULAR SESSION

WEDNESDAY, MARCH 20, 2019

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>Hood River/Youth Think MOU</u> ; <u>ME Amendment</u> ; <u>Cap and Trade Letter</u> ; <u>Appointments</u> ; <u>NACO Test It App</u> <u>Consent Agenda</u> (Items of a routine nature: minutes, documents, items previously discussed.) <u>Minutes: 3.6.2019 Regular Session</u> ; <u>ORMAP Application</u>
9:30 a.m.	<u>Marine Patrol - Hood River Agreement</u> – Lane Magill
9:40 a.m.	<u>Wellness Policy Revisions</u> – Fritz Bachman
9:50 a.m.	<u>Department of Corrections Systems IGA</u> – Fritz Bachman
10:10 a.m.	<u>ODOT/Sherman/Wasco IGA</u> –Arthur Smith
10:20 a.m.	<u>Recording Page Demo</u> – Lisa Gambée
10:35 a.m.	<u>County Legal Counsel</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
MARCH 20, 2019**

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

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

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

- Cities Representative Recommendation for Regional Solutions
- Time Adjustment – all items after Community Corrections will be moved up by 10 minutes

Public Comment - NORCOR

Connie Krummrich of The Dalles stated that she wanted to comment regarding Northern Oregon Regional Correctional (NORCOR) facility's agreement with Immigration and Customs Enforcement (ICE). She said that she move to The Dalles in 1975 and applied her degrees in sociology to social work in the area. Through that work she has met many immigrants from Mexico and witnessed the change in local demographics – 34% of our local student population is Hispanic.

Ms. Krummrich went on to say that rhetoric has intensified around immigration issues; she believes that the county jail should not be a prison for immigrants with ICE serving as a significant part of the NORCOR budget. She said that this topic deserves discussion – it is a trap to have to fill beds to keep the jail open and the practice leads to fear and divisiveness. She pointed out that there have already been two law suits and there will likely be more to come; if ICE money goes away, what would the budget look like?

Ms. Krummrich continued by saying that NORCOR is the only public entity in Oregon with an ICE contract; many others around the country have abandoned their relationship with ICE. She pointed out that there are ethical issues, citing the length of stay for and ICE detainee which can be months as compared to a non-ICE detainee which is on average seven to fourteen days. The difference in the length of stay makes it a prison rather than a jail. She concluded by saying that other prisoners would be allowed family visits and to have legal resources that are denied ICE prisoners. She said that she belongs to a group that wants to work with the county governments to make changes for ICE as well as for all detainees.

Chair Kramer thanked her for her input.

Discussion Item – Medical Examiner (ME) Agreement Amendment #1

Vice-Chair Hege said that this amendment adjusts the per-hour costs outlined in the 2015 agreement for Medical Examiner services. County Medical Examiner Miriam McDonell said that her role is to evaluate deaths that are homicide, suicide, accident or otherwise unexpected. The position must be filled by someone who is a physician or doctor of osteopathic medicine who can be available by phone and on scene to conduct interviews and sign death certificates. She explained that if the position is vacant, the Public Health Officer acts as the ME in the interim; she has been serving in that capacity since 2015.

Dr. McDonnell stated that the number of cases increased by 50% during 2017-2018 and in response, North Central Public Health District has recruited and hired a medical death investigator to help with the work load. NCPHD receives funds for the ME – that is true for all the member counties. To be able to pass along the true costs, they are increasing the administrative fee to 10%.

Commissioner Schwartz thanked Dr. McDonell for her work and asked if this funding comes out of the District Attorney's budget. Mr. Stone replied that it does but it is still a general fund expense.

{{Vice-Chair Hege moved to approve the first amendment to the Medical Examiner Services Agreement between Wasco County and North Central Public Health District. Commissioner Schwartz seconded the motion which passed unanimously.}}

Discussion List – Resiliency Program Memorandum of Understanding

Finance Manager Kayla Nelson explained that this is a collaborative effort between Hood River and Wasco Counties for the Coordinated Care Building Resiliency grant program. She said that all the funding comes through Wasco County and we are contracting with Hood River for some of the work.

Vice-Chair Hege asked how much is going to Hood River. Ms. Nelson responded that it is \$41,000.

{{{Commissioner Schwartz moved to approve the Memorandum of Understanding between Wasco County’s Youth Think and Hood River’s Prevention Department for the Building Resiliency in Columbia River Gorge Project funded through the Columbia Gorge Health Council. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion List – Cap and Trade Letter

Chair Kramer asked Commissioner Schwartz to explain the short term fuel credits and assessment of impacts, asking who will be doing that assessment.

Commissioner Schwartz replied that she would think the legislature would be conducting the assessment – it is a suggestion that came from the Governor’s advisor. The short-term credit would give both the state and county government some time to make that evaluation.

Chair Kramer said that he struggles with the bill as it is not clear and seems to be taking money from one place, moving it to another and then back again. He said that he is fine with sending the letter but wanted his concerns heard. He stated that he would like to have the letter sent to all the committee members rather than just the co-chairs.

Vice-Chair Hege asked what the idea is behind the short-term fuel credits. Commissioner Schwartz replied that those in rural areas would have credits for no increased fuel costs in the short term to allow us time to adjust the final tax; the same language is being used for industry. Chair Kramer observed that it will be a bookkeeping nightmare.

*****The Board was in consensus to send the Cap and Trade comment letter to all members of the Joint Committee on Carbon Reduction.*****

Discussion List – Appointments

Ms. White explained that a number of years ago the Planning Department added two alternate positions to the Planning Commission as a way to ensure continuity and allow Commissioners the opportunity to become familiar with the process before being appointed as a full commissioner. When a commissioner retires from the Planning Commission, the first alternate is appointed to the vacancy and the second alternate moves into the first alternate position; the department, Planning Commission members and Board of Commissioners then recruits for the second alternate position.

Vice-Chair Hege added that there is an advisory committee made up of representatives from the City of The Dalles Planning Department, Wasco County Planning Department and the Board of Commissioners who vet applicants and make a recommendation to the Board of Commissioners for the appointment.

Commissioner Schwartz asked how we recruit. Ms. White replied that in her experience, advertising has not worked; members of the Planning Commission, the Planning Department and the Board of Commissioners work to recruit new members.

Ms. White went on to explain that Bruce Lumper has been a non-voting member of the Tri-County Household Hazardous Waste Steering Committee for a number of years. His appointment has lapsed; this will re-instate him to that position. Chair Kramer added that Mr. Lumper has been with the Steering Committee from the beginning and the Committee would like to keep him.

{{{Vice-Chair Hege moved to approve Orders 19-075 and 19-076 appointing Kathleen Willis to Position #6 and LeRoy Booth as Alternate #1 on the Wasco County Planning Commission. Commissioner Schwartz seconded the motion which passed unanimously.}}}

{{{Chair Kramer moved to approve Order 19-077 reappointing Bruce Lumper as a non-voting member of the Tri-County Hazardous Waste Steering Committee. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item – Marine Patrol Services Agreement

Sheriff Lane Magill stated that while his office is facing reduced staffing and currently does not have anyone to place into the marine program for patrol. To make sure those services are provided, he has worked out an agreement with Hood River County, which has a full-time marine patrol program, to provide those services on behalf of Wasco County. He said that Hood River has seen the draft but he has not heard back from them; if approved today, he will work with Hood River County for final approval.

Vice-Chair Hege asked if we are passing through funding that we get from the Oregon State Marine Board (OSMB) to Hood River for these services. Sheriff Magill replied that we are; it is part of the agreement for them to provide services only up to the amount provided for by OSMB funding – no general fund dollars will go to this program. He said that funding has been reduced to \$52,000 this year and could drop another 19% through the State budget process. He said that there is no match for the funding.

County Counsel Kristen Campbell added that she has a good relationship with Hood River's County Counsel and she expects no changes. However, if there are any significant changes, the agreement will be brought back to the Board for approval.

{{Vice-Chair Hege moved to approve the Intergovernmental Agreement between Wasco County and Hood River for Marine Patrol Services. Commissioner Schwartz seconded the motion which passed unanimously.}}

Sheriff Magill said that he has gotten positive feedback on yesterday's all-staff training and appreciated the moment of silence for Judge Hulse who passed away recently. He stated that Judge Hulse led the County through the difficult times when the Rajneesh were active in the County.

Consent Agenda Item – ORMAP Application

Chair Kramer noted that the intent of having the ORMAP application on the Consent Agenda was so staff would not have to take time away from their work to attend the Board Session; instead the information could be presented when the grant agreement becomes available. Since this is an ongoing program. With applications and agreements every six months, it seems unnecessary to have staff continue to repeat the same information each time. However, due to a

miscommunication, staff is present; he moved the item from the Consent Agenda to be presented.

Survey and Engineering Technician Ivan Donahue explained that the grant project is designed to remap all of the tax lots in Oregon to bring them into alignment to within one-foot of their actual location on the ground. He stated that this is the seventh grant application to do survey control and mapping work for an area that covers 24 by 6 miles, including the City of Dufur. The mapping project will continue for approximately four more years.

Mr. Donahue went on to say that Lane County does our mapping work based on the survey control data we provide. They are still working on remapping portions of The Dalles but some mapping work has been completed and is available to the public through our GIS interactive map. County Surveyor Brad Cross added that Lane County's work will take an additional two years beyond the four years it will take for us to complete the survey control work. The entire project will be about ten years from start to finish.

*****The Board was in consensus for staff to move forward with the application process for the ORMMap Grant.*****

Agenda Item – Wellness Policy and Action Plan

Community Corrections Manager Fritz Bachman stated that until recently, he, along with County Surveyor Brad Cross, acted as Co-Chairs for the Wasco County Wellness Committee. Office Specialist Chelsea Perritt has stepped into that role. However, prior to that change, the Committee made some minor revisions to the policy and overhauled the action plan to make it current; the plan clarifies priorities based on employee surveys and includes reach-in talks, CIS wellness programs, the annual Health Fair, monthly walks and a community garden. He stated that the change to the Policy adds language to allow flexibility for committee meetings with a minimum standard of quarterly meetings. He added that Wasco County has been designated a certified blue zones work site; although most of the work towards wellness was already taking place, the certification connects us to the broader community for wellness. He concluded by recognizing those who laid the ground work for the formation of the Wellness Committee including Arthur Smith, Angie Brewer, Debby Jones and Adam Fourcade.

{{Vice-Chair Hege move to approve the revised Wasco County Workplace

Wellness Policy and Action Plan to supersede all previously adopted Wellness Policies. Commissioner Schwartz seconded the motion which passed unanimously.}}

Agenda Item – Department of Corrections Systems IGA

Mr. Bachman reported that at last fall's meeting the Community Corrections Directors approved the idea of each county contributing to the engagement of a contractor for the first step of a years-long process to upgrade the software systems that manage corrections cases. It is incumbent upon each Director/Manager to bring it to their governing body.

Mr. Bachman went on to explain that the current system is antiquated – designed in the 1980s and updated in the 1990s. The system is still DOS based with many limitations. The goal is to have a more modern system that will do case management rather than just providing a data base. This first step will be to analyze the system and needs and will inform the process going forward.

Mr. Bachman said the State is asking for each county to contribute based on the proportions of offenders in their county; that is 1% for Wasco County for a total one-time contribution of \$1,157. He stated he has room for this expense in his materials and services budget and he supports the expenditure. He noted that this is the first step in what is sure to be a very long process.

Commissioner Schwartz asked if this will be in the annual budget. Mr. Bachman replied that no system could be purchased and implemented without State legislation; the financial burden would be too high for the counties. This just ensures the capacity to move forward with information that will support legislation. He said he does not expect future funding requests for this project.

Ms. Campbell added that she has vetted the contract and agrees that it is a small piece of a larger project. Mr. Bachman noted that even if we do not participate, the project would move forward but he supports this as an investment in the future. If there were to be a request for larger amounts, there would be considerable pushback from the counties.

Some discussion ensued regarding signing authority and it was determined that it is appropriate for the Chair to be the sole signer.

{{{Commissioner Schwartz moved to approve the Department of Corrections

Intergovernmental Agreement #5781 to pay a share of the cost for the Department of Corrections to obtain Contractor Services to perform a business analysis as presented. Vice-Chair Hege seconded the motion which passed unanimously.}}

Agenda Item – NACo TestIt

Mr. Stone said that he asked to have the NACo app added to the Discussion List to get the information out to the media. He stated that there is a lot of money available through the federal government for broadband expansion in underserved areas. However, a lot of the big industry players are capturing that funding by reporting coverage they identify in a small spot and representing that as evidence that the entire rural area is being covered. The National Association of Counties wants to really understand what the coverage is and has launched an app that will test the connection speed and send the data to NACo to create an accurate map for coverage. That work will support getting services in the areas where it is needed.

Agenda Item – Sherman/Wasco County/ODOT Weed Control IGA

Public Works Director Arthur Smith said that this is the first time we have received an agreement like this from the Oregon Department of Transportation (ODOT). This is requesting that Wasco County, a third party not involved in the actual work, sign the agreement as an acknowledgement that Sherman County staff may have to travel on roads within Wasco County to get to areas in Sherman County in order to do the work for ODOT.

Mr. Stone asked if this assigns liability to us in any way. Ms. Campbell replied that this does not add or subtract anything that already exists in common law. Mr. Smith added that Sherman County has to be insured and bears the liability for any accidents.

{{Commissioner Schwartz moved to approve IGA #33066 between Wasco County and the State of Oregon granting Sherman county access through Wasco County right-of-ways for Oregon Department of Transportation weed control projects. Vice-Chair Hege seconded the motion which passed unanimously.}}

Agenda Item – Recording Page Demonstration

County Clerk Lisa Gambie said that one of the main components of the County's mission is to find innovative ways for citizens to interface with the County.

Previously, records searches had to be done in the Clerk's office; this January we made use of our provider's resources to make that search available online. It is easy to enter records going forward but difficult to bring past records into the system as indexing is a long and tedious process. Although we have records back to 1854, currently we only have records indexed back to the 1980s. Staff is working on the backlog but it will take time. Ms. Gambee demonstrated how to use the system to gain detail for property records.

Vice-Chair Hege asked what limitations still exist. Ms. Gambee replied that you still have to come to the office to get marriage records; if you need certified copies, you have to come to the office and there are no documents available on line that are prohibited by statute such as voter registrations or military DD214s.

Rodger Nichols asked if this applies to commercial/industrial properties. Ms. Gambee replied that it does. Mr. Rodgers commented that this is 100% Love out to the community. Ms. Gambee agreed adding that it also meets the County's mission statement – Pioneering Pathways to Prosperity.

Public Comment – Wasco County Fair Board

Ken Polehn, Fair Board member, reported that there are new officers for the Fair Board – Collena Tenold-Sauter is Chair; Chris Schanno is Vice-Chair. He said they would like to have a 7-member board to include two alternates; currently they have only one alternate. He said that the Board hopes to continue to work with MCEDD to get everything squared away for the Fair Board.

Mr. Stone asked how the work with MCEDD is progressing. Mr. Polehn replied that it is slow work; in three sessions they got through their purpose statement and started the strengths and weaknesses analysis. He said he thinks the work is good for the Fair and good for the County.

Commissioner Schwartz asked how long Mr. Polehn has served on the Fair Board. He replied that he has served for about ten years with the last two as Chair. He said they try to rotate that position every couple of years.

Ms. Gambee said the Fair Board also discussed leaving enough time with MCEDD to help them write grants; Chair Tenold-Sauter pointed out that the foundational work has to be completed first to support the grant process. Mr. Polehn concluded by saying that the Fair Board has a meeting with Wasco County Finance tomorrow to work on budgeting.

Agenda Item – Legal Counsel

Vice-Chair Hege said that he has been doing some work on a request for qualifications process – creating a draft document to move the process forward. Chair Kramer said that what came out of the last management team meeting is that they want to have this move forward.

Discussion Item – Regional Solutions Cities Representative

Mr. Stone read a request from Nate Stice, Regional Solutions Coordinator for the North Central Region (Hood River, Sherman and Wasco Counties):

“With the departure of Steve Lawrence, we have a vacancy on the advisory committee for a Wasco County Cities’ representative. The advisory committee traditionally has had one representative for each county and one cities’ representative per county. In the past, we have asked the commissions to provide input on those appointments. These seats are typically held by a mayor, council member, or city manager.”

Commissioner Schwartz asked for more information on the purpose of the advisory committee. The group explained that the committees are located throughout the to recognize the unique needs of each Oregon region, and the importance of working locally to identify priorities, solve problems, and complete projects.

The committees work with state agencies to ensure that projects are finished as quickly and cost-effectively as possible. With representatives from state agencies and each county there are usually 20-30 people at each meeting.

Mr. Stone stated that when the North Central Region was first formed the state allocated approximately \$2 million in funding for the work; that has been reduced over the years. He said that the first year, Sherman County did housing initiatives and Wasco County did broadband and some housing – it was difficult to get builders interested in the work for low-income housing.

Further discussion ensued regarding the possible candidates for the recommendation.

Consent Agenda – 3.6.2019 Minutes

{{Vice-Chair Hege moved to approve the consent agenda. Commissioner Schwartz seconded the motion which passed unanimously.}}

Commission Call

Commissioner Schwartz reported that she just received the proposed NORCOR Budget; the first budget meeting is tomorrow at 10:00 a.m. Vice-Chair Hege asked if there was an agreement last year that to hold the county contributions steady for two years. Mr. Stone replied that there was but he has heard that there will be a significant increase.

Chair Kramer stated that the County Budget process is moving forward on schedule.

Mr. Stone said he just received the opinion from the Attorney General regarding the Building Codes program; it seems to hold the opinion that you cannot contract out the entire program. Ms. Campbell said she would get a short summary out.

Chair Kramer announced that he and Mr. Stone will be meeting with representatives proposing a Central Wasco County Fire District; they met last Friday with stakeholders to talk over ideas for moving forward. The push is to get the rural fire districts up to speed for training, bylaws, insurance, etc. They are proposing that the County forms a district with no tax base.

The session was adjourned at 10:50 a.m.

Summary of Actions

MOTIONS

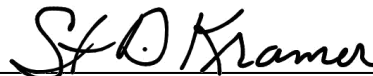
- **To approve the first amendment to the Medical Examiner Services Agreement between Wasco County and North Central Public Health District.**
- **To approve the Memorandum of Understanding between Wasco County's Youth Think and Hood River's Prevention Department for the Building Resiliency in Columbia River Gorge Project funded through the Columbia Gorge Health Council.**
- **To approve Orders 19-075 and 19-076 appointing Kathleen Willis to Position #6 and LeRoy Booth as Alternate #1 on the Wasco County Planning Commission.**
- **To approve Order 19-077 reappointing Bruce Lumper as a non-voting member of the Tri-County Hazardous Waste Steering Committee.**
- **To approve the Intergovernmental Agreement between Wasco County and Hood River for Marine Patrol Services.**

- **To approve the Department of Corrections Intergovernmental Agreement #5781 to pay a share of the cost for the Department of Corrections to obtain Contractor Services to perform a business analysis as presented.**
- **To approve IGA #33066 between Wasco County and the State of Oregon granting Sherman county access through Wasco County right-of-ways for Oregon Department of Transportation weed control projects.**
- **To approve the consent agenda – 3.6.2019 Regular Session Minutes.**

CONSENSUS ITEMS

- **To send the Cap and Trade comment letter to all members of the Joint Committee on Carbon Reduction.**
- **For staff to move forward with the application process for the ORMAP Grant for spring 2019.**

Wasco County
Board of Commissioners



Steven D. Kramer, Board Chair



Scott C. Hege, Vice-Chair

Absent

Kathleen B. Schwartz, County Commissioner



DISCUSSION LIST

[HOOD RIVER/YOUTH THINK MOU](#) – Debby Jones

[ME AGREEMENT AMENDMENT](#) – Mimi McDonell

[CAP & TRADE LETTER](#)

[APPOINTMENTS](#) – Kathy White

[NACO TEST IT APP](#) – Tyler Stone



DISCUSSION ITEM

Hood River/Youth Think Memorandum of Understanding

[RESILIENCY GRANT AGREEMENT](#)

[MOU](#)

[MOTION LANGUAGE](#)



Columbia Gorge Health Council
511 Washington Street
Suite 101
The Dalles, OR 97058
info@gorgehealthcouncil.org

GRANT AGREEMENT

GRANTEE: Wasco County
511 Washington Street, Suite 107
The Dalles, OR 97058

TITLE OF GRANT: Building Resiliency in the Columbia Gorge

TOTAL AMOUNT OF GRANT: \$119,000.00

PERIOD OF GRANT: 3 years
March 1, 2018 through March 1, 2021

PAYMENT CONTINGENCIES

Grant payments are contingent upon the grantee satisfactorily conducting the program as described in this agreement, except as modified with the express consent of the Columbia Gorge Health Council.

Grant payments may be discontinued, modified, or withheld if, in the sole judgment of the Columbia Gorge Health Council, this is necessary to comply with the requirements of law.

GRANT REQUIREMENTS

1. This grant is made with the understanding that the entire amount will be expended for the purpose described in the grant proposal which is appended. Whether or not you maintain a separate bank account, this grant should be treated as a "restricted fund," and no part of it should be used for purposes other than those approved for this grant.
2. Prior approval from the Columbia Gorge Health Council must be obtained for any modification of the objectives, methods, budget, collaborative partnerships or timeline of the project for which grant funds have been awarded.
3. Grantees are required to notify the Columbia Gorge Health Council of any development that significantly affects the operation of the grantee or organizations who are listed as part of the proposal.
4. The grantee will provide the Columbia Gorge Health Council with the program and financial reports described below and any special reports that may be requested by the Columbia Gorge Health Council.
5. The grantee will abide by all provisions of this agreement and will keep adequate supporting records to document the expenditure of funds and activities supported by these funds.
6. No funds will be used for lobbying purposes or to aid in the election of a public official.

ANNUAL REPORTS AND GRANT PAYMENTS

Grantee must provide an Annual written report ("Annual Report") for the duration of the grant period. The Annual Report will include a narrative outlining progress, and/or status of objectives described in the Goals, Activities and Measures Grid portion of your proposal as well as spending to budget. If a deadline cannot be

met, the grantee shall notify the Columbia Gorge Health Council. Please note that payments will be made only if the Columbia Gorge Health Council has received and approved progress reports.

Payments will be made by PacificSource Community Solutions via auto-deposit. The initial payment will be made after receiving a signed copy of this agreement along with a completed Auto-deposit form. The schedule of payments and associated documentation requirements are:

Documentation Due	When	Payment Amount (within 3 weeks of receipt and approval of documentation)
Signed copy of this agreement and completed Auto-deposit form	As soon as possible	Initial Payment of \$59,500
Progress report	2/15/19	Second Payment of \$29,750
Progress report	2/14/20	Final Payment of \$29,750
Final Report	No later than 30 days after end of grant period – 3/31/21	No payment

UNEXPENDED FUNDS

If the funds have not been completely expended at the end of the grant period, the grantee agrees to provide a statement of the balance and a plan for using the remaining funds. If the plan is not approved by the Columbia Gorge Health Council, the grantee agrees to repay to the Columbia Gorge Health Council any portion of the remaining unspent funds.

COMMUNITY-BASED UPDATES

The funds provided for in this proposal are being disbursed to you because of a collaborative community process to determine how to invest funds. Grantee agrees to provide the Columbia Gorge Health Council or its subcommittees an update on the status of the proposal from time to time; such reporting times shall be mutually agreeable to grantee and the requesting committee. It is crucial that the grantee be forthcoming and candid in keeping the Columbia Gorge Health Council informed of the activities (both good and disappointing) of the supported program.

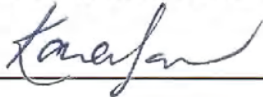
PUBLICIZING THE GRANT/ USE OF COLUMBIA GORGE HEALTH COUNCIL NAME

Columbia Gorge Health Council encourages organizations to raise public awareness about their work. It's not necessary to get approval to announce our grant, as long as you characterize the award as it appears in this agreement. The Community Grant Program was made possible by shared savings from the PacificSource Columbia Gorge Coordinated Care Organization (CCO), providing Oregon Health Plan services to residents of Hood River and Wasco Counties. The Community Grant Program is intended to support local organizations in addressing identified needs from in the Community Health Improvement Plan (CHIP), the CCO Quality Incentive Metrics and/or the CCO Transformation Plan and benefit Columbia Gorge CCO Medicaid recipients in addition to the community at large.

AGREEMENT

If this document correctly sets forth your understanding of the terms of this grant, please sign this agreement and return to the Columbia Gorge Health Council. By signing this document, you are representing and warranting that you have read this agreement, agree to the terms of this agreement, and are authorized to execute this agreement.

By: Columbia Gorge Health Council

Signature: 

Name: Karen Joplin

Title: Board Chair

Date: 2/27/18

By: Wasco County

Signature: 

Name: Steven D. Kramer

Title: Chair, Wasco County Board of Commissioners

Date: February 21, 2018

Memorandum of Understanding
Between

Wasco County - YouthThink
And
Hood River Prevention Department

For Building Resiliency in Columbia River Gorge Project
Funded through the Columbia Gorge Health Council

1. Wasco County a political entity in the State of Oregon and Hood River County a political entity in the State of Oregon wish to enter into a mutually beneficial understanding to implement the Building Resiliency Project.
2. Wasco County applied for and received a grant allocation through the Columbia Gorge Health Council. The grant proposal was created through a collaboration with the Hood River County Prevention Department to integrate the services throughout the service area of the Columbia Gorge Health Council.
3. The purpose of this Memorandum of Understanding (MOU) is to outline the working relationship and expectations between Wasco County – YouthThink (WCYT) and the Hood River Prevention Department (HRPD) in the providing of special services for WCYT in fulfilling the grant responsibilities for the Building Resiliency in the Columbia River Gorge Project.
4. The scope of the agreement is to build resiliency within children, youth, parents and providers. This will be done by increasing emotional literacy rates as well as the importance and implementation of secure attachment. An additional measure is to increase connectedness of Gorge residence by encouraging volunteering throughout the region.
5. HRPD will incorporate the Toddlers 2 Tweens Parent/Provider “Boost Camps” within Hood River County as well as assisting in the utilization of the Just Serve volunteer match website.
 - Have at least 2 individuals trained as T2T Boost Camp Coaches
 - Host a minimum of 10 English and Spanish Boost Camps over the 3 year period of the grant
 - Disseminate T2T Boost Camp materials as needed
 - Receive training on the Just Serve website and have a minimum of a variety 4 projects identified on an on-going basis during the term of the grant
 - Submit rosters and evaluation materials to WCYT on a quarterly basis
 - Meet with WCYT Staff at least quarterly to insure project compliance

6. WCYT will provide HRPD a total of \$28,000 that will assist in staff support for HRPD's scope of the project. Another \$13,350 will be provided for HRPD to purchase the required T2T program materials. Equaling a grand total of \$41,350. WCYT will provide necessary training for HRPD T2T Boost Camp Coaches. WCYT will also assist in the on-going training of HRPD staff/instructors and serve as a consultant as needed to assist in meeting project requirements and outcomes. WCYT will be responsible for the evaluation requirements of the grant.
7. The term of this agreement shall be July 1, 2018 through March 1, 2021. The term may be altered or extended by mutual consent of both parties, in writing. If for any reason WCYT or HRPD desires to suspend activities or terminate this business relationship, it is mutually agreed that either party will provide a 30-day written notice describing those intentions; otherwise this MOU shall continue in operation as agreed upon.
8. All concerns of WCYT regarding HRPD's compliance, quality and timeliness of service shall be brought to the attention of WCYT. All reasonable efforts shall be made by both parties to satisfy such concerns in a timely matter.
9. It is understood and acknowledged by the parties that this memorandum is not itself a legally binding document. It is further understood and acknowledged by the parties that their signing of this memorandum indicates only that the document accurately reflects the points of agreement and understanding created by the parties.

Agreed upon this date: March 18, 2019

WCYT

Wasco County/YouthThink

By: _____
Molly Rogers, Director
Wasco County Youth Services

HRPD

Hood River Prevention Department

By: _____
Belinda Ballah, Director
Hood River County Prevention



MOTION

SUBJECT: Youth Think Hood River MOU

I move to approve the Memorandum of Understanding between Wasco County's Youth Think and Hood River's Prevention Department for the Building Resiliency in Columbia River Gorge Project funded through the Columbia Gorge Health Council.



DISCUSSION ITEM

Medical Examiner Agreement Amendment

[2015 ME AGREEMENT](#)

[ME AGREEMENT AMENDMENT](#)

[MOTION LANGUAGE](#)

FILED
WASCO COUNTY

2015 JUL 10 PM 1 52

LINDA BROWN
COUNTY CLERK

MEDICAL EXAMINER SERVICES AGREEMENT

This Contract is made and entered into by and between Wasco County, a political subdivision of the State of Oregon, hereinafter "County", and North Central Public Health District, a public entity formed under ORS Chapter 190, hereinafter referred to as "NCPHD".

IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated as follows:

1. **Effective Date.** This Contract is effective upon execution by all parties and will continue to be in effect until terminated by either party.
2. **Scope of Work.** NCPHD shall perform all services of the Wasco County Medical Examiner pursuant to ORS 146.065 through 146.125.
3. **Consideration.** County shall pay NCPHD for Medical Examiner Services at the rate of \$78.00 per hour of Medical Examiner Services, \$26.00 per hour for secretary services and an additional five percent of the hourly rates to be applied to NCPHD overhead related to Medical Examiner Services. *County will pay for all services provided by NCPHD since it was appointed on March 10, 2015.* County will also reimburse NCPHD reasonable rates for mandatory training, including registration fees, meals, lodging expenses and mileage at the IRS standard rate. NCPHD shall submit an invoice to County attn: Wasco County Finance Department, 511 Washington Street, Suite 207, The Dalles, OR 97741. County shall pay invoice within 30 days of receipt. Notwithstanding any other provision of this Contract, in the event that NCPHD fails to submit any required reports when due, or fails to perform or document the performance of contracted services, the County may withhold payments under this Contract. Such withholding of payment for cause shall continue until the NCPHD submits required reports, performs the required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of the NCPHD.
4. **Delegation.** NCPHD may delegate the performance of Services to a licensed and qualified health care professional employed by it. The delegated health care professional will be bound by the terms of this Contract and will serve under the direction and authority of NCPHD.
5. **Liability.** During and within the performance of this Contract, NCPHD shall function as an agent of County solely for the purposes of the Oregon Tort Claims Act, ORS 30.260 to 30.330.
6. **Independent Contractor Status.** NCPHD, including any delegate(s) pursuant to paragraph 4, shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Contract. Under no circumstances shall NCPHD or its delegate(s) be considered an employee of County. NCPHD will provide all tools or equipment necessary to carry out this Contract, and will exercise complete control in achieving the results specified. NCPHD is solely responsible for its performance under this Contract; for payment of any fees, taxes, royalties or other expenses necessary to

complete the work except as otherwise specified in this Contract; and for meeting all other requirements of law in carrying out this Contract.

7. Representations and Warranties. NCPHD represents and warrants to County that (1) NCPHD has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of NCPHD enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) NCPHD and its delegate(s), shall, at all times during the term of this Contract be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

8. Records Maintenance. NCPHD shall maintain all of its records relating to the NCPHD's services and allow County the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by NCPHD for six years after County makes final payment and all other pending matters are closed. All material prepared by NCPHD under this Contract may be subject to Oregon's Public Records Law and shall become the property of County.

9. Confidentiality. The use or disclosure by NCPHD and its employees and agents of any information concerning a recipient of services provided pursuant to this Contract, for any purpose not directly connected with the administration of NCPHD's responsibilities with respect to such services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. NCPHD shall, and shall cause its subcontractors to comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of client records.

10. Compliance with Laws. NCPHD shall comply with applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements.

11. Hold Harmless. Subject to the Oregon Tort Claims Act, ORS 30.260 to 30.330, NCPHD, its agents and employees, shall indemnify and hold harmless County, its officers, employees, and assigns from any and all claims, loss, damage, cost and other expense, including reasonable attorney fees, which may be incurred or paid by reason of services performed by NCPHD or its employees. Also, subject to the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.330, County agrees to defend, save harmless and indemnify NCPHD against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of services under this Agreement; provided, however, that the County is not required to defend, save harmless or indemnify NCPHD if NCPHD's actions constituted negligence, malfeasance or willful or wanton neglect of duty.

12. Termination. This Contract may be terminated by mutual consent of the parties or may be terminated by either party upon thirty days written notice to the other party. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

13. Limitations of Liability. Except for liability arising under or related to Section 12, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.

14. **Debt Limitation and Non-Appropriation.** This Contract is expressly subject to the debt limitation for Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative only to that extent. In the event that sufficient funds shall not be appropriated for the payment of consideration required to be paid under the Contract, and if County has no funds legally available for consideration from other sources, then County may terminate this Contract in accordance with Section 12 of this Contract.

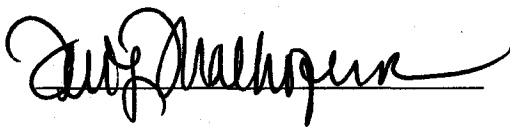
15. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.

16. **Entire Agreement; Waiver.** This Contract contains the entire understanding of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Contract. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

17. **Governing Law; Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, suit, action, or proceeding (collectively "Claim") between County and NCPHD that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Wasco County Circuit Court of the State of Oregon; provided, however, if the 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. NCPHD, by execution of this Contract, hereby consents to the in personam jurisdiction of said courts.

18. **Attorney Fees.** In the event an action, suit or proceeding, including any and all appeals therefrom, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for their own attorney fees, expenses, costs and disbursements incurred as a result of said action, suit, proceeding or appeal.

NORTH CENTRAL
PUBLIC HEALTH DISTRICT:



Date:

7/9/2015

APPROVED AS TO FORM:

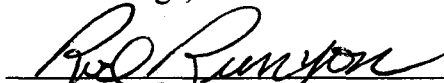


Kristen Campbell
Wasco County Counsel

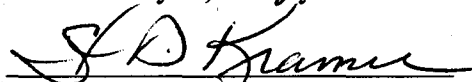
WASCO COUNTY:



Scott C. Hege, Commission Chair



Rod L. Runyon, County Commissioner



Steven D. Kramer, County Commissioner

Date: June 17, 2015.

FIRST AMENDMENT TO MEDICAL EXAMINER SERVICES AGREEMENT

This First Amendment to Medical Examiner Services Agreement (the "Agreement") is made by and between Wasco County (County) and North Central Public Health District (NCPHD). The effective date of the Agreement was July 9, 2015. The parties execute this First Amendment to increase the scope of the services that NCPHD may provide to County and to increase the compensation the County will pay NCPHD for those services.

The Agreement is amended as follows: NCPHD may provide a Medicolegal Death Investigator in cooperation with the Medical Examiner. As of the effective date of this First Amendment, the hourly rate for the Medicolegal Death Investigator is \$60.00 and the contracted medical examiner services will be increased from \$78.00/hr. to \$80.00/hr. In addition, as of the effective date of this First Amendment the administration rate will be increased to 10% for overhead expenses related to medical examiner services. All other terms and conditions of the original Agreement apply and shall remain in full force and effect.

This addendum to the original agreement, signed and dated below will run from the date signed through the term of the original agreement. This First Amendment is effective upon execution by all parties.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the dates written below.

Wasco County:


Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner

Date

NCPHD:



Teri Thalhofer, BSN, RN
Director

11/09/2019

Date



MOTION

SUBJECT: Medical Examiner Services Agreement Amendment 1

I move to approve the first amendment to the Medical Examiner Services Agreement between Wasco County and North Central Public Health District.



DISCUSSION ITEM

Cap & Trade Letter

[ORIGINAL DRAFT](#)

[REVISED DRAFT](#)



BOARD OF COUNTY COMMISSIONERS

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

Pioneering pathways to prosperity.

February 27, 2019

Joint Committee on Carbon Reduction
Co-Chair Senator Dembrow
Co-Chair Representative Power
Oregon State Legislature
jccr.exhibits@oregonlegislature.gov

Re: Comments on House Bill 2020

Dear Co-Chairs Dembrow & Power:

Wasco County has several concerns regarding proposed House Bill 2020. We believe the result of the currently drafted bill will cause several private industries in our County to be negatively affected as will our citizens due largely to the costs that will be passed on to end users. We urge your committee to listen carefully to those commenting on the bill and modify it to lessen the impact to Oregonians.

Our biggest concern is the expanded ripple effect that this bill could have on our biggest industry – farming and agriculture - in the form of higher fuel and material prices. Our orchard industry will be hit twice as hard with both increased fuel as well as electricity costs in our fruit processing plants. These are generational family farms that will be impacted. Their role in our economy in Wasco County is significant!

Manufacturing is a key employer at our Port and another significant part of our economy which employs a large part of our workforce. As proposed, HB 2020 will drive their operational costs higher and will likely force manufacturing jobs out of Oregon. The diverse industry mix in the Metro area may be less impacted, but rural Oregon, with already limited job opportunities, could find this dramatically impacting our employment base.

Rural Oregon is defined by long distances between towns. Rural Oregonians that regularly drive these distances will be disproportionately impacted due to increases in fuel prices. For example, Wasco County has several employees that drive more than 50 miles each way to get to a family wage job. Imagine the outrage if an urban resident had a \$600 dollar a month fuel bill just to get to a job that would provide a decent wage and benefit package. This is the reality for rural Oregonians that metropolitan residents and policy makers do not always take into consideration.

Finally, cap and trade approaches have historically not benefited their citizens - in California it has done little but provide a revenue source for the State at the expense of its industry and citizens. Please don't let Oregon follow that same model. We encourage you to vote against cap and trade as it is presented. Without serious modifications this bill will be just another burden for Oregonians to bear - especially rural Oregonians. This bill needs more work and more public input and much more consideration for rural Oregon.

We appreciate your consideration of our comments.

Sincerely,
Wasco County Board of Commissioners



BOARD OF COUNTY COMMISSIONERS

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

Pioneering pathways to prosperity.

Joint Committee on Carbon Reduction
Co-Chair Senator Dembrow
Co-Chair Representative Power
Oregon State Legislature
jccr.exhibits@oregonlegislature.gov

Re: Comments on House Bill 2020

Dear Co-Chairs Dembrow & Power:

Wasco County has several concerns regarding proposed House Bill 2020. We believe the result of the currently drafted bill will cause several private industries in our County to be negatively affected as will our citizens due largely to the costs that will be passed on to end users.

We are concerned about the expanded ripple effect that this bill could have on our biggest industry-farming and agriculture in the form of higher fuel and material prices. Our orchard industry will be hit twice as hard with both increased fuel as well as electricity costs in our fruit processing plants. These are generational family farms that will be impacted. Their role in our economy in Wasco County is significant!

Manufacturing is a key employer at our Port and another significant part of our economy which employs a large part of our workforce. There is further concern that, as proposed, HB 2020 will drive their operational costs higher thus causing some businesses to relocate. In rural Oregon, with already limited job opportunities, we could see a significant impact to our employment base.

Rural Oregon is defined by long distances between towns. Rural Oregonians that regularly drive these distances will be disproportionately impacted due to by these higher increases in fuel prices.

Given the potential negative impacts to our citizens and our economy, we would encourage you to give consideration to the following specific changes in the bill that we think would minimize impacts for the rural community that we serve.

1. Short term fuel credits for rural residents (that will give us some time to assess the real impact of higher fuel costs).
2. Strengthen the bill's language to assure that rural communities are considered "impacted communities" so we are first in line for projects funded by climate investment funds.
3. Encourage the committee to give strong consideration to the Association of Oregon Counties' principles for Cap and Trade Legislation.

Finally, we would like to commend the committee for traveling to different parts of the state to listen to those commenting on the bill and your willingness to make this bill work for all of Oregon.

Sincerely,

Wasco County Commissioners



DISCUSSION ITEM

Appointments

[STAFF MEMO](#)

[ORDER 19-075 APPOINTING KATHLEEN WILLIS TO PLANNING COMMISSION](#)

[ORDER 19-076 APPOINTING LEROY BOOTH TO PLANNING COMMISSION](#)

[ORDER 19-077 REAPPOINTING BRUCE LUMPER TO THE TRI-COUNTY HAZARDOUS WASTE STEERING COMMITTEE](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Planning Commission Appointments

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 3.14.2019

BACKGROUND INFORMATION:

Several years ago the Planning Department added two alternate positions to the Planning Commission in order to create an “on ramp” for Planning Commissioners to become familiar with the complex issues, rules and processes prior to taking on the full responsibilities of a Planning Commissioner. The intent is to have alternates move into vacated positions on the Commission.

At the end of his term in 2019, Planning Commissioner Jeff Handley stepped down from his position on the Planning Commission creating a vacancy on the Commission. Kathleen Willis, as Alternate #1, will now fill that vacancy; LeRoy Booth, as Alternate #2, will then move into position as Alternate #1. The Planning Department will begin recruiting for someone to fill the Alternate #2 position.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF KATHLEEN WILLIS TO POSITION #6 ON TO THE WASCO COUNTY PLANNING COMMISSION

ORDER #19-075

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

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

IT FURTHER APPEARING TO THE BOARD: That Kathleen Willis, currently serving as an alternate on the Planning Commission, is willing and is qualified to be appointed to the Wasco County Planning Commission to fill the vacancy.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Kathleen Willis be and is hereby appointed to the Wasco County Planning Commission to Position #6; said term to expire on December 31, 2022.

Approved this 20th day of March, 2019.

WASCO COUNTY BOARD OF COMMISSIONERS:

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF LEROY BOOTH AS ALTERNATE #1 ON TO THE WASCO COUNTY
PLANNING COMMISSION

ORDER #19-076

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

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

IT FURTHER APPEARING TO THE BOARD: That LeRoy Booth, currently serving as Alternate #2 on the Planning Commission, is willing and is qualified to be appointed to the Wasco County Planning Commission to fill the vacancy.

NOW, THEREFORE, IT IS HEREBY ORDERED: That LeRoy Booth be and is hereby appointed to the Wasco County Planning Commission as Alternate #1; said term to expire on December 31, 2022.

Approved this 20th day of March, 2019.

WASCO COUNTY BOARD OF COMMISSIONERS:

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF BRUCE LUMPER TO THE TRI-COUNTY HAZARDOUS WASTE STEERING COMMITTEE

ORDER #19-077

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

IT APPEARING TO THE BOARD: That the Tri-County Hazardous Waste Steering Committee (HHW) has determined the Committee will benefit from the input of non-voting members; and

IT FURTHER APPEARING TO THE BOARD: That Bruce Lumper's appointment to the Tri-County Hazardous Waste Steering Committee will expired on December 31, 2018; and

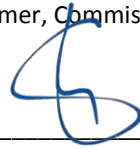
IT FURTHER APPEARING TO THE BOARD: That Bruce Lumper is willing and is qualified to be re-appointed to the Tri-County Hazardous Waste Steering Committee as a non-voting member.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bruce Lumper be and is hereby re-appointed to the Tri-County Hazardous Waste Steering Committee as a non-voting member for a term to expire on December 31, 2021.

Approved this 20th day of March, 2019

WASCO COUNTY BOARD OF COMMISSIONERS:


Steven D. Kramer, Commission Chair


Scott C. Hege, Vice-Chair

APPROVED AS TO FORM:


Kristen Campbell, County Counsel


Kathleen B. Schwartz, County Commissioner



MOTION

SUBJECT: **Appointments**

Planning Commission

I move to approve Orders 19-075 and 19-076 appointing Kathleen Willis to Position #6 and LeRoy Booth as Alternate #1 on the Wasco County Planning Commission.

Tri-County Hazardous Waste Steering Committee

I move to approve Order 19-077 reappointing Bruce Lumper as a non-voting member of the Tri-County Hazardous Waste Steering Committee.



DISCUSSION ITEM

NACo TestIt App

[NACO ARTICLE](#)

[FLYER](#)

NACo rolling out mobile app to test broadband speeds

[At their meeting Saturday, members of NACo's Telecommunications and Technology Policy Steering Committee expressed frustration over lack of internet and cellphone service in many parts of the country](#)

At their meeting Saturday, members of NACo's Telecommunications and Technology Policy Steering Committee expressed frustration over lack of internet and cellphone service in many parts of the country, but there was one bright spot: NACo plans to launch a mobile app, dubbed "TestIT," geared toward getting accurate information when it comes to who has broadband — and more importantly who does not.

NACo partnered with the Local Initiatives Support Corporation and the Rural Community Assistance Partnership to develop the app to identify areas with low connectivity to help ensure adequate funding for broadband infrastructure. App users will be able to test their broadband speeds with the push of a button. NACo will roll out the app Monday at the conference.

Meanwhile, representatives from the offices of Sens. Amy Klobuchar (D-Minn.) and Shelley Moore Capito (R-W.Va.), took part in a discussion Saturday afternoon with frustrated members of NACo's Telecommunications and Technology Policy Steering Committee who talked about poor internet and cell phone service. In Capito's home state, 74 percent of rural residents do not have access to broadband.

Kent County, Del. Commissioner Allan Angel, vice chair of the committee, said he can't talk to constituents in his own county in some areas due to poor cell phone service, but he can go all the way to Hawaii and talk to family members back home and service is just fine.

Another county official said she hears from constituents who write to the Federal Communications Commission, but never hear a word back. "Thousands have made complaints to the FCC, with no action — they blame me," said Henrico County, Va. Commissioner Patricia O'Bannon.

Another member, Sherburne County, Minn. Commissioner Raeanne Danielowski said her county is stuck with a provider who receives federal funding for landline services, but won't upgrade the service and won't allow competitors to lay fiber.

"We are falling way behind," she said. "It's a conversation we've been having for a long time. Kids are sitting outside of restaurants at 10 o'clock at night looking to get broadband."

MOBILE APP LAUNCH

Introduction

Accurate connectivity data is the foundation for investments in broadband infrastructure. Unfortunately, connectivity data provided to the Federal Communications Commission is often inaccurate and inflated – leaving many rural communities overlooked and disconnected.

NACo has partnered with the Local Initiatives Support Corporation (LISC) and the Rural Community Assistance Partnership (RCAP) to develop a mobile app designed to identify areas with low or no connectivity to help ensure adequate funding for broadband infrastructure is provided across the country.

“TestIT” is an iOS/Android mobile app that leverages a broadband sampling tool designed by Measurement Labs (MLabs) to aggregate broadband speeds across the country from app users. With the press of a single button, users will be able to test their broadband speed from anywhere. Additionally, users will be able to compare their internet speeds to the national average and minimum standards established by the Federal Communications System. **No personal information will be collected through this mobile app.**

A snapshot of each sample will be sent to a database which will allow NACo and partners to analyze connectivity data across the country. The data collected through this app will help identify areas where broadband service is overstated and underfunded by comparing the data to the National Broadband Map.

Your help identifying gaps in our nation’s broadband coverage is critical to making substantive changes to the process for reporting broadband service. We hope you will help shed light on this critically important issue and encourage your friends, family and constituents to join in the efforts as well!



Find us in the app store!

Get Started!

1. Locate the iOS/Android App Store on your phone

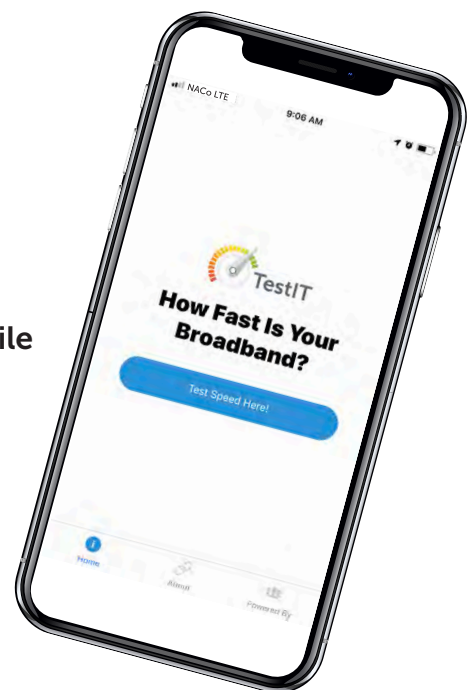


2. Search for “**TestIT**” in your mobile app store



3. Download TestIT mobile app

4. Open TestIT mobile app and click: **Test Speed Here**



Contact

Arthur Scott
ascott@naco.org
(202) 942-4230



CONSENT AGENDA

[MINUTES: 3.6.2019 REGULAR SESSION](#)

[ORMAP GRANT APPLICATION](#)



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MARCH 6, 2019**

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

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

At 9:03 a.m. Chair Kramer opened the Regular Session with the Pledge of Allegiance. Changes to the Agenda:

- Remove Medical Examiner Agreement Amendment – move to 3.20.2019
- Remove Janitorial Agreement
- Add foreclosed property repurchase
- Add subdivision plat approval
- Remove the Recording Page Demonstration – move to 3.20.2019

Department Director – District Attorney
--

District Attorney Eric Nisley announced that the City of The Dalles is considering closing down their Municipal Court system which would move 200-300 cases each year to the County for prosecution. He said that it would have a potential to increase their work load with some cases not prosecuted under their current staffing levels. He said that Multnomah County has something similar where there are some types of crimes that are not prosecuted.

Mr. Nisley went on to say that the City is offering \$80,000 to offset County costs; he believes hiring a paralegal would be the best use of those funds. He said that this is very early in the process. The City has brought this to the County twice before but seems to be more serious about it now – it could happen in the next year or two. He said that what the City does not want to do is just dump cases; they are looking at an orderly transfer to the County. He concluded by saying that his office

is technically already understaffed but the new electronic system has allowed them to be more efficient.

Chair Kramer asked if we have enough information to include this in our budget process for the next fiscal year. Mr. Nisley responded it is hard to know if the City will make the change or not. He said that he has asked that they draft an agreement that includes a five-year term with a 2-year extension and incorporate administrative costs. He said that he would be back before the Board when he sees a solid proposed plan to be implemented.

Public Comment - BOPTA

John Hutchison, Board of Property Tax Appeals member, explained that people file appeals to have their property taxes reduced and County staff prepares documents to support the process. He complimented the preparation and presentation of documents saying that it is extraordinary. He said that even if the Board disagrees with staff recommendations, staff is always respectful. He stated that County Assessor Jill Amery does a great job in working with applicants for their future taxes. He noted that one applicant claimed that part of the property being taxed was not his; Ms. Amery's research proved the applicant right. He added that County Clerk Lisa Gambee always researches and follows best practices and then asks the Board how she can improve the process.

Vice-Chair Hege, BOPTA member, concurred with the comments adding that Mr. Hutchison is one of the four or five citizen volunteers who put a lot of time and energy into supporting the process. Ms. Gambee added that Mr. Hutchison does a great job as BOPTA Chair; it is a complicated process.

Discussion List – Property Repurchase

Ms. Amery explained that Counties are required to foreclose on properties for non-payment of taxes and did so on this property last fall. She went on to say that ORS 275.180 allows the County to resell the property to the owner; Mr. Slusher has acquired the necessary funding to do so and submitted a letter requesting the repurchase of the property. The repurchase price covers all county expenses plus interest on the unpaid taxes for a total of \$23,900.

Mr. Slusher explained that significant medical and dental expenses pushed him into these circumstances; he has lived in the house for 35 years.

Chair Kramer commented that this is a win-win for both the citizen and the County.

{{Vice-Chair Hege moved to approve the QuitClaim Deed to release unto Jim Slusher the property located at 1811 East 12th Street, The Dalles, Oregon. Commissioner Schwartz seconded the motion which passed unanimously.}}

Discussion List – Subdivision Plat (attached)

Commissioner Schwartz asked why this item is being brought at the last minute with no advance information. Ms. Amery replied that the plat was just finalized and explained that the Board signatures are a formality once the work has been done by the Surveyor and Assessor.

Vice-Chair Hege added that it really is a formality; it is a city process but because it is a plat it comes to the Board of Commissioners. The Board really doesn't have the authority to deny it but it does require County signature as it is the County that records the plat.

Discussion List – Cap & Trade Letter

Commissioner Schwartz disclosed that she and Chair Kramer had a conversation regarding this issue prior to learning about Vice-Chair Hege's request to send a letter stating the County's views on this legislation. Chair Kramer added that he had spoken to others around the state and was providing information regarding the bill to Commissioner Schwartz.

Vice-Chair Hege noted that Commissions do take positions on a variety of issues; this is not an unusual event. He said that this is not an opposition letter but he can see where it might be perceived as such. He said that the intent is to address the concerns with the bill as written and the potential impact on our local businesses. He said that oftentimes the challenge is the differences between rural and urban outlooks. He stated that what we want is to have them look at specific items in the bill and how they will affect our communities. He said he thinks the letter can be reworked to be more clear and neutral.

Commissioner Schwartz read the following statement into the record:

I don't agree with the Cap and Trade letter submitted by Commissioner Hege. In the interest of time, I have prepared the following statement:

I think we are in agreement that HB 2020 needs some work to take into consideration the unique needs of our rural community. However, the tone

of the current letter emphasizes potential negatives and opposition. The reality is that HB 2020 is going to pass, public input has been given and now is the time for us to be specific about what considerations we need to advocate for. The window to do this is closing; time is of the essence not only because of the legislative process but also because of what science tells us in regards to the effects of climate change. So, if we are going to send a letter, let's send one in the spirit of cooperation. I like what Senator Bentz was quoted as saying (Capitol Press, December 2018) "Stop with the outrage and stop the screaming" "Let's figure out how to make this situation work for us..." In that light, I would advocate for the following specific changes in the bill:

1. Short term fuel credits for rural residents (that will give us some time to assess the real impact of higher fuel costs).
2. Strengthen the bill's language to assure that rural communities are considered "impacted communities" so we are first in line for projects funded by climate investment funds.
3. Encourage the committee to give strong consideration to the Association of Oregon Counties' principles for Cap and Trade Legislation (attached).

She said that if you read the bill, language is not specific enough to clearly identify rural communities as impacted. She added that the Association of Oregon Counties has developed eleven heavily-vetted principals for this issue.

Both Chair Kramer and Vice-Chair Hege concurred with Commissioner Schwartz's comments. Chair Kramer commented that he does not like that the director will have the authority to make most of the decisions with no oversight. Commissioner Schwartz stated that she talked to the Governor's Energy Policy Advisor who was very open to discussing that issue.

Chair Kramer said that he spoke to Representative Williams who predicted that the bill will pass but there will be many amendments to it.

Debbie Ferrar said that she appreciates the comments made by the Commissioners. She commented that we also have an opportunity for benefits from this legislation and the letter does not recognize that – family wage jobs, selling carbon credits and a limitation to future carbon fuel costs, to name a few. She pointed out that the legislation needs to have an impact in order to incentivize

industry and citizens to move away from carbon fuels.

Ms. Ferrar went on to say that she disagrees with the math in the letter, saying that much of the vehicle operation cost outlined has nothing to do with the bill and sites vehicles that are costly to operate without noting lower cost alternatives. She added that while the letter notes the “failure” of cap and trade in California, not everyone sees it as a failure; she quoted a number of national publications, including the LA Times and Forbes, that hold it out as a successful, if imperfect, program.

Ms. Ferrar concluded by saying that we must recognize the cost of inaction; those costs are now occurring due to climate changes. She reviewed reports from a number of organizations citing crop losses and other negative impacts of climate change.

Bruce Schwartz applauded the Board’s decision to revamp the proposed letter. He stated that cap and trade does work because it puts tax on carbon and allows the market place to sort it out. He said that the only other way carbon use can be reduced is through federal regulation which no one wants. He observed that voluntary reduction has not worked.

Diane Bonham asked if this letter will then become County policy. She said that so many will do poorly over the long-term if we don’t do something now. She added that renewable is now cheaper than carbon.

Mr. Stone responded that the policy will be determined by the house bill and is not in the purview of the County.

News reporter Caleb Lindquist asked if the County has an official stance on the legislation. Chair Kramer responded that there is not an official stance at this time.

Vice-Chair Hege stated that we have been told for a long time that the bill will pass; what we are doing now is making sure we have input on the bill. He said we try to make sure that the legislature knows how legislation will impact our citizens; the letter is not policy, it is just commenting without expressing support or opposition.

Ms. Ferrar asked how the public will know what letter, if any is sent. Chair Kramer responded that it will come back to the Board in a public session. Vice-Chair Hege

added that letters are consensus items and do not come to a vote. He said that he appreciates the public involvement and is glad that people are watching.

John Nelson said that he appreciates the Board's willingness to change the letter. He stated that he thinks it is important that rural communities are recognized. He said that one of the things we are already doing is working on fixed transit stations in The Dalles which will use less fossil fuels. We are also making a transit route more reasonable to get to Portland. He suggested that we also need to put money into managing the forests and understanding how fires impact grasslands and agriculture – defensible spaces are important.

Agenda Item – Road Vacation Petition

Public Works Director Arthur Smith said that in 2005 Mr. Habberstad submitted a similar petition that was not supported by the Public Works Director and so he did not pursue it. In 2008, he submitted the petition again and asked that it be taken to the Board; his request was denied by the Board. He has resubmitted now and would like it to be reconsidered.

Commissioner Schwartz asked if a traffic count will take place. Mr. Smith replied affirmatively. Commissioner Schwartz asked if doing that at this time of year will yield accurate results. Mr. Smith responded that he has historic numbers for all county roads.

{{Commissioner Schwartz moved to approve Order 19-071 directing the Public Works Director to prepare a report on the proposed vacation of Davis Cut-off Road, located in Sections 28 and 29, Township 1 North, Range 14 East, Willamette Meridian; lying east of U.S. Highway 197 and west of Lower Eight-Mile Road and being approximately 0.82 miles in length. Vice-Chair Hege seconded the motion which passed unanimously.}}

Agenda Item – ODOT Weed Control Contract

Mr. Smith stated that our Weed Department provides noxious weed control for ODOT and has for many years. They would like to renew that contract. He said that he has spoken to the Weed Master who has assured him that he will be here to fulfill the terms of this agreement; this will be the last of his tenure. He said that it is a 3-year contract for \$300,000.

{{Vice-Chair Hege moved to approve IGA 33065 between Wasco County and the Oregon Department of Transportation for weed control services along

various state highways under the jurisdiction and control of the Oregon Transportation Commission. Chair Kramer seconded the motion which passed unanimously.}}

Mr. Smith stated that at this time of the year his crews are usually prepping for road maintenance, not plowing and sanding. Vice-Chair Hege asked how the overtime is for his crew. Mr. Smith replied that since December and January were so mild, the overtime for February is still within the budgeted amount. He went on to say that dry snow is difficult – there are miles of roads where the snow drifts back across the road right behind the plow.

Vice-Chair Hege commented that the road crews do a great job – he said that he has not come out a single time where the road has not been in great condition and they try to not plow people in.

Agenda Item – VSAC Updates

Mark Fortin, Veterans Services Advisory Committee (VSAC) Chair, reviewed handouts (attached) provided to the Board. Vice-Chair Hege asked if the retro-payments listed in the table are ongoing monthly payments. Veterans Service Officer Russell Jones replied that they are one-time payments retro-active to the date of claim filing. Vice-Chair Hege asked if the volunteer hours include the members of the VSAC. Mr. Fortin answered saying that they are not included as the amount of time would be nominal. He added that volunteers do not have to be veterans or veteran's family members. He said that the meetings are open to the public and invited the Commissioners to attend.

Mr. Fortin continued by saying that they are always trying to get more veterans into the office for services. They are working on an onscreen public service announcement to be shown at the local theater and working with Jennifer Rose and the Public Safety Council to provide housing for homeless veterans. He announced that the Veterans Museum will reopen this month. Robert Larsell, VSAC member, added that the focus of the theater ads is suicide prevention. Mr. Jones said that there have been a number of local veteran suicides and his office is doing outreach at the local community college and the Warm Springs Tribe. He reported that he went to Warm Springs in January, seeing eleven veterans and filing three claims.

Mr. Jones went on to say that the Veterans Administration has revamped their claims system – eventually it will be an improvement but right now there is a lot of

confusion that is slowing the process. He stated that he just recently won a claim that provided a \$100,000 retroactive payment and a monthly increase for a veteran.

Mr. Stone commented that these numbers and reports appear fairly routine to us because we have become accustomed to this level of service and success. He stated that we have one of the highest performing Veterans service Offices in the State – our office is held up as a model. You don't see this level of commitment in other communities.

Commissioner Schwartz stated that she is one of the volunteers at the Veterans Service Office. She said she has been very impressed with the level of knowledge held by our Veterans Service Officers for a very complicated process. She said it seems as though the main purpose of the Veterans Administration is to not help veterans as the process is so difficult.

Vice-Chair Hege noted that much of the new funding for Veterans Services has been for outreach efforts. He asked if there are other ways to accomplish that. Mr. Jones replied that they maintain a Facebook page which has been very successful as have been the challenge coins. Mr. Fortin said that they also run public service announcements on the radio and in the local paper. In addition, Mr. Jones does a monthly radio interview to talk about services.

Agenda Item – SWAC Rate Increase Recommendation

North Central Public Health District Environmental Health Specialist Supervisor John Zalaznik reviewed the rate increase request submitted by the Wasco County Landfill saying that it is a pass-through increase from the Department of Environmental Quality. He explained that it is the second of a two-part increase in fees from the DEQ. He reported that the Solid Waste Advisory Committee met yesterday and is recommending approval of the increase.

Commissioner Schwartz asked how often this happens. Mr. Zalaznik replied that the first part of this increase came through in 2016 and again now. Chair Kramer said that we may or may not see this again.

Vice-Chair Hege suggested that they add the word “ton” to the numbers listed to make it more clear to the public.

{{Vice-Chair Hege moved to approve Order 19-073 approving rate increases

for the Wasco County Landfill. Commissioner Schwartz seconded the motion which passed unanimously.}}

Chair Kramer stated that the waste hauler has elected not to pursue an increase at this time.

Discussion Item - Appointments

Ms. White explained that for some time there have been two vacancies for Wasco County representatives on the North Central Public Health District's Board. The Board of County Commissioners recently filled one of those vacancies with the appointment of Celeste Hill-Thomas. The appointment of Taylor Steen, if approved, will complete the NCPHD Board. There is still a vacancy for a Wasco County representative on the NCPHD Budget Committee.

{{Vice-Chair Hege moved to approve Order 19-070 appointing Taylor Steen to the North Central Public Health District's Board of Health. Chair Kramer seconded the motion which passed unanimously.}}

Ms. White explained that when the Wasco County Statewide Transportation Improvement Funds (STIF) Advisory Committee was formed, it was determined to be most efficient to appoint the members of the Special Transportation Fund (STF) Committee to serve as both the STIF and STF members. Elwin Grout has been a long-time member of the STF and is moving out of the area. He resigned from the STF but overlooked the STIF resignation which left us unable to fill that position although Mr. Grout has not been attending meetings in the last few months. MCEDD staff was able to reach Mr. Grout who has now submitted his resignation from the STIF. Rita Rathkey has already been appointed to the vacancy on the STF Advisory Committee; this appointment will now place her on the STIF Advisory Committee to fill the vacancy.

{{Commissioner Schwartz moved to approve Order 19-074 appointing Rita Rathkey to the Statewide Transportation Improvement Fund Advisory Committee. Vice-Chair Hege seconded the motion which passed unanimously.}}

Agenda Item – Special Transportation Funds Grant Applications

Mid-Columbia Economic Development District Deputy Director Jessica Metta stated that there are two grant processes currently open to which they will apply for transportation services. Wasco County is the eligible applicant as MCEDD

provides transportation services on behalf of the County. She went on to say that both grants target senior and disabled services; one has no match requirement. She reported that the STF met and approved both grants and recommend approval by the Board of Commissioners. She explained that the 5310 grant is a federal fund requiring a match; historically, city contributions, vendor contracts, medical transportation payments and other grants have been used as matching funds. She said that they also use these funds to help with the maintenance of the fleet.

Vice-Chair Hege asked what the current status is for the match. Ms. Metta replied that they have asked the City of The Dalles for an increase in their funding. The City funding has been secure for a number of years and the vendor contracts are all in place.

Commissioner Schwartz asked if Ms. Metta sees any trouble in meeting the match. Ms. Metta replied that she does not.

*****The Board was in consensus for MCEDD to move forward with the grant applications for transportation services.*****

Agenda Item – Tobacco Prevention

North Central Public Health District Tobacco Prevention Specialist Hayli Sharp reviewed the flyers included in the Board Packet. She reported that of all the tobacco products being used by teens, 78% is the new items including vaping. She said that the delivery systems are very small and easily concealed – some look like usb drives; some fit in a dry erase marker. She stated that it is being seen in both the middle school and high school and products can be obtained through the internet. She said that regulations cannot keep pace with the innovations in the market and there is not enough data to know what the long-term effects will be. She said that many of the kids are not even aware that they are using a tobacco product. She said that while there is currently no retail licensing, that is something that can be done at a local level.

Ms. Sharp went on to say that she is working with County Prevention Coordinator Debby Jones – partnering on marijuana issues. Right now they are focusing on Bill 639 which supports marijuana lounges. She stated that the bill flies in the face of the indoor clean air act. She said she is also working with the Blue Zones – the City has recently expanded their no smoking area to 25 feet.

Ms. Sharp reported that we have 25 known retailers in town; a lot of the vaping items are being used for marijuana. She said that we need to spread awareness and change the norm. While the kids know what it is, many of the adults do not. Addiction at an early age is very difficult to break.

Ms. Sharp stated that we are also learning more about the hazards of third-hand smoke and she expects more on that in the near future. She concluded by saying that cigarette use in Wasco County is at a much higher rate than the rest of the state.

Discussion Item – Finance Report

Finance Director Mike Middleton reviewed the report included in the Board Packet. He said that revenues are good; interest is coming in higher than budgeted. He said that he is doing the interest entry monthly although the requirement is only for an annual entry.

Commissioner Kramer asked about the marijuana revenue. Mr. Middleton replied that since it is a relatively new source of income, they had to guess at the budgeted amount. We budgeted for \$50,000 and are on-track for \$80,000 this fiscal year.

Vice-Chair Hege asked about the video poker funds being in with all other funds revenues including special economic development. Mr. Middleton explained that while it is one fund, each stream of revenue has its own code.

Agenda Item – Budget Adjustment

Mr. Middleton explained that this is related to the transition of Building Codes to Wasco County. The Building Codes program collects the Construction Excise Taxes (CET) which are passed on to the School Districts. The State, in their interim capacity running the program for Wasco County, did not want manage the CET funds. Since we did not know we would be taking this program when the budget was drafted we did not recognize the CET funds in our budget. This resolution will address that and allow us to move forward with the distribution of those funds.

{{{Vice-Chair Hege moved to approve Resolution 19-002 increasing appropriations and revenues within a fund. Commissioner Schwartz seconded the motion which passed unanimously.}}}

Agenda Item – QLife Audit

Mr. Middleton reported that the QLife Audit was presented to the QLife Board last week. It is brought to the City of The Dalles and Wasco County as the intergovernmental governing bodies for awareness. He said that it was a clean audit with one hiccup; after the audit a number of invoices were found and paid. The auditors were notified and did not see it as a finding. He said that they did comment on the timeliness of reconciliations which has been resolved.

Commissioner Schwartz asked if we have staff for QLife. Vice-Chair Hege replied that Mr. Stone, the Administrative Services Office Manager Stephanie Krell and Mr. Middleton run it; QLife pays the County for those services.

Chair Kramer pointed out that the audit only lists four directors on the QLife Board. Vice-Chair Hege responded that as of last week, two more directors have been appointed – Lee Weinstein and Rod Runyon.

Discussion Item – Grant Participation Resolution

Ms. White explained that a joint resolution has been passed by and submitted on behalf of Wasco, Gilliam, Sherman, Wheeler, and Hood River Counties to have Wasco County act on behalf of the five counties to manage the Community Dispute Resolution Grant process. The next step is a Joint Participation Resolution which starts the process toward the selection of a grantee by the Boards/Courts of the participating counties after which Oregon Office for Community Dispute Resolution will enter into a grant agreement with the selected Grantee.

{{Vice-Chair Hege moved to approve the Joint Resolution to participate in funding activities of the Oregon Office for Community Dispute Resolution. Commissioner Schwartz seconded the motion which passed unanimously.}}

Consent Agenda – 2.6.2019 & 2.13.2019 Minutes

{{Vice-Chair Hege moved to approve the consent agenda. Commissioner Schwartz seconded the motion which passed unanimously.}}

Agenda Item – Executive Session pursuant to ORS 192.660(2)(h)

Chair Kramer recessed from the regular session at 11:20 a.m. to open an Executive Session and explained the process.

The regular session resumed at 11:52 and recessed to 12:15 when a work session

commenced in Room B08 (the Deschutes Room) of the Court House

Work Session

FIRST FLOOR REMODEL

Facilities Manager Fred Davis provided preliminary drawings for the court house first floor remodel. He said that we are still well within budget for the architectural phase of the project. Discussion ensued regarding the access to the Sheriff's Offices and to the Commissioners. It was suggested that the large meeting room adjacent to the board room and storage room have movable walls to allow for expansion of the room which could then be used for public hearings and county events. Further discussion ensued regarding the options for security of the building with several ideas being discussed including building out an entrance near the elevator that would have security staff and closing all other entrances to the building. Commissioner Schwartz suggested that we engage a consultant for the security issues.

Vice-Chair Hege asked that Mr. Davis determine how much space the Sheriff's Office currently has and how much they will have after a remodel. He suggested that we have a meeting with some of the Sheriff's staff and Administrative Services staff to get their feedback on the design.

The general consensus was that the design is good and just needs some details addressed for security, access to the Sheriff's Office and flexibility for the meeting room/board room.

ALL-STAFF TRAINING DAY

Ms. White explained that the agenda includes opening remarks by the Board and asked if they each wanted to speak or just have one represent them. It was determined that Chair Kramer would deliver the opening remarks.

MAUPIN FUNDING REQUEST

Chair Kramer referenced a recent email (attached) from Maupin Mayor Lynn Ewing requesting funding support from Wasco County for their library project. Mr. Stone suggested that the Board authorize funding in the amount requested (\$50,000), pointing out that the MCCOG closure just brought \$100,000 into the general fund. Chair Kramer commented that he sees this as a value to the County.

Discussion ensued regarding public perception of the County as a granting agency or as playing favorites in funding some projects over others.

Commissioner Schwartz stated that if the County is going to provide this funding she wants it to be in the regular portion of the session rather than the work session. She said that she would be more comfortable limiting this to the \$100,000 just received from the MCCOG closure rather than the larger pool of abatement funds; those funds should have a process established for use and/or distribution.

Chair Kramer said that a process is being developed and will be brought to the Board and City Council when it is completed. Mr. Stone added that in reality, most of the abatement funds for the next three and a half years have already been committed to the community college skills center project. He encouraged the Board to make a decision regarding this request rather than continuing to defer to future meetings.

Chair Kramer pointed out that the Economic Development Commission works on behalf of the County and has this project fairly high on their list of priorities. He said that he and Mr. Stone will work out some options and bring them back to the Board for consideration.

LEGISLATION

Mr. Stone reported that the liability cap on mass gatherings passed out of committees and the law library bill is moving along.

County Assessor Jill Amery said that there are efforts to level the playing field for property tax exemptions among veterans and public safety officers. It was put forward previously as an option for Counties and Wasco County chose not to adopt the additional exemptions for public safety officers. She said that we are playing catch up for counties in funding and cannot keep giving exemptions. She suggested that any subsidy for public safety officers should be funded at the federal level as the counties cannot afford it.

Ms. Amery mentioned that her group is letting the senior deferral bill ride and will ask for an amendment later. She added that eventually, they will be able to release value data for abated properties.

Ms. Amery reported that the Oak Springs solar project has been approved and is

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MARCH 6, 2019
PAGE 15

one of twenty pilot programs in the state. She said that they will still need to make an application to the County; there were a lot of contingencies attached to the approval.

Commissioner Schwartz said that she is watching the oil bills; there is one put forward by the governor that requires trains to pay only 15% of the cost of spills. Other oil bills are more robust.

Vice-Chair Hege said that the CCO 2.0 has a lot to do with mental health; Center for Living will be following that.

NORCOR BUDGET

Commissioner Schwartz reported that at the last NORCOR Board meeting, Sheriff Lohrey talked about all the capital improvements needed on the adult side of the facility and a five-year plan at a cost of \$758,000. She said at this point, they have nothing budgeted. Mr. Stone said that he heard they would be asking counties for more money although the NORCOR Board has previously said there would be no increases for two years. He added that Community Corrections is asking for \$258,000 back into their budget from their NORCOR funding; that, combined with capital improvements, would be a huge hit to the County budget. Vice-Chair Hege commented that Hood River County simply cannot meet any request for an increase; if they were to pull out, that would be an additional burden on the other partner counties.

Further discussion ensued regarding core services for NORCOR and their funding structure. Commissioner Schwartz said she would pursue the matter further.

BUILDING CODES

Vice-Chair Hege said that the other MCCOG counties need to think seriously about whether or not Wasco County will be a good provider of Building Codes services for them; we cannot subsidize their programs and will have to charge them actual costs for traveling to remote locations.

Mr. Stone said that he is talking to Jefferson County, currently providing services on behalf of the State for Young Life projects, as well as Hood River and the State for back-up services that will help when we are short-staffed due to illness, vacation or vacancies.

Vice-Chair Hege asked if we have brought on any staff. Mr. Stone replied that we are interviewing today for and April 1st start date for two permit technicians. Vice-Chair Hege asked what the revenue source will be for the staff. Mr. Stone stated that we have asked the State to transfer \$250,000 from the program to Wasco County to cover salaries, cars, furniture, computers, etc. He said that he and Mr. Middleton have put together a preliminary budget for the program but the numbers are very soft at this point.

Further discussion ensued regarding the viability of the program for Wasco County with Mr. Stone commenting that we are on the borderline of whether or not it makes sense for the County to run the program. He cautioned that if we take on the other counties, they will never be able to pay for the cost of the services – we would have to subsidize them. He pointed out that the State fee schedule is already lower than ours. He added that the state takes a surcharge from every program in the state – we are basically subsidizing the State as is every other city or county building codes program in the state.

Commissioner Schwartz asked about the reserves. Mr. Stone said that the State has provided a recommended distribution based on permit activity from 2013 forward. He observed that if the other counties go with the State, they will not need those reserves as they won't have a program. Commissioner Schwartz asked if we will be working with the other counties on the reserves. Vice-Chair Hege replied that it will be part of the discussion he has with them.

The session was adjourned at 3:45 p.m.

Summary of Actions

MOTIONS

- **To approve the QuitClaim Deed to release unto Jim Slusher the property located at 1811 East 12th Street, The Dalles, Oregon.**
- **to approve Order 19-071 directing the Public Works Director to prepare a report on the proposed vacation of Davis Cut-off Road, located in Sections 28 and 29, Township 1 North, Range 14 East, Willamette Meridian; lying east of U.S. Highway 197 and west of Lower Eight-Mile Road and being approximately 0.82 miles in length.**
- **To approve IGA 33065 between Wasco County and the Oregon Department of Transportation for weed control services along various state highways under the jurisdiction and control of the Oregon**

Transportation Commission.

- **To approve Order 19-070 appointing Taylor Steen to the North Central Public Health District's Board of Health.**
- **To approve Order 19-074 appointing Rita Rathkey to the Statewide Transportation Improvement Fund Advisory Committee.**
- **To approve Resolution 19-002 increasing appropriations and revenues within a fund.**
- **To approve the Joint Resolution to participate in funding activities of the Oregon Office for Community Dispute Resolution.**
- **To approve Resolution 19-001 increasing the General Fund Planning and Decreasing the General Fund Contingency by \$33,000 to support the transition to direct control of the Building Codes program.**
- **To approve Order 19-073 approving rate increases for the Wasco County Landfill.**
- **To approve the Joint Resolution to participate in funding activities of the Oregon Office for Community Dispute Resolution.**
- **To approve the Consent Agenda – 2.6.2019 Regular Session Minutes and 2.13.2019 Special Session Minutes.**

CONSENSUS ITEMS

- **For MCEDD to move forward with the grant applications for transportation services.**

Wasco County
Board of Commissioners

Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



MEMORANDUM

SUBJECT: ORMAP Application

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 3.14.2019

BACKGROUND INFORMATION:

Since 2016, the County Surveyor's Department has been engaged in a remapping project supported by State Grant funding. The program cycles through on a 6-month rotation for the on-the-ground data collection and remapping. The Board has seen a number of these applications which are identical with the exception of the areas designated for work each time. The applications do not require Board signatures and are followed by grant agreements which do require Board signature.

In the interest of efficiency for both staff and the Board, going forward I will be placing the application on the consent agenda so that the Board is aware of the process. The grant agreement will then be placed on the regular agenda accompanied by a full-report from the Surveyor's Department regarding program progress.

ORMAP Grant Application

Section I. County and Grant Information			
A. County: Wasco		B. Funding Cycle: Spring 2019	
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: \$90,984	
Section II. Summary of Project			Department Assessment
A. Brief Overview of the Request			<input type="checkbox"/> Pass <input type="checkbox"/> Fail
Wasco County is seeking \$90,984 to remap 1500 taxlot polygons and capture 288 control points to continue the conversion of Wasco County tax maps to meet ORMAP technical specifications. This is the 7 th phase of a multi-year project.			
Scope and Deliverables			
Check	Deliverables	Brief description of the deliverables	
X	Tax Lot Conversion	1500 polygons in 1N 13E Sections 2-11	
X	Tax Map Conversion	Index maps in 1N 13E Sections 2-11 containing 1500 polygons	
X	Control Points	288 control points collected by the Surveyor in preparation for County remapping of 1S township	
<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)			
December 31, 2019			
C. Total Costs of Project (add lines as necessary)			
Deliverable	Number of Items	Cost per Item	Total Cost
Control Points	288	\$118	\$33,984
Tax lot remapping	1500	\$38	\$57,000
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	\$6000		
Total Match	\$6000		
E. Assessor's Signature & Date:	3.13.2019		
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 1500 polygons (using control points captured in the Spring 2017 & Fall 2017 grants) and collect an additional 288 control points in preparation for continuing the remapping in follow-on grants. At the completion of the entire project all Wasco County taxlots will meet ORMAP technical specifications consistent with Goal 6.

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

Remapping of 1N 13E Sections 2-11 that had control points gathered in the Spring 2017 & Fall 2017 grant cycles.

Capture of 288 control points in Township 1S Range 11E, 12E, 13E, 14E, 15E and 16E (72 index maps and 1,117 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: 100% Complete

Spring 2018: Expected completion date June 2019

Fall 2018: Expected completion date December 2019

See attached Wasco County ORMAP Status Map Spring 2019

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 1500 polygons meeting ORMAP technical specifications and Oregon Department of Revenue cartographic specifications.

288 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 2019 with completion in June 2020.
- 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 - \$33,984 (Grant)
Lane County remapping - \$57,000 (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 7th 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	3,375	20.5%
Tax Maps	665	96	14.4%

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 seventh 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 at no cost and sold to all other parties.

E. Background Information

Any other information that you feel may help support the project.

This project continues Wasco County on the path to having all of its tax lots meet ORMAP specifications. It is forecast to take approximately 4 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 any issues with the collection of additional control points will not hold up Lane County Information Services. In addition, 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 township 1South.

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, 2019, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Signature: _____

Nichole Biechler

Printed Name: Nichole Biechler Title: Wasco County 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



AGENDA ITEM

MARINE PATROL IGA

[STAFF MEMO](#)

[HOOD RIVER/WASCO COUNTY MARINE PATROL IGA](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Sherman/Wasco County IGA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LANE MAGILL

DATE: 2.12.2019

BACKGROUND INFORMATION:

Due to a shortage of manpower at the Sheriff's Office, our agency will be contracting with the Hood River Sheriff's Office for marine patrol services. Please note that Wasco County will only be contracting with the Hood River Sheriff's Office and not employing additional staff. This agreement is based on one recommended by the Oregon State Marine Board.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE WASCO COUNTY AND
HOOD RIVER COUNTY FOR MARINE PATROL SERVICES**

THIS AGREEMENT is between Hood River County, a municipal subdivision of the State of Oregon, hereinafter referred to as the "Hood River County", and Wasco County, a municipal subdivision of the State of Oregon, hereinafter referred to as "Wasco County" for marine patrol services.

WHEREAS, Hood River County and Wasco County have geographical boundaries either bordering on or encompassing navigable waters and, thus have the authority to police these waters; and

WHEREAS, Hood River County has established and maintains a marine patrol service on the waters within Hood River County's jurisdiction which can also service the waters under the authority of Wasco County;

NOW Therefore, Hood River County and Wasco County hereby agree as follows:

1. Authority. Wasco County confers municipal police authority on Hood River County officers engaged pursuant to this Agreement to enforce State law and Wasco County ordinances within Wasco County waters for the purposes of carrying out this Agreement.

2. Assistance and Patrol. Through its marine patrol unit, Hood River County may provide assistance to the Wasco County Sheriff Office upon request, and may patrol waters under the authority of Wasco County for the purposes of enforcing applicable laws and ordinances, promoting boating safety, and preventing law or safety violations, including responding to emergency complaints in accordance with standard emergency dispatch.

3. Payment. Wasco County agrees to pay Hood River County on a fee-for-service basis at the rate of the full employer costs (equivalent hourly wages plus benefits), plus vehicle mileage at the current rate designated by the Internal Revenue Service for tax purposes. Hood River County will supply monthly invoices for all hours worked and mileage to be reimbursed. Wasco County will pay invoices received within 30 days of receipt. Unless expressly agreed in advance, no payment shall exceed funding allotted to Wasco County by the Oregon State Marine Board. Wasco County shall use its best efforts to track such costs and schedule services accordingly.

4. No Duty to Patrol or Provide Assistance. Hood River County Marine Patrol Unit shall have the primary interest of patrolling its own waters, and shall not be liable for, or be considered to be in breach of or default under this Agreement on account of any delay in or failure to perform any obligation under this Agreement.

5. Independent Contractor. The parties to this Agreement agree that Hood River County is acting as an independent contractor and controls all marine patrol personnel, including standards of performance and discipline. All persons rendering marine patrol services under this Agreement shall be for all purposes employees of Hood River County.

6. Indemnification.

a. In executing this agreement, Hood River County does not assume liability or responsibility for or in any way release Wasco County from any liability or responsibility, which arises in whole or in part from the existence, validity or effect of Wasco County ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, Wasco County shall defend the same at

its sole expense and if judgment is entered or damages are awarded against Wasco County, Hood River County, or both, Wasco County shall satisfy the same, including all chargeable costs and attorney's fees.

b. Hood River County shall indemnify and hold harmless Wasco County and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of Hood River County, its officers, agents, and employees in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against Wasco County or Wasco County and Hood River County, Hood River County shall defend the same at its sole cost and expense; and if final judgment be rendered against Wasco County and its officers, agents, and employees or jointly against Wasco County and Hood River County and their respective officers, agents, and employees Hood River County shall satisfy the same.

c. Wasco County shall indemnify and hold harmless Hood River County and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of Wasco County, its officers, agents, and employees in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against Hood River County or Wasco County and Hood River County, Wasco County shall defend the same at its sole cost and expense; and if final judgment be rendered against Hood River County, and its officers, agents, and employees or jointly against Hood River County and Wasco County and their respective officers, agents, and employees Wasco County shall satisfy the same.

d. If a claim is made that both parties are responsible for all or a portion of damages alleged to have been sustained as a result of acts or omissions of the parties hereto, then the above referenced indemnity and hold harmless provisions shall apply only to the extent of the proportion of liability attributable to the indemnifying party. If liability is not or cannot be apportioned, then the parties shall be responsible for their own costs and attorneys fees incurred in the matter and shall indemnify and hold the other party harmless for one half of any amount awarded by the Court or other decision making body with jurisdiction as a result of the alleged acts or omissions.

7. Contract Administration. The parties do not by this Agreement create any separate legal or administrative entity. The Sheriff of each party shall be responsible for administering the terms of this Agreement. The parties do not intend to jointly own any real or personal property as part of this undertaking.

8. Duration. This Agreement is effective upon authorization and signature by both parties. The contract period shall continue until December 31, 2019. This Agreement shall automatically be renewed on a calendar year basis unless written notice of termination is given by either party by the proceeding November 30th of any such year.

9. Termination. Either party may terminate this Agreement at any time upon thirty days (30 days) written notice to other party.

10. Amendment and Waiver. This Agreement may be amended by mutual written agreement of the parties. No waiver by any party of any term or condition of this Agreement shall be deemed or construed waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.



MOTION

SUBJECT: Hood River/Wasco County Marine Patrol

I move to approve the Intergovernmental Agreement between Wasco County and Hood River for Marine Patrol Services through December 31, 2020.



AGENDA ITEM

REVISED WELLNESS POLICY AND ACTION PLAN

[STAFF MEMO](#)

[WELLNESS POLICY](#)

[ACTION PLAN](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Wellness Policy

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FRITZ BACHMAN

DATE: 1.29.2019

BACKGROUND INFORMATION:

The Wellness Committee voted to approve a very slight change to the Wellness Policy . The changes are:

- Instead of saying we meet “on a quarterly basis” that we meet on “at least a quarterly basis”. Our meetings are usually monthly.
- Language that states that the Management Team supports “Permitting Wellness Committee Members to attend wellness meetings and events, and to work on projects assigned by the Wellness Committee during working hours.”

As part of the updated policy, I am also presenting our recently updated Action Plan.

In addition to the new policy, I would like to publicly recognize past members of the Wellness Committee who put in significant time and effort to get us where we are today:

- Arthur Smith
- Debby Jones
- Adam Fourcade



Wasco County Workplace Wellness Policy

Although Wasco County is rich with beautiful, scenic places and has diverse resources, we recognize that our most valuable asset is *our people*.

As we serve the citizens of the County, we know that achieving our objectives successfully depends on the wellbeing of our employees.

We acknowledge that the key elements of workplace wellness include the physical and cultural environments as well as the policies, practices and procedures that guide our work. We recognize that a healthy workforce results in a happier and more productive workforce with less absenteeism, fewer accidents, lower health care demands and greater overall savings by reducing the incidence of disease and disability.

Wasco County is committed to providing a healthy workplace that values and enhances the health and wellbeing of our employees by implementing a workplace wellness program.

1. Policy Statement

Wasco County is committed to ensuring that work practices, the work environment and workplace culture will value, enhance and protect the health and wellbeing of our employees.

2. Scope

Our workplace wellness policy outlines how Wasco County supports the health and wellbeing of all our employees and aligns with health and safety policies and guidelines, countywide.

3. Goals and Objectives

The workplace wellness policy provides the foundation for activities, work environments, policies and practices that support the health and wellbeing of all employees. It is our hope that positive outcomes will extend beyond employees to result in better health for families and the community.

Wasco County encourages healthy lifestyles and workplace wellness by supporting:

- Participation in wellness activities and in a workplace wellness program;
- Efforts to adopt and maintain healthy behaviors;
- Seeking feedback to ensure that workplace wellness strategies meet the needs of the workforce;
- Educational resources/classes that promote exercise, good nutrition and healthy lifestyles;
- Voluntary participation in health screenings that help identify and reduce health risks;

- The inclusion of healthy food options in the workplace; and
- Encouraging walking, stretching, or other physical activity to reduce stress and promote overall health.

For more information, contact Human Resources.

4. Responsibilities

Senior Management Team / Management Team

Wasco County's senior management will strive to enhance the wellness of employees by:

- Recognizing the value of employee health;
- Encouraging workplace environments and systems that are supportive of employee wellness;
- Providing opportunities for employees to participate in wellness activities;
- Encouraging employee participation in the wellness program;
- Contributing ideas and expertise to the work of the Wellness Committee or wellness representatives; and
- Permitting Wellness Committee Members to attend wellness meeting and events, and to work on projects assigned by the Wellness Committee during working hours.

Human Resources Department

Wasco County's Human Resources Department will do all it can to enhance the wellness of employees by:

- Ensuring that the health and welfare of employees is valued;
- Contributing to workplace environments and systems that support employee wellness;
- Encouraging opportunities for employees to participate in wellness activities;
- Reviewing, revising, and developing human resources policies that support workplace wellness in consultation with the Wellness Committee or wellness representatives; and
- Attending CIS benefits open meetings in person or via webinar.

Workplace Wellness Committee

Wasco County's workplace Wellness Committee and representatives will strive to enhance the wellness of employees by:

- Encouraging long-term commitment to workplace wellness;
- Assessing employee and workplace needs;
- Developing, implementing, and evaluating wellness strategies in consultation with employees and management;
- Seeking and valuing employee contributions to the wellness program; and
- Meeting on at least a quarterly basis.

5. Workplace Wellness Program

A workplace wellness action plan will identify Wasco County's wellness goals, objectives and strategies. The Wellness Committee will review the action plan at least every two years.

6. Policy Review

Wellness Committee representatives, in conjunction with management and Human Resources, will review the policy at least every two years.

APPROVED this 20th day of March, 2019

WASCO COUNTY BOARD OF COMMISSIONERS

Steve Kramer, Commission Chair

Scott C. Hege, Commission Vice-Chair

Kathy Schwartz, Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel



Wellness Committee Action Plan

Introduction

Although Wasco County is rich with beautiful, scenic places and has diverse resources, we recognize that our most valuable asset is our people. As we serve the citizens of the County, we know that achieving our objectives successfully depends on the wellbeing of our employees.

Key elements of workplace wellness include the physical, mental and cultural environments as well as the policies, practices and procedures that guide our work. A healthy workforce results in happier and more productive staff with less absenteeism, fewer accidents, lower health care demands and greater overall savings by reducing incidents of disease and disability.

Mission: To improve the overall health and well-being of Wasco County employees by supporting and embracing the 100% Love Culture of Wasco County.

The Wasco County Wellness Committee is committed to providing a healthy work environment for all employees. The Wellness Committee will help to promote employee well-being by supporting and maintaining wellness initiatives aimed at physical, mental and culture wellness. Our hope is to build a strong team that encourages and respects each other and each other's goal of overall wellness. The Wellness Committee will encourage healthy lifestyle choices and practices by providing education and awareness on benefits available to all Wasco County employees.

Objectives

- Provide a work environment that supports the 100% Love culture from a wellness perspective.
- Increase knowledge of healthy alternatives and mental and physical wellbeing.
- Raise employee awareness through activities and information sessions.

Strategies

- Partner with Management Team to promote and encourage a lifestyle of wellness.
- Partner with CIS to provide educational and informative information on healthy lifestyle choices.
- Build and encourage peer support systems in the County.
- Work with Wasco County's community partners to help educate and inform employees.
- Communicate these efforts and successes of the Wellness Committee to the BOCC, the Management Team and employees of Wasco County and provide follow-up on outcomes.

Employee-Voted Priority Topics

1. Stress Management
2. Physical Activity
3. Work/Life Balance
4. Weight Management
5. Healthy Eating
6. Back Care
7. Sleep
8. Work Space Ergonomics
9. Mental/Emotional Health
10. Financial Health
11. Allergies/Asthma
12. Healthy Cooking
13. Health Insurance
14. Blood Pressure
15. Cancer
16. Smoking Cessation
17. Diabetes
18. Arthritis
19. Chemical Dependency

Monthly Focus Awareness Topic

January: National Blood Donor Month
February: Heart Health Awareness Month
March: Sleep Awareness Month
April: National Volunteer Month
May: Mental Health Awareness Month
June: National Healthy Homes Month

July: Sun Safety / Skin Care
August: Healthy Eating / Nutrition
September: County Health & Wellness Fair
October: Gorge Happiness Month
November: Depression & Suicide Awareness
December: Holiday Stress Management

Deliverables

Activity/Program Name	Resources	Timeframe
Wellness Meetings	Wellness Committee Membership	Monthly, first Tuesday @2pm
510 Worksite Wellness Program	CIS/Regence, EAP (Deer Oaks)	Ongoing
Annual Health & Wellness Fair	Wellness Committee Membership, vendors, local orgs.	September (Completed for 2018)
Reach-In Talks	Wellness Committee Membership, vendors, local orgs.	Monthly, as available
Newsletter / Communications	Wellness Committee Membership	Monthly
Adventure Walks	Wellness Committee Membership	Monthly, April-October
Community Garden	County Employees	Ongoing
Blue Zones Worksite Certification	Blue Zones The Dalles	Completed July 2018



MOTION

SUBJECT: Wasco County Wellness Policy

I move to approve the revised Wasco County Workplace Wellness Policy and Action Plan to supersede all previously adopted Wellness Policies.



AGENDA ITEM

DEPARTMENT OF CORRECTIONS SYSTEMS IGA

[STAFF MEMO](#)

[IGA #5781 BETWEEN WASCO COUNTY AND DEPARTMENT OF
CORRECTIONS](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Wellness Policy

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FRITZ BACHMAN

DATE: 1.30.2019

BACKGROUND INFORMATION:

The Department of Corrections is asking for a one-time payment from counties to support the engagement of an IT Analyst for a specific software project. The old DOC 400 software system is antiquated and limited; it will not interface with modern case management software that the state is planning to adopt. Data has to be ported over and made to work for any modernized online database system. The actual software implementation will not occur for years; this is the first step in a process.

All other counties are being asked for a proportional share; I am supportive of this effort as are most other counties.

INTERGOVERNMENTAL AGREEMENT

Agreement No. 5781

This Agreement is between the State of Oregon acting by and through its Oregon Department of Corrections (“Agency”) and Wasco County, acting by and through its Community Corrections Office (“County”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

SECTION 2: BACKGROUND AND PURPOSE

Whereas, Agency and County utilize both the Corrections Information System (DOC400) and the Offender Management System (OMS) as the primary statewide information systems for offender case management.

Whereas, there is a need to create an Application Program Interface (API) between the DOC400 and OMS so that Agency and Oregon County Community Corrections offices no longer have to enter information separately into each system.

Whereas, in order to create the API, Agency must first obtain a full needs analysis/assessment to construct a business case that will be submitted through the Stage Gate process with the Department of Administrative Services (DAS).

Whereas, Agency has the ability to contract with an IT Business Analyst (“Contractor”) to conduct the needs analysis with the county community corrections agencies and any other applicable stakeholders and prepare the business case documentation that would ultimately be submitted to DAS.

Whereas, the County agrees to pay a share of the cost for Agency to obtain Contractor services to perform a business analysis (“Services”).

Now therefore, the purpose of this Agreement is to document and describe the process for County to reimburse Agency for the cost of Services provided by an IT Business Analyst.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on the date of the last signature, and terminates December 31, 2019 unless terminated earlier in accordance with the Termination Section.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency's Authorized Representative is:

Denise Sitler
2575 Center Street NE
Salem, OR 97301
Fax: 503-373-7810
Phone (Office): 503-945-9051
denise.sitler@doc.state.or.us

4.2 County's Authorized Representative is:

Fritz Bachman, Manager
Wasco County Community Corrections
421 E 7th Street, Annex B
The Dalles OR 97058
Fax: 541-506-846-4509
Phone (Office): 541-503-2570
Email: fritz.j.bachman@cc.doc.state.or.us

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

SECTION 5: RESPONSIBILITIES OF EACH PARTY

Each Party agrees to responsibilities as described in Exhibit A, "Responsibilities of the Parties", attached hereto and incorporated herein by this reference.

SECTION 6: COMPENSATION; INVOICING AND PAYMENT

6.1 Compensation

County agrees to pay to Agency a one-time fixed fee in the amount of \$ 1,157.00 for IT Business Analyst services as described in Section 2.

6.2 Invoicing and Payment.

6.2.1 County shall submit payment in full in the amount identified in Section 6.1 to Agency within 45 days after receipt of an invoice.

6.2.2 Agency shall include Agreement number on invoice.

SECTION 7: REPRESENTATIONS AND WARRANTIES

County represents and warrants to Agency that:

- 7.1 County is organized and validly existing. County has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by County of this Agreement (a) have been duly authorized by County, (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 County'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 County is party or by which County 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 County of this Agreement, other than those that have already been obtained;
- 7.3 This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County enforceable in accordance with its terms;
- 7.4 County 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 County 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
- 7.5 County shall, at all times during the term of this Agreement, 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 County.

SECTION 8: 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 Agency or any other agency or department of the State of Oregon, or both, and 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. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: CONTRIBUTION

- 9.1** 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 10 with respect to the Third Party Claim.
- 9.2** With respect to a Third Party Claim for which Agency is jointly liable with County (or would be if joined in the Third Party Claim), Agency 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 County in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of County 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 Agency on the one hand and of 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. Agency’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.
- 9.3** With respect to a Third Party Claim for which County is jointly liable with Agency (or would be if joined in the Third Party Claim), 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 Agency in such proportion as is appropriate to reflect the relative fault of County on the one hand and of Agency 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 County on the one hand and of Agency 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. 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 10: COUNTY DEFAULT

County will be in default under this Agreement if County fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 11: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 12: REMEDIES

- 12.1** In the event County is in default under Section 10, Agency 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 termination of this Agreement under Section 14.
- 12.2** In the event Agency is in default under Section 11 and whether or not County elects to exercise its right to terminate this Agreement under Section 14.3.3, or in the event Agency terminates this Agreement under Sections 14.2.1, 14.2.2, 14.2.3, or 14.2.5, 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 Agency, for work completed and accepted by Agency 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 Agency has against 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 Agency, 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 Agency has against County. In no event will Agency be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 13.2, County shall promptly pay any excess to Agency.

SECTION 13: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9, 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 14: TERMINATION

14.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

14.2 Agency may terminate this Agreement as follows:

14.2.1 Upon 60 days advance written notice to County;

14.2.2 Immediately upon written notice to County, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

14.2.3 Immediately upon written notice to County, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

14.2.4 Immediately upon written notice to County, if County is in default under this Agreement and such default remains uncured 15 days after written notice thereof to County; or

14.2.5 As otherwise expressly provided in this Agreement.

14.3 County may terminate this Agreement as follows:

14.3.1 Upon 60 days advance written notice to Agency;

14.3.2 Immediately upon written notice to Agency, if County fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in County's reasonable administrative discretion, to perform its obligations under this Agreement;

14.3.3 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that County's performance under this Agreement is prohibited or County is prohibited from paying for such performance from the planned funding source;

14.3.4 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

14.3.5 As otherwise expressly provided in this Agreement.

SECTION 15: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, 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 Agency.

SECTION 16: AMENDMENTS

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

SECTION 17: 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 17. 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 18: 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 8, 9, 13 and 18 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.

SECTION 19: 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 20: 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 21: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 22: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 23: INTENDED BENEFICIARIES

Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. 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 24: 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. Agency may terminate this Agreement upon written notice to County after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 25: ASSIGNMENT AND SUCCESSIONS IN INTEREST

County may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by County to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to County's assignment or transfer of its interest in this Agreement will not relieve 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 26: RESERVED

SECTION 27: TIME IS OF THE ESSENCE

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

SECTION 28: MERGER, WAIVER

This Agreement and all exhibits and attachments, 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 29: RECORDS MAINTENANCE AND ACCESS

County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that Agency 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. 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, County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 30: 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 31: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A.

SECTION 32: 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 Department of Corrections

Toni Payseno, Designated Procurement Officer

Date

Wasco County, acting by and through its Community Corrections Office

Steven D. Kramer, Chair Wasco County Board of Commissioners

March 20, 2019

Date

EXHIBIT A

RESPONSIBILITIES OF THE PARTIES

1. AGENCY RESPONSIBILITIES

1.1 Agency shall enter into a Personal Services Contract with, and supervise the services of, an IT Business Analyst (“Contractor”) who shall work with stakeholders, including County to:

1.1.1. Define problem by meeting with stakeholders to interview and document data access needs and problem areas with current data access.

1.1.2. Propose opportunity of providing data more easily to stakeholders; what data is needed, frequency and format.

1.1.3. Perform a risk analysis of providing data to stakeholders and propose potential mitigation strategies.

1.1.4. Provide a technical assessment of technology that is available and an analysis of the alternatives.

1.1.5. Gather and document the business and technical requirements of all stakeholders, including data and access needs of the counties as well as architecture and security requirements and constraints for Agency, ITS and the DAS Enterprise Security Office.

1.1.6. Provide a written report to the counties summarizing all the findings.

2. COUNTY RESPONSIBILITIES

2.1 County shall provide Contractor with access to County personnel and information as needed to allow Contractor to perform services described in Section 1, above.

2.2 County shall provide payment as described in Section 6.1, page 2, of this Agreement.



MOTION

SUBJECT: Department of Corrections Software Systems IGA

I move to approve the Department of Corrections Intergovernmental Agreement #5781 to pay a share of the cost for the Department of Corrections to obtain Contractor Services to perform a business analysis.



AGENDA ITEM

WEED CONTROL AGREEMENT

[STAFF MEMO](#)

[IGA #3306 BETWEEN SHERMAN AND WASCO COUNTIES AND ODOT](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Sherman/Wasco County IGA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ARTHUR SMITH

DATE: 3.7.2019

BACKGROUND INFORMATION:

ODOT has requested that we be a party to their agreement with Sherman County for weed spraying because some areas will be accessed via Wasco County right-of-way. We are receiving no funds and are only acknowledging the use of our public right-of-way by Sherman County. This is a new requirement.

INTERGOVERNMENTAL AGREEMENT
Weed Control
Sherman County and Wasco County

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the Sherman County, acting by and through its elected officials, hereinafter referred to as "Agency," and Wasco County, acting by and through its elected officials, hereinafter referred to as "Wasco County", both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Interstate 84, The Columbia River Highway, State Highway No. 2; US97, The Sherman Highway, State Highway No. 42; OR206, The Celilo-Wasco Highway, State Highway No. 301, OR206, The Wasco-Heppner Highway, State Highway No. 300, OR216E, The Sherars Bridge Highway, State Highway No. 290; OR218, The Shaniko-Fossil Highway, State Highway No. 291; The Celilo-Wasco Spur, State Highway No. 487; The Biggs-Rufus Frontage Road, State Highway No. 002FI are a part of the state highway system under the jurisdiction and control of the Oregon Highway Commission (OTC).
3. State wishes to utilize Agency resources to provide vegetation and noxious weed abatement within State jurisdiction and right of way.
4. Sherman County will need access to Wasco County Right of Way in order to perform services to spray State's roadsides for all vegetation, and control noxious weed growth across State owned property.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State wishes to retain the services of Agency to control the growth and spread of noxious weeds across State owned property by spraying herbicides within State right of way on both shoulders of the sections of State Highways listed in Exhibit A hereinafter referred to as "Project." The location of the "Project" is approximately identified by the mile points and map included in Exhibit A, which is attached hereto and by this reference made a part hereof.

2. The Project will be financed using State funds in an amount not to exceed \$40,000 annually and a combined total of \$120,000 over the life of this Agreement. The total Project cost is subject to increase only via an executed amendment to this Agreement.
3. For the purpose of cost savings to all Parties; State, Agency, and Wasco County agree to TERMS OF AGREEMENT, Paragraph 1 above.
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or December 31, 2021, unless extended by a fully executed amendment. If the total cost of this Agreement or individual Work Order Authorization exceeds \$150,000, the Department of Justice must review and approve any amendments and/or Work Order Authorizations prior to performance of any work.

AGENCY OBLIGATIONS

1. Agency agrees to perform the work as described in TERMS OF AGREEMENT, Paragraph 1 above on an as-needed basis and as further defined in executed Work Order Authorizations.
2. Agency shall perform the work at the rates as described in Exhibit B, attached hereto and by this reference made a part hereof.
3. Agency shall keep accurate cost accounting records. Agency shall prepare and submit monthly itemized, progress invoices directly to ODOT District 9 Integrated Vegetation Management (IVM) Coordinator for review and approval. Such invoices will be in a form identifying the Project, the Agreement number and Work Order number, the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$120,000 during the term of this Agreement, or \$40,000 in any given year. Travel expenses will not be reimbursed.
4. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.
5. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

6. Agency shall provide a vehicle suitable for the purpose of this Project. Ownership of the vehicle shall remain with the Agency. The vehicle will be operated and stored by Agency throughout the year. Agency shall, at its sole expense, be responsible for operating, maintaining and repairing all spray equipment, including the vehicle. This maintenance shall include, but not be limited to, regularly scheduled maintenance and repair work as necessary.
7. Agency shall be responsible for all fuel costs for the vehicle associated with spray related activities covered by this Agreement, including mobilization to and from all work sites on Agency or State properties.
8. Agency shall provide an Herbicide Applicator who is licensed and certified by the State of Oregon to perform the necessary spraying activities under this Agreement. All licenses shall be kept current throughout the life of this Agreement. The Herbicide Applicator shall perform herbicide spraying services for State and Agency during an estimated six (6) month spray season. Agency shall provide the Herbicide Applicator with all necessary training for services under this Agreement. The Agency Herbicide Applicator shall apply chemicals according to methods approved by the State. Herbicide Applicator shall apply any herbicides in accordance with label instructions.
9. Agency shall be responsible for contacting State's District 9 IVM Coordinator to confirm the approved chemical or pesticide, and, in the event the chemical or pesticide is proscribed or not available, to obtain approval of a replacement.
10. Agency shall follow ODOT's Maintenance Guide and Water Quality and Habitat Guide Best Management Practices (Blue Book), Integrated Vegetation Management (IVM) plan and all other applicable State guidelines and procedures for maintenance activities.
11. Agency's Project Manager shall contact State's District 9 IVM Coordinator monthly to define a spray schedule for the Agency Herbicide Applicator. Spray schedule shall define areas and locations to be sprayed and approximate timeframe for spray activities. Agency shall notify State at least three (3) days prior to commencing any spray activities for work adjacent to or abutting Interstate 84. Agency shall be responsible for all herbicide spraying activities, including such services performed by Agency's Herbicide Applicator as identified by Agency and State's District 9 IVM Coordinator spray schedule.
12. Annually, in the late winter or spring, Agency shall provide State's District 9 IVM Coordinator with a detailed Work Order Authorization, using the form attached as Exhibit C, by this reference incorporated herein and made a part hereof, reflecting intergovernmental planning and technical assistance, to be incorporated into each year's herbicide treatment for the project. Each Work Order Authorization issued pursuant to this Agreement shall become a part of this Agreement. Agency and State shall sign the Work Order Authorization before commencement of work. Each Work Order Authorization Form may be in the form of a PDF document and circulated for signature by email but must include action to be taken, labor involved, equipment

necessary, and cost estimates for work, and shall not exceed \$40,000. Agency and State will mutually agree to the work plan and work plan budget. No work is to be performed until the Work Order is fully executed by State and Agency.

13. The Work Order Authorization form may be signed on behalf of Agency by Agency's Project Manager.
14. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
15. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
16. Agency shall require its contractor(s) and subcontractor(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, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
17. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

18. If Agency enters into a contract for performance of work on the Project, then Agency will require its contractor to provide the following:
- a. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.
 - b. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$ 2,200,000 for each job site or location. Each annual aggregate limit will not be less than \$ 4,400,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor's or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.
19. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

20. Agency's Project Manager for this Project is: Rod Asher, Sherman County Project Manager, 66143 Lone Rock Road, Moro, OR 97039. (541) 980-4345, rashers@shermancounty.net, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

WASCO COUNTY OBLIGATIONS

1. Wasco County grants Agency and State the right to enter onto Wasco County right of way as needed in order to perform the work as described in TERMS OF AGREEMENT, Paragraph 1, above.
2. Wasco County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Wasco County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Wasco County.
3. Wasco County's Project Manager for this Project is: Arthur Smith, Public Works Director, 2705 E 2nd Street, The Dalles, OR 97058, (541) 506-2640, arthurs@co.wasco.or.us, or assigned designee upon individual's absence. Wasco County shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed, State agrees to pay Agency within forty-five (45) days of receipt by State of each approved Project invoice up to a maximum amount of \$40,000 in any calendar year and not to exceed \$120,000 over the life of this Agreement. Said maximum amount shall include reimbursement for all expenses. Travel expenses shall not be reimbursed.
2. State agrees to review Work Order Authorizations submitted by Agency. Each Work Order Authorization issued pursuant to this Agreement shall become a part of this Agreement. State and Agency shall sign the Work Order Authorization before commencement of work. Work Order Authorization Forms may be in the form of a PDF document and circulated for signature by email but must include action to be taken, labor involved, equipment necessary, and cost estimates for work, not to exceed \$40,000. Agency and State will mutually agree to the work plan and work plan budget. No work is to be performed until the Work Order is fully executed by State and Agency.
3. The Work Order Authorization form may be signed on behalf of the State by State's District 9 IVM Coordinator or District 9 Manager.

4. State grants Agency the right to enter onto State right of way as needed in order to perform the work as described in TERMS OF AGREEMENT, Paragraph 1, above.
5. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
6. State's District 9 IVM Coordinator will ensure the Agency is aware of and has access to ODOT's Maintenance Guide and the Water Quality and Habitat Guide Best Management Practices (Blue Book), Integrated Vegetation Management (IVM) plan and all applicable State policies and procedures for maintenance activities.
7. State's Integrated Vegetation Management (IVM) Coordinator for this Project is Scott Peters, ODOT District 9 Operations Coordinator, 3313 Bret Clodfelter Way, The Dalles, OR 97058. (541) 296-2215. scott.peters@odot.state.or.us or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of all Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, Wasco County, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency, or Wasco County fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.

3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

4. **Americans with Disabilities Act Compliance:**

- a. Agency shall ensure that the services it provides under this Agreement ("Services") comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"). Agency shall use ODOT standards to assess whether the Services comply with the ADA, including, but not limited to, ODOT Maintenance Operational Notices MG 100-107 ("MG 100-107"), MG144-03 ("MG144-03"), and MG Activities-2 ("MG Activities-2").
- b. The scope of the Services performed under this Agreement is limited to maintenance activities and shall not include alteration, upgrade, or construction of sidewalks or curb ramps, or installation of pedestrian activated signals.
- c. When Agency is providing Services to ODOT under this Agreement, Agency shall:
 - i. Promptly notify ODOT of completion of Services and allow ODOT to inspect completed Services located on or along a state highway for ADA compliance, prior to acceptance of such Services and release of any Agency contractor, and
 - ii. Ensure that temporary pedestrian routes are provided through or around any work zone as provided in MG Activities-2 and Chapters 1 and 5 of the Oregon Temporary Traffic Control Handbook 2011 ("OTTCH"). For Services included in MG Activities-2 "Situations" Paragraph 2, Agency shall provide ODOT with adequate information to allow ODOT to provide advance notice of any temporary pedestrian route to the public, people with disabilities, and disability organizations. The Parties acknowledge that providing advance notice may not be possible in some such circumstances, including but not limited to, when Services are provided on an urgent or emergency basis, or where the nature and location of the Services are unknown until the beginning of the workers' shift.
- d. ODOT Maintenance Operational Notices MG 100-107, MG144-03, MG Activities-2, and the OTTCH are incorporated herein by reference.
 - i. The OTTCH is available at <http://www.oregon.gov/ODOT/Engineering/Pages/OTTCH.aspx> Copies of MG 100-107, MG144-03, and MG Activities-2 are available for inspection at the ODOT District 9 Office located at ODOT- Region 4, 3313 Bret Clodfelter Way, The Dalles, OR 97058 during regular business hours, or at the following locations online:

- MG 100-107:
https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG100-107_w-diagram.pdf
 - MG 144-03:
https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG144-03.pdf
 - MG Activities-2:
https://www.oregon.gov/ODOT/Engineering/Doc_TechnicalGuidance/MG-Activities-2.pdf
- ii. All references to MG 100-107, MG144-03, and MG Activities-2 in this Section refer to the version of the policy in place at the time the Services are performed.
5. 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 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State 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 Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency 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 State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments,

finances or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State 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. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. Each Party acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of that Party which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable the requesting Party.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits 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, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

Signature Page to Follow

Sherman and Wasco County/State
Agreement No. 33066

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SHERMAN COUNTY, by and through its
elected officials

By Joan Beid

Date 3/6/19

By Jeffrey W. Asher

Date 6 March 2019

APPROVED AS TO FORM

By Jeffrey W. Asher
Counsel

Date February 27, 2019

WASCO COUNTY, by and through its
elected officials

By _____

Date _____

Agency Contact:

Rod Asher
Sherman County Project Manager
66143 Lone Rock Road
Moro, OR 97039
(541) 980-4345
rasher@shermancounty.net

Agency Contact:

Arthur Smith
Public Works Director
2705 E 2nd Street
The Dalles, OR 97058
(541) 506-2640
arthurs@co.wasco.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____

Region 4 Manager

Date _____

APPROVAL RECOMMENDED

By _____

District 9 Manager

Date _____

State Contact:

Scott Peters,
District 9 Operations Coordinator
3313 Bret Clodfelter Way
The Dalles, OR 97058
(541) 296-2215
scott.peters@odot.state.or.us

EXHIBIT A

Sherman County

<u>Highway Name</u>	<u>Begin Mile Point</u>	<u>End Mile Point</u>	<u>Total Miles</u>
Interstate 84, Columbia River Highway, State Highway No. 2	101.13	114.33	13.2
US97, Sherman Highway, State Highway No. 42	-0.05	56.58	56.63
OR206, Celilo-Wasco Highway, State Highway No. 301	2.97	15.57	12.6
OR206, Wasco-Heppner Highway, State Highway No. 300	-1.97	14.9	16.87
OR216E, Sherars Bridge Highway, State Highway No. 290	7.65	28.42	20.77
OR218, Shaniko-Fossil Highway, State Highway No. 291	0	23.05	23.05
Celilo-Wasco Spur, State Highway No. 487	4.8	7.62	2.82
Biggs-Rufus Frontage Road, State Highway No. 002FI	104.56	110.44	5.88
Sherman County into Wasco County Highway 042, US97	48.81	56.57	7.76
Sherman County into Wasco County Highway 291, OR218	0	23.07	23.07
			182.7

EXHIBIT A, Continued

OREGON DEPARTMENT OF TRANSPORTATION MAINTENANCE DISTRICT 9

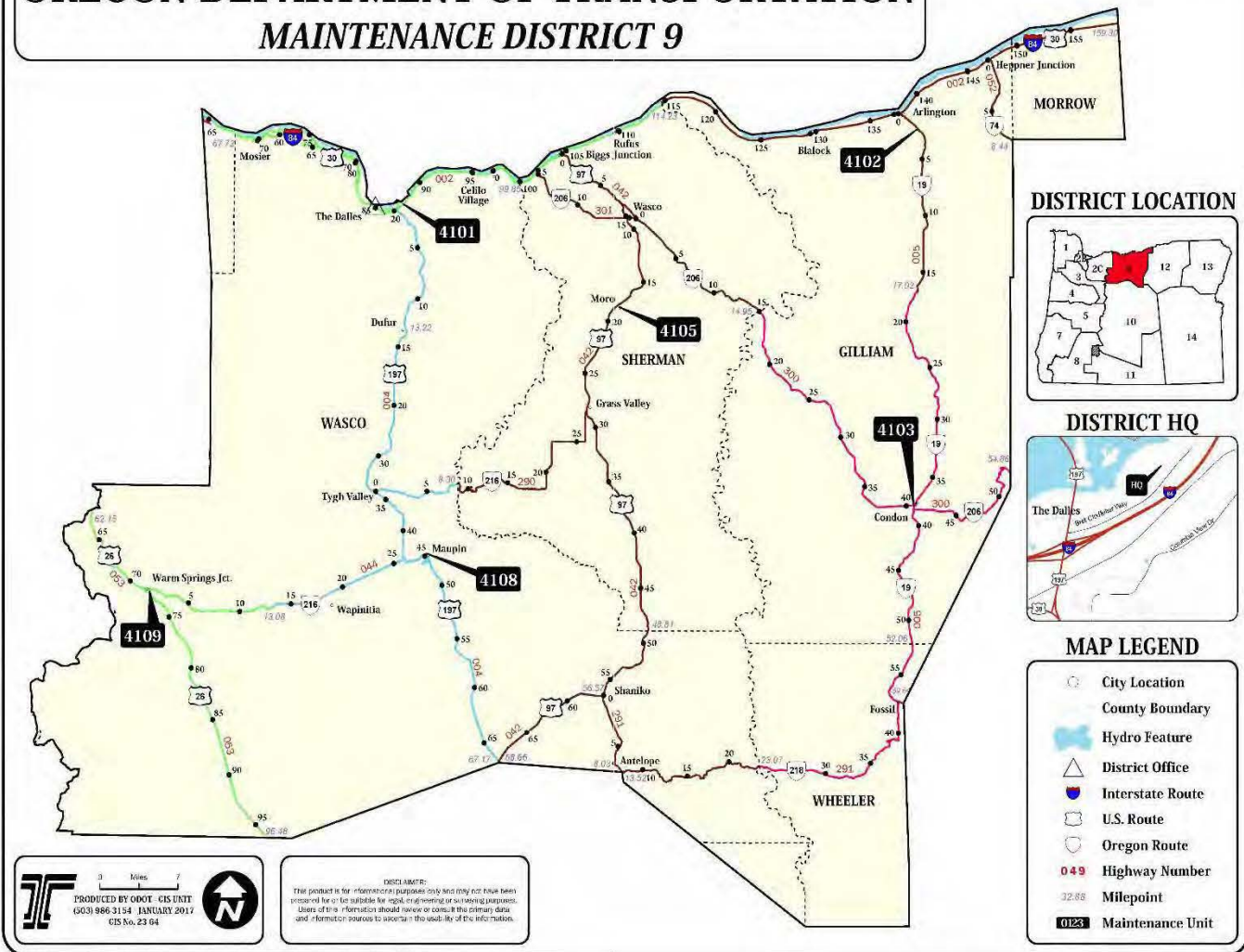


Exhibit B

Name	Rate	Overhead	Total
Applicator #1	\$57.26	included	\$57.26
overtime	\$ -		
Applicator #2	\$39.45	Included	\$39.45
overtime	\$ -		
Applicator #3	\$42.56	included	\$42.56
overtime			

Equipment cost	Equip. #			Hour/Mile	
Boom mower	n/a				
Tractor	n/a				
Deck mower	n/a				
Truck	n/a				
Trailers	ALL		\$3.17	Hour	
Pickups	n/a				
Spray trucks	201		\$17.74	Hour	
	209 / 211		\$9.01	Hour	
Seeders	n/a				
Polaris Ranger	206 / 210		\$5.83	Hour	

MILESTONE VM	\$ /oz	State Bid price
METHYLATED SEED OIL	\$ qt/ac	

Prices are for the Sherman County Weed District for the 2018/19 fiscal year.

Overhead, such as taxes and benefits, are included in the Hourly Rates.

All rates are subject to change each year on July 1st based on raises, COLA's and benefit cost increases.

All herbicides and additives are purchased on the State Bid pricing and billed at that rate, plus a 2% handling and storage fee.

EXHIBIT C

WORK ORDER AUTHORIZATION – _____

Agreement No. 33066 Work Order No. _____

Under the terms of the Sherman County and State Agreement No. 33066 dated _____, which is hereby incorporated by reference, the following Project work is authorized: _____

Project

Name: _____

State Work Order Coordinator:

Total Authorized Amount of this Work Order \$ _____ Expenditure Acct. No.:

Work Order Start Date: _____ Work Order End Date:

Effective Date: No Work shall occur until signed by the Parties.	State Totals
Expenditure Account No.	No.
A. Amount authorized for this Work Order	\$
B. Amount authorized on prior Work Orders	\$
C. Total Amount authorized for all Work Orders (A+B=C)	\$
D. Agreement Not-to-Exceed amount	\$
E. Amount remaining on Agreement (D-C=E)	\$

STATEMENT OF WORK is attached, and incorporated by this reference.

Please include assumptions & expectations; roles and responsibilities; tasks; deliverable(s); deliverable due date(s); standards for work acceptance; and task breakdown, showing hours per task, estimated cost per task, and staff classifications and names assigned to each task, and summary of estimated cost per task. The work must be within the original scope of work in the Agreement.

This Work Order Authorization may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Work Order Authorization so executed shall constitute an original.

ACCEPTANCE OF TERMS AND ACTION APPROVED BY State: I acknowledge and certify that the work in this work order authorization is within the scope of work of the original Agreement.

Name/Title Date

APPROVED AS TO LEGAL SUFFICIENCY: If work order exceeds \$150,000 signature required

Attorney General Date _____ Asst.

cc: Agency _____
State's Work Order Coordinator
OPO AGREEMENTS, Central Services for General Files



MOTION

SUBJECT: ODOT Weed Control Access Agreement

I move to approve IGA #33066 between Wasco County and the State of Oregon granting Sherman county access through Wasco County right-of-ways for Oregon Department of Transportation weed control projects.



AGENDA ITEM

Recording Page Demonstration

[INTRODUCTORY EMAIL](#)

On Mon, Jan 7, 2019 at 10:07 AM Lisa Gambee <lisag@co.wasco.or.us> wrote:

Hi all -

Thanks to Helion and our IS team, we now have an Online Document Search available from our website! This feature - along with the GIS map, the Assessor's Ascend web access, and the Surveyor's online document access - will allow citizens to access to most of the information they will look for in relation to land in Wasco County.

- The Online Document Search can be accessed from our [Recording](#) page, or directly via this link:
<https://public.co.wasco.or.us/recording/search.asp>
- The GIS Map can be accessed from the [Web Map](#) page (or icon on the home page), or directly via this link:
https://www.co.wasco.or.us/departments/administrative_services/gis_division/web_map.php
- The Ascend Web feature can be accessed from the [Assessment and Taxation](#) main page, or directly via this link:
[https://public.co.wasco.or.us/webtax/\(S\(oexcij2y5lty305w2onrcfqm\)\)/default.aspx](https://public.co.wasco.or.us/webtax/(S(oexcij2y5lty305w2onrcfqm))/default.aspx)
- The Surveyor's Online Documents are available via this link:
https://co.wasco.or.us/departments/surveyor/online_documents.php

I'd like to give a shout out to Andrew Burke who worked with Helion to get this page up and available through our public server. While the long-term vision is to have this search linked directly to the GIS Map, I'm excited about fulfilling our county Vision and Strategic Plan objectives of making county services available online today.



AGENDA ITEM

COUNTY LEGAL COUNSEL

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