



## AGENDA: REGULAR SESSION

WEDNESDAY, MARCH 2, 2022

WASCO COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

9:00 a.m.	<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> <b>Discussion Items:</b> <a href="#">Building Codes Amendment</a> (Items of general Commission discussion, not otherwise listed on the Agenda) <b>Consent Agenda:</b> <a href="#">2.16.2022 Regular Session Minutes</a> (Items of a routine nature: minutes, documents, items previously discussed.) <b>Public Comment at discretion of Chair</b>
9:15 a.m.	<a href="#">Smoke Mitigation Grant Agreement &amp; IGA</a> – Lauren Kraemer
	<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)(n) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations



**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
MARCH 2, 2022**

This meeting was held on Zoom

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

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

**PRESENT:** Kathy Schwartz, Chair  
Steve Kramer, Vice-Chair  
Scott Hege, County Commissioner  
**STAFF:** Kathy Clark, Executive Assistant  
**ABSENT:** Tyler Stone, Administrative Officer

Chair Schwartz opened the session at 9:00 a.m.

Changes to the agenda: Ms. Clark asked to add a letter of support for a School District 21 grant application to the Discussion List.

**Discussion Item – Letter of Support**

North Wasco County School District 21 Chief Financial Officer Kara Flath explained that they are applying for an education grant to hire a Safe Routes to Schools Coordinator who will work with the City and County, parents, staff and community partners to educate the public on safe routes to school. The District has already developed recommendations, especially for Chenoweth and Colonel Wright Elementary Schools. The grant will be between \$100,000 and \$150,000. She asked that the letter mention the County's willingness to work with the coordinator.

Commissioner Hege said he thinks it is a good program. He asked if this would be a temporary position or permanent. Ms. Flath replied that there are programs available to support the position. She agreed that stability is a concern; she thinks it will take two years to assess the effectiveness of the program and she hopes to be able to sustain it beyond that.

Commissioner Hege stated that he supports the letter and is willing to help in any way he can.

Vice-Chair Kramer agreed with Commissioner Hege's comments. He asked if the letter is time sensitive. Ms. Flath responded that applications are due by March 16<sup>th</sup>.

**\*\*\*The Board was in consensus to provide a letter of support for North Wasco County School District's application to the Safe Routes to School grant program.\*\*\***

**Discussion Item – Building Codes IGA Amendment**

Ms. Clark explained that this has been in place since shortly after Wasco County took over the Building Codes program. It provides a safety net to allow inspections to continue under most circumstances.

Chair Schwartz pointed out that the amendment not only extends the agreement but applies an annual spending cap.

Commissioner Hege said that our approach to Building Codes is working well and he supports extending the agreement; it is nice to have a backup.

**{{{Vice-Chair Kramer moved to approve IGA 90G000359 Amendment 2 extending cooperative Building Codes services with the State Building Codes Division through March 1, 2027. Commissioner Hege seconded the motion which passed unanimously.}}}**

**Discussion Item – Red Cross Proclamation**

Chair Schwartz said that the Red Cross is a wonderful organization that works behind the scenes – she has seen them work locally; they have many wonderful volunteers. She stated that she is very proud to make this proclamation.

Commissioner Hege read the proclamation (included in the Board Packet).

**{{{Commissioner Hege moved to proclaim March, 2022 as American Red Cross Month throughout Wasco County. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

**Consent Agenda – 2.16.2022 Regular Session Minutes**

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

Chair Schwartz opened the floor to public comment. There was none.

**Agenda Item – Smoke Mitigation Grant Agreement & IGA**

Wasco County 4H and Extension District Family and Community Health Director Lauren Kraemer explained that the grant will allow the Extension Service District to develop a regional smoke management plan in collaboration with the County and community partners. She said that she hopes to have the project completed in a year at which time they will hold a tabletop exercise to test the plan.

Vice-Chair Kramer said he thinks this is a fine program that needs to move forward. He said that since there is an accompanying IGA between the County and OSU, he would like to hear from County Counsel.

County Counsel Kristen Campbell said that she has worked extensively with Ms. Kraemer and DEQ and has no concerns.

Ms. Kraemer stated that they applied for and received three grants that will support this work. A grant from OHSU will support the installation of air quality monitors. They hope to get more monitors that can be installed at schools. Eventually, the monitors should be able to notify citizens directly if there is an air quality alert. This grant is for a plan to respond to smoke in the region. She hopes to have an Americorps intern to work on this along with 25% of her time. There is a lot of interest in participating from our partner agencies. A more long-term project will be to find ways to reduce smoke.

Chair Schwartz asked about personal protective equipment that people may need when there is smoke in the area. She asked if part of the work will be to educate the public. Ms. Kraemer confirmed that there will be education on what kind of masks are effective, the need for air purifiers, etc. She added that there is funding for low-income families to access those measures; they also just received 10,000 smoke-rated masks to help respond to an event.

**{{Vice-Chair Kramer moved to approve DEQ Smoke Management Community Planning Grant Agreement # 046-22 and the IGA between Wasco County and OSU Extension Services for implementation of said grant. Commissioner Hege seconded the motion which passed unanimously.}}**

**Commission Call**

The Board discussed the possibility of moving to hybrid meetings starting March 16<sup>th</sup>. It was determined that if staff can accommodate that start date, they would move forward with it.

The Board discussed the possibility of identifying a meeting space that would accommodate more people without being crowded. Ms. Clark said she would look into the possibilities.

Sheila Dooley asked if the Wilson Hearing will be hybrid. Commissioner Hege replied that it may be but in any case, a remote option will be available.

Chair Schwartz adjourned the session at 9:40 a.m.

Summary of Actions
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**MOTIONS**

- **To approve IGA 90G000359 Amendment 2 extending cooperative Building Codes services with the State Building Codes Division through March 1, 2027**
- **To proclaim March, 2022 as American Red Cross Month throughout Wasco County.**
- **To approve the Consent Agenda – 2.16.2022 Regular Session Minutes.**
- **To approve DEQ Smoke Management Community Planning Grant Agreement # 046-22 and the IGA between Wasco County and OSU Extension Services for implementation of said grant.**

**CONSENSUS**

- **To provide a letter of support for North Wasco County School District's application to the Safe Routes to School grant program.**

Wasco County  
Board of Commissioners

  
Kathleen B. Schwartz, Commission Chair

  
Steven D. Kramer, Vice-Chair

  
Scott C. Hege, County Commissioner



## DISCUSSION LIST

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[BUILDING CODES AMENDMENT](#) – Tyler Stone

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## DISCUSSION ITEM

### Amendment 2 – Building Codes Services

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[STAFF MEMO](#)

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[2020 BUILDING CODES SERVICES AGREEMENT 90G000359](#)

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[IGA 90G000359 AMENDMENT #2](#)

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[MOTION LANGUAGE](#)

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## MEMORANDUM

**SUBJECT: State Building Codes Amendment 2**

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**TO: BOARD OF COUNTY COMMISSIONERS**

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**FROM: KATHY CLARK**

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**DATE: FEBRUARY 23, 2022**

### **BACKGROUND INFORMATION:**

In September of 2020, Wasco County entered into a 6-month agreement (included in packet) with State Building Codes Division for back-up services. This agreement was extended by a year in March of 2021 through IGA 90g000359 Amendment #1. This Amendment extends that agreement through March 1, 2027, updates contact information and adds a not to exceed amount of \$25,000.



# COOPERATIVE AGREEMENT (6 MONTH) 906000359

This agreement is between the Wasco County (Municipality) and the State of Oregon acting by and through its Department of Consumer and Business Services, Building Codes Division (DCBS), in accordance with ORS 190.110 and 455.185. The Contract Administrators of this agreement are:

DCBS	Wasco County
Contract Administrator: Warren Jackson Title: Field Services Section Manager State of Oregon, Department of Consumer and Business Services, DCBS Building Codes Division 1535 Edgewater St. NW P.O. Box 14470 Salem, OR 97309-0404 Phone: (503) 378-2015 Fax: (503) 378-2322 Email: warren.d.jackson@Oregon.gov	Contract Administrator: Tyler Stone Title: Administrative Officer Wasco County Administrative Services 511 Washington Street, Suite 101 The Dalles, OR 97058 Phone: (541) 506-2552  FEIN: 93-6002315 Email: tylers@co.wasco.or.us

**I. PURPOSE:** By this Agreement, the State of Oregon, acting by and through its Department of Consumer and Business Services, Building Codes Division (DCBS), and the Municipality agree to provide Building Official services, Plan Review and Inspection services to each other when requested. When requesting services, a party is the Requesting Party. When providing Services, a party is the Service Provider.

**II. TERM OF AGREEMENT:**

This Agreement shall become effective when signed by all parties. This Agreement shall expire March 1, 2021, unless terminated early in accordance with Section IX.

**III. STATEMENT OF WORK**

A. A Requesting Party shall:

1. Contact the Building Official of the Service Provider, when services are needed.
2. Email inspection requests to the Building Official of the Service Provider, at least 24 hours in advance of inspection.
3. Send all construction plans for which plan review is requested to:

When DCBS is the Service Provider:

ATTN Warren Jackson  
BCD Salem Office,  
1535 Edgewater St. NW,  
Salem OR 97309

When Municipality is Service Provider:

ATTN: Kylee Ruby  
Wasco County Building Codes Services  
2705 E. 2<sup>nd</sup> Street  
The Dalles, OR 97058

4. Remit payment to the Service Provider in accordance with Section IV(C).

B. Service Provider shall:

1. Provide an interim Building Official who is certified to perform Building Official duties during business hours by telephone and onsite, as requested. The interim Building Official shall be an employee of the Service Provider, managed by, reporting within, and subject to the direction and control of the Service Provider.
2. Perform plan review and inspection services, by plan or inspection as requested, consistent with construction codes and standards adopted by the State of Oregon.
3. Perform services using Service Provider staff possessing appropriate certification or designation recognized by the State of Oregon.
4. Complete residential plan reviews within 10 calendar days. Complete commercial Plan reviews within 15 calendar days of receipt.
5. Submit inspection reports to the Requesting Party within forty-eight (48) hours of the inspection.

The only services that will be provided under this Agreement are those requested by the Requesting Party and as Service Provider has available staff to complete the requested work

**IV. CONSIDERATION**

- A. Requesting Party agrees to pay Service Provider at the rate of eighty-five dollars (\$85.00) per hour for work.
- B. Both parties certify that, at the time this agreement is written, sufficient funds are available and authorized for expenditure to finance costs of this agreement.
- C. Requesting Party shall remit payment to Service Provider on a quarterly basis. Quarters will be: January thru March, April thru June, July thru September, and October thru December. Payment is due within 60 days of the close of each quarter. Payment to be sent to the following address:

When DCBS is Service Provider:

Building Codes Division  
BCD FACS  
PO Box 14470  
Salem OR 97309-0404

When Municipality is Service Provider:

ATTN: Mike Middleton  
Wasco County Finance Department  
511 Washington Street, Suite 207  
The Dalles, OR 97058  
mikem@co.wasco.or.us

- D. With every payment, for the work done under this Agreement during the quarter for which payment is being remitted, Requesting Party shall provide Service Provider with:

1. Documentation of each plan review performed by Service Provider and the number of hours;
2. Documentation of each permit inspected by Service Provider and the associated number of hours;



3. Documentation of any request for interim Building Official services made, as well as the month and number of hours Service Provider provided interim Building Official services;
  4. documentation of all work performed by Service Provider at the hourly rate under paragraph (A) of this section, as well as the date and number of hours such work was performed; and
- E. Requesting Party agrees that it shall provide or make available, if and as requested by Service Provider, any and all records and information related to this agreement of which Requesting Party is custodian, within 30 days of such request by Service Provider. Requesting Party further agrees that it shall retain and not destroy any and all documents and records related to this Agreement for a minimum of one year after such document or record is created.

#### **V. TRAVEL AND OTHER EXPENSES**

Requesting Party shall not be responsible to Service Provider for travel or other expenses.

#### **VI. BREACH**

Neither party shall be in breach of this Agreement until written notice of the unperformed obligation has been given and that obligation remains unperformed after notice for 7 days in the case of Municipality's obligations; or 14 days in the case of DCBS's obligations. In the case of a default, the nonbreaching party may terminate this agreement with (10) days prior written notice to the breaching party and shall be entitled to seek damages or any other remedy provided by applicable law. If DCBS is the nonbreaching party, it may elect to perform any of the breaching party's obligations and recover from the breaching party the costs of such performance plus interest at the rate of 10% of such costs. If DCBS is the nonbreaching party, it may also elect to commence an investigation of Municipality under ORS 455.770(1) and (2)(b).

#### **VII. CONTRIBUTION**

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 a party (the "Notified Party") with respect to which the other party ("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. Either 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 paragraph and 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 liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Municipality (or would be if joined in the Third Party Claim), the 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 the Municipality in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Municipality 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 the State on the one hand and of the Municipality 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. The State'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.

With respect to a Third Party Claim for which the Municipality is jointly liable with the State (or would be if joined in the Third Party Claim), the 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 the State in such proportion as is appropriate to reflect the relative fault of the Municipality on the one hand and of the State 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 the Municipality on the one hand and of the 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. The Municipality'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.

#### **VIII. AMENDMENTS**

The terms of this agreement shall not be waived, altered, modified, supplemented or amended except by written instrument signed by both parties. This agreement may be extended upon written amendment.

#### **IX. TERMINATION**

This agreement may be terminated by mutual consent by both parties or by either party upon thirty (30) days' notice, in writing.

#### **X. FORCE MAJEURE**

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against. In such event, the period for the performance shall be extended for the period of such delay. Upon the cessation of the cause of delay or nonperformance, the affected Party shall resume performance of its obligations under this Agreement. Either party may terminate the agreement, effective with the giving of written notice, after determining such delays or failure will reasonably prevent successful performance in accordance with the terms of this agreement.

#### **XI. ALTERNATIVE DISPUTE RESOLUTION**

The parties shall attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**XII. NONDISCRIMINATION**

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

**XIII. COMPLIANCE WITH APPLICABLE LAWS**

The parties agree that both shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the State of Oregon.

**XIV. PARTNERSHIP**

Neither party is, by virtue of this agreement, a partner nor a joint venturer in connection with activities carried out under this agreement, and shall have no obligation with respect to the other party's debts or any other liability or obligation of the other party of whatever kind or nature.

**XV. AUDIT**

DCBS reserves the right to audit, at Municipality's expense, all records pertinent to this agreement.

**XVI. NO WAIVER OF CLAIMS**

The failure by either party to enforce any provision of this agreement shall not constitute a waiver by that party of that provision or of any other provision or provisions of this agreement.


**XVII. ENTIRE AGREEMENT**


This agreement constitutes the entire agreement between the parties concerning the subject matter of this agreement and supersedes any and all prior or contemporaneous negotiations or agreements between the parties, whether written or oral, concerning the subject matter of this agreement which is not fully expressed herein. This agreement may not be modified or amended except in writing and signed by all parties.

**XVIII. SIGNATURES**

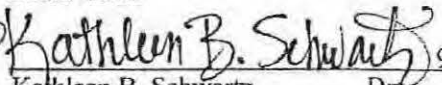
Department of Consumer and Business  
Services, Building Codes Division

Wasco County


 9/17/2020  
Lori Graham Date  
Administrator

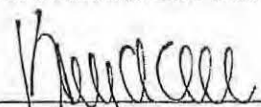
 9.16.2020  
Scott C. Hege Date  
Board Chair

 9/24/20  
Nancy A. Cody Date  
Designated Procurement Officer

 9.16.2020  
Kathleen B. Schwartz Date  
Vice-Chair

APPROVED AS TO FORM:

 9.16.2020  
Steven D. Kramer Date  
County Commissioner

  
Kristen Campbell, County Counsel

**AMENDMENT #2 to  
COOPERATIVE AGREEMENT # 90G000359**

**RECITALS**

1. *Agreement 90G000359 for plan review, inspection and Building Official services was retroactively effective September 1, 2020.*
2. *Amendment 1 extended the term.*
3. *Amendment 2 updates Contract Administrator information, extends the term, and adds a not-to-exceed amount of \$25,000.*

1. This agreement is between the State of Oregon acting by and through its Department of Consumer and Business Services, Building Codes Division, (DCBS), and Wasco County (Municipality) in accordance with ORS 190.110 and 455.185.
2. The Agreement is hereby amended as follows (new language is indicated by **bold underlining** font, and deleted language is indicated by ~~strike through~~ font).

2.1 DCBS Contract Administrator has been amended as follows:

<b>DCBS</b>	<b>Wasco County</b>
Contract Administrator: Warren Jackson Title: Field Services Section Manager State of Oregon, Department of Consumer and Business Services, DCBS Building Codes Division 1535 Edgewater St. NW P.O. Box 14470 Salem, OR 97309-0404 Phone: (503) 378-2015 Fax: (503) 378-2322  Email: <a href="mailto:warren.d.jackson@dcbs.oregon.gov">warren.d.jackson@dcbs.oregon.gov</a> <del>warren.d.jackson@Oregon.gov</del>	Contract Administrator: Tyler Stone Title: Administrative Officer Wasco County Administrative Services 511 Washington Street, Suite 101 The Dalles, OR 97058 Phone: (541) 506-2552  FEIN: 93-6002315 Email: <a href="mailto:tylers@co.wasco.or.us">tylers@co.wasco.or.us</a>

2.2 Section II. TERM OF AGREEMENT:

This Agreement shall become effective retroactively on September 1, 2020. This Agreement shall expire **March 1, 2027** ~~March 1, 2022~~, unless terminated early in accordance with Section IX.

2.3 Section IV. CONSIDERATION

**A. The total not to exceed amount for this Agreement is \$25,000.00.**

**B.** A. Requesting Party agrees to pay Service Provider at the rate of eighty-five dollars (\$85.00) per hour for work.

**C.** ~~B.~~ Both parties certify that, at the time this agreement is written, sufficient funds are available and authorized for expenditure to finance costs of this agreement.

**D.** ~~C.~~ Requesting Party shall remit payment to Service Provider on a quarterly basis. Quarters will be: January thru March, April thru June, July thru September, and October thru December. Payment is due within 60 days of the close of each quarter. Payment to be sent to the following address:

When DCBS is Service Provider:

Building Codes Division  
BCD FACS  
PO Box 14470  
Salem OR 97309-0404

When Municipality is Service Provider:

ATTN: Mike Middleton  
Wasco County Finance Department  
511 Washington Street, Suite 207  
The Dalles, OR 97058  
mikem@co.wasco.or.us

**E.** ~~D.~~ With every payment, for the work done under this Agreement during the quarter for which payment is being remitted, Requesting Party shall provide Service Provider with:

1. Documentation of each plan review performed by Service Provider and the number of hours;
2. Documentation of each permit inspected by Service Provider and the associated number of hours;
3. Documentation of any request for interim Building Official services made, as well as the month and number of hours Service Provider provided interim Building Official services;
4. documentation of all work performed by Service Provider at the hourly rate under paragraph (A) of this section, as well as the date and number of hours such work was performed; and

**F.** ~~E.~~ Requesting Party agrees that it shall provide or make available, if and as requested by Service Provider, any and all records and information related to this agreement of which Requesting Party is custodian, within 30 days of such request by Service Provider. Requesting Party further agrees that it shall retain and not destroy any and all documents and records related to this Agreement for a minimum of one year after such document or record is created

3. Except as expressly amended above, all other terms and conditions of original contract are still in full force and effect. Municipality certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

*Signatures on next page*

4. Signatures

Wasco County, Oregon

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

FEIN: 93-6002315

OR Business Registry: N/A

COBID #: N/A

State of Oregon acting by and through its  
Department of Consumer and Business Services,  
Building Codes Division

Reviewed by: \_\_\_\_\_  
Dawn Bass

Title: Deputy Administrator

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

Executed by: \_\_\_\_\_  
Miriha Aglietti

Title: Designated Procurement Officer

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

*Approved Pursuant to ORS 279A.140*  
**DEPARTMENT OF ADMINISTRATIVE  
SERVICES:**

By: Not Required per OAR 125-246-0365(4)

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

*Approved Pursuant to ORS 291.047*  
**DEPARTMENT OF JUSTICE:**

By: Not Required per OAR 137-045-0050(18)

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





## MOTION

**SUBJECT:** Building Codes Services IGA Amendment #2

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I move to approve IGA 90G000359 Amendment 2 extending cooperative Building Codes services with the State Building Codes Division through March 1, 2027.



## **CONSENT AGENDA**

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[MINUTES: 2.16.2022 REGULAR SESSION](#)

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**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
FEBRUARY 16, 2022**

This meeting was held on Zoom

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

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

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

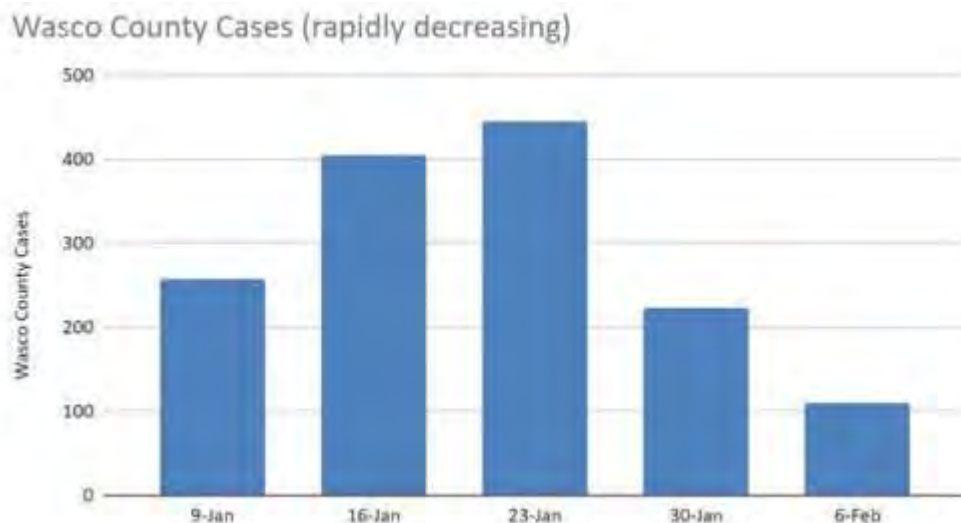
**STAFF:** Kathy Clark, Executive Assistant  
Tyler Stone, Administrative Officer

Chair Schwartz opened the session at 9:00 a.m.

Changes to the agenda: Vice-Chair Kramer asked to add a possible letter to the Courthouse Security Task Force to the Discussion list.

**Discussion Item – COVID Update**

Chair Schwartz said that NCPHD staff could not make today's meeting; she will provide a brief update in their stead. She stated that cases are rapidly declining in Wasco County with just over 100 cases reported for the first week of February.



Hospital capacity is slowly opening up. She said it is important to remember that we need to look at hospital capacity around the state as well as within our own region; you never know when you might be transferred to a hospital outside of our region.

### Region 6 Hospital Capacity

7/10 ICU Beds Occupied

44/50 Non-ICU Beds Occupied

Chair Schwartz reviewed a number of other updates seen below. She urged everyone to continue masking until the hospital numbers come down.

- Case counts and hospitalizations continuing to drop statewide and countywide
- Testing
  - NCPHD testing volume down significantly
  - Distributing 5220 COVID-19 home test kits to the community
- Vaccine
  - FEMA staffed vaccine clinic at old Griffith Motor building 2/21-2/28, daily 11-6, Ages 5+
  - Will begin offering COVID-19 vaccines 5+ at NCPHD Wednesdays & Fridays starting 3/2/2022
  - Little pediatric vaccine (6 mos-4 years) delayed - FDA wants more data
- Mask mandates
  - Indoor mask mandate to be withdrawn no later than March 31, 2022
  - Will NOT apply to healthcare facilities
  - Businesses will have to right to still require mask usage
  - State K-12 mask mandate revoked March 31, 2022
    - Individual districts may still opt to require masks
    - At this time we do not know what each of our school district will do

**\*\*\*KEEP WEARING YOUR MASK UNTIL THE HOSPITAL NUMBERS GO DOWN!!**

Commissioner Hege asked what the bench mark is for hospital capacity in regard to the mask mandate. Chair Schwartz replied that she has not seen that from the State but she believes it will be sooner than March 31<sup>st</sup>. The threshold

will be statewide rather than regional or by county.

Commissioner Hege commented that our local capacity is fairly small; incremental changes can have a big impact and can make for rapid changes.

Radio News Reporter Rodger Nichols asked how to get tests from NCPHD. Chair Schwartz answered that they are having drive-through pick-up events from noon to 1:00 p.m. today and tomorrow.

#### Discussion Item – Association of Oregon Counties Annual Dues

Ms. Clark explained that this is the annual invoice for membership in AOC which provides lobbying, support and training for Oregon Counties.

Commissioner Hege commented that AOC provides a great service and he wants to continue the membership. He stated that it is a significant amount of money for a very valuable service. Chair Schwartz agreed as did Vice-Chair Kramer.

**\*\*\*The Board was in consensus to continue membership in the Association of Oregon Counties.\*\*\***

#### Discussion Item – LPSCC Appointments

Ms. Clark stated that the Local Public Safety Coordinating Council is very prescriptive in its membership composition. Two of the required positions were vacated due to retirements. Tara Koch, former Executive Director of Haven, previously occupied the position representing a community-based nonprofit organization providing services to victims of crime; with this appointment, Marcee Manning, current Haven Executive Director, will fill that position. In addition, Donna McClung, who held the non-voting position representing Oregon Youth Authority, retired; with this appointment, that position will be filled by Eric Barrera.

**{{Commissioner Hege moved to approve Orders 22-007 and 22-008 appointing Marcee Manning and Eric Barrera to the Wasco County Local Public Safety Coordinating Council. Vice-Chair Kramer seconded the motion which passed unanimously.}}**

#### Discussion Item – Fee Schedule Policy

Chair Schwartz reminded the Commissioners that they had talked about this issue during last fall's Fee Schedule update process. Staff was tasked with developing a policy to provide guidance for updating the Fee Schedule Ordinance in order to ensure a more equitable, standardized process.

Vice-Chair Kramer commented that it is a straight-forward policy that can be modified as needed. Commissioner Hege agreed, saying that it covers what was discussed and makes it clearer.

Chair Schwartz agreed that it is a good starting point. She said she wonders about the “shall” in directing the fees to be adjusted by the CPI.

Mr. Stone responded that what the Board had asked for was a policy to adjust fees to trend with CPI. Some fees are determined by statute and cannot be locally amended.

Chair Schwartz asked if there is wiggle room in the policy, noting that it may not be appropriate for Community Correction fees, as an example, to be increased as much as other department fees.

Mr. Stone said that is the reason staff did not want a policy. However, it is the Board’s discussion and approval that sets the final fees.

Commissioner Hege said this is a good direction. What can happen is fees do not get raised incrementally on a regular basis and then suddenly need to be raised significantly which is problematic. He said it is good to identify what metric we are using to amend the fees.

Further discussion ensued regarding specific language contained in the policy.

**{{{Commissioner Hege move to approve Policy 22-001 to guide updates to the Wasco County Uniform Fee Schedule. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

<b>Discussion Item – Courthouse Task Force</b>
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Vice-Chair Kramer said we have presented to the Task Force regarding our planned remodel of the Wasco County Courthouse. They will decide on March 9<sup>th</sup> regarding the prioritization of courthouse projects around the state. We have until February 25<sup>th</sup> to submit updates to our proposals. Administrative Services Director Matthew Klebes has done an outstanding job; we are finalizing drawings along with a letter. He said he would like a letter from the Board to accompany that submission.

Commissioner Hege said he thinks it’s great and supports the letter. He asked about the funding from the state and any match requirements associated with that funding. Vice-Chair Kramer replied that we house Circuit Court in our building at no cost to them. AOC and the Oregon Justice Department are prioritizing the

list of requests to update courthouses around the state. Our proposal is for upgrades to the 1<sup>st</sup> floor, a second elevator and security entrances so that the courts have the security they need. Depending on where we land on the list, there will be a match needed. He said he has relationships with a number of the Task Force members and will be lobbying on our behalf. A unified letter from our Board will be helpful.

Commissioner Hege said that he fully supports a letter from the Board. He stated that the more detailed scope we have to provide, the better chance we have. Vice-Chair Kramer said that Mr. Klebes has the scope; we are just adding the fiscal information which we should have by Friday.

**\*\*\*The Board was in consensus to send a letter supporting the submission to the Courthouse Task Force requesting funding for Wasco County Courthouse improvements.\*\*\***

Chair Schwartz asked how many projects are being considered. Vice-Chair Kramer answered that there are 8-10 on the list. Commissioner Hege added that there is a certain pot of money for this and they have to determine how to parse it out. Some counties have wanted full rebuilds costing \$100 million; ours will not be that big but will be significant for us. Chair Schwartz said that whatever we can do to make that happen, we should do.

<b>Agenda Item – Public Road Dedication</b>
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Chair Schwartz explained that this request is for an existing road (to be named "Homestead Road") to be dedicated into a public road of local access (not to be introduced into the county road maintenance system). The proposed road dedication will provide public access to residentially developed and developable properties associated with the preliminarily approved Pine Ridge Subdivision. The Planning File Number associated with the request is 921-21-000010-PLNG. The applicant is Austin Justesen. The proposed road will begin approximately 0.38 miles southwest of the Emigrant Street and Wamic Market Road intersection, approximately 0.24 miles southwest of the recently vacated Homestead Road entry point, and approximately 0.17 miles northeast of the Smock Road and Wamic Market Road intersection. The proposed road proceeds through property owned by Jonnie L. and Fred A. Justesen, and is specifically described as: Tax Lot: Township 4 South Range 12 East Section 14 B Tax Lot 400; Account Number: 11461; Zoned: Wamic Commercial and Wamic Medium Industrial Zones; and Tax Lot: Township 4 South Range 12 East Section 14 Tax Lot 400; Account Number: 11464, Zoned: Exclusive Farm Use (A-1) Zone. Per the

Wasco County Land Use and Development Ordinance, Chapter 2 – Development Approval Procedures, and Chapter 21 – Land Divisions, the tentative road plan was distributed to, reviewed and approved by the Wasco County Public Works Director and Planning Director. All of the applicable conditions required for public road dedication have been achieved, and the Wasco County Planning Director has submitted to the Wasco County Board of Commissioners this request to dedicate “Homestead Road” as a public road of local access.

Senior Planner Daniel Dougherty reviewed a slide presentation saying that this is a brief overview of the applicant’s public road dedication request. He noted that Arthur Smith, Wasco County Public Works Director, and Brad Cross, Wasco County Surveyor, are on hand to answer any technical questions the Board may have.

Mr. Dougherty reviewed the vicinity map of the road, noting that Chair Schwartz had already provided the specific location of the subject properties.

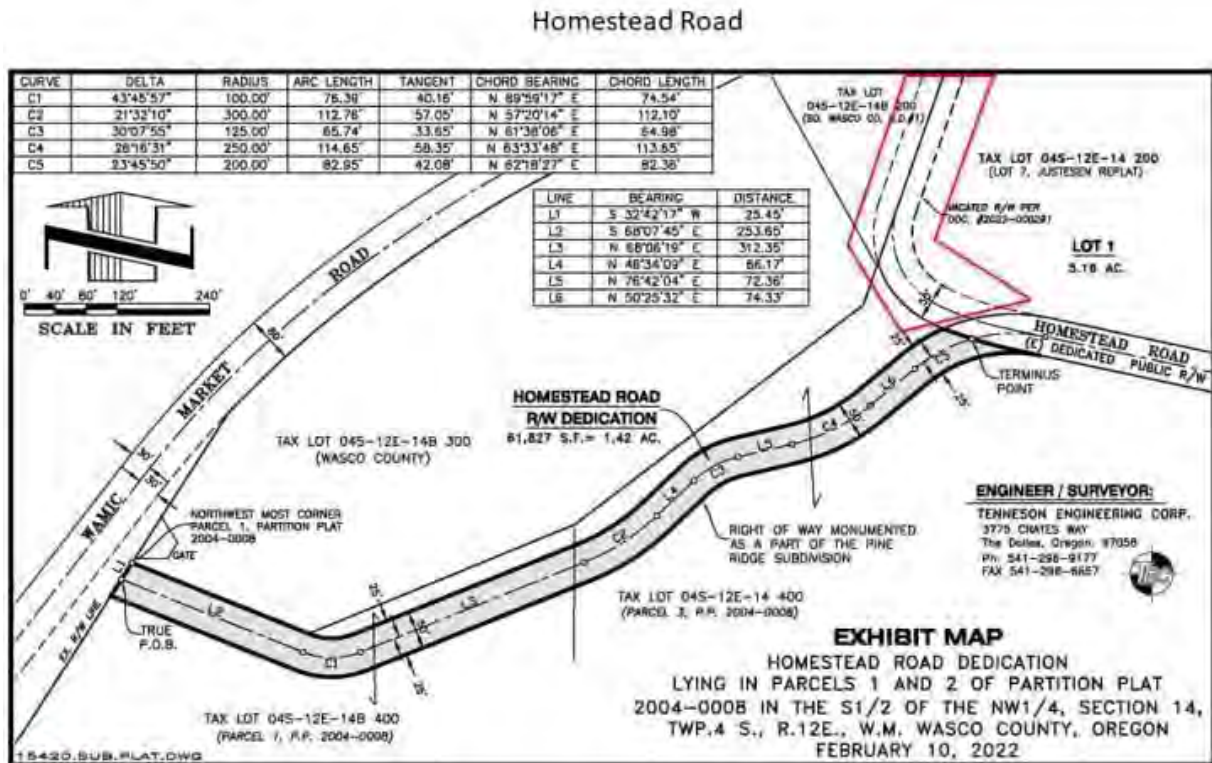


Mr. Dougherty went on to review the preliminary subdivision map, saying that the area highlighted in red was the segment of Homestead Road that was recently vacated in favor of the proposed dedication. The subject road connects with the existing “Homestead Road” which is already a publically dedicated road. The existing and proposed Homestead road will provide access to



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developed & developable properties, specifically, those lots proposed within the Pine Ridge Subdivision.



  Vacated Segment (BOC Order #21-013)

Mr. Dougherty explained that per the Wasco County Land Use & Development Ordinance under Chapter 2 and Chapter 21, applicants seeking a Public Road Dedication not in conjunction with a subdivision shall submit a tentative plan to the Wasco County Planning Department where the Planning Director and Public Works Director shall review the plan for conformance, and with recommendations from the Public Works Director the tentative plan shall be approved and submitted to the Board for final approval.

In this case, the tentative road plan was submitted and reviewed by the Wasco County Planning Director, the Public Works Director, with assistance from the County Surveyor where the plan was found to be in substantial conformance; with the achievement of these seven specific recommendations, the final road plan is being submitted to the Board for final approval.

## Recommendations Achieved

- Has met design standards required by Public Works
- Acquire Road Approach Permit (Approved January 26, 2022)
- Submit Preliminary Title Report (Received February 7, 2022)
- Deed of Dedication (Ready to Record February 15, 2022)
- Road Maintenance Agreement (Recorded February 15, 2022)
- Survey shall be reviewed by the Wasco County Surveyor  
(Road Survey submitted with final Pine Ridge Subdivision Plat on February 11, 2022)
- Public Works will place road signs at developers cost

Commissioner Hege said this appears to be pretty straightforward. Vice-Chair Kramer agreed saying that it is a good thing for our community and we need to move forward.

**{{{Commissioner Hege moved to approve Order 20-006 accepting the Dedication of a public access road lying 0.38 miles Southwest of the Emigrant Street and Wamic Market Road intersection and approximately 0.17 miles Northeast of the Smock Road And Wamic Market Road intersection, in The South 1/2 of the Northwest 1/4 of Section 14, Township 4 South, Range 12 East, Willamette Meridian, Wasco County, Oregon, to be named "Homestead Road": File Number 921-21-000010-Plng. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

Consent Agenda – 2.2.2022 Regular Session Minutes

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

Chair Schwartz opened the floor to public comment. There was none.

Agenda Item – Household Hazardous Waste Search App

Chair Schwartz welcomed Morgaine Riggins to the Wasco County team, saying that this is the first time the Board has had her attend a meeting as a presenter. Ms. Riggins introduced herself as the Communications and Outreach Assistant for the Tri-County Hazardous Waste and Recycling Program. She explained that she was here to seek approval on the purchase of an app for their website's homepage. The Waste Wizard app is hosted by ReCollect and is a widely used by cities and waste management operations for recycling education and

information. This app allows us to personalize the information presented to users based upon their zip codes, providing them with recycling information accurate to their location in the Tri-County area. Users are able to type in an item they are unsure about and find out if it is recyclable, garbage, or hazardous waste, and where they can dispose of it. She said that the Steering Committee believes this app will help Tri-County residents get the recycling answer they are looking for, while giving us the ability to update the information in real time as the rules change. Ms. Morgaine showed a website already employing the app.

Commissioner Hege said that he looked at the app in use by another entity. He said that he likes it and wonders if it is web-based only or has an associated app. Ms. Riggins replied that it offers both options.

Commissioner Hege stated that he put in a commonly recycled item and the app provided no information about how it should be disposed of nor did it offer an alternative to get that information. Ms. Riggins responded that they can set up automated messages asking us to add items that people are searching for.

Commissioner Hege asked if the Steering Committee has reviewed this agreement. Ms. Morgaine replied that they approved it last week.

Commissioner Hege asked how we will know if it is successful; it is a lot of money and we want to make sure it is worth the investment. Ms. Riggins stated that they will get monthly metrics and they will be reviewing the program at the end of the year.

Commissioner Hege asked how much activity they are hoping to get. Ms. Riggins answered that they will do promotions to get the word out. There is a lot more activity on the website now that people have to make appointment for hazardous waste events, more people will see the app. It is hard to gauge how much it will be used.

Vice-Chair Kramer said that Ms. Riggins is doing exceptional work and is a great addition to the team. The Steering Committee approved this unanimously and the Tri-County Household Hazardous Waste Budget Committee recommended funding it. The millennial generation want apps and we need to embrace that to move forward.

Chair Schwartz said she agrees that we need all sorts of channels to get the word out; this is great. She asked about making appointments for hazardous waste events.

Ms. Riggins explained that especially in Hood River events get rushes with long wait times and then lulls when no one is dropping off waste. It was decided that registration would make the events more efficient and eliminate long waits for the customer. There are 10 spots for every 15 minute increment which translates to 200 slots available for each 1-day event.

Commissioner Hege asked what would happen if someone didn't know about registering in advance and just showed up. Ms. Riggins replied that they can be penciled into available spots; they will be lenient at the first couple of events and hopefully people will get the idea. Yamhill County has had a lot of success with this approach.

Vice-Chair Kramer pointed out that they have found people bringing in items that can be brought in every day of the week. The sign up has a list of the hazardous items that are to be turned in on event day; that will help with efficiency and wait time as well.

**{{Vice-Chair Kramer moved to approve the ReCollect Subscription Services Agreement. Commissioner Hege seconded the motion which passed unanimously.}}**

<b>Agenda Item – Pubic Works Equipment Purchase</b>
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Public Works Director Arthur Smith reviewed the memo included in the Board Packet. He stated that our Gradall suffered a catastrophic failure last year; we have been able to limp through our work due to the generosity of Hood River County in loaning us their equipment which they need back.

Mr. Smith went on to say that the Portland dealer they have been working with has taken delivery of a Gradall they planned to use for limited rentals and demonstrations. Mr. Smith has continued to work with them and they have extended us the opportunity to purchase the equipment. He said that the funds are available in capital reserves, although not budgeted for this fiscal year. He noted that Senator Wyden was able to attach a 3-year extension of the Secure Rural Schools funding to a piece of legislation that passed. That will mean a net increase of approximately \$400,000 to the Public Works budget. We did not expect to receive that funding until next year; however we have learned that it will start in this current fiscal year which will offset most of the cost of this equipment.

Mr. Smith explained that the Gradall is under a Source Well contract which makes it a cooperative procurement under our contracting rules. That allows us

to purchase the equipment without going out to bid.

**{{Vice-Chair Kramer moved to authorize the Public Works Department to expend approximately \$472,000 from the Road Equipment Fund to purchase a Gradall Hydraulic Excavator, Remote Highway Speed 6x4. Commissioner Hege seconded the motion which passed unanimously.}}**

Commissioner Hege asked the estimated ship date. Mr. Smith replied that it is already in Portland and is available as soon as we can complete the transaction and pick it up.

#### Agenda Item – Brownfields Grant Agreement

Administrative Services Director Matthew Klebes reviewed the memo included in the Board Packet. He said that this is to continue the process of making improvements to Annex A where NCPHD is located. The assessment work has been completed and we have submitted to Business Oregon for a grant to address the asbestos cleanup. It is a \$60,000 grant with a 10% match requirement; it is the maximum grant amount.

Commissioner Hege asked where the asbestos is located. Mr. Klebes replied that it is in the mastic beneath the carpet. The rest is encapsulated and will not be disturbed. There is also limited asbestos on the main floor in clinic rooms which are currently carpeted but should have linoleum flooring. In addition, there is some asbestos in the pipe wrap located in the basement. He said that he is hopeful that the bids will come in lower than the grant award.

Commissioner Hege observed that the work will have to be done when the clinic is closed. Mr. Klebes agreed saying that work areas will have to be sealed off; we will be using certified service providers.

**{{Vice-Chair Kramer moved to approve the Oregon Business Development Department Brownfields Redevelopment Fund Grant Contract for Asbestos Cleanup at Annex A. Commissioner Hege seconded the motion which passed unanimously.}}**

#### Agenda Item – Potential Refund Credit Requests

Assessor/Tax Collector Jill Amery reviewed the memo included in the Board Packet.

Commissioner Hege asked if these assessments are done by the State. Ms. Amery replied affirmatively, saying that they are designated as utilities; they go through a lot of counties and are pretty complex to assess – the State has staff to

do that work.

Commissioner Hege asked if the State determines the value and then tells us how much to bill. Ms. Amery affirmed that process.

Vice-Chair Kramer stated he supports the request. He observed that he has seen these appeals take many years and asked how long they have to conclude the process. Ms. Amery noted that the Charter appeal took 10 years; however, the Tax Collector's Association had applied pressure - things have changed and continue to improve.

Chair Schwartz asked if the utilities pay us and we then set those funds aside. Ms. Amery confirmed, saying we have to pay them back with the interest earned on the account. If they lose their appeal, we distribute the funds with interest to the taxing districts. That is an improvement as we used to have to pay 13%-16% on those funds.

**{{{Commissioner Hege moved, pursuant to ORS 305.286, to set aside \$308,000 in Potential Refund Accounts representing an additional \$200,000 for Century Link and \$108,000 for Gas Transmission Northwest. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

<b>Agenda Item – MCCFL/Youth Think Opioid MOU</b>
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Prevention Coordinator Debby Jones explained that this is similar to an agreement we signed with NCPHD to address this issue. One of the things that Youth Think took on was a peer mentorship partnership. We did that through Bridges to Change; they have notified us that they have a conflict that will not allow them to continue in that role for Youth Think. This agreement will allow for the work to continue through Mid-Columbia Center for Living (MCCFL). The Overdose Task Force is excited to be able to continue this work. We will see if funding is still available at the end of this year.

Chair Schwartz asked what BHRN stands for. Ms. Jones replied that it is for Behavioral Health Resource Network. She went on to say that certain drugs were decriminalized through legislation; those dollars go to prevention and treatment. We want to make sure the work is sustainable. Every County has a BHRN.

Vice-Chair Kramer added that \$302 million has been set aside; there are a lot of organizations that are eligible to receive the funding. In our region, \$8.7 million has been applied for. This goes hand in hand with the effort to provide services.

Ms. Jones clarified that the funds associated with this agreement are not associated with that granting program; we had \$32,000 we were using to pay for a program through Bridges to Change. We did not want to turn those dollars back and found an alternative provider to continue the work.

Commissioner Hege stated that he will be abstaining from the vote as he sits on both Boards entering the agreement.

**{{{Commissioner Hege moved to approve the Memorandum of Agreement between Wasco County and Mid-Columbia Center for Living for Opioid Abuse Prevention Services. Vice-Chair seconded the motion which passed with the following vote: Chair Schwartz: yay; Vice-Chair Kramer: yay; Commissioner Hege: abstain.}}}**

Ms. Jones said that the City of The Dalles and Wasco County are part of a mapping program where first responders can report when they come upon a suspected overdose and can include data on the use of Narcan. We use that as part of our emergency response plan – we may see a sudden spike here or nearby which will alert us to be on guard and more prepared. This gives us a chance to connect with High Drug Trafficking and they can investigate. She said she appreciates the City Police and County Sheriff's willingness to support that effort. She reported that just last Saturday over 100 needles were uncovered at a Taylor Lakes cleanup. We want to look at that more closely.

Ms. Jones went on to explain that her big concern is that the main efforts of Youth Think are prevention. It is a fine line between prevention and harm reduction and we want to make sure that harm reduction does not usurp prevention; those two efforts need to go hand in hand. She noted that the County has applied for opioid settlement dollars; her hope is that the Board will look at those dollars for both efforts.

#### **Agenda Item – Navigation Center**

Mid-Columbia Community Action Council Executive Director Kenny LaPoint reviewed the presentation included in the Board Packet. He described how their work has expanded over the last year with a commensurate increase in staffing from 9 to 27. Services include housing, shelter, utility assistance and weatherization assistance to lower income and houseless community members. The primary funding comes from federal and state sources.

Mr. LaPoint reminded the Board that he presented to them a few months ago regarding the proposed Navigation Center. He noted that the Center will not just

provide housing services but will facilitate partnerships to support sustainable independence for their clients. He said the vision is a one-stop-shop; when people do not have means it is very difficult to travel all over town to find services. The agency partnerships are key to that vision.

Mr. LaPoint reviewed the site plan, saying that they will not use all of the land for the Center and maybe able to place permanent housing on the site as well. He said that there will be 50 people working at the center at any one time; they will plan adequate parking for staff and clients. At MCCAC's current location, there is no parking. In addition, the site will be staffed 24/7 and will have security systems; we want this to be an asset to the community and raise the level of care provided.

Mr. LaPoint reviewed the current and necessary funding for the project, saying that an additional \$50,000 has come in which leaves a \$3 million gap to complete the project. He stated that he is requesting a contribution from the County that will not only help to close the gap but will support grant applications which always have a better chance for success when community support can be demonstrated.

Chair Schwartz commented that it is great to see a Community Action Council that is truly in action.

Commissioner Hege asked about House Bill 4123. Mr. LaPoint said that it is still moving through the legislature. If it passes, it could provide operating funds. The bill establishes 8 pilot communities for coordination across counties and cities for homeless services. MCCAC submitted a letter of interest with the cooperation of local cities as well as Hood River and Wasco Counties. We were approved to be part of the legislation and if passed, MCCAC will receive \$1 million to develop a plan for sustainability, funding and direct services.

Vice-Chair Kramer noted that the \$1 million is over 2 years with a 5-year window to continue funding. He said he has reached out to Representative Smith who serves on Ways and Means and is a co-sponsor of the legislation. Vice-Chair Kramer stated that he is hopeful that it will pass.

Chair Schwartz said that no decision will be made today but this is a project that transects all areas of the county and supports progress in many areas of need.

Commissioner Hege asked how realistic a Community Development Block Grant (CDBG) would be. Mr. LaPoint replied that they have talked to the City of The



Dalles to submit on behalf of MCCAC; however, that has not been finalized. He said that he would prefer simpler sources of funding – CDBG programs have a lot of strings attached. He added that Business Oregon has vetted the project and they are excited and interested in it. It is a very different model than others around the state. He said that MCCAC is documenting the process so that it can be shared with other communities; if they want to invest, we can provide a blueprint.

Commissioner Hege asked if \$1.5 million would be the maximum. Mr. LaPoint replied that it would not but additional funding would come with additional strings. He added that he wants to make it clear that not all of the partner agencies would fully move into the center for their offices; many of the partner agencies would locate some staff there to connect clients to services but their main offices would not be abandoned. Commissioner Hege commended Mr. LaPoint for the great amount of progress he has made in a short span of time.

Chair Schwartz asked Mr. LaPoint to elaborate on two agencies of which the general public may not be aware – Oregon Human Development Corporation and Nch'I Wana Housing. Mr. LaPoint explained that the Oregon Human Development Corporation is statewide and provides services to LatinX and agricultural workers; it is a culturally specific organization. They have offices in both The Dalles and Hood River and would move their entire The Dalles office into the Navigation Center. They provide rental assistance, shelter and employment services.

Nich'I Wana Housing is new and led by Deb Whitefoot. They are currently in Hood River but would move their offices entirely to the Navigation Center. They are forming a 501-3C and are sponsored by a group out of Portland with a focus on providing services to Native Americans along the river.

Chair Schwartz asked if the pallet shelters would be moved onto the Navigation Center site. Mr. LaPoint responded affirmatively, saying that they know the pallet shelters cannot stay in the public right of way. He said that they are trying to create flexibility at the site and hope to work with the CGCC trades program to convert the pallet shelters into tiny homes.

Chair Schwartz asked if Mr. LaPoint anticipates adding additional staff beyond the current 27. Mr. LaPoint said that he does not anticipate further growth at this time; however, it is possible that additional resources would require more staff. Right now, staffing is appropriate and they continue to work with partner agencies to provide services. He said that his goal is to create stability and

sustainability. Right now, they are housed in a building that holds 27 staff and has only one bathroom.

Chair Schwartz called a recess at 11:25 a.m.

The Session resumed at 2:00 p.m.

#### Agenda Item – Work Session

Chair Schwartz outlined the purpose of a work session which is to provide the Commissioners an opportunity to discuss a variety of topics and share thoughts in a less formal environment. Decisions may be made at work sessions but in general, it is a time for discussion.

#### Administrative Services Organization

Ms. Clark explained that during a recent snow storm the Administrative Officer was on vacation and it became a little confusing as to who was in charge in his absence. Each of the Commissioners had asked to have this topic added to the Work Session list of topics.

Mr. Stone said that the snow storm was a unique situation. He stated that one of the things staff is working on now is a full evaluation of the Administrative Services Organization.

Commissioner Hege said that when our staff is on vacation, they should be on vacation. His preference would be to not bother the Administrative Officer when he/she is on vacation.

Mr. Stone pointed out that his position is unique and he can be called on when on vacation. He said that the Administrative Services Director is kind of the next one in line for Administrative Services; staff can go to him and if he/she needs the Administrative Officer, they can reach out.

Commissioner Hege said this may be a bigger discussion; since staff is looking at a reorganization of Administrative services, we might postpone this discussion.

Mr. Stone said that in the meantime, if the issue is related to staff, Human Resources is the go to; otherwise, the Administrative Services Director is the go to.

#### ADMINISTRATIVE OFFICER REVIEW PROCESS

Chair Schwartz said that according to Human Resources, the AO's last review was

in 2016. Vice-Chair Kramer stated that he did one as Chair in 2019; there should be a record of that with Human Resources.

Chair Schwartz went on to say that in the other organizations on whose boards she serves, it is not unusual for the Executive Director to not be reviewed. She said that she has found that using an outside resource provides a more thorough and effective review. She said she has already talked with Mr. Stone about using HR Answers to facilitate a 360° review; it has been extremely helpful for other organizations to use an outside provider. HR Answers provides that service and can develop a proposal. They will work with the Board and Mr. Stone for appropriate questions and consult on who the questions should go to. They do the legwork and collate the information; then the Board uses that data to perform a review.

Commissioner Hege said it is important that we do this and it is a positive step. It helps in every way. He asked if Chair Schwartz has an idea of how much it will cost.

Chair Schwartz replied that it has been around \$2,500; however, she has learned that \$2,500 only gets us so far. For a little more finished product it may cost as much as \$5,000. She said her recommendation would be to do this every few years with Board-only reviews during the years in-between.

Commissioner Hege said he can support that.

Vice-Chair Kramer said his only concern is HR Answers ability to do this in a timely fashion; he has heard they are pretty busy. Otherwise, he said he supports this.

Chair Schwartz said that she would talk to them about a time frame for the work.

#### CONFLICT OF INTEREST

Chair Schwartz explained that she thought it would be helpful for County Counsel to review what constitutes a conflict of interest as it seems to be a little confusing to know when to recuse or abstain from a decision.

County Counsel Kristen Campbell said that the letter of the law is if a Commissioner or close family member stands to personally gain personally and financially from any aspect of the transaction being considered, they must declare that and recuse themselves from the discussion and vote. If there is a potential to gain from the decision in the future, that should also be declared, but

does not preclude you from discussion or vote.

Further discussion ensued. Commissioner Hege said that in some cases it is a personal choice, rather than a requirement. The perception of conflict may inspire a commissioner to abstain even when it is not legally required. Other times, it may be just a matter of declaring the challenging circumstances and moving forward with discussion and vote. The most important thing is to disclose as transparency is important. He added that when legal counsel is present, if there is a question, it should be asked.

#### MENTAL HEALTH/PUBLIC HEALTH AUTHORITY

Chair Schwartz said there is confusion as to what authority sits with the County for Mental Health and Public Health. She asked Ms. Campbell to lead a discussion around that.

Ms. Campbell stated that there is statutory authority for counties to delegate their authority to provide mental health and public health services to a qualified agency. Wasco County has done that. The authority for mental health services lies with Mid-Columbia Center for Living; the authority for public health services lies with North Central Public Health District. The County's authority lies with their voting member on the Board of MCCFL or NCPHD. Further authority lies in the County's ability to withdraw from the entity and regain full authority. There are termination provisions in statute.

Vice-Chair Kramer said this may be a good time to spark a conversation about reeling authority back in and talk about what it would look like to have those entities as departments of the County. Our population is growing and we are on the teetering edge of where we may need to make a decision. Or maybe we do like the current arrangement but there is a better way to do it. We need to be fiscally responsible.

Further discussion ensued. Commissioner Hege noted that the Board for MCCFL has 3 members; whereas NCPHD has a larger Board which means each representative has less influence.

#### SHORT LEGISLATIVE SESSION

Vice-Chair Kramer said half the bills have died and we will have to wait to see what happens with the rest. House Bill 4044 for mental health should be watched; it will be helpful in the long run. The short session ends on March 7<sup>th</sup>.

IN-PERSON MEETINGS

Chair Schwartz said that the mask mandate will likely be lifted by the end of March. She asked what the thoughts are about going back to having in-person Board meetings in April.

Vice-Chair Kramer said he is fine with that. The hybrid model is here to stay and we want to keep an eye on that.

Commissioner Hege agreed saying that COVID or not; hybrid is a good thing as it allows for more public access.

**\*\*\*The Board was in consensus to return to in-person Board meetings starting in April, 2022.\*\*\***

Chair Schwartz pointed out that the room is small so staff may still want to participate remotely. Mr. Stone agreed, saying that staff discussions are ongoing.

ARPA FUNDS DISTRIBUTION

Chair Schwartz pointed out that this has been an ongoing discussion. She asked Mr. Stone to briefly review to bring us up to date.

Mr. Stone said that President Biden signed the American Rescue Plan Act (ARPA) which allocated \$361 billion dollars, \$61 billion of which was to be distributed directly to counties. Wasco County's portion of that is \$5.1 million. There were specific areas targeted such as Public Health, negative economic impacts, replacing public sector revenue loss, water, sewer and broadband. We are a smaller award county with a little more leniency around how those dollars are spent. We have taken the position that we are replacing our revenue losses which places them in our General Fund and provides more flexibility in applying those funds to a project. We have demonstrated that we have sustained losses in a greater amount than what was awarded which means those dollars will not be general fund dollars.

Mr. Stone went on to say the question now is how we spend those dollars. There have been a lot of people asking for money, but internally and externally. The Board has a list of projects that we need to work on internally. The conversation today is around that. The total of all the requests exceeds the \$5.1 million many times over. He said he has also provided the Board with a possible matrix to help guide prioritization. The question is - are we going to use them for internal projects, external projects or a mix of both. All are worthy of consideration.

Chair Schwartz noted that there is no deadline for expenditure. Mr. Stone confirmed. Finance Director Mike Middleton clarified, saying that there are some limitations. The money cannot be used as pension payment, debt pay-down or a rainy day fund. We need to expend the money sooner rather than later so that it is not seen as a rainy day fund.

Commissioner Hege commented that the money is worth more now than it will be later. If there is a need now and we can do it now, we should.

Vice-Chair Kramer suggested that it might be better to wait until April to see what is coming out of the legislature as far as funding. He stated that from the beginning his position has been that we need to use these funds to bring our internal infrastructure up to date; we need to invest in ourselves to sustain services into the future. When we have done that, we can talk about community projects.

Commissioner Hege said that in general he agrees but he also believes there are other projects we can support. We have money in our reserves that we can use toward internal projects.

Chair Schwartz concurred saying that we do have a healthy reserve with projects in the queue. There is room in the budget to address some of the smaller projects. She said she would look at a hybrid approach to take care of the County needs and support some of the community projects. The project presented this morning transects so much of our community and would be helpful to other community organizations as well as businesses, not to mention the disenfranchised population. Homelessness and housing issues come up again and again in our community.

Commissioner Hege said that many times staff feel like they have not benefitted from enterprise zone (EZ) funds. When \$3.5 million was committed to CGCC, they may have felt that should have gone to internal projects. He said that some of the EZ funds have gone to build our healthy reserves. The first Google facility will come on the tax roll and increase all of our departments' budgets. The SIP will have initial taxes and also a community service fee. In the years ahead, we will see growth from those areas and have some additional resources. It is time to spend some of our reserves on the projects our staff has put forward.

Further discussion ensued around both internal and external funding as well as ARPA funds and reserves. Commissioner Hege suggested that a couple of the

internal projects are for funds that will be used to leverage additional funding; perhaps we should consider doing those now. Chair Schwartz noted that the same is true for the requested Navigation Center funding. She said that we can take a few weeks to ask more questions and come together in April to make those decisions. We have gotten our thoughts out and that was the purpose for today.

Mr. Stone said that there is a massive amount of money coming down the road in all sectors that will requiring match funding. He said that he hates to kick this down the road again – there are projects we need to grab now and get started on. At some point, we will miss funding opportunities.

Commissioner Hege said he would like to move now on the requests that support the repair/replacement of load limited bridges and repair/improvement of the Fairgrounds infrastructure. He noted that there will be a lot of money available but it can and often is oversubscribed. There should be no expectation that applications will automatically be successful. We need to define the project and have it shovel-ready and do whatever else we can to improve our chances for success.

Chair Schwartz said we should also consider the Navigation Center which will transect the entire county. The county has to show tangible support for that project in order for them to bridge their funding gap. We can give it over to staff to determine how the internal projects are prioritized.

Further discussion ensued around the merits and benefits of the various projects, both internal and external.

Mr. Stone suggested that the Board put \$1.1 million toward community projects and the rest toward County projects with the \$1.1 being applied to the requests from MCCAC for the Navigation Center; North Wasco Parks and Recreation District for the rehabilitation of Sirosis Park; and some to NORCOR for infrastructure repair and improvement. He said he can work with County departments for the remainder of the money to be applied to County projects.

Commissioner Hege said he can support that but would want all NORCOR partners to contribute equally. Chair Schwartz concurred, saying that she could also support Mr. Stone's proposal.

Mr. Stone said whatever the NORCOR need, we would take on 50% as that is our share of responsibility in the regional entity.

**{{{Commissioner Hege moved to take \$1.1 million of the ARPA funds to distribute to community projects and the remaining \$4 million to be applied to internal County projects. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

COMMISSIONER REPORTS

Commissioner Hege reviewed the Boards/Committees on which he serves or he attends meetings.

- One Gorge: an economic development agency
- The Dalles Chamber EDC: has not met for some time and may be disbanded
- County Land Future Planning: internal Wasco County group having a lot to do with the hospital and the Kramer Field Project
- NACo Community and Economic Development Work Force Committee: meets monthly
- AOC Legislative Committee: Monthly Meeting
- AOC Transportation: general participation
- AOC Economic Development: general participation
- AOC Health and Human Services: general participation
- Attend as many City Council Meetings throughout the County as possible
- NORCOR Alternate
- Eastern Oregon Caucus: weekly or bi-weekly meeting for many of the Eastern Oregon County Commissioners to meet with legislators on a phone conference
- District 57 Community Response Team: Representative Smith's monthly update for Counties in his district.
- Bi-State Fire and Recreational Insight: Led by Lynn Burditt, monthly meeting around recreation in the Gorge on both sides of the river; sometimes the focus is on fire response.
- Wasco County Broadband Advisory Team: just getting started
- Columbia Gorge Bi-State Renewable Energy Zone (CP Breeze): Meetings have slowed during COVID
- Mid-Columbia Center for Living: Chair; on the road to recovery; mental health services are challenging with a lot of funding streams that come and go at the whim of politicians; Wasco County staff has done an amazing job in helping to get MCCFL turned around in collaboration with the terrific staff at MCCFL.



- QLife: Intergovernmental Agency; served as President for many years; Lee Weinstein currently fills that role; agency is becoming bolder in investments and doing a lot more projects. Mr. Klebes has been very helpful.
- Community Outreach Team: Chair; regrouping after COVID; a lot of community agencies participate; Vice-Chair Kramer going to the annual COT trip to Washington D.C. to meet with legislators at the end of March
- Columbia Gorge Health Council Finance Committee: meets monthly and makes recommendations to the Council Board
- Lower Deschutes River Managers Group: Serve as local government representative – the remainder of the group is composed of state and federal agencies representatives for oversight, policies and permitting.
- Lower Deschutes River Interagency Implementation Team: basically the support group for the managers; developing information around issues the managers need to make decisions on. They also bring proposals to the Managers Group.
- Board of Property Tax Appeals: Chair – basically run the meeting with the other BOPTA members making determinations on values. This year there was only one appeal.
- North Central Regional Solutions Advisory Committee: Local groups meet with State agencies to talk about regional issues such as housing, loans, etc.
- Wasco County Investment Committee: Right now interest rates are so low, the County's investments are all in LGIP (Local Government Investment Pool).

Vice-Chair Kramer reviewed the Boards/Committees on which he serves or he attends meetings.

- Wasco County Board of Commissioners
- MCEDD: Vice-Chair of the Board
- MCEDD Executive Committee: Vice-Chair
- MCEDD Loan Advisory Board: Vice-Chair
- Mt. Hood Economic Alliance: partnership between Hood River, Clackamas and Wasco Counties acting a third party lender as a loan advisory board for MCEDD
- MCEDD Transportation Committee: attend meetings
- The Dalles Chamber: ex-officio member
- SIP Negotiating Team

- Soil and Water Conservation District: participating mostly in projects in the southern part of the county. Currently working on an underground water storage project on the 15 mile to collect winter flow water to be released and cool the stream during high temperature weather; this will help protect fish in the river.
- EOCA Legislative updates every Tuesday morning
- Meet with federal legislators' staff on a regular basis
- Local Public Safety Coordinating Council
- Tri-County Household Hazardous Waste Steering Committee: Chair
- Governor's Truth in Labeling Task Force: focusing on misleading and confusing claims by the chasing arrows labeling. Report due to the legislature in June.
- Governor's Oregon Recycling System Advisory Council: 3 year program to deal with extending producer responsibility and the modernization of plastics.
- Association of Oregon Recyclers Legislative Committee: Working on SB 1576 for mattress extended producer responsibility to get mattresses repurposed, recycled and out of the landfill
- CREA (Community Renewable Energy Association)
- Wy'East Resource and Economic Development Board: Member; Wy'East works in 6 counties – Deschutes, Jefferson, Crook, Sherman, Hood River and Wasco. Focus in on irrigation issues and electrification of farm equipment.
- Wasco County Forest Collaborative: Co-convener; fire fuel mitigation project in Rock Creek; just agreed to the 3,000 acre Five-Mile insect and disease clean up
- Columbia Gorge Resolution Center discussions
- COT – going to Washington D.C. as representative of that team
- AOC County Solutions: Co-Chair
- AOC District 3: Chair
- AOC Committees: attend all Governance & Revenue, Public Safety, Health & Human Services, Transportation & Community Development, Natural Resources, Veterans Committee meetings
- AOC Legislative Committee: member
- AOC Board of Directors: Member
- AOC Budget & Finance Committee: Member

Chair Schwartz reviewed the Boards/Committees on which she serves or she attends meetings.

- Mid-Columbia Housing Authority: Chair; working on property development/redevelopment; affordable housing project in Hood River
- MCCAC – Chair; you heard an update today
- Urban Renewal: Vice-Chair; recreation improvements in process; Tony's building demolition project has received a grant for hazardous waste removal. Group will likely run out of funding in 2026 but have \$9 million right now for projects.
- NORCOR: Working on a new management structure with the help of AOC County Solutions. Looking at something that have three managers working together – a business manager, a juvenile manager and an adult manager. Hoping to hire a business manager in the next fiscal year. Also working on revisions to the bylaws and board structure to be just the 4 county commissioners without the sheriff's or ex-officio juvenile detention representatives.
- Senior Advisory Council for CAPECo: Community Action Program based out of Umatilla County serving seniors with programs such as Meals on Wheels. It has been a bit of a bumpy road due to distance and unfamiliarity with our local needs – we continue to work through that.
- Mayor's Homeless Coalition: working on the issues and finding ways to support the Navigation Center.
- Columbia Gorge Health Council: Member; working to make sure the Council is well aware of the importance of MCCFL in our communities.
- Veterans Advisory Committee: Member; Things have improved greatly since Elijah Preston has become part of that team as a part-time supervisor. We have two excellent Veterans Service Officers on that team. Mr. Preston has helped with organization and community outreach. There is now an outside entrance to the building's bathroom which is a public restroom. There is a better relationship between MCCAC and the Veterans office to help veterans with housing.
- AOC Health and Human Services: Member
- AOC Veterans Committee: Member
- North Central Public Health District Board of Health: Chair; Gilliam County will be leaving as of June 30, 2022 – that will be a \$300,000 funding loss; have gotten some modernization dollars from the State which will help with the funding gap and do not anticipate lay-offs but more services to Sherman and Wasco Counties. Will have to have a new IGA for Wasco and Sherman County. Also will revise bylaws and contracts. Still focusing on COVID. Future discussions will be around possible structural changes.

Vice-Chair Kramer noted that expenses for Gilliam County will go away. Commissioner Hege said that likely there will still be some sort of shortfall, although it will not be the full amount of reduced revenue.

Mr. Stone asked that the Commissioners begin to think about how Wasco County interacts or integrates with MCCFL and possibly NCPHD. It is a conceptual discussion at this point, but would like Commissioners' individual feedback and ideas as far as structural alternatives.

Chair Schwartz adjourned the session at 4:37 p.m.

Summary of Actions
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**MOTIONS**

- **To approve Orders 22-007 and 22-008 appointing Marcee Manning and Eric Barrera to the Wasco County Local Public Safety Coordinating Council.**
- **To approve Policy 22-001 to guide updates to the Wasco County Uniform Fee Schedule.**
- **To approve Order 20-006 accepting the Dedication of a public access road lying 0.38 miles Southwest of the Emigrant Street and Wamic Market Road intersection and approximately 0.17 miles Northeast of the Smock Road And Wamic Market Road intersection, in The South 1/2 of the Northwest 1/4 of Section 14, Township 4 South, Range 12 East, Willamette Meridian, Wasco County, Oregon, to be named "Homestead Road": File Number 921-21-000010-P1ng.**
- **To approve the Consent Agenda – 2.2.2022 Regular Session Minutes.**
- **To approve the ReCollect Subscription Services Agreement.**
- **To authorize the Public Works Department to expend approximately \$472,000 from the Road Equipment Fund to purchase a Gradall Hydraulic Excavator, Remote Highway Speed 6x4.**
- **To approve the Oregon Business Development Department Brownfields Redevelopment Fund Grant Contract for Asbestos Cleanup at Annex A.**
- **To set aside \$308,000 in Potential Refund Accounts representing an additional \$200,000 for Century Link and \$108,000 for Gas Transmission Northwest.**
- **To approve the Memorandum of Agreement between Wasco County and Mid-Columbia Center for Living for Opioid Abuse Prevention**

**Services.**

- **To take \$1.1 million of the ARPA funds to distribute to community projects and the remaining \$4 million to be applied to internal County projects.**

**CONSENSUS**

- **To continue membership in the Association of Oregon Counties.**
- **To send a letter supporting the submission to the Courthouse Task Force requesting funding for Wasco County Courthouse improvements.**
- **To return to in-person Board meetings starting in April, 2022.**

Wasco County  
Board of Commissioners

\_\_\_\_\_  
Kathleen B. Schwartz, Commission Chair

\_\_\_\_\_  
Steven D. Kramer, Vice-Chair

\_\_\_\_\_  
Scott C. Hege, County Commissioner



## AGENDA ITEM

### Smoke Management Agreements

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[EXTENSION MEMO](#)

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[WASCO COUNTY/OSU EXTENSION IGA](#)

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[DEQ IGA 046-22](#)

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[MOTION LANGUAGE](#)

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**Oregon State University**  
**College of Public Health  
and Human Sciences**

**Wasco County Extension**  
Oregon State University  
400 E. Scenic Drive Ste. 2.278  
The Dalles, Oregon 97058

**P** 541-296-5495

health.oregonstate.edu

2/23/2022

To:

Kathy Schwartz, Board Chair  
Scott Hege, Commissioner  
Steve Kramer, Commissioner

From:

Lauren Kraemer, MPH, Associate Professor of Practice  
Extension Family & Community Health | Oregon State University

RE:

Community Response Plan Grant from Oregon Department of Environmental Quality

- Oregon DEQ has approved a grant application for \$80,000 to support the development of Community Response Plans for communicating about smoke from prescribed fire, agricultural burning, home woodstove and pile burning, wildfire, and other smoke sources.
- Lauren Kraemer with OSU will serve as the grant lead for this effort, however DEQ stipulates that funds need to be **received by a local county government**.
- We are requesting that Wasco County serve as the fiscal sponsor for the grant and receive the funds to support this work.
- Ten-percent (10%), \$8,000 of the funds will cover administration costs which will include supporting reporting and paying invoices on a quarterly basis.
- An Inter-Governmental Agreement outlines and confirms the responsibilities of Wasco County and the Extension Service for grant implementation.

In addition to the Community Response Plan grant, the project team has also received.

- \$10,000 from the OHSU Knight Cancer Foundation awarded to the Healthy Community Collective which will fund the purchase of 10 air quality monitors that will be installed at orchard sites across Wasco and Hood River counties.
- \$104,610 from Oregon DEQ awarded to Hood River Soil & Water Conservation District to support implementation of mitigation strategies and pilot projects for smoke reduction including: treating fuels, utilizing woody biomass, air curtain burning, defensible space initiatives, and chipping of orchard and forest waste. HRSWCD applied for this grant and will carry out the work in partnership with Extension and many other local partners.

In concert, these three grants will help to transform the way we monitor, communicate about, and mitigate smoke from wildfire and prescribed fire in our region. This will improve human and environmental health in the Columbia River Gorge.

## INTERGOVERNMENTAL AGREEMENT

**BETWEEN:**            **Oregon State University and its Extension Services (OSU)**

**AND:**                **Wasco County (COUNTY)**

**EFFECTIVE DATE: March 6, 2022**

### RECITALS

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. Provision of services for the remuneration specified in this Agreement will mutually benefit the parties.
- C. COUNTY and OSU desire to enter into an agreement where-in OSU will provide the services described in the agreement and Department of Environmental Quality Smoke Management Planning Community Grant Agreement (Grant) attached hereto in Exhibit A and incorporated herein by reference.

### AGREEMENT

- 1. Duration.** This Agreement term shall take effect on the Effective Date and shall continue in place until March 31, 2023 or until earlier terminated pursuant to Paragraph 4 of this Agreement.
- 2. Services to be Provided.** OSU agrees to implement the Grant and provide services to COUNTY as outlined in Exhibit A. OSU also agrees that it will be solely responsible for the match amount set forth in paragraph 5 of the Grant and any and all other costs and expenses associated with the Grant or related Work.
- 3. Compensation.** COUNTY shall pay OSU upon receipt of an invoice, which shall be issued quarterly unless otherwise agreed to by the parties in writing. The invoice will reflect hourly rates for OSU personnel plus any direct expenses associated with the Work performed. The total cost of this Agreement shall not exceed \$80,000.

Payment is subject to COUNTY's determination, in its sole discretion, that the Work has been performed in accordance with the Grant.



4. **Termination.** Upon thirty days' prior written notice delivered to the persons designated in Paragraph 6 to receive notice, either party, without cause, may terminate its participation in this Agreement.
5. **Amendments.** This Agreement may be modified or extended by written amendment signed by both parties.
6. **Administration.** Each party designates the following person as its representative for purposes of administering this agreement. Either party may change its designated representative by giving written notice to the other as provided in paragraph 14.

For OSU  
Lauren Kraemer  
Oregon State University  
2990 Experiment Station Drive  
Hood River, OR 97031

For Wasco County  
Tyler Stone  
Wasco County Administrator  
511 Washington Street  
The Dalles, OR 97058

7. **Records/Inspection.** COUNTY and OSU shall each maintain records of its costs and expenses under this agreement for a period of not less than three full fiscal years following completion of this agreement. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records related to this agreement.
8. **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to indemnify, defend, and save the other harmless from any claims, liability or damages including attorney fees, at trial and on appeal, arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.
9. **Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, which includes the following conditions:

- a. The location of the arbitration shall be in The Dalles, Oregon;
- b. Each party shall bear its own costs witness fees, and attorney fees;

- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon the award rendered by the arbitrator may be entered in the Circuit Court in Wasco County, Oregon.

**10. Insurance.** Each party working under this agreement is either a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers, or is an employer that is exempt under ORS 656.126.

**11. Subcontracting.** OSU shall not subcontract the Work under this agreement, in whole or in part, without the COUNTY's prior written approval. OSU shall require any approved subcontractor to agree, as to the portion of the Work subcontracted, to comply with all obligations of OSU specified in this agreement. Notwithstanding the COUNTY's approval of a subcontractor, OSU shall remain obligated for full performance of this agreement and OSU shall incur no obligation to any sub-contractor.

**12. Assignment.** Neither party shall assign this agreement in whole or in part, or any right or obligation hereunder, without the other party's written approval.

**13. Compliance With Laws.** OSU shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the Work, including all applicable State and local public contracting provisions.

**14. Notices.** Any notices permitted or required by this agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the representative designated in paragraph 6. Either party may change its address by notice given to the other in accordance with this paragraph.

**15. Integration.** This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties.

**16. Interpretation.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

OREGON STATE UNIVERSITY EXTENSION SERVICES	WASCO COUNTY
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Date: _____	Date: _____

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**ATTACHMENT A**

**STATE OF OREGON  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
SMOKE MANAGEMENT COMMUNITY PLANNING GRANT AGREEMENT**

Project Name: **Columbia Gorge Community Smoke Response Planning**

DEQ Agreement #: **046-22**

This Smoke Management Grant Agreement ("Agreement") is between the State of Oregon, acting by and through its Department of Environmental Quality ("DEQ"), and **Wasco County** ("Recipient").

Recipient Data	DEQ Data
Grant Administrator: Mike Middleton, Finance Director	Grant Administrator: Scott Peerman
Organization: Wasco County 511 Washington Street, Suite 101 The Dalles, OR 97058	Organization: Department of Environmental Quality 700 NE Multnomah St., Ste. 600 Portland, OR 97232
Phone: 541-506-2770 E-mail: <a href="mailto:mikem@co.wasco.or.us">mikem@co.wasco.or.us</a>	Phone: 503-887-8856 E-mail: <a href="mailto:scott.peerman@deq.oregon.gov">scott.peerman@deq.oregon.gov</a>
Taxpayer ID #: 93-6002315	DUNS #: 08-441-5959

- 1. Effective Date, Project Completion Deadline, Invoice Deadline, and Grant Availability.** This Agreement is effective on the date the last party signs it or, if approval by the Oregon Department of Justice ("DOJ") is required, on the date it is approved by DOJ, whichever date is later (the "Effective Date"). Recipient agrees to complete the Project (described in Exhibit A) no later than **March 31, 2023** ("Project Completion Deadline") (the time period from the Effective Date through the Project Completion Deadline, the "Project Period"). Recipient must submit all invoices for disbursement of Grant funds under Section 4 no later than **April 30, 2023** the "Invoice Deadline"). DEQ has no obligation to disburse Grant funds for costs invoiced after the Invoice Deadline.
- 2. Project.** Recipient agrees to complete the Project in accordance with the terms and conditions of this Agreement; provided, however, that if the total amount of the Grant is not available solely because one or more of the conditions set forth in Sections 9(a) is not satisfied, Recipient will not be required to complete the Project.
- 3. Agreement Documents.** This Agreement consists of this Agreement and Exhibit A (Project Requirements), Exhibit B (Payment Request and Certification), and Exhibit C (Reporting Requirements) that are attached hereto and by this reference incorporated herein. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence will control. The documents comprising this Agreement are listed in the first sentence of this Section 2 from highest to lowest precedence.
- 4. Grant Funds.** The maximum, not-to-exceed amount that DEQ will pay to Recipient hereunder is **\$80,000** ("Grant"). Eligible costs are costs described in Exhibit A that Recipient incurs on or after the Effective Date of this Agreement and on or before the earlier of expiration or termination of this Agreement. Disbursements will be made only in accordance with the requirements contained in Exhibit A and only if Recipient is otherwise in compliance with the terms and conditions of this Agreement.
- 5. Match.** Recipient agrees to provide a cash match (or Optional: in-kind match) that satisfies the requirements of 2 CFR 200.306 and 2 CFR.403, equal to **\$23,200**. Grant moneys may not be used for any purpose other than Project costs. No more than **77.5%** of total Project costs may be paid with Grant moneys.
- 6. Disbursements; Expenses.**
  - (a) This is an expense reimbursement Grant. Disbursements for reimbursement of expenses, including travel and travel related expenses (if authorized), will be made only in accordance with the schedule and requirements contained in Sections 5 and 5A and subject to the conditions set forth in Section 7. Payments will be based on reimbursement of actual Project expenses authorized by this Agreement. Supporting documentation must be provided for expenses for which reimbursement is claimed and for all match expenses reported. This includes, but is not limited to: documentation of personal services costs and the payment thereof; copies of paid contractor invoices; and copies of paid invoices for equipment; and receipts for lodging, airfare, car rental, and conference registration, when applicable.
  - (b) Recipient may submit monthly invoices for expense reimbursement. Reimbursement requests must be accompanied by invoices that describe all work performed with particularity (including by whom it was performed) and that itemize and explain all expenses for which reimbursement is claimed. Invoices (including invoices for match expenditures) must be accompanied by a copy of all receipts for expenses for which reimbursement is being requested. Recipient may not seek or receive from any third party any form of duplicate, overlapping or multiple payments for expenses reimbursed under this Agreement nor may expenses used to satisfy any cash match requirement under this Agreement be used to satisfy the match or cost sharing requirement of any other project or program. Invoices and receipts must be submitted with the

Smoke Management Grant Agreement Payment Request and Expenditure Report (Exhibit B). Any cost-sharing or match using federal funds must also be disclosed in the Smoke Management Project Grant Agreement Payment Request and Expenditure Report (Exhibit B).

DEQ will withhold up to 20% of total Grant funds for the Project until Recipient has submitted, and DEQ has accepted, the Final Report on the Project (as required by Exhibit A and described in Exhibit C) and a Final Payment Request and Expenditure Report.

- (c) Notwithstanding Sections 4(a) and 4(b) above and the reimbursement provisions of Section 4A below, DEQ may, in its sole discretion and upon such terms and conditions as it may determine and in order to address Recipient cash flow issues that are otherwise an impediment to Project implementation, disburse Grant moneys to Recipient to finance a Project activity directly rather than as reimbursement of expenditures made by Recipient to conduct that activity. The terms and conditions that DEQ may impose on such advance disbursement may include, but are not necessarily limited to, submission of an appropriate invoice, subsequent submission of documentation of the expenditure of the Grant moneys and the conditioning of future disbursement of Grant moneys on compliance with the terms and conditions of the advance disbursement.

7. **Travel and Related Expenses.** DEQ will not reimburse Recipient for any travel or travel related expenses under this Agreement.
8. **Recovery of Grant Funds.** Any Grant funds disbursed to Recipient under this Agreement that are used in violation or contravention of any of the provisions of this Agreement must be returned to DEQ. Recipient shall return all funds found by DEQ to have been used in violation of this Agreement no later than fifteen (15) days after DEQ's written demand.
9. **Recipient's Representations and Warranties.** Recipient represents and warrants to DEQ as follows:
  - (a) Recipient is duly organized, validly existing, and in good standing under the laws of Oregon. Recipient has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
  - (b) The making and performance by Recipient of this Agreement: (1) have been duly authorized by all necessary action of Recipient; (2) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board, or other administrative agency, or any provision of Recipient's organic documents; and (3) do not and will not result in the breach of, or constitute a default or require any consent under, any agreement or instrument to which Recipient is a party or by which Recipient or any of its properties are bound or affected.
  - (c) This Agreement has been duly authorized, executed and delivered on behalf of Recipient and constitutes the legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms.
  - (d) No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
  - (e) Less than \$750,000 in funds of a public agency (within the meaning of ORS 279C.800 through 279C.870) will be used for the Project.
10. **Conditions Precedent to Each Disbursement.** DEQ's obligation to disburse Grant moneys to Recipient hereunder is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - (a) DEQ has received sufficient funding, appropriations, limitations, allotments or other expenditure authority to allow DEQ, in the reasonable exercise of its administrative discretion, to make the disbursement;
  - (b) No default under this Agreement has occurred and is continuing; and
  - (c) Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date disbursement.
  - (d) Recipient is not in default under Section 31.
11. **Contracts.** Recipient may enter into contracts to implement the Project without obtaining prior written consent from the DEQ's Grant Administrator. The Recipient is not relieved of any duties under this contract when it subcontracts. Recipient must ensure that terms applicable to the Recipient, such as compliance with any required federal terms and conditions, apply also to subcontractors, including Appendix II to 2 CFR Part 200.
12. **Grant Requirements.** All equipment and materials purchased with Grant funds made available by this Agreement must be used only for purposes of the same general nature as outlined in this Agreement. A capital outlay item purchased with Grant funds must be used for the purpose set forth in this Agreement for a minimum of five (5) years or its rated service life, whichever is shorter. During this period, DEQ reserves the right to recover the equipment or its cash value from Recipient at any time that Recipient ceases use of the equipment for its intended purpose. Use of Grant funds for the following purposes is expressly prohibited:
  - (a) Costs for which payment has been or will be received under another financial assistance program or other agency or

department of the State of Oregon;

(b) Costs incurred outside the Project period;

(c) Ordinary operating expenses that are not directly related to the Project.

- 13. Reporting.** Recipient shall submit reports on the Project as described in Exhibit A. DEQ may withhold payments until it receives and approves the required reports. The reports must be submitted to DEQ's Grant Administrator and may be submitted electronically. All reports must contain the information outlined in Exhibit C. Recipient shall immediately notify DEQ of any development that significantly impacts the activities funded by this Agreement, including any change in the truth or accuracy of the representations and warranties set forth in Section 6 and any delay or adverse condition that materially impairs Recipient's ability to meet the objectives of the Agreement. This notification must include a statement of the action Recipient has taken or intends to take to minimize or mitigate the impact of the situation, along with any assistance Recipient may require to do so.
- 14. Records Maintenance and Access.** Recipient shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and shall maintain any other records pertinent to this Agreement in such manner as to clearly document Recipient's performance. DEQ, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records that are directly pertinent to this Agreement in order to perform audits and examinations, and make excerpts, transcripts and copies of same in their sole discretion. Recipient shall retain and keep accessible all financial records, supporting documents, and all other records related to this Agreement for a minimum of six (6) years after the Project is completed or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
- 15. Compliance with Applicable Law.** Recipient will comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work performed under this Agreement. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) ORS 279A, ORS 279B, and ORS 279C, as applicable to the Recipient; (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes; and (xi) all regulations and administrative rules established pursuant to the foregoing laws. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.
- 16. Recycled Material Use** Recipient will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)) and other recycled products as the term "recycled product" is defined in ORS 279A.010(1)(ii)). The Recipient agrees to comply with the requirements of 40 CFR 247 and 2 CFR 1500, as applicable in giving preference in its procurement programs to purchase of recycled products.
- 17. Indemnity.** Recipient shall defend (subject to ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon, DEQ, and their officers, employees, and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) of any nature resulting from, arising out of, or relating to the activities of Recipient or its officers, employees, contractors, or agents under this Agreement or in the implementation of the Project.
- 18. Indemnification by Contractors.** Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to defend (subject to ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon, DEQ, and their officers, employees, and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) of any nature resulting from, arising out of, or relating to the activities of the contractor or its officers, employees, subcontractors, or agents in connection with the Project.
- 19. Termination.**
- (a) This Agreement may be terminated by mutual consent of both parties.
- (b) DEQ may terminate this Agreement effective upon written notice to Recipient, or at such later date as may be established by DEQ in such notice, (i) if DEQ fails to receive sufficient funding, appropriations, limitations, allotments or other expenditure authority to allow DEQ, in the reasonable exercise of its administrative discretion, to make payments under this Agreement, (ii) if there is a change in federal or state laws, rules, regulations, or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (iii) in accordance with Section 18.
- 20. Default by Recipient.** Recipient shall be in default under this Agreement upon the occurrence of any of the following events:
- (a) Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations contained in this Agreement, including any exhibit attached hereto;
- (b) Any representation, warranty or statement by Recipient made herein or in any documents or reports relied upon by DEQ, including but not limited to any statement used by DEQ to measure progress on the Project, the expenditure of Grant moneys, or the performance by Recipient, is untrue in any material respect when made;

- (c) Recipient: (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property; (ii) admits in writing its inability to pay, or is generally unable to pay, its debts as they become due; (iii) makes a general assignment for the benefit of its creditors; (iv) is adjudicated as bankrupt or insolvent; (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect); (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect); or (viii) takes any corporate action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking: (i) the liquidation, dissolution, or winding-up, or the composition or readjustment of, Recipient's debts; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets; or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of twenty (20) consecutive days, or an order for relief against Recipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

- 21. Remedies Upon Default.** If Recipient's default under Section 17(a) or 17(b) is not cured within fifteen (15) days of written notice thereof to Recipient from DEQ (or such longer period as DEQ may authorize in its sole discretion), or if there is a default by Recipient under Section 17(c) or 17(d), DEQ may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant amount, payment of any interest earned on the Grant amount, and declaration of ineligibility for the receipt of similar future awards. If, as a result of Recipient's default, DEQ demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon DEQ's demand.
- 22. No Implied Waiver, Cumulative Remedies.** The failure of DEQ to exercise, and any delay by DEQ in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and are not exclusive of any remedies provided by law. DEQ may, in its sole discretion, pursue any remedy or remedies singly, collectively, successively, or in any combination or order.
- 23. Notices.** Any notification required under this Agreement shall be in writing, delivered to the Grant Administrator only by one of the following methods: in-person; U.S. mail, postage prepaid; or email. Notices mailed or emailed must be sent to the address or email address set forth in this Agreement on page 1. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by email shall be 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.
- 24. Amendments.** The terms of this Agreement may not be waived, altered, modified, supplemented, or amended in any manner, except by written instrument signed by both parties (or, in the case of a waiver, by the party against whom such waiver is sought to be enforced). Such waiver, alteration, modification, supplement, or amendment, if made, is effective only in the specific instance and for the specific purpose given. Recipient must notify DEQ's Grant Administrator in writing no later than forty-five (45) calendar days before the Project Completion Deadline of any proposed amendments to the Agreement.
- 25. Assignment; Successors and Assigns.** Recipient may not assign or transfer its interest in this Agreement without the prior written consent of DEQ and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. 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.
- 26. Survival.** Sections 5, 9, 11, 14, 15, 22, and 23, and all other provisions that by their terms are meant to survive, shall survive the termination of this Agreement.
- 27. No Third Party Beneficiaries.** DEQ and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly, to any third party unless such party is identified individually by name herein and is described expressly as an intended beneficiary of the terms of this Agreement.
- 28. Governing Law; Venue; 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 DEQ (or any other agency or department of the State of Oregon) and Recipient 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 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. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States, or otherwise, to or from any Claim or from the jurisdiction of any



court. RECIPIENT, BY ITS EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

- 29. Alternative Dispute Resolution.** Recipient and DEQ shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for the administration 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.
- 30. Management Fees.** Management fees or similar charges are not eligible costs under this Agreement. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not eligible costs under this Agreement. Management fees or similar charges may not be used to improve or expand the Project funded under this Agreement.
- 31. Intangible Property.** The Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this Grant Agreement. For any such work, Recipient grants to DEQ and EPA a nonexclusive, irrevocable, perpetual royalty-free, license to reproduce, publish, or otherwise use the work and to authorize others to do so.
- 32. Suspension and Debarment.** Recipient shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons", as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. Recipient may access the Excluded Parties List System at <http://www.sam.gov>.
- 33. Trafficking Victim Protection Act of 2000, Section 106** Prohibition statement for Recipients who are **private entities**: You as the Recipient, your employees, sub-recipients and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period that this Agreement is in effect; procure a commercial sex act during the period of time that this Agreement is in effect; or use forced labor in the performance of the Grant or sub-grants.
- 34. Drug Free Workplace.** The Recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536, Subpart B.
- 35. Captions.** The captions or headings in this Agreement are for convenience only and do not define, limit, or describe the scope or intent of any provisions of this Agreement.
- 36. Merger Clause.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE RECIPIENT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
- 37. Independent Contractors.** DEQ and Recipient agree and acknowledge that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 38. 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.

**EACH PERSON SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE HAS THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT.** DEQ enters into this Agreement under the authority of Oregon Revised Statutes 190.110, 459.053(7) and 459A.120.

**AGREED BY RECIPIENT:**

\_\_\_\_\_  
Kathleen B. Schwartz, Chair - Wasco County Board of Commissioners

\_\_\_\_\_  
Date

**AGREED BY DEQ:**

\_\_\_\_\_  
Brian Boling, Central Services Administrator - DPO

\_\_\_\_\_  
Date

**EXHIBIT A**

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY SMOKE MANAGEMENT COMMUNITY PLANNING GRANT  
AGREEMENT PROJECT DESCRIPTION, BUDGET, AND SCHEDULE**

<b>Project Name:</b> Columbia Gorge Community Smoke Response Planning	<b>DEQ #:</b> 046-22
<b>Recipient:</b> Wasco County	

## BACKGROUND

The Legislature established the Oregon Smoke Management Plan ("SMP") to improve the management of prescribed burning as a forest management and protection practice; and to minimize emissions from prescribed burning consistent with the air quality objectives of the federal Clean Air Act and the State Implementation Plan developed by DEQ. The Oregon Department of Forestry ("ODF") implements the program, with rules being promulgated by the Oregon Board of Forestry ("BOF"). DEQ coordinates with ODF on program management and development, and incorporates rules into Oregon's State Implementation Plan, for approval by the Oregon Environmental Quality Commission ("EQC"). In the 2021 Legislative Session, DEQ received pass-through funding for Oregon communities to develop community response plans.

## PROJECT BUDGET

	Grant Amount	Match Amount	Total
Personnel	\$28,500	\$23,000	\$51,500
Professional Services	\$10,000	\$0	\$10,000
Other Services and Supplies	\$26,000	\$200	\$26,200
Capital Outlay (equipment, property, rolling stock, etc)	\$0	\$0	\$0
Travel (if applicable)	\$0	\$0	\$0
Participant Stipend	\$7,500	\$0	\$7,500
Indirect (Admin Fee)	\$8,000	\$0	\$8,000
<b>TOTAL</b>	<b>\$80,000</b>	<b>\$23,200</b>	<b>\$103,200</b>

## PROJECT DESCRIPTION:

Smoke impacts from wildfire and forestland burning in the Columbia Gorge threatens homes, critical infrastructure, high value agricultural lands, habitat for threatened and endangered species, the outdoor recreation economy, and the health of vulnerable populations within this community.

The current state of planning for mitigating these events in the Gorge has not kept up with the increase in events, needs, and impacts. Currently, each County has some planning around these fire events, including planned forest burns, wildfires and wildfire smoke, but those plans are not comprehensive and they are woefully outdated.

In the Columbia Gorge, which is considered a Smoke Sensitive Receptor Area (SSRA), there are currently only two air quality sensors. However, a collaboration of partners including OSU Extension, the Healthy Community Collective, eSpace Labs (in Bend) and others are planning to increase the number of sensors in the region in the coming months. The data from these additional sensors will help to develop more robust and comprehensive plans.

The basic plan for these funds is to bring the varied and relevant county, state, and federal agencies together, along with community-based organizations to develop comprehensive fire and smoke plans for each county. Essentially these funds will be used as a planning grant. At the end of this project, both Hood River and Wasco counties will have comprehensive plans to address the potential impacts from smoke and develop methods for informing their community about these events.

**All timelines are estimated. Any substantial deviation (+1 months) needs to be reviewed by DEQ.**

**GOAL 1: ALL ORGANIZATIONS AND AGENCIES UNDERSTAND THE PURPOSE AND STRUCTURE OF THE COMMUNITY RESPONSE PLAN ("CRP") AND PROTOCOLS FOR PLAN DEVELOPMENT ARE ESTABLISHED.**

Task(s)	Timeline	Expected Outcome	Success Measures	Organization Responsible
1. Partnership Outreach and Coordination	April 2022 – May 2022	1. Establish point of contact for each organization  2. Determine roles and responsibilities and needs for each organization	1. Shared Listserv and Google Drive Files to manage project  2. Partners include, but are not limited to, Hood River County Health Department, Hood River County Planning Department, Wasco County Emergency Management, Wasco County Planning, North Central Public	OSU Extension, Andrew Spaeth

			Health District, Oregon State University Extension Service ("OSU Extension"), The Next Door Inc., Mount Hood National Forest, USFS Columbia Gorge National Scenic Area, Hood River Forest Collaborative, Wasco County Forest Collaborative. ("Partners")	
2. Onboard AmeriCorps VISTA staff	April 2022	Successful onboarding of new team member to support project	Member can successfully support project	OSU Extension (from this point forward 'OSU Extension' includes AmeriCorps VISTA)
3. Identify objectives for process	June 2022 – August 2022	Clear set of objectives for the meetings	Set of objectives and Google Drive Files to manage project	OSU Extension, Andrew Spaeth
4. Attend Smoke Management Related Meetings, Trainings, and Conferences	February 2022 – March 2023	1. Develop an understanding of smoke management work across the region  2. Network with other organizations and communities conducting similar work	List of smoke management resources and contacts across the region	OSU Extension, Wasco County staff, Hood River County staff

**GOAL 2: HOST INPUT SESSIONS WITH THE COMMUNITY AND HAVE DISCUSSIONS WITH OTHER PARTNERS TO INFORM DEVELOPMENT OF THE CRP.**

**2A. HOST COMMUNITY CRP LEARNING/INPUT SESSION(S).**

Task(s)	Timeline	Expected Outcome	Success Measures	Organization Responsible
1. Organize Community Input Session(s)	May 2022 – July 2022	Confirmed engagement from Partners	1) Partners and community members (including vulnerable populations) from Wasco and Hood River Counties are able to provide input on CRP	OSU Extension, Andrew Spaeth
2. Complete Community Input Session(s) and Focus Groups	July 2022 – September 2022	8 – 10 Focus Groups	Focus groups successfully carried out in person or via zoom with 5-10 people per group.	OSU Extension, The Next Door Inc., Andrew Spaeth
3. Conduct electronic Qualtrics survey with community	July 2022	Survey distributed Gorge wide with ~10% response rate	1,000 responses	OSU Extension and all Partners

**2B. HOST INTRA-AGENCY ROUND-TABLE DISCUSSIONS.**

Task(s)	Timeline	Expected Outcome	Success Measures	Organization Responsible
1. Organize Intra-agency Roundtable Discussions	May 2022 – March 2023	Confirmed meeting attendance from Partners	Partners regularly attend roundtable discussions / core team meeting	OSU Extension, Andrew Spaeth
2. Host Intra-agency Roundtable Discussions	May 2022 – February 2023	Partners meet or correspond regularly with core team for updates, progress review, feedback, edits, providing critical data/information, and other support as needed	Minimum of 4 meetings are convened	OSU Extension, Andrew Spaeth

**GOAL 3: DEVELOP CRP CONSISTENT WITH OAR 629-048-0180 AND OBTAIN LOCAL SUPPORT.**

Task(s)	Timeline	Expected Outcome	Success Measures	Organization Responsible
1. Draft comprehensive plan	November 2022	Completed draft plan	Draft CRP for Partners to review and provide feedback	All Partners
2. Complete Comprehensive CRP	February 2023	Completed plan	Plan completed and ready to share with DEQ by March 2023	OSU Extension
3. Present CRP to local community members	March 2023	1) Presentations to Wasco and Hood River County Board of Commissioners outlining the CRP  2) Feedback on the CRP  3) Review and support of the CRP	1) A CRP consistent with OAR 629-048-0180  2) Local support and endorsement of the CRP	Presentation: OSU Extension  Support From: Wasco County and Hood River County Board of Commissioners

**GOAL 4: BEGIN IMPLEMENTATION OF COMMUNITY RESPONSE PLAN.**

Task(s)	Timeline	Expected Outcome	Success Measures	Organization Responsible
1. Identify components to begin implementing	February 2023	Increased planning around mitigation and communication	Extent to which the plan and practices are utilized	All partners
2. Hold Tabletop modeling exercise to test communication strategies	March 2023	Test communication strategies with local partners and carry out mock exercise	Successfully carry-out mock smoke communication exercise	All partners

Recipient must immediately notify DEQ of developments that have a significant impact on activities funded by this Agreement, including delays or adverse conditions that materially impair Recipient's ability to meet the objectives of the Agreement. This notification must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

**REPORTING TASKS**

**Task 1:** Recipient must attend the Project kick-off meeting and quarterly project check-in meetings scheduled by the DEQ Grant Administrator.

**Task 2:** Recipient must submit a Project Progress Report at the Project mid-point (date at middle point between the Effective Date of the agreement and Project Completion Date), but no later than six (6) months after the Effective Date of this Agreement. The report must be submitted to DEQ's Grant Administrator and must be provided electronically in PDF or Microsoft Word format. The report must contain the information outlined on Exhibit C.

**Task 3:** Recipient will submit an electronic copy of the developed Community Response Plan to the DEQ Grant Administrator upon completion of the CRP, but no later than the Final Report Deadline.

**Task 4:** Recipient will submit a Final Report at the Project's completion no later than thirty (30) days after the Project Completion Date. The Final Report must contain the information outlined on Exhibit C.

**EXHIBIT B**

**OREGON DEQ SMOKE MANAGEMENT GRANT AGREEMENT PAYMENT REQUEST AND EXPENDITURE REPORT**

<b>Project Name:</b> Columbia Gorge Community Smoke Response Planning	
<b>Recipient Name:</b> Wasco County	<b>DEQ Grant Agreement #:</b> 046-22
<b>Grant Administrator:</b> Mike Middleton, Finance Director	<b>Project Period:</b> Effective Period - March 31, 2023
<b>Total Awarded Grant Amount:</b> \$80,000	<b>Total Match Required:</b> \$23,200
<b>Organization:</b> Wasco County 511 Washington Street, Suite 101 The Dalles, OR 97058  <b>Phone:</b> 541-506-2770 <b>E-mail:</b> <a href="mailto:mikem@co.wasco.or.us">mikem@co.wasco.or.us</a>	<b>Current Expenditure Period</b>  <b>From:</b> XX/XX/XXX <b>To:</b> XX/XX/XXX

EXPENDITURE SUMMARY	Grant Expenditures			Match Expenditures			Total Expenditures
	a	b	a + b = c	d	e	d + e = f	c + f
	Previously Reported (\$)	Current Period (\$)	Cumulative to Date (\$)	Previously Reported (\$)	Current Period (\$)	Cumulative To Date (\$)	To Date (\$)
Personal Services							
Subcontracts							
Services/Supplies							
Travel							
Equipment							
Other Costs							
<b>TOTAL</b>							

Submit payment request with supporting reports to [DEQEXP@deq.oregon.gov](mailto:DEQEXP@deq.oregon.gov)

Total Federal Funds Included in Match:     \$ \_\_\_\_\_  
 Total Grant Money Received to Date:         \$ \_\_\_\_\_  
 Amount of this Request:                         \$ \_\_\_\_\_

<b>CERTIFICATION</b>		
I certify that this report is true and correct to the best of my knowledge and that all expenditures and obligations reported herein have been made in accordance with the budget agreed upon and with other provisions contained in the Agreement.		
Signature _____	Name & Title (print) _____	Date _____

<b>DEQ USE ONLY     Approved for Payment:</b>			
DEQ Grant Administrator _____	Date _____	DEQ Program Manager _____	Date _____

**EXHIBIT C**

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY SMOKE MANAGEMENT GRANT AGREEMENT  
PROJECT PROGRESS AND FINAL REPORT REQUIREMENTS**

- A. A Project Progress Report** is due to DEQ, at the Project mid-point (date at middle point between the Effective Date of the agreement and Project Completion Date), but no later than six (6) months after the Effective Date of this Agreement. The report must be submitted to DEQ's Grant Administrator and must be provided electronically in PDF or Microsoft Word format.

DEQ Grant Agreement #: 046-22

Project Name: Columbia Gorge Community Smoke Response Planning

Recipient Name and Recipient Grant Administrator Contact Information:

Mike Middleton, Finance Director Wasco County

511 Washington Street, Suite 101

The Dalles, OR 97058

Phone: 541-506-2770

E-mail: [mikem@co.wasco.or.us](mailto:mikem@co.wasco.or.us)

Grant Start Date: XX/XX/XXXX

Grant End Date: March 31, 2023

Reporting Period:

1. Please list the Project objectives as outlined in Exhibit A of the grant agreement and describe the ongoing/accomplished work that has been completed for each objective thus far.
2. Are project expenditures aligning with your ongoing/accomplished work?  
☐ Yes ☐ No  
If no, please provide an explanation for significant differences between Project budget and Project expenditures:
3. Will you be able to complete all Project objectives as proposed and on time?  
☐ Yes ☐ No  
If no, please describe any major changes or experiences that have had, or will have, an impact on the Project objectives supported by the grant:
4. Is there anything that DEQ can assist with in order to ensure that the Project is completed as proposed and on schedule?  
☐ Yes ☐ No  
If yes, please explain:
5. All other pertinent information on the progress of the Project can be shared here:

- B. A Final Report** is due to DEQ, upon project completion, but no later than the final Invoice Deadline. The report must be submitted to your DEQ Grant Administrator and must be provided electronically in PDF or Microsoft Word format. Reports at minimum must include:

DEQ Grant Agreement #: 046-22

Project Name: Columbia Gorge Community Smoke Response Planning

Recipient Name and Recipient Grant Administrator Contact Information:

Mike Middleton, Finance Director Wasco County

511 Washington Street, Suite 101

The Dalles, OR 97058

Phone: 541-506-2770

E-mail: [mikem@co.wasco.or.us](mailto:mikem@co.wasco.or.us)

Grant Start Date: XX/XX/XXXX

Grant End Date: March 31, 2023

Reporting Period:

1. Please list the Project objectives as outlined in Exhibit A of the grant agreement and describe all accomplishments. How do the actual accomplishments compare to those originally proposed? If a baseline assessment was done, include a description of that process and what was learned.
2. Describe any major problems or experiences that were encountered during the design and implementation of this Project and what impacts these had on the Project accomplishments.
3. Provide a description of the most and least successful components of the Project explaining why they were or were not successful.
4. Please provide an explanation for all significant differences between the Project budget and Project expenditures.
5. Provide copies of materials related to the Project highlighting various milestones achieved including brochures, public service announcements, photographs, news clippings, or reports.

6. All other pertinent information on the progress of the Project can be shared here:

**Payments may be withheld per the terms of the Agreement until DEQ receives and approves all required reports.**





## MOTION

**SUBJECT: Smoke Management Grant Agreement and OSU IGA**

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I move to approve DEQ Smoke Management Community Planning Grant Agreement # 046-22 and the IGA between Wasco County and OSU Extension Services for implementation of said grant.