



## AGENDA: REGULAR SESSION

WEDNESDAY, MARCH 4, 2020

WASCO COUNTY BOARD OF COMMISSIONERS

WASCO COUNTY COURTHOUSE 511 WASHINGTON STREET, SUITE 302, THE DALLES, OR

**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.	<b>CALL TO ORDER</b> 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. <b>Corrections or Additions to the Agenda</b> <u><a href="#">Discussion Items</a></u> (Items of general Commission discussion, not otherwise listed on the Agenda) <u><a href="#">Tax Abatement Programs</a></u> ; <u><a href="#">JDEP Funding Support Letter</a></u> ; <u><a href="#">Bakeoven Watershed Council Appointments</a></u> ; <u><a href="#">Liquor License</a></u> <u><a href="#">Consent Agenda: Museum Commission Reappointments; Compassionate Consulting Agreement</a></u> (Items of a routine nature: minutes, documents, items previously discussed.)
9:30 a.m.	<u><a href="#">White River Health Clinic Updates</a></u> – Dennis Beechler, Suzanne Knapp
	<b>BREAK</b>
5:30 p.m.	<u><a href="#">Town Hall</a></u> – to be held at the Mosier Senior Center, 500 E. 2 <sup>nd</sup> Avenue, Mosier, OR
	<b>COMMISSION CALL</b>
	<b>NEW/OLD BUSINESS</b>
	<b>ADJOURN</b>

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



**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
MARCH 4, 2019**

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

**STAFF:** Kathy Clark, Executive Assistant

**ABSENT:** Tyler Stone, Administrative Officer

Chair Hege opened the session at 9:00 a.m. with the pledge of allegiance.

Changes to the agenda:

- Town Hall Cancelled
- NCPHD – Corona Virus Update
- Goldendale Power Storage Project Letter of Support
- Eastern Oregon Counties Association

<b>Discussion Item - Novel Coronavirus</b>
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North Central Public Health Executive Director Teri Thalhofer said that they have seen no cases of the virus in this jurisdiction. North Central Public Health has implemented a command structure to address any developing cases; they are working with Oregon Health Authority and Emergency Managers. They are encouraging first responders to get fit masks to be prepared for an outbreak – fit masks are not appropriate for the public. Ms. Thalhofer suggested that people go to the OHA website to sign up for updates. She cautioned against printing information as it becomes outdated rather quickly. NCPHD will share information with community partners. They will be going to Gilliam and Sherman counties tomorrow to share information. She went on to say that they are happy to field questions through email but cautioned that their capacity is limited so responses may take some time. Dr. Mimi McDonnell added that on their website is a link to Centers for Disease Control website.

Chair Hege asked if there is any reason for panic. Dr. McDonnell replied that there is no reason for panic. There have been 80 cases in the U.S. with 9 fatalities.

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Chair Hege asked why there have been so many deaths in Washington State. Dr. McDonnell replied that it was probably percolating there in January. It is easily spread especially through populations that are already compromised such as nursing home residents. Chair Hege asked if babies are also at higher risk. Dr. McDonnell replied affirmatively saying that the young and old are most vulnerable along with those with compromised respiratory systems.

Vice-Chair Schwartz asked if first responders will get the masks. Ms. Thalofer replied that some have them. There are caches available but they need to be fit tested. They are in the process of training staff to fit test masks. Vice-Chair Schwartz asked if there are enough masks. Dr. McDonnell replied that there are enough; fit testing makes sure that there is a tight virus seal. Beards interfere with fit.

Vice-Chair Schwartz asked what precautions staff interacting with public should take. Ms. Thalofer replied that they should follow OHA guidelines which advise to cover your cough, stay home when sick and wash your hands frequently and long enough – a minimum of 20 seconds with soap and water. Hand sanitizer is not the same but if you cannot access soap and water, use hand sanitizer. She added that it is also important to keep your hands off of your face.

Vice-Chair Schwartz pointed out that you cannot find hand sanitizer or wipes. Dr. McDonnell said that they have not addressed that but there are some household items that can be used as a substitute. You can find that information on the OHA and CDC websites.

Vice-Chair Schwartz asked if there are test kits available. Dr. McDonnell replied that there is not a specific kit. There are criteria for those to be tested; then the material goes to state labs and then the CDC. Private companies are working on kits. Right now there is no cost through the State, but that may change with privatization.

Vice-Chair Schwartz asked if we were to have a case here, where would patients go? Dr. McDonnell responded that they would go to Mid-Columbia Medical Center; MCMC has negative air flow rooms. Ms. Thalofer reported that they did some testing of an individual and MCMC had a great response.

Chair Hege asked if the State has received response resources. Ms. Thalofer replied that she has not heard that. Dr. McDonnell reported that the Governor has contacted Vice-President Pence requesting more resources.

Chair Hege asked how someone knows when to go see the doctor. Dr. McDonnell replied that travel or contact with someone who has tested positive are good

indicators. She advised to call a primary care provider or NCPHD. If you have symptoms and you have been in contact with someone infected or traveled to a place where there are known cases and have symptoms, you should call. Ms. Thalofer stated that it is important to call ahead so that your primary care physician or ER can be prepared.

Vice-Chair Schwartz asked what the difference is between this and the flu. Dr. McDonnell said that it is unknown. Fever is the primary symptom; breathing issues are secondary to that. The data is still not clear.

Commissioner Kramer said that in general terms, he hears the words disease, infection and virus. He asked if they could explain the difference and which applies here. Dr. McDonnell said that all are related but not the same. Disease is anything that causes us not to do well such as diabetes or influenza. Infection is a disease caused by an organism such bacteria or a virus. A virus is a particular type of infection; antibiotics do not work on viruses. Immunizations can prevent some infections but there is not one available for the corona virus at this time.

Commissioner Kramer said that the Outreach team is boarding planes for Washington D.C. on Saturday and asked if there is any guidance for travel. Dr. McDonnell said that in terms of virus, there is no specific guidance from the World Health Organization, Centers for Disease Control or Oregon Health Authority except for washing hands and not to travel to areas that are experiencing an outbreak.

Ms. Thalofer said that she wants people to understand that if this is not a big deal, it is because of work done by Public Health.

Ms. Thalofer said that WIC funding comes through the Department of Agriculture. The vast majority of the money goes for groceries with a tiny administrative rate. That rate is the educational portion of the program; the dollars have not kept up with the need. That means counties will have to support the program; Multnomah County is contributing over a million dollars of support. She said she would like our local representatives to ask for officials to address this gap. The lack of funding doesn't allow us to get other work done. It is a great program and should be supported.

The Board thanked Dr. McDonnell and Ms. Thalofer for their work.

<b>Public Comment</b>
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Bob Haechrel said that he wants to address last Thursday's gathering. He said he wants to know why we went through that unnecessary use of energy and time. He

said he does not know what purpose was served. He said he had to learn how to get along with people. He said he doesn't think that gathering did anything to help bring us together. He observed that the meeting was started with good words, but it was a lot of group think. The purpose was to lend support to the cause but we know that our state senator and representative are already onboard with not approving the legislation. He said he does not see any benefit to having that meeting. He stated that these are all rhetorical questions.

Mr. Haechrel said he spoke last year more than once on this issue and has been a proponent of taking care of our planet for decades. He said he would like to see our representatives be proactive in binding our community together with positive activities. There is a push for some Oregon counties to join Idaho . . . is this the next journey you will take us on? He said he fears the Board may want to do that and waste our time. He stated that he thinks one of the speakers or a few went over their time and were not curtailed – that was not fair. If one is stopped at a certain time, then all should be.

Chair Hege thanked Mr. Haechrel for coming. He said that managing the session is difficult. You want to let people speak, just as Mr. Haechrel was not timee today. We had a lot of constituents that wanted that opportunity. He went on to say no one has approached him about Idaho.

Commissioner Kramer said that the reason for last week was that the three commissioners were not able to come to an agreement the week prior. It was about compromise and collaboration. The message was for all legislators, not just ours. He said he would be happy to have a chat with Mr. Haechrel about taking care of our planet; he would be happy to meet with him individually.

#### **Agenda Item – White River Health Clinic**

Dennis Beechler introduced himself as the Chair of the White River Health District Board. He announced that they went through some major changes starting in November, including hiring a new doctor and office manager. He reported that they are doing well and have increased their patient load and are trying to partner with MCMC. He will be meeting with MCMC Executive Director Dennis Knox to talk about collaboration. The Clinic's behavioral health provider has retired. He noted that the Board of Commissioners has been a great supporter from day one.

Mr. Beechler went on to say that they are meeting with an architect to right size the planned building – it is too big right now. That should help with funding. He said they are at 40% of funding, needing 60%; they want to flip that. He said they still hope to break ground this fall and are working on a construction loan through

USDA. He said they are working hard to make it work.

Chair Hege said that working with MCMC is really encouraging. They will help expand the offerings. Mr. Beechler reported having met with them 6 months ago and it didn't go well. That is why they are meeting with Mr. Knox.

Chair Hege asked who the architect is. Mr. Beechler replied that it is Pinnacle.

Chair Hege asked if the assisted living facility next to the Clinic is affiliated with the Clinic. Mr. Beechler replied that it is just next to the Clinic and is privately owned. They do share patients. He added that the Clinic no longer fills prescriptions but does help people access those services.

Chair Hege asked how long the clinic has been in existence. Mr. Beechler replied that it was 2003 or 2004; then it took some time to get the building up. It is a modular building; part of the challenge is that it is splitting. It has been remodeled twice but that has not kept it from failing.

Vice-Chair Schwartz remarked that she has toured it; there is no question that more space is needed. She asked if they still plan on offering dental services? Mr. Beechler replied that they still have a part-time dentist but need to get a permanent full-time dentist as the current wants to retire.

Commissioner Kramer said that he is really pleased to hear that MCMC is at the table. There is great potential for our Ambulance Services in the area. He said that there might be some folks coming to the District's Board to discuss that for long-term solutions. Mr. Beechler said that their doctors are already talking about that.

#### Discussion List – Tax Abatement Programs

Administrative Services Director Matthew Klebes reminded the Board that there was a discussion at a previous session around RED Zones due to some interest from a developer. The Board requested additional information about RED Zones and other available programs. He reviewed the table included in the packet.

Commissioner Kramer asked if we are on a time frame for the request from the developer? Mr. Klebes replied that the developer is interested but has a process that needs to be completed. He said the County can establish a RED Zone that is effective to the date that the County adopts the resolution.

Commissioner Kramer asked if the solar project is the only requestor. Mr. Klebes replied it is currently the only request but a RED Zone is an all-or-nothing zone for renewable energy. There may be unintended consequences.

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Commissioner Kramer stated that he shares Chair Hege's concerns regarding the requirement that the zone cover the entire county, but if there is a time frame, the Board needs move toward a decision.

County Assessor Jill Amery stated that there are others who are looking at all the abatement programs. Chair Hege commented that there is an approved wind project and an approved solar project.

Ms. Amery said that there has not been a lot of talk at the state level. It is on the Assessors Association's radar.

Mr. Klebes said he has done some research about RED Zone; if you want for specificity it should be an Enterprise Zone. Carrie Pipinich with Mid-Columbia Economic Development District said that changing the boundary of the enterprise zone will require a repeat of the establishment process – not an insignificant effort. She said when creating the current Enterprise Zone, they were very particular to current zoning so as to set those boundaries for allowable uses. Mr. Klebes added that they had focused on commercial and industrial zones to be included in the Enterprise Zone.

Chair Hege commented that the Enterprise Zones and RED Zones target different things, but in terms of functionality for the user are they the same? Mr. Klebes replied that they are very similar. They are both tax abatements and the RED Zone allows you to set a cumulative limit on the amount of abatement which gives you a little bit of control. Vice-Chair Schwartz asked if the time frame is different. Mr. Klebes stated that an Enterprise Zone can be up to 15 years; a RED Zone is limited to 3-5 years. For long term, a SIP might be a more appropriate avenue. Ms. Pipinich added that most of the neighboring counties' projects have gone through the SIP program. Chair Hege stated that he has heard that the project is just too small for SIP. Mr. Klebes said that the depreciation of assets is also a factor.

Chair Hege asked what the tax overlays are for that area. Ms. Amery replied that she would have to gather that information. She noted that the school and health districts have the same boundaries. Mr. Klebes added that these programs do not necessarily impact the existing tax base.

Chair Hege asked if this will come to the Board to make a decision on whether or not to establish a RED Zone. Mr. Klebes replied that the developer wants to know and we will need to answer them so they can determine how they will move forward.

**Discussion Item – JDEP Funding Support Letter**

Vice-Chair Schwartz said that this came up at NORCOR. This is to support juvenile education. NORCOR has already signed a similar letter and Juvenile Service3s Director Molly Rogers is asking that the Board of Commissioners do the same.

Chair Hege noted that these are big numbers. He said his only question is what will happen if they do not fund? Vice-Chair Schwartz replied that it would be a question for Ms. Rogers. Chair Hege noted that there is an obligation for the jail and school district; it is a lot of money.

Vice-Chair Schwartz stated that currently NORCOR has district staff come out and the district pays for that. This would be school funding.

**\*\*\*The Board was in consensus to sign a letter of support for JDEP Funding.\*\*\***

**Discussion Item – Bakeoven/Buck Hollow Watershed Council Appointments**

Watershed Coordinator Abbie Forrest reviewed the memo included in the Board Packet. She said it is a good group and they are getting folks involved in the watershed.

Commissioner Kramer reported that he had attended a recent meeting; their enthusiasm is good.

**{{Commissioner Kramer moved to approve Orders 20-011, 20-012 and 20-013 appointing Blaine Carver, Jerod Warnock and Robert Krein to the Bakeoven/Buck Hollow Watershed Council. Vice-Chair Schwartz seconded the motion which passed unanimously.}}**

**Discussion Item – Goldendale Power Storage Project Support Letter**

Vice-Chair Schwartz stated that she wants to note that this was not in the public notification and should have been.

Rodger Nichols explained that it is a simple concept. At the site of the old aluminum plant they will build a pond and then another nearby at a higher elevation. When there is excess energy it will be used to pump water from the lower pond to the upper pond. When there is a drop in energy production they will release water from the upper pond to the lower to generate power. It is being done elsewhere. The construction will mean a lot of jobs and the steady load capacity will allow for more renewable projects. Wasco County will benefit from it



secondarily.

Vice-Chair Schwartz thanked Mr. Nichols for the great explanation. Planning Director Angie Brewer asked if they would be relying on transmission lines. Mr. Nichols stated that they have a connection from the aluminum plant. Ms. Brewer asked if this will overload lines. Mr. Nichols said that this will allow them to use it the energy rather than dump it. Chair Hege commented that this is really old school technology. You cannot do it in micro-capacity. Mr. Nichols stated that it will all be underground except for the ponds - no turbine blades, no blinding light. He noted that the deadline for comment is tomorrow.

Vice-Chair Schwartz said she has not had enough time to do her homework. In addition, she would want the public to have the opportunity to weigh in.

Mr. Nichols said he will come back at a different point in the process.

Commissioner Kramer said that CREA has been kicking this around for quite some time. He said he believes it is a worthwhile project and he will sign a letter on his own. There are no ill effects - we need to do more of this.

#### Commission Call – Eastern Oregon Counties Association

Commissioner Kramer reported having received a few emails soliciting membership. He said he would like time to learn more. He understands that this organization was put in place to deal with federal issues but they are looking at changing the bylaws to also deal with local issues. He said he wants more information before entertaining membership.

Chair Hege asked what the dues are. Commissioner Kramer replied that it is in the \$10,000 range. He said bringing it up puts it on our plates and we can look into it. These counties have over 40% federal ownership and there is a drive for a bigger voice.

Chair Hege said that this is not a new organization; probably 10 years old. They have talked to us before. It is fairly expensive and we are already a member of AOC. This is more federal but we do have fees for the AOC to deal with forest issues.

Commissioner Kramer agreed, saying that we also need to give AOC some time to get their organization adjusted to their new administration.

#### Consent Agenda – Museum Appointments/Compassionate Consulting Agreement

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

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

Chair Hege reported that he attended a meeting at The Dalles Rod and Gun Club which has been around nearly 100 years. They have cabins on the Deschutes which they have historically accessed through BNSF Railroad easements; BNSF had decided to not allow that access which leaves the club members with no access. Crossing the easement without permission subjects them to up to a \$6,500 fine.

He said that there is a role for the Lower Deschutes Group in that they could allow access on Deschutes through motorized watercraft which is not allowed except for homeowners. They first will have to first prove that they have no other access. He has encouraged them to work with the Planning Department and find an attorney before coming to the Board.

Vice-Chair Schwartz asked about e-bikes being allowed. She said that feds do not see them as motorized but the state does. That means you cannot ride them on the lower Deschutes system. Fees are being considered on the lower Deschutes.

Commissioner Kramer asked if there is a motor on the bike. Vice-Chair Schwartz replied that there is but it is pedal assisted. Chair Hege said there are people who see it as discrimination.

Ms. Clark explained that since Mosier City Council has cancelled their Council meeting this evening, the Board will not be holding their Mosier Town Hall. It will be rescheduled to coincide with a future Mosier City Council meeting.

Some discussion ensued regarding the recent 2040 Planning Ordinance meetings. Attendance has been good and yielded valuable feedback.

Phil Swaim said that Home at Last is having an annual fund raiser April 4<sup>th</sup>. He encouraged the Board to attend.

Mr. Nichols said that the Energy Facility Siting Council will be in The Dalles on 13<sup>th</sup>. The first item will be the Bakeoven solar project.

Chair Hege adjourned the meeting at 10:15 a.m.

<b>Summary of Actions</b>
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**MOTIONS**

- **To approve Orders 20-011, 20-012 and 20-013 appointing Blaine Carver, Jerod Warnock and Robert Krein to the Bakeoven/Buck Hollow Watershed Council.**

- **To approve the Consent Agenda: Fort Dalles Museum Re-Appointment Orders 20-009 and 20-010 for Elizabeth Wallis and Dalia Thompson and Compassionate Consulting Agreement for Management Team Training and Executive Coaching**

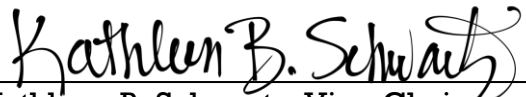
**CONSENSUS ITEMS**

- **To sign a letter of support for JDEP Funding.**

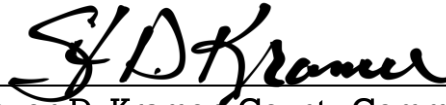
Wasco County  
Board of Commissioners



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Scott C. Hege, Board Chair



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Kathleen B. Schwartz, Vice-Chair



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Steven D. Kramer, County Commissioner



## DISCUSSION LIST

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[TAX ABATEMENT PROGRAMS](#) – Matthew Klebes

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[JDEP FUNDING SUPPORT LETTER](#) – Kathy Schwartz/Molly Rogers

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[WATERSHED COUNCIL APPOINTMENTS](#) – Kathy Clark

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[LIQUOR LICENSE](#)

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## DISCUSSION ITEM

### Abatement Programs

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[STAFF MEMO](#)

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## Incentive Program Comparison

	<u>Duration</u>	<u>Taxes, Payments and Fees</u>	<u>Negotiated Component</u>	<u>Other</u>
<b><u>WASCO COUNTY JOINT ENTERPRISE ZONE</u></b>	Flexible abatement periods Standard (3 years) Extended (4-5 years) Long Term (7-15)	None prescribed	Yes, only for Extended, 4 <sup>th</sup> and 5 <sup>th</sup> year, and Long Term Agreements	Unlimited exemption value  Limited to identified geographic zone unless a boundary amendment is pursued  Substantial process for boundary amendment, similar to designation process
<b><u>STRATEGIC INVESTMENT PROGRAM (SIP)</u></b>	Abatement period is 7-15 years	Dependent on investment level* portion of the development are taxed as usual  Prescribed Community Service Fee, distribution agreement requires approval by non-school taxing district representing 75% of taxing authority	Yes	Zones can be created but does not require one, aka “ad hoc” approval.
<b><u>SOLAR Payment of Fee in Lieu of Property Tax PROGRAM (PILOT)</u></b>	Abatement period cannot exceed 15 years	Computation of fee at \$7,000 per MW of nameplate capacity  Fee is distributed to each taxing district in which the project is located	No	Does not require a “zone”  Solar specific
<b><u>RURAL RENEWABLE ENERGY DEVELOPMENT ZONE (RREDZ)</u></b>	Operates similar to Enterprise Zone, allows 3 year and 4-5 year abatements	None prescribed	Yes, only in years 4 and 5	Limits amount of total cumulative exemption throughout the zone (Max \$250 million per designation)  Designates the entire territory of sponsoring entity

\*<500 million/25 million taxed; 500-1billion/50 million is taxed; Greater than 1 billion/100 million is taxed



## DISCUSSION ITEM

**Juvenile Detention Education Program – Funding Support Letter**

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[LETTER TO WAYS AND MEANS](#)

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## BOARD OF COUNTY COMMISSIONERS

511 Washington St, Ste. 101 • The Dalles, OR 97058  
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*Pioneering pathways to prosperity.*

Joint Committee on Ways and Means  
Oregon State Legislature  
Sent via Email

March 4, 2020

Co-Chairs Johnson, Rayfield, and Steiner Hayward:

Our local community corrections programs are a priority for county government. In recent years, we have focused on justice reinvestment, treatment and assistance for individuals with mental illness to reduce recidivism rates. Although the 2019 legislative session included substantial discussions regarding juvenile justice, via SB 1008, education has not been adequately addressed.

The juvenile justice system has a unique opportunity to get our youth back onto an educational pathway while they are in our care; we believe this an important step in reducing the future adult corrections population. However, we need the funds to serve these students at least as well as they would be served in a traditional school district.

Youth in county juvenile facilities receive schooling through the Juvenile Detention Education Program (JDEP), which is run by a local school district (or ESD) via contract with the Oregon Department of Education. For many, these contracts have proven to be insufficient in serving the youth in our care. Contracted funding is based on average daily membership (ADM), similar to a standard school district. In our smallest juvenile facilities, as in small school districts, per-student funding is not enough to run a full program with a licensed teacher. On the other end of the spectrum, some of our larger facilities cannot ensure a licensed teacher in every class at all times due to the fluctuating number of youth in custody. Additionally, our sites operate a school year 20% longer than a standard district – without any additional funds to do so.

Recently, ODE has used carry-over funds to supplement contracts at our smallest sites to ensure they can hire at least one full-time licensed teacher. We have heard that the department can only do this for another year and a half at the current rate.

Nevertheless, that discussion does not help us for the remainder of the biennium. In order to get through the 20-21 school year, we hope to have guaranteed funding for each of our programs, and not have to rely upon whatever additional funding ODE is able to cobble together. Not only do all of these students deserve to have access to a licensed teacher, regardless of the size of the county's facility, we owe it to our communities to support development of these youth into contributing members of society – education is key.

To fund our county sites at the same level as their OYA counterparts, as well as to account for the longer school year, would cost roughly \$820,000 more than ODE spent in 19-20. To provide OYA sites with funds to cover the longer school year would be an additional \$954,000, for a total one-time, 20-21 request of \$1.77 million in General Fund.

We appreciate your consideration of this request to invest in the future of these at-risk youth – a future that is shared by us all.

Sincerely,  
Wasco County Board of Commissioners

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Scott C. Hege, Chair

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Kathleen B. Schwartz, Vice-Chair

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Steven D. Kramer, Commissioner





## DISCUSSION ITEM

### **Bakeoven/Buck Hollow Watershed Appointments**

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[STAFF MEMO](#)

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[BLAINE CARVER APPLICATION](#)

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[ORDER 20-011 APPOINTING BLAINE CARVER](#)

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[JEROD WARNOCK APPLICATION](#)

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[ORDER 20-012 APPOINTING JEROD WARNOCK](#)

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[ROBERT KREIN APPLICATION](#)

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[ORDER 20-013 APPOINTING ROBERT KREIN](#)

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[MOTION LANGUAGE](#)

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## MEMORANDUM

**SUBJECT: Bakeoven/Buck Hollow Watershed Appointments**

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**TO: BOARD OF COUNTY COMMISSIONERS**

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**FROM: KATHY WHITE**

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**DATE: 2.25.2020**

### **BACKGROUND INFORMATION:**

The Bakeoven Watershed Council was officially formed in 1990. They completed a significant amount of upland restoration work in the 90's into the early 2000's. When most of the upland restoration work was completed, they decided to take a hiatus.

The Council has continued to meet annually to touch base with landowners in the watershed and get updates from agency partners. The landowners in the Bakeoven Buck Hollow Area are involved on the Soil and Water Conservation District Watershed Small Grant Team, and are active in working with the SWCD.

Over the past 3 years, the landowners in the area have decided to regroup and seek funding for another upland restoration grant. They were awarded funding from OWEB in 2017. The money for the grant comes through the SWCD who is the watershed councils' fiscal sponsor. Bob Krein has been the SWCD District Board representative from that area in the county for 10+ years now, and has helped SWCD recruit younger generation landowners and operators to get involved with the Bakeoven Council. They are asking to be formally recognized once again.



Approximate hours/week available for this commitment?

~~1~~ 2/month

Comments:

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

Agricul Business Managmet OSU

Date(s):

Date(s):

Date(s):

Date(s):

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

20 years working with Buck Hollow watershed

Date(s):

Date(s):

Date(s):

Date(s):

General Comments/Additional Relevant Information

Send completed form to:

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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF BLAINE CARVER TO THE BAKEOVEN/BUCK HOLLOW WATERSHED COUNCIL

**ORDER #20-011**

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

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

IT FURTHER APPEARING TO THE BOARD: That the Bakeoven/Buck Hollow Watershed Council is requesting to be recognized by the Board of County Commissioners; and

IT FURTHER APPEARING TO THE BOARD: That Blaine Carver is willing and is qualified to be appointed to the Bakeoven/Buck Hollow Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Blaine Carver be and is hereby appointed to the Bakeoven/Buck Hollow Watershed Council for a term to expire on December 31, 2020.

DATED this 18<sup>th</sup> day of December, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS**

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

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

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

\_\_\_\_\_  
Kathleen B. Schwartz, County Commissioner



## INFORMATION AND QUALIFICATION FORM

### Watershed Councils VOLUNTEER POSITIONS WASCO COUNTY, OREGON

#### BACKGROUND

The Wasco County Soil and Water Conservation District created watershed councils as a means of identifying and addressing the resource concerns of those living within the area. The watershed councils are a way to focus manpower and resources on natural resource issues within the watershed as a whole.

#### APPLICATION

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

*For which Council are you applying?*

☐ 15-Mile    ☐ The Dalles    ☐ White River    ☐ Mosier

Name: Jared Warnock

Address: [REDACTED]

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

E-mail address: [REDACTED]

Signature: Jared Warnock

Date: 2/13/20 Number of years as a Wasco County resident: 30

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

- Improve stream banks and riparian areas
- Reduce erosion and improve native grasses

Approximate hours/week available for this commitment? 2 hrs/month

Comments: \_\_\_\_\_

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

Bachelors in natural Resources <sup>oregon state university</sup> Date(s): [REDACTED]

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

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

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

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

Cattle Rancher - managing grasslands Date(s): 2010-2020

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

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

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

General Comments/Additional Relevant Information

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Send completed form to:

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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

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

**ORDER #20-012**

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

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

IT FURTHER APPEARING TO THE BOARD: That the Bakeoven/Buck Hollow Watershed Council is requesting to be recognized by the Board of County Commissioners; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jerod Warnock be and is hereby appointed to the Bakeoven/Buck Hollow Watershed Council for a term to expire on December 31, 2021.

DATED this 18<sup>th</sup> day of December, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS**

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

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

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

\_\_\_\_\_  
Kathleen B. Schwartz, County Commissioner





## INFORMATION AND QUALIFICATION FORM

### Watershed Councils VOLUNTEER POSITIONS WASCO COUNTY, OREGON

#### BACKGROUND

The Wasco County Soil and Water Conservation District created watershed councils as a means of identifying and addressing the resource concerns of those living within the area. The watershed councils are a way to focus manpower and resources on natural resource issues within the watershed as a whole.

#### APPLICATION

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

*For which Council are you applying?*

☐ 15-Mile   ☐ The Dalles   ☐ White River   ☐ Mosier   ☒ Bekeaven

Name: Robert A Krein

Address: [REDACTED] Mosier OR 97037

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

E-mail address: [REDACTED]@yq400.11

Signature: [Signature]

Date: 2-13-2020 Number of years as a Wasco County resident: 18

Your objectives/goals? Desired contributions and accomplishments? Increase  
ranch productivity and <sup>improve</sup> wildlife, water  
quality.

Approximate hours/week available for this commitment? 2 hours month

Comments: \_\_\_\_\_

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

16 BS Business Ad Date(s): grad [redacted] EOSU

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

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

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

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

SWCO Board Date(s): 10 + years

Bake oven watershed Date(s): 10 + years

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

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

General Comments/Additional Relevant Information

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Send completed form to:

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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF ROBERT KREIN TO THE BAKEOVEN/BUCK HOLLOW WATERSHED COUNCIL

**ORDER #20-013**

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

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

IT FURTHER APPEARING TO THE BOARD: That the Bakeoven/Buck Hollow Watershed Council is requesting to be recognized by the Board of County Commissioners; and

IT FURTHER APPEARING TO THE BOARD: That Robert Krein is willing and is qualified to be appointed to the Bakeoven/Buck Hollow Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Robert Krein be and is hereby appointed to the Bakeoven/Buck Hollow Watershed Council for a term to expire on December 31, 2022.

DATED this 18<sup>th</sup> day of December, 2019.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS**

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

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

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

\_\_\_\_\_  
Kathleen B. Schwartz, County Commissioner



## MOTION

**SUBJECT:** Bakeoven/Buck Hollow Watershed Council Appointment Motion Language

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I move to approve Orders 20-011, 20-012 and 20-013 appointing Blaine Carver, Jerod Warnock and Robert Krein the the Bakeoven/Buck Hollow Watershed Council.



## DISCUSSION ITEM

### Liquor License

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

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## **CONSENT AGENDA**

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[MUSEUM COMMISSION REAPPOINTMENTS](#)

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[COMPASSIONATE CONSULTING AGREEMENT](#)

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## CONSENT AGENDA ITEM

### Museum Commission Reappointments

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[STAFF MEMO](#)

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[ORDER 20-009 REAPPOINTING ELIZABETH WALLIS](#)

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[ORDER 20-010 REAPPOINTING DALIEA THOMPSON](#)

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## MEMORANDUM

**SUBJECT: Museum Commission Reappointments**

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**TO: BOARD OF COUNTY COMMISSIONERS**

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**FROM: KATHY WHITE**

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**DATE: 2.26.2020**

### **BACKGROUND INFORMATION:**

These reappointments should have been made at the last meeting in December of 2019 but were missed due to a clerical error. Both appointees are members in good standing and have agreed to continue to serve on the Museum Commission. You will note that the orders appoint them retroactively so as not to negate any of the work they have done during the first two months of 2020.





IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF ELIZABETH WALLIS TO THE WASCO COUNTY/THE DALLES  
MUSEUM COMMISSION

**ORDER #20-009**

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 COURT: That Elizabeth Wallis' appointment to the Wasco County/The Dalles Museum Commission expired on December 31, 2019; and

IT FURTHER APPEARING TO THE COURT: That Elizabeth Wallis is willing and is qualified to be reappointed to the Wasco County/The Dalles Museum Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Elizabeth Wallis be and is hereby reappointed to the Wasco County/The Dalles Museum Commission effective January 1, 2020; said term to expire on December 31, 2022.

DATED this 4<sup>TH</sup> day of March, 2020.

APPROVED AS TO FORM

Wasco County Board of Commissioners

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

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

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

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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF DALIEA THOMPSON TO THE WASCO COUNTY/THE DALLES  
MUSEUM COMMISSION

**ORDER #20-010**

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 COURT: That Dalia Thompson' appointment to the Wasco County/The Dalles Museum Commission expired on December 31, 2019; and

IT FURTHER APPEARING TO THE COURT: That Dalia Thompson is willing and is qualified to be reappointed to the Wasco County/The Dalles Museum Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Dalia Thompson be and is hereby reappointed to the Wasco County/The Dalles Museum Commission effective January 1, 2020; said term to expire on December 31, 2022.

DATED this 4<sup>TH</sup> day of March, 2020.

APPROVED AS TO FORM

Wasco County Board of Commissioners

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

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

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

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



## CONSENT AGENDA ITEM

### Compassionate Consulting Agreement

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[STAFF MEMO](#)

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[PERSONAL SERVICES AGREEMENT FOR TRAINING AND COACHING](#)

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## MEMORANDUM

**SUBJECT: Compassionate Consulting Contract**

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**TO: BOARD OF COUNTY COMMISSIONERS**

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**FROM: KATHY WHITE**

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**DATE: 2.26.2020**

### **BACKGROUND INFORMATION:**

At the 2.5.2020 session the Board expressed support for continuing Management Team Training that was started at the January Leadership Summit. Chair Hege was concerned about the cost of Executive Coaching. Administrative Officer Tyler Stone was able to negotiate a reduction of \$3,000 for the addition 2-day training along with a reduction of \$50 on the hourly rate for Coaching.

**Letter of Agreement**  
**Number 20-08**  
**Compass Consulting, LLC and Wasco County Oregon**

This agreement between Amy Leneker of Compass Consulting, LLC (CONTRACTOR) and Wasco County Oregon (ORGANIZATION) engages the professional service of preparing and facilitating the 5 Behaviors of a Cohesive Team training.

**A. Terms and Conditions**

This contract sets forth the terms and conditions under which the ORGANIZATION will compensate the CONTRACTOR for such services and represents the entire agreement between the parties.

No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties to this contract.

The period of performance of this contract shall be April 1 – 3, 2020.

**B. Statement of Work**

CONTRACTOR will prepare and facilitate the 5 Behaviors of a Cohesive Team training.

Deliverable	Date	Time	Event	Length	Participants
1	April 2, 2020	8:30a -4:00p	Day 1 5 Behaviors of a Cohesive Team (Trust, Conflict, Commitment, Accountability and Results)	7.5 Hours	All Staff
2	April 3, 2020	8:30a –4:00p	Day 2 5 Behaviors of a Cohesive Team (Trust, Conflict, Commitment, Accountability and Results, continued)	7.5 Hours	All Staff

## C. Expenses

Cost to prepare and facilitate the 5 Behaviors of a Cohesive Team training.

Date	Event	Cost	Notes
April 1 - 3, 2020	Travel Costs	\$1, 250	Assessments have already been purchased and completed.
April 2 - 3, 2020	5 Behaviors of a Cohesive Team	\$7, 000	Cost Includes a savings of \$3,000 off regular price of \$10,000 for this training.  Organization provides: 1. Meeting space 2. Equipment to project a PowerPoint (with audio) 3. Flip chart paper and post it note
Total cost		\$8, 250	

### Leadership Coaching on retainer

Date	Event	Estimate	Notes
TBD	Leadership Coaching	TBD	Coaching sessions billed at hourly rate of \$200 (reduced from regular rate of \$250). Coaching sessions billed at 1.5 hours to include prep and follow up.  See pricing sheet for regular pricing information.
		TBD	

#### **D. Billing Procedures and Payment**

ORGANIZATION will pay CONTRACTOR upon acceptance of services provided and receipt of a properly completed invoice, which shall be submitted electronically to the Contract Manager.

The CONTRACTOR shall electronically submit an invoice after the work has performed. The invoice shall include the work performed and total owed.

Payment shall be considered timely if made by the ORGANIZATION within thirty (30) calendar days after receipt of a properly completed invoice. Payment shall be sent to the address that appears on the submitted invoice. No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the ORGANIZATION.

## E. CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communication and billings regarding the performance of this contract.

CONTRACTOR Contract Manager	ORGANIZATION Contract Manager
<b>Sarah Winner</b> Training and Events Director Compass Consulting, LLC 2142 79 <sup>th</sup> Avenue SE Tumwater, WA 98501 <a href="mailto:Sarah@CompassConsultingTeam.com">Sarah@CompassConsultingTeam.com</a>	<b>Kathy Clark</b> Wasco County Oregon <a href="mailto:kathyc@co.wasco.or.us">kathyc@co.wasco.or.us</a>

This agreement, consisting of **3** pages, is hereby accepted and agreed to as written.

CONTRACTOR

ORGANIZATION



\_\_\_\_\_  
Signature

Amy Leneker, Member  
Compass Consulting, LLC

February 20, 2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Scott C. Hege  
Wasco County Board of Commissioners

\_\_\_\_\_  
Date



**ADDENDUM “A” – GENERAL PROVISIONS**  
**to**  
**WASCO COUNTY PERSONAL SERVICES AGREEMENT**

THIS ADDENDUM “A” is made a part of that certain agreement between Wasco County, an Oregon political subdivision (“County”), and Compass Consulting, LLC (“Contractor”) dated February 20, 2020 (the “Agreement”). The following terms are hereby incorporated into the Agreement:

1. Qualifications. Contractor represents that Contractor has the training, ability, knowledge, and experience to provide the Services described in the Agreement.
2. Public Contracting Rules. County selected Contractor to provide the Services described in the Agreement pursuant to a solicitation process consistent with its public contracting rules.
3. Non-Assignability. Neither party shall assign or transfer any interest in or duty under the Agreement without the written consent of the other.
4. Independent Contractor. Contractor certifies that:
  - a. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.600 and not an employee of County, shall not be entitled to benefits of any kind to which an employee of County is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of County for any purpose, County shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of the Agreement, to the full extent of any benefits or other remuneration Contractor receives (from County or third party) as a result of the finding and to the full extent of any payments that County is required to make (to Contractor or to a third party) as a result of the finding.
  - b. Contractor represents that no employee of the County, or any partnership or corporation in which a County employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the Agreement, except as specifically declared in writing.
  - c. Contractor is not an officer, employee, or agent of the County as those terms are used in ORS 30.265.
5. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

**County:**

Wasco County  
Attention: Administrative Officer  
511 Washington Street, Suite 101  
The Dalles, OR 97058  
Business Phone: 541-506-2550

**Contractor** (See address on Agreement if blank):

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

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

6. Modifications in Writing. The Agreement is intended both as a final expression of the Agreement

**ADDENDUM “A” – GENERAL PROVISIONS**  
**to**  
**WASCO COUNTY PERSONAL SERVICES AGREEMENT**

between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of the Agreement shall be effective unless and until it is made in writing and signed by both parties.

7. Ownership of Work Documents. Contractor is using licensed material (Dare to Lead™ and 5 Behaviors of a Cohesive Team™), which are under a licensing agreement. The licensing agreement does not allow for any reproduction or transferring of rights.

8. Labor and Material. Contractor understands that County will be providing audio/visual equipment to project a PowerPoint presentation, and facilitations supplies, including flip chart paper, markers, post it notes, and name tents.

9. Termination for Convenience. The Agreement may be terminated by County for convenience by giving seven (7) days’ prior written notice of intent to terminate, without waiving any claims or remedies it may have against the Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of the Agreement for contract work completed and accepted before termination less previous amounts paid and any claim(s) County has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed contract work completed before termination and all contract closeout costs actually incurred by Contractor. County shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

10. Termination for Cause. County may terminate the Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by County, under any of the following conditions:

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

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

12. Remedies. In the event of breach of the Agreement the parties shall have the following remedies:

- a. If terminated under paragraph 11 by County due to a breach by Contractor, County may complete the work either itself, by agreement with another contractor, or by a combination thereof.
- b. In addition to the above remedies for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- c. If County breaches the Agreement, Contractor’s remedy shall be limited to termination of the Agreement and receipt of contract payments to which Contractor is entitled.

**ADDENDUM “A” – GENERAL PROVISIONS**  
**to**  
**WASCO COUNTY PERSONAL SERVICES AGREEMENT**

- d. County shall not be liable for any indirect, incidental, consequential, or special damages under the Agreement or any damages arising solely from terminating the Agreement in accordance with its terms.
- e. Upon receiving a notice of termination, and except as otherwise directed in writing by County, Contractor shall immediately cease all activities related to the Services and work under the Agreement. As directed by County, Contractor shall, upon termination, deliver to County all then existing work product that, if the Agreement had been completed, would be required to be delivered to County.

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

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

15. Compliance with Laws and Regulations. Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services hereunder.

16. Experience, Capabilities and Resources. By execution of the Agreement, the Contractor agrees that Contractor has the skill, legal capacity, and professional ability necessary to perform all the Services required under the Agreement, and Contractor has the capabilities and resources necessary to perform the obligations of the Agreement.

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

18. Representations and Warranties. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform the Agreement, (2) when executed and delivered, the Agreement shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) Contractor shall, at all times during the term of the Agreement, be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent, (4) the Services under the Agreement shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions, and (5) the Contractor is not in violation of any Oregon tax laws. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

19. Attorney Fees. In case a suit or action is instituted to enforce the provisions of the Agreement, the parties agree that the losing party shall pay such sums as the court may adjudge reasonable for attorney fees and court costs, including attorney fees and costs on appeal.

20. Confidentiality. Contractor shall maintain the confidentiality of any of County’s information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Contractor from establishing a claim or defense in an

**ADDENDUM “A” – GENERAL PROVISIONS**  
**to**  
**WASCO COUNTY PERSONAL SERVICES AGREEMENT**

adjudicatory proceeding. Contractor shall require similar agreements from County’s and/or Contractor’s subcontractors to maintain the confidentiality of information of County.

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

22. Waivers. No waiver by County of any provision of the Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Contractor of the same or any other provision. County’s consent to or approval of any act by Contractor requiring County’s consent or approval shall not be deemed to render unnecessary the obtaining of County’s consent to or approval of any subsequent act by Contractor, whether or not similar to the act so consented to or approved.

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

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

25. Integration. The Agreement, including the attached exhibits contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by the Agreement.

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

27. Authority. The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make the Agreement.



## AGENDA ITEM

### White River Health Clinic Updates

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[LETTER FROM DISTRICT BOARD OF DIRECTORS](#)

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February 25, 2020

To: Wasco County Board of Commissioners

The White River Health District Board of Directors want to inform you that we have recently made a leadership change at the Deschutes Rim Health Clinic in Maupin. Currently, the 5-member Board of Directors, Clinic Manager, and new Medical Director comprise the leadership team. We are moving forward in a positive direction and taking a fresh approach to doing business and meeting the health needs of the South Wasco community.

We are excited about starting anew, which has already shown to be providing benefits. Patient visits have increased substantially as both new and returning patients, along with current patients, come to the clinic to seek medical attention from Dr. Cheryl LaPlante and receive other medical services from clinic staff. We have excellent staff who are excited to learn and grow in their jobs in a positive working environment. Our Clinic Manager, Nina Marvin, has aptly taken over all aspects of clinic operations. Staff and the Board are looking to rebrand the clinic in terms of a new logo, new mission and vision, and new motto. We have the good of the community in mind as we make these positive changes and want to ensure the community sees that the clinic is there for them.

Our commitment to a new clinic building remains undeterred even though we know the challenges that lay before us. Members of the Board are working with the architect to 'right size' the building using value engineering to reduce costs and the pro-forma budget. We are reporting back to our investors and Foundations to steward their commitment and share our commitment to reaching our shared goal. Our capital campaign strategy is being reworked and refined. And, associated clinic and campaign committees are on board, supportive, and ready to help when needed. We are also reengaging with MCMC to explore partnership opportunities and enlist their support and perspective on a re-designed clinic facility. Westby Associates, Inc., continues to be a valuable resource for this capital campaign.

The Board of Directors and staff are excited about the direction we are moving in to providing excellent health care in South Wasco County, now and into the future. We appreciate the continued support of the Wasco County Commissioners and look forward to sharing upcoming progress with you.

Regards,

White River Health District Board of Directors



## AGENDA ITEM

**Mosier Town Hall**

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[TOWN HALL FLYER](#)

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**Wasco County**  
**Board of Commissioners'**  
**TOWN**  
**HALL**

**Wednesday March 4, 2020**

**5:30 p.m.**

**Ask  
Questions**

**Mosier Senior Center**  
**500 East 2nd Ave**  
**Mosier, OR**

**Express  
Concerns**

**JOIN THE CONVERSATION!**



**The Town Hall will be followed by**  
**Mosier City Council Meeting**  
**Beginning at 6:30 p.m.**