

Hood River County is taking steps to limit exposure to and prevent the spread of COVID-19, as such this meeting will be held virtually via Webex. To view and participate in the live meeting you must register prior to joining the meeting. Once you “join” the meeting you will be given the phone number and event/meeting number to use to call in from a phone to listen to the meeting. You may also elect to use the speakers on your device. If you do not have the ability to or do not want to view/participate in the meeting but only listen, you may just call in to listen. **The link to the meeting and phone/event number, for call-in purposes, can be found by visiting the Hood River County website then the Board of Commissioners webpage.** Thank you.

WORK SESSION AGENDA

5:15p.m. Webex Platform

1. COVID-19 Check-In / Update – Commissioners and Staff
2. Update on Policies & Procedures in the Sheriff’s Office – Sheriff Matt English

BUSINESS MEETING AGENDA

6:00p.m. – Webex Platform

I. ADDITIONS OR DELETIONS

II. CONFLICTS OR POTENTIAL CONFLICTS OF INTEREST

III. PUBLIC HEARING(S)

1. Amendment to Hood River Community ID Ordinance #362
RECOMMENDATION: Conduct the second reading of the Ordinance by title only, accept the reading of the title and then conduct the hearing and consider approving the recommended amendments.

IV. PUBLIC COMMENT (3 minutes per person per subject NOT on the agenda)

V. REPORTS – County Administrator, Legal Counsel and Commissioners

VI. WORK SESSION ACTION ITEMS (if any)

VII. CONSENT

- ✓ Approve the minutes from the 8.3.2020 Commissioners work session
- ✓ Approve moving forward with Phase 1.5 of the 911 radio upgrades through ADCOMM for \$364,000 and authorize the County Administrator to sign any needed documents to complete Phase 1.5.
- ✓ Approve a budget adjustment to reallocate funds in personnel services of the Parks budget FY 20/21.

-
- ✓ Approve a budget adjustment resolution to recognize new revenue and related expenditures of \$30,000 from the Oregon Secretary of State's office in the Records & Assessment budget FY 20/21.
 - ✓ Approve closing the Larry timber sale #20-4 and return appropriate bonds.
 - ✓ Approve an Intergovernmental Agreement with Gilliam County for Hood River County to provide Medical Examiner Services retroactively to January 1, 2020, authorizing Chair Oates to sign the Agreement.
 - ✓ Set a quasi-judicial public hearing for September 21, 2020 at 6:00pm, or soon thereafter, to consider an application for a comprehensive plan and zone change.
 - ✓ Declare miscellaneous computer equipment (as documented in the packet) as surplus, authorizing it to be disposed of as allowed in the Administrative Code.
 - ✓ Award the Mouse Trap timber sale #21-6 to the highest bidder: WyEast Timber Services, LLC.

VIII. NEW BUSINESS

Administration

1. Community Energy Resilience Planning Project
RECOMMENDATION: Approve participation in the Project and authorize the County Administrator to sign a Letter Agreement with Energy Trust of Oregon to receive \$75,000 for the project which the County will Contract with Mid-Columbia Economic Development District to administer the grant and serve as Project manager. Also authorize the County Administrator to sign an Intergovernmental Agreement with MCEDD to serve as the Community Energy Resilience Planning Project manager and grant contract administrator.
2. Amendment 3 to Oregon State University Experiment Station Lease
RECOMMENDATION: Approve the third Amendment to the Lease with the Oregon State University Experiment Station extending the term by 10 years to June 30, 2038.
3. Closing Documents for 2480 Dee Hwy
RECOMMENDATION: Approve following through with the purchase of 2480 Dee Hwy adjacent to Tucker Park and authorize Chair Oates or the County Administrator to all necessary closing documents to complete the transaction.

IX. ADJOURNMENT

WORK SESSION

PUBLIC HEARING

REQUEST FOR LEGAL SERVICES

File Number: 17-60 ADM

Date: 06/10/2020

Date Needed: 06/24/2020

Contact: Brian Beebe

Phone #: 541-387-6854

Written Response Requested: Y

Subject: Hood River County Community ID

Background:

The Hood River County Community ID Council requested some changes to the Hood River County Community ID Ordinance. The Hood River County Board of Commissioners heard the requested changes and asked for some additional revisions including elimination of the point system and moving the birth certificate to table B.

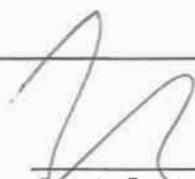
Brian Beebe

Department Head

Response:

Approved As to form.

Date: 6/22/2020


County Counsel's Office

**Summary of Changes Request to HRC Community ID Ordinance
Appendix Tables A, B and C
6/9/20**

At the April 2020 HRC BOC meeting, The Next Door had requested changes to the HRC Community ID Ordinance Appendix, Tables A, B and C to:

- 1) Make the wording relevant to HRC and
- 2) Rectify that the current charts are creating unintended barriers for some of our most underserved community members in accessing the ID card

Changes included deleting documents listed that do not exist in Oregon and recommending that we adopt a similar rule as Oregon DMV requires to prove residency. Please see the attached document "Changes to HRC Community ID Tables text" for more detailed information.

Sheriff English and Police Chief Holste reviewed and are in support of these changes. The ID Advisory Council is in support of these changes. This Council has representatives from Gorge Ecumenical Ministries, the hospital, *Latinos en Acción*, Hood River Growers and Shippers and more. Also, the HRC lawyers had no objections to the requested changes.

At the second reading of the proposed changes at the May 2020 BOC meeting, Commissioners requested that The Next Door eliminate the point system for proof of identity to streamline and simplify the Tables. Commissioners also discussed moving Birth Certificate from Table A to Table B. Attached are is the revised Appendix with Tables based on the Commissioners' requests.

New Version of the Appendix & Tables

APPENDIX

Criteria for Issuing a Community Identification Card.

In reviewing a Community ID application for approval, the administering agent shall determine if there is sufficient proof of identity and residency using the following methodology:

(1) Identity (*Name and Date of Birth*)

Tables A and **B** both set forth documents that may be used to establish identity.

Table A lists various pieces of government-issued identification that include: (A) the individual's legal name; (B) their date of birth; and (C) at least one physiological identifier such as a photo. The documents set forth here are generally considered conclusive evidence of identity.

Table B lists documents that provide evidence of identity but either (A) may not be government-issued or (B) fail to include a date of birth or photo. If a community member does not have documents from Table A, they may provide three documents from Table B to establish identity. At least one of them must have a photo and at least one of them a date of birth. One document could contain both.

To establish identity for the purposes of HRCC Chapter 13.04, the applicant must provide either:

- (1) Government-issued identifying documents from Table A; or
- (2) Three or more documents from Table B with at least one of them with photo and one of them a date of birth.

(2) Residence

Table C lists documents that may be considered to establish residency in Hood River County. To establish residency for the purposes of HRCC Chapter 13.04, the applicant must provide one document set forth in Table C.

Table A

Evidence of Identity
Government-issued identifying documents

One document from this list proves identity.

Unless noted otherwise, **documents must** display an accurate photo of applicant or another physiological identifier which confirms that the document was issued to the applicant. Documents must be current and not expired if they have an expiration date.

Government-issued Passport

U.S. Certificate of Citizenship & Naturalization

Government-issued driver license or ID card

Identifying documents issued by U.S. State Department or Department of Homeland Security (Immigration and Customs Services), such as visas, DACA ID cards, permanent resident card and alien registration cards.

Identifying documents issued by U.S. Department of Defense, a U.S. military branch or the U.S. Coast Guard.

Criminal record check (AFIS)

Oregon/Washington/NORCOR prisoner ID card

Hood River County Community ID Card (renewals only)

Table B**Alternative Evidence of Identity**

If applicant does not have a document from Table A to prove identity, applicant must provide three documents from this Table. At least one of them must have a photo and at least one of them a date of birth. One document could contain both.

Unless noted otherwise, **documents must:**

1. Be expressly issued/addressed to applicant; and
2. Either:
 - (a) have been issued no more than 60 days prior to application OR
 - (b) be currently valid (e.g. Voter's Registration), including documents denoting a permanent status (e.g. Social Security Card, adoption order; military discharge, etc.).

Minors with Government Issued Birth Certificates can utilize their parent or guardian's identity documents instead of two additional documents from Table B.

Expired documents from Table A
Government Issued Birth Certificate
Record, correspondence or bill from a medical provider or institution
Record or correspondence from a federal or state agency (i.e. Department of Homeland Security, Internal Revenue Services, etc.)
U.S. Social Security Card
U.S. Selective Service Card
Government issued Voter's Registration Card
Medicare, Medicaid or other public or private health insurance card
Military discharge or separation documents (DD-214)
U.S. marriage license or divorce decree
Department of Humans Services forms 1-797, I-797A/B or I-797D
Domestic adoption records
Federal or state tax return
Domestic court order establishing/verifying applicant's identity
OR/WA driver's education certificate (applicants age 17 and under)
Employment verification form (1-9)
Notarized declaration of a Hood River County resident
Affidavit of a custodian of records for a local medical, mental health, dental or social services care provider, made under penalty of perjury.
Photo ID issued by a domestic educational institution, trade union or employer
Criminal record check (AFIS) without a photograph
Local property tax statement
Current mortgage contract/payment records
Lease or Sublease
Financial record/statement issued by a domestic financial institution (e.g. checking account, credit card, car loan, 401(k), etc.)
Insurance policy/statement issued by a domestic insurance company
Employment-related tax records (W-2, 1099R)
Employment pay stubs
Cable, phone, utility bill
Record/Diploma/Transcript from domestic educational institution
Immunization registration
Records/Correspondence issued by a domestic public or private agency providing government-funded social services to the public

Table C

Proof of Residency

One document from this list proves residency.

Unless noted otherwise, **documents must:**

1. Expressly identify applicant or, where applicable, the applicant's legally recognized spouse* or minor child**.
2. Indicate applicant/spouse/child is physically residing in Hood River County.
3. Be current for the purposes of establishing residency, as follows:
 - a. Any license, permit, card, title or registration from Table A or B must be current and valid - no expired documents,
 - b. Any lease or sublease from Table B must relate to an existing tenancy,
 - c. Any financial or insurance documents from Table B must relate to a current, existing account or policy,
 - d. All other documents must be either:
 - i. permanent/perpetual in nature (e.g. court order; adoption records; military discharge); or
 - ii. issued no less than 60 days prior to application.

*Relationship to spouse must be established by government-issued marriage license or court order.

**Relationship to minor child must be established by government-issued Birth Certificate or court order, including but not limited to order of adoption or guardianship documentation.

MINORS: Proof of residency in the County can be accepted from parent or guardian as required in Tables, or a letter from the Hood River County School District addressed "To the parents of [student's name] with physical address in the County.

PEOPLE EXPERIENCING HOUSELESSNESS: May use a descriptive address such as "under Hwy 84 bridge at exit 62". If use such an address, must also provide proof of a P.O. Box or a letter from a local or state service agency that shows applicant is receiving services in Hood River County.

Any applicable document listed in Tables A or B that expressly states the applicant's current local address, provided document is "current" under this section/table

Oregon title/registration: vehicle; manufactured home in name of applicant or spouse

Record/Correspondence issued by local educational institution indicating current enrollment of applicant's minor child

Record/Correspondence issued by local medical care provider concerning applicant's minor child

U.S. Postal Service change of address receipt

Local property tax statement in name of applicant's spouse; current mortgage contract/payment records

Lease or Sublease in name of applicant's spouse

Mortgage account/statement in name of applicant's spouse

PROPOSED ORDINANCE BEING CONSIDERED FOR ADOPTION 8.17.2020

BEFORE THE BOARD OF COMMISSIONERS
HOOD RIVER COUNTY, OREGON

IN THE MATTER OF AMENDING ORDINANCE)
362 – COMMUNITY IDENTIFICATION CARD)
PILOT PROGRAM OF CHAPTER 13.04 OF) ORDINANCE NO.
THE HOOD RIVER COUNTY CODE BY)
ADOPTING A NEW ORDINANCE WITH)
AMENDED APPENDIX PAGES)

WHEREAS, many residents of Hood River County lack a valid form of official identification—including immigrants, the indigent, the homeless, the elderly, foster youth, and survivors of domestic violence—which restricts access to law enforcement, financial institutions, jobs, housing, education, healthcare services, social services, and other vital aspects of civic, cultural, and economic life; and

WHEREAS, Hood River County is an increasingly popular destination for recreational travelers and tourists, with an accompanying increased cost of living, and some similarly popular travel destinations offer privileges and benefits to locals to connect residents to businesses and engage a proud citizenry; and

WHEREAS, the 2017 Regional Gorge Community Health Improvement Plan prioritized the strengthening of sense of community as a driver of health and wellbeing, measured by feelings of belonging, safety, and trust; and

WHEREAS, the County desired to create a reliable form of official identification that is available to all residents of the County that will unify the Hood River County community, make it safer and more secure, benefit the local economy, and facilitate participation in public and private county activities and civic life; and

WHEREAS, a community identification card that is available to all residents will strengthen the sense of community, provide access to vital goods and services, increase participation in health and human services, improve reporting of crime and concerns to law enforcement and other public officials, advance community disaster readiness, and make it easier for all residents to participate in local and regional commerce; and

WHEREAS, the County adopted Ordinance 362 - Community Identification Card Program on June 18, 2018 and contracted with a third party to administer and operate the processes in the Ordinance, in compliance with the requirements set forth in this Chapter, at no net cost to the County; and

WHEREAS, individuals who live in a socially connected community with a sense of security, belonging, and trust, have better psychological, physical, and behavioral health, and are more likely to thrive; and

WHEREAS, funds are currently available through private sources to fund a pilot program to license the issuance of Community Identification Cards at little or no additional cost to the County; and

WHEREAS, the County continues to find it is in the best interests of the public health, safety, and welfare of Hood River County that a pilot program be created to make Community Identification Cards available to all residents.

NOW, THEREFORE, IT IS HEREBY ORDAINED, that Hood River County Ordinance No. ____ replaces Hood River County Ordinance 362 as Chapter 13.04 of the Hood River County Code as per the attached.

Adopted this ____ day of _____ 2020.

Hood River County Board of Commissioners

Michael J. Oates, Chair

Karen Joplin, Commissioner

Rich McBride, Commissioner

Robert Benton, Commissioner

Les Perkins, Commissioner

TITLE 13

Chapter 4

COMMUNITY IDENTIFICATION CARD PROGRAM

- 13.04.005 Definitions.
- 13.04.015 Purpose; Limitations.
- 13.04.025 Authority.
- 13.04.035 Administration.
- 13.04.045 Eligibility; Application.
- 13.04.055 Fees.
- 13.04.065 Identification Cards; design and construction.
- 13.04.075 Proof of Identity.
- 13.04.085 Proof of Residency.
- 13.04.087 Examination; Evaluation.
- 13.04.095 Confidentiality.
- 13.04.105 Use of Community Identification Card.
- 13.04.115 Violations.
- 13.04.125 Enforcement.
- 13.04.135 Nonexclusive Penalty.
- 13.04.145 Severability.
- 13.04.155 Sunset.

13.04.005 Definitions

- (1) “Administering Agency” means any county department or third-party contractor designated by the County to administer this Chapter.
- (2) “Applicant” means an individual applying for a Community Identification Card.

- (3) “Board” means the Board of Commissioners of Hood River County.
- (4) “Community Identification Card” or “Community ID” means an identification card issued under this Chapter by Hood River County.
- (5) “County” means Hood River County, Oregon.
- (6) “County Administrator” means the Hood River County Administrator or the administrator’s designee.
- (7) “County Officer” means the county administrator, department head, or other duly authorized county employee.
- (8) “Domestic” means originating in or issued by the United States or a U.S. state, territory or tribe.
- (9) “Government-issued” means issued by:
 - (a) The United States;
 - (b) U.S. state, territory or tribe or political subdivision thereof; or
 - (c) A sovereign foreign government or recognized political subdivision thereof, including but not limited to states, territories, provinces, cities and counties.
- (10) “Identity” means an individual’s legal name and date of birth.
- (11) “Identifying documents” means a government-issued document that states both an individual’s name and date of birth.
- (12) “Pertinent” means specifically relevant or applicable to a determination of one’s identity or residency.
- (13) “Physiological identifier” means a photograph, finger/foot print or other record of distinctive observable characteristics used to describe and differentiate an individual.
- (14) “Resident” means an individual who demonstrates proof of residency within Hood River County pursuant to Section 4 of this Chapter.

13.04.015 Purpose; Limitations

- (1) The purpose of this chapter and the *Hood River Community ID Pilot Program* is to establish a pilot program to provide a form of official personal identification to all Hood River County residents.
- (2) Except as set forth in this Chapter, the County does not otherwise warrant or guarantee:
 - (a) the identity of Community ID cardholders; or
 - (b) against any acts, criminal or otherwise, committed by an individual while possessing or using a Community Identification Card.
- (3) The adoption of the Community ID Pilot Program does not waive any protection or immunity afforded to the County under federal, state, or local law.

13.04.025 Authority

- (1) The County is authorized to license the issuance of Community Identification Cards to residents of Hood River County in accordance with this chapter.
- (2) The authority granted under this chapter shall terminate December 31, 2021, unless specifically extended by ordinance.
- (2) The Board may suspend the Community Identification Pilot Program at its discretion.
- (3) The Board shall suspend the Community Identification Pilot Program if there are insufficient funds available through private sources to adequately fund the pilot program.

13.04.035 Administration

- (1) The County may contract with a third-party administering agency to manage and operate the Community ID program in accordance with this chapter.
- (2) The administering agency shall provide an annual report to the Board on the Community ID Program.

13.04.045 Eligibility; Application

(1) Community ID cards shall be available to individuals who have resided within the limits of Hood River County for at least sixty (60) consecutive days and can provide clear and convincing proof of identity and residency under the provisions of this chapter.

(2) No person shall be denied a Community ID card based on their race, color, religion, gender, sexual orientation, national origin, citizenship status, marital or partnership status, disability, housing status, or criminal record.

(3) To receive a Community Identification Card, a qualified resident may:

(a) Apply to the Community ID program administrator; and

(b) Provide clear and convincing proof, as set forth in this chapter, of the applicant's:

(i) Identity; and

(ii) Residency; and

(c) Pay any applicable fee.

(4) All applicants under this section shall be provided an option under ORS 192.368 to request in writing that their home address, personal telephone number and electronic mail address not be disclosed in response to a public records request (ORS 192.311 to 192.478).

13.04.055 Fees

(1) The County may charge a reasonable fee to issue a Community Identification Card. Fees established pursuant to this chapter shall be incorporated in the Hood River County Fee Schedule and, as such, shall be subject to annual review and amendment.

(2) The County may authorize a third-party administering agency to retain some or all fees collected under this section as consideration and compensation for administering the community ID program.

13.04.065 Identification Cards; Design and Construction

Community Identification Cards shall be designed and constructed:

- (1) To clearly display:
 - (a) The cardholder's full name;
 - (b) A current photograph of the cardholder;
 - (c) The cardholder's date of birth;
 - (d) The cardholder's address;
 - (e) An Identification card number (i.e. serial number);
 - (f) Expiration date; and
 - (g) The official seal of Hood River County.
- (2) In a manner to deter fraud, protect against counterfeit reproduction, and protect the public safety.

13.04.075 Proof of Identity

The following documents and information may be considered evidence of the identity of an applicant for a Community ID Card:

- (1) Certificates, licenses, permits, passports, visas, statements, assessments, tax forms, administrative and court orders and pertinent correspondence issued by an official, department or agency of:
 - (a) The U.S. federal government;
 - (b) A foreign government;
 - (c) Any U.S. state, territorial or tribal government.
- (2) Statements, records, membership or identification cards, contracts or pertinent correspondence issued within 6 months of the application by:
 - (a) An educational institution;
 - (b) A medical service provider;
 - (c) A U.S. financial institution;
 - (d) A U.S. insurance company;

- (e) The applicant's current or former employer;
 - (f) A trade union registered with the U.S. Department of Labor.
- (3) A written declaration, given subject penalty of perjury, from anyone having resided in Hood River County for at least five (5) consecutive years immediately prior to the date of application.

13.04.085 Proof of Residency

- (1) The following documents and information may be considered proof of the residency of an applicant for a Community ID Card:
- (a) All pertinent evidence of identity under Section 13.04.075.
 - (b) Contracts, mortgages, leases, statements, bills or receipts issued by:
 - (i) A mortgage lender;
 - (ii) Landlord; or
 - (iii) Utility service (gas, electric, phone, etc.).
 - (c) Written declarations, given subject penalty of perjury, from:
 - (i) An officer or duly authorized administrator of a non-governmental social services provider confirming that the applicant has received services within the prior sixty (60) days; or
 - (ii) Any person who has lived in the same Hood River County household with an applicant for at least sixty consecutive (60) days prior to the date of application, provided the declarant presents documentation sufficient under this chapter to verify the declarant's own identity and residency.
- (2) Applicants may present a residency credential that lists their spouse or domestic partner's name together with documented proof of their relationship as evidenced by:
- (a) A certificate of marriage, partnership or union;
 - (b) A domestic partnership agreement;

- (c) A birth certificate or child custody order identifying the applicant and partner as the parents of a minor child.

13.04.087 Examination; Evaluation

- (1) The administering agency shall thoroughly examine each ID card application pursuant to the provisions of this chapter and any other applicable law, rule or regulation.
- (2) The administering agency shall only issue cards to Hood River County residents who provide clear and convincing evidence of their identity and residence by satisfying the criteria set forth in Appendix A, incorporated and adopted herein.
- (3) In reviewing documents submitted with any application for an ID card under this chapter, the administering agency shall consider the following factors in determining the document's authenticity and relevance:
 - (a) The identity, nature and purpose of the purported issuer;
 - (b) The relative age of the document;
 - (c) Objective accuracy of the information contained or displayed;
 - (d) Identifying characteristics of known examples of its kind;
 - (e) Physical appearance and condition of document; evidence of alterations or tampering;
 - (f) Supporting documentation (e.g. relevant correspondence, receipts, etc.);
 - (g) Any other material information that is directly relevant to the document's authenticity or relevance.

13.04.095 Confidentiality

- (1) The County shall not copy, record or retain any documents or records provided in support of an application for a Community Identification Card.
- (2) The County shall not disclose personal information or data obtained from an applicant unless:

- (a) Disclosure is required by law; or
 - (b) The applicant provides the County written authority to disclose the information sought, or the applicant's parent or legal guardian if the applicant is a minor.
- (3) Any information disclosed under this Subsection 2 shall be limited to the specific information requested or authorized.

13.04.105 Use of Community Identification Card

- (1) Except where prohibited, the County, its officers, employees, and agents shall accept a duly issued Community Identification Card, as a valid form of identification.
- (2) Third-parties may, at their own discretion:
- (a) Voluntarily accept Community Identification Cards as a form of identification; and
 - (b) Offer benefits and privileges to cardholders.
- (3) Nothing in this section shall require acceptance of a Community Identification Card if there are reasonable grounds to believe:
- (a) The holder or presenter of the card is not the person to whom the Community Identification Card was issued.
 - (b) The card presented is counterfeit, forged, or unlawfully altered.
- (4) A Community Identification Card shall not be considered a valid form of identification for state or federal governmental purposes

13.04.115 Violations

- (1) A person shall be guilty of the civil violation of Fraudulent use of a Community ID if the person, with the intent to deceive or to defraud:
- (a) Obtains, possesses, creates, utters or converts to the person's own use:
 - (i) A false or forged Community ID Card; or
 - (ii) A Community ID Card issued to another person; or

(b) Alters, copies, or replicates a Community Identification Card.

(2) A person shall be guilty of the civil violation of Fraudulent ID Card Application if the person, knowingly provides false information or materials to the Administering Agency in support of an application.

(3) A person shall be guilty of the civil violation of Submitting a Fraudulent Declaration, if the person, knowingly provides false information in a declaration given under Section 13.04.085 in support of a third-party's application for Community Identification Card.

(4) All violations under this chapter shall be a Class II County Violation, subject to a penalty of not more than \$1,000, pursuant to HRCC Chapter 1.08.

13.04.125 Enforcement

Violations under this Chapter shall be enforced pursuant to Chapter 1.08 of the Hood River County Code.

13.04.135 Nonexclusive Penalty

Nothing in this chapter shall limit the authority of the County or the State to pursue any other applicable civil claim or criminal charge. Civil penalties under this chapter may be imposed in addition to other civil or criminal penalties.

13.04.145 Severability

All provisions of this Chapter are severable. If any provision of this Chapter is held to be unlawful or unenforceable by any court of competent jurisdiction, the remainder of this entire Chapter shall remain in full force and effect.

13.04.155 Sunset

The sections, subsections and provisions of this chapter shall extinguish on December 31, 2021, unless specifically extended by ordinance.

APPENDIX

Criteria for Issuing a Community Identification Card.

In reviewing a Community ID application for approval, the administering agent shall determine if there is sufficient proof of identity and residency using the following methodology:

(1) Identity (*Name and Date of Birth*)

Tables A and **B** both set forth documents that may be used to establish identity.

Table A lists various pieces of government-issued identification that include: (A) the individual's legal name; (B) their date of birth; and (C) at least one physiological identifier such as a photo. The documents set forth here are generally considered conclusive evidence of identity.

Table B lists documents that provide evidence of identity but either (A) may not government- issued or (B) fail to include a date of birth or photo. If a community member does not have documents from Table A, they may provide three documents from Table B to establish identity. At least one of them must have a photo and at least one of them a date of birth. One document could contain both.

To establish identity for the purposes of HRCC Chapter 13.04, the applicant must provide either:

- (1) Government-issued identifying documents from Table A; or
- (2) Three or more documents from Table B with at least one of them with photo and one of them a date of birth.

(2) Residence

Table C lists documents that may be considered to establish residency in Hood River County. To establish residency for the purposes of HRCC Chapter 13.04, the applicant must provide one document set forth in Table C.

Table A

Evidence of Identity
Government-issued identifying documents

One document from this list proves identity.

Unless noted otherwise, **documents must** display an accurate photo of applicant or another physiological identifier which confirms that the document was issued to the applicant. Documents must be current and not expired if they have an expiration date.

Government-issued Passport

U.S. Certificate of Citizenship & Naturalization

Government-issued driver license or ID card

Identifying documents issued by U.S. State Department or Department of Homeland Security (Immigration and Customs Services), such as visas, DACA ID cards, permanent resident card and alien registration cards.

Identifying documents issued by U.S. Department of Defense, a U.S. military branch or the U.S. Coast Guard.

Criminal record check (AFIS)

Oregon/Washington/NORCOR prisoner ID card

Hood River County Community ID Card (renewals only)

Table B**Alternative Evidence of Identity**

If applicant does not have a document from Table A to prove identity, applicant must provide three documents from this Table. At least one of them must have a photo and at least one of them a date of birth. One document could contain both.

Unless noted otherwise, **documents must:**

1. Be expressly issued/addressed to applicant; and
2. Either:
 - (a) have been issued no more than 60 days prior to application OR
 - (b) be currently valid (e.g. Voter's Registration), including documents denoting a permanent status (e.g. Social Security Card, adoption order; military discharge, etc.).

Minors with Government Issued Birth Certificates can utilize their parent or guardian's identity documents instead of two additional documents from Table B.

Expired documents from Table A
Government Issued Birth Certificate
Record, correspondence or bill from a medical provider or institution
Record or correspondence from a federal or state agency (i.e. Department of Homeland Security, Internal Revenue Services, etc.)
U.S. Social Security Card
U.S. Selective Service Card
Government issued Voter's Registration Card
Medicare, Medicaid or other public or private health insurance card
Military discharge or separation documents (DD-214)
U.S. marriage license or divorce decree
Department of Humans Services forms 1-797, I-797A/B or I-797D
Domestic adoption records
Federal or state tax return
Domestic court order establishing/verifying applicant's identity
OR/WA driver's education certificate (applicants age 17 and under)
Employment verification form (1-9)
Notarized declaration of a Hood River County resident
Affidavit of a custodian of records for a local medical, mental health, dental or social services care provider, made under penalty of perjury.
Photo ID issued by a domestic educational institution, trade union or employer
Criminal record check (AFIS) without a photograph
Local property tax statement
Current mortgage contract/payment records
Lease or Sublease
Financial record/statement issued by a domestic financial institution (e.g. checking account, credit card, car loan, 401(k), etc.)
Insurance policy/statement issued by a domestic insurance company
Employment-related tax records (W-2, 1099R)
Employment pay stubs
Cable, phone, utility bill
Record/Diploma/Transcript from domestic educational institution
Immunization registration
Records/Correspondence issued by a domestic public or private agency providing government-funded social services to the public

Table C

Proof of Residency

One document from this list proves residency.

Unless noted otherwise, **documents must:**

1. Expressly identify applicant or, where applicable, the applicant's legally recognized spouse* or minor child**.
2. Indicate applicant/spouse/child is physically residing in Hood River County.
3. Be current for the purposes of establishing residency, as follows:
 - a. Any license, permit, card, title or registration from Table A or B must be current and valid - no expired documents,
 - b. Any lease or sublease from Table B must relate to an existing tenancy,
 - c. Any financial or insurance documents from Table B must relate to a current, existing account or policy,
 - d. All other documents must be either:
 - i. permanent/perpetual in nature (e.g. court order; adoption records; military discharge); or
 - ii. issued no less than 60 days prior to application.

*Relationship to spouse must be established by government-issued marriage license or court order.

**Relationship to minor child must be established by government-issued Birth Certificate or court order, including but not limited to order of adoption or guardianship documentation.

MINORS: Proof of residency in the County can be accepted from parent or guardian as required in Tables, or a letter from the Hood River County School District addressed "To the parents of [student's name] with physical address in the County.

PEOPLE EXPERIENCING HOUSELESSNESS: May use a descriptive address such as "under Hwy 84 bridge at exit 62". If use such an address, must also provide proof of a P.O. Box or a letter from a local or state service agency that shows applicant is receiving services in Hood River County.

Any applicable document listed in Tables A or B that expressly states the applicant's current local address, provided document is "current" under this section/table
Oregon title/registration: vehicle; manufactured home in name of applicant or spouse
Record/Correspondence issued by local educational institution indicating current enrollment of applicant's minor child
Record/Correspondence issued by local medical care provider concerning applicant's minor child
U.S. Postal Service change of address receipt
Local property tax statement in name of applicant's spouse; current mortgage contract/payment records
Lease or Sublease in name of applicant's spouse
Mortgage account/statement in name of applicant's spouse

Current Ordinance #362 Adopted June 18, 2018.

BEFORE THE BOARD OF COMMISSIONERS
HOOD RIVER COUNTY, OREGON

IN THE MATTER OF AMENDING THE)
HOOD RIVER COUNTY CODE BY)
ADDING A NEW CHAPTER 13.04 AND) Ordinance No. 362
ESTABLISHING A COMMUNITY)
IDENTIFICATION CARD PILOT PROGRAM)

WHEREAS, many residents of Hood River County lack a valid form of official identification—including immigrants, the indigent, the homeless, the elderly, foster youth, and survivors of domestic violence—which restricts access to law enforcement, financial institutions, jobs, housing, education, healthcare services, social services, and other vital aspects of civic, cultural, and economic life; and

WHEREAS, Hood River County is an increasingly popular destination for recreational travelers and tourists, with an accompanying increased cost of living, and some similarly popular travel destinations offer privileges and benefits to locals to connect residents to businesses and engage a proud citizenry; and

WHEREAS, the 2017 Regional Gorge Community Health Improvement Plan prioritized the strengthening of sense of community as a driver of health and wellbeing, measured by feelings of belonging, safety, and trust; and

WHEREAS, the County desires to create a reliable form of official identification that is available to all residents of the County that will unify the Hood River County community, make it safer and more secure, benefit the local economy, and facilitate participation in public and private county activities and civic life; and

WHEREAS, a community identification card that is available to all residents will strengthen the sense of community, provide access to vital goods and services, increase participation in health and human services, improve reporting of crime and concerns to law enforcement and other public officials, advance community disaster readiness, and make it easier for all residents to participate in local and regional commerce; and

WHEREAS, the County desires and anticipates that the Community Identification Card Program will be administered and operated by a third party, in compliance with the requirements set forth in this Chapter, at no net cost to the County; and

WHEREAS, individuals who live in a socially connected community with a sense of security, belonging, and trust, have better psychological, physical, and behavioral health, and are more likely to thrive; and

WHEREAS, funds are currently available through private sources to fund a pilot program to license the issuance of Community Identification Cards at little or no additional cost to the County; and

WHEREAS, the County finds it is in the best interests of the public health, safety, and welfare of Hood River County that a pilot program be created to make Community Identification Cards available to all residents.

NOW, THEREFORE, IT IS HEREBY ORDAINED, that Hood River County Ordinance No. 362 is adopted as Chapter 13.04 of the Hood River County Code as per the attached.

Adopted this 18 day of June 2018.

HOOD RIVER COUNTY
BOARD OF COMMISSIONERS



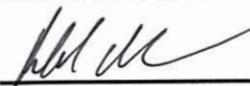
Ron River, Chair



Karen Joplin, Commissioner



Rich McBride, Commissioner



Robert Benton, Commissioner



Les Perkins, Commissioner

TITLE 13

Chapter 4

COMMUNITY IDENTIFICATION CARD PROGRAM

- 13.04.005 Definitions.
- 13.04.015 Purpose; Limitations.
- 13.04.025 Authority.
- 13.04.035 Administration.
- 13.04.045 Eligibility; Application.
- 13.04.055 Fees.
- 13.04.065 Identification Cards; design and construction.
- 13.04.075 Proof of Identity.
- 13.04.085 Proof of Residency.
- 13.04.087 Examination; Evaluation.
- 13.04.095 Confidentiality.
- 13.04.105 Use of Community Identification Card.
- 13.04.115 Violations.
- 13.04.125 Enforcement.
- 13.04.135 Nonexclusive Penalty.
- 13.04.145 Severability.
- 13.04.155 Sunset.

13.04.005 Definitions

- (1) “Administering Agency” means any county department or third-party contractor designated by the County to administer this Chapter.
- (2) “Applicant” means an individual applying for a Community Identification Card.

- (3) “Board” means the Board of Commissioners of Hood River County.
- (4) “Community Identification Card” or “Community ID” means an identification card issued under this Chapter by Hood River County.
- (5) “County” means Hood River County, Oregon.
- (6) “County Administrator” means the Hood River County Administrator or the administrator’s designee.
- (7) “County Officer” means the county administrator, department head, or other duly authorized county employee.
- (8) “Domestic” means originating in or issued by the United States or a U.S. state, territory or tribe.
- (9) “Government-issued” means issued by:
 - (a) The United States;
 - (b) U.S. state, territory or tribe or political subdivision thereof; or
 - (c) A sovereign foreign government or recognized political subdivision thereof, including but not limited to states, territories, provinces, cities and counties.
- (10) “Identity” means an individual’s legal name and date of birth.
- (11) “Identifying documents” means a government-issued document that states both an individual’s name and date of birth.
- (12) “Pertinent” means specifically relevant or applicable to a determination of one’s identity or residency.
- (13) “Physiological identifier” means a photograph, finger/foot print or other record of distinctive observable characteristics used to describe and differentiate an individual.
- (14) “Resident” means an individual who demonstrates proof of residency within Hood River County pursuant to Section 4 of this Chapter.

13.04.015 Purpose; Limitations

(1) The purpose of this chapter and the *Hood River Community ID Pilot Program* is to establish a pilot program to provide a form of official personal identification to all Hood River County residents.

(2) Except as set forth in this Chapter, the County does not otherwise warrant or guarantee:

(a) the identity of Community ID cardholders; or

(b) against any acts, criminal or otherwise, committed by an individual while possessing or using a Community Identification Card.

(3) The adoption of the Community ID Pilot Program does not waive any protection or immunity afforded to the County under federal, state, or local law.

13.04.025 Authority

(1) The County is authorized to license the issuance of Community Identification Cards to residents of Hood River County in accordance with this chapter.

(2) The authority granted under this chapter shall terminate December 31, 2021, unless specifically extended by ordinance.

(2) The Board may suspend the Community Identification Pilot Program at its discretion.

(3) The Board shall suspend the Community Identification Pilot Program if there are insufficient funds available through private sources to adequately fund the pilot program.

13.04.035 Administration

(1) The County may contract with a third-party administering agency to manage and operate the Community ID program in accordance with this chapter.

(2) The administering agency shall provide an annual report to the Board on the Community ID Program.

13.04.045 Eligibility; Application

(1) Community ID cards shall be available to individuals who have resided within the limits of Hood River County for at least sixty (60) consecutive days and can provide clear and convincing proof of identity and residency under the provisions of this chapter.

(2) No person shall be denied a Community ID card based on their race, color, religion, gender, sexual orientation, national origin, citizenship status, marital or partnership status, disability, housing status, or criminal record.

(3) To receive a Community Identification Card, a qualified resident may:

(a) Apply to the Community ID program administrator; and

(b) Provide clear and convincing proof, as set forth in this chapter, of the applicant's:

(i) Identity; and

(ii) Residency; and

(c) Pay any applicable fee.

(4) All applicants under this section shall be provided an option under ORS 192.368 to request in writing that their home address, personal telephone number and electronic mail address not be disclosed in response to a public records request (ORS 192.311 to 192.478).

13.04.055 Fees

(1) The County may charge a reasonable fee to issue a Community Identification Card. Fees established pursuant to this chapter shall be incorporated in the Hood River County Fee Schedule and, as such, shall be subject to annual review and amendment.

(2) The County may authorize a third-party administering agency to retain some or all fees collected under this section as consideration and compensation for administering the community ID program.

13.04.065 Identification Cards; Design and Construction

Community Identification Cards shall be designed and constructed:

- (1) To clearly display:
 - (a) The cardholder's full name;
 - (b) A current photograph of the cardholder;
 - (c) The cardholder's date of birth;
 - (d) The cardholder's address;
 - (e) An Identification card number (i.e. serial number);
 - (f) Expiration date; and
 - (g) The official seal of Hood River County.
- (2) In a manner to deter fraud, protect against counterfeit reproduction, and protect the public safety.

13.04.075 Proof of Identity

The following documents and information may be considered evidence of the identity of an applicant for a Community ID Card:

- (1) Certificates, licenses, permits, passports, visas, statements, assessments, tax forms, administrative and court orders and pertinent correspondence issued by an official, department or agency of:
 - (a) The U.S. federal government;
 - (b) A foreign government;
 - (c) Any U.S. state, territorial or tribal government.
- (2) Statements, records, membership or identification cards, contracts or pertinent correspondence issued within 6 months of the application by:
 - (a) An educational institution;
 - (b) A medical service provider;
 - (c) A U.S. financial institution;
 - (d) A U.S. insurance company;

- (e) The applicant's current or former employer;
 - (f) A trade union registered with the U.S. Department of Labor.
- (3) A written declaration, given subject penalty of perjury, from anyone having resided in Hood River County for at least five (5) consecutive years immediately prior to the date of application.

13.04.085 Proof of Residency

- (1) The following documents and information may be considered proof of the residency of an applicant for a Community ID Card:
- (a) All pertinent evidence of identity under Section 13.04.075.
 - (b) Contracts, mortgages, leases, statements, bills or receipts issued by:
 - (i) A mortgage lender;
 - (ii) Landlord; or
 - (iii) Utility service (gas, electric, phone, etc.).
 - (c) Written declarations, given subject penalty of perjury, from:
 - (i) An officer or duly authorized administrator of a non-governmental social services provider confirming that the applicant has received services within the prior sixty (60) days; or
 - (ii) Any person who has lived in the same Hood River County household with an applicant for at least sixty consecutive (60) days prior to the date of application, provided the declarant presents documentation sufficient under this chapter to verify the declarant's own identity and residency.
- (2) Applicants may present a residency credential that lists their spouse or domestic partner's name together with documented proof of their relationship as evidenced by:
- (a) A certificate of marriage, partnership or union;
 - (b) A domestic partnership agreement;

- (c) A birth certificate or child custody order identifying the applicant and partner as the parents of a minor child.

13.04.087 Examination; Evaluation

- (1) The administering agency shall thoroughly examine each ID card application pursuant to the provisions of this chapter and any other applicable law, rule or regulation.
- (2) The administering agency shall only issue cards to Hood River County residents who provide clear and convincing evidence of their identity and residence by satisfying the criteria set forth in Appendix A, incorporated and adopted herein.
- (3) In reviewing documents submitted with any application for an ID card under this chapter, the administering agency shall consider the following factors in determining the document's authenticity and relevance:
 - (a) The identity, nature and purpose of the purported issuer;
 - (b) The relative age of the document;
 - (c) Objective accuracy of the information contained or displayed;
 - (d) Identifying characteristics of known examples of its kind;
 - (e) Physical appearance and condition of document; evidence of alterations or tampering;
 - (f) Supporting documentation (e.g. relevant correspondence, receipts, etc.);
 - (g) Any other material information that is directly relevant to the document's authenticity or relevance.

13.04.095 Confidentiality

- (1) The County shall not copy, record or retain any documents or records provided in support of an application for a Community Identification Card.
- (2) The County shall not disclose personal information or data obtained from an applicant unless:

- (a) Disclosure is required by law; or
 - (b) The applicant provides the County written authority to disclose the information sought, or the applicant's parent or legal guardian if the applicant is a minor.
- (3) Any information disclosed under this Subsection 2 shall be limited to the specific information requested or authorized.

13.04.105 Use of Community Identification Card

- (1) Except where prohibited, the County, its officers, employees, and agents shall accept a duly issued Community Identification Card, as a valid form of identification.
- (2) Third-parties may, at their own discretion:
- (a) Voluntarily accept Community Identification Cards as a form of identification; and
 - (b) Offer benefits and privileges to cardholders.
- (3) Nothing in this section shall require acceptance of a Community Identification Card if there are reasonable grounds to believe:
- (a) The holder or presenter of the card is not the person to whom the Community Identification Card was issued.
 - (b) The card presented is counterfeit, forged, or unlawfully altered.
- (4) A Community Identification Card shall not be considered a valid form of identification for state or federal governmental purposes

13.04.115 Violations

- (1) A person shall be guilty of the civil violation of Fraudulent use of a Community ID if the person, with the intent to deceive or to defraud:
- (a) Obtains, possesses, creates, utters or converts to the person's own use:
 - (i) A false or forged Community ID Card; or
 - (ii) A Community ID Card issued to another person; or

(b) Alters, copies, or replicates a Community Identification Card.

(2) A person shall be guilty of the civil violation of Fraudulent ID Card Application if the person, knowingly provides false information or materials to the Administering Agency in support of an application.

(3) A person shall be guilty of the civil violation of Submitting a Fraudulent Declaration, if the person, knowingly provides false information in a declaration given under Section 13.04.085 in support of a third-party's application for Community Identification Card.

(4) All violations under this chapter shall be a Class II County Violation, subject to a penalty of not more than \$1,000, pursuant to HRCC Chapter 1.08.

13.04.125 Enforcement

Violations under this Chapter shall be enforced pursuant to Chapter 1.08 of the Hood River County Code.

13.04.135 Nonexclusive Penalty

Nothing in this chapter shall limit the authority of the County or the State to pursue any other applicable civil claim or criminal charge. Civil penalties under this chapter may be imposed in addition to other civil or criminal penalties.

13.04.145 Severability

All provisions of this Chapter are severable. If any provision of this Chapter is held to be unlawful or unenforceable by any court of competent jurisdiction, the remainder of this entire Chapter shall remain in full force and effect.

13.04.155 Sunset

The sections, subsections and provisions of this chapter shall extinguish on December 31, 2021, unless specifically extended by ordinance.

Appendix

Criteria for Issuing a Community Identification Card.

In reviewing a Community ID application for approval, the administering agent shall determine if there is sufficient proof of identity and residency using the following methodology:

(1) Identity (Name and Date of Birth)

Tables A and **B** both set forth documents that may be used to establish identity.

Table A lists various pieces of government-issued identification that include: (A) the individual's legal name; (B) their date of birth; and (C) at least one physiological identifier such as a photo. The documents set forth here are generally considered conclusive evidence of identity.

Table B lists documents that provide evidence of identity but either (A) are not government- issued or (B) fail to include a date of birth or physiological identifier. These documents may be used in combination with a valid birth-certificate or an expired government-issued ID to establish identity under this chapter.

Each document on Tables A & B has been assigned a point value to reflect its relative value as evidence of identity. To establish identity for the purposes of HRCC Chapter 13.04, the applicant must provide either:

(1) Government-issued identifying documents from Table A with a total value of at least 300 points; **or**

(2) Two or more documents from Table B with a combined value of at least 300 points: **Plus**

Either:

(a) a government-issued birth certificate; **or**

(b) an expired government-issued ID from Table A.

(2) Residence

Table C lists documents that may be considered to establish residency in Hood River County. To establish residency for the purposes of HRCC Chapter 13.04, the applicant must provide one document set forth in Table C for a total value of 300 points.

Table A Evidence of Identity Government-issued identifying documents Unless noted otherwise documents other than birth certificates must: Display an accurate photograph of applicant or another physiological identifier which confirms that the document was issued to the applicant. Minors: Government issued Birth Certificate accepted without two additional documents from Table B. Instead, parent must show proof of identity per Tables requirements and match parent listed on Birth Certificate. Or guardian must show proof of identity per Table requirements and guardianship document, with minor's name matching.	Current ID. Currently valid or otherwise issued within prior 5 years.	Outdated ID. No longer valid but issued within prior 5 to 10 years.
Government-issued Passport	300	100
U.S. Certificate of Citizenship & Naturalization	300	N/A
Government-issued driver license or ID card	300	100
Identifying documents issued by U.S. State Department or Department of Homeland Security (Immigration and Customs Services), such as: visas, DACA ID cards, permanent resident cards, and alien registration cards.	300	100
Identifying documents issued by U.S. Department of Defense; a U.S. military branch or the U.S. Coast Guard.	300	100
Criminal record check (AFIS)	300	100
OR/WA/NORCOR prisoner ID card	300	100
Government issued Birth Certificate	300	N/A
Hood River County ID Card (Renewals only)	300	N/A

<p>Table B</p> <p style="text-align: center;">Alternative Evidence of Identity</p> <p>Unless noted otherwise documents must be:</p> <p>(1) Expressly issued/addressed to applicant; and</p> <p>(2) Either:</p> <p style="padding-left: 20px;">(a) Have been issued no more than 60 days prior to application; or</p> <p style="padding-left: 20px;">(b) Be currently valid (e.g. Voter's Registration), including documents denoting a permanent status (e.g. Social Security Card, adoption order; military discharge, etc.).</p> <p>To satisfy this matrix, an applicant must provide:</p> <p>(1) Two or more documents set forth below with a combined value of at least 300 points. Plus</p> <p>(2) Either:</p> <p style="padding-left: 20px;">(a) Birth Certificate; or</p> <p style="padding-left: 20px;">(b) Outdated document from Table A.</p>	Points for Identity
Additional outdated documents from Table A	100
Record, correspondence or bill from a medical provider or institution	100
Record/Correspondence from a federal/state agency (i.e. Department of Homeland Security, Internal Revenue Services, etc.)	100
U.S. Social Security Card	100
U.S. Selective Service Card	100
Government issued Voter's Registration Card	100
Medicare, Medicaid or other public or private health insurance card	100
Military discharge or separation documents (DD-214)	100
U.S. marriage license or divorce decree	100
Department of Humans Services forms 1-797, I-797A/B or I-797D	100
Domestic adoption records	100
Federal or state tax return	100
Domestic court order establishing/verifying applicant's identity	100
OR/WA driver's education certificate (applicants age 17 and under)	100
Employment verification form (1-9)	100
Notarized declaration of a Hood River Co. resident	100
Affidavit of a custodian of records for a local medical, mental health, dental or social services care provider, made under penalty of perjury.	100
Photo ID issued by a domestic educational institution, trade union or employer.	100
Criminal record check (AFIS) without a photograph	100
Local property tax statement	100
Current mortgage contract/payment records	100
Lease or Sublease	100
Financial record/statement issued by a domestic financial institution (e.g. checking account, credit card, car loan, 401(k), etc.)	100
Insurance policy/statement issued by a domestic insurance company	100
Employment-related tax records (W-2, 1099R)	100
Employment Pay stubs	100
Cable, phone, utility bill	100
Record/Diploma/transcript from domestic educational institution	100
Immunization registration	100
Records/Correspondence issued by a domestic public or private agency providing government- funded social services to the public.	100

Table C

Proof of Residency

Unless noted otherwise documents shall not qualify as evidence of residency unless:

- (1) Expressly identify applicant or, where applicable, the applicant's legally-recognized spouse* or minor child**.
- (2) Indicate applicant/spouse/child is physically residing in Hood River County.
- (3) Current for the purposes of establishing residency, as follows:
 - (a) Any license, permit, card, title or registration from Table A or B must be current and valid; no expired documents;
 - (b) Any lease or sublease from Table B must relate to an existing tenancy.
 - (c) Any financial or insurance documents from Table B must relate to a current, existing account or policy.
 - (d) All other documents must be either: (i) permanent/perpetual in nature (e.g. court order; adoption records; military discharge); or (ii) issued no less than 60 days prior to application.

*relationship to spouse must be established by government-issued marriage license or court order.

** relationship to minor child must be established by government-issued birth certificate or court order, including but not limited to order of adoption, and guardianship documentation.

To satisfy this matrix, an applicant must provide one document from this table.

Minors: Proof of residency in the County can be accepted from parent or guardian as required in Tables, or a letter from the Hood River County School District addressed "To the parents of [student's name]" with physical address in the County.

Any applicable document listed in Tables A or B that expressly states the applicant's current local address, provided document is "current" under this section/table.

Oregon title/registration: vehicle; manufactured home in name of applicant or spouse.

Record/Correspondence issued by local educational institution indicating current enrollment of applicant's minor child.

Record/Correspondence issued by local medical care provider concerning applicant's minor child.

U.S. Postal Service change of address receipt.

Local property tax statement in name of applicant's spouse; current mortgage contract/payment records.

Lease or Sublease in name of applicant's spouse.

Mortgage account/statement in name of applicant's spouse.

REPORTS

WORK SESSION ACTION ITEMS

CONSENT ITEMS

Hood River County is taking steps to limit exposure to and spread of COVID-19 (novel coronavirus). *This meeting will be held solely via Webex.* To view the work session live you must register prior to joining the meeting. Once you “join” the meeting you will be given the phone number and event/meeting number if you want to call in from a phone to listen or you can use the speakers on the device you logged into the meeting with to listen in. If you do not have the ability to or do not want to view the meeting live but only listen, you can just call in to the meeting. The link to the meeting and phone/event number, for call in purposes, can be found by visiting the Hood River County website then the Board of Commissioners webpage.

Thank you.

**HOOD RIVER COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA**

August 3, 2020 @ 3:00pm, 601 State Street, Hood River, Oregon

MINUTES

Chair Oates called the work session to order. Present: Commissioner Joplin, Trish Elliott, Health Director, Lisa Davies, Legal Counsel and County Administrator Jeff Hecksel

Discuss COVID-19 Restrictions as Related to Hood River County

Trish as of 2pm today we have 174 cases and 150 released from isolation. Continue to see outbreak activity and sporadic spread – by that she means cases we cannot identify an exposure to. We are looking at new matrix around school reopening for the Fall. One of those has to do with weekly (avg) positivity rates and from the first 3 weeks in July the average weekly rate continues to be 5.53% on average. We need to be below 5 % positivity to look at in school in person instruction and be below 3 cases per week which we have not been at that level for some time. We continue to get more cases and it has not slowed at all.

Oates asked in regard to the average weekly positivity rate are we not doing more testing now than we did before so our positive rates are going to go up?

Trish noted that the stats she has is from the 1st few weeks in July. HRC is now on the watch list from the Governor. She spoke with OHA - and asked for help with more testing because of the lag time with test results and lack of test supplies. Backlog in private labs and sometimes taking 10-14 days to get the results and at that point it is too late to quarantine. We are asking for assistance in getting point of contact for rapid tests and supplies.

McBride asked about the contact tracing burden right now. Trish said we are at about 80 persons per day which is better than where we have been in the past. Staff is doing an amazing job. We have been shifting schedules to allow staff to work on weekends and still have some time off and that seems to be working well.

Joplin – are you seeing any trends for the spread, is it workplace or social gatherings?

Trish stated it feels like the majority is coming from social gatherings outside of work. We have not seen big outbreaks like we did a few months ago and that is encouraging. For some work is probably the safest place to be but we are still seeing sporadic spread. Trish stated another interesting piece is demographics, we have a high rate of Hispanic vs non-Hispanic positivity and it may have to do with the amount of, we are not certain why we are

seeing this, work place outbreak or concentrated testing and outreach but it tends to feel it is a higher burden of disease amongst the Hispanic residences.

Joplin asked if the health dept is receiving calls from community members about calls and complaints on social gatherings. Trish stated they receive a lot of emails and calls about concerns and we follow up on those that are against the facilities that we license and we refer the callers to the appropriate other agencies if we cannot help them. We do get emails about neighborhood parties, BBQ or other gatherings in neighborhoods.

Benton – in regarding to testing what is the average return time. Trish said it varies widely and before last week we would get Providence testing back in 24-48 hours and now with a priority test it is 5-7 days. Another lab it was 5-7 days and now it is 10-14 days and that was last week. We are lucky that one community health has some rapid testing capabilities.

Perkins stated that he was tested and experienced a long wait and found the inconsistency in the length of wait for the tests depending on where you got the test. It was challenging to determine where to go for a test without a referral. What does Trish recommend they share with citizens that may ask where the best place to get tested.

Trish said she recommends contacting your primary care provider. One community health has lost some capacity due to a move and loss of employees. They are going from average 600 to 100 tests a week and so providers are prioritizing their tests and where they are sent depending on symptoms/underlying issues etc. If you do not have a provider or insurance you should go to One Community Health. If you have concerns about an employment exposure Occupational Medicine has some capacity.

Right now, we are having trouble getting follow up testing in a few places that have had outbreaks. We are having to do one test a week until no positive results come back. A lot of the labs are backed up and curtailing the number of tests they are taking in. Starting in Sept all long-term care facility staff and residents must be tested on a monthly basis on going and not sure how that is going to be able to be managed with the number of available tests.

Benton – testing is obviously an issue and is a substantial concern if we are going backward on testing results it impacts our contact tracing and it will be a chain reaction. What do we need in Hood River County?

Trish said that nationwide there is shortage of testing reagents. Since One Community Health is experiencing a staffing shortage she has spoken to their medical director asking if there is a way we can share staff and to look at other providers and we continue to work on that to fill the gap. She posted the question to OHA saying that we need the tests to keep up with the need in our community to not go back to phase one.

Benton asked if there is financial situation that is holding up the tests. Trish does not think it is so much money as it is people and testing supplies. There is shortage nationwide.

Perkins asked if the testing labs are local. Trish said the rapid testing is done at One Community Health and Providence and Interpath have a regional lab they use. When Providence gets overwhelmed they batch specimens and send them to a reference lab in another area. Across the nation they have been testing more people that are not symptomatic or don't have concerns about known exposures but just want to be tested which is sure to be contributing to the shortage. You would think this far in we would be more stable with lab testing.

Benton asked regarding demographics what about age. Trish said more recently we have had a lot of younger people testing positive. Data she has in front of her right now shows an age range of 10-40 yrs of age testing positive. She doesn't have the exact numbers on the data in front of her at this moment but could get that.

Benton was told the city's sewer provider is testing the affluent for COVID and not sure if that is true or how that is going or what sort of results are available.

Trish has not seen that data. Benton asked Hecksel if he could reach out to the city for that data. It would be

interesting to know if there is any increase virus load in the community. Hecksel stated he will reach out to the city to see what he can find out.

Benton asked about hospitalizations. Trish said we have had 3 hospitalizations and no deaths since the beginning. She does not believe anyone is currently hospitalized unless it has occurred today.

Chair Oates – in talking about the demographics and Hispanics vs non-Hispanics is high is that a % of all tests or just high in the Hispanic group? Trish said that is percent of positives in HRC – the percent of Hispanic positivity is higher; it is a bigger portion of the positives we have. We do not know the percent of Hispanic population that has been tested. Feels OHA missed a big opportunity when testing first started they did not require demographic data when testing.

Chair Oates stated that Lynn Burditt, with the USFS is also on and wants to talk about federal openings.

Lynn stated the bi state recreation group meetings have continued. Lynn stated she really wanted to share that most all of the sights have access allowed - we have been delayed looking at things around Multnomah Falls and the lodge itself. The concessionaire has been working hard to meet the guidance for all the areas that are affected at the lodge. A strategy has been identified and looking for input from cities and counties that would be affected. Lynn shared the potential access points into the lodge. The trail would be closed at this time since there is no way to guarantee social distancing. No parking along the historic hwy. They would put in port a potty and washing stations – only parking would be on the I84 lot. They are looking at the lot from Hood River to Portland would remain locked. ODOT is working with Columbia Area Transit that would be able to move the barriers aside to allow CAT to come in but they do not have staff to move the barricades.

The areas that have remained closed post Eagle Creek fire would remain closed at this time.

Lynn asked if the Commissioners had concerns or feedback or particular messaging.

Oates feels that whatever is opened will only be a benefit to Hood River County.

Joplin – feels it will be challenging to get visitors to follow the rules regarding masking etc. The Port of Hood River is dealing with that and it is not going well. Asked if there is going to be staff to help mitigate the crowds, concern about folks not following the regulations.

Lynn stated they have those concerns as well. We will market the opening to say that if folks do not follow the guidelines they will need to close again. Enforcing these things is challenging and they are working with their law enforcement and Multnomah county police as well. Since we have one entry point, we feel that we can manage that and if they refuse to mask, we can deal with that. In the parking lot it will be more of a challenge. We will have staffing there but like everyone that is struggling with enforcement, the priority will be employee safety and we will call law enforcement if needed.

Hecksel provided an update on County Parks and the County Forest as related to COVID and visitors. Tucker Park, a few weeks ago, experience a large surge in day use and parking was a problem. Staff has addressed that by placing no parking signs in non-designated parking areas and this past weekend there were no issues. In regard to use of the County Forest he has received no complaints from users. He has received reports there are people in the forest and acting responsibly. There may be other things happening, but it has not reach his desk yet.

Oates reported on the forest fire on Fir Mountain – noted there appears to be a large party Saturday night and the fire started on his property. The wind is blowing the fire to the east and hopefully it will be stopped soon. There is a lot of air and ground support happening.

Lynn Burditt noted there are 200 people working the fires and the type 3 command took over this morning.

Benton – he is frustrated since we are on the Governors watch list and given the tourism we have we are making it through well and he would like to propose to go back to weekly or every other week meeting to get updates etc., until we are off the watch list and uncomfortable with the possibility of rolling back particularly for the businesses.

Perkins feels it would be helpful from an information perspective. The other agreed.

Hecksel stated that we could continue with the first Monday work session and if needed we can schedule more. Oates feels that is a good idea we would have 2 per month.

Hecksel stated we will have an item on the work session for the Aug 17th meeting to update regarding COVID.

HOOD RIVER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SESSION

Chair Oates moved the Commission into Executive Session per ORS 192.660(2)(i) – performance evaluation at 3:56pm.

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: 8/10/20 **DEPARTMENT:** 911 **NAME:** Erica Stolhand

SUBJECT: Radio Upgrade Project

AUTHORITY: *ORS:* _____ *OAR:* _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

In reference to the recommendations from the ADCOMM study performed in 2014, Hood River 911 is requesting to make the next improvement to the radio system. The total project cost for Phase 1.5 was over \$1,000,000, so we asked Day Wireless to provide a more phased out process that we could continue to improve over time. The proposal includes a 2 channel analog simulcast system at all 5 of the radio sites, a microwave IP back haul between sites and moving the prime site from the Hood River Fire station to the 911 center. The equipment used in this upgrade is able to be used moving forward as the system continues to be upgraded. The radio upgrade project was budgeted for in the 20/21 FY at \$300,000. The project cost came in at \$364,000, there are available funds to cover the overage.

ATTACHMENTS: None 0

FISCAL IMPACT:

\$364,000

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*
HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

Approval to move forward with proposed radio upgrade project.

ADMINISTRATION RECOMMENDATION:

Approve moving forward with Phase 1.5 for improvement to the radio system of the Hood River County 911 at the cost of \$364,000. Authorize the County Administrator to sign all needed agreements, after legal review, related to this phase.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
COPIES TO: _____

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: 07/30/20 **DEPARTMENT:** Public Works **NAME:** Mikel Diwan

SUBJECT: Budget Adjustment FY 20/21 General Fund 101, Parks

AUTHORITY: *ORS:* _____ *OAR:* _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

When departments submitted FY2021 budget requests in February, 2020, a data entry error was made which resulted in funds being inaccurately allocated for the Park Department personnel services category. Now that the budget has been adopted, the Parks budget has funding allocated for positions that are not staffed, and either insufficient or excessive funding for positions that are. This adjustment redistributes funding between the approved Parks positions as it was intended to be submitted. The total appropriation for the Parks personnel services category will not change and does not require any additional funding.

ATTACHMENTS: Resolution

FISCAL IMPACT:

This adjustment redistributes funds already allocated within Parks personnel services and does not require additional funding.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*
HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

Approve the budget adjustment in the General Fund 101 Parks budget as presented.

ADMINISTRATION RECOMMENDATION:

Approve a budget adjustment to reallocate expenditures in the personnel services of the Parks budget FY 20/21.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
 COPIES TO: BF and PW (signed resolution to both)

**BEFORE THE BOARD OF COMMISSIONERS
HOOD RIVER COUNTY, OREGON**

**IN THE MATTER OF A BUDGET)
ADJUSTMENT – FY 20/21 GENERAL)
FUND 101, PARKS DEPARTMENT)**

RESOLUTION # _____

WHEREAS, a data entry error was made when personnel budget requests were submitted by departments for inclusion in the FY20/21 proposed budget; and,

WHEREAS, the error resulted in inadequately appropriating funds for personnel services within the Parks Department budget; and,

WHEREAS, a budget adjustment is required to accurately reflect the personnel service funds needed within the Parks budget for the FY20/21 fiscal year.

THEREFORE, BE IT RESOLVED that the following budget adjustment be made:

		REVENUE		EXPENSE	
		INCREASE	DECREASE	INCREASE	DECREASE
GENERAL FUND 101					
PERSONNEL SERVICES					
OFFICE MANAGER	101-3601-452.12-33				22,857
PARK TECHNICIAN I	101-3601-452.12-51			39,717	
PARK TECHNICIAN II	101-3601-452.12-54				42,485
PARKS & BUILDINGS SUPERVISOR	101-3601-452.12-58			10,814	
PUBLIC WORKS DIRECTOR	101-3601-452.12-90			14,811	

ADOPTED THIS 17th DAY OF AUGUST 2020

Michael J. Oates, Chair

Karen Joplin, Commissioner

Rich McBride, Commissioner

Robert Benton, Commissioner

Les Perkins, Commissioner

**BEFORE THE BOARD OF COMMISSIONERS
HOOD RIVER COUNTY, OREGON**

**IN THE MATTER OF A BUDGET)
ADJUSTMENT – FY 20/21)
GENERAL FUND 101)**

RESOLUTION # _____

WHEREAS, the Records and Assessment Department did not anticipate receiving \$30,000 from the Oregon Secretary of State for election security improvements.

THEREFORE, BE IT RESOLVED that the following budget adjustment be made to accept these funds to purchase recommended election security improvements:

GENERAL FUND 101	ACCOUNT NUMBER	REVENUE		EXPENSE	
		INCREASE	DECREASE	INCREASE	DECREASE
REVENUE	101-4501-334.10-91	\$30,000			
CAPITAL OUTLAY	101-4501-415.70-05			\$30,000	

ADOPTED THIS 17th DAY AUGUST OF 2020

Michael J. Oates, Chair

Karen Joplin, Commissioner

Rich McBride, Commissioner

Robert Benton, Commissioner

Les Perkins, Commissioner

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: July 28, 2020

DEPARTMENT: Forestry

SIGNATURE: Doug Thiesies

SUBJECT: Larry Timber Sale #20-4 Closure

AUTHORITY: ORS

OAR

COUNTY ORD.

BACKGROUND/SUMMARY OF SUBJECT:

Timber Sale requirements have been met and purchaser, High Cascade, Inc. requests closure. Sale was approved on June 28, 2019 with estimated volume of 526 MBF @ \$413.94/MBF for Douglas-fir; and 2 MBF @ \$139.00/MBF for Ponderosa Pine and other conifers. Final volume removed was 583.1 MBF for actual revenue of \$240,295.34.

FISCAL IMPACT- BUDGET LINE ITEM: 406-1802-395.10-90 ACCOUNT BALANCE: \$ 240,295.34

EST. HRS SPENT TO DATE:

EST. COMPLETION DATE:

COMMENTS:

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL FINANCE OTHER AGENCIES ADMIN
HR DEPT APPROPRIATE COUNTY COMMITTEE OTHER

RECOMMENDATION OF THE DEPARTMENT:

Close as requested by purchaser and release all bonding back to purchaser.

ADMINISTRATION RECOMMENDATION/COMMENTS:

Approve closing the Larry timber sale #20-4 and release appropriate bonds as needed.

FOLLOW UP:

ORD/RESO/AGMT/ORDER ETC: ORIGINALS TO R&A AND COPIES TO:

COPIES ALL INFO:

COPIES ARF ONLY:

All Departments

High Cascade Inc.
P.O.Box 415
Carson, WA 98610

July 28, 2020

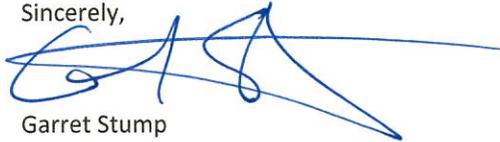
Mr. Doug Thiesies
Hood River County Forestry Dept.
918 18th Street
Hood River, OR 97031

Larry Timber Sale #20-4

Dear Doug,

The final payment has now been made on the Larry Timber Sale #20-4 and all contractual obligations have been completed. We request that the contract now be closed.

Sincerely,



Garret Stump
President

INTERGOVERNMENTAL AGREEMENT FOR MEDICAL EXAMINER SERVICES

This Intergovernmental Agreement for Medical Examiner Services (this "Agreement") is dated July 1, 2020, but made effective for all purposes as of January 1, 2020 (the "Effective Date"), between Gilliam County ("Gilliam"), a political subdivision of the State of Oregon, whose address is 221 S. Oregon Street, Condon, Oregon 97823, and Hood River County ("Hood River"), a political subdivision of the State of Oregon, whose address is 601 State Street, Hood River, Oregon 97031.

RECITALS:

A. ORS 146.065(1) provides, in pertinent part, that each county will have a medical examiner for the purpose of investigating and certifying the cause and manner of deaths requiring investigation. Gilliam does not currently employ a medical examiner. Hood River has a licensed medical provider capable of serving as Gilliam's medical examiner ("ME") and providing necessary ME services for and on behalf of Gilliam.

B. Pursuant to ORS 190.010, units of local government are authorized to enter into intergovernmental agreements with other units of local government for the performance of functions and activities that a party to the agreement, its officers, or agencies have the authority to perform. Subject to the terms and conditions contained in this Agreement, Gilliam and Hood River are entering into this Agreement pursuant to which, among other things, Hood River will provide Gilliam the Services (as defined below).

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations under this Agreement, and for good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Hood River Medical Examiner; Services. Subject to the terms and conditions contained in this Agreement, Hood River's licensed ME is hereby appointed Gilliam's medical examiner during the term of this Agreement. Hood River will provide all necessary and appropriate ME services for and on behalf of Gilliam, including, without limitation, the following (collectively, the "Services"): (a) those ME and related services identified in the attached Schedule 1; and (b) all other necessary or appropriate services customarily provided by a licensed medical examiner in the State of Oregon. Hood River will perform (and cause the ME to perform) the Services subject to and in accordance with applicable federal, state, and local laws, regulations, and ordinances (individually and collectively, the "Laws"). Hood River (and the ME) obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services. Hood River (and the ME) will perform the Services to the best of Hood River's ability, diligently, in good faith, in a professional manner, and consistent with the terms and conditions contained in this Agreement and the Laws. All materials, reports, examinations, and documents prepared by Hood River (and the ME) will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws.

2. Compensation; Reimbursement.

2.1 Hood River Compensation. Subject to the terms and conditions contained in this

Agreement, Hood River will perform the Services at the rate of \$132.00 per hour, which hourly rate includes a 10% administrative fee for Hood River's administrative support. Hood River will submit monthly invoices to Gilliam concerning the Services performed by Hood River during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Hood River (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the applicable fee(s) for performing the Services; and (d) all other information reasonably requested by Gilliam. Gilliam will pay the amount due under each Invoice within thirty (30) days after Gilliam has reviewed and approved the Invoice. No compensation will be paid by Gilliam for any portion of the Services not performed. Gilliam's payment will be accepted by Hood River as full compensation for performing the subject Services.

2.2 No Benefits; Reimbursement. Gilliam will not provide any benefits to Hood River and/or ME. Hood River will be solely responsible for obtaining and providing ME benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Gilliam will reimburse Hood River for twenty-five percent (25%) of all ME training costs (including registration fees) provided the training and associated costs are prior approved by the parties in writing. Gilliam will reimburse Hood River for meals, lodging, and mileage ("Travel Expenses") incurred in connection with ME's travel concerning the Services. Travel Expenses will be reimbursed at the applicable IRS per diem rates concerning services provided in Wasco County, Oregon. Gilliam will reimburse Hood River for costs associated with transport and autopsy of remains.

3. Authority; Insurance; Indemnification

3.1 Authority; Binding Obligation; Conflicts. Each party represents and warrants to the other party the following: (a) the party is duly organized, validly existing, and in good standing under applicable Oregon law; (b) the party has full power and authority to sign and deliver this Agreement and to perform the party's obligations under this Agreement; and (c) this Agreement is the legal, valid, and binding obligation of the party, enforceable against the party in accordance with its terms.

3.2 Insurance; Indemnification.

3.2.1 During the term of this Agreement, Hood River will obtain and maintain the following insurance: (a) general liability insurance for all losses or claims arising out of or related to Hood River's performance of this Agreement (including, without limitation, damages as a result of death or bodily injury to any person or destruction or damage to any property) with limits of not less than \$1,000,000 per occurrence, \$2,000,000.00 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Hood River (ME) in connection with Hood River's (ME's) performance of the Services with limits of no less than \$1,000,000.00 combined single limit; (c) errors and omissions insurance with limits of not less than \$1,000,000.00 per occurrence, \$1,000,000.00 in the aggregate; and (d) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each insurance policy required under this Agreement will be in form and content satisfactory to Gilliam, will list Gilliam and its officers, employees, and agents as additional insureds, and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of Gilliam. Any insurance policy Hood River is required to obtain under this Agreement may not be cancelled without thirty (30) days' prior written notice to Gilliam. Hood River's insurance will be primary and any insurance carried by Gilliam will be excess and noncontributing. Hood River will furnish Gilliam with certificates of insurance (and endorsements) evidencing the insurance coverage (and provisions)

Hood River is required to obtain under this Agreement within ten (10) days after Gilliam's request.

3.2.2 To the fullest extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through ORS 30.300, Hood River will defend, indemnify, and hold Gilliam, and each present and future Gilliam employee, officer, agent, and representative, harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees, resulting from or arising out of, whether directly or indirectly, the following: (a) damage, injury, and/or death to person or property caused directly or indirectly by Hood River (including ME) and/or any Hood River officer, employee, agent, contractor, and/or representative; and/or (b) Hood River's breach and/or failure to perform any Hood River representation, warranty, covenant, and/or obligation contained in this Agreement. Hood River's indemnification obligations provided in this Section 3.2.2 will survive the termination of this Agreement.

4. Term; Termination. The term of this Agreement commenced on the Effective Date and will continue thereafter until terminated in accordance with this Agreement. This Agreement may be terminated at any time by the mutual written agreement of Gilliam and Hood River. This Agreement may be terminated by either party for any reason or no reason by providing the other party thirty (30) days' prior written notice. Within a reasonable period of time after termination of this Agreement (but in no event later than ten (10) days after termination), Hood River will deliver to Gilliam all materials and documentation related to or concerning the Services. Termination of this Agreement will not constitute a waiver or termination of any rights, claims, and/or causes of action the party may have against the other party.

5. Miscellaneous.

5.1 Independent Contractor; Coordination. Hood River is an independent contractor of Gilliam. Subject to the terms and conditions contained in this Agreement, Hood River will be free from direction and control over the means and manner of performing the Services. This Agreement does not create an agency relationship between Gilliam and Hood River and does not establish a joint venture or partnership between Gilliam and Hood River. Gilliam and Hood River will maintain adequate levels of communication to ensure maximum cooperation between the parties.

5.2 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Hood River will not assign this Agreement to any person without Gilliam's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

5.3 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Gilliam County, Oregon. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. If any provisions contained in an attached exhibit, schedule, instrument, document, and/or other attachment conflicts with this Agreement, the provisions of this Agreement will control. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Hood River's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

5.4 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by the parties. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements.

5.5 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and made effective for all purposes as of the Effective Date.

Gilliam:
Gilliam County,
a political subdivision of the State of Oregon

Hood River:
Hood River County,
a political subdivision of the State of Oregon


By: Elizabeth A. Farrar
Its: County Judge

By: _____
Its: _____

Schedule 1
Medical Examiner Services

As Gilliam's medical examiner, Hood River will perform (or cause to be performed) the following Services for or on behalf of Gilliam:

1. Oversee work performed by the Medical-legal Death Investigator, when that service is available through trained law enforcement personnel.
2. Make reasonable efforts to make ME available by phone to advise and coordinate with city, county, and/or state law enforcement personnel.
3. Make ME available to be physically present at crime scenes as necessary and after consultation with Gilliam's District Attorney or Deputy District Attorney.
4. Work with city, county, and/or state law enforcement to ascertain cause of death in designated medical examiner cases set forth in ORS 146.090 ("Designated Medical Examiner Cases").
5. Obtain medical records as needed, and interview family members and others, to ascertain cause of death in Designated Medical Examiner Cases.
6. Assist law enforcement in relaying medical information to family members and others, when appropriate.
7. Complete Medical Examiner Reports and files with the Oregon State Medical Examiner's Office.
8. Work with State Medical Examiner's Office as appropriate.
9. Accurately log all hours spent working on Designated Medical Examiner Cases in County on a monthly basis, and specify the work performed.

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: August 11, 2020 **DEPARTMENT:** Planning **NAME:** Keith Cleveland

SUBJECT: Request to set a date for for a Comprehensive Plan and Zone Change hearing to convert the zoning of a parcel from Exclusive Farm Use (EFU) – Non High Value Farmland to Forest (F-1).

AUTHORITY: *ORS:* _____ *OAR:* _____

COUNTY ORD.: HRCZO Article 72

BACKGROUND/SUMMARY OF SUBJECT:

On November 27, 2019, Trent Weseman, Trout Creek Land Management, LLC, made application for a Comprehensive Plan and Zone Change to convert the zoning of his ~46-acre parcel from Exclusive Farm Use (EFU) – Non High Value Farmland to Forest (F-1).

Staff supported the application in a report sent to the Planing Commission on August 5, 2020. The Planning Commission Hearing is scheduled for August 12, 2020.

FISCAL IMPACT- *Budget Line Item:* _____ *Acct Bal \$* _____

Est. Hrs. Spent to Date: _____ *Est. Completion Date:* _____

Comments:

Fiscal impacts associated with this application are limited to staff time.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*

HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

Staff recommends that the Board of Commissioners schedule a public hearing for September 21, 2020 to consider the application.

ADMINISTRATION RECOMMENDATION:

Approve setting a public hearing to consider a comprehensive plan and zone change request application submitted by Trent Weseman for September 21, 2020 at 6:00pm, or soon thereafter.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A

COPIES TO: County Planning

CE TAGS TO DECLARE SURPLUS

CE000321
CE000508
CE000723
CE000724
CE000726
CE000763
CE000849
CE000886
CE000918
CE000928
CE000929
CE000930
CE000931
CE000932
CE000983
CE001103
CE001122
CE001163
CE001208
CE001303
CE001304
CE001337
CE001364
CE001399
CE001420
CE001423
CE001424
CE001443
CE001472
CE001532
CE001549
CE001610
CE001681
CE002012

Property of
Hood River County
CE001122

Property of
Hood River County
CE001610

PROPERTY OF
HOOD RIVER COUNTY
CE 000886

PROPERTY OF
HOOD RIVER COUNTY
CE 000508

Property of
Hood River County
CE001443

PROPERTY OF
HOOD RIVER COUNTY
CE 000763

PROPERTY OF
HOOD RIVER COUNTY
CE 000849

Property of
Hood River County
CE001532

Property of
Hood River County
CE001549

Property of
Hood River County
CE001364

PROPERTY OF
HOOD RIVER COUNTY
CE 000918

PROPERTY OF
HOOD RIVER COUNTY
CE 000723

PROPERTY OF
HOOD RIVER COUNTY
CE 000724

Property of
Hood River County
CE001303

Property of
Hood River County
CE001681

Property of
Hood River County
CE001304

Property of
Hood River County
CE001472

PROPERTY OF
HOOD RIVER COUNTY
CE 000321

Property of
Hood River County
CE001399

PROPERTY OF
HOOD RIVER COUNTY
CE 000928

PROPERTY OF
HOOD RIVER COUNTY
CE 000726

Property of
Hood River County
CE001163

Property of
Hood River County
CE001424

Property of
Hood River County
CE002012

PROPERTY OF
HOOD RIVER COUNTY
CE 000983

Property of
Hood River County
CE001103

Property of
Hood River County
CE001337

PROPERTY OF
HOOD RIVER COUNTY
CE 000929

PROPERTY OF
HOOD RIVER COUNTY
CE 000930

PROPERTY OF
HOOD RIVER COUNTY
CE 000931

PROPERTY OF
HOOD RIVER COUNTY
CE 000932

Property of
Hood River County
CE001423

Property of
Hood River County
CE001420

Property of
Hood River County
CE001208

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: August 6, 2020

DEPARTMENT: Forestry

SIGNATURE: Doug Thiesies

SUBJECT: Approval of Timber Sale Results of August 6, 2020

AUTHORITY: ORS 275.340

OAR

COUNTY ORD.

BACKGROUND/SUMMARY OF SUBJECT:

Hood River County Forestry Department held a sealed bid Timber Sale on August 6 2020 with the following results:

Mouse Trap Timber Sale #21-6 volumes - DF & WRC 1,547 MBF @ \$523/MBF; PP & LP 114 MBF @\$323.00; and WF & O 397 MBF @ \$423.00/MBF to: WyEast Timber Services, LLC

FISCAL IMPACT- BUDGET LINE ITEM: 406-1802-395.10-90 ACCOUNT BALANCE: \$ 1,013,834.00

EST. HRS SPENT TO DATE:

EST. COMPLETION DATE:

COMMENTS:

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL FINANCE OTHER AGENCIES ADMIN
HR DEPT APPROPRIATE COUNTY COMMITTEE OTHER

RECOMMENDATION OF THE DEPARTMENT:

Approve the sale of:

Mouse Trap T. S. #21-6 to WyEast Timber Services, LLC

ADMINISTRATION RECOMMENDATION/COMMENTS:

Award the Mouse Trap TS #21-6 to the highest bidder: WyEast Timber Services, LLC.

FOLLOW UP:

ORD/RESO/AGMT/ORDER ETC: ORIGINALS TO R&A AND COPIES TO:

COPIES ALL INFO:

COPIES ARF ONLY:

All Departments



Hood River County Forestry Department

918 18th Street, Hood River, OR 97031

Douglas M. Thiesies, County Forest Manager

Telephone (541) 387-6888

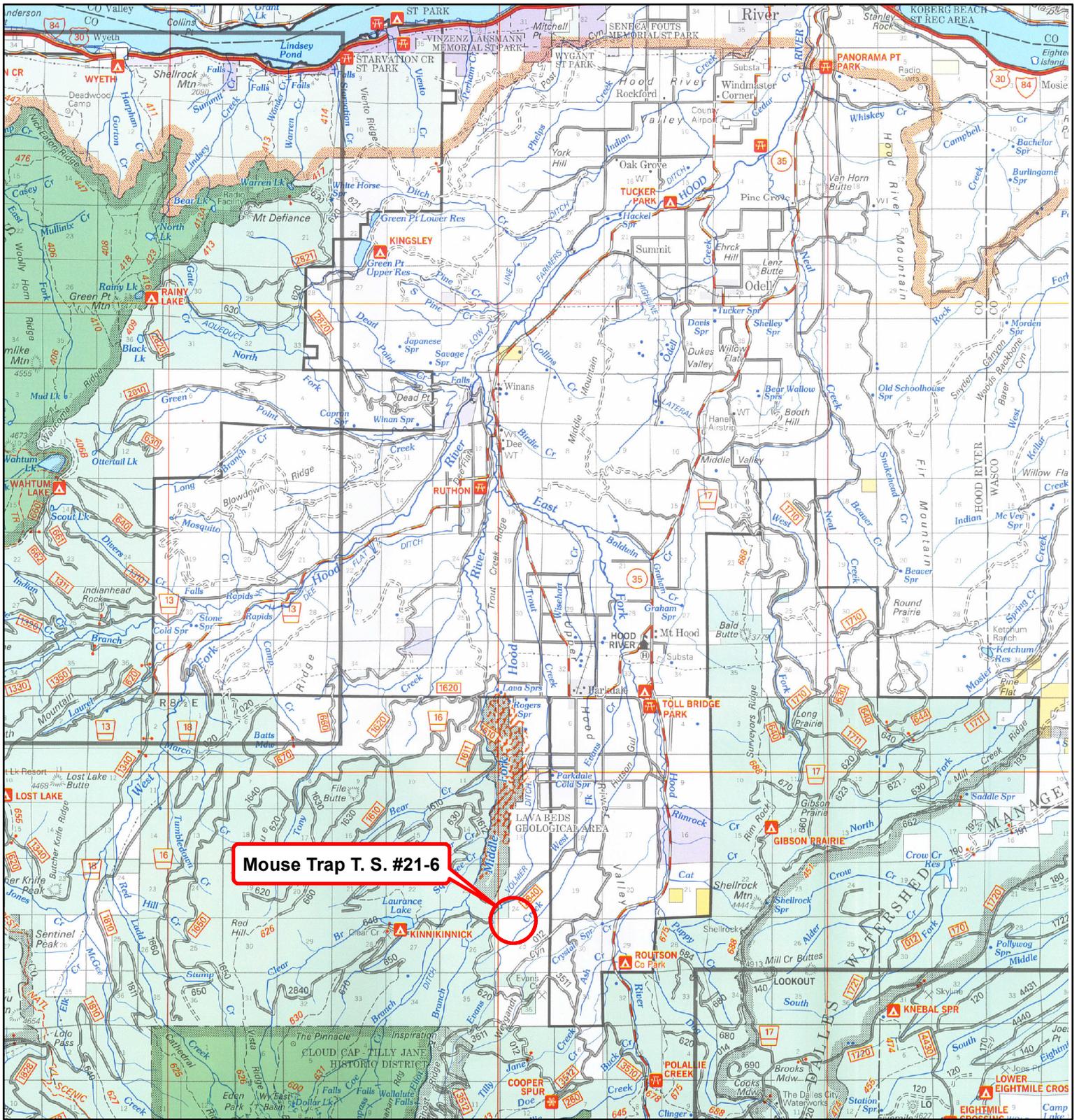
TIMBER SALE SUMMARY

The results of the Hood River County Forestry Department sealed bid timber sale on August 6, 2020 are as follows:

Mouse Trap T. S. #21-6

Expires 12/31/2021

Bidder	Douglas-fir Western Red Cedar	Ponderosa Pine Lodgepole Pine	White Fir & Others	Total
MINIMUM	1547 MBF	114 MBF	397 MBF	2,058 MBF
High Cascade, Inc.	\$349.00	\$170.00	\$229.00	\$650,196.00
Murphy Company	\$504.00	\$170.00	\$354.00	\$939,606.00
Rosboro Lumber Co., LLC	\$541.32	\$170.00	\$229.00	\$947,715.04
WyEast Timber Services, LLC	\$578.17	\$170.00	\$229.00	\$1,004,721.99
	\$523.00	\$323.00	\$423.00	\$1,013,834.00



Mouse Trap T. S. #21-6

HOOD RIVER COUNTY
TIMBER SALE VICINITY MAP
SEALED BID SALE
Sale Date: Thursday, August 6, 2020
County: Hood River, Oregon

Prepared By: Hood River County Forestry Dept.

Disclaimer: This map is intended for general reference only. Hood River County makes every effort to ensure that the data used to produce this map is a true representation. However, the County makes no warranty, expressed or implied, regarding the accuracy or completeness of any information disclosed. The County accepts no liability for any damage or injury caused by the use of this map.

PROPRIETARY INFORMATION: Any resale of this information is prohibited, except in accordance with a licensing agreement.



NEW BUSINESS

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: August 17, 2020 **DEPARTMENT:** Administration **NAME:** Jeff Hecksel

SUBJECT: Community Energy Resilience Planning Project

AUTHORITY: *ORS:* _____ *OAR:* _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

Hood River County staff has been working with the HRC Energy Council and Mid Columbia Economic Development District on the above mentioned project. Please see attached memo from MCEDD for further background information.

ATTACHMENTS: Other 3
FISCAL IMPACT: This grant was not budgeted and will require a budget adjustment. Being the fiscal agent for this grant will require staff time, but no expenditure of funds is anticipated.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*
HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

ADMINISTRATION RECOMMENDATION:

Approve participation in the Project and authorize the County Administrator to sign a Letter Agreement with Energy Trust of Oregon to receive \$75,000 for the project which the County will Contract with Mid-Columbia Economic Development District to administer the grant and serve as Project manager. Also authorize the County Administrator to sign an Intergovernmental Agreement with MCEDD to serve as the Community Energy Resilience Planning Project manager and grant contract administrator.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
 COPIES TO: _____

To: Hood River County Board of Commissioners
From: Marla Harvey, Mid-Columbia Economic Development District Energy Coordinator
Date: August 4, 2020
Re: Hood River County Energy Resilience Contract

Request:

1. Review the proposed contract for the grant funding between Energy Trust of Oregon and Hood River County to support energy resilience.
2. Review the proposed contract to support implementation of this scope through support from MCEDD and the Hood River Energy Council.
3. Approve moving forward with both contracts while providing staff the flexibility to work out the specific time frame and payment schedule with MCEDD and ETO.

Overview

The Hood River Energy Council is working with the Energy Trust of Oregon and the County Emergency Manager to address the growing threats posed by events like a Cascadia Subduction earthquake or public safety power shutoff (PSPS) event, to prepare the community for emerging opportunities, and to achieve shared goals outlined in the Hood River County Energy Plan. ETO is providing funding for a scope of work that would significantly increase the County's ability to define threats related to power outages, prioritize activities to mitigate these impacts, and access funding for projects that increase both community resilience and emergency preparedness.

The proposed \$75,000 contract with the Energy Trust of Oregon to implement this work includes:

- Quantifying the economic impacts of power outages for key business sectors
- Preparing the community to access competitive funding opportunities for energy resilience projects by helping to prioritize projects, collecting data, researching funding opportunities, and solidifying strategies by integrating them into relevant plans and providing easily accessible materials to be considered when plans are updated.

The County has asked Mid-Columbia Economic Development District (MCEDD) to support grant contract administration and project management for the proposed project. Draft agreements between the Energy Trust of Oregon and the County and MCEDD and the County are provided for consideration. Implementing the contract will require modest staff time from Hood River County Emergency Manager to ensure deliverables align with the department's efforts.

Background: Energy Resilience

Hood River County is susceptible to an array of disaster events that are increasing in frequency and severity. Power outages can have significant health, safety, and economic impacts, including

- Transportation: impeding transport as gas stations and EV chargers go offline. Additionally, if the event impacts our transportation system more broadly, regional fuel shortages can make it difficult to run traditional back up power options.
- Emergency Response: telecommunications, 911 services, transportation infrastructure, fire and life response.
- Public Health: Lack of electricity also means lack of interior cooling or heating capacity, which puts vulnerable, elderly and medically fragile populations particularly at risk. It can also impact the use of necessary medical devices for those that are reliant on electricity.
- Food: Food spoilage and interruptions in distribution impact food access.
- Economy: Outages can cost billions in economic losses from business closures, slowing or stopping production, causing deterioration in good and products.

Energy resilience strategies can reduce the damaging impacts of power outages by reducing their duration and/or impact. For example, distributed renewable energy plus storage systems, also known as microgrids, can provide a building or area with continuous, reliable power even when the electric grid goes down. Microgrids can provide heated or cooled shelter, communication resources, food preservation, ongoing access to transportation fuels, and more.

Hood River Energy Plan Implementation: Resilience

This contract is a piece of a larger body of work around energy resilience that the Energy Council has been supporting over the last few years to begin implementation of the Hood River Energy Plan. In addition to this contract, the Energy Council and staff are coordinating with the Energy Trust of Oregon and its consultants on a variety of efforts to benefit Hood River County's energy resilience planning efforts. This work includes but is not limited to:

- Detailed solar + storage analysis of 9 critical sites in Hood River County (part of 22 studies around the state). The feasibility studies will provide the county with information necessary to pursue any funding that may become available for "shovel ready" energy resilience projects like these.
- Mapping data that is important to the community along with utility grid infrastructure to identify locations of vulnerability due to earthquakes or public safety power shutoffs (PSPS). Create a tool to visualize data that can be utilized to support related planning efforts, target Energy Council strategies, and engage partners around potential programming offers focused on community energy resilience and encouraging single site and multi-site microgrid systems.
- A detailed site selection optimization and decision support tool to enable Hood River County to explore opportunities to continue to improve community disaster resilience through strategic spatial planning leveraging the work noted above.

July 20, 2020

Jeff Hecksel, County Administrator
Hood River County
601 State Street
Hood River, Oregon 97031

Subject: Letter Agreement between Energy Trust and Hood River County regarding Community Energy Resilience Planning in Pacific Power Service Territory (ETO Contract #XXXX)

Dear Mr. Hecksel:

This letter agreement ("Agreement") describes the terms and conditions under which Energy Trust of Oregon, Inc. ("Energy Trust") will contribute funding to Hood River County (the "County") for cooperative Community Energy Resilience Planning (the "Project" as further described below and **Exhibit A**).

In 2018, the County adopted the Hood River County Energy Plan that it determined, if implemented, would increase the number of energy efficiency and renewable energy projects which could help the County save on energy costs, become more resilient to rising prices and natural disasters, and create significant environmental and public health benefits.

Energy Trust will provide funding, under this Agreement, to the County to support the strategic implementation of the Hood River County Energy Plan to increase adoption of energy efficiency and renewable energy projects in the Pacific Power service territory in the County and to gain a better understanding of the resilience value provided by energy efficiency and renewable energy installations in Pacific Power service territory in the County. The parties understand that the County will also be performing, under separate contract with the Bonneville Environmental Foundation, similar work for the service territories served by utilities with ratepayers that do not provide funding for Energy Trust. Although the County may perform work under this agreement in coordination with the work it performs under contract with the Bonneville Environmental Foundation, the County shall not use funding from Energy Trust provided pursuant to this Agreement to perform any work to support the strategic implementation of the Hood River County Energy Plan outside the service territory of Pacific Power, to increase adoption of energy efficiency and renewable energy projects outside the service territory of Pacific Power, or to otherwise benefit electricity ratepayers outside of the service territory of Pacific Power.

Energy Trust and the County agree as follows:

1. **Purpose:** The County will perform the roles and responsibilities for the Project as set forth in the attached **Exhibit A**, which is fully incorporated into this Agreement by this reference.
2. **Funding Commitment:** Energy Trust agrees to pay up to \$75,000 (the "Funds") to the County, in accordance with the terms and conditions of this Agreement.
3. **Documentation for Payment:** The County will submit invoices for the Funds amount(s) in accordance with the Payment Schedule set forth in **Exhibit A**. All invoices must be submitted to the attention of accountspayable@energytrust.org, and must reference the Contract Number of this Agreement. Upon receipt of the invoice, Energy Trust will remit payment within thirty (30) days to the County at the remittance address provided by the County.

4. Additional Terms and Conditions:

a. Disclaimer; Limitation of Liability; Taxes; Indemnity. While Energy Trust may provide the Funds in accordance with this Agreement, Energy Trust is not supervising the performance of the Project work, nor is Energy Trust responsible in any way for the completion of that work. The County agrees that Energy Trust's liability to the County in connection with this Agreement is limited to the amounts owed by Energy Trust pursuant to the terms and conditions set forth herein. In no event will Energy Trust be liable, pursuant to this Agreement, to the County or any third party for any other damages, whether characterized as general, special, direct, indirect, punitive, consequential, or otherwise, and the County hereby specifically indemnifies, to the extent it is allowed by law, Energy Trust therefrom. Energy Trust is not responsible for any tax liability which may be imposed as a result of the payment of the Funds and the County hereby specifically indemnifies Energy Trust therefrom. This provision shall survive termination of this Agreement.

b. No Third Party Beneficiaries; Governing Law. This Agreement is solely for the benefit of the County and Energy Trust. It does not grant any other party any rights of any kind. Any disputes arising in connection with this Agreement will be governed by Oregon law, without reference to its principles of conflict of law. The exclusive jurisdiction for resolution of such disputes will be Oregon. This provision shall survive termination of this Agreement.

c. Term/Survival. This Agreement will terminate as of December 31, 2020. Upon termination, the rights and obligations of the parties under this Agreement will end, and neither party will have any claim against the other; provided however, that identified provisions will survive termination of this Agreement.

d. Integration; Amendment; Interpretation. This Agreement supersedes all other agreements between the parties regarding the subject matter and contains their entire understanding as to its subject matter. No amendment to this Agreement will be effective unless it is in writing and duly executed by authorized representatives of the parties. This Agreement is the result of negotiations between the parties and shall be deemed to be the product of each party hereto, and there shall be no presumption that an ambiguity should be construed in favor of or against Energy Trust or the County solely as a result of such party's actual or alleged role in the drafting of this Agreement. Each of the individuals signing this Agreement represents and warrants that he or she has been properly authorized to enter into this Agreement.

If the foregoing correctly sets forth the understanding between us with respect to Energy Trust's contribution of the Funds, please arrange for the execution of this Agreement on behalf of the County, and return a fully executed copy to Energy Trust.

Thank you very much, and we look forward to working with the County on this effort.

Regards,
ENERGY TRUST OF OREGON, INC.

Michael Colgrove, Executive Director

Date

Accepted and Agreed:

HOOD RIVER COUNTY:

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENTS: Exhibit A, Project Description and Payment Schedule

EXHIBIT A

Project Description and Payment Schedule

Tasks

Hood River County (County), its designee, or contractor shall conduct:

- Regular coordination meetings, scheduled in consultation with Energy Trust staff, to support the strategic implementation of the Hood River County Energy Plan in order to increase adoption of energy efficiency and renewable energy projects and to gain a better understanding of the resilience value provided by energy efficiency and renewable energy installations.
- Data collection support (as necessary) to ensure Energy Trust is able to collect information required to support the deliverables set forth below

Deliverables

County, its designee, or contractor shall:

- Create a workplan that outlines the tasks that will be accomplished under the Agreement along with associated timing.
- Document challenges, successes, and any templates associated with this effort
- Present on relevant work at Oregon Solar Energy Conference
- Present on relevant work at an Energy Trust Renewable Advisory Council (RAC)
- Provide spreadsheet of hourly renewable energy generation data over at least one year for at least one hydropower facility.
- Deliver a Critical Facility Prioritization Report which will define critical facility and criteria for prioritization of critical facilities in Hood River County
- Deliver a Value of Energy Resilience Outline which will identify the information that must be collected in order to define the value of energy resilience for industry sectors critical to the economic vitality of the county by quantifying the cost of a 3-hour, 3-day and 2-week electricity outage. This outline will provide anecdotal examples of the value of energy resilience to at least five critical industry sectors.
- Deliver an Energy Resilience Funding Report which will include a list of potential funding resources for energy resilience planning and projects that incorporate energy efficiency and/or renewable energy.
- Identify and document the opportunities and potential value of incorporating energy resilience strategies and actions into the Community Wildfire Protection Plan (CWPP), Regional Comprehensive Economic Development Strategy (CEDS), County Natural Hazard Mitigation Plan (NHMP), and County Emergency Operations Plan (EOP)
- As needed, support development of a Public Safety Power Shutoff (PSPS) annex to the -EOP
- As needed, support the County emergency manager in writing grant applications to secure funding for energy resilience projects

Payment Schedule

- \$25,000 – invoiced upon contract signing
- Four payments of \$10,000 each – invoiced monthly with documentation of progress toward deliverables
- \$10,000 – upon Energy Trust's determination, in its sole discretion, that the County has completed all deliverables

Total budget not to exceed \$75,000

INTERGOVERNMENTAL AGREEMENT

Between the **Mid-Columbia Economic Development District** and **Hood River County**
For the provision of Project Management Services to the Hood River County

This agreement is made and entered into under the authority of ORS 190.010 between the Mid-Columbia Economic Development District (MCEDD) and Hood River County (County) as a member of the Hood River County Economic Development Group.

1. Services to be Provided by the Parties

- A. The MCEDD will provide the services and personnel to complete the work activities described in the Scope of Work (Section 2) below.
- B. The County will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work, including at least monthly communication with Hood River County Emergency Management, will submit invoices as needed to ETO, and will provide compensation for services as set forth in Section 3 below.

2. Scope of Work

Under the terms of an Intergovernmental Agreement between MCEDD and the County, MCEDD will provide the following services:

- **Grant Administration:** MCEDD will administer the Energy Trust of Oregon (ETO) grant agreement in Attachment A on behalf of the County. Duties include grant reporting, preparation of progress reports, and financials as outlined in Attachment A.
- **Implementation:** MCEDD will work in cooperation with Hood River County Emergency Management, ETO and the Hood River County Energy Council to complete the tasks and deliverables outlined in the Scope of Work in Attachment A. This may include hiring of sub-contractors to support implementation as needed.

3. Consideration:

Hood River County will provide seventy-five thousand (\$75,000) dollars to compensate MCEDD for services rendered. MCEDD will submit an invoice Hood River County for twenty-five thousand (\$25,000) dollars upon contract signing, followed by monthly invoices of ten thousand (\$10,000) dollars coinciding with progress reports to the Energy Trust of Oregon. MCEDD will invoice for the final ten thousand (\$10,000) dollars for services performed under this agreement following Energy Trust determinations that the County has completed all deliverables. Payment should be made by the County to MCEDD within 30 days of the invoice.

4. Term

Subject to other contract provisions, the period of performance under this Contract will be from the date of execution through January 30, 2021, unless sooner terminated as provided herein.

5. Notices

All notices, requests, demands and other communications to or upon the parties hereto shall be in writing and shall be deemed to have been duly given or made when deposited in the mails, addressed to the party to which such notice, request, demand or other communication is requested or permitted to be given or made hereunder at the addresses set forth below or at such other address of which such party shall have notified in writing the other party hereto. Those notices, requests, demands or other communications relating to termination or amendment shall be in writing and mailed certified and postage prepaid.

If to County: County Administrator
 Hood River County
 601 State Street
 Hood River, OR 97031

If to MCEDD: Executive Director
 Mid-Columbia Economic Development District
 802 Chenoweth Loop Road
 The Dalles, OR 97058

If any such provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereto.

6. Amendment

The MCEDD and the County may, from time to time, request changes to this Agreement or its provisions. Any such changes that are mutually agreed to by the MCEDD and the County shall be incorporated herein by written amendment to this Agreement. It is agreed and understood that no material or substantive alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by all parties to this agreement. Any oral understanding or agreements shall not be binding unless made in writing and signed by all parties to this agreement.

7. Termination:

- Mutual Termination: This IGA may be terminated by mutual consent of both parties.
- Termination by County: The County may terminate this Agreement without cause by providing thirty (30) days written notice of such intent to MCEDD, or at such later date as may be established by the County and submitted in writing to MCEDD.
- Termination by MCEDD: MCEDD may terminate this Agreement without cause by providing thirty (30) days written notice of such intent to the County.

8. No Implied Waiver

No failure on the part of the parties hereto to insist upon the strict performance of any provision of this Agreement or to exercise any right called for in this Contract shall constitute a waiver of the provision of this Agreement or the rights of the parties hereto.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Oregon.

10. Office Space

MCEDD will provide office space and use of office equipment as needed for the activities of this work. MCEDD will also provide travel to and around the County as needed to complete the scope of work as listed above.

11. Acts and Omissions

Each party shall be responsible for their own acts and omissions and shall not be responsible for the acts and omissions of the other party in carrying out this Agreement. Each party agrees to indemnify and hold harmless the other party against all actions, claims or demands whatsoever including costs, expenses and attorney fees to which the other party may be put out arising out of each party’s acts and omissions during the performance of this Agreement.

12. Severability

If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

13. Entire Agreement

This Agreement constitutes the entire agreement between parties. There are no understandings, agreements or representations, oral or written not specified herein regarding this Agreement. Any waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

Hood River County

Mid-Columbia Economic Development District

By: _____
Jeff Hecksel, County Administrator

By: _____
Jessica Metta, Executive Director

Date: _____

Date: _____

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: August 17, 2020 **DEPARTMENT:** Administration **NAME:** Jeff Hecksel

SUBJECT: Amendment 3 to Oregon State University Experiment Station Lease

AUTHORITY: *ORS:* _____ *OAR:* _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

The OSU Experiment Station Director, Steve Castagnoli approached the County requesting an amendment to the existing lease to accommodate two USDA Agricultural Research Service programs. The programs are in postharvest physiology and pathology and are closely aligned with the needs of the local fruit industry and will supplement the research program currently led by OSU personnel.

ATTACHMENTS: Other 2
FISCAL IMPACT: The County does not receive any revenue from this lease and the County does not incur any costs related to this lease.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*
HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

ADMINISTRATION RECOMMENDATION:

Approve the third Amendment to the Lease with Oregon State University Experiment State extending the term by 10 years to June 30, 2038.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
 COPIES TO: _____



United States Department of Agriculture
Research, Education, and Economics
Agricultural Research Service

34

April 13, 2020

SUBJECT: Program Direction and Resource Allocation Memo for the FY 2020 Program Increase for Pear and Cherry Tree Fruit Research – Wenatchee, Washington

TO: Robert Matteri
Director, Pacific West Area

THROUGH: Pamela Starke-Reed /s/
Deputy Administrator, Nutrition, Food Safety and Quality

FROM: Gene Lester /s/
National Program Leader, Product Quality and New Uses

Division B of the Consolidated Appropriations Act, 2020 (P.L. 116-94) contains an increase of \$900,000 (NTL) to conduct research on the impact of costly market quality problems affecting postharvest losses of pear and sweet cherry fruit despite postharvest application of recommended control measures. Funds are to be held at the Physiology and Pathology of Tree Fruits Research Unit in Wenatchee, Washington.

The increased funds are to be added to ARS Project No. 2094-43000-007-00D. Submit a revised AD-416/417 to ONP incorporating changes needed to reflect the change in the project as a result of the increased funding by April 27, 2020. *A brief research planning memo is due to ONP through your Area Office within 30 days of receipt of this PDRAM. The memo should include the approach chosen to address the new problem and objectives and identify SY personnel who will conduct the research.*

Funds will not be released until the Area Director and ONP approve the specific project documentation described below.

Relevance to Action Plan: Stakeholders from the commercial pear fruit industry describe persistent postharvest issues with unpredictable ripening after harvest and cold storage, physiological disorders after storage, and impacts of field horticultural practices, particularly large tree size, that lead to large variability in fruit quality and ripenability that are difficult to ascertain using current technologies. These issues are consistent with objectives in the Wenatchee NP306 new project plan that includes pear and sweet cherry research components currently undergoing OSQR. Please refer to the OSQR Website <http://www.ars.usda.gov/osqr/> for further information and timelines.

The proposed research is relevant to Action Plan, Component 1 – Foods: Problem Statement 1.A: Define, measure, and preserve/enhance/reduce factors that impact quality and marketability.

Objectives of Research: The additional funds will enhance research on all the current objectives and all the new objectives that are presently going through OSQR at this time. This project will contribute directly to NP 306 goals by impacting costly market quality problems affecting pear and sweet cherry fruit grown for consumption by providing new scientific knowledge necessary to improve postharvest quality, and marketability. Expected results will lead to the development of new information that 1. resolve production and post-harvest environmental and genetic regulation of apple, pear, and sweet cherry quality; determine relationships between sweet cherry cutin composition, gene expression, and surface defects caused by sun stress following harvest; and 2. use of biomarkers to enhance/assist commercial apple and pear management strategies to determine metabolic and genomic changes related to apple and pear fruit maturation and postharvest chilling; and identify metabolic and genomic changes linked with fruit quality loss and physiological disorder development during cold storage. Ultimately, this research will improve profitability for the industry and provide improved safety, raw product market quality, and nutrition for the consumer.

Amount of New Funds: \$900,000 (NTL) permanent funding. However, expenditure of funds cannot be made until released by Budget and Program Management Staff (BPMS).

Coding: Change the existing coding as follows:

	<u>Code</u>	<u>Name</u>	<u>Percentage</u>
STP(s)	4.3.3.1	Crops	50%
	4.3.3.5	Postharvest	50%
		Handling	
National Program(s)	303	Crop Protection	C
	306	Product Quality	N
		And New Uses	

Personnel:

Establish one new SY postharvest plant physiologist position and one postharvest plant pathology postdoctoral position. Please develop the position description(s) in consultation with ONP and the Area Director. The funding will be used to locate a new postharvest plant physiologist SY and one postharvest plant pathology postdoctoral researcher at the Mid-Columbia Agricultural Research and Extension Center, Hood River, Oregon. The SY and postdoctoral researcher will be managed by the ARS Wenatchee unit.

Other information:

The OSU administration (Steve Castagnoli, Exp. Sta. Director, Joyce Loper, Associate Dean OSU College of Ag, Dan Mahr, Portland Area Aide for Oregon Senator Merkley, and 5 stakeholders who are members of the exp. Station advisory board) are in concurrence that the funds obtained to establish ARS research at

the Mid-Columbia Agricultural Research and Extension Center, Hood River, OR are insufficient to support 2 SY positions and that Gabrielle Serra, OSU Director of Federal Relations, has sent a request to the Senator Merkley's office for additional permanent funds (\$500,000) to hire an ARS plant pathologist SY. Receipt of this request by the Senator's DC staff was acknowledged by Mr. Mahr.

Congressional language: *Tree Fruit Post-Harvest Research*.—The Committee recognizes that tree fruit production, including pear and cherry, is a predominant supplier for domestic and international markets. The Committee further recognizes that the tree fruit industry faces significant economic vulnerability from variations in post-harvest quality control. The Committee provides an increase of \$1,000,000 for pear and cherry tree fruit research to optimize yield and post-harvest quality, extend storage life, and promote enhanced resiliency from endemic and emerging diseases.

cc:

T. Dillon, BPMS

J. Stetka, ONP

**AMENDMENT 3
To the
LEASE AGREEMENT**

THIS AMENDMENT 3 is to the Lease Agreement dated March 22, 2012 (“Lease”), by and between Hood River County (“Landlord”) and Oregon State University for its Agricultural Experiment Station (“Tenant”).

RECITALS

WHEREAS, Tenant currently leases from Landlord property located at 3005 Experiment Station Drive, Hood River, Oregon 97031; and

WHEREAS, Tenant desires to extend the term of the Lease; and

WHEREAS, Tenant desires to sublease a portion of the Premises to the United States Department of Agriculture, Agricultural Research Service (“USDA”); and

WHEREAS, Tenant desires to construct improvements upon the Premises;

NOW, THEREFORE the parties agree as follows:

AGREEMENT

1. Section 1.1 “Original Term,” the termination date is extended to June 30, 2038.
2. Pursuant to Section 5 of the Lease, Landlord hereby consents to Tenant making improvements upon the Premises, at Tenant’s expense.
3. Pursuant to Section 12 of the Lease, Landlord hereby consents to Tenant subleasing a portion of the Premises to USDA.
4. Except as amended hereby, all terms and conditions of the original Lease and any amendments thereto, remain in full force and effect.

FOR LANDLORD:
HOOD RIVER COUNTY

FOR TENANT:
OREGON STATE UNIVERSITY

By: Jeff Hecksel
Its: Administrator

Date

Nicole Neuschwander
Its: Director, Leasing

Date

AMENDMENT 2
To the
LEASE

THIS AMENDMENT 2 is to the Lease dated March 22, 2012, by and between Hood River County ("LESSOR"), and Oregon State University for its Agricultural Experiment Station (formerly known as the State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University and its Agricultural Experiment Station) ("LESSEE").

RECITALS

WHEREAS, LESSEE currently leases from LESSOR property located at 3005 Experiment Station Drive, Hood River, Oregon 97031,

WHEREAS, Section 1.3 of the Lease, as amended, allows for term renewal for an additional period not to exceed ten (10) years cumulative, so long as the Lease is not in default at the time the renewal period is to commence,

WHEREAS, on March 20, 2018, LESSEE timely provided notice to LESSOR of its intention to exercise its option to renew the Lease,

NOW, THEREFORE the parties agree as follows:

AGREEMENT

1. Section 1.1 shall be deleted in its entirety and replaced with the following:
"The term of this Lease shall commence on July 1, 2018 and continue through June 30, 2028, unless sooner terminated as hereinafter provided."
2. Section 1.3 shall be deleted.
3. Section 10.3 "Liability Insurance" shall be deleted in its entirety and replaced with the following:
"10.3 Liability Insurance. LESSEE is self-insured under ORS 352.087 with adequate levels of excess general liability and commercial auto liability insurance and maintains workers' compensation insurance for its employees in conformance with ORS Chapter 656.017, subject to the limits and conditions of the Oregon Tort Claims Act (ORS 30.260 – 30.300). A certificate of insurance will be provided upon request."
4. Except as amended hereby, all terms and conditions of the original Lease and any amendments thereto, remain in full force and effect.

FOR LESSOR:
HOOD RIVER COUNTY

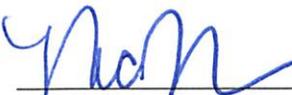


By: Jeff Hecksel
Its: Administrator

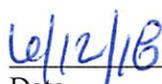


Date

FOR LESSEE:
OREGON STATE UNIVERSITY



Nicole Neuschwander
Its: Director, Leasing



Date

AMENDMENT 1
To the
LEASE

THIS AMENDMENT 1 is to the Lease dated March 22, 2012, by and between Hood River County ("LESSOR"), the State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University and its Agricultural Experiment Station ("LESSEE").

RECITALS

WHEREAS, LESSEE currently leases from LESSOR property located at 3005 Experiment Station Drive, Hood River, Oregon 97031,

WHEREAS, pursuant to Section 1.3, the Lease allows for term renewal on an annual basis, the parties now desire to extend the Lease for longer than a one-year period,

NOW, THEREFORE the parties agree as follows:

AGREEMENT

1. Section 1.1 shall be deleted in its entirety and replaced with the following:
"The term of this Lease shall commence on March 22, 2012 and continue through June 30, 2018, unless sooner terminated as hereinafter provided."
2. The first phrase of the first sentence in Section 1.3 shall be deleted and replaced with the following:
"So long as this Lease is not in default at the time the renewal period is to commence, Tenant shall have the option to renew this lease for an additional period not to exceed 10 years cumulative, as follows:"
3. "Educational programs" shall be added as a permitted use in Section 3.1.
4. In Section 3.2, Paragraph (5) shall be deleted in its entirety and replaced with the following:
"(4) Refrain from making any marks on or attaching any antenna, aerial or other device to the exterior walls, windows, or roof of the Premises without the written consent of Landlord. Signs and other pictures may be attached to the exterior and interior walls without prior consent of Landlord."
5. The second sentence in Section 3.3 shall be deleted and replaced with the following:
"Tenant may use or otherwise handle on the Premises those Hazardous Substances which are not yet available on the market, as well as ones typically used or sold in the prudent and safe operation of Tenant's business specified in Section 3.1."
6. Except as amended hereby, all terms and conditions of the original Lease and any amendments thereto, remain in full force and effect.

FOR LESSOR:



5/20/13
Date

FOR LESSEE:



6/12/13
Date

Date

Date

EXHIBIT "A"

PARCEL No. 1:

That part of Section 1 in Township 2 North, Range 10 East of the Willamette Meridian, bounded as follows: Beginning at a point 32 rods West of the center of said Section 1 and running thence West 128 rods; thence South 2 rods; thence East 25 rods; thence South 8 rods; thence East 55 rods; thence South 70 rods; thence East 80 rods; thence North 40 rods; thence West 32 rods and thence North 40 rods to the place of beginning, containing 34.85 acres more or less; but subject however to county roads and the rights of N.C. Evans and Farmer's Irrigation District for rights of way for passage and flume for conducting water.

TOGETHER WITH: the appurtenances thereunto belonging and including all the interest of the party of the first part in and 20 shares of Farmers Ditch Stock.

PARCEL No. 2:

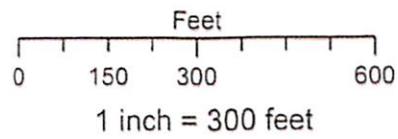
Beginning at a point 219.5 feet East and 33 feet South of the West one-quarter of Section 1, Township 2 North, Range 10 East of the Willamette Meridian; thence South 68 degrees, 20 minutes East for 207.5 feet; thence North 76.2 feet; thence West 193 feet to the point of beginning.

EXHIBIT "A"



Legend

- Taxlot
-  OSU Lease Area



LEASE AGREEMENT #938

Date: March 22, 2012

Between: HOOD RIVER COUNTY ("Landlord")
601 State Street
Hood River, Oregon 97031

And: STATE OF OREGON, acting by and through ("Tenant")
Oregon State University, Agricultural Experiments Station
3005 Experiment Station Drive
Hood River, Oregon 97031

Landlord Hood River County, a home rule county and political subdivision of the State of Oregon, leases to Tenant, the State of Oregon, acting by and through the State Board of Higher Education on behalf of Oregon State University, Agricultural Experiments Station, and Tenant leases from Landlord, that certain real property situated in the City and County of Hood River, State of Oregon, commonly known as 3005 Experiment Station Drive, Hood River, Oregon, and defined on the attached Exhibit A, (the "Premises"), on the terms and conditions stated below:

Section 1. Occupancy

1.1 Original Term. The term of this lease shall commence upon the date of last signature and continue through January 31, 2013, unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on the date of last signature, below.

1.3 Renewal Option. If Tenant is not in default when each option is exercised or when the renewal term is to commence, Tenant shall have the option to renew this lease on an annual basis, as follows:

- (1) Each of the renewal terms shall commence on the day following expiration of the preceding term.
- (2) The option may be exercised by written notice to Landlord given not less than ninety (90) days before the last day of the expiring term. Giving such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties.
- (3) The terms and conditions of the lease for each renewal term shall be identical with the original term, unless amended by mutual agreement of the parties.

Section 2. Consideration

2.1 Rent. Landlord leases the demised Premises to Tenant in consideration of the mutual agricultural research and education efforts of the parties benefitting the public and Hood River County.

2.2 Utilities. Tenant shall pay for all heat, light, water, power and other services or utilities used in the Premises during the term of this lease.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for the conduct of the following business: business office, storage, farming, ranching, education and other related purposes including conducting agricultural experiments. Tenant shall not use the Premises for any other purpose without the prior written consent of Landlord.

MAR 28 2012

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

- (1) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use. Tenant shall correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use.
- (2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.
- (3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Premises, except lawful farm and forest practices as defined in ORS 30.930, uses described in Section 3.1 and uses permitted by right in the Exclusive Farm Use (EFU) zone.
- (5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord.

3.3 Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of Tenant's business specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. On the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term *Environmental Law* shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term *Hazardous Substance* shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

3.4 Continuous Operation. Tenant shall occupy the Premises continuously for the purpose stated in this lease. This provision shall not prevent Tenant from closing for brief periods when reasonably necessary for inventory, repairs, remodeling (when permitted), or other legitimate purpose related to the business carried on, or other factors not within Tenant's control.

3.5 No Partnership. Landlord is not by virtue of this section a partner or joint venture with Tenant in connection with the business carried on under this lease, and shall have no obligation with respect to Tenant's debts or other liabilities, and no interest in Tenant's profits.

Section 4. Repairs and Maintenance

4.1 Landlord's Obligations. The Landlord shall not be required to make any repairs, alterations, additions or improvements to or upon said Premises during the term of this lease, except only those that may be specifically provided for herein.

4.2 Tenant's Obligations. The Tenant shall maintain and keep the Premises including all interior and exterior doors and walls, heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewers or septic tanks, roof, gutters, downspouts and foundations of the building and sidewalks surrounding the Premises in good order and repair during the term of this lease at Tenant's own cost and expense, and to replace all glass which may be broken or damaged during the term hereof in the windows and doors of said Premises with glass of as good or better quality as that now in use. It is understood and agreed that Landlord reserves the right to repair the Premises, and for that purpose at any time may erect scaffolding and all other necessary structures

about and upon the Premises and Landlord and Landlord's representatives, contractors, and workmen for that purpose may enter in or about the Premises with such materials as Landlord may deem necessary.

4.3 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

4.4 Reimbursement for Repairs Assumed. If Tenant fails or refuses to make repairs that are required by this Section 4, Landlord may make the repairs and charge the actual costs of repairs to Tenant. Such expenditures by Landlord shall be reimbursed by Tenant on demand. Except in an emergency creating an immediate risk of personal injury or property damage, neither party may perform repairs that are the obligation of the other party and charge the other party for the resulting expense unless at least 30 days before work is commenced, and the defaulting party is given notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate such repairs in good faith.

4.5 Landlord's Right of Entry. Landlord, its agents and representatives, may at any reasonable time, enter into or upon the Premises for the purpose of examining the condition thereof, or for any other lawful purpose.

Section 5. Alterations

5.1 Alterations Authorized with Consent. Tenant shall not make any alterations, additions or improvements to or upon said Premises without the prior written consent of the Landlord, with the exception of any alterations, removal and/or additions of crops, which Tenant can make without prior consent of Landlord, at Tenant's own discretion. It is understood that Tenant may from time to time wish to place fixtures, partitions, personal property, structures and the like on the Premises and may wish to make additional alterations and improvements at its own expense. Landlord shall not unreasonably withhold consent provided Tenant agrees to remove said improvements from the Premises upon termination of this lease if Landlord so requires. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

Section 6. Insurance

6.1 Insurance Required. Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage and Tenant shall carry insurance insuring the property of Tenant on the Premises against such risks.

Section 7. Taxes; Utilities

7.1 Property Taxes. Tenant shall pay as due all taxes on its personal property located on the Premises, if such taxes are assessed. Landlord shall pay as due all real property taxes levied against the Premises, if such taxes are assessed. As used herein, real property taxes includes any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Landlord or Tenant.

7.2 Payment of Utilities Charges. Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including (but not limited to) charges for fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone and janitorial services.

Section 8. Damage and Destruction

8.1 Destruction. If the Premises are destroyed or damaged such that the cost of repair exceeds 50% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

Section 9. Eminent Domain

9.1 Total Taking. If a condemning authority takes all of the Premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use that Tenant was then making of the premises, the lease shall terminate as of the date the title vests in the condemning authorities. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

9.2 Sale in Lieu of Condemnation. Sale of all or part of the premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 9 as a taking by condemnation.

Section 10. Liability and Indemnity

10.1 Liens

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost from Tenant. Any amount shall bear interest at the rate of 6% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized.

10.2 Indemnification. Tenant agrees to be responsible for any damage or any third party liability which may arise from its activity on the Premises, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution Article XI, Section 7, to the extent of liability arising out of the negligence of Tenant. Tenant shall not be required to indemnify or defend Landlord for any liability arising out of the wrongful acts of employees or agents of the Landlord.

10.3 Liability Insurance. Tenant is self-insured under provisions of ORS 278.425 and 278.435 for its tort liabilities, including personal injury and property damage. A certificate of self-insurance will be provided to Landlord upon request.

Section 11. Quiet Enjoyment; Mortgage Priority

11.1 Landlord's Warranty. Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

11.2 Estoppel Certificate. Either party will, within 20 days after notice from the other, execute and deliver to the other party a certificate stating whether or not this lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive on the party from whom the certificate was requested that the lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

Section 12. Assignment and Subletting

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. If Tenant is a corporation or partnership, this provision shall apply to any transfer of a majority voting interest in stock or partnership interest of Tenant. No consent in one instance shall prevent the provision from applying to a subsequent instance. Landlord may withhold or condition such consent in its sole and arbitrary discretion. Any assignee or subtenant approved by Landlord shall be subject to the terms, conditions, covenants and obligations of this Master Lease.

Section 13. Default

The following shall be events of default:

13.1 Use of Premises. Tenant's use of the Premises without consent of Landlord for purposes other than those outlined in Section 3.1.

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Abandonment. Failure of Tenant for 30 days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

Section 14. Remedies on Default

14.1 Termination. In the event of a default the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

14.2 Reletting. Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Landlord shall not be required to relet for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, on any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

14.3 Damages. In the event of termination or retaking of possession following default, Landlord shall be entitled to recover immediately the reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, costs incurred under Section 14.2, or any other expense occasioned by Tenant's default including but not limited to, any remodeling or repair costs, attorney fees and court costs.

14.4 Landlord's Right to Cure Defaults. If Tenant fails to perform any obligation under this lease, Landlord shall have the option to do so after 30 days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of 6% annum from the date of expenditure by Landlord. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

14.5 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

Section 15. Surrender at Expiration

15.1 Condition of Premises. On expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in broom clean condition. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date before such surrender.

15.2 Fixtures

(1) All fixtures placed on the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Before expiration or other termination of the lease term, Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this failure shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term. (2) If a month-to-month tenancy results from a holdover by Tenant under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days before the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to month tenancy.

Section 16. Miscellaneous

16.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision..

16.2 Attorney Fees. Subject to the limitations and conditions of the Oregon Tort Claims Act (ORS 30.260-300), and the Oregon Constitution, Article XI, Section 7.7, if suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

16.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

16.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

16.5 Recordation. This lease shall not be recorded without the written consent of Landlord.

16.6 Entry for Inspection. Landlord shall have the right to enter on the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain on the Premises notices for leasing or selling of the Premises.

16.7 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this lease.

Landlord: Tenant:

HOOD RIVER COUNTY
By: Ron Rivers
3/19/12

STATE OF OREGON
By: Nicole Neuschwander
3/22/12
Nicole Neuschwander
Real Property Manager
Oregon State University

EXHIBIT A

PARCEL No. 1:

That part of Section 1 in Township 2 North, Range 10 East of the Willamette Meridian, bounded as follows: Beginning at a point 32 rods West of the center of said Section 1 and running thence West 128 rods; thence South 2 rods; thence East 25 rods; thence South 8 rods; thence East 55 rods; thence South 70 rods; thence East 80 rods; thence North 40 rods; thence West 32 rods and thence North 40 rods to the place of beginning, containing 34.85 acres more or less; but subject however to county roads and the rights of N.C. Evans and Farmer's Irrigation District for rights of way for passage and flume for conducting water.

TOGETHER WITH: the appurtenances thereunto belonging and including all the interest of the party of the first part in and 20 shares of Farmers Ditch Stock.

PARCEL No. 2:

Beginning at a point 219.5 feet East and 33 feet South of the West one-quarter of Section 1, Township 2 North, Range 10 East of the Willamette Meridian; thence South 68 degrees, 20 minutes East for 207.5 feet; thence North 76.2 feet; thence West 193 feet to the point of beginning.

Press Release

For Release August 17, 2020

Contact Person: Jeff Hecksel, County Administrator

541-386-3970

County acquires property for future expansion of Tucker Park

The Hood River County Board of Commissioners have approved acquisition of 5.7 acres adjacent to Tucker Park for future expansion of the Park.

The acquired property will allow the County to expand the park in the future to add additional camping spaces and potentially enlarge the day use area. The cost of the acquisition was \$419,000.

The County sees this as an investment that will generate revenue for the County over the long term as both Tucker and Toll Bridge Campgrounds generate revenue for the County's General Fund. For Fiscal Year 2020-21, anticipated revenue from the campgrounds is \$305,000.

Funding for the acquisition will come from the County's fund balance which is higher than anticipated due to unanticipated revenues being received by the County. One of these included one time funding received when the Mid-Columbia Council of Governments was dissolved. Another included payments in lieu of taxes which had been higher the last two years, but is now back down again. According to Jeff Hecksel, County Administrator "this has been an erratic revenue source that has varied significantly in the past 5 years".

"While the County's finances are stable due to the passage of the 5 year local option levy for public safety, it will take some time for the County to construct new improvements moving forward. This is an opportunity to make an investment in the County that has the potential to improve the County's finances in the future, and this type of opportunity may not become available again" said Mike Oates, Board Chair.

"Real estate is a good investment as is the ability to expand the campground. If, for any reason, the County needs to sell the property in the future, it is highly likely this investment would yield a better return than other investments currently available to the County" said Commissioner Bob Benton.

The County hopes to do some master planning for the park in the future that will allow the County to maximize use of the existing area and newly acquired area.