



AGENDA: REGULAR SESSION

WEDNESDAY, AUGUST 17, 2022

WASCO COUNTY BOARD OF COMMISSIONERS, 511 WASHINGTON ST. SUITE 302, THE DALLES or VIRTUALLY @

<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.

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| 9:00 a.m. | CALL TO ORDER Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. Corrections or Additions to the Agenda Discussion Items: Rock Crushing Agreement ; Legal Notices Contract ; Resolution Center Development MOU (Items of general Commission discussion, not otherwise listed on the Agenda) Consent Agenda: 8.3.2022 Regular Session Minutes ; 8.8.2022 Special Session Minutes (Items of a routine nature: minutes, documents, items previously discussed.) Public Comment at the discretion of the Chair |
| 9:30 a.m. | Veterans Services Advisory Committee Updates – Mark Fortin |
| 9:40 a.m. | Planning: Surplus Equipment DLCD Grant } Kelly Howsley-Glover |
| 10:00 a.m. | Information Systems Funding Request – Andrew Burke |
| 10:15 a.m. | Executive Session – Pursuant to ORS 192.660 (2)(h) Consulting with Legal Counsel |
| | COMMISSION CALL |
| | NEW/OLD BUSINESS |
| | ADJOURN |

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



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
AUGUST 17, 2022**

Room 302, Wasco County Courthouse

This meeting was also 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.

Discussion Item – Rock Crushing Agreement

Public Works Director Arthur Smith said that this is a standard agreement, vetted by County Counsel, between McFarlane Enterprises and Wasco County to crush rock at the County-owned Harvey Pit.

Commissioner Hege asked what they are crushing. Mr. Smith replied that they will be crushing maintenance rock for our 410 miles of gravel road and shoulder work.

Commissioner Hege asked if there is there reject material. Mr. Smith said that the Harvey Pit produces a lot of quality material so there is no reject material.

Commissioner Hege asked how many pits the County owns. Mr. Smith answered that there are 4 that we use regularly, but more than a dozen permitted pits have been established over the years. When the County was building roads they would establish pits near road development to service the work. Some of them now have proximity to farms and residential so we would not use those unless there was an emergency. When we had the 1996 flood, we used every available resource. We need to maintain ownership for emergency use. We now have access to Priddy pit in antelope; we did not have that before and had to truck rock from Wamic to service that area. We are working with that group to improve the road system in that area. We don't own the Priddy pit but are the only ones permitted to use it. It is a public benefit so we are not making any royalty payments but we want to be good neighbors and maintain it in such a way that it could be recovered if no longer needed.

WASCO COUNTY BOARD OF COMMISSIONERS
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Commissioner Hege commented that there is a pit south of Pine Grove almost on the border of Warm Springs. Mr. Smith stated that is the Kelly Springs pit which is accessed by the State and Wasco County as well as a private interest; it is a large site. Commissioner Hege noted that the County owns a piece of property there. Mr. Smith confirmed saying that it is about 60 acres.

{{{Vice-Chair Kramer moved to approve the agreement between Wasco County and McFarlane Excavation to crush and stockpile aggregate rock. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion Item – Legal Notices Contract

Ms. Clark explained that this is an annual agreement with the Columbia Gorge News that stabilizes the price for legal notices. The cost has increased by a little more than 3% this year.

{{{Commissioner Hege moved to approve the 2022/2023 contract with Columbia Gorge News for the publication of legal notices for Wasco County. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Discussion Item – Resolution Center MOU

Sheriff Magill explained that this is part of the project to build a residential and a secure residential treatment facility as part of the Columbia Gorge Resolution Center (CGRC). As part of the grant requirements, we needed to contract with a provider to manage the planning grant which includes a study to identify those who are underserved and would be better served by the Center. The MOU is to pass through the funding from the State to Columbia Care Services (CCS). The grant and study ended June 30th; this will clean up the final details to compensate Columbia Care Services for the work they have done. County Counsel Kristen Campbell added that she negotiated with CCS to make this an agreement rather than a Memorandum of Understanding (MOU).

Vice-Chair Kramer pointed out a typo in the second line on the first page of the agreement – CGCRC needs to be corrected to be CGRC.

Chair Schwartz asked about the timing of the work beginning in March of 2022. Sheriff Magill explained that the grant work began in March has been completed. In fact, we should know soon if we are going to be awarded the \$11.5 million to complete the project. We could break ground next spring or summer. We have already received \$4.5 million through the Christmas Tree Bill. Because it is a regional project, we want to make sure we do not get into a situation where

we are doing all the management without some measure of control. This month we hope to have an agreement between the State, Columbia Care and Wasco County to pass through funding to Columbia Care to manage the project.

Commissioner Hege noted that the termination date is blank. Ms. Campbell said she will work with CCS to make the appropriate revisions.

Chair Schwartz asked Sheriff Magill to explain a little more about the Resolution Center project. Sheriff Magill explained that the project is in sync with plans the hospital has. The 16-bed Secure Residential Treatment Facility (SRTF) will be where law enforcement can take folks in crisis to be in a secure facility for stabilization. He explained that most of the people they encounter just need to be stabilized. Folks can also walk in and stay for up to 23 hours. The Residential Care Facility (RTF) is for longer term care. Creekside is an RTF that has been operating here for 20 years; folks there will transfer to the new facility. The SRTF and RTF will be separate buildings; collocating them complicates the process and the care. MCMC will also have a separate facility. The RTF will be easier and quicker to build.

Vice-Chair Kramer said he has been participating in this process. There is a lot of work going on and 3 counties involved – Wasco, Hood River and Sherman.

Mark Fortin of The Dalles asked where the Center would be located. Vice-Chair Kramer replied that they are still working on that.

Veterans Service Officer Russell Jones commented that this will fill a need for area veterans who currently have to get on waiting lists to access facilities in Vancouver or White City.

{{{Commissioner Hege moved to approve the agreement between Wasco County and Columbia Care Services for Columbia Gorge Resolution Center Project Development Management Services with the acronym correction and termination date included. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

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| Consent Agenda – 8.3.2022 & 8.8.2022 Minutes |
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{{{Vice-Chair Kramer moved to approve the Consent Agenda. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Veterans Services Advisory Committee (VSAC)

VSAC Chair Mark Fortin said that the purpose of the VSAC is to come up with ideas and help find solutions for Wasco County veterans. He reviewed the presentation (attached).

Chair Schwartz asked what CHAMP VA is. Mr. Jones stated that it is medical insurance for the dependents of a veteran who is rated permanently and totally disabled due to a service-connected disability, or was rated permanently and totally disabled due to a service-connected condition at the time of death, or died of a service-connected disability, or died on active duty and the dependents are not otherwise eligible for Department of Defense TRICARE benefits.

Mr. Jones explained that Board of Veterans Affairs (BVA) hearings are non-confrontational. The veteran and/or their representative make their case before a Judge who makes the decision. An appeal takes approximately 4-6 years with a 1-2 year wait for a hearing date. That is why the Veterans Service Office works so hard on the initial claim to circumvent the need for an appeal.

Commissioner Hege said that of 27 appeals, 5 went to hearings. Mr. Jones explained that the 5 that went to hearings had been appealed years ago. Commissioner Hege concluded that not all appeals go to a hearing. Mr. Jones concurred.

Mr. Fortin stated that the Veterans' Coffee is a new monthly program for veterans to meet and create relationships and community. It is an effort to help prevent suicide. Generally 8-10 veterans show up along with the Veterans Service Officers.

Chair Schwartz commented that the outreach being done is robust and seems to have made good progress. She commended them on the work they have done.

Mr. Jones said that the Klickitat County VSO has retired and we are getting a lot of traffic from there. They answer what questions they can and send them to Vancouver as we are not allowed to work on their behalf. Mr. Stone added that the State of Oregon does not want us spending Oregon dollars on Washington clients.

Commissioner Hege pointed out that we used to have a lot of Klickitat overflow.

He asked if Mr. Jones knows the status of the Klickitat vacancy. Mr. Jones replied that the position had been advertised and is no longer advertised; he assumes they are in the hiring process. Mr. Stone said that Klickitat County used to contract with us to work on behalf of their veterans but some years ago decided to hire their own VSO. Mr. Jones added that Warm Springs Tribal VSO retired and we have been taking calls from there.

Mr. Fortin continued to review the presentation, pointing out that most of the benefits received by Wasco County veterans are spent in Wasco County. While compensation and pension payments are rising, the veteran population is decreasing and expected to continue on that trend for the next 10 years. Mr. Jones explained that during the draft, many veterans served just 2-3 years; the all-volunteer service personnel serve an average of 8-10 years.

Commissioner-Elect Phil Brady asked about the Veteran's Court. Mr. Stone said that is a DA state program for veterans having challenges. Commissioner Hege added that they are working on that but it is not going yet.

Mr. Fortin said they are looking for volunteers at the Veterans Service Office to staff the front desk. Volunteers answer the phone and greet foot traffic which frees the VSOs to do their work. He is currently the only volunteer. He said that they are also looking for VSAC members.

Chair Schwartz announced that a long-serving member of the VSAC has submitted his resignation. She presented a certificate of appreciation to Max Maxwell for his 6 years of service to his community.

Mr. Fortin thanked Chair Schwartz for her participation on the VSAC.

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| Agenda Item - Planning |
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SURPLUS EQUIPMENT

Planning Director Kelly Howsley-Glover explained that this equipment was purchased by the previous Planning Director to support public participation meetings around the county. However, since the state has mandated hybrid meetings, this equipment is not useful; it is all still brand new in the box. She asked for the authority to surplus the equipment.

**{{{Commissioner Hege moved to approve Order 22-034 surplussing
unnneeded audio equipment. Vice-Chair Kramer seconded the motion which**

passed unanimously.}}

DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT GRANT

Ms. Howsely-Glover explained that the State passed this funding several years ago but just staffed the process. This coincides with the Transit Plan to expand Link services. She said that one of her hesitations in adopting the Transit Plan into our TSP was being able to interact with the public to hear their needs. The Rural Transit Equity Grant will help with that; we would have to complete the work by June. They will be interacting with migrant workers and unincorporated rural residents to assess needs. It is a positive, beneficial program so we can connect the plans and move work forward in concert.

Commissioner Hege asked if this is the work that our staff will do; and what is the connection to MCEDD and their role. Ms. Howsley-Glover replied that we have to form a technical advisory committee and MCEDD will participate in that. Staff will be conducting this work. We were able to hire a part-time long-range planner and this will be her primary project. She will help with other projects but this is her focus.

Vice-Chair Kramer said he met with MCEDD Executive Director Jessica Metta yesterday along with the MCEDD Deputy Director of Transportation and a Tygh Valley representative. He said he is looking forward to incorporating that conversation into this work.

Ms. Howsley-Glover said this is moving forward rapidly and she expects a finalized contract soon.

Agenda Item – Information Services Funding Request

Information Services Director Andrew Burke reviewed the memo included in the Board Packet. He explained that in June we had a Uninterruptable Power Supply (UPS) failure which places us in a critical position in terms of power to our system. UPS provides momentary back up. We have looked at costs for repair and replacement; replacement is most cost effective. He said he is asking for approval to spend up to \$50,000 to replace the UPS; lack of inventory makes it difficult. We have found one unit but will still need to get a transformer. While we wait, we need to get smaller UPSs to put in the server room to replace the function as a stop gap. We had planned on that purchase anyway as back up. He said he will keep the Board updated on costs and progress. He said he spoke with Finance Director Mike Middleton - there are funds available in the capital account and ARPA funds that were already allocated.

Vice-Chair Kramer said we need to keep this moving forward.

Commissioner Hege asked about the failure. Mr. Burke said there was a power outage; he suspects there was a spike that damaged the circuitry, power regulation failed and batteries started leaking acid. Commissioner Hege asked how we can protect the new equipment. Mr. Burke replied that they can install a transformer unit and bypass switching; that is all a part of the plan. The UPS actually did its job and protected the rest of the equipment from failure. Commissioner Hege asked about the availability of the smaller UPS units. Mr. Burke said they are prioritizing units that are readily available and in full stock.

{{Vice-Chair Kramer moved to approve the emergency expenditure of up to \$50,000 of capital funds to replace and upgrade Wasco County's failing datacenter uninterrupted power supply (UPS) in the courthouse and \$15,174 of American Rescue Plan Act funds to purchase and install a smaller UPS as a stopgap measure until the permanent UPS can be installed. I further move to authorize the Administrative Officer to execute any documents, pending legal review, needed to complete the purchase and installation of the UPS. I further move to exempt these purchases from the competitive procurement process under Section 20 of the Wasco County Contracting Rules which allows an exemption in an emergency. Commissioner Hege seconded the motion.

DISCUSSION: Mr. Stone said it designates \$15,000 from ARPA Funds but he will have the flexibility to access ARPA funding for a portion of the \$50,000 expenditure.

The motion passed unanimously.}}

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| Agenda Item – Executive Session |
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At 10:06 a.m. Chair Schwartz opened an Executive Session pursuant to ORS 192.660(20)(h) to consult with legal counsel. She explained the process to be followed and cautioned the press to not report on anything discussed in Executive Session except the general topic as previously announced.

The Regular Session resumed at 10:33 a.m.

Chair Schwartz called for a recess at 10:33 a.m.

The Regular Session resumed at 10:38 a.m.

Commission Call

Vice-Chair Kramer reported that he met with the Tygh Valley School Community Center group which is a group of volunteers who have provided transportation services to members of their rural community; they are servicing between 1 and 6 riders a week. Over the course of the pandemic new regulations on Medicaid funds and other state and federal grants, have drastically impacted the funding for their program. In addition, the youngest member of the volunteer group is 73. They have 4 vehicles that provide services to and from The Dalles and Portland. We sat down with them to talk about options. Kathy Fitzpatrick will be working on solutions. Circles of Care is also talking with them regarding a partnership. Age Plus has a neighbor helping neighbor program. Transportation will be a big issue for all counties especially those that are rural and frontier. He said they will look for short term and long term solutions. MCEDD is planning a second south county route; right now they go 1 day a week and they plan go to 2 days a week. Jody Chastain is leading. He said he would like to get the vehicles to churches that can help get folks from home to the bus stop. Most of the folks needing service are single, elderly people with no family. There is a lot of work to do; the process just started yesterday. He said that one of his concerns is that in 2-4 years, we are going to be scrambling for funds to sustain these projects.

Vice-Chair Kramer went on to say that MCEDD might be able to do the scheduling and reporting; then we can get training for new drivers. If we can also get back into the non-emergency transports, then we can get some better rates to pay for the insurance, maintenance etc.

Commissioner Hege asked who provides that non-emergency transportation now. Vice-Chair Kramer said it was coming out of the Valley and they were just not showing up. He said there are models around the state that we can look at.

Vice-Chair Kramer reported that the first Oregon Recycling System Advisory Council meeting is tomorrow from 2-5 p.m. They will be formalizing rules and getting updates as well as reviewing a potential list of recyclable materials and producer's pros and cons. He said he is looking for some productive time with the 17 members.

Vice-Chair Kramer reported that Daniel Dougherty and Dustin Williams from our Planning Department will be working at the upcoming hazardous waste events.

Vice-Chair Kramer said he would forward the AOC budget to the other

Commissioners. That will be a topic at the upcoming District meetings. Last two budget committee meetings have not had a quorum; they will try again in October. Chair Schwartz noted that there seems to be a lot of turnover at AOC.

Commissioner Hege reported that in September he is going to D.C. with the Community Outreach team.

Chair Schwartz said that Mr. Renault talked about things in a recent email that she is interested in knowing more about. He will be presenting at the September 7th Board Session. Commissioner Hege said that Mr. Renault has been around for a long time and is just new to the position of Regional Mobilization Coordinator.

Chair Schwartz reported that the mayor's Unhoused Task Force continues to meet with representatives from mental health, housing, law enforcement, St. Vincent's, etc. It is a good group. She said there are some challenges we are facing in the St. Vincent area. She will keep her colleagues informed.

Commissioner Hege asked about the cooling shelter. Chair Schwartz stated that no one is using the cooling shelter. There was a lot of staffing, media promotion, etc. People came in for water but left; therefore CAP is not staffing. St Vincent's is still open and people can go in to cool off.

Chair Schwartz adjourned the session at 10:58 a.m.

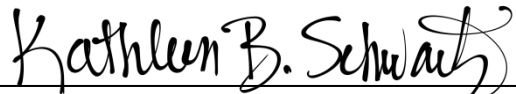
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| Summary of Actions |
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MOTIONS

- **To approve the agreement between Wasco County and McFarlane Excavation to crush and stockpile aggregate rock.**
- **To approve the 2022/2023 contract with Columbia Gorge News for the publication of legal notices for Wasco County.**
- **To approve the agreement between Wasco County and Columbia Care Services for Columbia Gorge Resolution Center Project Development Management Services with the acronym correction and termination date included.**
- **To approve the Consent Agenda – 8.3.2022 Regular Session Minutes & 8.8.2022 Special Session Minutes.**
- **To approve Order 22-034 surplussing unneeded audio equipment.**
- **To approve the emergency expenditure of up to \$50,000 of capital funds to replace and upgrade Wasco County's failing datacenter uninterrupted power supply (UPS) in the courthouse and \$15,174 of**

American Rescue Plan Act funds to purchase and install a smaller UPS as a stopgap measure until the permanent UPS can be installed. I further move to authorize the Administrative Officer to execute any documents, pending legal review, needed to complete the purchase and installation of the UPS. I further move to exempt these purchases from the competitive procurement process under Section 20 of the Wasco County Contracting Rules which allows an exemption in an emergency.

Wasco County
Board of Commissioners



Kathleen B. Schwartz, Commission Chair



Steven D. Kramer, Vice-Chair



Scott C. Hege, County Commissioner



DISCUSSION LIST

[ROCK CRUSHING AGREEMENT](#) – Arthur Smith

[LEGAL NOTICES CONTRACT](#) – Kathy Clark

[RESOLUTION CENTER DEVELOPMENT MOU](#) – Lane Magill



DISCUSSION ITEM

Rock Crushing Agreement

[STAFF MEMO](#)

[REQUEST FOR PRICE QUOTE](#)

[AGGREGATE ROCK AGREEMENT](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Excavation/Rock Crushing Services

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ARTHUR SMITH

DATE: AUGUST 8, 2022

BACKGROUND INFORMATION:

Included in the Board Packet is the proposed Agreement between McFarlane Excavation and Wasco County for rock crushing services. The proposed work is to crush 12,000 cubic yards of maintenance rock at the county-owned Harvey Pit (off of 7 Mile Hill Rd). The total agreement amount is \$159,000 - see attached price sheet.

We did not go through the formal bid process, but utilized the Wasco County Special Exemptions; the Board of Commissioners, acting as the Local Contract Review Board, has exempted certain public contracts or classes of contracts from the competitive selection process. One of the classes of contract that is exempted is for maintenance rock.

REQUEST FOR PRICE QUOTES

2705 East Second Street • The Dalles, OR 97058 • www.co.wasco.or.us

The Wasco County Public Works is requesting Price Quotes for crushing and stockpiling approximately **12,000 cubic yards of 3/4"-0 aggregate**. Pioneering pathways to prosperity.

The material source for this project shall be from specified sites at the county owned "Harvey Pit", located off of Seven-mile Hill Road, approximately 2.6 miles West of The Dalles, Oregon. (See attached vicinity map)

The aggregate to be produced is a "maintenance rock" and will be used for the repair and upkeep of gravel roads, road shoulders and other areas where dirty material is not undesirable. The county will allow the finished aggregate to contain some earth, clay, sandstone, soft rock and other materials normally prohibited. No scalping or reject screening will be required.

The county has pushed-up and stockpiled a sufficient quantity of material for the contractor to utilize. The successful contractor shall be responsible for feeding their crusher unit and stockpiling the finished aggregate.

The pay quantities of materials furnished will be by cross-section measurement of the completed stockpile to the nearest 0.1 cubic yard. There will be no allowance made for settlement or shrinkage.

Price quotes shall be received until **1:00 pm, Wednesday, May 11, 2022.**

Any questions regarding this solicitation or requests for site visits can be submitted via e-mail to Arthur Smith at arthurs@co.wasco.or.us or by phone at 541-506-2645.

Wasco County reserves the right to reject any or all price quotes, and to award the price quote according to the public's best interests.

It shall be assumed that all companies submitting price quotes have checked all plans and are thoroughly familiar with the work to be performed, the materials and equipment to be furnished, and the conditions that exist.

All work shall be performed according to good engineering and construction standards, all to the satisfaction of Wasco County for the following prices:

| <u>Item Description</u> | <u>Quantity</u> | <u>Unit</u> |
|--|-----------------|-------------------|
| <u>Price</u> | <u>Total</u> | |
| 3/4"-0 Aggregate CY \$ <u>12.00</u> (Crush & Stockpile) | 12,000 | \$ <u>144,000</u> |
| Mobilization \$ <u>15,000</u> | All | Lump Sum |

Total Amount Quoted:

\$ 159,000

Contractor McFarlane Excavation, INC

Address 1285 SE Sunrise ST

City &
State Prineville, OR 97754

By/Title Owner

Phone/Fax 541-410-0442

Email

Tymcxnl@gmail.com

Please submit your signed price quote by **1:00 pm, Wednesday, May 11, 2022.**

Wasco County will accept price quotes by e-mail or fax. Price quotes submitted via e-mail should be sent to Arthur Smith at arthurs@co.wasco.or.us The Wasco County Public Works fax number is (541) 506-2641.

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of August, 2022, by and between McFarlane Excavation, Inc hereinafter called Contractor and Wasco County, a Municipal Corporation and political subdivision of the State of Oregon, hereinafter called County.

WITNESSETH THAT:

WHEREAS, Pursuant to the invitation of the County, the Contractor did in accordance therewith, file with the County a proposal containing an offer which was invited by said County; and

That the applicable specifications bound herewith, and the proposal bound herewith are hereby specifically referred to and by reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor shall faithfully complete and perform all of the obligations of this Agreement, and in particular shall promptly, as due, make payments of all just debts, demands and obligations incurred in the performance of this Agreement; and shall not permit any lien or claim to be filed or prosecuted against the County or the Wasco County Commission. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor. It is expressly understood that this Agreement in all things shall be governed by the laws of the State of Oregon.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work set forth in this Agreement, the applicable specifications, and the proposal which are a part hereof, the County agrees to pay said Contractor the amounts earned, as determined from the actual quantities of work performed and the prices and other bases of payment specified.

IN WITNESS WHEREOF, said Contractor and said County have caused this agreement to be executed on the date and year first above written.

CONTRACTOR: McFarlane Excavation, Inc

Lacie L McFarlane
Authorized Representative (print)

[Signature]
Authorized Representative (sign)

WASCO COUNTY
BOARD OF COMMISSIONERS:

Kathy Schwartz, Commission Chair

Steve Kramer, Commissioner

Scott Hege, Commissioner

APPROVED AS TO FORM:

Legal Counsel for Wasco County

ADDENDUM "A" – GENERAL PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

THIS ADDENDUM "A" is made a part of that certain agreement between Wasco County, an Oregon political subdivision ("County"), and McFarlane Excavation Inc. ("Contractor") dated Aug 1st, 2012 (the "Agreement"). The following terms are hereby incorporated into the Agreement.

1. Qualifications. Contractor represents that Contractor has the training, ability, knowledge, and experience to provide the Services described in the Agreement.

2. Public Contracting Rules. County selected Contractor to provide the Services described in the Agreement pursuant to a solicitation process consistent with its public contracting rules.

3. Non-Assignability. Neither party shall assign or transfer any interest in or duty under the Agreement without the written consent of the other.

4. Independent Contractor. Contractor certifies that:

- a. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.600 and not an employee of County, shall not be entitled to benefits of any kind to which an employee of County is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of County for any purpose, County shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of the Agreement, to the full extent of any benefits or other remuneration Contractor receives (from County or third party) as a result of the finding and to the full extent of any payments that County is required to make (to Contractor or to a third party) as a result of the finding.
- b. Contractor represents that no employee of the County, or any partnership or corporation in which a County employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the Agreement, except as specifically declared in writing.
- c. Contractor is not an officer, employee, or agent of the County as those terms are used in ORS 30.265.

5. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

County:

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

Contractor (See address on Agreement if blank):

McFarlane Excavation, Inc.
1285 NE Sunrise St.
Prineville, OR 97754

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

ADDENDUM "A" – GENERAL PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

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

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

8. Labor and Material. Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and Services necessary for the proper execution and completion of all contract work, all at no cost to County other than the compensation provided in the Agreement.

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

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

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

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

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

- a. If terminated under paragraph 11 by County due to a breach by Contractor, County may complete the work either itself, by agreement with another contractor, or by a combination thereof.
- b. In addition to the above remedies for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

ADDENDUM "A" – GENERAL PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

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

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

14. Governing Law; Jurisdiction; Venue. The Agreement shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between County and Contractor that arises from or relates to the Agreement which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States Court for the State of Oregon.

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

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

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

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

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

ADDENDUM "A" – GENERAL PROVISIONS
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WASCO COUNTY PERSONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

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

ADDENDUM "B" – INSURANCE PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

THIS ADDENDUM "B" is made a part of that certain agreement between Wasco County, an Oregon political subdivision ("County"), and McFarlane Excavation, Inc. ("Contractor") dated Aug 1st, 2022 (the "Agreement"). The following terms are hereby incorporated into the Agreement:

1. Indemnification. Contractor agrees to indemnify and defend the County, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in the Agreement, except to the extent that the liability arises out of the negligence of the County and its employees. Contractor's indemnification shall also cover claims brought against the County under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

2. Insurance. Contactor shall provide all insurance called for below under the heading "Insurance Coverage Required." As evidence of the insurance coverages required by the Agreement, the Contractor shall furnish a certificate of insurance to County. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under the Agreement shall be obtained from insurance companies authorized to do business in the State of Oregon.

3. Insurance Coverage Required. Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Wasco County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the Agreement will be:

- a. COMMERCIAL GENERAL LIABILITY insurance coverage with a combined single limit of not less than \$2,000,000 for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action. The policy shall be endorsed to name Wasco County, its officers, agents, employees and volunteers as an additional insured. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.
- b. AUTOMOBILE LIABILITY insurance coverage with a combined single limit of not less than \$500,000 for bodily injury and property damage resulting from operation of a motor

ADDENDUM "B" – INSURANCE PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle driven by or on behalf of Contractor during the course of providing Services under the Agreement. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

- c. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under the Agreement. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.
- d. **ADDITIONAL INSURED PROVISIONS.** The Commercial General Liability Insurance and other policies the County deems necessary shall include the County as an additional insured with respect to the Agreement.
- e. **NOTICE OF CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the County. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The certificates of insurance provided to the County shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the County.
- f. **CERTIFICATES OF INSURANCE.** As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the County. No contract shall be effected until the required certificates have been received and approved by the County. The certificate will specify and document all provisions within the Agreement. A renewal certificate will be sent to the above address no less than 10 days prior to coverage expiration.
- g. **PRIMARY COVERAGE CLARIFICATION.** The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the County is excess and not contributory insurance with the insurance required in this section.

The procuring of required insurance shall not be construed to limit Contractor's liability under the Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with the Agreement.



MOTION

SUBJECT: Aggregate Rock Contract

I move to approve the agreement between Wasco County and McFarlane Excavation to crush and stockpile aggregate rock.



DISCUSSION ITEM

Legal Notices Contract

[STAFF MEMO](#)

[GORGE NEWS CONTRACT](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Legal Notices Contract

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: AUGUST 6, 2022

BACKGROUND INFORMATION:

This is an annual contract for that establishes the cost of publishing legal notices in The Dalles Chronicle and the responsibilities of both parties to the contract, i.e. deadline for submissions and response to errors. The costs has gone up from \$8.00 to \$8.25. for each column inch of space, representing a 3.125% increase over last year.

**Columbia Gorge News, LLC
1800 W. 6th Street
The Dalles, Oregon 97058**

2022-2023
CONTRACT

FOR PUBLICATION OF LEGAL NOTICES FOR WASCO COUNTY

IN CONSIDERATION of the rates at which Retail Display Advertising is sold under this Contract, the undersigned Advertiser agrees to publish Legal Notices for Wasco County, Oregon in **Columbia Gorge News** from September 1, 2022 to August 31, 2023, as follows:

This advertising and such other Display Space as the Advertiser publishes in **Columbia Gorge News** during this period shall be billed at one of the following rates by the Publisher to the Advertiser at the end of each calendar month for each column inch of space: \$8.25 for On-Line E-Mail. This Contract rate is predicated on payment in full by the 15th of the month following billing.

The deadline for having legal notices to **Columbia Gorge News** is by 4 P.M. the Friday prior to publication, or by permission.

Errors and omissions are the responsibility of the Advertiser and **Columbia Gorge News** assumes no financial responsibility for such errors unless proof is not shown and then only to the extent of the space occupied by such error and a correction in an equal amount of space will be run in the next available issue of **Columbia Gorge News**.

Neither **Columbia Gorge News** nor Advertiser is liable for fulfillment of contract if such is made impossible through suspension of business, or through fire, flood or acts of God.

DATED this 28th day of July 2022.

WASCO COUNTY BOARD
OF COMMISSIONERS:

Scott C. Hege, County Commission Chair

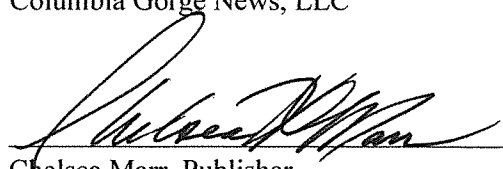
Kathleen B. Schwartz, County Commission
Vice-Chair

Steven D. Kramer, Commissioner

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

Columbia Gorge News, LLC



Chelsea Marr, Publisher

Date:

7-28-22



MOTION

SUBJECT: Legal Notices Contract

I move to approve the 2022/2023 contract with Columbia Gorge News for the publication of legal notices for Wasco County.



DISCUSSION ITEM

Resolution Center Development MOU

[MEMORANDUM OF UNDERSTANDING](#)

[MOTION LANGUAGE](#)

AGREEMENT

**Wasco County
AND
ColumbiaCare Services, Inc. (ColumbiaCare)
FOR
Columbia Gorge Crisis Resolution Center (CGCRC) Project Development Services**

This Agreement sets forth the terms and understanding between how ColumbiaCare will provide Project Development Services for the development of the CGCRC (and other identified mental health programs and resources) in Wasco County.

Whereas:

ColumbiaCare is an Oregon non-profit mental health organization certified and licensed to provide a range of mental health services, including licensed residential, crisis programming, supportive housing, and outpatient services, AND

Whereas:

Wasco County is the recipient of a \$50,000 OHA Planning Grant to be used for developing the CGRC; and

Whereas:

Wasco County has identified ColumbiaCare to be the provider that will plan, develop and operate the CGRC, and potentially additional mental health programs, serving the geographic region of Hood River, Wasco, and Sherman Counties.

Therefore:

- a. Both Wasco County and ColumbiaCare agree ColumbiaCare will serve as the project development manager of the CGRC.
- b. Subject to the availability of OHA Planning Grant funding, in an amount not to exceed \$50,000, Wasco County agrees to compensate ColumbiaCare for the employment of a Project Development Manager who will participate in collaboration and planning to increase behavioral health residential treatment and housing capacity among individuals and groups experiencing inequities in access to health care resources, pursuant to the terms of the Planning Grant Agreement Number 172854.
- c. Collaboration, planning and development activities may include participation in regional coordination planning meetings and the CGRC Advisory Council; developing an overall plan to meet the requirements of the applicable OHA RFGP; completing/submitting the application for available state funding to support the development of the CGRC (and other identified programs as mutually agreed to build out the continuum of services); and coordinating the actual development of the CGRC including siting the project, overseeing program construction, and program start-up.
- d. The initial period of ColumbiaCare's Project Development Manager services will commence, on March 1st, 2022 and shall terminate the earlier of _____ or Wasco County's thirty (30) day written notice of termination.
- e. Wasco County will compensate ColumbiaCare for the Project Development Manager services described above, in the amount of \$50,000) upon execution of this Agreement.
- f. ColumbiaCare shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under any applicable grant.
- g. To the greatest extent allowed by law, the ColumbiaCare agrees to defend, indemnify, and hold Wasco County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, which are alleged or proven to be caused in whole or in part by an act or omission of ColumbiaCare, its officers, directors, employees, and/or agents relating to the Columbia Care's performance or failure to perform. This section shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below by the following authorized representatives:

ColumbiaCare Services, Inc.

Stacy L Ferrell

Printed Name/Title of Authorized Representative

Stacy L Ferrell

Signature of Authorized Representative

8/10/22

Date

Wasco County

Printed Name /Title of Authorized Representative

Signature of Authorized Representative

Date



MOTION

SUBJECT: Columbia Care MOU for Resolution Center Development

I move to approve the Memorandum of Understanding between Wasco County and ColumbiaCare Services for Columbia Gorge Resolution Center Project Development Management Services.



CONSENT AGENDA

[MINUTES: 8.3.2022 REGULAR SESSION MINUTES](#)
[8.8.2022 SPECIAL SESSION MINUTES](#)



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
AUGUST 3, 2022**

Room 302, Wasco County Courthouse

This meeting was also 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:

- Wildfire Update

Discussion Item – Wildfire Update

Emergency Manager Sheridan McClellan reported that the Miller Road fire has grown to 9,100 acres. The State Fire Marshall has taken control of the fire with Incident Command staged at the Wasco County Fairgrounds. The fire has jumped Hwy 216. Responding agencies include local fire districts, Oregon Department of Forestry, the Bureau of Land Management and US Fish and Wildlife. The evacuation areas remain the same as were announced yesterday afternoon.

Chair Schwartz asked if anyone is being housed in the emergency shelter. Mr. McClellan replied that a couple of people showed up but decided to go to a hotel.

Discussion Item – Tax Summary

Wasco County Assessor and Tax Collector Jill Amery reviewed the report included in the Board packet, saying that all the numbers are up – it is a healthy year. She noted that property values have increased and new construction has occurred.

Discussion Item – Civic Auditorium Funding Request

Steve Lawrence, President of the Civic Auditorium Historic Preservation Committee, said that the Civic Auditorium is 100 years old; they will be holding a

celebration November 12th and 13th. The Civic was constructed and dedicated to the veterans of World War I and later to all veterans.

Mr. Lawrence noted that this is the first time the Civic has come to the County for financial support. Funding has come through Urban Renewal, grants and donations. The Auditorium had to close due to the pandemic; during that time, funding from lottery dollars, private donations and reserves were applied to complete interior and exterior renovations. He said that the building has important historical value; since 1990, the Committee has worked diligently to raise the funds to save a building that was ready for destruction. The first day of celebration will include a banquet to celebrate the people who have worked to save the building. He said the Committee is looking for a donation of \$1,000 from the County to support the celebration.

Chair Schwartz thanked Mr. Lawrence for his dedication to this project, saying that she is excited to see the improvements. Mr. Lawrence announced that they will be dedicating the stage to Gerald Richmond.

Commissioner Hege asked about the Civic's previous ownership. Mr. Lawrence responded that it was a movie theater for a while; Park and Rec held tennis lessons there – a lot of damage was done through that activity. The Committee bought it from the City of The Dalles for \$1 and has been working ever since to save the building. More venues are being created in our area; the Civic Committee wants to be competitive and do more with the theater. The city built it for \$125,000. The building is unique in that it has a theater and a basketball court – two of the most powerful people in the community at the time were a coach and a theater director.

Chair Schwartz asked if the County has previously had a connection to the Civic Auditorium. Mr. Stone replied that he does not know but has heard rumor that the County owned it and leased it out or the County leased it and allowed its use by others.

Further discussion ensued and there was consensus to sponsor the celebration in acknowledgement of our volunteers.

{{Vice-Chair Kramer moved to grant the request for a \$1,000 donation sponsoring the celebration of the Civic Auditorium's 100th birthday. Commissioner Hege seconded the motion which passed unanimously.}}

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|--|
| Discussion Item – Museum Commission Appointment |
|--|

Ms. Clark reported that the Museum Commission has reviewed Paulette Brook's volunteer application and supports her appointment to the Commission. This will complete the Museum Commission's 7-member board.

{{{Vice-Chair Kramer moved to approve Order 22-033 appointing Paulette Brook to the Wasco County/The Dalles Museum Commission. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion Item – MCCFL Financial Services Statement of Work

Finance Director Mike Middleton said that he has been part of the Wasco County team assisting with the rebuilding of the Mid-Columbia Center for Living organization. It has been difficult to recruit a Financial Director; he has been filling that gap. This agreement, which falls under the Master Agreement for Information Services, will formalize the arrangement and allow us to get MCCFL set up in our Munis financial system. We will use a formula to charge them for part of the Munis maintenance fee. If, in the future, they want to set up their own separate Munis system, the transition will be smooth. Adding them to our Munis system will also include our employee portal and Tyler content management which will streamline their processes and put them on the path to success.

Mr. Middleton went on to say that if they can recruit a finance manager, that will reduce his load; if they can recruit a finance director, there will be a transition period. He said there is also a contingency plan for a circumstance in which they hire a finance director who does not work out. He concluded by saying that the MCCFL Finance Department has made a lot of progress since we started.

Commissioner Hege said he would be abstaining from the vote since he serves on the Board of both MCCFL and Wasco County.

{{{Vice-Chair Kramer moved to approve the Financial Services Statement of Work between Wasco County and Mid-Columbia Center for Living under the Wasco County Information Services Master Agreement. Commissioner Hege seconded the motion. Chair Schwartz voted yes; Vice-Chair Kramer voted yes; Commissioner Kramer abstained. Motion passed.}}}

Consent Agenda – 7.20.2022 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 – SRS Funding Update

Public Works Director Arthur Smith reviewed the memo included in the Board Packet for the timber payment election process. He explained that when logging was curtailed under President Clinton, an agreement from 1908 which insured

that taxes that would have gone to schools and roads would be replaced went into effect. The process for distribution dictates that the funds would be applied in three tiers – Title I – Roads and schools; Title II - Special projects on federal lands; Title III – County wildfire protection projects, broadband access and emergency services.

Mr. Smith went on to say that there used to be a lot of flexibility for allocations to the 3 tiers; there are now maximums and minimums set for distribution. Wasco County falls into the Major Distribution category which dictates a distribution of a minimum/maximum Tier I distribution of 80%-85%; a minimum/maximum Tier II distribution of 13%-20%; and a minimum/maximum tier III distribution of 0%-7%. Counties can choose to take actual timber receipts or the SRS payment. The actual amount of timber receipts for Wasco County would be approximately \$100,000 whereas the SRS payment to make us whole will be approximately \$900,000 so we always elect to take the payment.

Commissioner Hege commented that some Oregon counties had benefitted from millions of dollars of timber receipts and therefore had very low tax rates. The loss of the timber receipts was devastating for them.

Mr. Smith said that we have until September 30th to make the election for our distribution and send it to the State. The majority of counties go with 85% distribution for Title I and then vary on the Title II and III distributions. He said that he does not know what projects might occur for Title II funding. His recommendation would be to allocate 85% to Title I.

Vice-Chair Kramer expressed some frustration that our federal delegation is going after more recreation area and limiting our funding for search and rescue to take care of the public using those areas.

Commissioner Hege said he would support 85% to Title I which would leave us 2% for Tier III.

{{{Commissioner Hege moved to allocate 85% of Wasco County SRS payment to Title I, 13% to Title II and 2% to Title III. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Vice-Chair Kramer said there is a Forest Collaborative meeting tomorrow at which they will discuss a number of local applications for the funding such as insect control, upkeep and modification of road systems.

Agenda Item – 4 Rivers Early Learning Hub Letter of Agreement

Prevention Coordinator Debby Jones said they had an opportunity to apply for a grant to run Parent Cafés in Wasco County. This program is not yet evidence based but the local Hub wants to pursue the program.

Chair Schwartz asked Ms. Jones to explain what an Early Learning Hub is. Ms. Jones replied that in the past, Oregon had a system of Commissions on Children and Families – one in each county throughout the state. That system was sunsetted in 2012 and replaced by a regional system of Early Learning Hubs targeting children aged 0-5. This system provides us with a more connected and focused 5-county region which is managed by the Educational Service District. She explained that she serves as Wasco County's representative on the Board. The Hub's Administrator is on long-term medical leave and they have recently appointed Shira Skybinsky as the Interim Director. The organization is focused on providing the best start in life for our kids.

Chair Schwartz asked if the Parent Café is focused on children aged 0-5. Ms. Jones said that is the starting point but it does not have to stay that way. It is structured to facilitate discussions and address questions that parents are facing within their families. It is also useful for educators and child care providers. We will be offering it in English and Spanish and already have trained facilitators ready to host the Cafés. The facilitators will be paid; the grant will sustain the program for a year.

Chair Schwartz commented that this is important work that she is happy to see moving forward.

{{{Commissioner Hege moved to approve the Letter of Agreement between Wasco County through their Youth Think Program and the Columbia Gorge Education Service District through the Four Rivers Early Learning Hub for the provision of parenting education and support programs. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Ms. Jones introduced Anna Jasso who is the new Prevention Assistant. She said they have not yet determined where her working space will be.

Ms. Jones went on to say that she had a great conversation with the Planning Director and The Dalles City Manager regarding the upcoming psilocybin actions. Both are looking for recommendations from YouthThink. YouthThink

supports opting out of the service facilities and will be submitting a white paper.

Mr. Stone said that part of the shuffling of the deck to make space for staff could be to put the Commissioner's offices in the building on Court Street formerly occupied by the Oregon Youth Authority. Not only do we not have space in the Harding House for Ms. Jasso, Information Services has one staff member isolated in the basement of the Courthouse. The Board expressed a willingness to explore that option.

Agenda Item – HB 4123 MOU

Mid-Columbia Community Action Council Executive Director Kenny LaPoint said that a collaborative has been formed for the coordination of homeless services through the pilot program supported by HB 4123. MCCAC has already received the \$1 million in funding, set up the office and appointed Kelli Horvath as Director of the program. She was previously MCCAC's housing programs manager. Part of the program requirement is to enter into an agreement with the participating entities. He said he is here today to answer questions and get approval of the Memorandum of Understanding.

Vice-Chair Kramer asked if legal has reviewed the MOU. County Counsel Kristen Campbell said she had a conflict but Chris Crean reviewed the agreement and submitted comments each of which were incorporated in this final version of the MOU.

Vice-Chair Kramer noted that it is a 5-year obligation and asked if he can commit a future Board to that. Ms. Campbell replied that this is not committing funds, just support.

Vice-Chair Kramer said he wants to make sure that it is clear that this is not a financial commitment. Mr. LaPoint said that this agreement represents a good faith effort to pursue the goals in the Strategic Plan that is being developed. MCCAC is ahead of schedule as they had already begun work on a strategic plan at the end of last year through another funding source. When finalized, it will go to the advisory board; the plan will include a funding strategy. The \$1 million will help and the City and County have already contributed toward the Navigation Center. Part of the effort will be to hire a resource development coordinator to pursue grants and funding.

{{{Commissioner Hege moved to approve the Memorandum of Understanding between Mid-Columbia Community Action Council, Wasco,

Sherman and Hood River Counties, and the Cities of The Dalles and Hood River for the implementation of House Bill 4123 General Fund Grant to establish a coordinated homeless response system. Vice-Chair Kramer seconded the motion which passed unanimously.}}

Agenda Item – CRGC Climate Change Action Plan (C-CAP)

Columbia River Gorge Commission Vital Sign Indicators Planner Lisa Naas Cook said that they are grateful for this opportunity to present the plan which is still a work in progress. She said they have heard from Wasco County Planning Director Kelly Howsley-Glover over the last couple of months and are making improvements and refinements to the plan based on that feedback. Revisions will continue throughout the public comment period.

Columbia River Gorge Commission Natural Resources and Land Use Planner Jessica Olson reviewed an abbreviated presentation from that found in the Board Packet.

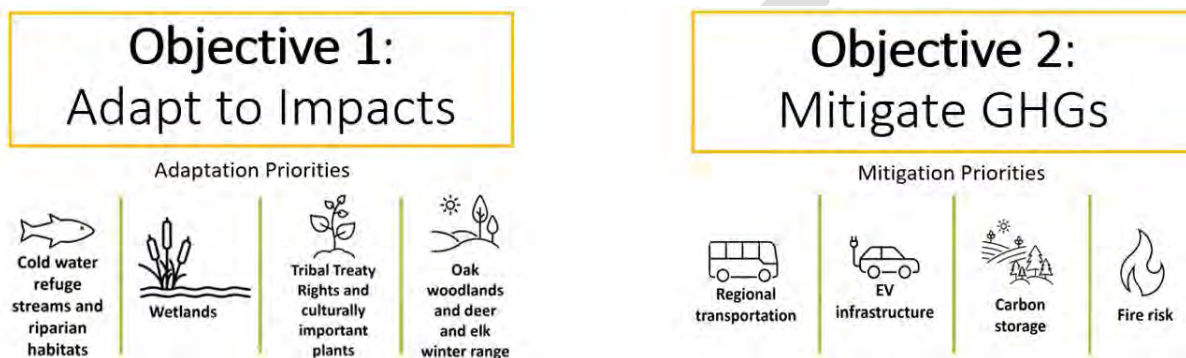
Ms. Olson reviewed the connection between the Management Plan and Climate Action Plan. The newly adopted Management Plan already contains some provisions to address climate change such as extending the buffers for cold water refuge streams from 100 feet to 200 feet. The Action Plan is something that the Management Plan calls for and it has multiple components such as improving implementation of the existing Management Plan by working with the counties to insure that the plan is implemented consistently and well. It also serves to support policy development for future Management Plan revisions that would improve climate change mitigation. Those policies would then go through a public process in the adoption or amending of a new Management Plan in a few years. Working through the Climate Change Plan is an early opportunity for robust discussion and full analysis to support sound decisions on future policy. Partnerships are key throughout this process and are part of the plan.

Ms. Naas Cook commented that it is important to remember that the Climate Change Action Plan is a non-regulatory document.

Ms. Olson continued by explaining that they already have a complementary program; the Vital Sign Indicators Program's purpose is to monitor the health of the National Scenic Area and assess how well we are protecting National Scenic Area (NSA) resources. Ms. Naas Cook said that the program is in its developmental stage and they are working on the connection between the Climate Change Action Plan (C-CAP) and the Vital Signs Indicators (VSI)

Program. The heart of the VSI Program is to look at how well we are protecting NSA resources in the long term for both the Gorge Commission and the Forest Service. There are a number of indicators that have been approved in draft form by the Gorge Commission. One of those indicators is looking at stream temperatures in the cold water streams that provide cold water for migrating fish.

Ms. Olson reviewed the objectives of the C-CAP.



She explained that these are not the only things that are being considered, but they have been identified as priorities for which they will develop goals, strategies and priority actions. Some of the work that has already been done is in conjunction with the Forest Service; they hope to cultivate many collaborative relationships to achieve common goals.

Ms. Olson explained some of the priorities in more detail starting with the Cold Water Refuge Streams and Riparian Habitats goal of summertime water temperature on NSA cold water streams meeting or trending towards standards for salmon and steelhead spawning by 2040. Some of the actions could be to reduce cost/time for enhancement permits, consider requirements that enhance riparian shading along streams and to consider increasing stream buffers for new development. The gorge is home to 10 of 12 of the most important cold water refuge streams in the lower Columbia.

Columbia River Gorge National Scenic Area: Cold Water Refuge Streams



Chair Schwartz noted that the only stream in Wasco County is the Deschutes River. Ms. Olson confirmed that it is the only one in terms of cold water refuge streams. Ms. Naas Cook said that the EPA has identified 15 Mile as having potential with sufficient restoration. However, in terms of primary cold water streams, the Deschutes is the only one in Wasco County and is also a little bit warmer than the others.

Ms. Olson went on to the next goal of fire risk with the goal of combined efforts on public and private lands in the NSA resulting in at least 2,200 acres of fuels reduction treatment by 2025 and that the NSA is home to at least 6 Fire Adapted Communities by 2030. Actions that could be taken to achieve these goals include accelerating forest health treatments and improve outcomes of forest practices, work with counties and others to evaluate Fire Protection Policies, supporting partners coming to agreement on forest closure criteria and procedures and actively participating in the Fire Adapted Communities Learning Network, bringing relevant resources to local partners.

Ms. Naas Cook noted that a lot of funding has come into the area through the Forest Service which has really ramped up their fuel reduction work. She said that not all of the Forest Collaboratives are aware of the active, prescribed program in the Scenic Area. The Gorge Commission is trying to support and amplify the work being done by the Forest Service.

Vice-Chair Kramer explained that the wildfire risk maps are in their infancy. There is a lot of work to be done – many people around the state are filing appeals which the Committee is encouraging because this is not a one-size-fits-all solution. There is still a lot of work.

Ms. Naas Cook agreed, saying that they will be bringing it to an upcoming Planners meeting for discussion.

Ms. Olson said that the 3rd goal she wanted to highlight is the Oak Woodlands. The Action Plan Goal is that critical corridors for oak woodlands and winter range connectivity are mapped and policy options are provided to the Commission by 2025 with no net loss of oak woodland acres or function in the NSA by 2030. Some of the actions that would support that goal is to encourage oak enhancement projects, develop policy options to protect high quality oak habitats and increase effectiveness of mitigation requirements. She said there will definitely be changes from the draft plan as they have received a lot of great feedback on this goal.

Ms. Olson said that oaks are already protected in the Management Plan as a critical habitat with wildlife value. They are also predicted to be one of the more resilient habitat types in the changing climate for their fire resistance and drought tolerance. East Cascades Oak Partnership is producing a significant amount of information as to the condition and types of oak stands and habitats that we have in the Gorge which will help guide decision-making. The CRGC Management Plan already requires mitigation for the loss of oak habitat; the information being gathered will help to make sure the mitigation requirements are meaningful and make good sense. Potentially, off-site mitigation may be offered if it makes sense.

Ms. Naas Cook added that the East Cascade Oak Partnership just received \$7.5 million. One of the main areas where they will be able to do restoration work is in Wasco County. She said that the oaks are a protected habitat. Sometimes when people see many oaks in an area, they wonder why they are seen as at-risk. On both sides of the river, they are in the areas with the highest potential for development. We want to be able to protect what is there and be able to support mitigation efforts.

Ms. Olson reviewed the structure of the Climate Change Action Plan, saying that there will be additional appendices to provide more clarifying detail. She also explained how to provide comment and outlined the meeting schedule. She also reviewed the partners they worked with in developing the plan, saying that the list is growing.

Chair Schwartz asked if public comment will be taken at their September meeting. Ms. Olson responded affirmatively. Ms. Naas Cook added that the

public has also had opportunities to make comments at the Commission's June and July meetings.

Commissioner Hege asked Ms. Howsley-Glover to provide her perspective on the Plan, the discussions and any changes that have been made. Ms. Howsley-Glover said that she had a phone call with Ms. Naas Cook and Ms. Olson regarding the concerns expressed in her June 13th comment letter submitted to the Gorge Commission. They were able to follow up related to recreation concerns. She said she facilitated a conversation last week with agricultural and wildlife experts, CRGC staff and a CRGC Commissioner to talk about the policy recommendations related to limiting new cultivation and offered some alternative recommendations that might be more beneficial in preserving oak habitat. Because there is not a publicly available revised draft of the C-CAP, she will be submitting an additional comment ahead of the August 9th deadline that summarizes some of the modifications that Ms. Naas Cook and Ms. Olson have indicated will be made based on the June 13th letter. The letter will also summarize the conversation and feedback from the subject matter experts related to agriculture so that the Gorge Commissioners are aware of that conversation. It will also summarize any additional information she has about recreation; some additional information about the UBG/UGA expansion criteria related to greenhouse gas emissions and some of the additional criteria. She said that because there is not a publicly available draft for her to review, she is operating under the premise that she still needs to put those items on record for the benefit of the Gorge Commission; however, Ms. Naas Cook and Ms. Olson have been very collaborative, forthcoming and responsive to questions. In that light, she hopes that her letter will offer additional clarity and is really just a supplement to the June 13th letter.

Commissioner Hege asked for background on the proposal of eliminating new cultivation. Ms. Olson responded that something they discovered in the very constructive conversations they have had with Ms. Howsley-Glover and the subject matter experts is that the language is being interpreted differently than what they had intended. The language is intended to limit but not prohibit new cultivation in the agricultural lands. Something they already do with landowners in the development review process is to work with them to address any resource concerns that the CRGC manages for. At times that has led them to come to a decision with the landowner that adjusts their original proposal for how much agriculture they want to do or the configuration of a particular field or the exact design of their development. Those are things that commonly come before them in the review process. The intention of the language in the C-CAP was to

consider potentially different strategies to clarify and improve consistency in how they approach requests for brand new agricultural uses in lands that allow that. That meant developing multiple, different options for the Commission to consider. She said that they have learned that the current language is problematic and they can adjust that to clarify that what they are talking about is addressing brand new development that would impact oak trees and oak woodlands as a priority habitat. That is something that is already foundational in the Management Plan but this articulates that there may be more we need to do in the face of climate change to ensure that the oak habitat isn't degraded over time through the potential for future development that we already see.

Commissioner Hege said he has been around for a while and one thing that always concerns him is that the amount of habitat that is in the NSA is actually comparatively small, so the idea that we can take action on this small section and effect change is probably not realistic. He referenced the actions that were proposed to improve air quality in the Gorge; when the studies were done, it turned out that most of the issues were from air coming into the Gorge rather than problems sourced in the Gorge. Therefore, actions taken in the Gorge were likely to have minimal impact on the quality of air in the Gorge. To a certain extent the same thing applies here. It is not bad to take action but we need to understand that it is unrealistic to expect tightening everything down in the Scenic Area to effect change is the solution– it needs to be on a larger scale and broader area. For example, there is only a small part of the Deschutes that is in the Scenic Area; the issues there cannot be solved by regulating that small segment of the river. He said that he is not saying we should not do anything, just that we need to look at it more broadly.

Ms. Naas Cook said they keep that in mind as they think about what is within their scope of authority and realizing there are a lot of external factors driving climate change. That is the line they walk particularly in the C-CAP which has a focus on partnerships. She said they recognize that they have a small piece but want to play a role by convening and coordinating efforts across multiple agencies. That is what they hope to do as a regional planning organization.

Mr. Stone asked how they accomplish that when the water temperature is outside of the NSA. Ms. Naas Cook replied that there are multiple things going on. There is already monitoring happening on both sides of the river; multiple entities are monitoring water temperature. What is newest in this effort is the focus on the confluence of where the tributaries are coming into the Columbia River and the pockets of cold water where the migrating fish are escaping the warm waters of

the Columbia River. She said what they are proposing, in working with the EPA and others, is actually monitoring those refuge areas as well as other areas upriver that impact the temperatures. There is a lot of work being done but it is disjointed and not being done in a comprehensive way at those confluence sites. Mr. Stone said that his concern is that we will use the local temperature data to regulate locally when the cause of the warmer temperatures is not local.

Ms. Naas Cook said that their goals in this plan for temperatures are really geared to what is in the TMDL for the Snake and Columbia Rivers. They have set their own targets and the CRGC wants to support that. They are currently not looking at changing policy; it is an aspirational goal.

Ms. Olson added that one of the reasons they are developing the C-CAP is to provide a helpful guide to anyone who is interested in working on climate change. Their hope is that the reach of this plan is broader than just the Columbia River Gorge Commission – that is why it is so important that they are hearing from others as the plan is developed.

Chair Schwartz thanked the Commission for doing this work; it really is a resource for the communities where the scenic area is in their backyard. She noted that we have recently formed a City/County Climate Action Committee and they are looking at this document as a resource. She said that she has read the entire plan and gotten a private tutorial with Ms. Naas Cook and Ms. Olson. She said she also read the transcription of the meeting that happened with our Planning Director, the subject matter experts and CRGC staff. She said it seems to come down to semantics that led people to believe that the CRGC was limiting cultivation. Hopefully, the revised plan will have new language that better explains the intent.

Chair Schwartz said that another thing that came up for her is that they are a small staff; over and over the Plan highlights all the different agencies they plan to work with to help accomplish these goals. That is impressive and that is what it will take to actually meet any of the goals.

Chair Schwartz said that there is a proposed comment letter in the Board Packet. She asked if it is the same letter Ms. Howsley-Glover submitted to the Board in July. Ms. Howsley-Glover replied that it has been revised. She said that it would likely take the Board the entire time left to try to come to a consensus on the letter. She said that there is a lot in the letter that she disagrees with outside of the first paragraph. She said she is not interested in signing off on this letter

today.

Mr. Stone asked if the Board is going to consider it or ask for a Special Session. Chair Schwartz indicated that she was not going to do either.

Vice-Chair Kramer said that the Chair does not speak for the entire Board. Chair Schwartz said that the other Commissioners are free to sign and send their own letter. She said it would take a long time for them to come to consensus on a single letter from the Board especially on the issues that are in the letter; it may not be worth the time. Each Commissioner is free to submit a letter on their own.

Commissioner Hege said he was having technical difficulties and although he saw that the letter was there, he did not see the letter and has read it only now. He said he would like the time to look at it more carefully. He said he wants to at least raise our hand and submit a comment.

Ms. Clark said that if either or both of the other Commissioners want to send a letter on their own, they can communicate that to her and she can apply signatures and send the letters.

Vice-Chair Kramer said there is also potential for Board action here. He said he agrees with the progress and the need to move forward. He pointed out that we signed an MOU with the Gorge Commission and it took our challenging the MOU to move forward with it. He said that he is not finding that we are working together. In his mind, he is not seeing collaborative efforts. He asked where the economy is placed in all of this – we aren't talking about any of that. We are talking about removing agriculture and Wasco County is 95-98% agriculture. If we can't have that for our citizens, then we need to go back to the drawing board. He said that he is pleased that we are starting to work on the climate change issues but he has real concerns. The CRGC is appointed and takes direction from no one. When we raise issues, we get emotional about protecting the scenic gorge and forget about protecting the people.

Commissioner Hege said one thing he would like to do is take some time to review the proposed letter. He said whether we have a special session or decide to send individual letters, he would hope to do something. He said that it is important and part of participating is to make comments. He said whether we agree on everything or not, we can look at this as a starting point. He said from the little that he has read, there is some good content in the letter.

Mr. Stone said that this letter is the staff's perspective and can be sent as staff. He said what he has heard from the Board is a "no", a "yes" and a "maybe." Commissioner Hege said he definitely thinks we should submit something; it is important that we participate in a formal way – that is an important component of what we do.

Mr. Stone asked if we should schedule a brief special session to accommodate that conversation. Commissioner Hege said that would be okay and what he will do is review the letter and at least provide some comments to Mr. Stone on how he might like to see it.

Chair Schwartz said she would have to think about that; she is not sure that the Board will be able to come to a consensus and she does not know that she wants to spend the time in a special session. She says that she is not totally in agreement with that. She restated that the only paragraph that she agrees with is the first one. She said she has many concerns with all the other paragraphs. She said if we want to send a letter with just the first paragraph, she would agree to that.

Vice-Chair Kramer said that he wants to request a special session to deal with this.

CRGC Executive Director Krystyna Wolniakowski thanked the Board for the discussion today. She said that the session today and the questions raised were really important. She wants to emphasize that Ms. Olson, Ms. Naas Cook, Ms. Howsley-Glover and many of the people involved in the most recent session really hammered out a lot of the language. She feels that there is a deeper understanding of the power of language. She said that Ms. Olson was trying to explain that the language was not intended to indicate that they wanted to stop agriculture in Wasco County. She said it is her understanding that Ms. Howsley-Glover will have a letter to submit August 9th that really reflects some of the notes from all the different meetings and that those suggestions will be taken under consideration. She said this is a learning process for them as well and as indicated by Ms. Howsley-Glover, Ms. Naas Cook and Ms. Olson have been very collaborative. She stated that they want this plan to be useful to the whole scenic area and they understand that it is limited in its scope because of our geography. They want it to be helpful and it weaves together aspects of many other plans. They are really taking this plan as an opportunity to have a collaborative effort moving forward, not only with Wasco County but with the other counties as well. They know this is an urgent issue that affects all of us. She said that if there is an

opportunity before August 9th or even after, to really look at what the sticking points are that are in the letter and what is it that they need to be more aware of, they really welcome those comments. They are open to how to make the plan better and more effective and more relevant to their work in the Scenic Area. She said they are available any time to talk and address the concerns.

Chair Schwartz called a recess at 11 a.m.

The Session reconvened at 11:06 a.m.

Agenda Item – Executive Session

At 11:06 a.m. Chair Schwartz opened an Executive Session pursuant to ORS 192.660(2)(e) for Real Property Transactions. She explained the process for the Executive Session and cautioned the media to not report on anything discussed in Executive Session except for the general topic as already announced.

The Regular Session reconvened at 12:05 p.m.

Commission Call

Commissioner Hege reported on his recent trip to attend the NACo conference in Adams County, Colorado. He said that he spent some time with AOC staff and got to know a lot of the Oregon contingency that he had not gotten to know previously. He said that our connection with NACo has been very important and NACo is gracious and collaborative in hosting and supporting the attendees. He said that the programs were amazing. One was just about counties and what they do; it was great. Another was with Eugene Sperling who is a Senior Advisor to the President of the United States. He was proud to have advocated for counties to get federal funds directly rather than going through the states. Mr. Sperling cautioned that we need to be responsible about spending so that the arrangement can continue. Dr. Sanjay Gupta spoke as well as Mick Ebeling from Not Possible Labs. Mr. Ebeling's philosophy is that helping one person always leads to helping many more. Heather McGhee, author of The Sum of Us, talked about our fractured nation and how we can come together.

Commissioner Hege said that in addition to all the speakers and programs, there was a big trade show where he was able to talk to some of the vendors we use such as Zen City. He also was able to talk to people from Meta, the parent company for Facebook and Instagram; they want to help government learn how to best use their products. Pet Data takes on the process for pet licensing and will be rolling out their service in Jefferson County; if it works there, it may be a

solution for Home At Last. He also met a man who works for a large soft drink company as a government liaison. He said that he told the man that we have been trying to get a bottling center here but that company did not want to do that. The man was surprised, saying that that position is against company policy; hopefully, some action will result from the conversation.

Vice-Chair Kramer said that he recently attended an AOC District Chair meeting where they reviewed hot topics for the upcoming District meetings. He said that there are some issues that are unique to Wasco and Hood River Counties and there may be a break out session to discuss those. There is a list of topics that needs to be reduced to 3-5 items. He asked for input on what those should be.

He said he is talking to Representative Smith next week along with Jessica Metta and a Commissioner from Hood River County. They are going to talk about the potential for having an economic development district that we can utilize for recreation and tourism as the main focus to provide more housing. It is modeled after the Eastern Oregon Border bill to try to keep Oregon businesses and people in Oregon rather than having them move to Idaho. That is working well. There are 7 recreational counties in the state according to the USDA. Representative Smith said he would be happy to have that conversation and support legislation only if Wasco County were included.

Chair Schwartz said that she would like to see housing be on the list of hot topics as well as the wildfire risk management map. She said that the map is just a broad paintbrush that is not helpful. Vice-Chair Kramer explained that it was intentionally provocative in order to motive response and appeal for a more robust discussion and relevant feedback.

Chair Schwartz asked about the urgent request that came in from Representative Smith. Vice-Chair Kramer said that the Speaker has added more available money and Representative Smith is fighting to direct some of that to our community. He said he suggested the ball field and broadband among other items. Representative Smith is also trying to get funding for the fair. Commissioner Hege said that he also sent him suggestions for the Port regarding employment land.

Discussion ensued regarding the scheduling of a special session. It was determined to hold the session at 10:00 a.m. on Monday, August 8th.

Chair Schwartz adjourned the session at 12:37 p.m.

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| Summary of Actions |
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MOTIONS

- **To grant the request for a \$1,000 donation sponsoring the celebration of the Civic Auditorium's 100th birthday.**
- **To approve Order 22-033 appointing Paulette Brook to the Wasco County/The Dalles Museum Commission.**
- **To approve the Financial Services Statement of Work between Wasco County and Mid-Columbia Center for Living under the Wasco County Information Services Master Agreement.**
- **To approve the Financial Services Statement of Work between Wasco County and Mid-Columbia Center for Living under the Wasco County Information Services Master Agreement.**
- **To approve the Consent Agenda – 7.20.2022 Minutes.**
- **To allocate 85% of Wasco County SRS payment to Title I, 13% to Title II and 2% to Title III.**
- **To approve the Letter of Agreement between Wasco County through their Youth Think Program and the Columbia Gorge Education Service District through the Four Rivers Early Learning Hub for the provision of parenting education and support programs.**
- **To approve the Memorandum of Understanding between Mid-Columbia Community Action Council, Wasco, Sherman and Hood River Counties, and the Cities of The Dalles and Hood River for the implementation of House Bill 4123 General Fund Grant to establish a coordinated homeless response system.**

Wasco County
Board of Commissioners

Kathleen B. Schwartz, Commission Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner



**WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
AUGUST 8, 2022**

Room 302, Wasco County Courthouse

This meeting was also 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 10:00 a.m.

Changes to the agenda: Vice-Chair Kramer asked to add a discussion about the Wildfire Risk Map process.

Chair Schwartz opened the floor to public comment; there was none.

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| <p>Agenda Item – Columbia River Gorge Commission Climate Change Action Plan Comment Letter</p> |
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Chair Schwartz explained that the Board had considered a comment letter prepared by staff and included in the 6.21.2022 Special Session Board Packet; that letter was revised and included in the 8.3.2022 Regular Session Board Packet. She explained that the Board had not reached consensus on either version of the proposed comment letter and had set today's Special Session to explore other options for sending in comments. Since that time, Chair Schwartz had submitted an alternate letter, included in today's Board Packet, for Board consideration; Commissioner Hege also submitted an alternate letter earlier this morning (attached) for the Board to consider. She thanked Commissioner Hege for his draft, saying that she finds it completely acceptable – a nice blend between the letter proposed by staff and the letter she had included in the Board Packet.

Commissioner Hege said that his main point is that the Board provides comment

and that our staff is working with their staff as they have more work ahead. He said he wants them to know that we are paying attention and want to work with them.

Vice-Chair Kramer stated that all three letters basically say the same thing. He said he appreciates Commissioner Hege's comments and is fine with sending his letter on to the Gorge Commission.

*****The Board was in consensus to sign the comment letter drafted by Commissioner Hege regarding the Columbia River Gorge Commission's draft Climate Change Action Plan.*****

Agenda Item – Fire Risk Mapping

Vice-Chair Kramer said he wanted to take this opportunity to apologize to his colleagues and the community for his misinterpretation of the process that was followed for the mapping exercises. He said he is pleased to see that State Forester Mukumoto has pulled the map and done a complete reset. He said we need our public and community involvement in this process; it hasn't gone away and there is still a lot of work to do for our residents and the courageous firefighters who go out to protect us.

Chair Schwartz said that she was not sure an apology was necessary but it is accepted; we all do our best to get the information out as we know it. She said that she has read that the process will start back up again in the fall. Vice-Chair Kramer said that he believes the timeline is still up in the air. He reported that there was a call last Thursday for the eastern region; there will be letters that will come around – we need to keep our eyes open for those. He said it is in the best interest of the community to have these partnerships to deal with the assessments at the local level where we understand our circumstances best.

Commissioner Hege said that although they have pulled it back for now, it is not going away. The maps that come out may not be remarkably different than what we have already seen. Vice-Chair Kramer said he thinks that is right. There is work being done with Chair Bennett and Senator Findley through conversations with the State Forester and Governor Brown. It was a hurried up process and there were misinterpretations; now we can talk on a local level so we can get the assessments dialed in as best we can so constituents do not face unintended consequences that could come out of it such as insurance rates. It will require community involvement and we need to express our concerns so we can put the best map forward.

Commissioner Hege said he wants people who live in the wildland interface to understand that it is their responsibility to keep their properties defensible. The intent is that we do not want the kind of fires we have seen in California to happen here and we can do that through citizens working to make their properties defensible. Even if the fire comes, we can protect the structures. The citizens need to wake up and do the work to help our firefighters protect their property. They need to understand how important it is to do this work.

Chair Schwartz agreed saying that it is important for people to understand what the implications are. Some people do not realize that we have insurance regulations. She said she hopes that through the process they will also take into consideration that there are cultural and language differences. We need to make sure it reaches everyone who needs to know. She said she believes she did not recognize the letter she probably received for what it was and therefore discarded it; a lot of other people probably did the same.

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| <p>Agenda Item – Executive Session Pursuant to ORS 192.660(2)(e) Real Property Transactions</p> |
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At 10:17 a.m. Chair Schwartz opened an Executive Session Pursuant to ORS 192.660(2)(e) for Real Property Transactions. She explained the process for the session and cautioned the media to not report on anything discussed during the Executive Session except for the general topic as previously announced.

The Regular Session reconvened at 10:40 a.m.

{{Vice-Chair Kramer moved to approve the purchase of the real property known to us as Tax Account 1914 currently vested in Taner Elliot for the purchase price of \$1,500.000. I also move to authorize Tyler Stone, Administrative Officer, to complete the transaction, including signing any and all required documentation upon legal review. Commissioner Hege seconded the motion.}}

DISCUSSION: Commissioner Hege stated for the record that the property being purchased is 154.73 acres

The motion passed unanimously.}}

Mr. Stone reported that the Miller Road Fire personnel are demobilizing; it should be cleaned up and wrapped up soon.

Chair Schwartz adjourned the meeting at 10:42 a.m.

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| Summary of Actions |
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MOTIONS

- **To approve the purchase of the real property known to us as Tax Account 1914 currently vested in Taner Elliot for the purchase price of \$1,500.000. I also move to authorize Tyler Stone, Administrative Officer, to complete the transaction, including signing any and all required documentation upon legal review**

CONSENSUS

- **To sign the comment letter drafted by Commissioner Hege regarding the Columbia River Gorge Commission's draft Climate Change Action Plan.**

Wasco County
Board of Commissioners

Kathleen B. Schwartz, Commission Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner



AGENDA ITEM

Veterans Services Advisory Committee Updates

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



AGENDA ITEM

Surplus Planning Equipment

[ORDER 22-034 SURPLUSSING AUDIO EQUIPMENT](#)

[MOTION LANGUAGE](#)



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE DISPOSAL OF SURPLUS AUDIO EQUIPMENT

ORDER #22-034

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

IT APPEARING TO THE BOARD: That the County has no purposeful use for the equipment listed below and purchased in response to the pandemic.

NOW, THEREFORE, IT IS HEREBY ORDERED: That the below listed equipment will be considered surplus and disposed of by Wasco County staff in accordance with state laws governing the disposition of property:

| Item | 2020 Purchase Price |
|--|---------------------|
| Furman M-8x2 Merit Series 8-Outlet Power Conditioner and Surge Protector | \$77.00 |
| Gator Cases GR4L Standard Rack Case | \$209.99 |
| Watson 8-Bay Rapid Charger Kit with AA MX NiMH Rechargeable Batteries | \$64.95 |
| Samson LS40 Lightweight Speaker Stand for Samson Expedition Portable PA System | \$39.99 |
| Pearston PM Series ¼" TRS M to XLF F Professional Interconnect Cable 15' | \$9.95 |
| Samson Expedition XP106w Portable PA System with Wireless Handheld Mic | \$299.00 |
| Mackie 1202VLZ4 12-Channel Compact Mixer | \$299.99 |
| Kopul Premium Performance 3000 Series ¼" Male to ¼" Male Instrument connection cable | \$25.50 |
| VocoPro Digital-Plan-12 12-Channel UHF Digital System with Headset & Lavalier | \$857.67 |
| Total | \$1884.04 |

DATED this 2nd day of June, 2021

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Kathleen B. Schwartz, Commission Chair

Steven D. Kramer, Vice Chair

Scott C. Hege, County Commissioner



MOTION

SUBJECT: Surplus Order

I move to approve Order 22-034 surplussing unneeded audio equipment.



AGENDA ITEM

Department of Land Conservation and Development Grant

[STAFF MEMO](#)



MEMORANDUM

SUBJECT: Rural Transportation Equity Grant

TO: BOARD OF COUNTY COMMISSIONERS, TYLER STONE, KRISTEN CAMPBELL

FROM: KELLY HOWSLEY-GLOVER, PLANNING DIRECTOR

DATE: 8/8/2022

Recent work on the Transit Development Plan (TDP) by MCEDD requires adoption into our Transportation Systems Plan (TSP). In keeping with our work to involve citizens in our plans by providing opportunities for feedback and participation, we are aiming to connect with residents to strategically incorporate the TDP into the TSP. As a result of that goal, I was connected with a new program at the Department of Land Conservation and Development (DLCD) and worked with the program manager to develop a program consistent with the new Rural Transportation Equity Grant.

The proposal includes an \$85,000 award for work conducted between September 2022 and June 2023. This includes targeted outreach to key populations including migrant workers, seasonal workers, and South County residents to connect them with LINK and other transit options. We anticipate being awarded this grant in the next few weeks and will then be coordinating a Technical Advisory Group to support the work over the next ten months.



AGENDA ITEM

Information Services Funding Request

[STAFF MEMO REGARDING UNINTERRUPTED POWER SUPPLY](#)

[MOTION LANGUAGE](#)



INFORMATION SERVICES

511 Washington St., Ste. 101 • The Dalles, OR 97058
p: [541] 506-2550 • f: [541] 506-2551 • www.co.wasco.or.us

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Date: August 11 2022

Subject: Uninterrupted Power Systems

From: Andrew Burke, Information Services Director

To: Wasco County Board of Commissioners

Background

Wasco County operates core servers and network systems on a clean and uninterrupted power source called an uninterrupted power supply or UPS. This system operates from batteries that ensure stable power is provided to our electronic systems and allows for a seamless switching of utility power to generator power in the event of emergencies.

At the end of June, our existing UPS in the Wasco County Courthouse experienced a failure that has damaged its ability to provide power to our critical electronic infrastructure, it is currently operational, but only partially so. IS and Facilities immediately engaged Hire Electric to evaluate and provide recommendations. The information provided by Hire Electric regarding the damage of the UPS has resulted in a state of emergency for replacing the UPS and its supporting power systems to ensure the county remains responsive and capable in the event a power outage occurs. Outages can cause damage to existing systems, including data, and prevent our ability to remain operational if the UPS completely fails.

Mitigation Plan

There are multiple parts to this plan that need to be approved to ensure we can quickly purchase the necessary components to the UPS system as shipping delays can cause months of backorder. The high-level overview of this plan is as follows:

1. Purchase primary UPS cabinet and battery components
2. Purchase a Transformer unit that can provide clean and stable power to match new UPS
3. Purchase and install an industry standard bypass switch (none is currently installed)
4. Purchase labor to install and cutover from old UPS to new UPS
5. Rent backup power cart that can provide power during cutover to new UPS system
6. Purchase smaller stopgap server UPS's to keep systems safe in the interim

We do not currently have quotes on the equipment that need to be replaced; we're working with Hire Electric now to quote those costs and provide a plan for installing the new UPS system. The ballpark figure



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for replacing the UPS with a new one is ~\$50,000. Hire electric is the company we used to purchase and install the new UPS system in Annex C for 911 operations earlier this year, which went very well.

I'm here today to request an emergency authorization to sign and move forward with the potential quotes that Hire electric will provide to avoid long supply and shipping delays. Hire electric has found an appropriate UPS in stock that can be purchased; however, they have not yet located a suitable transformer. Once Hire Electric provides the quote, I will need to be able to sign in to ensure we can get a UPS that is currently in stock and not be backordered for months.

Part 6 of the plan is an immediate mitigation that includes purchasing smaller UPS systems that can power servers individually and protect our data while we wait on the bigger UPS at cutover. This also helps protect the systems at cutover from data loss and hardware failures. These smaller UPS's are actually part of the Network Upgrade Infrastructure project that is using ARPA funds and were already in the pipeline for purchase. We're just moving our purchase timeline on these up. Once the cutover has been completed, we will be able to re-allocate the UPSs to the systems they were originally intended at the various Wasco County data centers and network . All of these smaller UPSs are in stock and the following are the quoted costs for 3 different manufactures.

| Vendor | Manufacturer | Total |
|--------|--------------|-------------|
| CMSC | TrippLite | \$15,174.35 |
| CDWG | TrippLite | \$16,105.97 |
| CDWG | APC std | \$23,044.26 |
| CDWG | N1 Critical | \$31,404.87 |

Request

I am requesting emergency authorization to spend up to \$50,000 to replace and upgrade our failing datacenter UPS in the Wasco County Courthouse using capital funds AND \$15,174 on the smaller TrippLite UPSs from CMSC using the ARPA funds allocated for the Network Infrastructure Upgrade to be installed as a stopgap until the new UPS can be installed.



MOTION

SUBJECT: Information Services Funding Request

I move to approve the emergency expenditure of up to \$50,000 of capital funds to replace and upgrade Wasco County's failing datacenter uninterrupted power supply (UPS) in the courthouse and \$15,174 of American Rescue Plan Act funds to purchase and install a smaller UPS as a stopgap measure until the permanent UPS can be installed. I further move to authorize the Administrative Officer to execute any documents, pending legal review, needed to complete the purchase and installation of the UPS. I further move to exempt these purchases from the competitive procurement process under Section 20 of the Wasco County Contracting Rules which allows an exemption in an emergency.



AGENDA ITEM

Executive Session – Notice to Purchase Real Estate

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

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



Veterans Services Advisory Committee

August 17, 2022

Training

- Patrick and Russell attended the National Association of County Veterans Service Officers annual training in San Antonio, Texas.
- Patrick is currently at the Military Order of the Purple Heart conference
- ODVA Annual Conference is scheduled for October 17-21

VSO Activities: FY2022

- New claims filed:
 - Forms Filed: 747
 - 21-526ez: 112 Veteran Disability
 - 21-527: 6 Veteran NSC Pension
 - 21-534ez: 14 Survivor's Pension
 - 10-10ez/r: 19 VA Healthcare
 - 10-10D: 3 CHAMPVA

VSO Activities: FY 2022

- Appeals
 - 27 appeals filed
 - 5 BVA hearing held

Awards: FY 2022

- New payments
 - \$ 844,981.56 in retroactive awards
 - \$ 100,414.09 in new monthly benefits

Projects

- Outreach:
 - CGCC
 - Care home/Senior Center outreach has restarted
 - Veterans Coffee!

Challenges

- Status of Klickitat County Veterans Service Officer

GDX Reports

(Geographic Distribution)

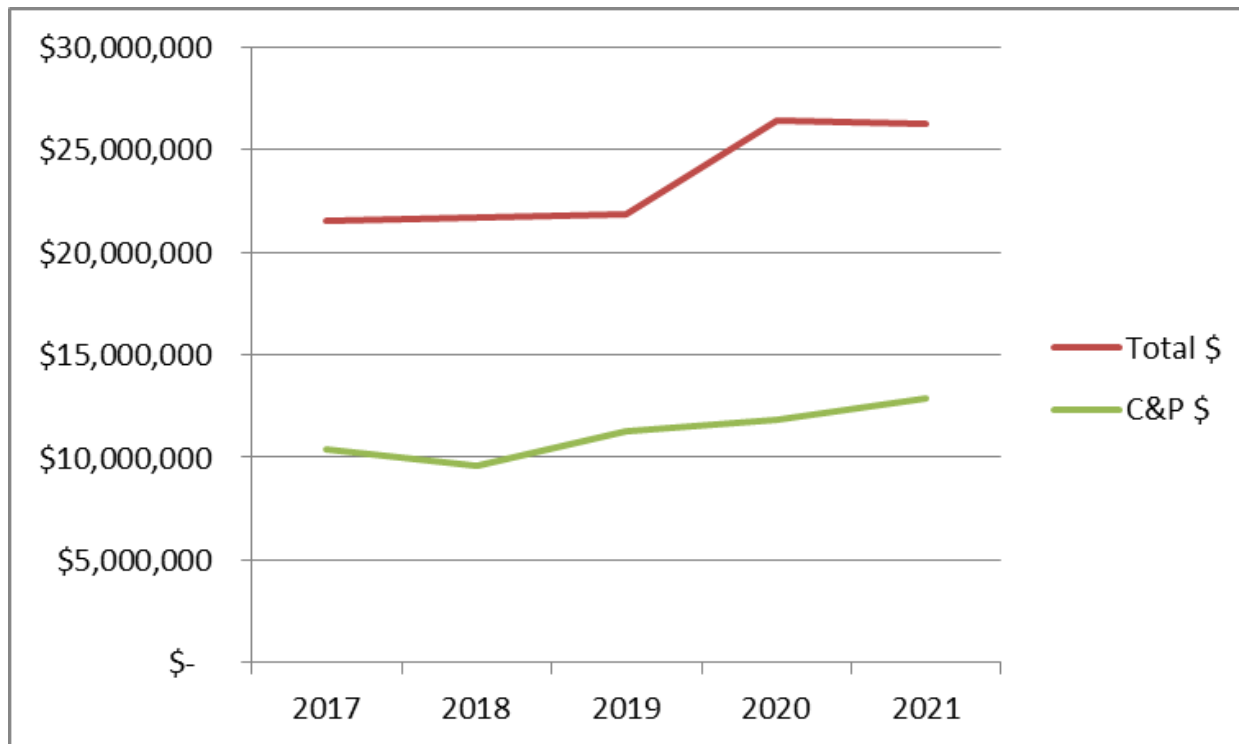
VA Released the annual GDX report (July 7)

FY 2021 Wasco County

- 2,260 veterans (-62 from 2020)
- \$26,271,000 VA \$ to Wasco County Vets (+\$115,000)
- \$12,880,000 C&P payments (+\$1,050,000)
- 903 patients received \$12,865,000 in medical care (-3 patients, -\$1,024,000)

GDX Trends

C&P payments are continuing to increase each year



Veteran Population

Veteran population is expected to continue decreasing for at least the next 10 years

