



AGENDA: REGULAR SESSION

WEDNESDAY, SEPTEMBER 4, 2019

WASCO COUNTY BOARD OF COMMISSIONERS

WASCO COUNTY COURTHOUSE 511 WASHINGTON STREET, SUITE 302, THE DALLES, OR

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

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

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

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

9:00 a.m.	CALL TO ORDER Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. Corrections or Additions to the Agenda <u>Consent Agenda: 8.21.2019 Minutes</u> (Items of a routine nature: minutes, documents, items previously discussed.)
9:00 a.m.	<u>Department of Corrections IGA 5900</u> – Fritz Bachman
9:10 a.m.	<u>Riverfront Trail Repair and Maintenance</u> – Julie Krueger
9:30 a.m.	<u>Pay Compression</u> – Nichole Biechler
9:40 a.m.	PUBLIC COMMENT
	COMMISSION CALL
	NEW/OLD BUSINESS
	ADJOURN

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



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
SEPTEMBER 4, 2019

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

At 9:00 a.m. Vice-Chair Hege opened the Regular Session with the Pledge of Allegiance.

Agenda Item – River Front Trail

City of The Dalles City Manager Julie Krueger reviewed the white paper included in the Board Packet. She outlined contributions to the project from other partner agencies including City of The Dalles and the Public Utility District. She noted that much of the trail is outside of the City limits. She said that they are looking to other agencies, including Wasco County for contributions to repair the trail.

North Wasco Park and Recreation District Executive Director Scott Baker said that the River Front Trail Board has met monthly for over three decades. They do a good job of fund raising – about \$16,000 per year – but the \$300,000 cost of this repair is beyond their reach. He reported that the Park District takes care of weekly maintenance. He continued by saying that the property has multiple owners with easements for the trail.

Commissioner Schwartz asked if the funds will go to the non-profit. Ms. Krueger replied that it has not been decided; they have discussed having the City or Park District sponsor and manage the project.

Mr. Stone said he would like to discuss this with staff and then circle back to have a conversation with Ms. Krueger. Vice-Chair Hege said once that is done, the Board can discuss it further at a work session.

Further discussion ensued regarding other possible fund raising efforts.

Agenda Item – Community Corrections IGA

Community Corrections Manager Fritz Bachman explained that this is a biennial agreement that is attached to his two-year plan specifically for drug and alcohol treatment programs. He went on to say that this is one of three main funding sources for Community Corrections and is used primarily to support the Drug and Alcohol Counselor position currently held by Steven Seeley (present at the session). It is also used to purchase program materials. Although the funding has been reduced over last biennium, we have some roll-over funding to fill the gap. He reported that having the counselor in-house has increased the success rate of the program. Future goals for the program include becoming state certified which would allow us to bill insurance for treatment. He stated that the contract is unchanged from last biennium with the exception of the dollar amount and our submitted plan.

Mr. Bachman continued by saying that Mr. Seeley works a four-day week as our drug and alcohol counselor and then works on Friday's as a contractor to counsel sex offenders. Outside counselors are also used for that work.

Commissioner Schwartz asked what Mr. Seeley's caseload is currently. Mr. Seeley responded that there are about 20 in the program as he is catching up on a lot of assessments. As that work gets completed, he expects the case load to double. Mr. Bachman added that Mr. Seeley is instrumental in locating residential programs and finding beds when that is appropriate.

Further discussion ensued regarding the nature and types of addictions that are prevalent in our area and treatment complications created when mental health issues arise. Mr. Bachman noted that Mr. Seeley will soon have his masters in addiction counseling.

{{{Commissioner Schwartz moved to approve IGA 5900 for supplemental funding under Measure 57 for the treatment of drug-addiction. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item – Pay Compression

Human Resources Director Nichole Biechler reviewed the memo included in the Board Packet, explaining that this is a recommendation to resolve an issue that has been ongoing and discussed at previous sessions. She said that the inequity is really not in the pay difference from Deputy to Sergeant, but in the benefits package. When a Deputy is promoted to Sergeant the benefits go from paying 15% for family insurance to paying 25% and from the County picking up their 6% PERS contribution to paying it themselves. The recommendation is to align the

insurance and retirement investment benefits between the two groups.

Mr. Stone commented that while he understands this is what it will take to address the benefit equity issue within the Sheriff's Department, he does not like the precedence it sets for the organization as a whole. He acknowledged that this issue has made it difficult to promote and fill sergeants' positions.

Vice-Chair Hege stated that he has the same concerns. He observed that the public gets frustrated when employees are not contributing to their own retirement. He asked if we have looked at increasing the wages for sergeants to balance the inequity.

Ms. Biechler replied that we did look at that, but it would go against what the market data indicates for pay. In addition, increases in pay are very difficult to reverse while benefits packages are more easily adjusted. Mr. Stone added that increasing benefits does not carry the additional costs of FICA and PERS that increasing pay would cost.

*****The Board was in consensus to support the staff recommendation to align Sergeants' benefit package with the Deputies' benefit package.*****

Department Directors

Public Works Director Arthur Smith reported that the flood repair work on 15 Mile Road is complete. He reported that the August 9th flash storm caused a lot of damage. He has not yet completed the cost report on the repairs. He went on to say that they are completing striping work on the roads that were chip sealed this summer as well as doing some striping for the municipalities in Wasco County and some neighboring counties.

County Clerk Lisa Gambee reported that the Pine Hollow Boat Ramp ground breaking ceremony was well attended.

Ms. Gambee went on to say that cyber security continues to be a focus for Clerks around the state and is supported by the Secretary of State's office. She noted that our Information Systems department is essential to that effort. She urged the Board to support that team.

She continued by saying that she is launching a campaign to encourage responsible use of social media. She said that it takes a lot of resources to battle misinformation spread through social media.

Finance Director Mike Middleton reported that the Fair receipts were up again this year. They are continuing to evaluate processes to improve efficiencies and

increase revenue.

Public Comment

PINE HOLLOW FIREWORKS

Royd Brothersom stated that we have talked previously about the dangers posed by alcohol-fueled illegal fireworks displays that annually occur in Pine Hollow. He pointed out the fire risk to not only Pine Hollow but surrounding areas should a wildfire spread. He said that it does not seem that anything has been done to stop the practice.

Vice-Chair Hege said that he has spoken with Pine Hollow Fire Chief Larry Magill about this issue to get the history. He reported that the Fire Chief said that there have not been any fires there on the Fourth of July. He encouraged Mr. Brothersom to work with local fire authorities as one avenue to address the issue.

Sheriff Magill said that in meetings prior to the event they talked about distributing educational flyers regarding the law and fireworks in the area. Mr. Brothersom and a few others helped with that effort. He said they also did some containment; in two cases in which citizens were setting off fireworks in a grassy area, several thousands of dollars in fireworks were saturated to make them unusable. He noted that all fireworks, even sparklers, are illegal in the Pine Hollow area as it is in a Department of Forestry Regulated Use Zone. The main issue is that neither the County nor the Department of Forestry have the resources to enforce that law to achieve 100% compliance. He added that it is also difficult to site and prosecute the cases as it is hard to identify exactly who is setting off the fireworks in a large group of people. He stated that there are also competing priorities for resources; for instance, during the course of this year's event they received a call of a possible kidnapping – all resources had to be diverted to address that incident.

Sheriff Magill said that they are working on ideas to address the issue of fireworks in Pine Hollow. One of those ideas is to designate safe areas for the activity; another idea is organizing a professional fireworks display. He said that they will have to work with the State Fire Marshall's office on some of the possible solutions.

Mr. Brothersom said that the permanent residents of Pine Hollow oppose the fireworks activity. He said that he went back to residents to whom he had given flyers and found that they were setting off fireworks despite the information in the flyer; without enforcement they will continue. He warned that if this continues, the day will arrive when a major fire results from the activity. He said that even if the National Guard has to be brought in, it has to be stopped.

Consent Agenda – 8.21.2019 Minutes

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

Commission Call

Commissioner Schwartz reported that both she and Vice-Chair Hege will be attending the Mosier Water Tour tomorrow.

Vice-Chair Hege reminded everyone that he will be going to Washington, D.C. on the 15th and has received feedback from staff on issues to bring forward while he is there.

The session was adjourned at 10:15 a.m.

Summary of Actions

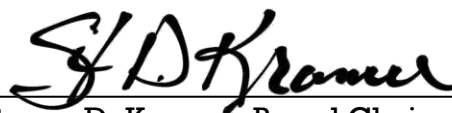
MOTIONS

- **To approve IGA 5900 for supplemental funding under Measure 57 for the treatment of drug-addiction.**
- **To approve the Consent Agenda – 8.21.2019 Minutes.**

CONSENSUS ITEMS

- **To support the staff recommendation to align Sergeants' benefit package with the Deputies' benefit package.**

Wasco County
Board of Commissioners



Steven D. Kramer, Board Chair



Scott C. Hege, Vice-Chair



Kathleen B. Schwartz, County Commissioner



CONSENT AGENDA

[MINUTES: 8.21.2019 REGULAR SESSION](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
AUGUST 21, 2019

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

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

At 9:00 a.m. Chair Kramer opened the Regular Session with the Pledge of Allegiance. Additions to the Discussion List:

- Water Damage to Annex A
- Administrative Services Director Position

Discussion Item – Dept. of Administrative Services IGA

County Assessor/Tax Collector Jill Amery explained that this is the annual agreement for the printing and mailing of tax statements. The difference from previous agreements is that the state is providing a two year pricing matrix which allows counties more stability in budgeting.

{{{Vice-Chair Hege moved to approve Agreement Number 264-19 for document publishing, processing and delivery. Commissioner Schwartz seconded the motion which passed unanimously.}}}

Discussion Item – VOCA/CFA Grant Application

Victims' Advocate Judy Urness explained that this is a biennial renewal of a grant that provides basic funding for the program. She pointed out that it is a bit of an increase over last biennium; they have eliminated the expansion funding and made all the funding basic. They have added \$20,000 in funding to be dedicated to training and victims' services. She stated that if the funding continues to be stable, she would like to add a part-time juvenile advocate which would be a grant

supported position. She said that although it is a grant, the state prioritizes noncompetitive grants such as this, which makes them the most secure grants for stable funding.

Vice-Chair Hege asked if this covers the current fiscal year and the next. Ms. Urness replied that it does but their fiscal year begins in October so the grant runs from October 1, 2019 through September 30, 2021.

Vice-Chair Hege asked what the juvenile advocate would do if that position were to be created. Ms. Urness replied that there are a lot of serious cases involving juveniles and current staff is not as skilled in working through those cases; the new position would be dedicated to that work.

*****The Board was in consensus for the Victims' Advocate to pursue application for the VOCA/CFA grant funding.*****

Discussion List – Bridges to Change Contract Renewal

Community Corrections Manager Fritz Bachman explained that there is nothing in the contract or scope of work that has changed other than the dates. He stated that the contract allows him to provide the services but the program does not expand without our feedback and support. He said that if revenues increase, he will evaluate needs for expansion or additional Bridges to Change staffing. He noted that there is currently an open women's mentor position that they do not intend to fill due to budget constraints; that will increase the remaining women's mentor's case load but it is manageable with support from his office. He said he is cautious and thoughtful about who and how many clients he sends to the program.

Commissioner Schwartz asked the impact of not filling that position. Mr. Bachman replied that the contract covers the cost for the mentor who is hired by Bridges to Change; if the money is not there to support the position, it is their responsibility to address that issue. He said that the current mentor has a caseload of 20 which is a little over where they like to keep it. He added that if he had the funding, every one of his cases would be provided a mentor. He said that he would also like to have more housing, but there is not funding to support it. He reviewed what is currently available for transitional housing in the area.

{{Commissioner Schwartz moved to approve the Transitional Housing and Support Services Program Personal Services contract with Bridges to Change. Vice-Chair Hege seconded the motion which passed

unanimously.}}

Discussion List – Annex A Water Damage

Facilities Manager Fred Davis explained that the recent rain storm caused some flooding at the east entrance of Annex A; carpet was saturated and it has displaced six offices. He said that he hopes to have the information on options, timelines and costs today, but the problem needs to be addressed quickly to prevent further deterioration as the result of the water damage. He added that a contractor will likely do most of the work as his department is short-staffed. He asked that the Board declare an emergency exemption from the contracting rules so he can move forward quickly rather than going through a bid process.

Commissioner Schwartz asked about the short-staffing. Mr. Davis replied that he has someone on light-duty.

Vice-Chair Hege asked if this is covered by insurance. Mr. Davis said he has not yet involved the insurance company but will do so.

{{{Vice-Chair Hege moved to approve moving forward with repairs to Annex A under the Emergency Procurements Exemption 20 of the Wasco County Contracting Rules as authorized by ORS 279B.080. Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Bakeoven Solar Project Update

Planning Director Angie Brewer said that this is an update on the proposal for a 303 megawatt, 4,000 acre solar project. She explained that the State has asked for the Board, as the designated Special Advisory Group, to provide comments and has granted an extension to late September for submission of those comments. The Planning Department staff is doing an extensive review of the application and will provide recommended comments to the Board at a session in September.

Ms. Brewer went on to say that they will be meeting with a State staffer along with Maupin Mayor Lynn Ewing with a focus on the exception process. She said that the applicant's information is online and they are also applying for a wind project. They are familiar with the local and state rules so there is a high level of confidence in the process. She added that the state reimburses our staff time on this as the technical reviewer.

Commissioner Schwartz asked if this is the first solar project in the County. Ms.

Brewer replied that the Planning Commission recently approved a smaller project that did not require Board approval. A small wind project was also approved.

Vice-Chair Hege asked if any issues have cropped up so far. Ms. Brewer stated that there has been nothing yet, but the application is hundreds of pages. While we can comment on anything in the application, Appendix K addresses land use covered by our local code.

Agenda Item – Veterans Services Advisory Committee Update

VSAC Member Bob Larsell reported that newly-appointed member Chris Mumford is working on a veterans outreach video to be shown at the local theater and on social media. He said that they had a table at the car show and were able to hand out a lot of information and answer questions.

Mr. Larsell went on to say that he attended a listening session at the Veterans Home where 60-80 veterans were awarded pins and certificates signed by President Trump thanking them for their service during the Vietnam era, 1955-1975. Bob Maxwell and another local veteran have been selected for an upcoming Honor Flight.

Mr. Larsell briefly reviewed the presentation included in the Board Packet regarding a tiny-home project to provide stable, permanent housing for veterans. He said if Wasco County would be interested in such a project they can pursue funding. He said that they are still experiencing problems at the Veterans Service Office with intermittent telecom services which impacts internet access and phones. He finished his update by reviewing the Veterans Service Officer's Report.

Mr. Stone stated that last week and early this week he has been having conversations with the VSO staff around having additional help in that office. He said that his two highest priorities are the volunteer program and veterans outreach. He said that Administrative Services Office Manager Stephanie Krell has been working in the office to shore up the volunteer staff program. Last week, we cemented additional help; County Treasurer Elijah Preston has agreed to spend additional hours at the County to take on the VSO project for outreach, logistics and the volunteer program. Mr. Preston will be the point of contact and will also be working on policy and procedure. It will add approximately 5-10 hours to his work week. He will be attending the VSAC meetings and hopes to balance the work load and re-energize the program along with identifying additional funding

streams to support the work.

Commissioner Schwartz asked for an update on the IT problem. Mr. Stone replied that he has met with our Information Systems Manager and they do have a service order to address the issue. We have a wireless link that comes off of Annex B and has worked well for several years; it is no longer functioning reliably and we do not know why. However, we are looking at a live connection with a service provider. That will be a stable connection but it will take some time.

Commissioner Schwartz asked when Mr. Preston will start working at the Veterans Service Office. Mr. Stone replied that he has already begun. Mr. Preston met with staff last week and they are excited.

Commissioner Schwartz asked if Ms. Krell will continue to help. Mr. Stone replied that she will for the short term.

Chair Kramer thanked Mr. Stone and Finance Director Mike Middleton for their foresight on this. He said we realized there was need and this is a good solution.

Agenda Item – North Central Public Health District Update

NCPHD Executive Director Teri Thalhofer stated that staff continues to progress and they are still insuring public safety and health through education, immunization and health inspections. They continue to have a busy clinic and conduct home visits to new mothers and their babies, working to connect them to appropriate services. She reported that they have been selected as early adopters for the Family Connects program. They are also working to prepare for emergencies and identify those families who are critically dependent on electricity. Ms. Thalhofer went on to review the presentation included in the Board Packet.

Commissioner Schwartz commented that it looks like the state is moving toward regionalization of public health services, noting that NCPHD appears to be a forerunner for that transition. She said that it seems as though the local jurisdiction is providing a lot of services that used to be provided by the state. Ms. Thalhofer responded that although the State funding will not provide all services to all Oregonians, they have increased financial support and NCPHD is not unhappy with how the funds are being distributed. She added that the State is also providing more data to local districts as well as more training, technical assistance and assessments. We continue to hear about regionalization, but there are still things that need to be done county by county. She said she thinks cooperation

between jurisdictions, where it makes sense, is what will work. She expressed her gratitude to the counties and AOC for communicating to the State that if they are going to dictate services, counties will withdraw their funding for local public health services which would shift the entire cost back to the State.

Commissioner Schwartz stated that she was impressed with the Strategic Plan recently presented by NCPHD.

Agenda Item – Brownfield Assessment Program

City of The Dalles Assistant Manager Matthew Klebes said that late last year City of The Dalles was awarded \$25,000 from Business Oregon for a study of the urban renewal area. The study inventoried properties with real or perceived environmental issues and included a prioritization matrix that identified those properties that are most challenging and those that are most promising. The study will support the next phase to determine the scope of work for those properties; funding would come from a grant through the EPA.

MCEDD Special Projects Coordinator Carrie Pipinich said that the resulting information will create a level of certainty that will encourage development. She added that the plan for the assessment grant is to expand beyond the urban renewal area and also look at redevelopment planning.

Mr. Klebes went on to say that the data will help us be more competitive in the grant application process to mitigate issues and develop properties. He said they are looking for consensus of the Board to partner with City of The Dalles and Port of The Dalles for the application process and to work with the consultant if we are awarded the grant.

Chair Kramer asked if there will be an opportunity to do some work in the areas south of The Dalles. Mr. Klebes replied that it is his impression that there will be that opportunity, although City of The Dalles is one of the primary applicants. The County's involvement in the project will encourage that expansion to areas south of City of The Dalles.

Vice-Chair Hege asked if Mr. Stone has any reservations about the project. Mr. Stone responded that there is no financial impact at this point and he certainly supports the effort - we probably have properties on that list.

*****The Board was in consensus to partner with City of The Dalles and Port of**

The Dalles to apply for an EPA grant for the Brownfield Assessment Program.***

Agenda Item – 2020 Census

Partnership Specialist Marc Czornij provided some handouts (attached) and reviewed the presentation included in the Board Packet.

Commissioner Schwartz asked about the possibility of a computer hack with the app and online reporting processes. Mr. Czornij replied that the Census Bureau takes cyber security very seriously and is taking every precaution.

Vice-Chair Hege asked what constitutes a household. Mr. Czornij responded that the relationships existing in a residence are not important; the bureau is seeking to know the number of people who regularly reside at any given domicile. He added that they do not mail to post office boxes but are working with the Postal Service to get materials available in all their offices so the more transient populations will have access to them.

Vice-Chair Hege asked how college students are counted. Mr. Czornij said that if they reside at the college more than 6 months of the year, they are counted there. He explained that they are treated in the same way other group residences are treated – the bureau works with administrations to try to count everyone.

Agenda Item – Truck Donation

Chair Kramer presented Bill Hamilton of Calvary Baptist Church/Fix It for Him with a certificate of appreciation for the truck they donated to the County's community wood program staffed by Nicole Beaman and the work crews she supervises. Mr. Hamilton accepted the certificate and complimented Ms. Beaman on the hard work she does for the County and its residents.

Consent Agenda – 8.7.2019 Minutes; MCEDD Re-appointment Order

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

Discussion Item – Youth Services IGA Amendment

Chair Kramer noted that this is just an amendment to increase funding from the State.

{{{Vice-Chair Hege moved to approve Amendment #1 to Intergovernmental

Agreement 11097. Commissioner Schwartz seconded the motion which passed unanimously.}}

Discussion List – Finance Report

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

Vice-Chair Hege noted that the Building Codes funds are a little short on revenue. He said that as we move forward, he would suggest forming a Building Codes Advisory Committee so that they can be aware of the challenges of operating the program and help find solutions.

Discussion List – Administrative Services Director

Human Resources Director Nichole Biechler said with the upcoming retirement of the Facilities Manager we are looking at succession planning and being creative in filling the gaps where we have areas that have lost some oversight. She said the idea is to shift the duties of the position to encompass more, using contributions from each of those areas to fill the gap between the Facilities Manager's current salary and what would be needed to employ an Administrative Services Director. She provided the Board with a memo, funding analysis and job description (attached).

Mr. Stone noted that the goal is to have a net zero impact on the general fund. He went on to say that some of the areas that he technically supervises do not get the attention they need due to the other responsibilities of his job. Some of these include the Fair and Fort Dalles Museum which are overseen by volunteer boards that do not have the time or expertise to function effectively as organizational managers. He said we are looking for a different skill set than we have traditionally had in the Facilities Department – rather than hands on skills, we are looking for someone with project management skills. He stated that right now, he and Ms. Krell manage QLife projects; the new Administrative Services Director will do that.

Chair Kramer commented that he sees this as a win for everyone in the county. He said he appreciates all the work that went into developing this information. Vice-Chair Hege agreed.

Chair Kramer said he would like to come to a consensus to move this forward..

Commissioner Schwartz asked if the Fair and Museum Boards have been approached about the impact to their budgets for this position. Mr. Stone replied that they have not. Vice-Chair Hege noted that they have talked about it in general terms at the QLife Board meeting.

Commissioner Schwartz said that she does not want to hold this up but there is a lot of information to digest and she will need time before consenting.

Vice-Chair Hege and Chair Kramer were in consensus to move forward with the position.

*****The Board was in consensus to move forward with the Administrative Services Director position once Commissioner Schwartz has had time to review the information and provided consent.*****

Commission Call

Vice-Chair Hege said that he will be going to Washington, D.C. with the Community Outreach Team on September 15, 2019. He said that some of the issues they will bring forward are forest policies, PILT funding and the urban growth boundary issues. He said if there is anything else with a federal component that someone believes should be brought forward, they should contact him. Chair Kramer commented that the opioid addiction and substance abuse funding would be one.

Chair Kramer stated that all three commissioners have been invited to speak at the GOP dinner being held at the Fair Grounds Thursday evening at 6:00 p.m. He also reminded everyone that the Commissioners are expected to serve at the senior lunch being held at the Fair Grounds tomorrow.

Commissioner Schwartz announced that her last session of County College will be held in September.

The session was adjourned at 11:15 a.m.

Summary of Actions

MOTIONS

- **To approve Agreement Number 264-19 for document publishing, processing and delivery.**
- **To approve Agreement Number 264-19 for document publishing,**

processing and delivery.

- **To approve moving forward with repairs to Annex A under the Emergency Procurements Exemption 20 of the Wasco County Contracting Rules as authorized by ORS 279B.080.**
- **To approve the Consent Agenda: 8.7.2019 Regular Session Minutes; Order 19-115 Reappointing Sue Knapp to the Mid-Columbia Economic Development District Board of Directors.**
- **To approve Amendment #1 to Intergovernmental Agreement 11097.**

CONSENSUS ITEMS

- **For the Victims' Advocate to pursue application for the VOCA/CFA grant funding.**
- **To partner with City of The Dalles and Port of The Dalles to apply for an EPA grant for the Brownfield Assessment Program.**
- **To move forward with the Administrative Services Director position once Commissioner Schwartz has had time to review the information and provided consent.**

Wasco County
Board of Commissioners

Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



AGENDA ITEM

Department of Corrections Intergovernmental Agreement

[IGA 5900](#)

[MOTION LANGUAGE](#)

INTERGOVERNMENTAL AGREEMENT #5900
BETWEEN THE STATE OF OREGON AND WASCO COUNTY

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This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Wasco County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the DEPARTMENT on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, Oregon Laws 2008, chapter 14 (Measure 57) was passed by voters of the State of Oregon increasing sentences for certain drug trafficking and theft crimes, requiring addiction treatment for certain offenders at risk of reoffending, and authorizing DEPARTMENT to make grants to counties to provide supplemental funding;

Whereas, supplemental funds have been made available to counties for treatment of drug-addicted persons, in accordance to OAR Chapter 291, Division 31;

Whereas, supplemental funds are made available to counties based on a formula that matches the COUNTY’s percentage share of community corrections grant-in-aid funds;

Whereas, the DEPARTMENT will administer distribution of grants to counties;

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement. Plan Modifications are NOT Amendments.
- B. Budget Summary: A budget submitted by COUNTY and approved by DEPARTMENT which identifies personnel, materials, services and funding COUNTY will use to implement the Plan. COUNTY’s Intervention Budget Summary is described in Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All COUNTY agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Corrections Intervention Grant or Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan under this Agreement.

- F. County Intervention Plan or Plan: A document developed by the COUNTY and approved by the DEPARTMENT which describes COUNTY's approach to providing effective Interventions for drug addicted offenders under COUNTY supervision. The County Intervention Plan is described in Exhibit A, County Intervention Plan and Budget Summary.
- G. Intervention: A response to Participant compliance of conditions of the Plan.
- H. Participant: An offender, under supervision of the COUNTY and enrolled in the Plan.
- I. Plan Modification: A written change or alteration to the Plan promulgated by COUNTY modifying the Plan.
- J. Sanctions or Structured Sanctions: A response to offender violations of conditions of supervision that uses custody units.
- K. Statewide Evaluation and Information System: The Corrections Informations Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- L. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.
- M. Texas Christian University (TCU) Assessment Tool: The Texas Christian University Assessment tool, to be used on Participants in COUNTY program, mandated by the DEPARTMENT.

II AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

B. Duration

This Agreement will become effective on **July 1, 2019** and will remain in effect until **June 30, 2021** or until terminated according to Section XI (*Termination*).

III PLAN; PLAN MODIFICATIONS

- A. The Plan must be received and approved by DEPARTMENT before disbursements of Grant funds described in Section VIII can be made to COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. A copy of all Plan Modifications will be marked in sequence beginning with the

designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.
- D. Plan Modifications shall become effective upon the date the Plan Modification is approved in writing by the DEPARTMENT.

IV AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties. An Amendment shall become effective only after all parties have signed and all approvals have been obtained.

V DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility to provide services as outlined in the Plan.
- B. COUNTY shall incorporate the principles described below into the Plan:
 - 1. Treatment programs shall be evidence-based. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
 - 2. Assessment which is standardized, objective, and comprehensive shall be used to prioritize treatment, determine criminal risk factors, and to determine the proper level of care. Assessments of risk shall be based on actuarial risk assessment tools.
 - 3. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
 - 4. An individual case plan shall be developed for each Participant. The case plan shall include criminal risk factors in addition to addiction that will be addressed in treatment.
 - 5. Treatment program design shall address issues of motivation. Treatment options shall be available for Participants consistent with their assessed stage of change.
 - 6. Treatment shall be based on cognitive and behavioral interventions and social learning approaches. Treatment programs shall be of sufficient length and intensity to produce stable behavior changes based on replacing old patterns of thinking and behaving and learning and practicing new skills for avoiding drug use and criminal behavior.

7. The Plan shall utilize a system of graduated Sanctions and incentives which are swift and sure and which encourage recovery goals while holding Participants accountable for non-compliance behaviors.
 8. Weekly random drug testing shall occur, however frequency may decrease as Participant progresses. There shall be a consequence for this or any other rule violation, but that consequence shall not automatically result in withdrawal from treatment. Sanctions shall be administered in a manner to assure longer stays in treatment which are associated with good outcomes.
 9. Co-ed treatment shall be avoided if possible.
 10. Programs shall include relapse prevention planning and comprehensive transition planning so that participants are more likely to adjust to the next level of care or change in living situation.
 11. Addictions treatment programs must be licensed by the State of Oregon to provide addictions treatment.
- C. COUNTY shall incorporate the following data requirements into the Plan:
1. COUNTY will identify Participants through the indicating 'Y' under the M57 Tx data field, located in the Treatment Module.
 2. The start and stop date of the actual program participation, as well as program exit code, will be entered into the CIS Treatment Module
 3. Program Participants will be assessed for level of severity of addiction, using the Texas Christian University assessment tool (available at no cost), and enter corresponding data as determined by DEPARTMENT.
- D. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information System in a complete, accurate, and timely manner. COUNTY acknowledges and agrees that DEPARTMENT has the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- E. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- F. COUNTY will follow DEPARTMENT's prescribed allotment and expenditure reporting system in accordance with Exhibit A. This system will be used for controlling County Corrections Intervention Grant funds by DEPARTMENT and to provide suitable records for an audit.

- G. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement.

VI DEPARTMENT RESPONSIBILITIES. The DEPARTMENT will:

- A. Participate according to this Agreement.
- B. Provide funding as described in Section VIII of this Agreement.
- C. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- E. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- F. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.

VII PERFORMANCE GOALS

Interventions funded under this Agreement will be evaluated by the DEPARTMENT for treatment effectiveness. Goals for the evaluation are to determine if:

- A. Treatment programs are evidence-based, as evaluated by the Corrections Program Checklist.
- B. Recidivism is reduced: Participants will recidivate at lower rates than similar untreated offenders.
- C. Participants reduce drug use: Results of random urinalysis will be analyzed.
- D. Participants show evidence of improved community functioning: Improved community functioning will be measured by successful completion of the program and through the existing community corrections performance measures (successful completion of supervision, employment, payment of restitution and/or community service work).

VIII FUNDS

- A. Exhibit A identifies the County Corrections Intervention Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY will be made in two payments. One-half of the Grant funds will be disbursed to County within 15 days after execution of this Agreement. The second half of the Grant funds will be disbursed on July 1, 2020.
- C. Both parties agree that all reallocations of Grant funds within programs shall require a Plan Modification.
- D. Unexpended Funds: Grant fund balances remaining at the termination of this Agreement may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- E. Unauthorized Expenditures: Any Grant funds disbursed to COUNTY that are expended for unauthorized purposes, or any Unexpended Funds not retained by COUNTY under Section VIII.E, will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT promptly upon DEPARTMENT's written request and no later than 15 days after DEPARTMENT's written request.
- F. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed County Corrections Intervention Grant payable to COUNTY under this Agreement is \$115,888. The maximum Grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.
- G. Disbursement of Grant funds under this Agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

IX NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee of the Community Corrections Division shall review COUNTY's compliance with this Agreement. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.

If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with the Agreement or Plan, including but not limited to COUNTY has failed to meet standards of evidence-based treatment programs as required in Section V.B.1, DEPARTMENT and COUNTY shall proceed in accordance with OAR Chapter 291-031, to reach compliance or, if compliance is not obtained, to suspend funding.

X INDEMNIFICATION. See Exhibit B.

XI TERMINATION

- A. Parties Right to Terminate at its Discretion. At its sole discretion, any party to this Agreement may terminate this Agreement for its convenience upon 30 days' prior written notice.
- B. Parties may terminate this Agreement immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DEPARTMENT or COUNTY cannot lawfully perform its obligations under this Agreement.
- C. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension. This Agreement may be extended only by written consent of the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon provides no funding. If there is reduced state funding, COUNTY may terminate the Agreement as described herein.

XII COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require COUNTY or DEPARTMENT to act in violation of state or federal law or the Constitution of the State of Oregon.

XIII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized

representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of (i) the date that is not less than six (6) years following the Agreement expiration date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees full access to DEPARTMENT will be provided in preparation for and during litigation. Copies of applicable records shall be made available upon request. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

XIV SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, X, XI, XII, XIII, XIV, and XV.

XV GOVERNING LAW; JURISDICTION; VENUE

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

XVI WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVII EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

XVIII NOTICE

Except as otherwise expressly provided in this Agreement, any notices between the Parties to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to COUNTY or DEPARTMENT at the address or number set forth below, or to such other addresses or numbers as any Party may indicate pursuant to this section. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any notice given by personal delivery shall be effective when actually delivered to the Authorized Representatives listed below:

To DEPARTMENT: Jeremiah Stromberg, Assistant Director
Community Corrections Division
Department of Corrections
2575 Center St. NE
Salem, OR 97301
Telephone: 503-945-8876
Fax: 503-373-7810
E-Mail: Jeremiah.P.Stromberg@doc.state.or.us

To COUNTY: Fritz Bachman, Director
Wasco County Community Corrections
421 E 7th Street Annex B
The Dalles, OR 97058
Telephone: 541-506-2570
Fax: 541-506-2571
Email: fritz.j.bachman@cc.doc.state.or.us

The Parties may change the persons named in this section by notice to the other Parties as provided herein. No amendment to this Agreement is required to make such change.

XIX MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written Agreement will be valid or binding. This Agreement will supersede all previous communications, representations, wither verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

WASCO COUNTY

Jeremiah Stromberg, Assistant Director

Signature

Date

Title

Date

Reviewed by the
Oregon Attorney General's Office:

/s/

Assistant Attorney General

EXHIBIT A – Part 1

2019-2021 M57 Supplemental Funds Wasco County Intervention Program Summary

Population Served

A snapshot of Wasco County Community Corrections (WCCC) offender demographics from April 2019 shows that of the 259 offenders on supervision, 122 of them (47%) were on supervision for drug offenses and 59 of them (23%) for property offenses. Many of our property crime offenders have addiction issues, their crimes being a symptoms of their addiction. Qualified program recipients are WCCC-supervised offenders who are in need of substance use disorder treatment. Clients are assessed and recommended to a level of treatment based on their ASAM assessment. The M57 supplemental funding primarily allows our office to staff an in-house Substance Use Disorder Treatment Counselor and to provide program materials and incentives. Our treatment counselor is a MHACBO-certified CADC III, Masters in Addiction Counseling.

Treatment Program Description

Our fulltime Treatment Counselor administers all ASAM assessments and facilitates all the Level 1 and Level 2 groups and treatment-related one-on-one sessions. This puts him at full capacity in these duties. Our Case Specialist helps with intakes, communication to the Treatment Counselor, Court and POs regarding compliance, and performs some clerical paperwork and billing. She has the capacity to take on additional work of this nature as things arise in the treatment program. Our two Office Clerical staff provide customer service at the front window, answer basic questions, provide paperwork, manage appointments and calendar scheduling for the Treatment Counselor and Case Specialist, and do the remainder of clerical paperwork and billing. The WCCC Director supervises all the staff in the office and helps make sure the treatment program is being administered effectively.

Collaboratively we have strong team focused on effective case management for client rehabilitation and permanent life change. This staffing level makes sure that proper communication, scheduling, and coverage is occurring for the entirety of the Wasco County Treatment Program.

We are in the processes of meeting State requirements to become certified with the Oregon Health Authority as a licensed treatment provider. We hope to attain this license before the end of calendar year 2019.

Our office contains three group rooms and three one-on-one offices dedicated to our Treatment Program. This allows us a variety of settings and options, including ADA-compliant accessibility to our clients. These have been designed to be both functional and comfortable to the individuals during group.

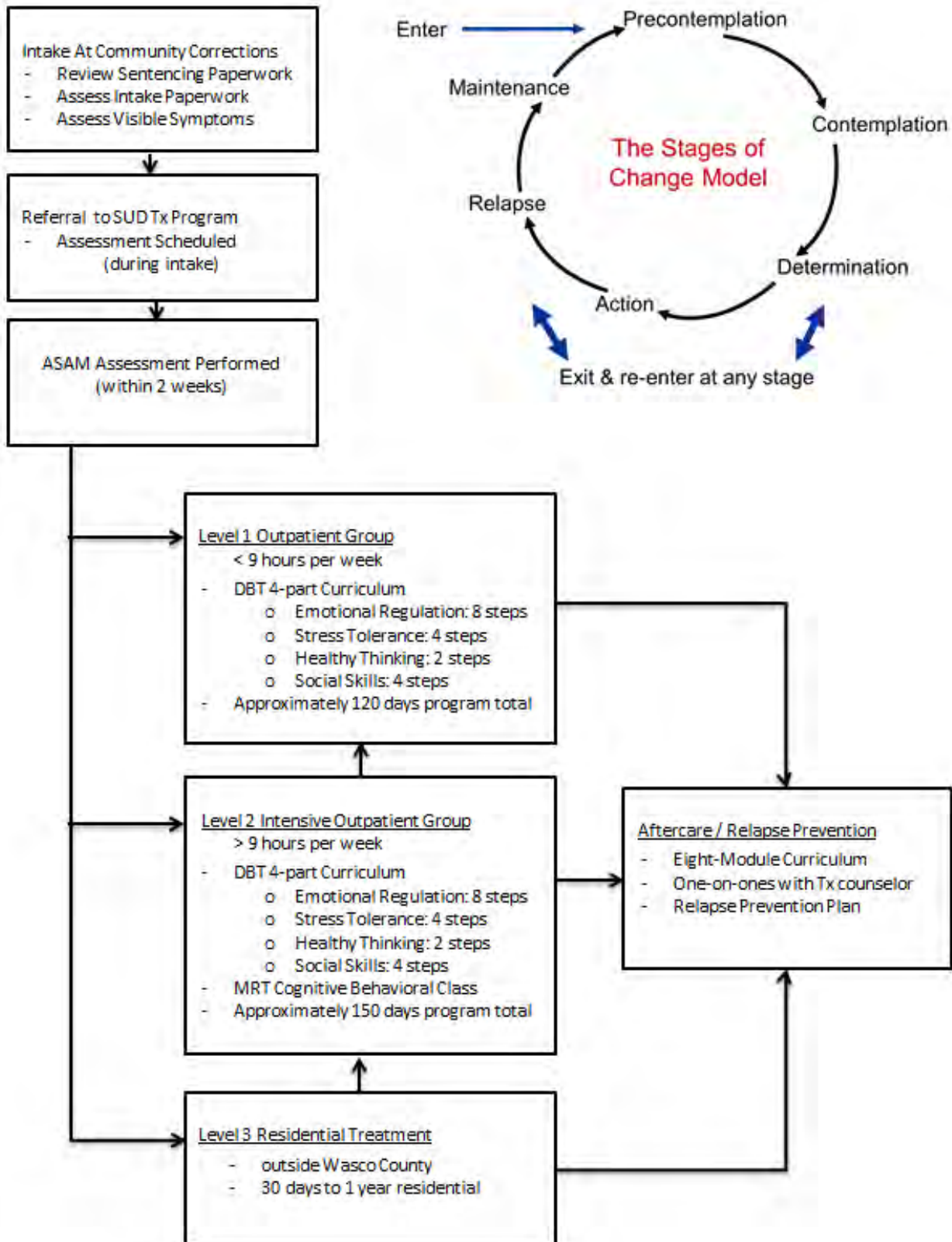
Clients engaged with WCCC SUD Treatment are not in custody but are sentenced to community supervision and are managed on a caseload by WCCC staff. Some sentences mandate that a drug and alcohol assessment be done and that the individual is to comply with the recommendations of the assessment. Individuals may elect to do this assessment directly at our office or with other treatment providers in our area, namely Mid-Columbia Center For Living or One Community Health. When an assessment recommends outpatient or intensive-outpatient treatment, the individual may elect to engage with these services directly at our office or with these other treatment providers. It is often convenient and effective for a client to take care of supervision obligations as well as engage with assessment and treatment appointments at the same WCCC office location.

WCCC strives to provide holistic, evidence-based care tailored to each individual's specific needs. Skills groups utilize Marsha Linehan's Dialectical Behavioral Therapy which specifically focuses on providing therapeutic skills in four key areas: mindfulness, distress tolerance, emotional regulation, and interpersonal effectiveness. We

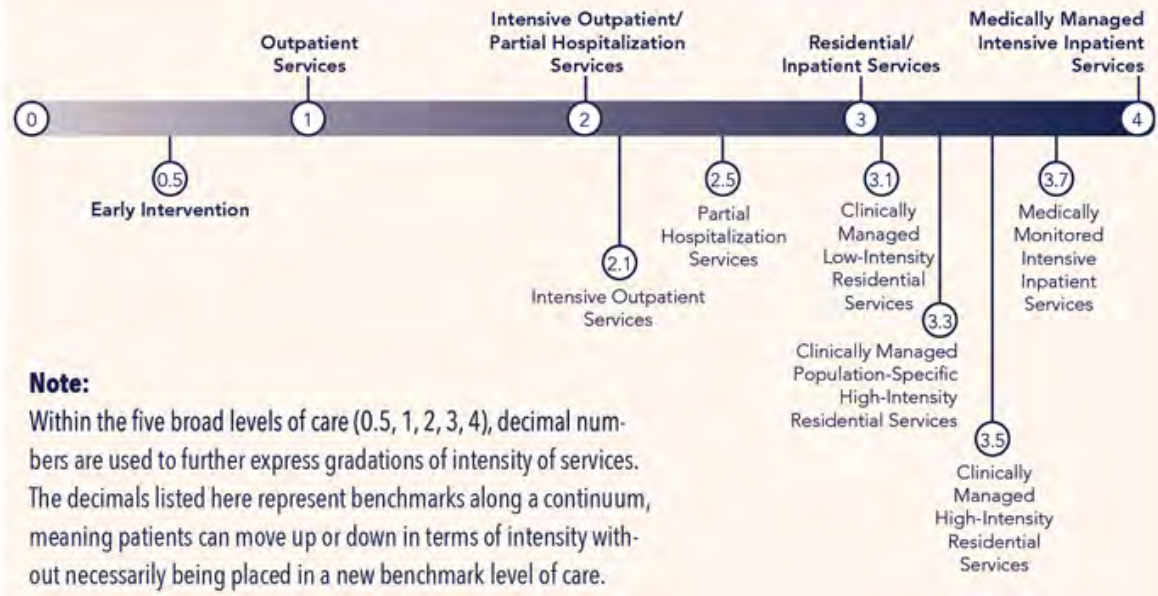
supplement these skills with cognitive behavioral curriculum developed by Corrections Counseling, Inc. These classes include Moral Reconciliation Therapy, Thinking for Change, Staying Quit, and Effective Living.

WCCC follows the American Society of Addiction Medicine's criteria for Levels of Care. The ASAM Levels of Care and an explanation of appropriate matching of services to patient needs are found in the Service Planning and Placement chapter in *The ASAM Criteria: Treatment Criteria for Addictive, Substance-Related, and Co-Occurring Conditions (2013)*.

A general overview of an individual's flow through the WCCC SUD Treatment Program is shown below:



REFLECTING A CONTINUUM OF CARE



WCCC provides Early Intervention (Level 0.5), Outpatient Treatment (Level 1.0), and Intensive Outpatient Treatment (Level 2.1) services to male and female adult populations who are currently under the supervision with Community Corrections. Individuals assessed as needing a higher level of care are referred to appropriate inpatient residential care facilities.

Males and females are treated in separate groups. Level 1 groups occur twice a week. Level 2 groups occur three times a week.

When an individual completes treatment in one of these levels, they are referred to our Aftercare program. This is an eight-module cognitive behavioral class that uses the Staying Quit curriculum developed by Correctional Counseling, Inc. This class helps the client understand the situations and people who may trigger relapse. These groups are open-ended, meaning that new clients can enter an ongoing group at any time. Individuals may be at various levels in the groups but work together to complete all modules, supplemented by several individual sessions with their treatment counselor to connect their aftercare progress to their Relapse Prevention Plan.

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00:00 AM					OFF
9:00:00 AM	Men's Level 1 0900-1030	0800 Assessment	Assessment reports	Men's Level 1 0900-1030	
10:00:00 AM					
11:00:00 AM	Women's Level 1 1030-1200	1030 Assessment		Women's Level 1 1030-1200	
12:00:00 AM	Lunch	Lunch		Lunch	
13:00:00 PM	Men's Level 2 1300-1430	1300 Assesment	Men's Level 2 1300-1430	Men's Level 2 1300-1430	
14:00:00 PM					
15:00:00 PM	Men's Level 1 1430-1600	Women's Aftercare 1630	Men's Aftercare 1630	Men's Level 1 1430-1600	
16:00:00 PM	Women's Level 2 1600-1730		Women's Level 2 1600-1730	Women's Level 2 1600-1730	
17:00:00 PM					

COG Group schedule

Monday	Tuesday	Wednesday	Thursday	Friday
Staying Quit Co-Ed 5:45-7:00 PM	Thinking For Good Women's Group 5:45-7:00 PM	Thinking For Good Sex Offenders 6:00-7:30 PM	Thinking For Good Men's Group 5:45-7:00 PM	No Classes
Thinking For Good In-Custody 7:00-9:00 PM	Moral Reconciliation Therapy Men's Group 7:00-8:30 PM	Responsible Living Co-Ed 7:30-8:30 PM	Thinking For Good In-Custody 7:00-9:00 PM	

Rewards, Sanctions, and Offender Motivation

In accordance with practices exercised at Wasco County Community Corrections, the ratio of rewards to sanctions has been determined to be correlative with the probability of offender success. The offender-supervising staff in Wasco County balance rewards vs. sanctions with a supportive and goal-oriented approach to their being ultimately accountable for their decisions and outcomes. The following information is based on the research paper "Utilizing Behavioral Interventions to Improve Supervision Outcomes in Community-Based Corrections" available online at: <http://citeseerx.ist.psu.edu/viewdoc/download?doi=10.1.1.1029.4467&rep=rep1&type=pdf> Please see Figure 1 on page 398 of this paper.

The National Institute of Corrections authored a guide for probation and parole: Motivating Offenders To Change which may be found here: <https://s3.amazonaws.com/static.nicic.gov/Library/022253.pdf> Chapter 4, page 35 of this guide provides a list of common incentives practiced nationwide by supervising officers and which reflects the practices exercised at Wasco County Community Corrections.

Examples of incentives that our office applies with discretion include the following: verbal recognition, positive statements and affirmations, rapport building, credit for community service hours, travel permits, reduction in or increased flexibility with reporting schedule, decreasing urinary analysis frequency, counting class attendance or home visit as a check-in, certificates of completion and reference letters, extended time to complete specific requirements, early termination of supervision, waiving of subsidy fees or other fee debt, provision of small-reward gift card for specific achievements.

Another reference that encapsulates the philosophy behind our sanctioning approach is a paper written collaboratively for Oregon DOC by a team of community justice stakeholders: The Effectiveness of Community-Based Sanctions in Reducing Recidivism which is available online here: <https://multco.us/file/29250/download>

For the various reasons cited in this paper, Wasco County's approach towards sanctions is to aim for creative non-jail alternatives whenever effective and reasonable with jail time as a back-up to assist with compliance and ultimately ensure public safety. The most effective sanctions include a rehabilitative component. Jail time, when used, should generally be swift and certain knowing that longer jail stays are statistically associated with higher recidivism. Also acknowledged by the above reference paper: "A certain core of incorrigible offenders will likely never respond to treatment or other alternative sanctions and will continue to pose a danger to the community." Until a better approach is established to rehabilitate this population, their long-term incapacitation is unfortunately the only existing response to ensure public safety.

Some examples of non-jail sanctions used at WCCC include: increased reporting schedule, increased urinary analysis screening, increased home or work visitation, written or verbal reprimands, curfews, zone restrictions, cognitive class referrals, in-office cognitive interventions, work crew hours, and non-work crew office duty tasks (door greeter duty, litter pickup, lobby cleanup, etc). Our POs ultimately use discretion based on their training and experience to select and apply the most effective sanction, and to try different approaches according to the resulting responsibility.

Community Partnerships and Collaboration

Helping to guide and reinforce our office's treatment and intervention efforts are partners in the community who play various roles in Wasco County's justice system. There are a number of ways in which this is accomplished:

Transitional Housing

WCCC has contracts with several nonprofit organizations that provide transitional housing in The Dalles. These include Bridges To Change, WINGS, Grace House, and Solid Rock. These encompass a total of 6 houses in the area, three for men and three for women (two of which allow for the custody of the women's resident children).

Peer Mentors

Through WCCC's contract with Bridges To Change, four peer mentors are dedicated to WCCC clients. Three peer mentors are male, one is female. These peer mentors are connected to the transitional housing operated by Bridges To Change and provide daily support, planning, transportation and life skills to their clients.

Work Crew

In collaboration with Wasco County Youth Services, WCCC is supporting a work crew program with a dedicated work crew supervisor. Clients can earn hours for community service work or to subsidize costs for programs that entail fees.

Specialty Courts

WCCC continues to partner with the Wasco County Drug Court and Family Dependency Court programs and sits at the table as a member of these teams. Drug Court and FDC is designed to guide offenders identified as drug-addicted into treatment and improve the quality of life for their families, and the community.

Wasco County Local Public Safety Coordinating Council

The WCCC Director is a voting member of Wasco County's LPSCC which meets every other month and coordinates local justice policy among affected entities and their clientele. Community-wide justice system and rehabilitative efforts are discussed, and Justice Reinvestment Grant funding is directed to targeted programs and services with a collaborative approach.

Criminal Justice Advisory Committee

CJAC connects local judges and court staff, the DA, Sheriff, local OSP Lieutenant, Directors of Community Corrections and Youth Services, Jail Administrator, Oregon Judicial Department, and local Defense Bar to discuss concerns in the criminal justice system and decision-making processes for achieving justice for offenders and victims.

Domestic Violence Council

DVC shares best practices between key stakeholders of law enforcement, justice system, support services, victims and their families. Discusses specific domestic violence cases for best outcomes and debriefs on incidents to assist future decision making.

Department of Human Services Multi-Disciplinary Team

MDT meets twice a month and is driven by the district attorney's office, reviews active DHS abuse cases with key stakeholders to gather information and make decisions to provide support to victims and their families.

Northern Oregon Regional Correctional Facility Case Management Meeting

The NORCOR CMM meets once a month and consists of WCCC, district attorneys, community health partners and mental health staff discuss inmates with acute needs and chronic occurrences of recidivism. This meeting increases collaboration between the jail and community corrections by supporting case management decision making, pre-release planning and by providing offender management plans upon offenders' release from custody.

Mid-Columbia Center For Living

MCCFL is the primary mental health treatment provider in our region and WCCC clients with MH needs are referred here for these services. MCCFL caseworkers collaborate with WCCC.

Columbia Gorge Health Council

CGHC consists of local leaders in health care along with County and community representatives. Through local engagement and leadership, their goal is to achieve better health for the public. CGHC works in partnership with PacificSource CCO. Committees include the Community Advisory Council to ensure a community voice in programs, and the Clinical Advisory Panel which provides stewardship of best clinical practices. CGHC and its committees each meet once a month and WCCC attends these meetings when possible.

Wasco County Board of County Commissioners

Wasco's BOCC approves the programs and contracts of WCCC. The WCCC Director meets with them monthly to keep them apprised of important events, new efforts, business trends, and program outcomes.

These community partners have been very supportive of WCCC's efforts and philosophy, and have assisted planning efforts for its programs to varying degrees. Discussions surrounding these funds and opportunities have occurred in an open and transparent manner. The primary focus for these funds has targeted transitional housing and many LPSCC discussions have related to local housing challenges.

EXHIBIT A – Part 2

2019-2021 M57 Supplemental Funds Intervention Program Budget Summary

Program Expenses (please be detailed)	17-19 M57 Supplemental Funds Carryover	19-21 M57 Supplemental Funds	Other State Funds	County/Local Funds	Total
A. Supervision Related Personnel Costs					
Substance Use Disorder Treatment Counselor (CADC III) Salary Range \$4,015 to \$5,015 monthly, plus benefits		\$103,976			\$103,976
B. Materials and Services					
Books, journals, classwork supplies and materials, graduation certificates, incentives, treatment room furnishings, UAs. Wraparound services to include housing subsidies, employment support, transportation for Tx & services.	\$12,484	\$11,912			\$24,396
C. Treatment Provider and/or Contracted Professional Services					
D. Sanction Costs (by type)					
E. Capital Outlay and Start-Up Costs					
Total	\$12,484	\$115,888			\$128,372

**EXHIBIT B
INDEMNIFICATION
WASCO COUNTY**

Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim), the Department shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the Department on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Department on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the Department on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Alternative Dispute Resolution

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

Indemnification by Subcontractors

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Subcontractor Insurance Requirements

GENERAL.

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Department. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Agency:

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services

required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Agency may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Agency approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



MOTION

SUBJECT: IGA 5900

I move to approve IGA 5900 for supplemental funding under Measure 57 for the treatment of drug-addiction.



AGENDA ITEM

Riverfront Trail Repair and Maintenance

[RIVERFRONT TRAIL WHITE PAPER](#)

Riverfront Trail Repair and Maintenance Efforts and Current Needs

June 2019

Riverfront Trail Construction; a Brief History

The Riverfront Master Plan was completed in 1989. An advisory committee totaling about 20 people was immediately formed following the completion of the Master Plan. This initial committee was ad hoc, began meeting monthly, and consisted of most of the landowners and major interested parties along the river as well as private citizens. The Dalles Riverfront Trail, Inc. was formed in 1994 and replaced the ad hoc committee and continued to meet monthly ever since. The Master Plan suggested that the trail, a major component of the plan, would take about five years to complete. It has now been 30 years with about 1.5 miles of the planned 10 miles total still to complete. The first section of trail was built in 1993.

Construction history and Costs:

1993 – Railroad tracks to Taylor Lakes Section (0.7 miles). \$156,000

1994 – Taylor Lakes bridge. \$67,000

1995 – Discovery Center to Railroad tracks section (0.6 miles). \$132,000

1996 – Marina to Union Street section (0.6 miles). \$461,000

1997 – Engineering for remainder of trail. \$100,000

2000 – Army Corps of Engineers section (Dam area). \$50,000

2001 – Railroad Underpass. \$1,100,000

2006 – Riverfront park to Lone Pine section. \$? Much of it was done as a practice project for the Army Corps of Engineers construction group.

2003 – Port Area section. \$*. (Land Area Donation value \$500,000)

2005 – Kiwanis Park to Chenoweth Bridge section. \$*

2006 – Mt. Fir section. \$*

2007 – PUD section. \$*

2008 – ODFW to PUD section. \$*

2012 – Bargeway to Union Street section. \$*

*The individual totals for these projects are indeterminate but total approx. \$2,500,000.

The total construction cost since 1993 is well over \$5,000,000.

Local Fundraising for Riverfront Trail Repair and Maintenance 2010 – 2018

The Dalles Riverfront Trail, Inc. (TDRfT) a non-profit corporation, carried out five local fundraising efforts for Trail repair projects since 2010, and we are in the process of putting together a sixth one this summer (2019).

During that time we've raised \$52,600 from local individuals, businesses, and, one major contractor/corporation - Whiting-Turner/Google (\$18,750).

In addition, our fundraising has been augmented by additional funding, materials, labor, equipment and staff support from the Parks and Recreation District (P&RD), our super volunteer and donor Dave (& Juanita) Neitling, the City of The Dalles, Meadow Outdoor Advertising, and major in-kind discounts from Crestline Construction and Tenneson Engineering.

We've spent \$72,450 of Riverfront Trail funds raised for Trail repair and maintenance projects and set aside \$3,000 of the \$10,000 needed for a 30-year Trail Repair Reserve Study. This would essentially be a 30-year plan that forecasts our annual trail repair and maintenance costs (2020 - 2050) and the identification, prioritization and timing of the individual trail repair and maintenance needed on an annual basis.

So, the above numbers show that the TDRfT has been providing roughly two of every three dollars in funding of trail repair and maintenance projects to date. This does not take into account the likely labor and materials contribution of Dave Neitling and his asphalt crack sealing work over the past nine years. It is estimated that total is over \$25,000 with P&RD supplying some of the crack sealing material as well - amount/Cost unknown at this point.

Of the 12 Trail repair projects we've identified since 2010 (excluding the Reserve Study), we've completed repairs (or there is on-going work - i.e crack sealing) on 10 of those projects. In addition, one of those projects is no longer considered in need of repair, the Taylor Lake dike passage. The Parks and Recreation District's temporary fix has been holding up for eight years now. One project is likely to be taken care of with just the addition of signage, rolled curb being changed to regular curbing by the Fish & Wildlife shop. The last of those projects, crack repair, has been worked on for the past nine years by David Neitling and the P&RD as noted above.

Also, for the past two years we have funded a Wasco County Youth Authority Summer Community Service work crew to do Trail maintenance work under the guidance of the Parks and Recreation District.

Proposed for 2019

Discovery Center to RR Underpass Trail Repair Project. This project consists of sub-base, fill, retaining wall, asphaltting and seal coat work for a distance of 2,600 feet. The latest cost estimate for this work was provided in May by Tenneson Engineering totaling \$110,184. We are proposing to have Crestline Construction do the construction work, Tenneson Engineering do the engineering and construction oversight work, and SealKote do the Seal Coat work - all local companies. We have raised and set aside from our 2018 fundraiser \$9,500 for this project. We also have a pledge of an \$8,200 discount on Tenneson Engineering's overall \$16,400 estimated charge for their work. So, we are currently \$86,000 short of funding this overall project. We are currently putting together a 2019 summer fundraising effort which we anticipate could raise an additional \$10,000 - \$15,000

Given our shortage in funding, we asked Tenneson to break down this project into four segments, with the idea of funding and carrying out these parts one at a time. The highest priority piece that Tenneson recommended we do first has an estimated price tag of \$29,100.

With a 2019 community fundraising effort of \$10,000, we will still be short of the amount to do the first phase project by about \$7,000.

Summer 2019 Trail Maintenance - Wasco County Youth Authority Community Service Work Crew.

We are proposing, for the third year in a row to provide funding for a Community Service Work Crew to do trail maintenance work on the Riverfront Park section of the Trail. This would be under the guidance of the P&RD. The TDRfT is planning to contribute \$3,750 for this work (if we can raise sufficient funds), the same amount that was spent last year for the crew.

Slurry Seal Maintenance Estimate.

Two estimates have been determined to seal coat the entire 8.5 miles of trail and average approximately \$100,000. As with most estimates at the preliminary engineering stage, a contingency of 20 percent should be added.

Some Other Trail Sections Needing Repair in the Near Future include:

1. Google tank section of the trail; the trail in the section is not on solid ground and seems to be sinking. This could be costly as the trail will need to be reconstructed through this section.
2. Chenoweth Creek by the new vet office and osprey nest; trail base layer needs to be replaced.
3. Poplar tree line section on the north side of Chenoweth Creek; roots are lifting the trail slightly.

Total cost could be \$40,000 to \$50,000.

The total repair and maintenance costs include:

1. Discovery Center to RR Underpass Trail Repair Project = \$110,184
 2. Slurry Seal = \$100,000
 3. Additional trail sections = \$50,000
 4. Contingency = \$52,000 (20 percent)
- Total = \$312,000**

NOTE: If any of these projects fall under prevailing wage requirements, the total could be somewhat higher.



AGENDA ITEM

Pay Compression

[STAFF MEMO](#)

[CIS COMMUNICATION](#)

[COST ANALYSIS](#)

[PAY EQUITY FLYER](#)



MEMORANDUM

SUBJECT: WASCO COUNTY SHERIFF'S OFFICE - CORRESPONDING RANK PAY (SERGEANT)

TO: BOARD OF COUNTY COMMISSIONERS

FROM: NICHOLE BIECHLER, HR DIRECTOR

DATE: 08/08/2019

BACKGROUND INFORMATION:

To address pay compression in the promotion from Deputy to Sergeant in the Wasco County Sheriff's Office. The following recommendation identifies the cause for compression and helps to widen the compression in pay, benefit based, overlap between steps and ranges between these two positions.

Recommendation(s):

It is recommended to maintain the 6% PERS pickup and 85%/15% insurance coverage benefit for the Sergeant position, which WCLEA currently receives. By continuing the insurance and retirement benefit, this would result in a monetary adjustment between \$11,767.68 to \$28,265.04 per year in the Sheriff Office budget (Attached-Exhibit B). This range is attributed to the type of insurance coverage an individual has selected, i.e. Individual, Employee & Spouse, Employee & Child, Employee & Children or Family.

All recommendations have been vetted through a Pay Equity analysis through HR Answers. The Sergeant (445464) position is not of comparable character to any other positions identified in Wasco County. It is justified to move forward with these recommendations from a Pay Equity perspective as well as documented exceptions in the current supervisory state of the office.

To be considered:

It is important to consider the cost-benefit impact when implementing changes to one work group over another. Most commonly referred to as "compensating differentials," Wasco County must be cognizant of any precedent that may be set and clearly communicate why the benefit changes are being made to the Sergeant position.

Attachments:

Exhibit A – Memo from Dave Nelson
Exhibit B – Sergeant Cost Analysis
Exhibit C – July, 2019 Salary Matrix
Exhibit D – Pay Equity Cheat Sheet



citycounty insurance services
cisoregon.org

To: Sheriff Lane Magill, Wasco County Sheriff
From: Dave Nelson, CIS Risk Management/Public Safety Officer
Subject: Staffing Liability
Date: May 13, 2019

Thank you for the call last Friday May 10th regarding liability centered on supervisory staffing. The issue that we discussed was the lack of supervisors for your patrol deputies and the increased risk of civil liability that may have for Wasco County.

It is my understanding that you currently have yourself, your Chief Deputy and one Patrol Sergeant providing supervisory coverage for 14 patrol deputies. I understand that two of the 14 positions are currently vacant, another two positions just entered the basic police academy, today May 13th, and one recent hire was from another law enforcement agency.

The concern that I pointed out was the lack of supervisory staffing and there is a concern with the span of control between patrol deputies and supervisors in the field. The best practice recommendation and contemporary police standards would recommend on patrol supervisor per shift, or at least per patrol team. With 14 patrol deputies the ideal ratio would be three supervisors for the patrol deputies. Counting your current patrol sergeant and the 14 deputies you would have three teams consisting of one sergeant and four deputies. That is very common for current law enforcement agencies around the state of Oregon.

You asked about liability concerns with your current staffing and structure. The liability concern would be "failure to supervise". This type of claim could result from a large criminal case, a search and rescue or what would be considered a minor criminal case where property/evidence was not handled properly, and the criminal case is dismissed. The victim in this case could file claim against the

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county for failure to supervise if and when they found out that you did not have adequate staffing of patrol deputies. This is more concerning considering the lack of experience that you currently have with your patrol staff.

As I indicated in our phone call, if I were in your position, I would look at options to hire or promote two patrol sergeants. When I was police chief, I was in a similar position that you are currently in and I moved positions around to hire/promote additional sergeants as front-line supervisors.

You shared that between your patrol sergeant, Chief Deputy and yourself you always have a supervisor on call. That is a good plan for the short-term, however, I am concerned that that model is not sustainable and does not provide front-line supervisors in the field for your patrol deputies.

I will summarize by saying that your current model does not jeopardize your insurance coverage with CIS, however it is concerning that there is a lack of supervisory oversight of your patrol deputies. To manage this risk better I would strongly encourage increasing your patrol supervisors by two positions for better field supervision, coaching and mentoring deputies with little experience.

Thank you again for your call. If I can be of any further assistance, please feel free to call or email.

Sent via email.

Sheriff's Office Sergeant cost analysis

Position	Position #	Current Wage	Total Premium		County Share - Current Plan		County Share - match to Deputies		County Share Monthly Cost Change			Monthly Total Change		Annual Total Change	
			Employee Only	Family	Employee Only	Family	Employee Only	Family	Employee Only	Family	PERS 6%	Low	High	Low	High
Chief Deputy	ALE1-01	84,192.00	821.67	2,249.31	821.67	1,700.25	706.38	1,919.87	(115.29)	219.62	420.96	305.67	640.58	\$ 3,668.04	\$ 7,792.38
Sergeant	CLE2-01	68,999.00	821.67	2,249.31	821.67	1,700.25	706.38	1,919.87	(115.29)	219.62	345.00	229.71	564.62	2,756.52	6,880.86
Sergeant	CLE2-03	77,952.00	821.67	2,249.31	821.67	1,700.25	706.38	1,919.87	(115.29)	219.62	389.76	274.47	609.38	3,293.64	7,417.98
Sergeant	CLE2-04	72,408.00	821.67	2,249.31	821.67	1,700.25	706.38	1,919.87	(115.29)	219.62	362.04	246.75	581.66	2,961.00	7,085.34
Sergeant	CLE2-05	68,999.00	821.67	2,249.31	821.67	1,700.25	706.38	1,919.87	(115.29)	219.62	345.00	229.71	564.62	2,756.52	6,880.86
Sergeant Total		288,358.00	3,286.68	8,997.24	3,286.68	6,801.00	2,825.52	7,679.48	(461.16)	878.48	1,441.80	980.64	2,320.28	\$ 11,767.68	\$ 28,265.04
All													\$ 15,435.72	\$ 36,057.42	

Notes

1 The increase in insurance assumed for January 1st, 2020 of 8% is included in the annual amount

2 Currently all staff on Employee Only - this could change so the range is shown

1-Jul-19

Pay Grade	Wasco County Position Title	Job Eval. Points	Minimum Step						Market Reference Point	Performance Steps		
			1	2	3	4	5	6		7	8	9
A	Fort Dalles Museum Director Election Workers (Temp.)		\$ 2,071.10	\$ 2,122.88	\$ 2,175.95	\$ 2,230.35	\$ 2,286.11	\$ 2,343.26	\$ 2,401.84	\$ 2,461.89	\$ 2,523.43	\$ 2,586.52
B			\$ 2,205.72	\$ 2,280.78	\$ 2,317.39	\$ 2,375.32	\$ 2,434.71	\$ 2,495.58	\$ 2,557.98	\$ 2,621.92	\$ 2,687.46	\$ 2,754.65
C			\$ 2,349.09	\$ 2,407.82	\$ 2,468.02	\$ 2,529.72	\$ 2,592.97	\$ 2,657.78	\$ 2,724.23	\$ 2,792.34	\$ 2,862.15	\$ 2,933.70
D	Facilities Operator/Caretaker Facilities Technician I	594	\$ 2,501.78	\$ 2,564.33	\$ 2,628.44	\$ 2,694.15	\$ 2,761.50	\$ 2,830.54	\$ 2,901.41	\$ 2,973.84	\$ 3,048.18	\$ 3,124.38
E	Road Laborer Records Clerk	627	\$ 2,664.40	\$ 2,731.02	\$ 2,799.29	\$ 2,869.27	\$ 2,941.00	\$ 3,014.53	\$ 3,089.89	\$ 3,167.14	\$ 3,246.32	\$ 3,327.47
F	Office Assistant (formally Office Asst./Office Spec. I, II, III) Appraiser Trainee	627 639	\$ 2,837.59	\$ 2,908.52	\$ 2,981.24	\$ 3,055.77	\$ 3,132.17	\$ 3,210.47	\$ 3,290.74	\$ 3,373.00	\$ 3,457.32	\$ 3,543.76
C	Wood & Pest Control Assistant-II Victim Assistance Coordinator Road Tech. II Legal Secretary Solid Waste Specialist Accounting Clerk Tax Collector Deputy	708 679 693 713 671 671	\$ 3,022.04	\$ 3,097.58	\$ 3,175.03	\$ 3,254.39	\$ 3,335.76	\$ 3,419.15	\$ 3,504.63	\$ 3,592.24	\$ 3,682.05	\$ 3,774.10
H	IS Technician (eliminated due to Pay Equity 1/1/19) Community Correction Specialist/Case Specialist Civil Technician (Performance Award Steps Open) Office Manager I - Public Works/Administration Permit Technician (Building Codes) Facilities Technician II Property Appraiser I	695 698 710 724 711 728 679	\$ 3,218.46	\$ 3,298.92	\$ 3,381.40	\$ 3,465.93	\$ 3,552.58	\$ 3,641.40	\$ 3,732.43	\$ 3,825.74	\$ 3,921.39	\$ 4,019.42
I	911 Dispatcher/Telecomm. Oper. Solid Waste Coordinator Juvenile Court Counselor Assistant Veterans Intake Coordinator Child Support Specialist Facilities Technician III Planning Coordinator	709 746 750 765 768 698	\$ 3,427.86	\$ 3,513.36	\$ 3,601.19	\$ 3,691.22	\$ 3,783.50	\$ 3,878.09	\$ 3,975.04	\$ 4,074.42	\$ 4,175.27	\$ 4,280.68
J	HR Payroll Generalist Chief Deputy County Clerk Road Specialist Sign Specialist Community Work Service Supervisor Chief Legal Secretary Office Manager II Assistant Planner Property Appraiser II	776 776 782 782 785 819 830 750 710	\$ 3,650.46	\$ 3,741.73	\$ 3,835.27	\$ 3,931.15	\$ 4,029.43	\$ 4,130.17	\$ 4,233.42	\$ 4,339.25	\$ 4,447.73	\$ 4,558.93

Pay Grade	Wasco County Position Title	Job Eval. Points	Performance Steps									
			Minimum Step 1	2	3	4	5	6	Market Reference Point 7	8	9	Award Point 10
K	Mechanic	823	\$ 3,887.75	\$ 3,984.94	\$ 4,084.56	\$ 4,186.67	\$ 4,291.34	\$ 4,398.63	\$ 4,508.59	\$ 4,621.30	\$ 4,736.84	\$ 4,855.26
	Survey & Engineering Technician	779										
	Emergency Preparedness Coordinator	831										
	Executive Assistant - Commission	842										
	Information Services Technician	759										
L			\$ 4,140.44	\$ 4,243.96	\$ 4,350.08	\$ 4,458.81	\$ 4,570.28	\$ 4,684.53	\$ 4,801.65	\$ 4,921.68	\$ 5,044.73	\$ 5,170.85
	Veterans Service Officer	892										
	Road Maintenance Supervisor	903										
	Substance Abuse Treatment Counselor											
	Code Compliance Officer	769										
	Associate Planner	801										
	GIS Analyst* (reclassified 2/16/17)	695										
M	Shop Supervisor	1101	\$ 4,409.58	\$ 4,519.81	\$ 4,632.81	\$ 4,748.63	\$ 4,867.34	\$ 4,989.03	\$ 5,113.75	\$ 5,241.59	\$ 5,372.63	\$ 5,508.95
	Deputy Sheriff (Performance Award Steps Open)	874										
	Probation / Parole Officer	875										
	Wood & Pest Superintendent	883										
	Prevention Coordinator	887										
N	Juvenile Court Counselor	893	\$ 4,696.19	\$ 4,813.60	\$ 4,933.94	\$ 5,057.29	\$ 5,183.72	\$ 5,313.32	\$ 5,446.14	\$ 5,582.30	\$ 5,721.86	\$ 5,864.91
	GIS Coordinator	903										
	County Clerk (not elected official)	930										
	Chief Appraiser	918										
	Manager 911 Dispatch Operations	856										
	Paralegal (position created 07/2019)											

Pay Grade	Wasco County Position Title	Job Eval. Points	Performance Steps										
			Minimum Step 1	2	3	4	5	6	7	Market Reference Point 8	9	10	Award Point 11
O	General Road Supervisor	993	\$ 4,879.47	\$ 5,001.45	\$ 5,126.48	\$ 5,254.65	\$ 5,386.02	\$ 5,520.66	\$ 5,658.68	\$ 5,800.15	\$ 5,945.15	\$ 6,093.78	\$ 6,246.13
	Deputy District Attorney I	1005											
	Project Manager	1025											
	Network Administrator	912											
P	Emergency Mgt. Services Dir.	975	\$ 5,196.63	\$ 5,326.55	\$ 5,459.71	\$ 5,596.20	\$ 5,736.10	\$ 5,879.50	\$ 6,026.49	\$ 6,177.15	\$ 6,331.59	\$ 6,489.88	\$ 6,652.13
	Long-Range/Special Projects Planner												
	Facilities Operation Manager	986											
	County Surveyor	1040											
	Road Surveyor	1040											
	Road Superintendent	1090											
Q	Patrol Sergeant	1081	\$ 5,534.41	\$ 5,672.77	\$ 5,814.59	\$ 5,959.95	\$ 6,108.95	\$ 6,261.68	\$ 6,418.22	\$ 6,578.68	\$ 6,743.14	\$ 6,911.72	\$ 7,084.51
	Senior Planner	967											
	Finance Manager	1083											
	Community Corrections Manager	1006											
R	Chief Deputy District Attorney	1103	\$ 5,894.14	\$ 6,041.50	\$ 6,192.54	\$ 6,347.35	\$ 6,506.03	\$ 6,668.68	\$ 6,835.41	\$ 7,006.28	\$ 7,181.44	\$ 7,360.98	\$ 7,545.00
	Structural-Mech. Inspector (Building Codes)	851											
	Permit Examiner (Building Codes)												
S	Chief Deputy Sheriff	1207	\$ 6,277.26	\$ 6,434.19	\$ 6,595.05	\$ 6,759.93	\$ 6,928.93	\$ 7,102.15	\$ 7,279.71	\$ 7,461.70	\$ 7,648.24	\$ 7,839.45	\$ 8,035.43
T	Building Official (Building Codes)	957	\$ 6,685.28	\$ 6,852.42	\$ 7,023.73	\$ 7,199.32	\$ 7,379.31	\$ 7,563.79	\$ 7,752.88	\$ 7,946.70	\$ 8,145.37	\$ 8,349.01	\$ 8,557.73
	Plumbing/Electrical Inspector (Building Codes)												

Color code:

- Blue = nonrepresented
- Rose = Sheriff union
- Purple = FOPPO

Note: represented positions are placed in a proposed pay grade for information only subject to bargaining.

Pay Grade	Management Positions Wasco County Position Title	Job Eval. Points	Minimum Step	Performance Steps										Award Point			
				1	2	3	4	5	6	7	8	9	10		11	12	13
M1	Youth Services Director County Clerk	1076	\$ 5,267.73	\$ 5,399.42	\$ 5,534.41	\$ 5,672.77	\$ 5,814.59	\$ 5,959.95	\$ 6,108.95	\$ 6,261.68	\$ 6,418.22	\$ 6,578.68	\$ 6,743.14	\$ 6,911.72	\$ 7,084.51	\$ 7,261.62	\$ 7,443.16
M2	Treasurer*	1063	\$ 5,610.13	\$ 5,750.38	\$ 5,894.14	\$ 6,041.50	\$ 6,192.54	\$ 6,347.35	\$ 6,506.03	\$ 6,668.68	\$ 6,835.41	\$ 7,006.28	\$ 7,181.44	\$ 7,360.98	\$ 7,545.00	\$ 7,733.63	\$ 7,926.97
M3	Public Works Director County Commissioner* Assessor	1178	\$ 6,363.13	\$ 6,522.21	\$ 6,685.26	\$ 6,852.40	\$ 7,023.71	\$ 7,199.30	\$ 7,379.28	\$ 7,563.77	\$ 7,752.85	\$ 7,946.68	\$ 8,145.34	\$ 8,348.98	\$ 8,557.70	\$ 8,771.64	\$ 8,990.94
M4	Information Services Director Planning Director Human Resources Director Sheriff	1210 1183 1103	\$ 6,776.75	\$ 6,946.18	\$ 7,119.83	\$ 7,297.83	\$ 7,480.28	\$ 7,667.28	\$ 7,858.96	\$ 8,055.44	\$ 8,256.83	\$ 8,463.24	\$ 8,674.82	\$ 8,891.69	\$ 9,113.99	\$ 9,341.84	\$ 9,575.38
M4A	Finance Director	1188	\$ 7,831.48	\$ 7,988.11	\$ 8,147.87	\$ 8,310.83	\$ 8,477.04	\$ 8,646.48	\$ 8,819.51	\$ 8,995.91	\$ 9,220.80	\$ 9,451.32	\$ 9,687.61	\$ 9,929.80	\$ 9,971.84	\$ 10,432.49	\$ 10,893.31
M5	Administrative Officer	1321	\$ 10,005.23	\$ 10,261.77	\$ 10,524.89	\$ 10,794.76	\$ 11,071.55	\$ 11,355.43	\$ 11,646.60	\$ 11,945.23	\$ 12,251.52	\$ 12,565.65	\$ 12,879.80	\$ 13,201.79	\$ 13,531.83	\$ 13,870.14	\$ 14,216.88

Color code:

Blue = nonrepresented

* These positions are pro-rated according to their FTE status.

Commissioners are .5 FTE

Treasurer is .2 FTE

Pay Equity

Cheat Sheet



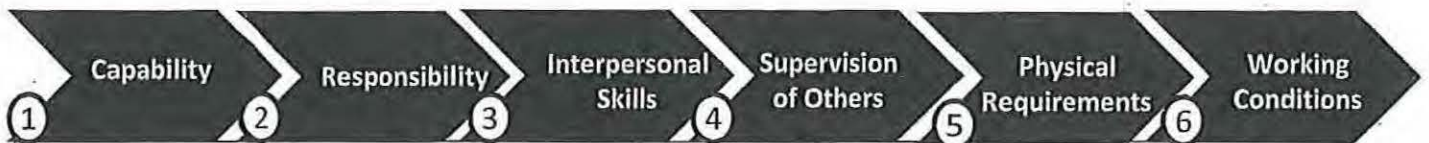
History of Equal Pay Act – Signed by President Kennedy in 1963, it was among the first federal laws to address gender discrimination. The law mandated equal pay for equal work by prohibiting employers from paying men and women different wages.

What is Pay Equity? A continuation of the Equal Pay Act which Oregon enacted in 2017. Phase 1 prohibits employers from seeking salary history from an applicant. Phase 2 prohibits all employers from discrimination between protected classes in the payment of wages for work of comparable character. Employers are allowed to compensate at different levels based on bona fide factors related to the position.

What are bona fide factors? A seniority system, a merit system, a system that measures earnings by quantity or quality of production, education, training, experience, or a combination of these factors.

What is work of comparable character? Work of comparable character is work that requires substantially similar knowledge, skill, effort, responsibility, and working conditions.

Defining Comparable Character at Wasco County



Each of these categories represent a character of work for that position. All positions are assigned a level 1-6 for each category. Each level measures the ability, skills, and knowledge base required to fulfill the job responsibilities. The levels assigned then make up each job profile which differentiates each position.

Example of Job Profiles

Job 1

Capability	Level 1
Responsibility	Level 1
Interpersonal Skills	Level 2
Supervision of Others	Level 2
Physical Requirements	Level 3
Working Conditions	Level 1
Job Profile	1,1,2,2,3,1

Job 2

Capability	Level 3
Responsibility	Level 1
Interpersonal Skills	Level 1
Supervision of Others	Level 1
Physical Requirements	Level 2
Working Conditions	Level 2
Job Profile	3,1,1,1,2,2