



AGENDA: REGULAR SESSION

WEDNESDAY, JULY 5, 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](tel:1-253-215-8782) Meeting ID: 3957734524#

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

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

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

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

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

9:00 a.m.	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 Discussion Items: Youth Think Agreements ; Paper Designated for Foreclosure Notices (Items of general Commission discussion, not otherwise listed on the Agenda) Consent Agenda: 6.21.2023 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)
Times are Approximate	
9:15 a.m.	SRS Funds Allocation – Arthur Smith
9:25 a.m.	Adoption of Transit Development Plan – Alice Cannon
	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

JULY 5, 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
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.
Changes to the Agenda:

- Temporary Appointment to Columbia River Gorge Commission

Discussion Item – Youth Think Agreements

OPIOID PREVENTION SUBCONTRACT

Prevention Coordinator Debby Jones explained that there was a bit of a delay for this agreement as a result of the main contract with the State. She said this agreement supports our Overdose Prevention Task Force. North Central Public Health District (NCPHD) does not have the capacity to do the work and we asked to take it on as a subcontractor. She stated they are hopeful the program will continue beyond the expiration of this agreement at the end of August.

Chair Kramer asked how much of the contracted dollars we have left. Ms. Jones replied that they will expend it all by the end of August. She said if the State does not extend the program, they hope to be able to tap into the opioid settlement to fund the program.

Vice-Chair Hege commented that we are a long time into the contract. He pointed out that NCPHD signed it in March. Ms. Jones responded that they did not get the agreement to us in March.

Vice-Chair Hege asked how the money is spent. Ms. Jones said that some of it covers her time; some goes to the Cohort; and this time the bulk of it went to the purchase and distribution of Naloxone Kits.

Commissioner Brady asked how the Naloxone Kits are distributed. Ms. Jones replied that they focus on high-risk populations and started with St. Vincent DePaul. They have about a dozen organizations they are working with including NORCOR, Wings, the Department of Correction and others. They are also working on a policy for the schools and have been working with local businesses that have expressed an interest.

Ms. Jones said they submit a quarterly report to the State and also receive an annual report from them in return. She said she would be happy to share those reports with the Board and/or provide a formal presentation at a future session. Vice-Chair Hege said he would welcome a presentation.

{{Vice Chair Hege moved to approve the Overdose Prevention Subcontract between North Central Public Health District and Wasco County. Commissioner Brady seconded the motion which passed unanimously.}}

SOCIAL MEDIA PERSONAL SERVICES AGREEMENT

Ms. Jones reported that they have received new funding and are looking at connecting better through social media. She explained that she does not have the capacity and would like to contract for those services subject to her oversight. She said that they want to connect more directly with youth, but do not feel SnapChat and TikTok are appropriate platforms. Instead they will use platforms like Instagram.

Chair Kramer observed that the hourly rate is blank in the agreement although it does have a cap on the total costs. Ms. Jones said the capped total cost is based on a rate of \$35 per hour. She added that they are getting the insurance portion of the agreement in place as well.

Commissioner Brady asked about Ms. Hansen's background. Ms. Jones stated that Ms. Hansen is a Youth Think board member who grew up in The Dalles and has 2 daughters. She is very adept at Instagram postings and is certified for the Parent Café.

Vice-Chair Hege asked who the target audience is. Ms. Jones replied that it will be varied. She explained that she used a shotgun approach and this will be more targeted. The over 30 audience is probably on FaceBook while the youth are on Instagram. She said they have not been able to reach the youth population efficiently. There is also a program where youth can opt into text message

pushes. She noted that they want to get more information out to the kids. Although the kids use SnapChat and TikTok, Youth Think finds those platforms to be problematic for their messaging.

{{{Commissioner Brady moved to approve the Social Media/Parenting Outreach Contract between Wasco County and Christie Hansen. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion Item – Newspaper Designation

Ms. Clark reviewed the memo included in the Board Packet.

{{{Vice-Chair Hege moved to approve Order 23-042 designating a newspaper for the publication of the annual foreclosure list. Commissioner Brady seconded the motion which passed unanimously.}}}

Discussion Item – CRGC Appointment

Chair Kramer said that we have received a communication from staff for the Columbia River Gorge Commission (attached) requesting an extension of Rodger Nichols' appointment until such time as the Wasco County Board of Commissioners appoints a replacement. He asked Mr. Nichols if he would be willing to continue to serve until that time. Mr. Nichols replied that he would be happy to do so.

Vice-Chair Hege observed that Clackamas County has a two-term limit for their CRGC appointment and asked if that also applies to us. Mr. Nichols responded that the State limits their representative to two terms; counties are free to make that determination for themselves.

{{{Vice-Chair Hege moved to reappoint Rodger Nichols as Wasco County's representative on the Columbia River Gorge Commission until such time as the Board of County Commissioners appoints a replacement. Commissioner Brady seconded the motion which passed unanimously.}}}

Agenda Item – SRS Funding

Public Works Director Arthur Smith reviewed the memo included in the Board Packet. Vice-Chair Hege noted that broadband was added to the possible expenditures. Mr. Smith acknowledged that but said he did not have any additional information. He said that last year every county in Oregon chose to fund the roads and schools at more than 80% - most chose the maximum of 85%. We are required to allocate no less than 13% for Title II which leaves 2% for Title III.

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Mr. Smith said that the federal government ran the numbers for a 7 year rolling average of timber receipts versus SRS funding which basically pays us to not harvest. He said the difference is stark; the state of Oregon has 15.5 million acres of forest and we are producing less than \$40 million in timber receipts in 15-25 million acres total. That is less than \$2 per acre. He said we are basically not doing anything in the forests other than letting them burn; SRS is paying us to do that. He said he recommends going with the same allocation as last year.

Commissioner Brady asked who decides on the special projects and what some examples of those projects are. Mr. Smith said that the projects are usually around forest health, stream restoration, etc. He said that the RAC (Resource Advisory Council) used to make those recommendations but someone else does that now. He said he believes there is information on the SRS website.

Chair Kramer commented that litigation plays a very big part in this process. He said we have a project in Wasco County related to the Rock Creek Restoration Project that is being litigated by Oregon Wild. They do not want anything cut. Vice-Chair Hege asked if Oregon Wild does not understand forest health and restoration. Chair Kramer replied he believes they do; he said we need to continue to talk about forest health as well as our health as it relates to these programs.

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

Agenda Item – Transit Development Plan Adoption
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Long-Range and Special Projects Planner Alice Cannon introduced Mid-Columbia Economic Development Executive Director Jessica Metta who reviewed the 1st presentation included in the Board Packet – Wasco County Transit Development Plan.

Ms. Metta explained that the process paused to gather more information through outreach efforts in order to ensure that the strategy being developed would be designed to meet the expressed needs. She explained that the plan settled on 5 goals and corresponding policies to serve as a framework for future transit planning and investments. The goal and policy language was drawn from a number of resources including local plans and documents, the Gorge Regional Transit Strategy, and Wasco County's Coordinated Human Services Transportation Plan which is a 40-year plan. She reviewed the goals included in the presentation.

Ms. Metta went on to review the opportunities identified in the Plan, explaining that those were grouped as follows:

- **Short Term Opportunities:** Can be accomplished in 0-5 years and require no new buses to implement. These include reader boards and bus stop improvements.
- **Medium Term Opportunities:** Can be accomplished in 5-10 years and may require additional buses. These could include connecting transit to Madras and regular routes to Warm Springs and Antelope.
- **Long Term Opportunities:** Can be accomplished in 10-15 years and may include additional buses. These could include higher rates of ridership, increased availability and frequency of bus trips.

Ms. Metta added that the medium and long term opportunities will require additional funding. She noted that they already have a plan to replace the fleet through matching funds. They are looking at electrifying the fleet through grant funding. They would also like to add bus stops but they are expensive ((\$20,000-\$30,000) and time consuming.

Ms. Cannon reviewed the second presentation included in the packet – Rural Transportation Equity Grant. She explained that Wasco County Planning believed more outreach to the southern portions of the County would support a more robust and useful plan. They were able to get funding for that work.

Ms. Cannon reported that the need for transit for recreational activities is expanding as the ski resorts are branching out to get more involved in summer activities. She said she was very pleased to partner with MCEDD on this project.

Commissioner Brady said he is now a bus rider and recently used his bus pass to take his bike to Hood River and ride the bike back to The Dalles. He said he talked to someone on the bus who reported saving a lot of money using the bus system. He said timing can be challenging for those connecting to go to Portland and he realizes it is not possible to please everyone. He asked why the CAT, which is not part of the Link transit system, does not go all the way to The Dalles. Ms. Metta replied that the Link just took over that route on July 1st. She said it has a lot to do with who receives the funding to run the route and who has the responsibility.

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Commissioner Brady added that the new Chamber President commented on how great the app is but that it could be more user friendly for seniors. The Chamber President has ideas to share on how it could be improved. He said we definitely need to get the word out as to what is available locally for public transit.

Vice-Chair Hege observed that in the early outreach there was 49 responses. He asked where they were from in terms of diversity. Ms. Metta said she would have to go back to the data to answer that question. Vice-Chair Hege said that he would assume that we are checking for that diversity. Ms. Metta responded that the consultant was trying for that and did some targeted outreach.

Vice-Chair Hege asked if we really need a Washington connection. He said it is his impression that Washington residents want to come here more than our residents want to go there. Ms. Metta stated that we do have a connection to Klickitat transit – they come to our Transit Center and to Water's Edge. Our goal is to make those transitions easy to use. We are looking at a project to expand that through a CARES grant.

Vice-Chair Hege noted that a lot of this comes down to ridership. He asked how that is being evaluated and if the buses are running empty at any time. Ms. Metta replied that they are regularly evaluating ridership. She said that the improvements just made to the routes are a result of that evaluation. She said they are increasing the number of bus stops to make the routes more useful and have seen increased ridership. To have 8 regular riders is pretty good but it is a balance; you need to improve service to get people to ride that means there is always a lag between improvements and increased ridership. She added that they also use the Public Transportation Advisory Committee to help evaluate the services.

Vice-Chair Hege agreed that it is complicated and challenging. He asked if there is really a need for an out and back route to Madras. Mr. Metta said that came out of the need for people in Maupin to get to services in Bend. Funding would have to come through the Federal Lands Access program. She said it is definitely a stretch and will need to be considered carefully.

Vice-Chair Hege said he would like to understand why they are not going to Portland or The Dalles for services. Ms. Cannon explained that the further south you go in Wasco County the more people go to Madras rather than The Dalles. Health care is very networked in central Oregon and they are linked to Bend for care.

Commissioner Brady noted that one of the difficulties of putting up a bus stop is identifying an appropriate location with the least amount of disruption to traffic and parking. He asked how MCEDD is going about doing that. Ms. Metta replied that the City has been a great partner and has worked with them to locate sites and even do some of the prep work. She said they have funding for 4 shelters – downtown, One Community Health/MCCFL, Foley Lakes and Water’s Edge. They also want to install mini-stops which are not full-blown shelters but offer some seating.

Chair Kramer said that his main concern is sustainability. He said that ridership is only a part of it; we will continue to need state and federal funding. He noted that a rider’s pass is very, very inexpensive.

{{{Vice-Chair Hege moved to approve Resolution 23-009 adopting the Wasco County Transit Development Plan for the Link public transit.

Commissioner Brady seconded the motion which passed unanimously.}}}

Consent Agenda – 6.21.2023 Regular Session Minutes

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

Commission Call

District Attorney Matthew Ellis thanked the public for their assistance and support in capturing Amanda Harman’s killer.

Vice-Chair Hege reported that he did some firearms training with the Sheriff’s Department. He said that our newest Deputy was doing his certification that day and it was great to talk with the Deputies about how, why and when we use firearms. He said they train a lot because they fortunately do not have to use their weapons much in the course of their daily work.

Mr. Stone reported having had a meeting with Mosier and one with the White River Health District.

Chair Kramer adjourned the meeting at 10:20 a.m.

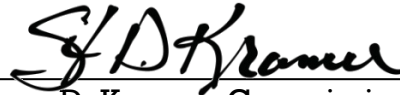
Summary of Actions

MOTIONS

- **To approve the Overdose Prevention Subcontract between North Central Public Health District and Wasco County.**

- **To approve the Social Media/Parenting Outreach Contract between Wasco County and Christie Hansen.**
- **To approve Order 23-042 designating a newspaper for the publication of the annual foreclosure list.**
- **To reappoint Rodger Nichols as Wasco County's representative on the Columbia River Gorge Commission until such time as the Board of County Commissioners appoints a replacement.**
- **To allocate 85% of Wasco County SRS Payment to Title I, 13% to Title II, and 2% to Title III.**
- **To approve Resolution 23-009 adopting the Wasco County Transit Development Plan for the Link public transit.**
- **To approve the Consent Agenda – 6.21.202 Minutes.**

Wasco County
Board of Commissioners



Steven D. Kramer, Commission Chair



Scott C. Hege, Vice-Chair



Philip L. Brady, County Commissioner



DISCUSSION LIST

[YOUTH THINK AGREEMENTS](#) – Debby Jones

[FORECLOSURE NOTICES NEWSPAPER](#) – Kathy Clark



DISCUSSION ITEM

Youth Think Agreements

[OVERDOSE PREVENTION SUBCONTRACT](#)

[SOCIAL MEDIA PARENTING CONTRACT](#)

[MOTION LANGUAGE](#)



Public Health
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NORTH CENTRAL PUBLIC HEALTH DISTRICT

419 East Seventh Street
The Dalles, OR 97058-2676
541-506-2600
www.ncphd.org

OVERDOSE PREVENTION SUBCONTRACT

This contract Overdose Prevention G2023-1 is between North Central Public Health District (NCPHD or LPHA), the Local Public Health Authority serving Wasco and Sherman Counties in Oregon **AND** Wasco County, a political subdivision of the State of Oregon (Subcontractor).

Purpose

NCPHD has received funding from the Oregon Health Authority for overdose prevention efforts in Wasco and Sherman Counties. The purpose of this Contract is to outline the roles and responsibilities of NCPHD and Subcontractor in support of those efforts.

Scope of Work

Subcontractor will perform overdose prevention activities to include overdose response planning, naloxone assessment in the communities and a prevention project

Compensation

The budget period for these funds is September 1, 2022 to August 31, 2023. The total amount of funding is \$58,575.

Relationship of Parties

Subcontractor agrees to:

- Administer the Overdose Prevention Program in Wasco and Sherman Counties in accordance with the Amended and Restated FY 23 Intergovernmental Agreement for the Financing of Public Health Services (OHA Agreement No. 169526) between NCPHD and the Oregon Health Authority (OHA). Administration of the Overdose Prevention Program includes Subcontractor's appointment of a Project Director to oversee the Program's successful implementation.
- Invoice NCPHD monthly for personnel services and expenses, for a total amount not to exceed \$58,575.00 for the period September 1, 2022 through and including August 31, 2023 (Exhibit A).
- Work with OHA on the specific requirements of the Overdose Prevention Program (see Exhibit B).

NCPHD agrees to:

- Provide a representative to work with the Project Director.
- Pay all invoices within 30 days.
- Report expenditures quarterly to OHA.

Terms of Understanding

- The term of this Contract is from September 1, 2022 until August 31, 2023 when the grant funding period ends.
- Either party may terminate this Contract upon thirty (30) days prior written notice without penalties or liabilities, subject to OHA consenting to a termination if necessary.
- The parties will execute and deliver any additional papers, documents or other assurances that are reasonably necessary to give effect to this Contract or to carry out the purpose of the Contract.

REQUIRED SUBCONTRACT PROVISIONS

1. Expenditure of Funds. Subcontractor may expend the funds paid to Subcontractor under this Contract solely on the delivery of strategies to implement Overdose Prevention activities (See Exhibit A) , subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):

- a. Subcontractor may not expend any funds paid to Subcontractor under this Contract in excess of the amount reasonable and necessary to provide quality delivery of Overdose Prevention activities.
- b. Subcontractor may not use or expend funds paid to Subcontractor under this Contract on the delivery of services other than Overdose Prevention as described in this Contract.
- c. Subcontractor's expenditure of funds paid to Subcontractor under this Contract must comply with 2 CFR Subtitle B and 2 CFR Part 200 as those regulations describe "allowable costs."

2. Records Maintenance, Access and Confidentiality.

a. Access to Records and Facilities. LPHA, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Subcontractor that are directly related to this Contract, the funds paid to Subcontractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Subcontractor shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Subcontractor hereunder.

b. Retention of Records: Subcontractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Subcontractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such

longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the above period, Subcontractor shall retain the records until the questions are resolved.

c. Expenditure Records. Subcontractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Subcontractor under this Contract. In particular, but without limiting the generality of the foregoing, Subcontractor shall (i) establish separate accounts for each type of service for which Subcontractor is paid under this Contract and (ii) document expenditures of funds paid to Subcontractor under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Subcontractor under this Contract for employee compensation. Subcontractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.

d. Safeguarding of Client Information. Subcontractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. Subcontractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

e. Information Privacy/Security/Access. If the services performed under this Agreement requires Subcontractor to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Subcontractor(s) shall comply and require its staff to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

3. Alternative Formats of Written Materials. In connection with the delivery of Program Element services, LPHA shall make available to LPHA Client, without charge, upon the LPHA Client's reasonable request:

- a. All written materials related to the services provided to the LPHA Client in alternate formats.
- b. All written materials related to the services provided to the LPHA Client in the LPHA Client's language.
- c. Oral interpretation services related to the services provided to the LPHA Client to the LPHA Client in the LPHA Client's language.

d. Sign language interpretation services and telephone communications access services related to the services provided to the LPHA Client.

For purposes of the foregoing, “written materials” means materials created by LHPA, in connection with the Service being provided to the requestor. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client in the prevalent non-English language(s) within the LPHA service area.

4. Compliance with Law. Subcontractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Subcontractor shall comply with ORS 656.017 and provide Workers’ Compensation coverage. In addition, Subcontractor shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2009-2010 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2010, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

5. Grievance Procedures. If Subcontractor employs fifteen (15) or more employees to deliver the services under this Contract, Subcontractor shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include “due process” standards, which, at a minimum, shall include:

- a. An established process and time frame for filing an employee grievance.
- b. An established hearing and appeal process.
- c. A requirement for maintaining adequate records and employee confidentiality.
- d. A description of the options available to employees for resolving disputes.

Subcontractor shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Subcontractor and are aware of the

means by which employees may make use of the employee grievance procedures. Subcontractor may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Subcontractor employee manual that describes the Subcontractor employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.

6. Independent Contractor. Subcontractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.

7. Indemnification. To the full extent permitted by Oregon law, Subcontractor shall defend, save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, and their officers, employees, and agents and insurers from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Subcontractor, including but not limited to the activities of Subcontractor or its officers, employees, Subcontractors or agents under this Contract.

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

Wasco County:

Steven D. Kramer, Board Chair

Scott C. Hege, Vice Chair

Philip L. Brady, County Commissioner

NCPHD:



Shellie Campbell, Director

3/14/2023
Date

**WASCO COUNTY
PERSONAL SERVICES
AGREEMENT
Social Media/Parenting Outreach Coordinator**

THIS AGREEMENT is between Wasco County, an Oregon political subdivision (“County”), and Christie Hensen (“Contractor”). This Agreement shall be effective when signed by both parties.

RECITALS

- A. Contractor has the training, ability, knowledge, and experience to provide Services desired by the County.
- B. County selected Contractor to provide Services pursuant to a solicitation process consistent with its public contracting rules.
- C. The Services described below are to be provided by the Contractor.

AGREEMENT

1. Services to be Provided

Contractor shall provide County with services as requested by County as set forth in the scope of work attached as ***Exhibit A*** (the “Services”).

2. Term

The term of this Agreement is effective July 1, 2023, and shall remain in effect until June 30, 2024.

3. Compensation

- a. Services are billed monthly upon completion of services at the rate of _____.
- b. Under no circumstance shall Contractor bill County for more than the Maximum Fee (and County shall have no obligation to pay more than the Maximum Fee) of \$20,000.00.

4. Assignment/Delegation

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other.

5. Status of Contractor as Independent Contractor

Contractor certifies that:

- a. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.600 and not an employee of County, shall not be entitled to benefits of any kind to which an employee of County is entitled and shall be solely responsible for all payments

and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of County for any purpose, County shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from County or third party) as a result of the finding and to the full extent of any payments that County is required to make (to Contractor or to a third party) as a result of the finding.

- b. Contractor represents that no employee of the County, or any partnership or corporation in which a County employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing.
- c. Contractor is not an officer, employee, or agent of the County as those terms are used in ORS 30.265.

6. Indemnification

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

7. Insurance

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified in attached **Addendum A**. The procuring of required insurance shall not be construed to limit Contractor's liability under this Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement. Contractor insurance shall be primary and non-contributory.

8. Method and Place of Submitting Notice, Bills and Payments

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

County:

Administrator
511 Washington St
The Dalles, OR 97058

Contractor:

Christie Hansen
PO Box 91
Dallesport, WA 98617

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

9. Merger

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

10. Ownership of Work Documents

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

11. 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 Agreement.

12. Termination for Convenience

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

13. Termination for Cause

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

- A. If County funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of Services. This Agreement may be modified to accommodate a

reduction in funds.

- B. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- C. If any license or certificate required by law or regulation to be held by Contractor to provide the Services required by this Agreement is for any reason denied, revoked, or not renewed.

14. Termination for Default

Either County or Contractor may terminate this Agreement in the event of a breach of this Agreement by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate this Agreement at any time thereafter by giving a written notice of termination.

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

15. Remedies

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

- A. If terminated under paragraph 14 by County due to a breach by Contractor, County may complete the work either itself, by agreement with another contractor, or by a combination thereof.
- B. In addition to the above remedies for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Agreement, Contractor's remedy shall be limited to termination of this Agreement and receipt of contract payments to which Contractor is entitled.
- D. County shall not be liable for any indirect, incidental, consequential, or special damages under this Agreement or any damages arising solely from terminating this Agreement in accordance with its terms.
- E. Upon receiving a notice of termination, and except as otherwise directed in writing by County, Contractor shall immediately cease all activities related to the Services and work under this Agreement. As directed by County, Contractor shall, upon termination, deliver to County all then existing work product that, if this Agreement had been completed, would be required to be delivered to County.

16. Nondiscrimination

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

17. Governing Law; Jurisdiction; Venue

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

18. Compliance with Laws and Regulations

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

19. Experience, Capabilities and Resources

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

20. Access to Records

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

21. Representations and Warranties

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

22. Attorney Fees

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

23. Confidentiality

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

24. Force Majeure

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

25. Waivers

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

26. Severability

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

27. Headings

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

28. Integration

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

29. Amendments

This Agreement shall not be waived, altered, modified, supplemented, or amended in any manner without a duly executed Amendment.

30. Authority

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

July 5, 2023

Wasco County

By: _____

Name: Christie Hansen

Title: Contractor

By: _____

Name: Steven D. Kramer

Title: Board Chair

Exhibit A

Social Media/Parenting Outreach Scope of Work

Assist the Prevention Coordinator in overall management of social media accounts including Facebook and Instagram.

- Develop and schedule posting calendar as approved by Prevention Coordinator
 - Minimum of 4 posts per week for a total of 16 per month
- Develop a youth focused Instagram page as approved by Prevention Coordinator
 - Once developed have a minimum of 100 youth as members
 - Minimum of 2 posts per week for a total of 8 per month

Assist the Prevention Coordinator with overall parent engagement program, including T2T Boost Camps, Parent Café, Teen Café and Family Check-Up

- Assist in developing outreach plan with facilitators and Prevention Coordinator
- Coordinate schedules and registrations for parenting programs
- Send out confirmations and reminders to participants and facilitators
- Schedule parenting events
- Schedule facilitators
- Schedule venues when needed

Requirements:

- Familiar with marketing and social media analytics
- Flexible schedule
- Parent Café and Family Check-Up facilitator training
- Insurance

Anticipating that the individual would initially work approximately 30 hours a month. Funding for the contract/work would come from the Partnership for Success and other grants received by YouthThink. This individual works independently as directed by the Prevention Coordinator.

Anticipated funding for fiscal year 23-24 is: Not to exceed \$20,000

**Personal Services Contract
Exhibit B**

INSURANCE

Contractors, please send this to your insurance agent immediately.

During the term of this Contract, Contractor shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027.)

_____ Required and attached OR X Contractor is exempt

Certified by Contractor: _____
Signature/Title

-
2. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name Wasco County and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to the Contractor's services to be provided under the Contract.

 X Required and attached Waived by Administrative Officer _____

3. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

_____ Required and attached Waived by Administrative Officer X

4. Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.

_____ Required and attached Waived by Administrative Officer X

5. **Certificate of Insurance.** As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to the County at the time Contractor returns the signed Contract.

The General Liability certificate shall provide that the County, its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract.

Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate must contain a standard 30-day notice of cancellation clause which guarantees notification in writing to the Certificate Holder (Wasco County). Insuring companies or entities are subject to County acceptance. If requested, complete copies of the insurance policy shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.



MOTION

SUBJECT: Youth Think Agreements

NCPHD Subcontract: I move to approve the Overdose Prevention Subcontract between North Central Public Health District and Wasco County.

Youth Think Agreements: : I move to approve the Social Media/Parenting Outreach Contract between Wasco County and ???



DISCUSSION ITEM

Paper Designated for Foreclosure Notices

[STAFF MEMO](#)

[ORDER 23-042 DESIGNATING COLUMBIA GORGE NEWS](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Newspaper Designation

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: 06.27.2023

BACKGROUND INFORMATION:

ORS 312.190 requires that foreclosure notices be published in a “duly designated newspaper of general circulation.” This is an annual order for that purpose.

312.190 General notice of expiration of redemption period. Subject to an exemption from disclosure that applies under ORS 192.501:

(1) Not more than 30 days nor less than 10 days prior to the expiration of the period of redemption of any real property ordered sold to the county under a judgment under ORS 312.100, the tax collector shall publish a general notice relative to the expiration of the period of redemption.

(2) The notice shall contain the date of the judgment, the date of expiration of the period of redemption, and warning to the effect that all the properties ordered sold under the judgment, unless sooner redeemed, will be deeded to the county immediately on expiration of the period of redemption and that every right or interest of any person in the properties will be forfeited forever to the county.

(3) The notice shall be published in two weekly issues of a duly designated newspaper of general circulation in the county within the period of 20 days as specified in this section. Proof of publication shall be attached to and made a part of the deed issued to the county. The published notice may be a general notice and it shall not be necessary to include therein descriptions of the several properties or the names of the respective owners. [Amended by 1975 c.780 §13; 1987 c.311 §8; 2003 c.576 §425; 2007 c.687 §6]



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE DESIGNATION OF A NEWSPAPER FOR THE PUBLICATION OF THE ANNUAL TAX FORECLOSURE LIST

ORDER #23-042

NOW ON THIS DAY, there comes on for consideration by the above entitled Board of Commissioners, duly convened for the transaction of County business, the matter of the designation of a newspaper for the publication of the 2023 Foreclosure List, prepared by the County Tax Collector, as notice of the institution of proceedings by Wasco County for the foreclosure of liens of delinquent taxes against the several properties therein described; and

IT APPEARING TO THE BOARD: That the Columbia Gorge News, published in Hood River, Oregon, is a newspaper of general circulation in Wasco County, and in all respects is qualified to publish said Foreclosure List, and that said newspaper will publish said list at the legal rate as provided by law.

THEREFORE, IT IS HEREBY ORDERED: That the Columbia Gorge News be, and the same hereby is designated as the newspaper in which said Foreclosure List shall be published; and

IT IS HEREBY FURTHER ORDERED: That all further notices required by law in said foreclosure suit shall be published in said newspaper.

DATED this 5TH day of July, 2023.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Philip L. Brady, County Commissioner



MOTION

SUBJECT: Newspaper Designation

I move to approve Order 23-042 designating a newspaper for the publication of the annual foreclosure list.



CONSENT AGENDA

MINUTES: [6.21.2023 REGULAR SESSION MINUTES](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION

JUNE 21, 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
Phil Brady, County Commissioner
STAFF: Kathy Clark, Executive Assistant (remote)
Tyler Stone, Administrative Officer

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

Changes to the Agenda:

- Fireworks Ban added to Discussion List
- Golf Course Water Project Bid added to Discussion List

Discussion Item – Vacation Policy Revisions

Finance Manager Shayla Maki reviewed the memo included in the Board Packet. Public Works Director Arthur Smith referenced the original Vacation Committee recommendation, saying that the changes to the Vacation Policy will clarify the intent of when access to vacation time begins.

Interim Human Resources Director Fiona Ferguson added that the revised policy has been approved by CIS's pre-loss team and will take effect upon adoption. Employees will be able to see their awards immediately in the pay system.

Commissioner Hege asked if the vacation is accrued or awarded. Ms. Ferguson replied that technically it is accrued but we use the term awarded because employees cannot cash out vacation.

Commissioner Brady commented that he listened to the recent Management Team recording and appreciates the fair and equitable treatment. He said he appreciates the remarkable work of the Management Team.

{{Vice-Chair Hege moved to approve the Amended Wasco County Vacation Policy. Commissioner Brady seconded the motion which passed unanimously.}}

Discussion Item – Spring 2023 ORMAP Agreement

Survey & Engineering Technician Ivan Donahue stated that this is the latest grant agreement to continue the remapping project. He noted that the yellow area depicted on the map, which is included in the Board Packet, is the area they will be working on through this funding. The controls have been gathered; this is the first grant being used to actually do the remapping. County Surveyor Brad Cross explained that control is collecting the monuments in the field and the remapping actually enters the data into the system to create more accurate maps.

Commissioner Brady asked if this will disrupt use of the online GIS system. Mr. Cross replied that it will not disrupt and will improve the user experience.

Vice-Chair Hege commented on the massive amount of data and work ahead; he asked how long it will take to complete the work. Mr. Cross estimated that it will take approximately 5 years to complete the remapping.

{{{Vice Chair Hege moved to approve Department of Revenue ORMAP IGA DOR-167-23. Commissioner Brady seconded the motion which passed unanimously.}}}

Discussion Item – Fireworks Ban

Chair Kramer pointed out that we have already had 3 fires in Wasco County this year; with a declared drought, it is appropriate to institute the fireworks ban again this year. Mr. Stone noted that the County has done this for the last couple of years; the ban supports Law Enforcement activities. He added that the City of The Dalles will likely also be passing a ban that is supported by the County ban.

Commissioner Brady stated this is wise and prudent considering the circumstances. He pointed out that there are other ways to celebrate the 4th of July and there will be fireworks on the river for citizens to enjoy.

{{{Commissioner Brady moved to approve Resolution 23-010 declaring a local state of emergency as a result of drought and declaring a ban on the use of fireworks. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion Item – Appointments

BOARD OF PROPERTY TAX APPEALS

Ms. Clark explained that BOPTA has lost a couple of members. Chief Deputy Clerk Chrissy Zaugg has recruited new members from the local real estate community. Vice-Chair Hege, who chairs BOPTA, commented that it is great to

have these folks step up to replace the realtors who have stepped off the Board.

Commissioner Brady asked how many people sit on the Board. Vice-Chair Hege replied that there is no limit. Each hearing has a Board of 3 and it is helpful to have a good number to rotate through hearings depending on availability.

County Clerk Lisa Gambée explained that there are a variety of people they have asked to join the Board. Today she is asking the Board to reappoint 3 existing members and appoint 2 new members. She said Vice-Chair Hege usually does the ones that are being withdrawn. Vice-Chair Hege pointed out that this is a unique Board as they are paid and have to attend a full day of training every 2 years. He noted that the hearings can be confrontational and the Board members need to remain professional.

{{Vice-Chair Hege moved to approve Orders 23-044 and 23-045 appointing Melissa Alvarado and Heather Bremmer to the Wasco County Board of Property Tax Appeals. Commissioner Brady seconded the motion which passed unanimously.}}

Vice-Chair Hege asked if the name of the Board will be changing. Ms. Gambée responded affirmatively, saying that recent legislation will change the name as of January 1, 2024 to the Property Values Appeals Board. She noted that what the Board evaluates are property values rather than property taxes so the new name will eliminate some confusion.

COLUMBIA RIVER GORGE COMMISSION

Mr. Stone stated that there are 3 applications for this position – 2 are in the packet and a third came in late yesterday. The Board will need to make a decision on the appointment. He added that the Friends of the Gorge have weighed in on the appointment as well.

Chair Kramer thanked Rodger Nichols for his years of service as the County's representative on the Columbia River Gorge Commission. He said that applicant Elaine Albrich has been heavily vetted but he has not seen any additional information on the other two applicants.

Friends of the Gorge Conservation Director Rudy Salakory stated that he believes every candidate should be vetted. He said that their concern is that Mr. Nichols should continue to serve until Wasco County has time to complete that process. He stated that there has not been enough time for the community to weigh in on this appointment; Friends just wants the process to pause to give more residents time to apply and bring it as a specific action item.

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JUNE 21, 2023
PAGE 4

Vice-Chair Hege asked to hear from County Counsel. Mr. Stone said we only received the letter from Friends of the Gorge last night. Ms. Campbell has done an initial review and is here along with Ms. Albrich.

County Counsel Kristen Campbell stated that each issue raised by Friends of the Gorge was previously vetted upon receipt of Ms. Albrich's application and discussed with Friends. She said she is not concerned. This position is posted on our website and is being handled just as it is for all other appointments. The County has vetted Ms. Albrich as did her law firm. Ms. Albrich owns a home in Wasco County and is in the process of making that move. She is registered to vote in Wasco County and resides in Wasco County. Office addresses have no relevance with the advent of remote work. Future conflicts will be handled on a case by case basis. Ms. Campbell pointed out that Ms. Albrich has worked in capacities both adverse to and as an advocate of Wasco County. She said she is confident in Ms. Albrich's ability. She added that Counsel for the Columbia River Gorge Commission expressed no concerns about this potential appointment.

Vice-Chair Hege asked what determines residency. Ms. Campbell replied that it is determined by voting records, address of record, ownership, etc.

Vice-Chair Hege asked about mortgage records. Ms. Campbell explained that a prior mortgage application is not determinative of future residency.

Vice-Chair Hege said that there is an inference in the Friends' letter that conflicts of interest would prevent Ms. Albrich from participating in many of the issues. He said that seems to be overreaching and he is not sure it is true. Ms. Campbell stated that the letter was received quite late so she has not had a lot of time to review it; however, she does not see any direct conflicts of interest. Mr. Stone observed that there is a conflict potential for every member of the Commission and each will have to be addressed on a case by case basis.

Vice-Chair Hege said one statement in the letter says she would have to recuse herself from every issue in Oregon. He said he suspects that the conflicts are not as strong as have been outlined.

Vice-Chair Hege asked how long the position has been posted on our website. Ms. Clark replied that volunteer applications are always available on our website.

Commissioner Brady noted that a strong vetting process builds respect for candidates. He said he has spoken with Ms. Albrich who is well-qualified. He said he wants to have a good public understanding that we are thoughtful about our goals and our appointee is aligned with those goals. He said he would suggest that we take a little more time for the process; the Board needs to

determine what we want from our representative.

Vice-Chair Hege said he tends to agree; this is an important appointment for the County. He said he wants this person to be loyal to what our goals and expectations are. The challenge is the conflict with our needs for economic development. He stated that the letter from Friends of the Gorge is troubling – it seems to tell us what we can and cannot do; it feels oppressive. He said in a perfect world, he would like to get on the same page and work together with an understanding of what the County needs are and collaborate to meet both organizations' goals. He said it is important for this person to be our representative.

Commissioner Brady said he reached out to 7 people to apply. He would encourage the public to participate in recruitment for the position. Vice-Chair Hege commented that it is a challenging position.

Mr. Salakory said they are working hard on economic development and are interested in entering a relationship with communities. He said they understand the importance of economic development. He said that it seems Ms. Albrich has been thoroughly vetted; the others should be as well.

City of The Dalles Council Member Dan Richardson asked who the third applicant is. Chair Kramer responded that it is David Peters. Mr. Richardson asked who the appointee represents – the Board or the community. Chair Kramer replied that the appointment has been through the Board. Vice-Chair Hege pointed out that the Board, as elected Commissioners, are the representatives of the people.

Mr. Richardson said that he believes we can recruit thoughtful people. He said he would support Mike Ballinger's appointment.

Ms. Albrich said she is excited to apply and looking forward to transitioning to Wasco County as her work is rural lands policy. She said she has not had much time to parse the Friends of the Gorge letter and will provide a more detailed response. She said her application was seriously vetted through her firm's counsel.

Chair Kramer commented that Mr. Salakory has been with Friends for 7 months and is offering to help build relationships. He pointed out that those of us at the east end of the Gorge have different needs; the Wasco County Board of Commissioners represents 27,000 people.

Agenda Item – Budget Adjustment Hearing

At 9:57 a.m. Chair Kramer recessed from the regular session to open a public

hearing for a budget adjustment. He explained the process to be followed and asked staff to present.

Ms. Maki reviewed the memo included in the Board Packet saying that currently the Fair is \$991 over budget with projections of being \$25,000 over budget. She went on to say that revenues have also increased by approximately \$60,000. This change will not require accessing contingency funds and is recommended at a \$30,000 increase to both revenue and expense.

Vice-Chair Hege asked where the additional revenue came from. Ms. Maki replied that she does not have that information with her but can provide it following the meeting. Vice-Chair Hege said he believes a good portion of it came from the State and more will be coming in as a result of recent legislation. Mr. Stone said that the challenge of the fair is that expenses generally come in at the end of one fiscal year and revenues come in at the beginning of the next fiscal year.

Chair Kramer opened to floor to public testimony. There was none.

Chair Kramer closed the hearing at 10:02 a.m. and resumed the Regular Session

{{Vice-Chair Hege moved to approve the Resolution 23-007 to increase Fair Fund revenues \$30,000 and increase Fair Fund expense \$30,000.

Commissioner Brady seconded the motion which passed unanimously.}}

Agenda Item – Public Works

QUOTE FOR DRILLING/BLASTING

Mr. Smith explained that he has budgeted for the harvesting of crushed rock from both the Shady Brook and Harvey rock pits. He contacted 3 qualified companies for quotes. Of the 3, 2 expressed interest and 1 participated in the mandatory site visit and submitted a quote. He said he is seeking approval to accept the quote and allow his department to work the company to fine-tune a plan to do the work in the next fiscal year. He commented that the company is highly qualified and he is confident in their ability

Commissioner Brady asked how the quote works. Mr. Smith replied that it is a starting point; he will work with them to add to or change the scope of work appropriately.

*****The Board was in consensus for the Public Works Director to move forward with the quote from McCallum Rock Drilling to harvest crushed rock from County rock pits.*****

ROAD VACATION PETITION

Mr. Smith said he has received a petition to vacate approximately 1,000 feet of Hood River Road. He is here today requesting direction to prepare his report regarding the petition. He proceeded to review the memo included in the Board Packet saying that landowners have experienced numerous problems related to the public road including trespassing, dumping and camping on private property.

Mr. Stone asked if the road accesses public ground. Mr. Smith replied that it accesses ground owned by Hood River County. He said he has not done the research on the Hood River side; he will do that as he prepares his report which will take some time.

Commissioner Brady reported that he has seen the large items that have been dumped there which is irresponsible. He asked if Mr. Smith will be talking to people who use the road. Mr. Smith said he does not advertise that he is researching, but will be talking to the landowners and Hood River County as well as researching historical files. He said he will present his findings at a public meeting where people can provide feedback.

Commissioner Brady said that people engage in looking for places to go and they generally follow the rules; but when no trespassing signs are posted where they are not valid, it encourages people to ignore no trespassing signs. Mr. Smith said in this area, you can trespass pretty easily if not careful. He reported that owners have had people basically camping in their backyard.

Vice-Chair Hege asked if there is a road in the area from Hood River County to Wasco County that is passable. Mr. Smith responded affirmatively saying that Elder Road is passable. Vice-Chair Hege noted that at times, that has been the only way to get from one county to the other.

{{Vice-Chair Hege moved to approve the Order 23-046 directing the Public Works Director to prepare his report on an approximately 1,000 foot section of Hood River Road, between the Hood River County/Wasco County boundary line and the existing "east" gate, lying just westerly of the driveway entrance to the Doughten/Posner parcel, Tax Lot 600, all located west of Mosier, Oregon, Section 10, Township 2 North, Range 11 East, Willamette Meridian. Commissioner Brady seconded the motion which passed unanimously.}}

Agenda Item – Mid-Columbia Economic Development District

TRANSPORTATION AGREEMENTS

MCEDD Executive Director Jessica Metta reviewed the memo included in the Board Packet regarding the ODOT transportation grant agreement and the contracts for MCEDD to administer the ODOT and State transportation grant programs.

{{{Vice-Chair Hege moved to approve ODOT 5310 Grant Agreement #35505 for the provision of transportation to seniors, individuals with disabilities and the general public. Commissioner Brady seconded the motion which passed unanimously.}}}

{{{Commissioner Brady moved to approve Amendment 1 to the IGA between Mid-Columbia Economic Development District and Wasco County for public transportation under FTA 5310. Vice-Chair Hege seconded the motion which passed unanimously.}}}

{{{Vice-Chair Hege moved to approve the IGA between Mid-Columbia Economic Development District and Wasco County to support the administration of fiscal years 2023-2025 Wasco County Statewide Transportation Improvement Fund Formula Plan. Commissioner Brady seconded the motion which passed unanimously.}}}

ANNUAL MCEDD IGA

MCEDD Deputy Director of Economic Development Carrie Pipinich stated that she met with Chair Kramer and County staff to discuss the scope of work for this year's Intergovernmental Agreement. She said this is very similar to last year's agreement with special project support for broadband. She noted that the IGA allows flexibility for items that come up during the fiscal year.

{{{Commissioner Brady moved to approve the 2023/24 Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item – Annual Insurance Report

Stratton Insurance Agent Breanna Wimber reviewed the renewal letter and premium schedules included in the Board Packet. She noted that property/liability rates are up over last year which is a national trend.

Vice-Chair Hege asked if the newly acquired property on 3rd Street is included.

Mr. Stone replied that we do not officially own that property yet, but it will be included once the title process is complete.

Ms. Wimber went on to say that she is excited to report that Wasco County's modification rating has fallen below the average resulting in a discount. She commended Department Directors for the work they have done to ensure staff are returning home safely each day.

Vice-Chair Hege asked about insurance for cyber security. Mr. Stone stated that we use a different company for that insurance. Ms. Wimber said that Wasco County has done considerable work in this area which enables them to get additional limits on a policy. Vice-Chair Hege asked if that is through CIS. Ms. Wimber replied that it is not; CIS offers a cybersecurity policy but the limits are very low. She said she tracks the limits and strength of that program and if it improves, we can consider it in the future.

Chair Kramer opened the floor to public comment.

Sheila Dooley submitted written materials (attached) saying that she reviewed the deed for the Albrich property which states she will occupy it as a second home. She said on that basis, Ms. Albrich should not be considered for the appointment. She said that Ms. Albrich did not answer all the questions on the application and was previously an attorney for the wind turbine industry.

Chair Kramer asked why Mr. Dooley was submitting these materials at the last minute. Ms. Dooley replied she did not know about the appointment until recently. Chair Kramer observed that it is very difficult for the Board to respond when submissions are made so late.

Discussion Item – Golf Course Water Project Bid
--

Mr. Stone said he just received this bid which is for the extension of the water system to the golf course as well as for fire suppression. There are 3 proposals; he recommends, with the concurrence of our project engineer, to accept the Crestline Construction bid.

Commissioner Brady asked about the additive. Mr. Stone explained that was included in case the Country Club wanted to piggyback onto our project.

Chair Kramer asked if the bid is within the budget. Mr. Stone responded affirmatively.

Vice-Chair Hege asked if this will also provide service for the residences. Mr. Stone said that it can if they want to connect.

Vice-Chair Hege asked if the housing development toward the Discovery Center

is on a well. Mr. Stone said that it is but it is a different well. Vice-Chair Hege asked if there is a potential connection for that. Mr. Stone replied that the engineers have recommended against that; they would rather do that when those services are requested. Further discussion ensued regarding the details of pipe location.

{{Vice-Chair Hege moved to accept the Crestline Construction Company bid for \$274,720.00 with additional work upon discussion with The Dalles Country Club and the approval of the project engineer. Commissioner Brady seconded the motion which passed unanimously.}}

Discussion Item – APHIS Wildlife Management Agreement

Vice-Chair Hege asked if this is the same agreement as previously. Mr. Stone said that it is. Vice-Chair Hege said he understands they have brought on someone new to do this work.

{{Commissioner Brady moved to approve the Cooperative Service Agreement between Wasco County and the Animal & Plant Health Inspection Service and further move to approve the 2023/24 APHIS Work & Financial Plan. Vice-Chair Hege seconded the motion which passed unanimously.}}

Consent Agenda – 6.7.2023 Regular Session Minutes; Reappointments; Sales and Purchase Agreement

Mr. Stone stated that this is the same purchase agreement proposed at the last Board Session. Vice-Chair Hege asked if we have the extra time to complete our due diligence. Mr. Stone said that that work is already underway. Ms. Clark stated that the agreement in the packet is not the final version; language was added to extend the County's time to complete the due diligence work.

{{Commissioner Brady moved to approve the Consent Agenda. Chair Kramer seconded the motion which passed unanimously.}}

Mr. Nichols said he would stay on for the Gorge Commission until everything is resolved. Chair Kramer asked if there is anything of import occurring in the next month. Mr. Nichols said he is not aware of anything; it is really a quiet time.

Commission Call

Commissioner Brady reported that he and Vice-Chair Hege had attended portions of the recent BNSF emergency response exercise. He will try to put together a presentation for a future Commission Call.

Vice-Chair Hege said that the AOC Legislative Committee has had a lot going on; the next meeting of AOC is in Klamath Falls. Chair Kramer noted that the meeting will be available virtually; he plans to attend in person. Commissioner Brady said he would also be attending in person.

Chair Kramer said the NACo conference is next month with all three Commissioners planning to attend. He said we did not get additional funding for fairs but they did pass 3410 which puts \$3 million into grant programs for county fairs showing significant losses due to OHA COVID mandates. He said there are other fair-related legislation pieces will come up at the next legislative session. He said that the new Fair Board is coming together and things are going well.

Commissioner Brady said that Mid-Columbia Community Action Council is about to finish renovation work on the annex which will bring a lot of housing opportunities this fall. He said that he knows that the slow process of the North Central Public Health District decision has been frustrating. They have been working with our Finance Director to have some questions answered. He said he will be encouraging them to move forward in a timely manner.

Chair Kramer adjourned the meeting at 11:05 a.m.

Summary of Actions

MOTIONS

- **To approve the Amended Wasco County Vacation Policy.**
- **To approve Department of Revenue ORMAP IGA DOR-167-23.**
- **To approve Resolution 23-010 declaring a local state of emergency as a result of drought and declaring a ban on the use of fireworks**
- **To approve Orders 23-044 and 23-045 appointing Melissa Alvarado and Heather Bremmer to the Wasco County Board of Property Tax Appeals.**
- **To approve the Resolution 23-007 to increase Fair Fund revenues \$30,000 and increase Fair Fund expense \$30,000.**
- **To approve the Order 23-046 directing the Public Works Director to prepare his report on an approximately 1,000 foot section of Hood River Road, between the Hood River County/Wasco County boundary line and the existing "east" gate, lying just westerly of the driveway entrance to the Doughten/Posner parcel, Tax Lot 600, all located west of Mosier, Oregon, Section 10, Township 2 North, Range 11 East, Willamette Meridian.**
- **To approve ODOT 5310 Grant Agreement #35505 for the provision of transportation to seniors, individuals with disabilities and the general public.**

- **To approve Amendment 1 to the IGA between Mid-Columbia Economic Development District and Wasco County for public transportation under FTA 5310.**
- **To approve the IGA between Mid-Columbia Economic Development District and Wasco County to support the administration of fiscal years 2023-2025 Wasco County Statewide Transportation Improvement Fund Formula Plan.**
- **To approve the 2023/24 Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District.**
- **To accept the Crestline Construction Company bid for \$274,720.00 with additional work upon discussion with The Dalles Country Club and the approval of the project engineer.**
- **To approve the Cooperative Service Agreement between Wasco County and the Animal & Plant Health Inspection Service and further move to approve the 2023/24 APHIS Work & Financial Plan.**
- **To approve the Consent Agenda:**
 - **6.7.2023 Regular Session Minutes**
 - **Sales and Purchase Agreement as revised**
 - **Reappointments:**
 - **Order 23-023 Reappointing David Cooper to Farm Board**
 - **Order 23-024 Reappointing Rich Remington to Farm Board**
 - **Order 23-025 Reappointing Jerry Duling to Farm Board**
 - **Order 23-026 Reappointing Scott Hege to BOPTA**
 - **Order 23-027 Reappointing Chris Schanno to BOPTA**
 - **Order 23-029 Reappointing Anthony Tarnasky to BOPTA**
 - **Order 23-031 Reappointing Debby Jones to Early Learning HUB**
 - **Order 23-032 Reappointing Bill Markham to 15-Mile Watershed Council**
 - **Order 23-033 Reappointing Monte Wasson to 15-Mile Watershed Council**
 - **Order 23-034 Reappointing James Olsen to 15-Mile Watershed Council**
 - **Order 23-035 Reappointing Bill Hammell to 15-Mile Watershed Council**
 - **Order 23-036 Reappointing Merle Keys to 15-Mile Watershed Council**
 - **Order 23-039 Reappointing Mike Foreaker to MCEDD Board**

- **Order 23-040 Reappointing Rita Rathkey to the Public Transportation Advisory Committee**

CONSENSUS

- **For the Public Works Director to move forward with the quote from McCallum Rock Drilling to harvest crushed rock from County rock pits.**

Wasco County
Board of Commissioners

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



AGENDA ITEM

Secure Rural Schools (SRS)

[STAFF MEMO](#)

[FOREST SERVICE PAYMENTS TO STATES](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: US Forest Service Secure Rural Schools (SRS) Allocation Election

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ARTHUR SMITH

DATE: JUNE 27, 2022

BACKGROUND INFORMATION:

SRS payments have been reauthorized by Congress through the Infrastructure Investment and Jobs Act (IIJA). Under the old SRS legislation, counties could choose to receive the actual timber harvest amounts or the SRS payment and at that time counties could elect allocation amounts between SRS Title I, II, and III: Title I - Roads and schools, Title II - Special projects on federal lands, and Title III - County wildfire protection projects, broadband access and emergency services.

Counties can still choose between actual timber cut and SRS, but now the amount of SRS funding a county receives changes the allocation percentages that are allowed and all titles now have a maximum and minimum allowable percentage. Funding distributions are split into three categories: Minor Distributions - Less than \$100,000, Modest Distributions - Between \$100,000 and \$350,000, Major Distributions - More than \$350,000.

Wasco County will receive more than \$350,000 in SRS and is considered a Major Distribution.

Allocation Ranges for Each Title and Distribution

	Minor	Modest	Major
Title I	80%-100%	80%-85%	80%-85%
Title II	0%-20%	15%-20%	13%-20%
Title III	0%-20%	15%-20%	0%-7%

Counties have until July 12, 2023 to submit allocation elections between SRS Title I, II, and III to AOC. AOC will distribute more information on submitting allocation elections when made available by DAS.

Please note the majority of Oregon Counties elect to allocate 85% of their SRS distribution to Title I, a decrease in this percentage would reduce annual road funding.

Wasco County's last election allocation was 85% Title I, 31% Title II, and 2% Title III

For more information visit: <https://or-oaces.org/srs-and-usfs-timber-harvest-payments-election-form-due-in-july/>

FY 2023 Forest Service Payment to States, Public Law 117-58

Election to Receive Payment

Election to Allocate the State Payment

A county's election to receive a payment and to allocate the State payment must be transmitted by the Governor's office or other appropriate executive office of the state such as State Treasurer, on behalf of the Governor. The Forest Service will not accept an election directly from a county or from any non-governmental organization acting on behalf of a county.

Election to Receive Payment

The State must transmit, for each county in which a national forest is situated, the county's election to receive a share of the Secure Rural Schools Act State payment or a share of the State's 25-percent payment based on the 7-year rolling average annual receipts. The State may use this form to transmit county elections to the Forest Service. If the State fails to transmit a county's election by the deadline of August 1, 2023 (midnight, mountain time), the county will be considered to have elected to receive a share of the State payment.

To assist States and counties in making an informed decision between the Secure Rural Schools Act and the 1908 Act Amended payment methods the Forest Service has created a worksheet with estimated payment amounts under both methods. These estimated State Payments are calculated using the formula described in the Act and the currently available data for historic payments, acreage, per capita personal income and assumes all affected counties will elect to receive a share of the State payment. The actual county shares of the State payment will be calculated only for counties that elect to receive a share of the State payment or the county payment (for BLM lands in western Oregon) and will be calculated using the updated acreage and per capital personal income amounts available in the fall of FY2023.

Election to Allocate the State Payment

Each county that elects to receive a share of the State payment must make an additional election to allocate the State payment. The guidelines for making the allocation vary depending on the amount of the county share of the State payment.

- **\$100,000 or less. (Minor distribution)** An eligible county that elects to receive a share of the State payment that is \$100,000 or less (a minor distribution) may elect to use 100-percent of its share for public roads and schools under Title I. **A county that elects to receive a minor distribution must make an affirmative election to use the 100-percent of its share for Title I purposes.** In the alternative, the county may opt to allocate 15-percent to 20-percent of its share to Title II, Title III, or a combination of both. The total percentage allocated to Title II and Title III combined must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government.
- **\$100,001 to \$349,999 (Moderate distribution)** If the county share of the State payment is more than \$100,000 but less than \$350,000, the county must allocate 15-percent to 20-percent of its share to Title II, Title III, or a combination of both. The total percentage allocated to Title II and/or Title III must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government.
- **\$350,000 or greater (Major distribution)** If the county share of the State payment is \$350,000 or greater, the county must allocate 15-percent to 20-percent of its share to Title II, Title III, or a combination of both, except that the allocation for Title III projects may not exceed 7-percent. The total percentage allocated to Title II and Title III combined must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government.

To provide maximum flexibility, projects funded under Title II must be initiated (reviewed and recommended by a resource advisory committee) by September 30, 2025, and Title II funds must be obligated by September 30, 2026. In addition, projects funded under Title III must be initiated by September 30, 2025, and Title III funds must be obligated by September 30, 2026.

An eligible county that fails to elect to allocate its share of the State payment shall be considered to have elected to expend 80-percent of the share for public schools and roads. The remaining 20-percent will be available to the Forest Service to carry out projects in the eligible county to further the purposes of Title II.

Instructions for transmitting county elections.

In the following table, each state and county name are already populated to assist in the preparation of the form.

Enter an X in Column B for each county that elects to receive a share of the State's 25-percent payment (the 7-year rolling average of national forest receipts). Enter an X in Column C for each county that elects to receive a share of the Secure Rural Schools Act State payment.

For each county that elects to receive a share of the Secure Rural Schools Act State payment, refer to the allocation guidelines above and then enter a numerical percentage to indicate the county's allocation of its share of the State payment:

- Column D, enter the percent of county share of State payment to be allocated to public schools and roads;

- Column E, enter the percent of county share of State payment to be allocated to title II, Special Projects on national forests;
- Column F, enter the percent of county share of State payment to be allocated to title III, County Funds for uses authorized under title III;
- Column G, enter the percent of county share of State payment to be returned to the U.S. Treasury, if any:

State Name: <u>Oregon</u>	Election to Receive Payment		Allocation of the Secure Rural Schools Act State Payment				
	25-percent of 7-year rolling average receipts	Secure Rural Schools Act State payment	Percent for Public Schools & Roads (Title I)	Percent for Title II, Special Projects	Percent for Title III, County Funds	Percent to Return to U.S. Treasury	Total of Column D, E, F, G
County Name	For each county enter X in one of the columns below		For each county with an X in Column C, enter a percentage (number) in the columns below, not to exceed 100 total				
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Total
Baker(001)							
Benton(003)							
Clackamas(005)							
Columbia(009)							
Coos(011)							
Crook(013)							
Curry(015)							
Deschutes(017)							
Douglas(019)							
Grant(023)							
Harney(025)							
Hood River(027)							
Jackson(029)							
Jefferson(031)							

State Name: <u>Oregon</u>	Election to Receive Payment		Allocation of the Secure Rural Schools Act State Payment				
	25- percent of 7-year rolling average receipts	Secure Rural Schools Act State payment	Percent for Public Schools & Roads (Title I)	Percent for Title II, Special Projects	Percent for Title III, County Funds	Percent to Return to U.S. Treasury	Total of Column D, E, F, G
County Name	<i>For each county enter X in one of the columns below</i>		<i>For each county with an X in Column C, enter a percentage (number) in the columns below, not to exceed 100 total</i>				
<i>Column A</i>	<i>Column B</i>	<i>Column C</i>	<i>Column D</i>	<i>Column E</i>	<i>Column F</i>	<i>Column G</i>	<i>Total</i>
Josephine(033)							
Klamath(035)							
Lake(037)							
Lane(039)							
Lincoln(041)							
Linn(043)							
Malheur(045)							
Marion(047)							
Morrow(049)							
Multnomah(051)							
Polk(053)							
Tillamook(057)							
Umatilla(059)							
Union(061)							
Wallowa(063)							
Wasco(065)							

State Name: <u>Oregon</u>	Election to Receive Payment		Allocation of the Secure Rural Schools Act State Payment				
	25- percent of 7-year rolling average receipts	Secure Rural Schools Act State payment	Percent for Public Schools & Roads (Title I)	Percent for Title II, Special Projects	Percent for Title III, County Funds	Percent to Return to U.S. Treasury	Total of Column D, E, F, G
County Name	<i>For each county enter X in one of the columns below</i>		<i>For each county with an X in Column C, enter a percentage (number) in the columns below, not to exceed 100 total</i>				
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Total
Washington(067)							
Wheeler(069)							
Yamhill(071)							

****Required Contact Information****

Preparer's name and title:	Preparer's mailing address:
Preparer's phone number:	
Preparer Signature:	Preparer's email:



MOTION

SUBJECT: SRS Allocations

I move to allocate ____% of Wasco County SRS Payment to Title I, ____% to Title II, and ____% to Title III.



AGENDA ITEM

Adoption of Transit Development Plan

[STAFF MEMO](#)

[STAFF PRESENTATIONS](#)

[RESOLUTION 23-009 ADOPTING TRANIST DEVELOPMENT PLAN](#)

[MOTION LANUAGE](#)



July 5, 2023

Wasco County Board of Commissioners
Wasco County Courthouse
511 Washington St., The Dalles OR 97058

RE: Wasco County Transit Development Plan Adoption

Honorable Commissioners,

Mid-Columbia Economic Development District (MCEDD) is the contract public transportation service provider for Wasco County. In that role, MCEDD operates The Link bus service, offering deviated fixed route service in The Dalles; door-to-door, on-demand rides between The Dalles and Dufur; and shopping shuttles to Hood River and to South Wasco County. In 2019, MCEDD accepted a State grant award on behalf of the County to complete a Wasco County Transit Development Plan.

At the April 7, 2021 meeting, the Board approved the grant agreement, authorizing MCEDD to complete a Transit Development Plan (TDP). A TDP evaluates service improvements over the next 20 years and presents transit investment options against available projected program revenue. The improvements include increased bus frequency, expanded service hours, fleet investments, and updated technology. The Plan also helps The Link to be more competitive when applying for grants for these improvements.

Process to Develop the TDP:

MCEDD formed a Project Management Team and Project Advisory Committee. The Project Management Committee and Project Advisory Committee included County staff, in addition to staff from other local governments and local nonprofits. The project team developed a series of technical memoranda providing the building blocks for the plan, addressing existing conditions and performance. As the project progressed, the project team evaluated future conditions and mobility needs/opportunities. The Project Management Team guided the preparation of these technical memoranda in coordination with the Advisory Committee and input from public involvement. These interactions helped guide the development of the Transit Development Plan as well as build necessary consensus and support.

TDP Action Items:

Based on feedback from the process, the plan identifies the following actions:

Short-Term Opportunities:

- Convert The Dalles Red Line from a loop to an out-and-back route and revise the Blue Line to serve future development
- Extend the Intercity Express between The Dalles and Hood River
- Provide additional service to and around South Wasco County

- Update information and technology
- Update vehicle fleet

Medium-Term Opportunities

- New out-and-back route to Madras
- New Out-and-Back Route Connecting Warm Springs Reservation, Madras, Shaniko, and Antelope

Long-Term Opportunities

- Revise the Red Line to Serve Future Development Near the Port
- Create a New Out-and-Back Route Serving Downtown The Dalles
- Enhance the Downtown Transit Stop to a Transit Center

State Rural Transportation Equity Grant

The TDP project was underway in the midst of the COVID pandemic restrictions. Most TDP public involvement in 2021-2022 was virtual. The County Planning Department identified the need for more in-person public involvement prior to County Commission adoption, particularly for vulnerable populations with limited internet access. In August 2022, the County received a Rural Transportation Equity grant from the Oregon Department of Land Conservation and Development to fund this enhanced public involvement.

The County managed the grant in partnership with MCEDD and the State. Grant activities included:

- Engagement with the South Wasco Alliance;
- Interviews with South Wasco County employers;
- Two in-person transportation survey collection events in Wamic and Maupin;
- Consultation with the Confederated Tribes of Warm Springs;
- Interviews with agricultural employers;
- A Spanish-language focus group;
- A postcard mailer to nearly 2,000 postal customers promoting the South Wasco County Shuttle;
- Design and distribution of posters promoting Dial-A-Ride services and the South County Shuttle
- Spanish-language voiceover for MCEDD's travel training videos

Recommendation:

Staff recommends that the Board move to approve Resolution 23-009, adopting the 2023 Wasco County Transit Development Plan as an official plan.

Following Board adoption, MCEDD will implement TDP projects and apply for grants to support service improvements over the next 20 years.

Regards,

Alice Cannon
Long Range/Special Projects Planner
Wasco County Planning Department
541-506-2566 | alicec@co.wasco.or.us

Wasco County Transit Development Plan

Board of County Commissioners

July 5, 2023

Project Purpose

This plan guides efforts to improve the transit experience by providing a strategy for updating, operating, and funding transit in Wasco County for the next 20 years



Project Schedule

1. Researched Existing Conditions – **Spring 2021**
2. Identified Transit Needs – **Summer 2021**
3. Evaluated Future Service Options – **Fall 2021**
4. Proposed Transit Goals, Policies and Service Design – **Winter 2022**
5. Drafted the Plan – **Spring 2022**
6. Participated in Rural Transportation Equity Grant Outreach – **Fall 2022 – Spring 2023**
7. BOCC Adoption – **July 2023**

Outreach and Engagement

- Project Webpage (ongoing updates)
- Stakeholder Outreach Events (7 calls)
- Online/On-board Survey (49 responses)
- Open House (70 website viewers)
- More outreach in 2022/2023 as part of the RTE grant



Vision and Goals



Goal 1: Customer-Focused Services

Provide services that are safe, attractive, and convenient for all riders.



Goal 2: Accessibility and Connectivity

Improve access and connections within and between communities in the county as well as key destinations outside the county.

Vision and Goals



Goal 3: Coordination

Collaborate with public and private partners to maximize services.



Goal 4: Health

Foster public health by increasing use of active travel and improving access to the outdoors, health care, healthy food, and similar healthy places.



Goal 5: Sustainability

Foster environmental, economic, and fiscal sustainability through transit investments.

Needs Summary

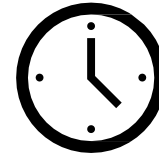
- Needs were identified through:
 - An online and on-board survey
 - Outreach calls
 - A review of other planning processes in the area
 - An analysis of the existing transit system



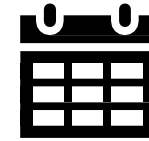
Needs Summary



**Increase
Frequency**



**Extend Service
Hours**



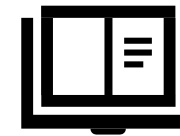
**Increase Weekend
Service**



**Improve Efficiency of
Route Service**



**Update Tools and
Technology**



**Increase Education
and Marketing**



**Improve Bus Stop
Amenities and Access**



Update Vehicle Fleet

Future Service Opportunities

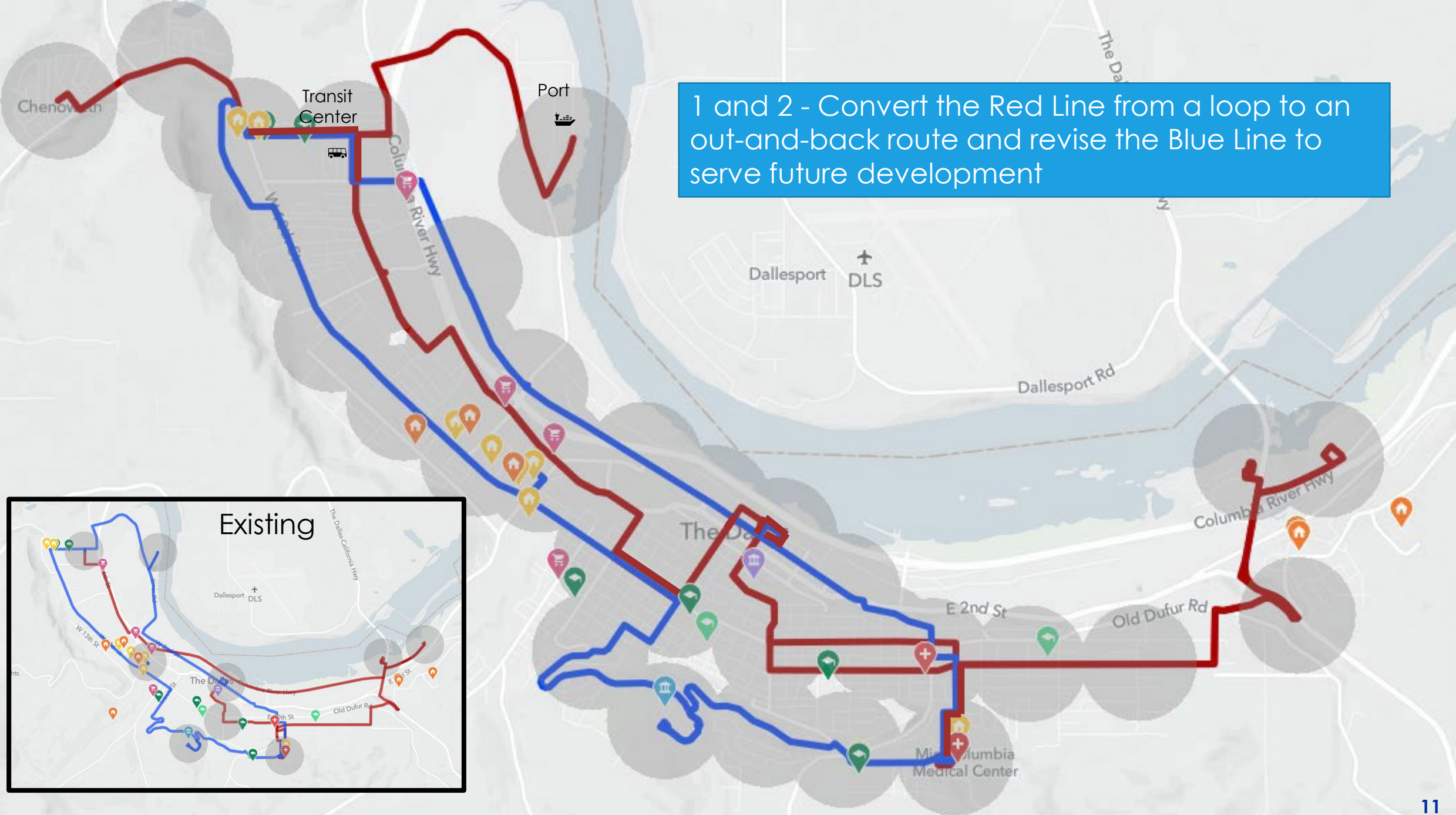
Short-Term Opportunities

Medium-Term Opportunities

Long-Term Opportunities

Short-Term Opportunities

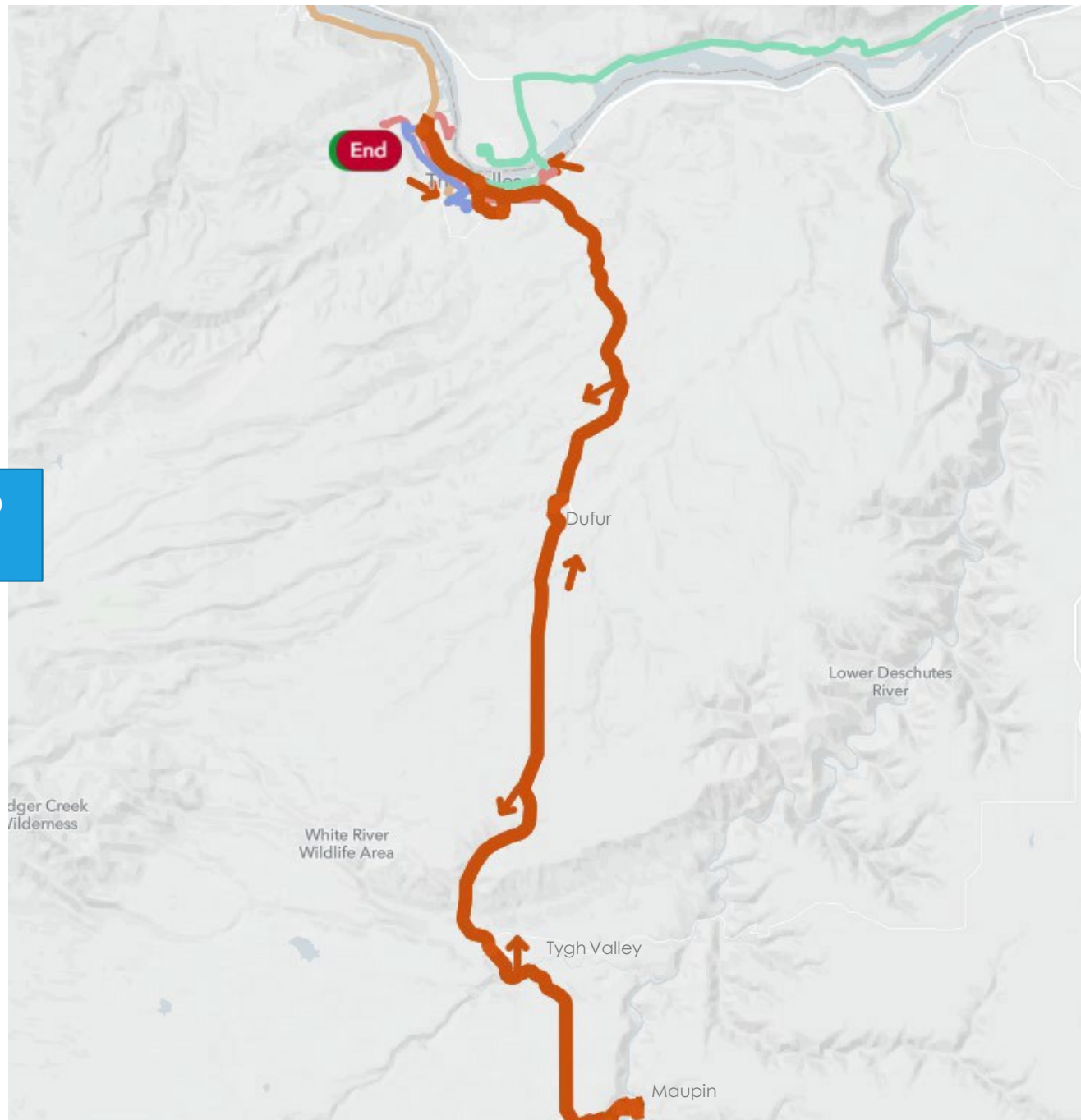
1. Add stops to the Blue Line
2. Convert the Red Line from a loop to an out-and-back route and revise the Blue Line to serve future development
3. Extend the Intercity Express between The Dalles and Hood River
4. Provide Additional Service to and Around South County
5. Update Information & Technology
6. Update Vehicle Fleet





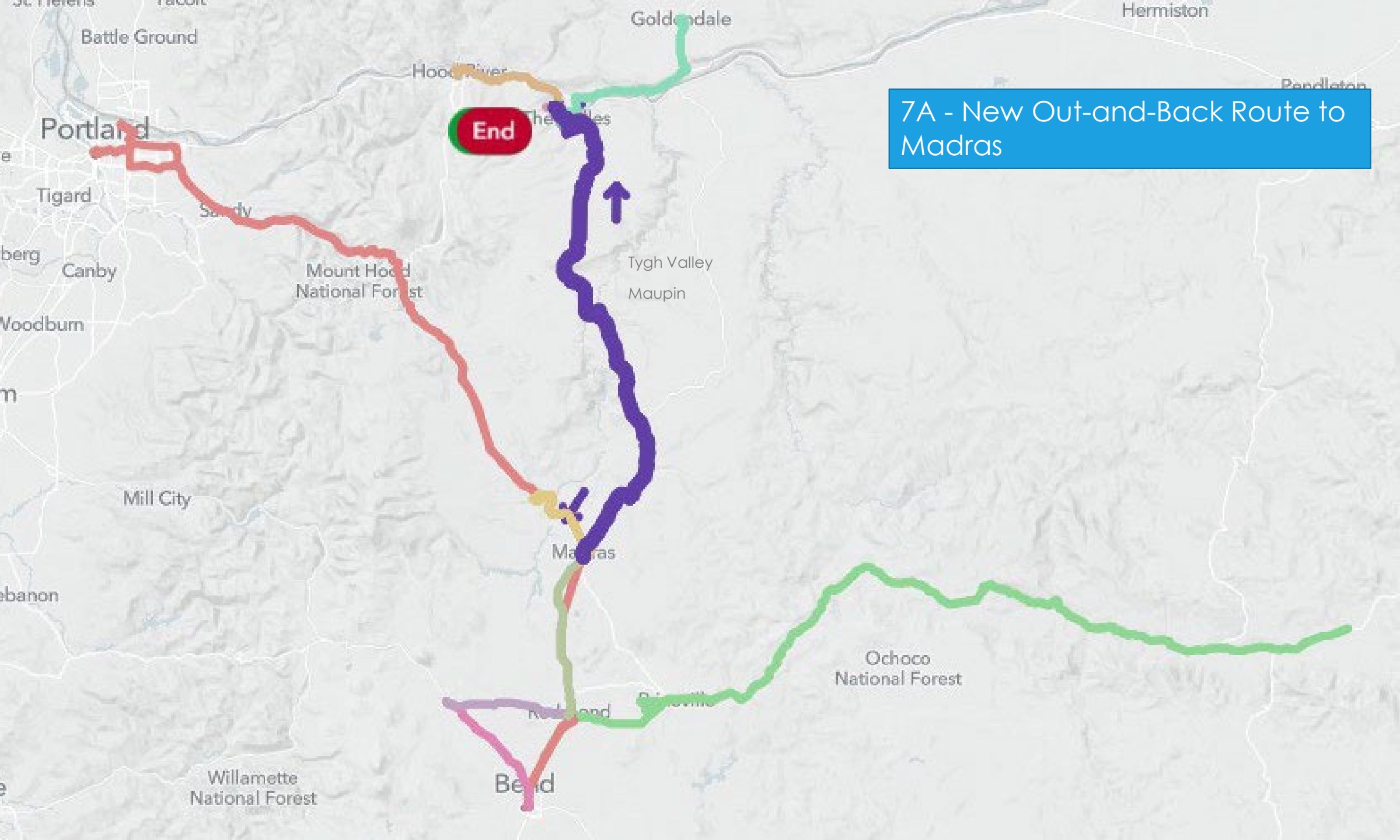
3 - Extend the Intercity Express between The Dalles and Hood River

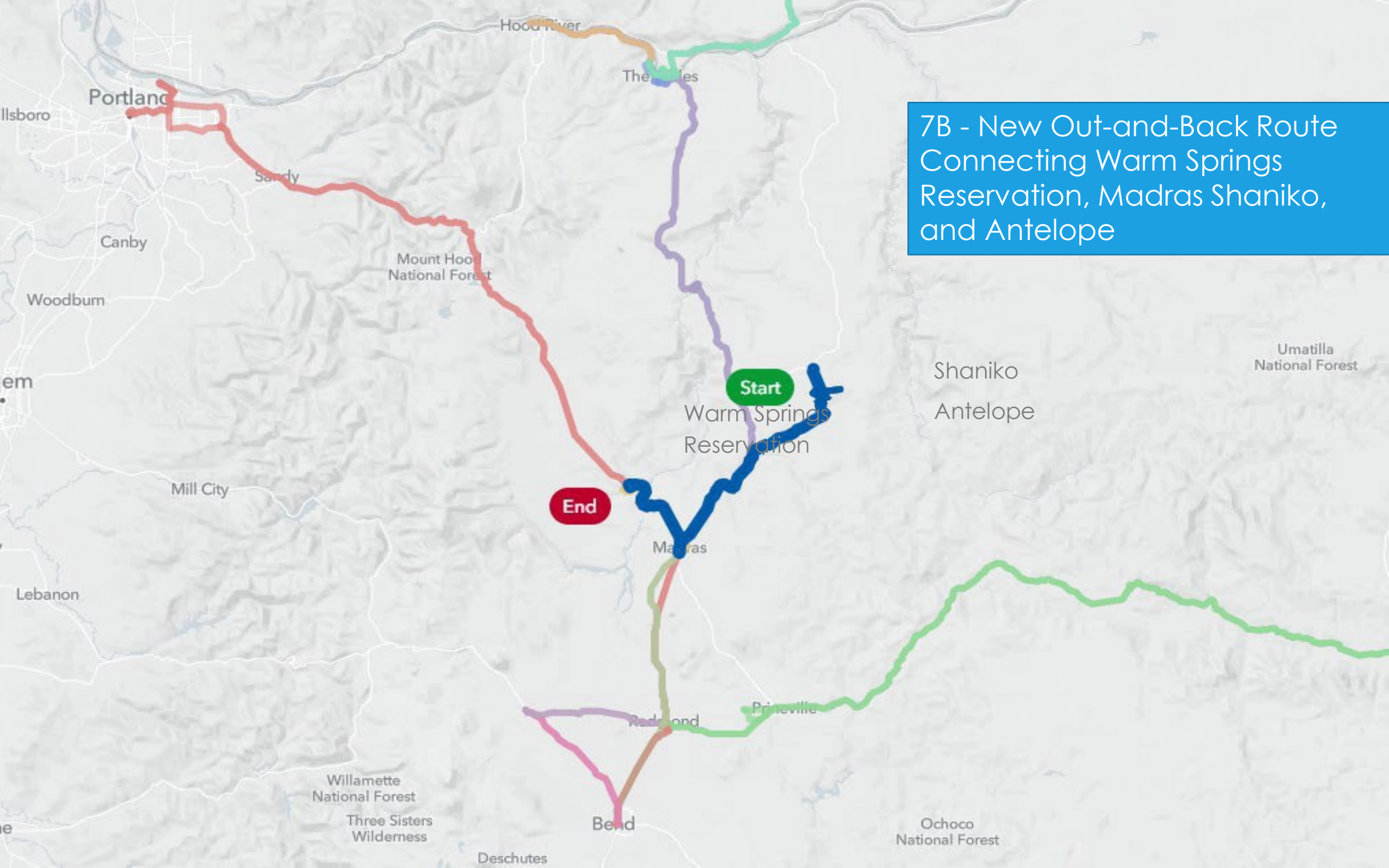
4 - Formalize Out-and-Back Route to Maupin



Medium-Term Opportunities

7. Provide Additional Service to and Around South County
8. Provide Service Enhancements in The Dalles
9. Update Information and Technology
10. Update Vehicle Fleet

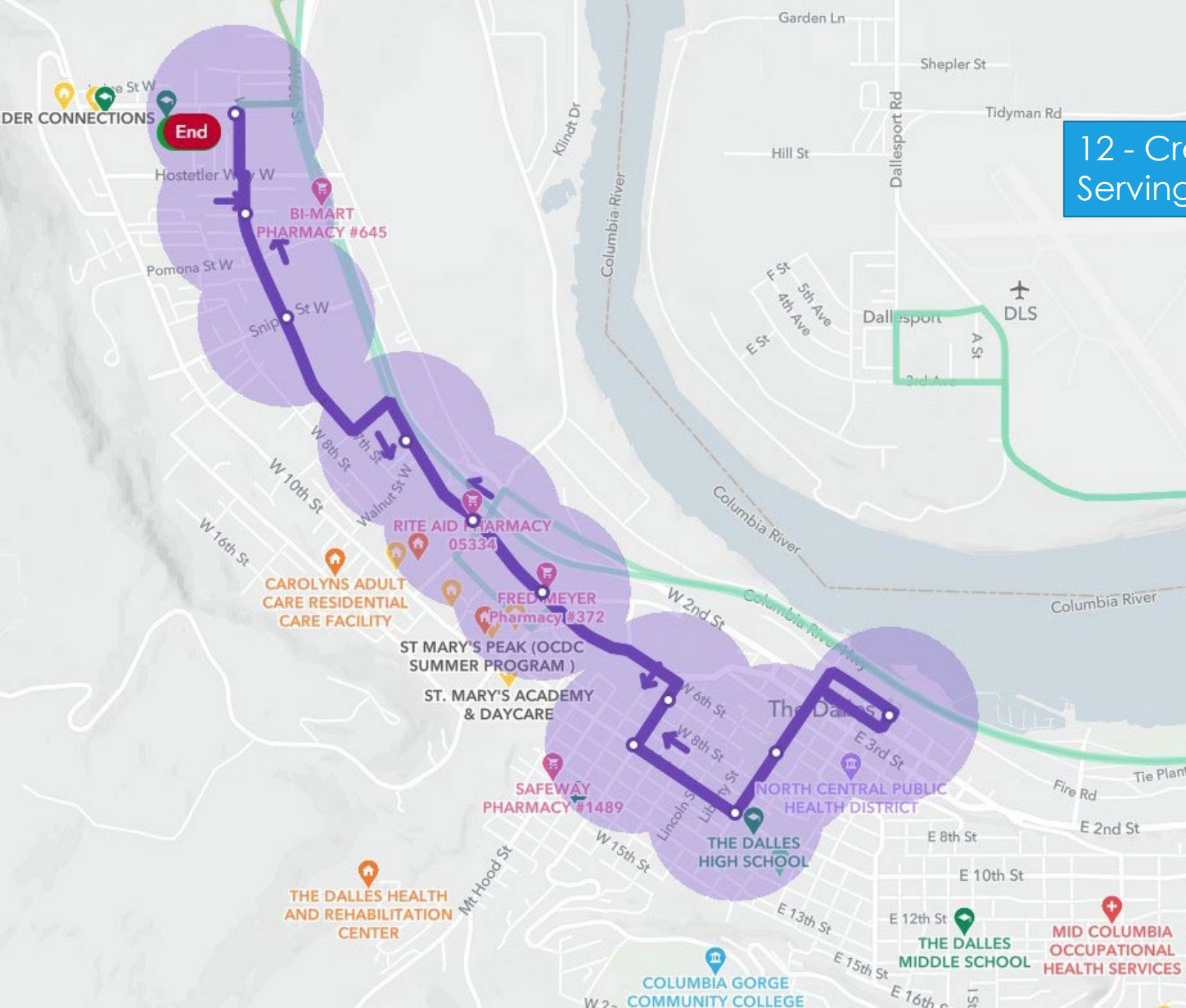




7B - New Out-and-Back Route
Connecting Warm Springs
Reservation, Madras Shaniko,
and Antelope

Long-Term Opportunities

11. Revise the Red Line to Serve Future Development Near the Port
12. Create a New Out-and-Back Route Serving Downtown The Dalles
13. Enhance the Downtown Transit Stop to a Transit Center
14. Provide Service Enhancements in The Dalles
15. Provide Intercity Service Enhancements
16. Update Vehicle Fleet



12 - Create a New Out-and-Back Route Serving Downtown The Dalles

Capital Improvements

Capital Needs	Short-Term	Medium-Term	Long-Term	Unconstrained
Vehicles	Replace 2 Vehicles	Purchase 3 vehicles/3 years	Purchase 3 vehicles/3 years	Additional vehicles will be needed based on the amount of additional service provided
Bus Stops	Construct approximately 25 new bus stops	Construct 1 new stop	Create secondary transit center downtown	--
Electric Charging	Install electric charging infrastructure for fleet conversion			

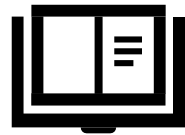
Technology Improvements



- Provide Mobile Apps and Online Trip-Planning Resources

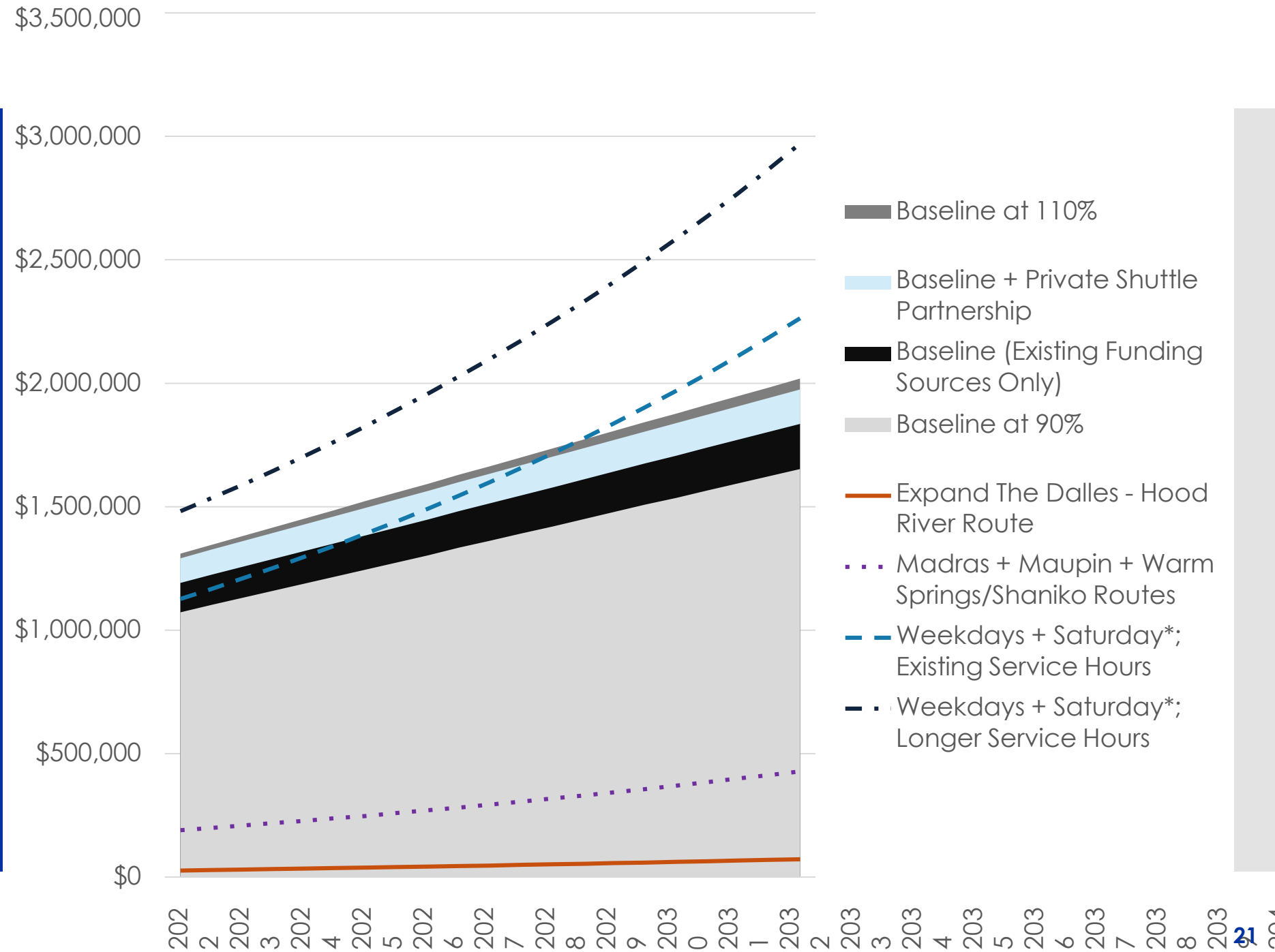


- Provide Real-Time Vehicle Arrival Information

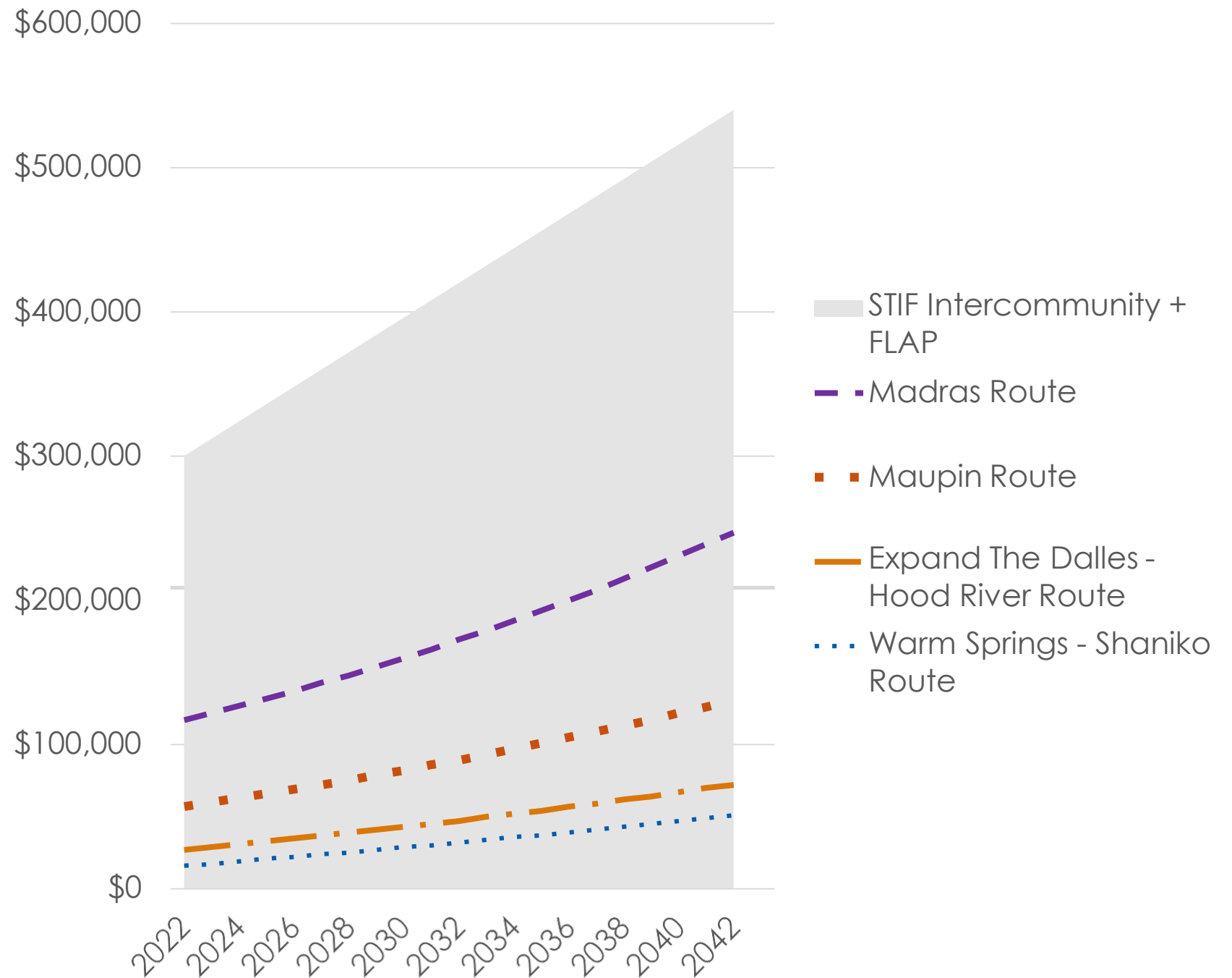


- Increase Education and Support for Purchasing Fares

Fiscally Constrained and Unconstrained Funding



Fiscally Constrained and Unconstrained Funding



Financial Plan



Current Funding

- Under current funding, The LINK can **redistribute** resources and provide minor improvements



Increased Funding

- With additional funding, The LINK can provide **additional** service over longer time periods, greater frequency, and/or more geographic area

Q&A

What questions do you have about the service plans?

What would improve these plans?

What should be explored further?



Partnership between
Wasco County Planning,
MCEDD, and Oregon DLCD



Rural Transportation Equity Grant

July 5, 2023

Project Overview

- **Project Purpose:** Through outreach, research and coordination, learn more the transportation needs of South Wasco County residents and seasonal ag employees around The Dalles. Promote existing transit services and gauge early interest in the The Link's future transit investments.
- Examine how Wasco County and MCEDD can enhance the rural transportation network.
- Funded by a State initiative called the **“Rural Transportation Equity Program.”**

Project Activities

- Interviewed 11 employers and agencies who support seasonal workers.
- Coordinated with Cascades West Transit (in Bend) about their new employee vanpool program, serving Warm Springs.
- Collected transportation surveys at two events in Wamic and Maupin.
- The Next Door, Inc. hosted a Spanish-language focus group on behalf of the project.
- In partnership with MCEDD, promoted transit services at events.



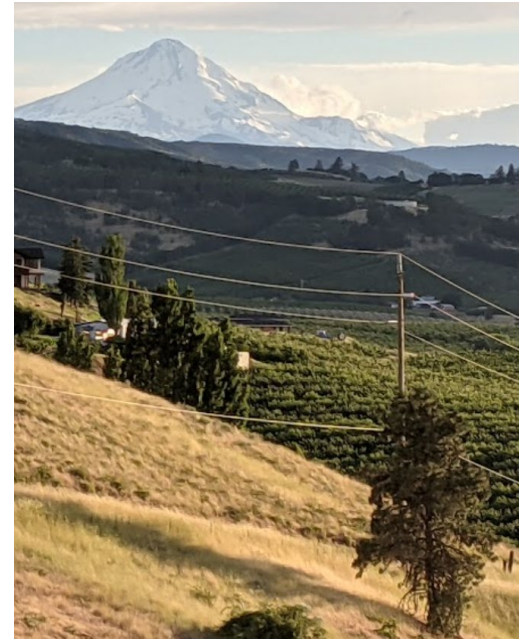
What we learned

- Ski resorts are diversifying into summer recreational activities
- Some employees travel from homes in South Wasco County to the Gov. Camp area for jobs.
- Retaining employees is difficult.
- Reliable transportation is a challenge for South County employees who don't have many travel options.
- Interest in employee vanpools.



What we learned

- Since COVID, trend toward more reliance on workers from the H-2A Temporary Agricultural work visa program.
- Many farmers and employees are unaware of Dial-A-Ride (DAR) services.
- More Spanish-language outreach about DAR and the bus routes would be helpful.
- Build more awareness with the Spanish-speaking community about free or reduced price bus pass opportunities.



Promotions funded by the grant

- MCEDD's travel training videos will be available in Spanish.
- Dial A Ride and South County Shuttle promotions: Posters, fridge magnets, movie theater advertising, and mailed postcards to all South County residents.



Comments or Questions?



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF ADOPTING THE WASCO COUNTY TRANSIT DEVELOPMENT PLAN FOR THE LINK PUBLIC TRANSIT

RESOLUTION #23-009

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

WHEREAS, Wasco County contracts with the Mid-Columbia Economic Development District (MCEDD) to provide intercommunity and demand-response transit service within the county and to regional destinations; and

WHEREAS, MCEDD also receives its own direct grants to provide deviated fixed-route and demand-response transit service in Wasco County; and

WHEREAS, MCEDD contracted with a consultant team, selected through a competitive process, to prepare a Transit Development Plan (TDP) for Wasco County; and

WHEREAS, in April 2021, the consultant team began work on the TDP and was guided by the Project Management Team with members from Wasco County, MCEDD, and the Oregon Department of Transportation (ODOT), as well as by an Advisory Committee with members representing transit in the region, jurisdictions, tribal commissions, health care organizations, and community organizations; and

WHEREAS, the TDP evaluates a program of service improvement alternatives and presents options to pursue over a 20-year plan horizon, including planned service modifications, fleet updates, technology upgrades, and enhanced bus stops; and

WHEREAS, the 2023 TDP establishes ongoing, short-term, medium-term, and long-term recommendations developed to address transportation needs identified in Wasco County and includes goals and policies addressing customer-focused services, accessibility, connectivity, coordination, health, and sustainability that were developed during the planning process; and

WHEREAS, MCEDD coordinated with the County in 2022 and 2023 on a State Rural Transportation Equity grant project to seek targeted transit service feedback from South Wasco County residents and seasonal agricultural employees.

WHEREAS, the TDP is consistent with Oregon Administrative Rule 660-0012-0015(6), requiring public transit agencies to have a public transportation plan for services they provide; and

WHEREAS, the TDP provides policies for inclusion when the County next updates its Transportation System Plan and Comprehensive Plan; and

WHEREAS, County of Wasco adopts the TDP and directs MCEDD to develop, approve, and implement the plan, strategies and any administrative changes to the TDP.

NOW, THEREFORE, BE IT RESOLVED, that the County of Wasco adopts *the Wasco County 2023 Transit Development Plan* as an official plan; and

DATED this 5TH day of July 2023.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Philip L. Brady, County Commissioner



MOTION

SUBJECT: Transit Development Plan

I move to approve Resolution 23-009 adopting the Wasco County Transit Development Plan for the Link public transit.



Kathy Clark <kathyc@co.wasco.or.us>

Rodger's appointment/ extension request?

Krystyna Wolniakowski <krystyna.wolniakowski@gorgecommission.org>

Wed, Jun 28, 2023 at 5:45 PM

To: "kathyc@co.wasco.or.us" <kathyc@co.wasco.or.us>

Cc: Connie Acker <connie.acker@gorgecommission.org>

Hi Kathy

I heard that Wasco County Commissioners tabled the appointment for the Gorge Commission. Is it possible for Rodger to serve until someone else is approved? I am not sure who to ask about this? We have a Gorge Commission meeting in July and would really appreciate having Rodger there if at all possible, even though his term is up at the end of June. Every county uses a slightly different process for appointments to the Commission. However, if a commissioner has an expired term, they usually let them serve until their replacement is selected.

Can you let me know who I should speak to about this request? Thanks!

**Krystyna U. Wolniakowski****Executive Director****Columbia River Gorge Commission**

PO Box 730

White Salmon, WA 98672

509-713-9623

Krystyna.Wolniakowski@gorgecommission.org

www.gorgecommission.org



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE TEMPORARY REAPPOINTMENT OF RODGER NICHOLS TO THE COLUMBIA RIVER GORGE COMMISSION

ORDER #23-047

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

IT APPEARING TO THE COURT: That Rodger Nichols' term on the Columbia River Gorge Commission expired on June 30, 2023; and

IT FURTHER APPEARING TO THE BOARD: that the process for appointing a replacement for Rodger Nichols has extended beyond the expiration date of his appointment; and

IT FURTHER APPEARING TO THE BOARD: that it is in the public interest to have continuous representation on said Commission; and

IT FURTHER APPEARING TO THE COURT: That Rodger Nichols is willing and is qualified to be temporarily reappointed to the Columbia River Gorge Commission as Wasco County's Representative.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Rodger Nichols be and is hereby temporarily reappointed to the Columbia River Gorge Commission as Wasco County's Representative; said term to expire upon the appointment of a new Representative.

DATED this 5th day of July, 2023.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner