



AGENDA: REGULAR SESSION

WEDNESDAY, MARCH 1, 2023

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 Meeting ID: 3957734524#

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

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

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

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

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

9:00 a.m.	CALL TO ORDER/PLEDGE OF ALLEGIANCE Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. Corrections or Additions to the Agenda <u>Consent Agenda:</u> 2.15.2023 Regular Session Minutes (Items of a routine nature: minutes, documents, items previously discussed.) Public Comment at the discretion of the Chair (3 minute limit unless extended by Chair)
9:00 a.m.	County Clerk: SOS Grant Agreement & Elections Equipment Purchase Agreement – Lisa Gambee
9:15 a.m.	Red Cross Month Proclamation – Kylie Clarke
9:20 a.m.	Mt. Hood Economic Alliance – Jessica Metta
	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
MARCH 1, 2023

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

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

Chair Kramer opened the session at 9:00 a.m. with the Pledge of Allegiance.
Changes to the agenda:

- Dispute Resolution Grant process
- Letters of Support for:
 - Columbia Gorge Community College (2) (attached)
 - City of Mosier (attached)
 - Wasco County Soil and Water Conservation District (attached)
 - Port of The Dalles (attached)

Consent Agenda – 2.15.2022 Minutes

Ms. Clark noted revisions to the 2.15.2023 Minutes on pages 5 and 19 which clarified statements made by participants.

{{{Commissioner Brady moved to approve the consent agenda with revisions to the 1st paragraphs on pages 5 and 19. Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item – County Clerk

SECRETARY OF STATE ELECTIONS GRANT AMENDMENT

County Clerk Lisa Gambie reviewed the memo included in the Board Packet. She explained that the Secretary of State had additional funds to disperse; the amendment formalizes that; we will receive an additional \$5,000 for security modernization and election infrastructure.

{{{Commissioner Brady moved to approve Agreement PO-16500-006599

Amendment #1 increasing funding to the Wasco County Clerk's Office by \$5,000. Chair Kramer seconded the motion which passed unanimously.}}

CALDWELL EQUIPMENT PURCHASE

County Clerk Lisa Gambée reviewed the memo included in the Board Packet. She explained that they currently use a hand scanner to scan ballots as they are received. The scanner will allow them to process multiple ballots at once rather than individually as they do now. The time savings is significant – a 5 day process will be reduced to 90 minutes. The system will reduce the number of times staff handles ballots prior to the count. While there are 3 companies in the country that sell this equipment, this was the only company with the equipment appropriate to meet our space and capacity needs; therefore, she is requesting a sole-source exemption from our contracting rules.

Commissioner Brady asked how the scanner will help with newly issued ballots. Ms. Gambée said that if a voter requests a new ballot or a new ballot is issued due to a voter relocating, that ballot has a unique bar code. When that voter returns their ballot, the system will recognize whether they returned the new ballot or the old ballot which flags it for staff to review. This system will be compatible with the new Oregon Votes system being implemented in Oregon.

{{{Commissioner Brady moved to approve the Caldwell Sales Consulting Personal Services Contract for the purchase and software support of a Ballot Scanner and Signature Validation Solution. He further moved to exempt this contract from Wasco County Contracting Rules as a sole source provider. Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Red Cross Month Proclamation

Ms. Clark said that the County has passed this proclamation in previous years. It coincides with National Red Cross Month to raise awareness of the organization and its humanitarian mission.

Chair Kramer commented that the Red Cross is a great partner for our county.

{{{Chair Kramer moved to proclaim March, 2023 as Red Cross Month and encourage all citizens of Wasco County to support its humanitarian mission. Commissioner Brady seconded the motion which passed unanimously.}}}

Agenda Item – Mt. Hood Economic Alliance IGA

Mid-Columbia Economic Development District Executive Director Jessica Metta said that the Alliance is a small business lending board created in the 1980's with a \$90,000 budget for distribution. The Alliance contracts with MCEDD to administer the program. They received a request from Clackamas County to change how their Board members are appointed from County appointment to Alliance Board appointment; Hood River and Wasco Counties will continue to appoint their representatives to that board. This was also an opportunity to update the IGA in general.

Commissioner Brady noted that the Alliance focuses on rural Oregon business and asked for the parameters around that designation. Ms. Metta explained that it funds business ventures; there are other funding sources for agriculture. While it might, under certain circumstances, support the purchase of a piece of agricultural equipment, that would be unusual. She noted that even the City of The Dalles, is considered rural rather than urban.

{{{Commissioner Brady moved to approve the IGA between Clackamas, Hood River and Wasco Counties to continue the Mt. Hood Economic Alliance as an ORS 190 entity. Chair Kramer seconded the motion which passed unanimously.}}}

Chair Kramer expressed his gratitude for all the work MCEDD does in our community.

Discussion Item – Dispute Resolution Grant Process

Ms. Clark explained that every two years a grant process is opened to provide funding for community dispute resolution. The state-funded grant program is managed through the Law School of the University of Oregon. Historically, Wasco County has managed the grant application process for our 5-county region which includes Wasco, Sherman, Gilliam, Hood River and Wheeler counties. A process for which Wasco County bears the majority of administrative time and cost.

We have had only one applicant each biennium as we are aware of only one qualified entity to serve our region in this capacity – 6 Rivers Mediation. We have the option to opt out of the process in which case, the University would manage the process on our behalf. The change would be that we would not be making a recommendation to the University as to the entity to be funded. Since it is highly

unlikely that we would have more than one applicant; Ms. Clark recommended opting out of the process.

Ms. Clark went on to say that the University has advised that the possibility of UO/OOCDR selecting a different entity than Six Rivers is on the spectrum of possibilities, although at this time, there is no reason to think this would happen. They have not heard from any other entity that is anticipating applying in our area, although it could happen. Six Rivers is in excellent standing with OOCDR and is even piloting a Resolution Apprenticeship program that OOCDR sponsored this year. Andrea Pacheco is such a sound leader, even if a new entity applied, Six Rivers would likely still be a service provider for the area. In counties where there is more than one eligible applicant, they work with the entities to explore their areas of focus and how they can collaborate to provide excellent service to the given area. If a new entity emerged, then they would work with Six Rivers and the new entity on a collaboration agreement. The collaboration agreement then becomes part of both of their contractual requirements with OOCDR.

*****The Board was in consensus to opt out of the Community Dispute Resolution RFP process and allow the University of Oregon Law School manage the process on our behalf.*****

Discussion Item – Letters of Support

Commissioner Brady said that he finds all the request support worthwhile projects. He added that he understands the urgency of the request as the deadline for submission is this Friday. He said that he supports all the requests for letters of support.

Chair Kramer agreed, saying he would like to get Vice-Chair Hege's consensus as well.

Ms. Clark said that Vice-Chair Hege has expressed his support for all except the 2 letters that just came in this morning. She said she will contact him regarding those before sending them out.

*****The Board was in consensus to send letters of support for funding requests for Columbia Gorge Community College, Port of The Dalles, Wasco County Soil & Water Conservation District and the City of Mosier.*****

Public Comment

Colleen Ballinger of The Dalles expressed her support of MCCAC's acquisition of the Oregon Motor Motel. She referenced her volunteer work with the homeless and said that with the plan to have 24/7 staffing and a clean secure space, this is a great move. She said she believes the MCCAC staff is dedicated to running this well and she is very hopeful.

Chair Kramer said that he thinks most of us share those sentiments. With support from the State, good things are happening.

Commissioner Brady agreed, saying that these efforts are improving the situation. He thanked Ms. Ballinger for her work.

Sheila Dooley of The Dalles added her support, saying that the library has been significantly challenged by the homeless situation. The transitional housing will get folks safely off the streets – it is a good step.

Rodger Nichols announced that the Columbia River Gorge Commission has cancelled their March meeting.

Commission Call

Commissioner Brady said he would like to return to the practice of holding town halls throughout the county. He also stated that he would like to take some action regarding the drought situation.

Chair Kramer agreed that both are good steps to take. He said that things are changing rapidly in the legislative session and he continues to work on the homelessness issue.

Chair Kramer adjourned the meeting at 9:33 a.m.

Summary of Actions

MOTIONS

- **To approve the consent agenda with revisions to the 1st paragraphs on pages 5 and 19.**
- **To approve Agreement PO-16500-006599 Amendment #1 increasing funding to the Wasco County Clerk's Office by \$5,000.**
- **To approve the Caldwell Sales Consulting Personal Services Contract for the purchase and software support of a Ballot Scanner**

and Signature Validation Solution and to exempt this contract from Wasco County Contracting Rules as a sole source provider.

- **To approve Orders 23-001, 23-002 and 23-23-003 appointing Scott Hege and Phil Brady to Northern Oregon Corrections Board of Directors and Steve Kramer to the Mid-Columbia Center for Living Board**
- **To proclaim March, 2023 as Red Cross Month and encourage all citizens of Wasco County to support its humanitarian mission.**
- **To approve the IGA between Clackamas, Hood River and Wasco Counties to continue the Mt. Hood Economic Alliance as an ORS 190 entity.**

CONSENSUS

- **To opt out of the Community Dispute Resolution RFP process and allow the University of Oregon Law School manage the process on our behalf.**
- **To send letters of support for funding requests for Columbia Gorge Community College, Port of The Dalles, Wasco County Soil & Water Conservation District and the City of Mosier.**

Wasco County
Board of Commissioners



Steven D. Kramer, Commission Chair



Scott C. Hege, Vice-Chair



Philip L. Brady, County Commissioner



CONSENT AGENDA

[MINUTES: 2.15.2023 REGULAR SESSION MINUTES](#)



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION**

FEBRUARY 15, 2023

This meeting was held in person and 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: Steve Kramer, Chair
Scott Hege, Vice-Chair (virtually)
Phil Brady, County Commissioner

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

Chair Kramer opened the session at 9:00 a.m. with the Pledge of Allegiance. Chair Kramer moved the Fire District Dissolution from the Consent Agenda to the Discussion List.

Discussion Item – Fire District Dissolution

U.S. Forest Service Assistant Fire Suppression Manager Don Tschida reported that the Petersburg Rangeland Fire Protection Association was approved by the Oregon Department of Forestry (ODF) in January; they represent the 28th Association approved in Oregon. They have signed agreements with the ODF for equipment and radio frequencies. A training was provided to them earlier this month with an impressive attendance of 66 participants. The Association will be able to enter into mutual aid agreements with the Bureau of Land Management; the Fire District is unable to enter into such agreements. It is a great opportunity for the area.

Commissioner Brady commented that he appreciates that this change will upgrade the services provided.

Vice-Chair Hege asked if there are any financial benefits to being an Association. Mr. Tschida replied that the District is non-taxing as is the Association. The Association can collect dues, but the biggest benefit is that they can now apply for grants through ODF. They can apply for \$10,000 a year which can be used for equipment, clothing, etc. It provides them more options for funding and the

ability partner for mutual aid.

County Clerk Lisa Gambie explained that the current Fire District needs to be dissolved which has to go to the voters of the District; that will be on the May ballot along with the District positions. The assets of the District will come to the County for determination of distribution.

Discussion Item – Youth Think Billboard Contract

Wasco County Prevention Coordinator Debby Jones explained that Youth Think has 2 billboards in The Dalles – one in English and one in Spanish. She said the 3-year contract coincides with the grant funding that supports the cost; this also allows us to lock in the rates.

Commissioner Brady asked if they have considered expanding to more billboards. Ms. Jones replied that they do not have the funding to support more. There are other billboards available, but not with high visibility.

Vice-Chair Hege declared a conflict as his wife works for Meadow Outdoors.

{{{Commissioner Brady moved to approve the 3-year Meadow Outdoor Advertising Renewal Order and Agreement for the Bulletin Display located on 6th Street in The Dalles, Oregon. Chair Kramer seconded the motion; Chair Kramer and Commissioner Brady voted “aye,” Vice-Chair Hege abstained – motion passed.}}}}

Discussion Item – USFS Law Enforcement Agreement

Sheriff Lane Magill explained this contract is renewed every 5 years and supports the forest patrols.

Chair Kramer said that it is disappointing to not have annual increases built into the contract. Sheriff Magill stated that it has been that way for some time; however, if there is an incident that causes increased costs, the Forest Service will provide additional funding. He said there is a good relationship that has been built between the two agencies.

Vice-Chair Hege asked if this is a reimbursement contract. Sheriff Magill responded affirmatively, saying that the patrols generally begin just before Memorial Day and run through Labor Day. If there are funds remaining at that

time, they can still be used through the end of the annual cycle for incidents within the forest.

Vice-Chair Hege asked if we have someone dedicated to these patrols. Sheriff Magill answered that Reserve Officer Jay Waterbury fills that role.

{{Vice-Chair Hege moved to approve the Cooperative Law Enforcement Agreement Wasco County and the Forest Service for patrols in the Mt. Hood National Forest and the Columbia River Gorge Scenic Area within Wasco County. Commissioner Brady seconded the motion which passed unanimously.}}

Discussion Item – Finance Report

Finance Director Mike Middleton reviewed the memo included in the Board Packet.

Vice-Chair Hege observed that the expectation of another \$1 million by the end of the fiscal year is huge. Mr. Middleton explained that it includes PILT payments, prior year collections, re-evaluations, new properties being taxed, lifting of compression and the abatement that expired which is now on the tax roll.

Vice-Chair Hege said it is important for people to understand that a significant portion of the increase in property tax revenue is the Google property that came off of the abatement program and is now on the tax roll.

Vice-Chair Hege pointed out that last year the Board adopted significant fee increases for Building Codes and wondered why we do not see that reflected in their revenue. Ms. Clark explained that the fees were adopted through an ordinance. Ordinances have a 90-day waiting period before becoming effective which means they were not being charged until January of this year. Vice-Chair Hege said it would be good to have someone from Building Codes come in to update the Board in general.

Vice-Chair Hege asked about the long-term fairground rentals that skewed the revenue numbers. Mr. Middleton responded that we had construction workers using the fairgrounds for many months.

Vice-Chair Hege said he is still curious about the low execution of revenue for that fund. Mr. Stone noted that this season is just getting underway for this year.

Mr. Middleton added that we have anticipated grant funds of \$368,000 of which we have received only a portion.

Commissioner Brady asked about the 86% execution of revenue for the Sheriff's Office. Mr. Middleton answered that they are funded by general revenue allocations plus licenses, fees, etc. They are doing well.

Mr. Stone asked about the Facility Capital Reserve Fund saying that there is a \$277,000 grant allocated to that fund. Mr. Middleton replied that we have not yet received those funds.

Agenda Item – Road Assessment Grant
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Senior Planner Daniel Dougherty reviewed the memo included in the Board Packet. He explained that the money will be used to purchase a 360° camera which will be mounted to a vehicle to acquire a visual record road inventory of the roads of public access. That work will involve Public Works and the Surveyor's Office. The second phase where the data is evaluated will include Planning, Surveyor, Public Works and local fire responders. This work will help fulfill action items in the Natural Hazard Mitigation Plan and the Community Wildfire Protection Plan.

Public Works Director Arthur Smith commented that is a great get by the Planning Department and will provide the tools to get a good look at our access for fire response and the overall conditions of the roads.

Vice-Chair Hege asked what the outcome of the data-gathering will be. Mr. Dougherty replied that they will have to create objective criteria with which to evaluate the information. They will be looking at where fuel breaks need to be created or enhanced and other standards to improve access.

Vice-Chair Hege asked if these same efforts will be applied to other county roads. Mr. Smith responded that he estimates the mileage of the roads of public access to be 125 miles. Other county roads are part of the daily maintenance plan and are reviewed on an ongoing basis. Some of the roads of public access have never been evaluated. This process will allow us to leverage all the experts to evaluate these roads for safety, general use and fire/emergency access. Once this work is complete, we will have solid data on which to base funding applications to improve these roads. Mr. Dougherty added that this is a great

way to proactively identify issues with roads that would not come to our attention unless someone submitted a permit application.

Commissioner Brady commented that fire mitigation is a worthwhile purpose and asked if there will be an opportunity to improve the roads that are not passable for fire suppression purposes. Mr. Dougherty responded that this will open an array of opportunity for repair as it will support grant applications.

{{Commissioner Brady moved to approve the Hazard Mitigation Grant HMGP-DR-4562-53-F-OR for Wasco County Public Access Road Inventory and Fire Risk Assessment. Vice-Chair Hege seconded the motion which passed unanimously.}}

Agenda Item – GIS Fall ORMAP/Polk County IGA

County Surveyor Brad Cross reviewed the presentation included in the Board Packet. Some discussion ensued regarding the moving of lot lines to the dots representing the corner markers of the lot/parcel. Mr. Cross noted that in some areas the lines are 15 feet off while in others they are as much as 100 feet off. He said they have collected nearly all the points needed and should be able to finish that portion of the project by the end of June. We receive two grants per year to fund this work.

Survey and Engineering Technician Ivan Donahue referred to the area of the map in pink – that is where we had Lane County do the remapping portion of the project. However, in 2018 Lane County discontinued offering the remapping service at which point we began looking for vendors to do the work. We were unable to find anyone; so, we considered bringing the work in-house. He explained that he has had nearly 4 years of training now and will be able to do the remapping. However, our data is in the ESRI Arc system and will need to be converted to ArcPro which is the system everyone in the state is moving to. The current Arc system will no longer be supported in just a few years.

Mr. Donahue went on to say that the grant before the Board today will allow us to convert our data. They are asking to contract with Polk County to have the data converted. Once we have the converted data, he will be able to begin the process of remapping which should be completed in 5-6 years.

Mr. Cross added that the more accurate maps will be rolling into the system over

the next 5-6 years – we hope to get the funding to continue to do the work.

County Assessor and Tax Collector Jill Amery said we still have a contractor doing our map maintenance. Once the remapping is complete, we hope to bring the map maintenance in-house. Mr. Cross pointed out that we may be able to generate revenue by offering our services for map maintenance.

Vice-Chair Hege asked if we continue to use our drone. Mr. Cross responded that we use it for volume surveys; we have used it to map the fairgrounds and will be using it for the Hodges property work.

{{{Commissioner Brady moved to approve the Department of Revenue ORMAP IGA #DOR-243-22. Vice-Chair Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Brady moved to approve the IGA between Polk County and Wasco County for the provision of GIS Services. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda – GIS Fee Waiver Request

GIS Coordinator Tycho Granville reviewed the memo included in the Board Packet. He explained that the GIS program is largely funded by Wasco County but is also supported through agreements with Sherman County (since 2007), City of The Dalles, Mid-Columbia Fire and Rescue (MCFR), and North Wasco PUD (the last three since 1999). Since the partners provide funding, we contact them for input on fee waiver requests; however, the Board of Commissioners has the final say. He said the City of The Dalles supports a full waiver; MCFR supports a partial waiver; PUD responded with a flat denial; and Sherman County supports providing stripped data which would render the information virtually unusable. He explained that the requestor is planning to use the information for his doctoral dissertation. The value of waiver is \$1,508 each for Sherman and Wasco County data sets.

Sam Williamson, requesting the waiver, said he is a student of the University of Maryland's Department of Environment and Agriculture. He wants to analyze how neighbors' program adoption decisions impact neighboring landowners' decisions. He explained that Oregon is unique in offering a network bonus that provides a financial incentive when geographical groups of landowners all sign

up for the program. Wasco and Sherman Counties are two of the most active in the state for conservation enhancement programs. It is important to have the data. While he can already see who is enrolled now, he cannot see who is not enrolled which is necessary to understand their adoption decisions. The data will provide characteristics of the properties such as what kind of crops are cultivated, the soil quality, etc. He said his paper is concentrated on practices in Oregon.

Commissioner Brady asked how often we get these requests. Mr. Granville answered that this is the 8th since 2003 – one was waived, one was discounted and the other five were denied.

Mr. Williamson volunteered that in this analysis, none of the sensitive information will be shared.

Mr. Stone stated that historically, one of the litmus tests is whether or not the requestor is going to profit from the data. He said that if the Board grants the waiver, he would ask for a non-disclosure agreement.

Vice-Chair Hege asked if the eventual outcome will be information that will be helpful to the public. Mr. Williamson replied that in academia there is a lot of research on network bonuses. They have not been used in practice anywhere but Oregon. There is a lot of interest from public policy makers to understand the outcomes of these programs. The literature indicates that the environmental benefits are great if you get more people in an area participating.

Vice-Chair Hege asked if there will be any commercial or financial benefit he will receive from this work. Mr. Williamson said only in that it will support the completion of his PHD.

Vice-Chair Hege asked what it would mean if he had to pay for the information. Mr. Williamson said that he does not have funding through the program. He is a part-time intern with the USDA and gets project funding through that. The cost of the GIS data represents about 10% of his budget.

Chair Kramer asked if this work also includes orchardists. Mr. Williamson replied that the program targets riparian areas; any agricultural operations in a riparian area would be eligible. Commissioner Brady commented that he knows some orchardists that are participating.

Vice-Chair Hege said that based on all we have had previously, this request is reasonable as it is research without a revenue element. He said he is open to a full or partial waiver.

Commissioner Brady agreed that a waiver is justified. He said it is difficult to give weight to the PUD denial as it has no information indicating why they recommend denying the waiver. Mr. Granville explained that the PUD always responds with a flat "No." Commissioner Brady recommended a full waiver. Mr. Stone asked that a confidentiality agreement be part of the motion.

{{Chair Kramer moved to approve a full waiver to Sam Williamson for the provision of GIS data from Wasco & Sherman Counties with the caveat that a fully executed confidentiality agreement be in place prior to the provision of data. Vice-Chair Hege seconded the motion which passed unanimously.}}

**Agenda Item – Mid-Columbia Houseless Collaborative & HB4123
Strategic Plan**

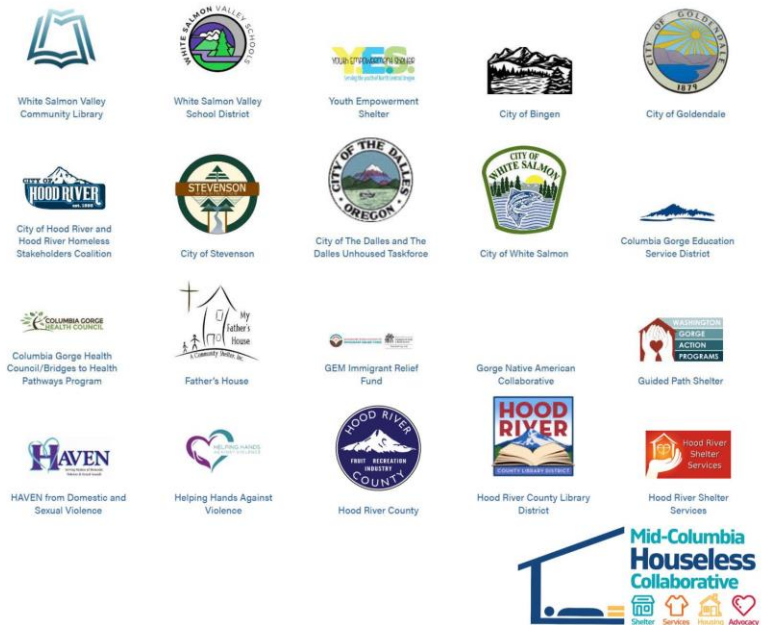
Mid-Columbia Community Action Council Executive Director Kenny LaPoint explained we are one of 8 communities that are part of a pilot program established through House Bill 4123. Since we were already in the process of developing a Strategic Plan with funding from Providence, we asked to join the program and use the money to implement our plan for Wasco, Hood River and Sherman Counties as well as the Cities of The Dalles and Hood River. He said they have included Klickitat and Skamania Counties as collaborators, represented here today by Executive Director Leslie Narramore and Jennifer Pauletto of Washington Gorge Action Programs. We are the first to release our strategic plan which was approved by the advisory committee. He said he, MCCAC Director of the Office of Housing Stabilization Kelli Hovarath, Ms. Narramore and Ms. Pauletto are here today to present an overview of that plan.

Ms. Hovarath, Ms. Narramore and Ms. Pauletto reviewed the presentation:

Destination: Home

Collaborative Planning Participants

Mid-Columbia Community Action Council (MCCAC) and Washington Gorge Action Programs (WAGAP), the lead homeless service providers in the Mid-Columbia region, convened the Collaborative beginning in early 2022.



Background

To date, there have been multiple, localized efforts to collaborate on work to prevent and end houselessness. However, this work has yet to be thoroughly coordinated across the five-county Mid-Columbia region, resulting in fragmentation across communities.

That's why the Mid-Columbia Houseless Collaborative was founded.

- Rising rates of housing insecurity and houselessness in Oregon and Washington
- Housing supply has lagged while demand has grown
- Investors have begun buying up more single-family homes
- Rents have sky-rocketed
- Houselessness has become more complex—chronically houseless population has greater needs
- Disproportionate impacts on traditionally underserved communities



Vision

The Mid-Columbia Houseless Collaborative envisions a region with equitable opportunities and support, where everyone who needs stable housing can find and afford it—especially communities who have faced disproportionate barriers to housing—so everyone can achieve the best quality of life possible.



Collaborative Planning Participants

Nearly 40 organizations, plus individuals with lived experience with houselessness, helped build the foundation for the Collaborative and create a strategic plan between January -September, 2022.

Beginning July 1, 2022, HB 4123 (Oregon) funds supported launch of Office of Housing Stabilization to help coordinate this effort.



Values

Compassion and humanity are at the core of our work. As a collaborative, we recognize the hardships that houseless community members experience and the common humanity we all share, regardless of our housing status.

We value **collaboration and partnership**; working together helps us provide greater support to houseless and unstably housed community members.

Advocacy allows us to do more to support the vulnerable populations we serve when we champion strategic investments, projects, and policy changes.

We elevate **diversity, equity, and lived experience**. We cannot do this work without acknowledging the disproportionate barriers the housing crisis has created for communities of color and other traditionally marginalized populations. We cannot effectively advocate for solutions without lifting up the voices of those who are or have been houseless.

We value **tenacity and perseverance**. Houselessness is a complex issue that cannot be solved overnight; we acknowledge that this work requires visionary leadership and resilience.



Mission

Through collaboration and advocacy, we work to reduce houselessness in the Gorge by expanding housing capacity and ensuring supportive services are provided in culturally affirming ways that uphold human dignity.



Equity Statement

Owning our History

The Mid-Columbia Houseless Collaborative is aware that housing inequities are rooted in our country's history. When colonizers displaced the first people of these lands, a base of racial and other inequities was built for future generations who call this place home. Our Collaborative recognizes not every person is born with the same opportunities to succeed, and because we care about people and our human rights, we must adjust our work to help solve these disparities. Further, we know each of us holds onto beliefs about people that are biased, flawed, and need to be challenged in a healthy and just way.

Committing to Equity

We know our differences in race, ethnicity, national origin, ancestry, language, skin color, disability, family or marital status, gender identity, sexual orientation, language, physical or mental ability, traumas, politics, religion, socio-economic status, veteran status, and other identities make each of us unique and valuable members of our community. We believe basic human rights include equitable access to safe and easy to afford housing, and other tools that help people get into and stay in housing: health care, education, living wage jobs, social services, and more. We also believe inclusion is key to helping all people in our community to feel valued and have a sense they belong. As a Collaborative, we commit to equity by working with partners in our region to engage fully in efforts to end poverty and houselessness. To achieve equity in our housing work, we will:

- Find and address root cause(s) of inequity, in our work and our own lives
- Improve housing systems where personal identities predict inequitable outcomes
- Use data to drive decisions and focus resources so equity is not just a concept, but a practice
- Include the voices of people who are or have been houseless, with a focus on communities of Black, Indigenous, and other People of Color (BIPOC)



Strategic Plan

Four key goal areas:

- Shelter
- Services
- Housing
- Advocacy



Goal Area 1: Shelter

When someone becomes houseless, having a safe place to go matters. So do services that help people get back into housing quickly. We must make sure shelters in our area have the funding they need to keep their doors open. We can also set shelter guests up for more success if we help cover the costs for them to find housing again. Most importantly, we should give them other tools they need to stay housed.

Strategic Priorities:

- ☐ Build better systems to coordinate shelter placements and services that help end houselessness
- ☐ Make sure our region has enough funding to provide shelter, treat shelter staff well, and help shelter guests find housing quickly



Goal Area 3: Housing

For too many people in our region, especially people of color and other underserved communities, paying for housing has become very tough. Housing supply does not match demand, investors are buying more homes, and prices are high. Rent is going up. The idea of becoming houseless is getting more familiar for our friends, families, and neighbors. We cannot address houselessness if we do not protect and expand accessible housing that people can afford.

Strategic Priorities:

- ☐ Make it easier to build housing that low-income households can afford—and construct at least 262 affordable, accessible housing units in the five-county Mid-Columbia region by 2027
- ☐ Preserve the region's existing supply of affordable housing
- ☐ Help people of color and other underserved populations access housing
- ☐ Help leaders and the public understand the need for more affordable, accessible housing



Goal Area 2: Services

Tools that enhance people's overall way of life make them more likely to find housing, and to avoid being houseless again. Those resources could relate to housing-like help paying rent. Or they could address other needs-like job training, affordable childcare, a reliable way to travel to work, mental health services, or paperwork in a language someone knows. To help houseless people get and stay housed, we should expand services in our area. Service providers can also be the most helpful if we respect people's cultures and their experience being houseless.

Strategic Priorities:

- ☐ Improve access to resources houseless people need by asking them what would be helpful, and by valuing their culture
- ☐ Add more services in our area that help people who need behavioral health care, support after leaving jail or prison, housing that makes it easier to recover after a health event, and resource navigation
- ☐ Make it simpler for service providers to coordinate care



Goal Area 4: Advocacy

We need support at all levels to do this work. Growing houselessness is not an individual problem. It affects us all. It also costs our economy resources that we could save by working together. We need to address this issue with the help of the public, non-profits, small businesses, community leaders, governments, tribes, landlords, programs that do culturally responsive work, private donors, and people with first-hand experience being houseless.

Strategic Priorities:

- ☐ Explain the need for our work to build community support
- ☐ Use data to challenge myths about houselessness and teach people about the impact our region's housing shortage has on all of us
- ☐ Advocate for funding and policies that help us make real progress on these issues



Other Key
Projects that
will Promote
Housing
Stabilization
in our Region

Navigation Center

Timeline: Groundbreaking in Mar. 2023, open late 2023

Groundbreaking and Project Name Announcement

When: March 24th, 2023; 11am-12noon

Where: 2505 W. 7th St., The Dalles, OR

MCCAC's SERVICE PARTNERS:

Oregon Human Development Corporation

Columbia Gorge Health Council/Bridges to Health
Pathways Program

Oregon Department of Human Services

Nch'i Wana Housing

Mid-Columbia Center for Living

One Community Health

For more info visit: www.mccac.com/navigation-center



Implementation

We will continue to convene regularly to execute detailed work plans in each of our strategic goal areas, evaluate our progress, and make updates to the plan as new challenges and opportunities arise.

- ☐ Support workgroups to act on specific goal areas and strategic priorities
- ☐ Fully staff the Mid-Columbia Office of Housing Stabilization and develop/execute workplans
- ☐ Coordinate work with relevant partner organizations/governments
- ☐ Provide Collaborative members, including lived experience workgroup and House Bill 4123 Advisory Board members, with quarterly reports linked to the goals outlined in strategic plan
- ☐ Conduct annual listening sessions to get feedback about headway made on the Collaborative's strategic plan and equity commitments





Other Key
Projects that
will Promote
Housing
Stabilization
in our Region

**Project Turnkey 2.0 Site:
"The Annex"**

Timeline: Conversion beginning Feb. 2023, open
mid-2023

Oregon Motor Motel site acquired Feb. 1st by
MCCAC using Project Turnkey 2.0 funds from Oregon
Legislature and Oregon Community Foundation

Will serve as Navigation Center "Annex" once
rehabilitation/conversion work is complete

Focus: transitional housing/shelter units
(approx. 100 beds) + on-site, coordinated housing
stabilization services

For more info visit: [www.mccac.com/project-
turnkey](http://www.mccac.com/project-turnkey)



Other Key
Projects that
will Promote
Housing
Stabilization
in our Region

Other Key
Projects that
will Promote
Housing
Stabilization
in our Region

Project Turnkey 2.0 Site: "The Annex"

Funding for operations and client assistance

- MCCAC's existing shelter operations and hotel voucher funding
 - Approximately \$535K annually
- Oregon Human Development Corporation (OHDC, culturally specific)
 - Approximately \$100K annually
- Mid-Columbia Center for Living (MCCFL, Behavioral Health)
 - Approximately \$200K annually
- Department of Housing and Urban Development (HUD)
 - \$969,600.00 award received on 2/2/2023 for next 3 years
- Columbia Gorge Health Council
 - \$155,000 for first year of operations
- In progress: PacificSource Foundation and Columbia Gorge COO
 - Letter of interest submitted, invitation received to apply for Foundation grant due next week
- In discussions about billing some Peer Support and Community Health Worker staff time to Medicaid longer-term



Transitional Housing, Shelter & Supportive Services

Project Turnkey

Navigation Center Annex

Mid-Columbia Community Action Council

ENTRANCE
FAMILY LODGING
EXTRA CLEAN ROOMS

Project Overview
The Mid-Columbia Community Action Council (MCCAC) Project Turnkey site will provide at least 50 transitional housing and shelter units with coordinated supportive services integrated on site in collaboration with community partners. Units will be suitable for families, people with ADA-accessibility needs, veterans, and clients of culturally specific partner organizations.

Through the conversion of an old motel, beginning in 2023 this project will serve as an annex of MCCAC's Navigation Center, and will provide access to safe, accessible housing for houseless clients from Hood River, Wasco, and Sherman counties.

Services
Clients will be able to access an array of supportive services including culturally responsive case management, Oregon Health Plan enrollment, food stamps enrollment, healthcare, behavioral healthcare, respite medical care, jail diversion programming, employment resources, and rapid rehousing resources. Staffing will be provided 24/7 with property managers living on site.

Funding
We are grateful to Oregon Community Foundation and the Oregon State Legislature for providing the funds to purchase and convert an old motel into transitional housing and shelter in Wasco County. Additionally, we are grateful for the financial commitments of core service partners, foundations, and private donors. We welcome inquiries from foundations and individual donors about how to support the project.

Core Project Partners
Bridges To Health
The Next Door
MCCAC
PROVIDENCE
OREGON HUMAN DEVELOPMENT CORPORATION
OREGON COMMUNITY FOUNDATION
OREGON STATE LEGISLATURE
Learn More

A poster for the Project Turnkey Navigation Center Annex. The poster features a photograph of the entrance to the facility, which is a converted motel. The entrance has a large sign that reads "ENTRANCE" and "FAMILY LODGING EXTRA CLEAN ROOMS". The poster includes text about the project overview, services, and funding. It also lists core project partners and provides a QR code to learn more.

Other Key
Projects that
will Promote
Housing
Stabilization
in our Region

**Project Turnkey 2.0 Site: "The
Annex"**

Renovations

- Approximately \$1.2 million in renovation being completed with local contractors being hired whenever possible. Motel renovations funded by the Oregon Community Foundation.
 - Roof
 - Siding
 - Exterior Painting
 - Heat and AC in 39 rooms
 - Bathroom fans and ventilation
 - Six new commercial water heaters
 - Manager's Office #1 complete remodel
 - Parking lot
 - Add two ADA rooms
 - Resurface upper decking and walkways
 - New upper floor railing and posts



Ms. Hovarath stated that they are committed to working with local leaders and state legislators for policy and funding. They do not want the plan to collect dust so are focused on implementation. They are working with groups to tackle projects and hiring staff to drive the work and accomplish goals. We need housing that does not go above 30% of wages which can have a significant impact on seniors, working families and the disabled.

Mr. LaPoint noted that there has been some concern around the sustainability of funding. He said that they have hired a Resource Development Coordinator to help find funding. He said they are proud to say that they have brought in over \$1 million outside of the Turnkey Program which represents \$4 million of revenue. He announced that groundbreaking for the Navigation Center will take place on March 24th at 11 a.m. at 2505 West 7th Street in The Dalles.

Mr. LaPoint went on to say that they just closed on the Oregon Motor Motel which will be used for transitional housing. This is part of Project Turnkey which is designed to give communities the ability to acquire hotels/motels. Funding is needed to rehabilitate the property; they did not want to close without that funding which has been secured. He said the Oregon Motor Motel was already being used for temporary housing; MCCAC will now oversee the operation and provide services. The pool will be torn out and the facility will provide 50 family transitional shelter beds with 24/7 onsite management. Rehabilitation work

began yesterday.

Commissioner Brady asked if any people will be staying there during site rehabilitation. Mr. LaPoint replied that there will not be anyone staying there until the major issues have been addressed. He said that pallet shelters will move to the Navigation Center site and will provide emergency shelter which is a gap in our community. There will be rules and behavioral expectations.

Chair Kramer asked about participation by Columbia Gorge Community College. Mr. LaPoint replied that once the pallet shelters have been moved, the College's construction trades program will build stick-built tiny houses which will be located at the site currently occupied by the pallet shelters.

Chair Kramer commented that he is happy to hear that the Strategic Plan is a working document. He went on to say that the Emergency Declaration included in the packet has been requested by the Governor in order for us to participate in the State of Oregon Declaration of a Homeless State of Emergency through the State of Oregon's Executive Order 23-02 which will provide resources to keep more Oregonians from falling into homelessness, thus requiring immediate action in order to create replacement and additional housing and shelter, and in order to support the necessary infrastructure, operational resources and laws required to protect and provide that shelter and housing.

Vice-Chair Hege asked how the resolution will be conveyed to the State. Wasco County Emergency Manager Sheridan McClellan replied that as soon as he receives the signed declaration, he will send it to the State. Chair Kramer noted that there are also some participation criteria we must meet; Mr. LaPoint has provided that information.

Commissioner Brady commented that it would have been helpful to have a Regional Solutions person in place. Chair Kramer said we have lobbied for that position to be filled by the same person who served under the last Governor.

{{Vice-Chair Hege moved to approve Resolution 23-002 declaring and emergency as a result of houselessness. Commissioner Brady seconded the motion which passed unanimously.}}

Consent Agenda – 12.21.2022 Minutes/Billboard Contract/Appointments

Chair Kramer removed the Billboard Contract from the Consent Agenda as Vice-

Chair Hege declared a conflict due to the fact that his wife is employed by Meadow Outdoors.

{{{Vice-Chair Hege moved to approve the consent agenda without the Billboard Renewal Contract. Chair Kramer seconded the motion which passed unanimously.}}}

{{{Chair Kramer moved to approve the Youth Think Billboard Contract Renewal for the Union Street Billboard. Commissioner Brady seconded the motion. Chair Kramer and Commissioner Brady voted "aye;" Vice-Chair Hege abstained. Motion passed.}}}

Commission Call

Vice-Chair Hege said he is going to D.C. in March with the Community Outreach Team. He announced that he will not be able to attend the March 1st meeting in person as he is the coach for The Dalles Ski Team and will be at the State Championships. He said he will try to join remotely.

Commissioner Brady reviewed a slide presentation (attached) saying that a grant has been secured for 85% of the funding to address the leaking Mosier deep wells. He noted that he has now met with all the local Mayors. On April 3rd, there will be a town hall on homelessness to be held at the Discovery Center. He attended the Lincoln PowWow. He said he is learning a lot.

Chair Kramer said AOC is busy with the legislative session. A Special Ops group has convened around access to broadband – legislation needs to change in order to access federal funding. He said this is the first time in his tenure that he has seen Special Ops activated.

Chair Kramer adjourned the meeting at 11:22 a.m.

Summary of Actions

MOTIONS

- **To approve the 3-year Meadow Outdoor Advertising Renewal Order and Agreement for Bulletin Display located on 6th Street in The Dalles, Oregon.**
- **To approve the Cooperative Law Enforcement Agreement Wasco County and the Forest Service for patrols in the Mt. Hood National Forest and the Columbia River Gorge Scenic Area within Wasco**

County.

- **To approve the Hazard Mitigation Grant HMGP-DR-4562-53-F-OR for Wasco County Public Access Road Inventory and Fire Risk Assessment.**
- **To approve Orders 23-001, 23-002 and 23-23-003 appointing Scott Hege and Phil Brady to Northern Oregon Corrections Board of Directors and Steve Kramer to the Mid-Columbia Center for Living Board**
- **To approve the Department of Revenue ORMAP IGA #DOR-243-22.**
- **To approve the IGA between Polk County and Wasco County for the provision of GIS Services.**
- **To approve a full waiver to Sam Williamson for the provision of GIS data from Wasco & Sherman Counties with the caveat that a fully executed confidentiality agreement be in place prior to the provision of data.**
- **To approve Resolution 23-002 declaring and emergency as a result of houselessness.**
- **To approve the consent agenda without the Billboard Renewal Contract.**
- **To approve the Youth Think Billboard Contract Renewal for the Union Street Billboard.**

Wasco County
Board of Commissioners

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



AGENDA ITEM

County Clerk

[SECRETARY OF STATE GRANT AGREEMENT](#)

[ELECTIONS EQUIPMENT PURCHASE AGREEMENT](#)



CLERK'S ITEM

SOS Grant Agreement

[STAFF MEMO](#)

[SECRETARY OF STATE GRANT AGREEMENT](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: ELECTION MODERNIZATION GRANT - AMENDMENT #1 TO AGREEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LISA GAMBEE, WASCO COUNTY CLERK

DATE: 2/14/2023

BACKGROUND INFORMATION:

In April 2022, Wasco County executed a grant agreement with the Secretary of State's Office for election modernization. The Secretary of State's Office is amending the agreement to provide an additional \$5,000 in funding for election support. The *Amendment #1 to Agreement #PO-16500-00006599* is attached for your approval and signature.

OFFICE OF THE SECRETARY OF STATE

Shemia Fagan
SECRETARY OF STATE

Cheryl Myers
DEPUTY SECRETARY OF STATE



BUSINESS SERVICES DIVISION

Steve Bergmann
DIRECTOR

255 Capitol Street NE, Suite 180
Salem, OR 97310-1342
Information: (503) 986-2239

AMENDMENT #1 TO AGREEMENT #PO-16500-00006599

1. This agreement between the STATE OF OREGON, acting by and through the Office of the Secretary of State (SoS), and Wasco County (Grantee), is an amendment to the agreement between the Agency and the Grantee (Agreement).
2. This is amendment #1 to the above referenced agreement (Amendment). The Agreement is hereby amended as follows:
 - 2.1. Replace the SoS Grant Manager, as follows:

Name: Nikki Fisher
Address: 255 Capitol St NE, Suite 180
Salem, OR 97310
Phone: 503.302.9618
Email: Nikki.FISHER@sos.oregon.gov
 - 2.2. Add Section 4.2.1, as follows:

4.2.1) Additional Disbursements. In addition to the amount specified in Section 4.2 of the Agreement, SoS will disburse \$5,000.00 to Grantee within 30 calendar days of signing this Amendment.
3. Except as expressly amended above, all other terms and conditions of original contract are still in full force and effect. Grantee certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

[This space left blank; signatures follow on the next page]

SIGNATURES

Wasco County

<hr/>	<hr/>	<hr/>
<i>Signature</i>	<i>Name, Title</i>	<i>Date</i>

STATE OF OREGON by and through the Secretary of State

<hr/>	<hr/>	<hr/>
<i>Signature</i>	<i>Name, Title</i>	<i>Date</i>



MOTION

SUBJECT: SOS Grant Agreement Amendment

I move to approve Agreement PO-16500-006599 Amendment #1 increasing funding to the Wasco County Clerk's Office by \$5,000.



CLERK'S ITEM

Elections Equipment Purchase

[STAFF MEMO](#)

[SOLE SOURCE MEMO](#)

[PURCHASE AGREEMENT](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: ELECTION SORTER-SCANNER AGREEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LISA GAMBEE, WASCO COUNTY CLERK

DATE: 2/21/2023

BACKGROUND INFORMATION:

In April 2022, Wasco County executed a grant agreement with the Secretary of State's Office for election modernization – mainly, the purchase of a ballot scanner/sorter for processing incoming ballots. After researching available options, the Clerk's Office is ready to move forward with the purchase of the Kodak i4250 scanner and Logic Works Vote By Mail Scan System. We appreciate the Commissioners' review and signing of this agreement for purchase.

MEMORANDUM

TO: Wasco County Board of Commissioners
FROM: Lisa Gambée
DATE: February 14, 2023
RE: Caldwell Sales Consulting: Public Contracting Rules Analysis

The Clerk's Office received grant funding at the beginning of FY22 from the Oregon Secretary of State Elections Division for Election Modernization. Our main need is for a piece of equipment called a "sorter," which scans the ballot barcode and captures the voter signature. We are ready to move forward with the software, services and equipment provided by Caldwell Sales Consulting ("Caldwell"). Please see attached quote and terms.

The solution provided by Caldwell Sales Consulting allows us to automate the ballot intake process

We propose that the Caldwell contract is eligible for Direct Appointment pursuant to the Wasco County Public Contracting Rules for the following reasons. Section 19 of the Wasco County Public Contracting Rules sets forth as follows:

19. Sole-source Procurements Exemption

(1) As authorized by ORS 279B.075, a contracting agency may award a contract for goods or services without competition when the local contract review board determines in writing that the goods or services, or classes of goods or services, are available from only one source. . .

After extensive research, we have determined that there are no competitors from which to obtain additional quotes. There are only a handful of vendors who manufacture sorter systems. The systems we researched are AgilisDuo by Runbeck, Criterion Elevate and Criterion Summit by Fluence Automation, and Logic Works – a software-as-a-service company that works with Kodak scanners. Of the four options listed above, two counties purchased the Agilis Duo and returned them immediately due to the system not performing as promised. The Fluence Criterion, used by Jackson County, is a large county sorter and not appropriate for smaller counties. The Fluence Summit, which is promoted as a "small sorter" system, has not been manufactured yet and is still larger than our available space. This leaves the Logic Works system with the Kodak scanner (used by Benton and Umatilla Counties), as the sole option to meet our budget and space requirements.

Based on all of the foregoing, Caldwell Sales Consulting is the sole source from which this software, services and equipment is available and qualifies as for a Direct Appointment pursuant to Section 19 of the Wasco County Public Contracting Rules.

**WASCO COUNTY
CALDWELL SALES CONSULTING
PERSONAL SERVICES CONTRACT**

This Contract is by and between Wasco County (“**COUNTY**”) and Caldwell Sales Consulting (“**CONTRACTOR**”).

A. STANDARD OF SERVICES

COUNTY has the need for the specialized knowledge and services which CONTRACTOR warrants and has agreed to provide related to the Ballot Scanner and Signature Validation Solution and as further described in the Scope of Work. COUNTY is relying on CONTRACTOR’S skill and expertise. Contractor warrants the recommendations, guidance and performance of this Contract shall be in accordance with professional standards and the requirements of this Contract.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

Exhibit A: Quote, Scope of Work, Kodak i4250 Scanner specifications and Warranty

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to project completion by no later than March 30, 2023.

2. Scope of Work

CONTRACTOR shall provide all services and deliver all materials as specified in the attached Exhibit A.

3. Compensation

3.1 Payment. **Not to exceed \$32,956.00.**

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

4. CONTRACTOR is an Independent Contractor

CONTRACTOR shall be an independent contractor for all purposes and shall be entitled

to no compensation other than the compensation provided for under this Contract. While COUNTY reserves the right to set the schedule and evaluate the quality of CONTRACTOR's completed work, COUNTY cannot and will not control the means and manner of CONTRACTOR's performance.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. All notices shall be addressed as follows:

COUNTY: Tyler Stone, Administrative Officer
Wasco County
511 Washington Street, Suite 101
The Dalles, OR 97058

CONTRACTOR: Suzanne Caldwell, President
Caldwell Sales Consulting
17266 Avenida de la Herradura
Pacific Palisades, CA 90272

6. Indemnification

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

7. Insurance Requirements

7.1 During the term of this Contract, CONTRACTOR shall maintain, at its own expense, Comprehensive General Liability insurance. The insurance shall afford limits of liability of \$2,000,000 per occurrence. Policies shall provide that COUNTY, its directors, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverage required in this Section and a waiver of subrogation against them shall be obtained.

7.2 CONTRACTOR shall also maintain, at its own expense, Professional Liability Insurance covering any damage caused by error, omission or negligent act related to the CONTRACTOR'S services, with limits not less than \$1,000,000.00.

7.3 All coverages shall be primary over any insurance COUNTY may carry on its own.

- 7.4 CONTRACTOR shall be solely responsible for any loss, damage or destruction to its own property and materials used in conjunction with the work or services under this Contract.

8. Workers' Compensation

- 8.1 CONTRACTOR, its subcontractors if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers. CONTRACTOR shall indemnify COUNTY for any liability incurred by COUNTY as a result of CONTRACTOR's breach of the warranty under this paragraph.

9. Assignment

CONTRACTOR may not assign any of its responsibilities under this Contract without COUNTY's prior written consent, which consent may be withheld in COUNTY's sole discretion.

10. 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 this Contract.

11. Ownership of Work and Documents

All work performed by CONTRACTOR and compensated by COUNTY pursuant to this Contract 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.

12. Termination

This Contract may be terminated for the following conditions:

- 12.1 By written agreement of both parties.
- 12.2 Upon fifteen (15) days written notice by either Party.
- 12.3 Immediately upon breach of this Contract.
- 12.4 Immediately if funding for any aspect of this Contract is modified.

13. Remedies

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

- 13.1 If terminated under paragraph 13.3 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.
- 13.2 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.
- 13.3 If COUNTY breaches this Contract, CONTRACTOR's remedy shall be limited to termination of the Contract and receipt of Contract payments to which CONTRACTOR is entitled.
- 13.4 COUNTY shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 13.5 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 this Contract and deliver to COUNTY all then existing work product.

14. Nondiscrimination

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

15. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between COUNTY and CONTRACTOR that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County for the state of Oregon. The prevailing party shall be entitled to reasonable attorney's fees.

16. Compliance with Laws and Regulations

CONTRACTOR shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Contract or to the delivery of services hereunder.

17. Documents

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

18. Confidentiality

CONTRACTOR shall maintain the confidentiality of any of COUNTY's information that has been marked as confidential.

19. Severability

Any provisions of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision.

20. Integration

This Contract, including the attached exhibits contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior agreements.

WASCO COUNTY, OREGON

Date: _____

STEVE KRAMER
County Commissioner

Date: _____

SCOTT HEGE
County Commissioner

Date: _____

PHIL BRADY
County Commissioner

CALDWELL SALES CONSULTING

Date: _____

Suzanne Caldwell

APPROVED AS TO FORM

Date: _____

KRISTEN A. CAMPBELL
Wasco County Counsel

EXHIBIT A

Ballot Scanner and Signature Validation Solution

(see Quote, Scope of Work and Scanner specifications on the following pages)



QUOTE

DATE: 2/7/23

Wasco County Absentee Voting Solution

ATT: Lisa
Gambee

	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	1	on site NBD Warranty on the Kodak 4250 scanner for 2 years		
		This warranty includes one Preventative Maintenance per year	\$ 3051.00	
	1	kodak 4250 scanner with imprinter accessory	\$13,455.00	
	1	On site installation and set up of the scanner	\$ 825.00	
	1	Logic Works Software installation, configuration and training with		
		two years of software support and maintenance	\$15525.00	
				\$32,856.00
SHIPPING & HANDLING				\$ 100.00
TAX				
THANK YOU FOR CONSIDERING CALDWELL SALES CONSULTING FOR YOUR NEEDS				\$32,956.00

This Quote is valid for 30 days. Terms are net 10 days.

SCOPE OF WORK FOR WASCO COUNTY OREGON

One Kodak i4250 high speed scanner (110 ppm), with imprinter. **Kodak Scanner Service Warranty:** the scanner service warranty is performed by Kodak and it is an on-site next business day warranty which also includes one scheduled preventative maintenance per year. The phone number is open 12 hours a day 5am-5pm PST Monday thru Friday. The on-site visits are done between 8am-5pm PST Monday thru Friday. See attached terms and conditions.

Installation, configuration, set up of the Logic Works Vote By Mail Scan System v 2.4.1 software as well as remote user training on the software and in person training on the scanner. The software is a perpetual license, and includes software maintenance for two years.

The solution includes the following:

- Automatically imprint the envelope with time, date, sequence, and batch number. Drop box may be included as well.
- Scan the voter barcode, capture the image of the envelope, and can look for special areas such as witness signature or other checkboxes.
- Show ballots as received in the Voter Registration Database (VRDB) providing the voter credit for voting in that election through importing into the voter database.
- Extract voter signature from the envelope to compare side-by-side with signature on file in the VRDB.
- Compatible with County network and overall technology infrastructure.
- Coordinate with Clerk's Office and County Information Technology on system setup and deployment of County data network.
- Implement system using security best practices, provide security updates as necessary at no cost
- Maintain and secure a full audit trail of ballot processing by generating log files.
- Generate a pull list with batch number and sequence number to make pulling ballots very quick and efficient to identify ballots that were outstacked with exceptions.
- Double feed detection to ensure all envelopes are scanned.
- Automatically produce group log sheet to put in with the group of envelopes when scanning group is complete. This report is customizable by us for our users.
- Ability to identify ballot return method at the beginning of the group (such as mail, drop box, etc.) and have that information available to the VRDB.
- Provide training plan for elections staff. Training will be remote. There will be on-going phone technical support.
- In person installation of the scanner and remote installation of the software.
- This solution includes the use of the high-speed production scanner when not in use for the elections. This scanner is 110 ppm and has a 500-sheet document handler. The unit includes on site next business day warranty support and repair for 24 months. This also includes one scheduled preventative maintenance call per year to insure the scanner is performing at top efficiency.

Following the initial two years, the cost for two years of software maintenance and on-site next business day warranty service on the scanner will be adjusted per CPI, due in one payment to cover the next two years.

Productive, reliable, desktop production capture solutions

The **Kodak** i4000 Series Scanners make life simpler for any business.

	Kodak i4250 Scanner	Kodak i4650 Scanner	Kodak i4850 Scanner
Feature comparison			
Throughput Speeds* (landscape, letter/A4 size, black and white/grayscale/color)	110 ppm	130 ppm	150 ppm
Recommended Daily Volume	up to 65,000 pages per day	up to 100,000 pages per day	up to 150,000 pages per day
Shared features			
Acoustical Noise (operator position sound pressure level)	Standby: <40 dB(A) Scanning: <63 dB(A)		
Power Consumption	Off/Standby/Sleep mode: <0.5 watts; Running: <21 watts; Idle: <14 watts		
Feeder Capacity	Up to 500 sheets (20 lb. / 80 g/m2) paper; handles small documents such as ID cards, embossed hard cards, business cards, and insurance cards		
Connectivity	USB 3. 3.1 Certified		
Dimensions	Height: 34.79 cm (13.7 in.) Width: 48.9 cm (19.2 in.) Depth: 46.73 cm (18.4 in.) - with tray closed Depth: 61.30 cm (24.1 in.) - with tray open		
Electrical Requirements	100-240 V (international), 50/60 Hz		
Environmental Factors	EPEAT Silver ENERGY STAR qualified scanners		
Software Support	Standard Software - WINDOWS bundled software: TWAIN, ISIS, WIA Drivers; Smart Touch, and Kodak Capture Pro Software Limited Edition (via web download) Optional Software: Kodak Capture Pro Software, Kodak Info Input Solution (Windows only), Asset Management Software		

For a complete list of specs

[LEARN MORE](#)

*Throughput speeds may vary depending on your choice of driver, application software, operating system and PC.

Want to learn more?

AlarisWorld.com/go/i4000

Contact us:

AlarisWorld.com/go/contactus

Kodak alaris



Services from
Kodak alaris

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TM/MC/MR: Alaris
11/20

KODAK ALARIS INC. AND KODAK ALARIS OPERATIONS CANADA INC.
Document Imaging Products
Care Kit Maintenance and Software Assurance Terms and Conditions
(United States and Canada)

Kodak Alaris Inc. (for services to be rendered in the United States) and/or Kodak Alaris Operations Canada Inc. (for services to be rendered in Canada), as applicable (together, "Kodak Alaris"), and you, the customer ("Customer") enter into these Care Kit Maintenance and Software Assurance Terms and Conditions (the "Agreement") and agree that the terms and conditions of this Agreement will apply to the provision of services by Kodak Alaris for the products defined below located in (i) the United States (a ten percent (10%) premium applies in Alaska and Hawaii), or (ii) Canada (for equipment located within 325 road Km of a Kodak Alaris Service City, excluding Yukon and Northwest Territories, Northern Quebec, Labrador, and other remote areas).

All components of a Product (as defined herein) that are mechanically, electronically, or remotely interconnected must be inspected, tested and adjusted as one operating unit to diagnose and correct malfunctions effectively. Kodak Alaris Products that incorporate the KA Software must be covered by a Kodak Alaris Agreement and all interconnected components of that Product must also be covered by warranty or the same level of service that is provided under this Agreement.

In order to obtain uninterrupted service, this Agreement must be purchased prior to expiration of the original equipment warranty and registered with Kodak Alaris within 10 days of purchase, or in the case of an extended warranty or post warranty Agreement, prior to the renewal date of such Agreement. The term of extended warranty care kits may be one, two, three, or five years' coverage from the date of Equipment or Software purchase or installation. Kodak Alaris reserves the right to confirm the date of purchase before providing Agreement coverage. The term of post warranty care kits may be one, two, three, or five years. In each case, the Term of the Agreement shall be as set forth in the applicable mutually agreed quote or purchase order. This Agreement may not be cancelled or terminated for any reason following issuance of an invoice by Kodak Alaris in accordance with Section 16 below.

1 Products. "Products" covered by this Agreement are "Kodak" or "Alaris" branded commercial document scanner hardware ("KA Hardware"), and software that is developed and/or distributed by Kodak Alaris ("KA Software"), each as specified in an applicable mutually agreed quote or purchase order.

2 Customer Responsibilities. Customer will designate an authorized representative for the purpose of interacting with Kodak Alaris' service personnel. The Customer representative and the Customer must:

- provide initial problem-solving assistance to site users;
- coordinate all requests for assistance and act as liaison with Kodak Alaris service personnel;
- perform appropriate problem analysis and corrective actions by following troubleshooting instructions and remedial actions as prescribed by Kodak Alaris;
- maintain system and Product documentation and install software updates, maintenance upgrades and patches supplied by manufacturers;
- perform preventative maintenance and error recovery procedures as defined in the individual Products' users manual;
- supply consumable items or other components that are replaced due to normal wear and/or as specified in the relevant manufacturer's manual(s);
- provide service personnel with immediate access to the Products when service is requested;
- when necessary, supply and maintain Internet connectivity and USB port access for diagnostic purposes;
- keep the site environmental ranges within the specifications set forth by the manufacturer of the relevant Product;
- provide continuous and appropriate resource availability during problem resolution;
- FOR SOFTWARE ASSURANCE ONLY**, have a telephone available in the work area and allow remote access to Kodak Alaris service.

Failure to meet these obligations may result, at Kodak Alaris' sole option, in the imposition of additional charges at prevailing Per-Call rates or immediate termination of this Agreement upon notice to Customer.

2.1 Customer Software. Prior to service commencing on computers with hard drives, Customer is responsible for creating a back-up copy of the file from the hard drive. Kodak Alaris is only responsible for formatting (if required) and transferring those files deemed necessary for formatting as more precisely outlined in Kodak Alaris formatting procedures for specific Products. Customer is responsible for restoring data. Kodak Alaris shall not be held liable for any damages arising from or relating to the loss of data, any software or any other information contained on a computer or similar device, or contained in or stored on a Product.

2.2 Product Condition. Customer warrants that the Product covered by this Agreement (a) is in proper operating condition, (b) is without any unauthorized modifications, (c) has all safety features in working condition, and (d) has been maintained in accordance with manufacturer's Product performance specifications. Kodak Alaris reserves the right to inspect the Product and site installation to confirm that Products meet those conditions. At Kodak Alaris' discretion, such inspection and any repairs necessary to bring the Product up to those conditions shall be treated as Per-Call Service. If at any time Customer fails to maintain the Product in proper operating condition as described above, Kodak Alaris may cancel this Agreement immediately upon written notice to Customer.

3 How to Obtain Service. For Product: Customer must call Alaris' Customer Support Center and provide the Product's K-number or serial number, which number shall be located on the respective Product(s). For Alaris Software: Customer must call Alaris' Customer Support Center and provide the serial number.

United States	1-800-356-3253
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Canada (except Toronto and Quebec)	1-800-268-1567
Toronto	416-766-8400
Quebec	1-800-268-1534 Press 1 for English, Press 2 for French

4 Types of Service Available.

4.1 Telephone Support. Kodak Alaris will provide toll-free telephone support between 8:00 a.m. and 5:00 p.m., Monday through Friday, Customer local time.

4.2 On-Site Service. Kodak Alaris will provide on-site service between 8:00 a.m. and 5:00 p.m., Monday through Friday, Customer local time. On-Site Service includes adjustments and/or replacement of parts required to maintain Products operating consistently within manufacturer's published specifications.

4.3 Periodic Maintenance. (Product only) Periodic Maintenance ("PM") services will consist of routine maintenance services required to keep the Products in proper operating condition. Additional scheduled PMs may be purchased to supplement coverage. *Note: PM services MAY NOT be included in the Standard Plan for a particular Product.*

4.4 Extended Hours. Depending upon local service capabilities, available extended hour plans include 5-, 6-, and 7-day, 8-, 16-, and 24-hour options at additional cost. Kodak Alaris will use commercially reasonable efforts to provide Service outside of Agreement Hours as shown below. Any such service performed will be billed at prevailing Kodak Alaris Per Call Overtime rates.

4.5 Holidays. Contract support will not be provided on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas in the United States or on locally observed holidays in Canada. Services will be available on a best efforts basis at prevailing Per-Call Holiday rates.

4.6 Response Time. Kodak Alaris' objective is to provide service during Kodak Alaris' normal working hours, within the following time frames:

US - Kodak Alaris Products, EXCEPT Analog Products and KA Software

Distance from Service City	Within
Zone 1 (0 to 50 Miles)	4 hours
Zone 2 (51 to 100)	4 hours
Zone 3 (Over 100 Miles)	Next Business Day
Over 200 Miles	Contact Kodak Alaris
Alaska and Hawaii	Best efforts based on location and schedule

US - OEM Products and Kodak Alaris Analog Products EXCEPT KA Software

Distance from Service City	Within
Zone 1 (0 to 50 Miles)	Next Business Day
Zone 2 (51 to 100)	Next Business Day
Zone 3 (Over 100 Miles)	Next Business Day
Over 200 Miles	Contact Kodak Alaris
Alaska and Hawaii	Best efforts based on location and schedule

Canada - Kodak Alaris Products EXCEPT Analog Products and KA Software

Distance from Service City	Within
0-80 Km	4 hours
81-160 Km	6 hours
161-325 Km	12 hours
Beyond 325 Km	Not Available

Canada - OEM Product and Kodak Alaris Analog products EXCEPT KA Software

Distance from Service City	Within
Zone 1 (0 to 80 Kms)	8 Hours
Zone 2 (81 to 160 Kms)	16 Hours
Zone 3 (161-325 Kms)	24 Hours
Beyond 325 Km	Not Available

Kodak Alaris will use its best commercial efforts to meet its response time objectives, however Kodak Alaris is not liable for any failure to do so.

4.7 Advanced Unit Replacement ("AUR") Support (if applicable). If Kodak Alaris determines a Product is not operating consistently within manufacturer's specifications, Kodak Alaris will provide next day AUR subject to availability of courier service. The replacement Product will perform at the minimum specifications of the current Product, but may not be the exact make and model. When AUR support is necessary, Kodak Alaris will ship the replacement unit to Customer's location, transportation prepaid. Upon delivery of a replacement unit, Customer must place the entire malfunctioning unit in the shipping case, apply the enclosed labels and call the carrier for pickup within 5 business days after receiving the AUR. If parts are missing, Customer may be subject to a charge for the missing parts and prevailing per-call rates. Kodak Alaris will pay the return transportation charges. If the Customer has not returned the malfunctioning unit within 10 business days, Customer will be invoiced the list price of the unit and be responsible for such charge.

4.8 Parts. Items as referenced in the manufacturer's manual(s) required to maintain Products operating consistently within manufacturer's published specifications may not be included in this Agreement and will be invoiced separately. Parts or components replaced by Kodak Alaris will be either new or remanufactured to Kodak Alaris' new product standards. Parts removed from the system and replaced at no charge become the property of Kodak Alaris. **NOTE:** If Kodak Alaris determines that Parts needed to maintain or repair Products are not available, Kodak Alaris will cancel the Agreement and issue a prorated credit for any remaining prepaid coverage.

5 Software Modifications and Upgrades.

5.1 Kodak Alaris will provide Maintenance Upgrades, Software Patches and telephone assistance of a technical nature on **licensed KA Software** only. Kodak Alaris may issue Maintenance Upgrades or Patches and/or provide for on-site services necessary to correct errors that significantly affect software performance in accordance with Kodak Alaris' Software Product operating specifications. Unless documentation states otherwise, support will be provided for the current and previous version release of **KA Software**. For **licensed KA Software**, Maintenance Upgrades and Patches are at no charge and include one copy of the user's manual and/or changes.

5.2 *Kodak Alaris reserves the right to develop new features and functionality improvements, which will be offered to Customers as Version Releases under a separate price schedule. Kodak Capture Pro software must not have a lapse in maintenance coverage in order to entitle the user to free Version Releases.*

5.3 All KA Software is subject to the terms and conditions of the Kodak Alaris End User License Agreement ("EULA") that was in effect at the time KA Software was licensed from Kodak Alaris. EULA terms are applicable as long as KA Software is being used, even if maintenance services are no longer available.

6 Property of Alaris. Maintenance material, tools, documentation, diagnostics and test equipment provided by Kodak Alaris shall remain the exclusive property of Kodak Alaris.

7 Limitations. The Services outlined in these terms are Kodak Alaris' only obligation. Kodak Alaris will not be responsible for any indirect, incidental, consequential or special damages resulting from the sale, use or improper functioning or inability to use the Products and/or related software, regardless of the cause, nor will Kodak Alaris be responsible for damages of any nature that are not caused by Kodak Alaris or are caused by circumstances out of Kodak Alaris' control. Such damages for which Kodak Alaris will not be responsible include, but are not limited to, loss of revenue or profit, loss of data, downtime costs, loss of use of the Product, cost of any substitute Product, facilities or services. This limitation of liability will not apply to claims for injury to persons or damage to tangible property caused by the sole negligence or fault of Kodak Alaris or by persons under its direction or control.

8 Exclusions. This Agreement does not cover, and Kodak Alaris shall not be responsible for:

- operating system services (e.g., database maintenance/recovery, product integration or application support,
- system administration services (e.g., system restarts, error monitoring and reporting basic system matters, including restoring the database);
- network system administration (e.g., installation of new software packages, maintenance of user and group accounts, solving network problems, performing system maintenance functions, monitoring networks, installing application software, maintaining configurations;
- consultation services;
- version release or software support to other than **licensed KA Software** products;
- Product installation, set-up, configuration or other non-repair services;
- cable and installation of cable runs or any acquisition of permits;
- Customer training;

- circumstances beyond Kodak Alaris' control (such as customer overriding, bypassing or defeating interlock switches on equipment or devices sold by Kodak Alaris or any other 3rd party);
- problems due to failure of Customer to conform to Kodak Alaris' site specifications provided in the manufacturer's documentation;
- time spent in locating Product not at the specified location or waiting for Product availability;
- relocation of Product or service associated with relocation;
- seasonal hibernation (de-installation) and reactivation (re-installation);
- service or parts associated with any unauthorized modifications, attachments or service;
- rebuilding or reconditioning of Product;
- misuse or abuse of Product;
- or failure to follow Kodak Alaris' operating instructions or instructions provided by the manufacturer.

Kodak Alaris may provide, at its sole discretion, service in these situations under Per-Call terms and at prevailing Per-Call rates.

9 Confidentiality of Customer Data. Kodak Alaris does not wish to receive any confidential information (including personal information/ PII) of Customer in the course of providing maintenance services, and Customer is expected to take all reasonable precautions to avoid disclosing any of its confidential information or that of its customers, employees or clients ("Confidential Information") to Kodak Alaris and its employees or contractors. However, in the event that Kodak Alaris' employees or contractors become exposed to Confidential Information, Kodak Alaris will ensure that such information is protected against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as Kodak Alaris uses to protect its own information of a like nature.

10 Use of Other Party's Name

Except as necessary to perform their obligations under this Agreement, neither party may make any reference to the other party, its trademarks or trade names in advertising, public announcements, or promotional materials without express written permission from the other party.

11 Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement remains in effect, the legality, validity and enforceability of the remaining provisions shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision the parties shall negotiate in good faith to add a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible.

12 Waiver Of Default

Any failure of either party at any time, or from time to time, to require or enforce the strict keeping and performance by either party of any of the terms and conditions of this Agreement shall not constitute a waiver by either party of a breach of any such terms or conditions in the future and shall not affect or impair such terms or conditions in any way, or the right of either party at any time to avail itself of such remedy as it may have for any such breach of any term or condition. No waiver of any right or remedy hereunder shall be effective unless expressly stated in writing by the waiving party.

13 Independent Contractor

Kodak Alaris and Customer are independent contractors, and nothing herein shall be understood or construed to make Customer, or any of its employees, officers, directors or representatives, an agent, employee, or servant of Kodak Alaris.

14 Assignment

Neither party may assign this Agreement without the prior written consent of the other party. Any attempted assignment, whether by divestiture, operation of law, change of control, merger, or otherwise, in contravention of the above shall be null and void and of no force or effect. Kodak Alaris, however, may assign this Agreement without the Customer's consent to any third party which acquires all or substantially all of that portion of the business assets of Kodak Alaris to which this Agreement pertains whether by merger, reorganization, acquisition, sale or otherwise.

15 Governing Law and Forum

This Agreement will be governed by and construed in accordance with the laws of the State of New York for services rendered in the United States, and the substantive laws of the Province of Ontario and the laws of Canada applicable therein for services rendered in Canada, in each case without regard to conflict of laws principles. All actions arising out of or related to this Agreement must be filed in a court of competent jurisdiction in the state or province where the Services were delivered.

16 Billing and Payment. All Care Kit Agreements are billed and payable in full in advance. Kodak Alaris will invoice Customer for the full amount of the services purchased upon receipt of an order. All invoices hereunder are due and payable net 30 days from the date of invoice.

17 Language of the Agreement. The Parties hereto specifically require that this Agreement, and all notices and other documents related hereto, be drawn in the English language.

Les parties ci-jointes, exigent et acceptent par les présentes, que ce contrat et tous avis ou documents relatifs ou requis par les présentes, soient rédigés en langue anglaise.

18 Renewals. Renewals will be available at the prices and terms then in effect, as long as a Standard Maintenance Service Agreement is available.

19 Force Majeure. With the exception of any payments due hereunder, neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of cause(s) beyond the control and without fault or negligence of the non-performing party. Such cause(s) may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, and unusually severe weather, material shortages, strikes or similar labor disruptions.

19 Entire Agreement/Amendment. This Agreement may be amended or supplemented only by the express agreement of the parties. This Agreement, the terms and conditions set forth in the original equipment warranty, and any mutually agreed quote(s)/purchase order(s), represents the entire agreement and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter of this Agreement, provided that it is acknowledged and agreed that any Customer terms included in a valid purchase order are explicitly excluded, and shall have no force or effect. In the event of a conflict of terms between this Agreement and the original equipment warranty, this Agreement shall be the controlling document.



MOTION

SUBJECT: Equipment Purchase Agreement

I move to approve the Caldwell Sales Consulting Personal Services Contract for the purchase and software support of a Ballot Scanner and Signature Validation Solution. .I further move to exempt this contract from Wasco County Contracting Rules as a sole source provider.



AGENDA ITEM

Red Cross Month Proclamation

[PROCLAMATION](#)

[MOTION LANGUAGE](#)



AMERICAN RED CROSS MONTH, 2023

A PROCLAMATION

In times of crisis, people in Wasco County come together to care for one another. This humanitarian spirit is part of the foundation of our community and is exemplified by American Red Cross Cascades Region volunteers and donors.

In 1881, Clara Barton founded the American Red Cross, turning her steadfast dedication for helping others into a bold mission of preventing and alleviating people's suffering. Today, more than 140 years later, we honor the kindness and generosity of Red Cross volunteers here in Wasco County, who continue to carry out Clara's lifesaving legacy. They join the millions of people across the United States who volunteer, give blood, donate financially or learn vital life-preserving skills through the Red Cross.

In the **Cascades Region**, serving Oregon and SW Washington, the contributions of more than **2,500** local Red Cross volunteers give hope to the most vulnerable in their darkest hours. The Red Cross does so by providing more than **1,600** emergency overnight shelter stays, along with food and comfort for families devastated by more than **800** local disasters, like home fires. Through the generosity of those donating more than **182,000** units of essential blood for accident and burn victims, heart surgery and organ transplant patients, and those receiving treatment for leukemia, cancer or sickle cell disease. Or by supporting service members and veterans an average of **nine times a day**, along with their families and caregivers through the unique challenges of military life. And by helping to save the lives of others with first aid, CPR and other skills; or delivering international humanitarian aid.

In Wasco County, the Red Cross works with local agencies and faith-based organizations to support emergency shelters by providing shelter training, coordinating resources and intergrating into local mass care planning efforts.

Their work to prevent and alleviate human suffering is vital to strengthening our community's resilience. We dedicate this month of March to all those who continue to advance the noble legacy of American Red Cross founder Clara Barton, who lived by her words, "You must never think of anything except the need, and how to meet it." We ask others to join in this commitment to give back in our community.

NOW, THEREFORE, the Wasco County Board of Commissioners do hereby proclaim March 2023 as Red Cross Month and encourage all citizens of Wasco County to reach out and support its humanitarian mission.

Dated this 1st Day of March, 2023.

Wasco County Board of Commissioners

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



MOTION

SUBJECT: Red Cross Month Proclamation

I move to proclaim March, 2023 as Red Cross Month and encourage all citizens of Wasco County to support its humanitarian mission.



AGENDA ITEM

Mt. Hood Economic Alliance

[MT. HOOD ECONOMIC ALLIANCE IGA](#)

[MOTION LANGUAGE](#)

INTERGOVERNMENTAL AGREEMENT
Between Clackamas, Hood River and Wasco Counties to continue the
MT HOOD ECONOMIC ALLIANCE
as an ORS 190 entity

THIS AGREEMENT is made and entered into by and between Clackamas, Hood River and Wasco Counties, hereinafter referred to as the “Counties.”

WITNESSETH:

1. Pursuant to ORS 285B.230 through 285B.269, the Oregon Economic and Community Development Department designated Clackamas, Hood River and Wasco Counties as a region with the purpose of developing and implementing a *Regional Strategy* including a *Rural Action Plan*.

2. The Counties created the Mt Hood Economic Alliance (the “Alliance”) by means of an Intergovernmental Agreement effective January 1, 2004.

3. The Counties created another intergovernmental agreement pursuant to 190.010(5) to replace the informal structure previously created. The intergovernmental entity created in 2005 through an Intergovernmental Agreement continued to be known as the Mt Hood Economic Alliance.

4. The Counties desire to update the 2005 Intergovernmental Agreement to reflect current practices and procedures of the Mt Hood Economic Alliance through a new Intergovernmental Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED by Clackamas, Hood River and Wasco Counties as follows:

I. Purpose

The purpose of the Mt Hood Economic Alliance (Alliance) is to provide gap financing loans for local businesses that create and retain jobs and leverage additional investment for the three Counties. The Alliance shall act as the administrative and fiscal entity for the management of its revolving loan fund within the region.

II. Governance

A. The Alliance shall be governed through a Board of Directors as follows:

1. The Alliance's Board shall be composed of twelve members. Hood River and Wasco Counties shall each appoint three (3) people. Clackamas County shall authorize the Clackamas County representatives on the Alliance Board to appoint six (6) people on Clackamas County’s behalf. Each County, or the Alliance Board for Clackamas County, shall undertake their best efforts to select appointees that represent the private business sector, rural interests, and local government. Each member's term shall last two (2) years. In the event of a vacancy on the Alliance Board, the appointing County shall fill the vacancy within sixty (60) days.
2. The Regional Development Officer for Business Oregon shall serve as an Alternate on the Alliance Board.

3. The Alliance Board may adopt bylaws for its operations. The bylaws shall only be amended by a vote of at least five members of the Alliance Board. At least one vote from each County is required for an amendment to be effective.
4. The Alliance Board shall be subject to the requirements of Oregon laws, including, without limitation, the Public Meetings Law, Public Records Law, Local Budget Law, public contracting laws, the Oregon Government Ethics laws, and workers' compensation laws of the State of Oregon.
5. The Alliance shall meet regularly as determined by the Alliance Board. Special and emergency meetings and executive sessions may be called, upon notice as provided in the Public Meetings laws, by the chair or by any three members.

B. The Alliance Board shall perform the following services for the Alliance:

1. Determine the policies for awarding revolving loan funds.
2. Approve funding for loan clients, Alliance activities and approve any amendments to contracts.
3. Serve as the administrative and fiscal entity for the Alliance's Revolving Loan Fund program.
4. Market the revolving loan funds in the region.
5. Ensure these following actions are completed by the Alliance Board or a contractor as is appropriate:
 - A. Draft application forms and review applications from potential recipients of revolving loan funds.
 - B. Draft appropriate documents to evidence awards from revolving loan funds. Provide for legal review of documents.
 - C. Monitor recipients of revolving loan funds for compliance with contract terms.
 - D. File and record documents as required.
 - E. Disburse loan funds to recipients in accordance with the contracts.
 - F. Prepare reports for the Alliance as requested.
 - G. Serve as the public relations contact for the Alliance and market the revolving loan funds in the region.
6. Determine what action to take if a recipient of revolving loan funds defaults in its obligations. Pursue such actions.

C. The Alliance Board shall have the following powers and responsibilities in the performance of its duties as administrative and fiscal entity for the Alliance:

1. Enter into contracts for fiscal, professional and other services necessary to carry out this Agreement.
2. Adopt budgets for utilizing revolving loan funds.
3. Apply for, receive, distribute and expend monies in accordance with Oregon law.
4. Create an Executive Committee and other sub-committees to assist it in carrying out its duties under this Agreement. However, sub-committees cannot reverse decisions made by the full

Alliance Board or bind the full Alliance Board without prior approval regarding a specific action, and must report all of their actions to the next meeting of the Alliance Board.

5. Comply with applicable Oregon law.

D. Debts, liabilities and obligations of the Alliance shall be, jointly and severally, the debts, liabilities and obligations of the Counties and shall be divided upon termination in accordance with Part IV below of this Agreement.

III. Dispute Resolution

A. Any dispute between the parties arising from the terms or implementation of this Agreement, or any claim by any party for breach or enforcement of this Agreement, shall be submitted first to mediation and then, if unresolved, to binding arbitration.

B. In the event of a demand for arbitration, the parties shall agree upon an arbitrator or, if no agreement is reached within ten (10) days of the demand, each party shall select an arbitrator. Each party shall be responsible for the costs of its arbitrator. Arbitrators, by majority vote, shall have full authority to establish procedures, rule on evidence and objections and render an enforceable decision.

IV. Termination

A. The Agreement shall continue until all parties mutually agree in writing to terminate it, or Wasco County, Hood River County, or Clackamas County provides sixty-days written notice to the other two Counties requesting withdrawal from the Agreement.

B. If any county terminates their participation in this agreement, the other two Counties agree to make a good faith effort to accomplish the goals and purposes of providing gap financing loans for local businesses that create and retain jobs and leverage additional investment for the remaining Counties.

C. Upon termination, the Alliance shall return all funds and all assets purchased with revolving loan funds to the Counties. Each County shall be entitled to a share of the Funds based on the pro-rated share of its contribution to the revolving loan funds. Any assets purchased with revolving loan funds shall be valued at their fair market value upon termination and divided-per pro-rated share among the Counties. In the event of a dispute between the Counties as to the division of the assets of the Alliance, they shall be sold, and the net proceeds, after subtracting the cost of sale, shall be divided per pro-rated share among the Counties. Any sale or disposition of the Alliance's assets shall be in accordance with Oregon laws.

D. Upon termination, the outstanding indebtedness, liabilities or continuing contractual obligations shall be divided per pro-rated share among the Counties.

V. Miscellaneous

A. No Third-Party Beneficiaries. The Counties are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this agreement.

B. Records Maintenance and Access. The Alliance Board shall maintain all records relating to this Agreement as to clearly document its performance hereunder. The Counties and their duly authorized

representatives shall have access to such records for the purpose of performing examinations and audits, and making excerpts and transcripts. All such records shall be retained by the Alliance Board and kept accessible for a minimum of 3 years, except as required longer by law, following termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this agreement, whichever date is later.

C. Notices. All notices to the respective parties shall either be personally delivered or sent certified mail to the following addresses:

Clackamas County:
2051 Kaen Rd
Oregon City, OR 97045

Hood River County:
601 State Street
Hood River, OR 97031

Wasco County:
511 Washington St, Ste 101
The Dalles, OR 97058-2237

D. All parties shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.

E. To the extent applicable, the provisions of ORS 279.312, 279.313, 279.314, 279.316, 279.320 and 279.334 are incorporated by this reference as though fully set forth.

F. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

G. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

H. This Agreement shall be subject to the constitutional debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent on funds being appropriated therefore.

I. This Agreement may be amended from time to time by agreement in writing, signed by all parties.

J. ENTIRE AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND ANY PARTY UNLESS IN WRITING AND SIGNED BY ALL THREE PARTIES. SUCH WAIVER, CONSENT MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENT, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. EACH PARTY, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES READING THIS AGREEMENT, UNDERSTANDING IT, AND AGREEING TO BE BOUND BY ITS TERMS AND CONDITIONS.

Hood River County
Board of Commissioners

Wasco County
Board of Commissioners

Clackamas County
Board of Commissioners

Jennifer Euwer, Chair

Steven Kramer, Chair

Tootie Smith, Chair

Ed Weathers, Commissioner

Scott Hege, Commissioner

Ben West, Commissioner

Les Perkins, Commissioner

Phil Brady, Commissioner

Paul Savas, Commissioner

Leti V. Moretti, Commissioner

Martha Schrader, Commissioner

Arthur Babtiz, Commissioner

Mark Shull, Commissioner

APPROVED AS TO FORM:

APPROVED AS TO FORM:

APPROVED AS TO FORM

Hood River County Counsel

Wasco County Counsel

Clackamas County Counsel

Date:

Date:

Date:



MOTION

SUBJECT: Mt. Hood Alliance IGA

I move to approve the IGA between Clackamas, Hood River and Wasco Counties to continue the Mt. Hood Economic Alliance as an ORS 190 entity.