



AGENDA: REGULAR SESSION

WEDNESDAY, AUGUST 5, 2020

WASCO COUNTY BOARD OF COMMISSIONERS

<https://meet.google.com/joo-mudn-vpm?hs=122> OR 1-502-382-4610 PIN: 321 403 268#

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 and 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.

In light of the current COVID-19 crisis, the Board will be meeting electronically. You can join the meeting at <https://meet.google.com/joo-mudn-vpm?hs=122> or call in to [1-502-382-4610](tel:1-502-382-4610) PIN: 321 403 268#

We appreciate your patience as we continue to try to serve the public during this time. Please use the chat function to submit real-time questions or comments. You can also submit comments/questions to the Board anytime on our webpage: [Your County, Your Voice](#)

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|-------------------|---|
| 9:00 a.m. | CALL TO ORDER Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. Corrections or Additions to the Agenda <u>Discussion Items</u> (Items of general Commission discussion, not otherwise listed on the Agenda) <u>NCPHD COVID-19 Updates; Bridges to Change Agreement</u> <u>Consent Agenda: Minutes: 7.8.2020 Special Session; 7.15.2020 Regular Session; 7.22.2020 Special Session</u> (Items of a routine nature: minutes, documents, items previously discussed.) |
| 10:00 a.m. | <u>Elections/Cyber Security</u> – Lisa Gambée/Andrew Burke |
| 10:20 a.m. | <u>FOPPO Extension Agreement</u> – Nichole Biechler |
| 10:30 a.m. | <u>FEMA Grant Agreement</u> – Will Smith |
| 10:40 a.m. | <u>GIS Fee Waiver Request</u> – Tycho Granville |
| 10:50 a.m. | <u>VOCA Grant Funds</u> – Judy Urness |
| | 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
AUGUST 5, 2020**

This meeting was held on Google Hangout Meet

or call in at [1-502-382-4610](tel:1-502-382-4610) PIN: 321 403 268#

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

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

Chair Hege opened the session at 9:00 a.m.

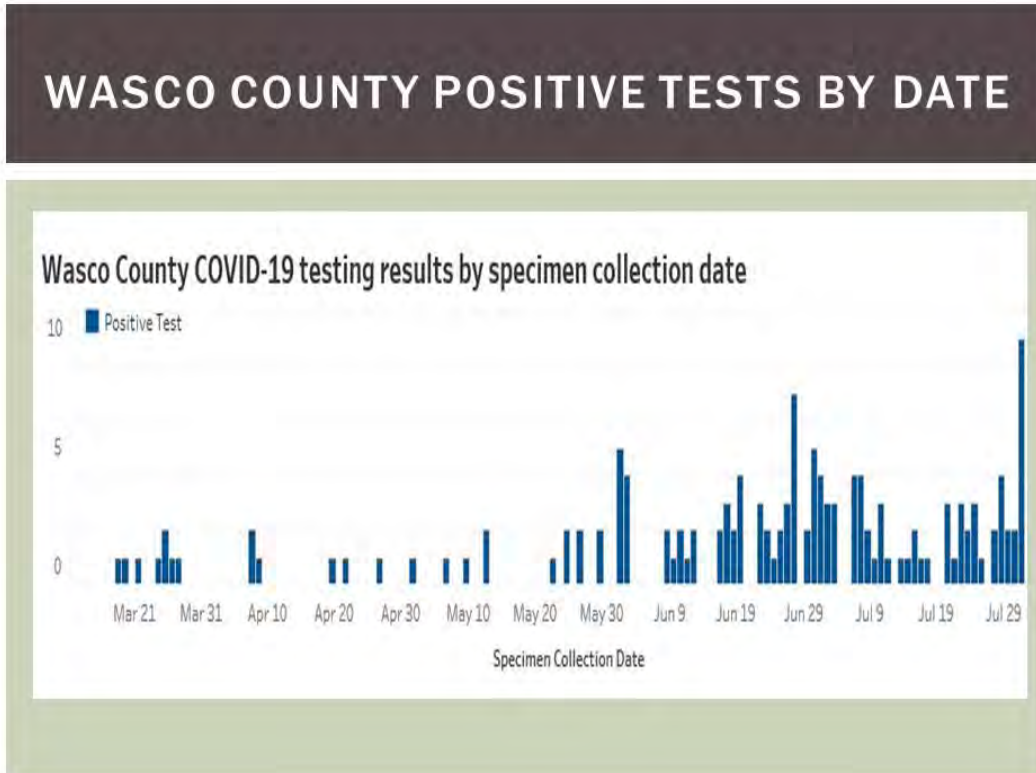
Discussion Item – COVID-19 Updates

Public Health Officer Dr. Mimi McDonell reviewed the slides below. Dr. McDonell explained that the numbers on the first slide represent the total number of positive/presumptive cases in each county, followed by the percentage positivity rate since we began in March. The State is hovering around 5.5-5.9%

**COUNTY DATA CASES TO DATE
(AVERAGE PERCENT POSITIVE TEST)**

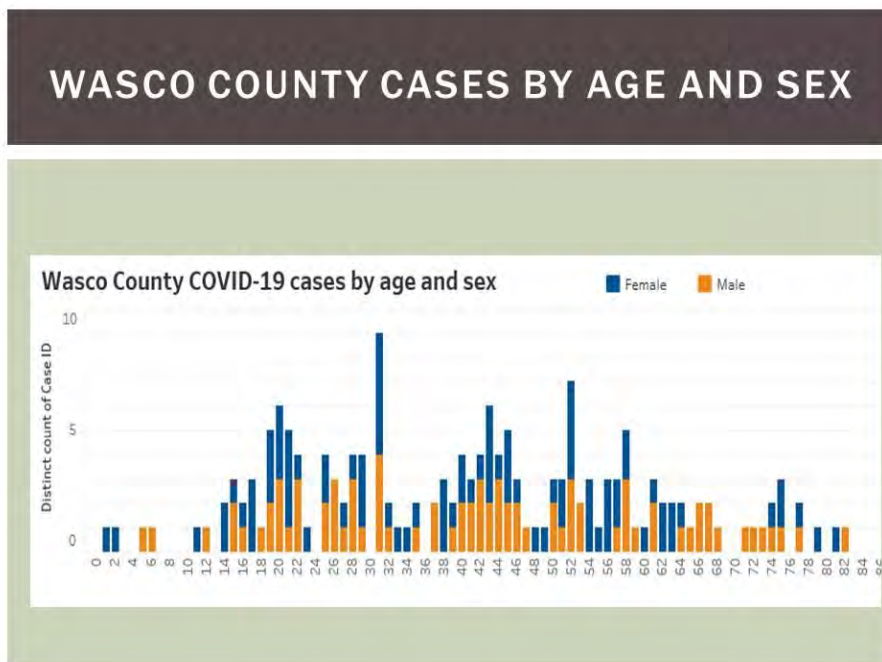
| | | |
|--------------|-----|--------|
| ■ Wasco | 172 | (4.9%) |
| ■ Sherman | 14 | (5.4%) |
| ■ Gilliam | 4 | (2.4%) |
| ■ Hood River | 174 | (4.6%) |

Dr. McDonnell said that the slide below represents the epi-curve. illustrating the level of spread from March through the end of July.



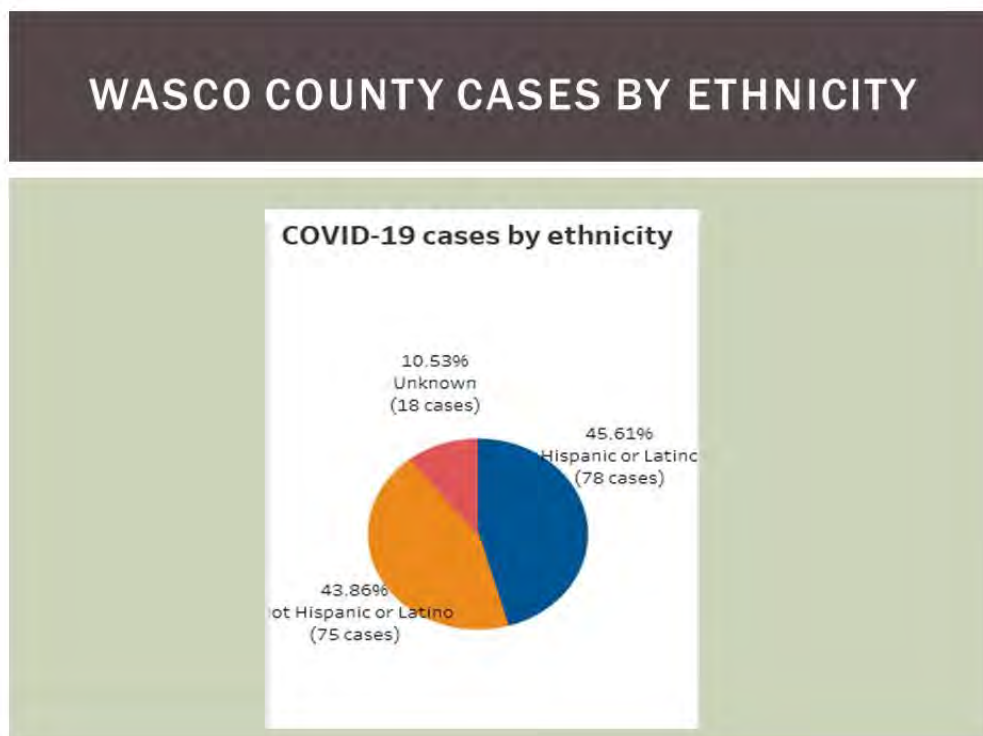
In the beginning the cases were spaced out and started picking up in May with increases throughout June and July.

The next slide shows the ages and genders of positive cases.



It is important to note that had this data been pulled a couple of months ago, the cluster of cases would have been in the 40-50 year old age group. In the past few weeks we have had a much younger average range of ages.

The following slide breaks down the cases by ethnicity. The unknown portion is due to patients either not being asked or the answer not being recorded. NCPHD does try to go back to gather that data. She said that our Latinx population is 20%-25% of our population but represent nearly 46% of the positive cases.



Dr. McDonnell said that on a call with OHA yesterday, they talked about what it means to be on the watch list. It has a lot to do with the percentage on the sporadic cases – those where we cannot identify where they got the virus. If that is at 55 per 100,000, the county is placed on the watch list and will stay there for a minimum of 3 weeks. The good thing about being on the watch list is there are more resources available.

Dr. McDonnell went on to say that they talked about what the potential is for being rolled back to an earlier phase based on watch list status. What had been explained is that being on the watch list is not a precursor to a roll back; those are very different conversations that would be had with local public health and county commissioners.

Regarding the school districts and the potential for in-person instruction, the following slide outlines the standards that must be met in order for in-person instruction to take place.

RETURN TO IN-PERSON INSTRUCTION

- **County Metrics- to be met 3 weeks in a row**
 - Case rate ≤ 10 cases/100,000/week
 - Test positivity $\leq 5\%$ in the preceding 7 days
- **State metric**
 - Test positivity $\leq 5\%$ in the preceding 7 days

The current local numbers are shown on the slide below.

CASE RATE PER 100,000 WEEK OF 7/19-7/25

- Wasco 60.0 (52,93)
- Sherman 0.0 (168,112)
- Gilliam 52.3 (52,0)
- Hood River 85.5 (111,47)

The numbers next to the county name are cases per 100,000 for the week of July 19th through July 25th. The numbers in parentheses are for the two weeks prior. These numbers are much higher than the maximum allowed in order to conduct in-person instruction. However, meeting those standards is not unobtainable.

Chair Hege asked for an explanation of the reference to presumptive cases. Dr. McDonell replied that in a case where a patient has not been tested or may have tested negative but is symptomatic, they must meet specific criteria to be considered a presumptive case of COVID-19: 1) They must have been in close contact with a positive case; 2) they must display at least two of the following symptoms: Shortness of breath, cough, fever, radiographic evidence of pneumonia, new loss of their sense of taste or smell and no more likely diagnosis.

Chair Hege said that he assumes they will be tested once they are determined to be presumptive. Dr. McDonell replied that once a patient is considered presumptive, they remain so unless they test positive and are moved on the list of positive cases. Chair Hege asked if the numbers updated every day include presumptive cases. Dr. McDonell responded that with the shortage of testing supplies and long turnaround time, they do include the presumptive cases in their daily update.

Chair Hege commented that the age range shown is very broad – even children in the 2-3 year old range. He asked what would happen if a county met the standards for in-person instruction but the state as a whole did not. Dr. McDonell said that both state and county standards must be met before any county can offer in-person instruction.

Vice-Chair Schwartz said that the national census for our county demographics places the Latinx population at 19.2% making that group even more over represented in the positive case numbers. She pointed out that thousands of our seasonal workers were not local residents and asked if they were counted in our numbers. Dr. McDonell replied that they were counted in our data and observed that it would be interesting to look at the same data without those cases included.

Chair Hege said that it can be confusing to understand the difference between people who are no longer sick and those considered recovered. Dr. McDonell responded that some of the confusion is because counties and the state are often using different metrics for classifying patients as recovered. She pointed out that although on an individual level it is a crucial distinction, for the health department

it is less of an action item. The state uses 60 days from onset of symptoms but locally, we felt that was longer than needed. By 30 days, the vast majority are recovered and no longer contagious; that is the number we use in Wasco County. Hood River County used the number released from isolation or quarantine. Looking at the case rate per week is the more helpful.

Kate Wilson asked what types of situations are driving the community spread numbers. Dr. McDonell replied that in the months of June into July, it was workplace outbreaks. As harvest finished up, there are fewer of those and more social event outbreaks – families getting together and the younger population congregating.

Liz Turner asked how many positives in Wasco County have been false positives. She added that while there are children testing positive, there has been almost zero report of them actually being sick. Dr. McDonell stated that we have had a very low rate of false positives; we miss many more cases that we report falsely. There have been a small number of children; they can be devastated by the virus but for the most part they are asymptomatic.

Ms. Turner asked if the tests are COVID-19 specific rather than just corona virus. Dr. McDonell replied that the tests are very specific to COVID-19.

Angie Brewer asked if there are lesser risks at day cares and does age matter. Dr. McDonell replied that age does seem to matter. It appears that age 10 and under are about half as good at spreading the virus. It is also easier to cohort children in day care facilities than in schools. She suggested that we invite some early childhood educators to talk about that.

Commissioner Kramer said that last week there was a conversation about getting an update from the superintendents around the county as school reopening is a hot topic. The superintendents and school boards are working hard on some sort of opening. He said that Jack Henderson from Dufur School District, Pat Sublette from the Educational Service District, Theresa Peters from the North Wasco County School District (NWCSD) and John Nelson from the NWCSD Board have joined us today.

Mr. Henderson thanked the Board for this opportunity. He said that Dufur's 2019-2020 school enrollment of 325 was their highest ever. The original intent with planning for the 2020-2021 school year was to be in school full-time with

cohorting. As the rate of infections rose, it became clear that full-time would not work so they moved toward a hybrid approach. Now that the metrics have been released, they are moving full-speed to prepare for online education. He said that over the summer they have surveyed parents – 60% wanted kids in school full-time; 30% thought that hybrid would be okay. There are some who believe all kids should be in school and some who will not send their kids back to school until there is a vaccine available. He said that it is important to look at how we can help families who are juggling education for their kids and their jobs. He said more communication with families is needed. He said that one response that was universal was the challenges for daycare. Dufur School operates two daycares and wants to have them open as soon as they are able. He said that his sense, when talking to parents, is that they do not want their kids to wear masks all day long.

Commissioner Kramer said that the Board wants to help in any form or fashion that they can. Mr. Henderson commented that Wasco County Emergency Manager Sheridan McClellan is doing an amazing job of support for the schools; Wasco County Emergency Management is very much appreciated.

Ms. Peters thanked the Board for the opportunity. She said that this has been a summer like no other; staff is working very hard to respond to the shifting guidance that has been coming out. She said they had been planning a hybrid setting for the 2020-2021 school year based on input gathered in June from parents. They also spent time assessing facilities and spaces that could be utilized within the parameters of the guidance. They could only do that two days a week for each student. With the new metrics from the state, they are shifting to virtual learning. She said she appreciates the common metrics for equity around the state. She stated that they have three teams in place to work on the various aspects of the virtual program: 1) Instructional Team 2) Support Team (social, emotional, food, etc.) 3) Technology Team (assessing needs and putting strategies in place to meet those needs).

Ms. Peters went on to say that they are developing targeted training for staff and doing some adjustments to the school calendar; they will be taking that to the school board on August 13th along with the plan for the year. She said it has been a team effort and they appreciate the support of the ESD and Claire Ranit who has been instrumental in working with Public Health and the Districts for a robust communicable disease management plan.

Nichole Biechler asked what communication has been relayed out to staff

regarding positions. Ms. Peters said they have kept staff informed, sending out updates via email as things change. She said they are still planning around what supports will be needed and if they may need to repurpose some staff to meet needs. Those specifics have not gone out yet.

Vice-Chair Schwartz asked how big of a challenge will internet connectivity be for NWCS21. Ms. Peters replied that it will be a challenge for some families. Given the emergency status and quick turnaround, staff did a good job in the spring. However, they are planning a better response for this fall. As part of registration, which can be online for K-12, they will survey parents about their technology needs. As part of the grants they have received, there are funds for Wi-Fi hotspots. She reported that they just submitted a grant that is specific to the Latinx population and will also include Wi-Fi hotspots. She observed that Unified Command is looking at internet service providers throughout the city. She said they have shared address information so they can see where the weaknesses exist.

Vice-Chair Schwartz asked about the comment regarding equity in the common metrics coming from the State. She pointed out that some of the smaller districts in Oregon are questioning why they cannot go to full-school as they have low numbers in their districts. Ms. Peters responded that she feels that the common metrics, applied by all districts, gives more equity across the state with common standards of education.

Vice-Chair Schwartz asked what the teachers and staff are saying about the different models for now and in the future. Ms. Peters reported that she has received communications from teachers and staff. Once a week she meets with union leadership to give updates and get feedback. There are concerns about staff safety, how we can deliver services and giving good instruction in a distanced format. They are working through those issues.

Vice-Chair Schwartz asked if there is any indication of how many families are planning to home school their children. Ms. Peters said they should have a better idea of that after registration week. The number they have received so far is comparable with previous years.

Youth Services Director Molly Rogers commented that the school located within the detention facility reconvened for in-person education on Wednesday. We really appreciate the partnership with the Administration at North Wasco School

District to ensure ongoing education, while maintaining safety precautions for students and faculty.

Mr. Nelson added that the building blueprint referenced by Ms. Peters is on the district website along with a one page explanation for parents.

Ms. Soblette said that the districts have been working very hard since March; few have taken time off as you might expect during the summer months. Guidance from the State has changed as we move through this and the districts have made many adjustments. Last week was a big shift. In the week before, they heard from parents that they would not be sending their kids back as they did not feel safe. Then the guidance came out that we will all be in distance learning. Districts are working to adapt and are doing an amazing job. Ms. Ranit has been an amazing addition for emergency response. The first three sections of the blueprint are very detailed – Ms. Ranit organized that into a document that districts can modify to fit their specific circumstances. It is used at the ESD as well. The ESD will be receiving more than 60,000 masks and shields which is about 9 per child. NWCSD is receiving that on behalf of the ESD as they have the space to receive such a large delivery. The ESD is focused on distance learning and working with the districts. New employees are being hired through grant dollars; they are employing people who bring expertise to distance learning.

Debby Jones asked if there is any discussion for face shields as opposed to masks. Ms. Soblette replied that they are ordering child-sized masks and shields for daycare and special education programs. The ESD ran summer school in the orchards with small groups of children; many parents were sending children with masks even before it was required. Preschool teachers are being asked to wear both a shield and a mask.

Commissioner Kramer thanked everyone for their updates. He said that if the public has questions, please send them directly to him to coordinate responses through Unified Command and the Districts. He said this has been beneficial for everyone and if we can help in any way we would like to do so.

Forest Service Area Manager Lynn Burditt said things in recreation remain the same. They continue to update what sites are open and which are closed on the Ready Set, Gorge website. They have released a Let' Talk Trash public notice trying to address the trash problem that is being seen across the region. The Fir Mountain fire is 313 acres and is 30% contained. There are up to 400 personnel involved in the response; the biggest challenge is the wind.

Agenda Item – Elections/Cyber Security

County Clerk Lisa Gambée explained that in 2018 the federal government designated elections as critical infrastructure. She said that she has participated in 3 federal tabletop exercises dealing with a variety of circumstances. Cyber security is at the top of the list in light of the recent ransomware attacks involving local governments. The Center for Internet Security is coordinating efforts across the country. They are partnering to offer a service for free that is an additional layer of security with monitoring at the national level. We have been offered that service through the Secretary of State's Elections Division. Interim Information Services Manager Andrew Burke has been working with her, the Sheriff's Office and North Central Public Health District as their data will also be impacted by the service. Everyone believes that it will be a benefit. The agreement has been reviewed by legal and can be signed by the Administrative Officer.

Mr. Burke said that the system is a third party system that works through an intergovernmental agreement. The underlying value is the information sharing. It will identify and mitigate threat vectors and prevent attacks. With the 24/7 monitoring we can proactively deal with security threats. It is a valuable system that we can take advantage of; it tracks the internet traffic – if the signature matches a potential threat, we get notified immediately. He said that he recommends moving forward with the system.

Mr. Burke went on to say that we implemented SPLUNK last year; it gives us similar monitoring abilities internally. With SPLUNK, we have identified two potential internal threats and mitigated those to a green status with no additional potential threats. Both are good services.

Ms. Gambée said that this is just to provide the Board with the information and answer questions.

The Board was in support of moving forward with the program. Ms. Gambée said this has been an intense experience and she appreciates the support.

Discussion Item – Bridges to Change

Community Corrections Manager Fritz Bachman said that this is the 3rd renewal of the agreement with Bridges to Change for transitional housing. This is very similar to previous agreements; the big change is the budget. The costs for staff and programs remain the same. What has been removed is costs for additional peer

mentors. We cannot afford that if we want to maintain the program. The agreement sets a ceiling of \$126,000 for the year which reflects the amount needed to fund the program and house manager. Our caseload has been diminishing for the last three years which reduces state funding. We took an 11% cut last year; we have not seen the allocation for this year, but there is an upcoming special session and they need to balance the budget in light of all the COVID-19 costs.

Mr. Bachman said that Bridges to Change is on the cusp of a contract with Pacific Source for mentoring costs. If they can get that up and running, they will be able to add that piece and pass the savings on. They are currently maintaining 3 peer mentors. If we have to provide funding for a mentor every month, we would run out of money in February. He reported that Bridges to Change has been amazing in working with us in relation to reduced funding. The program started here in April of 2017. Since that time, we have seen over 90 men engaged in the program with a success rate of over 60% - phenomenal results. The ceiling in the agreement does not represent the entire transitional housing budget as we have an agreement with Wings for women which is a smaller program. We also have some funds set aside to fill other transitional gaps.

Sheriff Magill said we are hoping that the budget can be stabilized. Mr. Bachman has done a great job getting this in place for this year; we hope to get that done for the long term. It is a great program and we have one of the highest success rates in the state. He said he is very proud of the team.

Chair Hege commented that it has been one of the more exciting programs we have had. There were a lot of concerns when we opened the first house, but it has worked out well.

Vice-Chair Schwartz asked if the Wings program is an equitable program with the stabilization houses and peer mentors. She asked if we have a similar agreement with them. Mr. Bachman replied that 10% of our caseload is female. For housing, the most basic is stabilization where people might be less comfortable functioning in a home. This gets them settled in and staying clean. Bridges to Change can hold 10 people. Wings gives us 2-3 beds which is a good ratio between the two. For Bridges we spend about \$1,062 per bed per month. Wings is a bed rate of \$1,500 per bed per month. Women tend to have a higher rate of needs; a lot are moms and might be burdened with negative relationships. It is a more cohesive social environment. The house also accommodates babies and toddlers. That increases needs and explains the higher costs. Wings has a house manager and peer mentor

– both are part-time.

Mr. Bachman went on to say that after stabilization housing there is housing that really only needs a landlord willing to maintain clean and sober housing. Bridges offers that for both men and women. They hold group meetings, residents are free to come and go and they maintain their own finances, etc. It is the final step to full independent living.

{{{Vice-Chair Schwartz moved to approve the Transitional Housing and Support Services Program Personal Services Contract between Wasco County and Bridges to Change. Commissioner Kramer seconded the motion which passed unanimously.}}}

**Agenda Item – Federation of Parole and Probation Officers (FOPPO)
Extension Agreement**

Human Resources Director Nichole Biechler said that because of the current situation with COVID-19, FOPPO approached union counsel for an extension with a 2% wage increase and Fair Share laws compliance language. Fair Share addresses union dues and changes to JANIS which is part of union negotiations and dues. It went into effect a year or two ago and we just needed to update that language for the contract.

{{{Commissioner Kramer moved to approve the Extension Agreement between Wasco County and the Federation of Parole and Probation Officers. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Agenda Item – FEMA Grant Agreement

Senior Planner Will Smith explained that this is closing the loop on the Community Wildfire protection Plan grant. He reviewed the information included in the packet. He said once the Board approves, they can get started on the work. The meetings will start this winter when community partners have more time to devote to the work.

Commissioner Kramer asked if our match will be funds or labor. Mr. Smith replied that there will not be a cash contribution from the County. We will be recording the time we put into it; no impact to the budget.

Commissioner Kramer said this is important work and the team is doing an excellent job.

{{Vice-Chair Schwartz moved to approve the Fire Management Assistance Grant Agreement #FM-5195-21-POR to revise Wasco County's Community Wildfire Protection Plan. Commissioner Kramer seconded the motion which passed unanimously.}}

Agenda Item – GIS Fee Waiver Request

GIS Coordinator Tycho Granville reviewed the memo included in the Board Packet.

Vice-Chair Schwartz said that she does not fully understand Sherman County's concern. Mr. Granville replied that they want it only used internally and not made public. That would not work as they are trying to come up with a public application for waste water. He commented that Sherman County does not waive fees for anyone ever.

Chair Hege noted that we have not approved a waiver in the past, but this is the first time that partners have by-in-large supported the waiver.

Commissioner Kramer said that this is not part of our core service; we may not want to set this as a precedent.

Vice-Chair Schwartz said that it is not clear what the benefits to Wasco County would be. She noted that 33 other counties have found value in this and have waived fees. She said we have discussed waste water needs in Waco County but she would want to know what the specific benefits are; she would like to hear directly from OSU. Mr. Granville pointed out that we are one of the few counties that actually sells data.

Chair Hege said that one thing he would want to make clear is that it would be a one-time ask. He said he thinks there may be some value but we need to better understand what that is. Some of our small communities have some waste water issues. It is unusual that the partners support the request. He said he is fine with inviting them to come to the session to answer questions. He said that we provide all the information publicly. It is the raw data we sell that allows them to put it into their own system for analysis.

Agenda Item – VOCA Grant Funds

Deputy District Attorney Leslie Wolfe said this is a grant that provides legal and

other services to victims of crime. With the pandemic, the District Attorney's Office has not been able to use all the funds and would like to transfer the remainder to HAVEN in order to keep the funds in the community. She noted that we did this in the last grant cycle in 2018 and have permission from the grant monitor.

Executive Director Tara Koch said that this contract supports legal services and mental health. It would pay for consultations with attorneys, emergency vouchers for food/clothing full-time employee for mental health and emergency needs.

{{{Commissioner Kramer moved to approve the Memorandum of Understanding between HAVEN and Wasco County to improve access to a broad range of counseling and wellness program activities for HAVEN clients. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Public Comment

Liz Turner stated that one of her concerns is whether or not we can more fully activate the justice system. She pointed out that a speedy trial is a sixth amendment right and things are being held up in the courts. She said that it is also not good for the victims and witnesses can forget what they saw or heard when trials are delayed.

Ms. Turner went on to say that she does not believe the pandemic is the big deal that we are making it. Every virus cannot shut us down; people die and she is sorry for that. She said that the malaria drug is not just treatment; it is a preventative and is cheap. If people with compromised health had access, they could have some protection. She asked if there is anything we can do to supply people with that.

Chair Hege said that this is a challenging time and he will pass along the comments regarding the court system.

Sheriff Magill said that the courts are doing the best they can to get caught up. In Wasco County, we are looking at 700 cases that are backlogged. They are plugging away to get caught up.

Consent Agenda: Minutes - 7.8.2020, 7.15.2020, 7.22.2020

{{{Commissioner Kramer moved to approve the Consent Agenda. Vice-Chair

Schwartz seconded the motion which passed unanimously.}}

Commission Call

Chair Hege said he attended the virtual NACo conference and voted on behalf of the County. He said this is the first time in his memory that there was only one candidate for 2nd Vice-President; there are usually quite a few. There were also some small bylaw changes.

Commissioner Kramer said that they are in the process of finding someone to replace Lynette Black on the UC for PPE distribution; it will be a high need in the fall.

Vice-Chair Schwartz said that she attended the AOC/OSHA meeting with Director Woods to discuss temporary vs permanent rules. The notion of permanence is anything over 180 days and anything related to COVID will go on at least that long. However, COVID rules will be separated and more easily struck. There will be another meeting with AOC to discuss the specifics.

Vice-Chair Schwartz went on to say that there will be a second round of interviews in late August for the NCPHD Director position. The Executive Director of CAP, Jim Slusher, has submitted notice of retirement. It is a loss but also an opportunity.

Mr. Stone stated that Unified Command's big task for this period is targeting and reaching out to the 16-25 year old population to educate them that gathering is risky business. He said that they want to encourage them to keep their distance, wear masks and not congregate. He said that he would appreciate the Board's support. He reported that just last night when he walked by Sirosis Park, he observed a volleyball game with 30-40 people.

Chair Hege asked if there is anything that can be pushed out on our social media. Mr. Stone said that UC is working on that. They are also looking for a 3rd party contractor to help them connect with that age group – perhaps Immense Imagery. Chair Hege said that Debby Jones would also be a good resource. Mr. Stone responded that Ms. Jones participates in the planning calls.

Chair Hege closed the session at 11:08 a.m.

Summary of Actions

MOTIONS

- **To approve the Transitional Housing and Support Services Program Personal Services Contract between Wasco County and Bridges to Change.**
- **To approve the Extension Agreement between Wasco County and the Federation of Parole and Probation Officers**
- **To approve the Fire Management Assistance Grant Agreement #FM-5195-21-POR to revise Wasco County's Community Wildfire Protection Plan.**
- **To approve the Memorandum of Understanding between HAVEN and Wasco County to improve access to a broad range of counseling and wellness program activities for HAVEN clients.**
- **To approve the Consent Agenda: July 8, 2020 Special Session Minutes, July 15, 2020 Regular Session Minutes, July 22, 2020 Special Session Minutes.**

Wasco County
Board of Commissioners



Scott C. Hege, Commission Chair



Kathleen B. Schwartz, Vice-Chair



Steven D. Kramer, County Commissioner



DISCUSSION LIST

[COVID-19 UPDATES](#) – Community Partners

[BRIDGES TO CHANGE AGREEMENT](#) – Fritz Bachman



DISCUSSION ITEM

COVID-19 Updates

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



DISCUSSION ITEM

Bridges to Change Agreement

[STAFF MEMO](#)

[TRANSITIONAL SERVICES CONTRACT](#)

[SCOPE OF WORK](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Bridges to Change Agreement

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FRITZ BACHMAN

DATE: JULY 22, 2020

BACKGROUND INFORMATION:

This contract is based upon all prior contracts we have had for these services. The costs and scope of work are nearly the same as they have been historically. In discussion with Bridges to Change, we have reduced the costs for existing services and set a not-to-exceed amount to keep costs aligned with Community Corrections fiscal year budget.

TRANSITIONAL HOUSING AND SUPPORT SERVICES PROGRAM

PERSONAL SERVICES CONTRACT

This Contract is by and between Wasco County (“**COUNTY**”) and Bridges To Change (“**PROVIDER**”), for the performance of transitional housing and support services for the Community Corrections Department of COUNTY in its goal to reduce criminal behavior by promoting positive change in individuals.

A. RECITALS

COUNTY has the need for the services of an organization with particular ability, knowledge and experience as possessed by PROVIDER. PROVIDER is an established provider of the transitional housing and support services as outlined in the Scope of Work, and has a long standing positive working relationship with several Oregon counties and their Community Corrections departments. COUNTY has determined that PROVIDER is qualified and capable of performing the professional services as COUNTY requires, under the terms and conditions set forth.

B. CONTRACT EXHIBITS

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

Exhibit A: Scope of Work

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to no later than June 30, 2021 and may be extended for additional periods of time upon mutual agreement of both parties.

2. Scope of Work

2.1 Required Services. PROVIDER shall provide all services and deliver all materials as specified in the attached Exhibit A. All services and materials shall be provided by PROVIDER in accordance with the Exhibit in a competent and professional manner.

2.2 Special Requirements.

- i. **Confidentiality of Information.** The use or disclosure by any party of any information concerning a recipient of Services purchased under this Contract, for any purpose not directly connected with the administration of COUNTY’S or the PROVIDER’S responsibilities with respect to such purchased Services, is prohibited, except on written consent of COUNTY.

ii. **Client Records.** PROVIDER shall appropriately secure all records and files to prevent access by unauthorized persons. PROVIDER shall, and shall require its employees and subcontractors to comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of client records.

iii. **Media Disclosure.** PROVIDER shall not provide information to the media regarding Services purchased under this Contract without first consulting COUNTY. PROVIDER will make immediate contact with COUNTY'S office when media contact occurs. COUNTY will assist PROVIDER with an appropriate follow-up response for the media.

3. Compensation

3.1 Payment. PROVIDER shall complete the Scope of Work as defined above for the following programs:

Stabilization Housing, not to exceed \$126,704 in this fiscal year:
\$5,400 total bed rate per month for Stabilization Housing
\$5,219 for one Onsite House Manager per month
\$5,219 for one Recovery Mentor per month

Total Monthly Costs for Stabilization Housing: \$15,838

Each month PROVIDER will provide an itemized statement, which will include the following for each associated program:

Stabilization Housing:

- a. Name/Address of residence
- b. Name of individuals housed
- c. Date of entry
- d. Offender status:
 - i. Seeking other clean and sober housing (location)
 - ii. Seeking employment (hours per week)
 - iii. Support group attendance (how many per week)
 - iv. Treatment status (enrolled and agency)
 - v. New criminal activity (Yes or No)
 - vi. House rule violations (number and reason)
- e. Exit date
- f. Date of last safety inspection
- g. Report any repairs that need to be made

Additional Recovery Mentors:

- a. Names of clients being mentored
- b. Offender status:
 - i. Seeking clean and sober housing (location)
 - ii. Seeking employment (hours per week)

- iii. Support group attendance (how many per week)
- iv. Treatment status (enrolled and agency)
- v. New criminal activity (Yes or No)
- vi. Supervision violations (type)

3.2 Payments. COUNTY will review PROVIDER's invoice and within ten (10) days of receipt notify PROVIDER in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, COUNTY shall pay the invoice amount in full within thirty (30) days of invoice date.

4. PROVIDER is an Independent Contractor

PROVIDER shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While COUNTY reserves the right to set the schedule and evaluate the quality of PROVIDER's completed work, COUNTY cannot and will not control the means and manner of PROVIDER's performance. PROVIDER is responsible for determining the appropriate means and manner of performing work. PROVIDER is responsible for all federal and state taxes applicable to compensation and payment paid to PROVIDER under the Contract and will not have any amounts withheld by COUNTY to cover PROVIDER's tax obligations. PROVIDER is not eligible for any COUNTY fringe benefit plans.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

COUNTY: Fritz Bachman, Director
Wasco County Community Corrections
421 East Seventh Street, Annex B
The Dalles, OR 97058

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

PROVIDER: Monta Knudson, Executive Director
Bridges To Change
PO Box 16576
Portland, OR 97292

6. Indemnification

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

7. Insurance Requirements

7.1 PROVIDER shall procure and maintain in force, for the entire duration of this Contract, insurance providing coverage for bodily injury and property damage which may arise out of the operations of the PROVIDER or its subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.

7.2 **PROVIDER shall furnish to COUNTY a certificate of insurance evidencing the existence of all insurance coverages required by this contract prior to the commencement of any work.**

7.3 **Notice of Cancellation or Change.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days' written notice from this PROVIDER or its insurer(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by COUNTY.

7.4 **Personal Services Contracts:**

- i. **Contracts shall have the following:**
 - a. Commercial General Liability ("CGL")
 - i. Each occurrence \$2,000,000
 - ii. Aggregate \$4,000,000
 - iii. Operations \$2,000,000
 1. Products and Completed
 - iv. Personal/Advertising Injury \$2,000,000
 - b. Auto Liability
 - i. Combined Single \$2,000,000
 - c. Workers' Compensation
 - i. Statutory Limits
 - ii. Employers Liability
 1. \$1,000,000

- ii. **Professional Liability Coverage:** Professional Liability Coverage covering any damages caused by an error, omission or any negligent or wrongful acts related to the services to be provided under this contract. Per occurrence (for all claimants for claims arising out of a single accident or occurrence) in the amount of \$2,000,000 and \$4,000,000 Professional Aggregate.

7.5 PROVIDER shall endorse the CGL to include COUNTY as an “additional insured”, including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate.

7.6 PROVIDER’S insurance shall be primary and not excess to, or contributory with any insurance coverage provided by COUNTY. PROVIDER’S insurance shall be endorsed to provide project specific aggregate limits with respect the project covered by this Contract.

7.7 CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two years after the work has been completed.

8. Workers’ Compensation

8.1 PROVIDER, its subcontractors if any, and all employers working under this Contract are subject employers under the Oregon Workers’ Compensation Law and shall comply with ORS 656.017, which requires them to provide workers’ compensation coverage for all subject workers.

8.2 PROVIDER warrants that all persons engaged in Contract work and subject to the Oregon Workers’ Compensation Law are covered by a workers’ compensation plan or insurance policy that fully complies with Oregon law. PROVIDER shall indemnify COUNTY for any liability incurred by COUNTY as a result of PROVIDER’s breach of the warranty under this paragraph.

9. Assignment

PROVIDER may not assign any of its responsibilities under this Contract without COUNTY’s prior written consent, which consent may be withheld in COUNTY’s sole discretion. PROVIDER may not subcontract for performance of any of its responsibilities under this Contract without COUNTY’s prior written consent, which consent shall not be unreasonably withheld.

10. Labor and Material

PROVIDER shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and

completion of all Contract work, all at no cost to COUNTY other than the compensation provided in this Contract.

11. Ownership of Work and Documents

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

12. Health Insurance Portability and Accountability Act.

12.1 If the Services funded in whole or in part with financial assistance provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), PROVIDER agrees to deliver the Services in compliance with HIPAA. Without limiting the generality of the foregoing, Services funded in whole or in part with financial assistance provided under this Contract are covered by HIPAA. Contractor shall comply and cause all Providers to comply with the following:

12.2 Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between PROVIDER and COUNTY for purposes directly related to the provision of services to PROVIDER'S clients, which are funded in whole or in part under this Contract. However, PROVIDER shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Oregon Privacy Rules, OAR 410-014-0000 et Seq., or COUNTY policy.

13. Termination for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, COUNTY may terminate all or part of this Contract upon determining that termination is in the best interest of COUNTY by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against PROVIDER. Upon termination under this paragraph, PROVIDER shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) COUNTY has against PROVIDER. Pursuant to this paragraph, PROVIDER shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by PROVIDER. COUNTY shall not be liable for any costs invoiced later than thirty (30) days after termination unless PROVIDER can show good cause beyond its control for the delay.

14. Termination for Cause

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

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

15. Termination for Default

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

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

16. Remedies

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

- 16.1 If terminated under paragraph 14 by COUNTY due to a breach by PROVIDER, COUNTY may complete the work either itself, by agreement with another contractor, or by a combination thereof.
- 16.2 In addition to the above remedies for a breach by PROVIDER, COUNTY also shall be entitled to any other equitable and legal remedies that are available.

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

17. Nondiscrimination

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

18. Governing Law; Jurisdiction; Venue

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

19. Compliance with Laws and Regulations

PROVIDER shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, PROVIDER expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: a) All applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; b) All state laws governing operation of Addictions and Community Mental Health Programs; c) All state laws requiring reporting of Client abuse; d) ORS 659A.400 to 659A.409, ORS 659A.145, and all regulations and administrative rules established pursuant to those laws. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated.

20. Experience, Capabilities and Resources

By execution of this Contract, the PROVIDER agrees that: PROVIDER has the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract. PROVIDER has the capabilities and resources necessary to perform the obligations of this Contract.

21. Documents

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

22. Access to Records

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

23. Representations and Warranties

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

24. Attorney Fees

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

25. Limitation of Liabilities

COUNTY shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

26. Confidentiality

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

PROVIDER shall ensure that patient's privacy is protected and that confidential records are secure from unauthorized disclosure consistent with the HIPPA confidentiality requirements of 45 CFR parts 160 and 164, and consistent with other state or federal regulations governing privacy and confidentiality.

27. Force Majeure

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

28. Waivers

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

29. Severability

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

30. Headings

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

31. Integration

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

32. Amendments

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

33. Authority

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

34. Compliance with Oregon Tax Laws

The undersigned is authorized to act on behalf of PROVIDER and that PROVIDER is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

WASCO COUNTY, OREGON

Date: _____

STEVE KRAMER
County Commissioner

Date: _____

SCOTT HEGE
County Commissioner

Date: _____

KATHY SCHWARTZ
County Commissioner

WASCO COUNTY COMMUNITY CORRECTIONS

Date: _____

FRITZ BACHMAN
Director, Wasco County Community Corrections

BRIDGES TO CHANGE

Date: _____

MONTA KNUDSON
Executive Director, Bridges To Change
PO Box 16576
Portland, OR 97292

Tax Id. No. 76-0751239

APPROVED AS TO FORM

Date: _____

KRISTEN A. CAMPBELL
Wasco County Counsel

Exhibit A Scope of Work

PROVIDER agrees to provide transitional housing and recovery mentor support services to residents referred by COUNTY as agreed upon in this Contract. The housing programs and services executed by PROVIDER for COUNTY are outlined in this document.

GENERAL INFORMATION

Wasco County Community Corrections (WCCC) supervises adults who often face various challenges in their lives including drug and alcohol addiction, mental health concerns, homelessness, unemployment, and specific legal requirements. Recovery Mentoring and Transitional Housing provides the support and stable environment to better address these challenges. The target population is individuals supervised by WCCC who are in need of mentoring or housing. Most offenders receiving services will be assessed as having a medium to high risk of recidivism. Those referred to mentoring services or transitional housing may include, but are not limited to:

- Adults recently released from prison or jail
- Adults with a past history of violence
- Adults diagnosed with disabilities or morbidities including substance abuse, mental illness, physical limitations and/or cognitive impairment

GEOGRAPHIC BORDERS/LIMITATIONS & SERVICE AREAS

Services are restricted to individuals who are supervised by WCCC who are living in or returning to Wasco County.

SERVICE DESCRIPTION

Services consist of staffed alcohol- and drug-free housing with recovery mentoring services. The program focuses on adults identified with drug and alcohol use disorders. The housing programs operate under specific rules and regulations following guidelines for alcohol- and drug-free housing. The Recovery Mentor program follows the guidelines of Certified Recovery Mentors as defined by the Addiction Counselor Certification Board of Oregon.

Stabilization Housing

The Stabilization House may serve up to ten male participants. The number of referred clients may be increased upon mutual agreement of both Provider and WCCC. The Stabilization House will staff one Onsite House Manager and one Recovery Mentor. This staff is hired and managed by Provider. Wasco County and WCCC are not responsible for this staff. Wasco County and WCCC are not responsible for any property damage or other liability incurred by any house resident or as a result of their actions.

Transitional Housing

Transitional Houses will accommodate and consider WCCC clients but may also house non-offenders. The WCCC clients must meet the requirements of the Transitional House in order to qualify for residency. Transitional Houses have one resident house manager. This resident is managed by Provider. Wasco County and WCCC are not responsible for the house manager or other house residents. Wasco County and WCCC are not responsible for any property damage or other liability incurred by any house residents or as a result of their actions.

Additional Recovery Mentors

Recovery Mentors provide daily orientation to clients. This includes but is not limited to establishing and maintaining appropriate boundaries and ethics. Recovery Mentors follows the guidelines of Certified Recovery Mentors as defined by the Addiction Counselor Certification Board of Oregon. Additional duties are described in the Recovery Mentor Program Duties below. This staff is hired and managed by Provider. Wasco County and WCCC are not responsible for this staff. Wasco County and WCCC are not responsible for any property damage or other liability incurred by any house residents or as a result of their actions.

BASE SERVICES

Provider shall provide to Wasco County Community Corrections transitional housing, case management, and recovery mentor support services to supervised offenders. Provider will work with getting clients stabilized in housing who otherwise would not be successful in a traditional transitional housing program. Provider will work in collaboration with WCCC, community partners and employment service providers. Goals are to assist clients to find stability so they can successfully access more structured services. Provider will work closely in collaboration with WCCC to assist clients in successful in transitioning out of stabilization housing into appropriate programming.

FUNDING

Funding of the work described in this document is not guaranteed. Fluctuations in funding year to year should be expected. The County cannot assure that any particular level of work will be provided and the contract will permit the County to add or remove work as necessary depending on availability of funding.

Stabilization Housing

The Stabilization House will serve up to ten male participants at the defined monthly bed rate. The number of referred clients may be increased upon mutual agreement of both Provider and WCCC. The Stabilization House will staff one Onsite House Manager and one Recovery Mentor at the defined monthly rates.

Transitional Housing

WCCC does not pay a bed rate for any residents at Transitional Houses.
WCCC does not pay for any staff assigned to Transitional Houses.

Additional Recovery Mentors

WCCC does not pay for any additional Recovery Mentors beyond the staff assigned to the Stabilization House.

HOUSE STAFFING

Stabilization Housing

Stabilization Housing consists of two staff members: an Onsite House Manager and a Recovery Mentor. The Onsite House Manager provides recovery-focused activities and support. The Onsite House Manager also provides oversight of the house and assistance to the treatment team, mentors, and WCCC staff as needed. The Recovery Mentor is scheduled to provide oversight throughout the day, swing shifts, evenings and weekends as needed. The Recovery Mentor assists in the following additional areas:

- Applying for health care
- Managing medication access
- Accessing MH treatment
- Accessing SSI/SSD
- Job readiness and employment searching as applicable
- Reinforcing pro-social behaviors
- Providing skills groups
- Guiding them through the phases of the program supportively
- Following through with health care appointments
- Accessing recovery support
- Organizing recovery networks
- Collaborating with treatment providers

- Other case management duties requested

This staff is hired and managed by Provider. Wasco County and WCCC are not responsible for this staff.

Transitional Housing

A standard Transitional House consists of a resident house manager.

This resident is managed by Provider. Wasco County and WCCC are not responsible for the house manager or other house residents.

RECOVERY MENTOR PROGRAM

To provide added support for those offenders who are in need of more direct assistance due to the client's limited or diminished physical or cognitive ability, Recovery Mentors will be matched to clients who need and/or would benefit from these services.

Qualifications and duties of Recovery Mentors are as follows:

Qualifications

- 1) General Qualifications - The Mentor should be:
 - a. An ex-offender who has experience with the criminal justice system;
 - b. Not under federal or state supervision for at least five years;
 - c. At least ten years released from a correctional institution and, while in prison, was never involved in or assisted with an escape or involved with contraband;
 - d. Living a crime-free and pro-social lifestyle for at least five years; and
 - e. Has the ability to enter a correctional institution as a contracted representative of WCCC.
- 2) Specific Qualifications - The Mentor must demonstrate the ability and capacity for:
 - a. Having a clear understanding and practical knowledge of criminal needs, risk, addiction and relapse issues;
 - b. Teaching and coaching clients on subjects/issues such as life skills, personal finance, medical access/management and self-sufficiency;
 - c. Holding clients accountable for their actions;
 - d. Knowing and familiar with community resources that would benefit this target population and the Mentor is presently active in the recovery community;
 - e. Being flexible and able to adjust their personal schedule and time to meet the client's needs;
 - f. Having strong communication skills;
 - g. Being reliable, trustworthy and dependable in their personal conduct; and a

- h. Commitment and willingness to work with the criminal justice population and the criminal justice system.

Duties

- 1) Provide services in a manner that demonstrate a sensitivity and understanding of the client's cultural background, criminality, developmental stage, gender, and must be able to serve clients identified with special need conditions, such as mental health, deaf/hearing impaired, or other mental/physical disabilities.
- 2) Provide an orientation to all prospective clients that includes but is not limited to establishing and maintaining appropriate boundaries and ethics.
- 3) Provide transportation and/or accompany clients to appointments to insure participation.
- 4) Mentors must have a valid State of Oregon driver's license and personal automobile insurance.
- 5) Attend and participate in WCCC staff meetings as requested.
- 6) Display effective crisis intervention and relapse prevention skills.
- 7) Allow visitations to occur with a client's child(ren), and work with the State of Oregon Department of Human Services (DHS), as needed.
- 8) Report to WCCC staff regarding any relapse or illegal activity.
- 9) Provide entry and exit information on clients, including progress reports.

STABILIZATION HOUSE MANAGEMENT PROCEDURES

Referrals

All referrals will be made directly from WCCC staff. A client referral form will be completed by WCCC staff and emailed, mailed, faxed, or hand delivered by the client to the Provider prior to the client's placement into housing services.

Intake

All clients referred to these services will go through an intake process to determine appropriateness for placement into Provider's housing program. The intake process will occur on the same day as the referral unless other arrangements have been made and agreed to by WCCC staff and the Provider. In the event a client is denied service and the referral source disputes the decision, the WCCC Director or designee will review the referral and mediate to resolve the dispute. For each client referred for services, the Provider will notify WCCC referral staff within one business day of the intake, of any of the following conditions:

- a) Failure to appear for an intake interview; or
- b) Denial of placement into housing services.

Orientation

All clients accepted into housing services will receive an orientation conducted by the Provider, within one business day of arrival at the facility. The orientation will include, but is not limited to, written and oral information about the following:

- a) Client expectations for active participation in program services;
- b) Program rules and policies;
- c) Criteria and conditions for program completion; and
- d) Provider will provide translation for clients with language limitations.

Provider will create a seamless transition for each client to include continuity of care with existing caseworkers, outside services, and health resiliency team collaboration that may already exist.

A release of information (ROI) will be completed at this time to allow for communication with relevant agencies, treatment programs, physicians, etc. to flow back and forth between the parties to assist in an informed service delivery. At a minimum, a ROI will be obtained for all criminal justice and other agencies having a direct professional interest in the client, e.g., WCCC, District Attorney's Office, judiciary, treatment providers, etc. Failure to sign such a release will disqualify clients from these services.

For clients who have been recently released from a correctional facility and have not had the time or lack the ability/resources to access food or meals, the Provider will provide a food box on the day of arrival in addition to meal assistance listed in the Housing Requirements below.

For clients who need to complete and submit an application for tenancy (depending on the type of housing accessed), the Provider will assist the client at this time in completing and submitting the necessary paperwork.

Housing Requirements

Housing will be safe (e.g., appropriate number of and functional smoke detectors and fire extinguishers, emergency evacuation procedures posted in the building, fully stocked first aid kits, spill containers, etc.), clean and meet all applicable federal, state and local housing codes and regulations, including the American Disabilities Act.

Rooms must contain appropriate furnishings. Appropriate furnishings will include, but are not limited to: a bed, bedding, linens, bath towel, chair, table and dresser (or storage for personal items).

Provider will offer assistance with meals that includes, but is not limited to:

- a) Referrals, as necessary, to agencies that distribute food boxes or resources that provide basic food items (especially important for recently released clients who have not yet connected with other food distribution resources).

- b) Referrals to or assistance with procuring SNAP benefits (food stamps).
- c) Provision of meals or vouchers to obtain meals.

Provider's facility shall have an identified area that can be used for food preparation, cooking and storage.

Provider's facility shall have on-site or reasonable access (2 blocks or less) to laundry facilities.

Provider's facility shall have designated areas that can be used for counseling, interviewing and/or group sessions.

Provider will provide 24-hour supervision of housing and compliance with housing rules. To ensure that adequate response and follow-through for emergency situations are available to clients at all times, the Provider will provide the following services:

- a) Resource and emergency information will be posted on each floor that provide instructions on actions to be taken regarding a fire, medical emergency, lost key, emergency maintenance, self-harm thinking, etc.; and
- b) After-hours staff coverage or a reliable system in place that will allow for immediate response to emergencies. Coverage shall be in effect 24 hours a day, seven days a week.

Provider will have clear written policies and procedures concerning security and response to violations that are in effect 24-hours a day, seven days a week. Responsibilities for procedures shall be assigned to designated staff and include the following tasks:

- a) Monitor all client appointments and other activities outside the facility.
- b) Implement a client-sign-in and sign-out process for all appointments and activities occurring outside the facility.
- c) Establish a centralized location that allows clients to check-in/out, which will assist in monitoring their movement and determining on-site presence or absence.
- d) Develop a plan and process for locating clients when their whereabouts cannot be confirmed and/or who have been absent from the premises or visual sight longer than 24-hours. Included in the plan will be a communication process that immediately notifies WCCC staff when this situation occurs.

In cases where the client is causing significant disruption/danger to the housing facility and/or other clients or is involved in a critical incident that poses a threat or risk of danger to the community, the Provider may require the client to move within 24 hours. When this occurs, the Provider will immediately notify WCCC staff of their decision and reason to terminate service.

The Provider will conduct regular room inspections or “welfare checks.” Welfare checks will primarily be used to determine a client’s whereabouts particularly when they have been absent from the premises or have not been seen longer than a 24-hour period.

Case Management Service Description

The level and intensity of case management services will vary based on the type of housing program offered by the Provider. Regardless of the level and intensity, case management, when applicable, will be provided on-site, during generally recognized business hours and work week (e.g., 8:00 AM to 5:00 PM, Monday through Friday). The main responsibility of the residential house manager is to provide and coordinate a wide range of supportive and recovery-based services for adults involved in the criminal justice system and who are assessed by WCCC as high-risk to recidivate and high-need, with medical, developmental, and/or mental health disability(ies). General duties include working with each person to assess current needs and develop housing goals, coordinate access to other community-based services, and assist clients in achieving goals outlined in their Care Plans. Specific duties include, but are not limited to:

- a) Develop and Implement an individualized housing plan based on their Care Plan which includes identified needs from the client, WCCC, significant others and any additional parties/stakeholders involved with the client. The plan will be reviewed regularly and updated, as needed, throughout the client’s stay in housing.
- b) Update clients Care Plan which includes health, behavioral and social needs. Make referrals to other service providers in the community when further assessment and/or long term service delivery needs are indicated. Create a system that incorporates regular review and follow-up of the client’s needs to ensure they are being appropriately addressed as the client progresses in the housing program.
- c) Develop and maintain a coordinated communication process and flow among WCCC staff, client, client’s family members, and other service agencies having a direct association with the client. This would include, but is not limited to, addressing ways to improve service coordination with other programs or providers within the organization or within the community.
- d) Facilitate and update Care Plans upon entry and exit from the program.
- e) Provide advocacy and navigation strategies, as needed, for clients with other service providers, agencies, and systems.
- f) Provide crisis intervention services, as needed, and ensure that each client has a current crisis plan.
- g) Maintain client logs, files and case notes and prepare weekly, monthly and quarterly reports, as required. A client occupancy report is to be sent to WCCC staff weekly.
- h) Attend and participate in various client and staff meetings.
- i) Implement quality assurance measures that evaluate effectiveness of housing services and the resident’s progress in the housing program.

Discharge Summary (Updated Care Plan at Exit)

Prior to completion of these services, the Provider's staff shall perform the following duties:

- a) Develop a discharge summary by updating the care plan in conjunction with each client and with input, when possible, from the client's supervising PO using a standard format provided by WCCC. The plan will be updated within five days prior to client's leaving program services. The plan will be sent to WCCC upon request.
- b) Ensure that the plan is consistent with the client's conditions of supervision, especially addressing the housing or living arrangements and employment (if applicable).
- c) Depending on the Provider's service continuum, clients may be eligible, upon completion of services, to transfer to a semi- or more permanent housing placement within the Provider's organization based on criteria established by the Provider.

Case Files

Provider will develop and maintain a case file for each client enrolled in these services.

The file will contain, at a minimum, the following:

- a) Personal client information form (one page face sheet) that includes general identification and emergency contact information;
- b) WCCC-developed intake and exit data forms;
- c) Appropriate releases of information;
- d) Care Plans to include domains listed on WCCC Case Plans;
- e) Progress notes that reflect client's progress on the case plan, report ongoing and consistent communication between Provider and WCCC staff;
- f) Evidence that referrals to other agencies/services are occurring (when applicable);
- g) When financial arrangements are in effect between the Provider and client (i.e., client copayment), the file reports and records fee collections;
- h) When substance abuse testing (e.g., urinalysis) is being performed randomly on-site, testing results are reported and recorded.
- i) Completed Care Plan.
- j) Client's case file will contain documentation of all communications (oral and written) made to any WCCC staff. This is particularly significant in cases where a WCCC is notified of any client problems/violations and when a client exits the program.

Service Coordination and Notification

To lend fundamental support to efficient/effective utilization of services and provide timely alerts to potential problems/issues that can be dealt with promptly, the Provider will complete or perform the following:

- a) Client Occupancy Report: The Provider will email a Client Occupancy Report to WCCC staff weekly, which provides up-to-date information on the client's housing status.
- b) Coordinated Care Planning:
 - 1) Prior to completing a client's initial case plan, the Provider will solicit input from the client's supervising PO in the plan development. This will consist of, but is not limited to, obtaining a copy of the PO's case plan.
 - 2) The Provider will facilitate an initial meeting with client and PO within the first 30 days, preferably in person. Thereafter, the Provider will invite the client's supervising PO to participate in a client staffing when it is considered conducive to the client's progress in these services.
 - 3) The Provider will participate if and when WCCC staff requests a staffing.
- c) Process for Notification of Impending or Actual Problems:
 - 1) The Provider will promptly notify WCCC staff by phone or email of parole/probation violations or other criminal behavior (including any illegal drug use or prohibited alcohol use), major rule violations, unauthorized leave or other type of client program failure not later than the next working day and preferably the same working day as the occurrence.
 - 2) The Provider will notify WCCC staff of problem behavior that could, if continued, lead to termination of services.
 - 3) If a special staffing is scheduled to address the above-referenced issues/problems, the Provider will invite WCCC staff to participate.
 - 4) The Provider who is contractually required to perform substance abuse testing shall send a copy of the urinalysis report to WCCC Staff.
- d) Process for Notification of Client's Exit from Program
 - 1) When the client exits this program, WCCC staff will be promptly notified. For program failures this will occur no later than the next working day and preferably the same day as the occurrence. For program successes, WCCC staff will be notified approximately one to two weeks prior to the anticipated successful completion and will be invited to give input when developing the Care Plan.
 - 2) The Provider will send copies of the completed Care Plan, if applicable, to WCCC staff within 10 working days of program exit.

System Collaboration / Coordination

The Provider will routinely provide information related to the availability of services and work closely with WCCC staff to ensure an adequate number of referrals.

The Provider will meet with WCCC staff, when necessary, to conduct program development, modify referral procedures, address general services delivery issues and resolve any interagency and/or operational problems.

The Provider must have an agency representative available to attend Housing Review Meetings as schedule by WCCC staff. The purpose of the Housing Review Meeting is to provide an opportunity for the housing providers and WCCC staff to review client housing case plans and work together collaboratively to ensure clients will have long-term, sustainable housing upon exit from these services. Prior to each meeting, a WCCC staff member will notify Provider's staff which of their clients will be staffed.

Prison Rape Elimination Act

Provider shall abide by the conditions and expectations of the Prison Rape Elimination Act (PREA). This includes the development of a PREA policy that captures:

- 1) clear definitions of what constitutes a violation of PREA;
- 2) client orientation/education;
- 3) client and staff reporting procedures;
- 4) critical incident reporting and investigation criteria; and
- 5) training of agency staff.

Provider shall not employ individuals who have criminally or administratively been found to have engaged in sexual misconduct or sexual abuse in a secure setting. Provider shall check sexual offense registries as part of hiring procedures. WCCC considers all PREA incidents as critical incidents. Provider is required to contact the WCCC Director immediately when an incident has been brought to any staff member's attention.

FISCAL REQUIREMENTS AND REPORTING

Provider shall submit a monthly invoice within 10 days after the satisfactory completion of the previous month's services. At a minimum, invoices must detail the following information:

- a. Billed to "Wasco County Community Corrections";
- b. Invoice date and invoice number
- c. Provider's name and address;
- d. Date(s) and description of service delivered;
- e. Contract number; and
- f. Unit cost of the service (as described in the fee schedule) and total invoice amount.

WCCC shall process invoices within 30 days of receipt of the invoice, provided that the work described in the invoice has been completed in accordance with the terms of the Contract, and Provider has submitted any/all required invoice supporting documents (rosters, reports, itemized cost-reimbursement forms, or any other required document(s)) that may be described herein.

Late, incorrect or incomplete invoices and/or supporting documents may delay processing and payment of Provider's invoices.

PERFORMANCE MEASURES/PERFORMANCE CONTRACTING

Provider will cooperatively participate in WCCC's efforts to monitor contract performance, which includes the following methods.

Site Reviews

WCCC may schedule on-site visits to review Contract compliance. Site visits are usually scheduled with Provider but may be conducted without notice. All site visits will be conducted and performed with consideration and accommodations made to non-contracted or communal service areas and non-contracted housing occupants.

Technical Assistance

WCCC staff may offer training and/or assist with program design.

Evaluations/Program Performance

Program performance may be evaluated through a variety of quality assurance and evaluation processes. The mechanism and process for evaluating program performance will be developed and implemented by WCCC staff.

Fiscal Compliance

County fiscal compliance reviews may be conducted to ensure that financial records, systems and procedures conform to generally accepted accounting principles and are in compliance with all County and State of Oregon audit and accounting requirements.

Performance Objectives

In 70% of cases, Provider shall facilitate an initial meeting with client and WCCC staff within thirty days of program initiation. 100% of cases will receive such staffing within 90 days. This staffing will include an assessment that evaluates health, psychological and social needs; the development of a plan of care; and referrals to necessary community-based services.

Aftercare Housing Objective: 64% of clients will be admitted to housing that is safe, stable and can be verified upon exit from program services.

Economic Self-Sufficiency Objective: 50% of clients upon exit from the corrections case manager service component will: a) be in receipt of entitlement benefits (SSI, OHP, etc.); or b) be engaged in employment services; or c) be engaged in vocational training; or d) be employed.

Contracted performance objectives may differ and/or change over time as negotiated between the parties.

Data Collection and Submission

The Provider will be furnished data forms (intake and exit forms) that have been developed by WCCC staff. The Provider will be responsible for completing and submitting the data form for each client placement in their program. The data collected from the forms will be used for tracking utilization and for monitoring the performance objectives identified herein. Final performance measures will be negotiated between WCCC and the Provider at the time of contract negotiation.

COMPENSATION AND METHOD OF PAYMENT

County will process monthly invoices for payment within 30 days of receipt. Housing costs are generally expected to be based on fee for service rates inclusive of rent, maintenance and other operational direct and indirect costs to formulate a daily housing rate per client with move in and move out days each counting as a full day. Case management, mentoring services, and any other approved auxiliary services may be segregated from housing rates and shall be calculated at a monthly rate. Cost sharing with any other programs shall be allocated appropriately by consistent and supportable methodology.

INSURANCE REQUIREMENTS

The Provider will be required to provide the insurance as in the Contract with COUNTY. Additional insurance coverage may be required depending on the key features of service delivery chosen by the Provider. Final insurance requirements will be subject to negotiation between, and mutual agreement of, the parties prior to contract execution.



MOTION

SUBJECT: Bridges to Change Agreement

I move to approve the Transitional Housing and Support Services Program Personal Services Contract between Wasco County and Bridges to Change.



CONSENT AGENDA

[MINUTES: 7.8.2020 SPECIAL SESSION](#)

[7.15.2020 REGULAR SESSION](#)

[7.22.2020 SPECIAL SESSION](#)



**WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION**

JULY 8, 2020

This meeting was held on Google Hangout Meet

Meeting ID: <https://meet.google.com/joo-mudn-vpm?hs=122>

or call in to [1-502-382-4610](tel:1-502-382-4610) PIN: 321 403 268#

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

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

Agenda Item – COVID-19 in Wasco County

Chair Hege opened the session at 9:00 a.m.

Public Health Officer Dr. Mimi McDonell reported that Wasco County is at 96 cases, Sherman County is at 3 cases and Gilliam County has its first case. She stated that in the first 3 months of the pandemic, Wasco County had 24 cases; from June 28th to July 4th there have been 27 new cases. She said North Central Public Health District and community partners continue to work hard to make sure people are safe. They continue to work to ensure there is adequate quarantine and isolation space for those who need it. She praised the work done by Dr. Ashley Thompson, a tree doctor, in organizing information and pushing it out to the orchardists. She said that while there are certainly still concerns, the orchardists have done a great job.

NCPHD Interim Executive Director Shellie Campbell said that they are hiring more staff to focus on response – a nurse, a community health specialist and a disease investigator. These are temporary, 1-year positions; one has already been filled. NCPHD has reached out to One Community Health, The Next Door, MCMC and Bridges to Health to take on more weekend coverage to help alleviate the load on NCPHD staff. These community partners have come to the table with enthusiasm; they hope to have a plan in place in the next week.

Vice-Chair Schwartz asked about the workplace outbreak report that will be made public today. Dr. McDonell responded that OHA has determined that when there is a congregate workplace outbreak of 5 or more, that information will be published. Locally, we have had 3 such outbreaks – Azure Standard in Sherman County, Polehn Farms and Orchard View Farms in Wasco County. She stated that each is under 10

and they are keeping a close eye on all 3.

Vice- Chair Schwartz asked if they are still testing workers in those places. Dr. McDonell replied that instead of testing the entire workforce, they go in as soon as possible and test close contacts at the workplace. Owners and managers are helping with that.

Commissioner Kramer asked about the hospitalization rate. Dr. McDonell said that she cannot provide the local numbers, those are provided statewide. She added that our current capacity is excellent.

MCMC Community Outreach Coordinator reported that there are currently 2 positive cases at MCMC. Bed capacity and staffing are good. They monitor that closely.

Chair Hege asked about contact tracing capacity and if we are seeing larger numbers of positive cases in the 20-30 year old group. Dr. McDonell said that they are hiring more contact tracers but have been able to meet the benchmark of 24 hour contact for positive cases. She said that they tend to see more cases in the 40s and 50s age range but we are on the trend of seeing certain ethnic groups disproportionately affected. They are reaching out to offer support to those populations.

Vice-Chair Schwartz asked what it means to be on the watch list. Dr. McDonell said that it is related to the uptick of cases and the concerns around challenges with contact tracing. She said that it is too soon to know if the mask mandate will make a difference; we were down as a state yesterday. People appear to be quite compliant and she is hoping for the best for Wasco County.

Chair Hege said that the implication of being on the watch list is that we are under a microscope. The State sees concerning numbers and is watching. If it continues to be poor or worsens, the guidelines could change for our county. For instance, in-house dining could be restricted. There are question marks; everyone wants to see the trends going down.

Vice-Chair Schwartz said that if we see a continued increase in cases and have to go back a bit, she hopes that the State would help us dive into the data to inform what gets rolled back. We would want to know where we are seeing the problems.

Chair Hege said that that is what has happened in places like Union County; the State worked with them. Hopefully, mask-wearing will be helpful.

Chair Hege asked about the number of recovered cases in Wasco County; it seems we have a lot of patients still not recovered. He asked if that is normal. Dr. McDonell explained that initially, OHA was in charge of determining what is "recovered"

which was 60 days from the onset of illness among other criteria. In May, OHA stopped doing that research and so our numbers froze where they were. NCPHD is working on that at least for people who are 60 days out with no continuing symptoms.

Chair Hege asked what Dr. McDonell thinks about going back to meeting in person. He noted that some have but it does not seem safe. Dr. McDonell responded that she thinks meetings should stay virtual. Ms. Campbell said that if meetings are in person they should only be done with social distancing and masks. Dr. McDonell commented that people's ability to judge distance is not always accurate.

County Assessor Jill Amery asked how long the virus can stay in the air and accumulate in enclosed workspaces. She asked if we should be doing anything differently. Dr. McDonell replied that the virus spreads person to person but there are aerosolized particles. In the same way that you can smell bacon rooms away, those particles travel and can stay in the air. This is about mitigating risk; if you can work remotely, you should.

Commissioner Kramer asked if all that are being tested are showing symptoms or are some not. Dr. McDonell replied that they do come across some positive asymptomatic cases but that is the minority. The increased numbers in Wasco County are higher; that is not just a result of more testing.

Tawnya Williams asked about the upcoming school year. Ms. Campbell responded that guidance is coming from the State for plans that have to be developed by school districts. The plans will be very detailed. Claire Rannit is taking the lead and Public Health will be part of the review process. Plans must be submitted by August 15th and will include a disease component and a positive test response. This is just in the beginning stages.

Chair Hege asked if there are any predictions about opening the schools normally. Dr. McDonell replied that it won't be normal. Ms. Campbell added that there are a variety of options being considered.

Dr. McDonell asked how the supply chain for PPE is for MCMC. Ms. Boen answered that MCMC is not getting 100% of their allotment; they are getting approximately 70% of what they received pre-COVID. They are working with vendors outside of their usual supply chain. This is especially critical with the mandate for universal masking.

Vice-Chair Schwartz asked if MCMC is up to 100% of normal elective procedures. Ms. Boen replied that they are not; they are slowly increasing based on access to PPE. Numbers are better but not at 100%.

Vice-Chair Schwartz asked if there are still laid-off workers at MCMC. Ms. Boen

replied that they have turned on a lot of their services. She said that she does not know if everyone has been called back but a large percentage have been.

Ms. Williams asked if the goal is to test everyone, with or without symptoms. Dr. McDonell replied that they are not planning to test everyone. The goal is to get all symptomatic people and their close contacts tested in addition to regular testing of some higher risk populations such as the residents and staff of long term care facilities.

Forest Service Area Manager Lynn Burditt reported that Celilo Park and Rufus Landing are now open. Last Thursday, Oregon Parks and Rec have removed closures at Bridal Veil and Crown Point but it is a soft opening – not being advertised. The group is still working on a strategy to open Multnomah Falls lodge. If it is opened, we will see an influx that will travel farther east.

COVID GRANT FUNDING

Wasco County Emergency Manager Sheridan McClellan reviewed the memo included in the Board Packet. He said that he would like a decision today as our stock of PPE has been depleted and they would like to get those orders in as soon as possible.

Commissioner Kramer asked if the funds are in-hand now. Finance Director Mike Middleton said that they are.

Chair Hege asked Mr. Stone to weigh in. Mr. Stone said that there are a thousand different things we could spend these funds on. Replenishing PPE is certainly one of the important items – it is challenging and needs to be done. This recommended use of the funds is as good as several other options.

Commissioner Kramer commented that we need to get in the supply chain as soon as possible.

{{{Commissioner Kramer moved to approve the expenditure of COVID-19 relief funding as recommended by the Emergency Manager. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Chair Hege encouraged businesses to visit the MCEDD website for more information on grant opportunities.

Chair Hege explained the procedure for the Executive Session and recessed the Regular Session at 9:52 a.m.

The Regular Session resumed at 10:29 a.m.

*****The Board was in consensus to direct staff to move forward with plans for mediation.*****

Chair Hege adjourned the meeting at 10:31 a.m.

Summary of Actions

MOTIONS

- **To approve the expenditure of COVID-19 relief funding as recommended by the Emergency Manager.**

CONSENSUS

- **To direct staff to move forward with plans for mediation.**

Wasco County
Board of Commissioners

Scott C. Hege, Board Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JULY 15, 2020**

This meeting was held on Google Hangout Meet

or call in at [1-502-382-4610](tel:1-502-382-4610) PIN: 321 403 268#

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

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

Chair Hege opened the session at 9:00 a.m.

Discussion Item – COVID-19 Updates

Public Health Officer Dr. Mimi McDonell reported that Wasco County has had 120 cases, Sherman County has had 5 cases and Gilliam County has had 2 cases; this past week another resident of Wasco County passed away. There has been an increase in hospitalizations. Hood River is at 109 cases. Umatilla County, with approximately 3 times the population of Wasco County, has over 1,100 cases. North Central Public Health has added more staff and continues to pursue contact tracing and providing services as needed. Community partners are stepping up to provide assistance. Wasco County cherry harvest is winding down. Dr. McDonell thanked the orchardists and those who worked with them; they did a great job and had low numbers of positive cases in that sector.

Dr. McDonell said that they are shifting focus to schools. Conversations are ongoing and recommendations will likely change as they move through the process. She said that across the country there is a crunch for test kits and they are seeing slower turn-around times for test results – closer to 7 days rather than the 2-3 days they had been experiencing. We are still all working hard to mitigate the spread; the Governor has restricted indoor gatherings to no more than 10 as outbreaks have been associated with family gatherings. She commented that in terms of face coverings, we have done a tremendous job – she said she has seen people wearing them even in outdoor groups.

North Central Public Health Interim Executive Director Shellie Campbell said they are working with Unified Command and transitioning some of that work to the newer employees while they focus on isolation and quarantine. Staff has been stretched thin and working 7 days a week. The Health Council and The Next Door are stepping up to help. They are also seeking assistance from MCMC and One Community Health. There is a meeting today to focus on how we can work together and provide training to cover 24/7. They are seeking volunteers to expand their Medical Reserve Corps. They are also working with schools on their plans which NCPHD will be reviewing upon completion.

Dr. McDonell stated that they are looking forward to determine what we may need down the Road. NCPHD Emergency Manager Tanya Wray runs the Medical Reserve Corps; we are looking at how we might utilize that group when vaccinations become available.

Chair Hege said that he does not know how the community can ever thank them enough for the work they are doing.

Commissioner Kramer asked if there are any criteria associated with being on the Governor's watch list. Dr. McDonell replied that she does not know as they have not received any direct communication on what it means. They want us to pay attention. She said that she spoke to a State epidemiologist today; now that harvest is mostly over, we can isolate numbers related to harvest and get a sense of what is happening in the general community. There have been some glitches in the State system, but they do monitor on the county level and we will get access to that information and will be able to use that data.

Vice-Chair Schwartz said that in regard to the watch list, the State is looking for input from us on the state of our community. The information gathered will help inform that. She said she has been asked to advocate for the cruise ships to come through on the Oregon side of the river. She said she has had some experience with illness on cruise ships but would like to hear from Public Health. Dr. McDonell responded that we will follow the State's guidelines. She said that she understands the hardship for that industry and those impacted when the ships are not running. We do not have a lot of extra capacity if someone comes here sick from somewhere else. Even if they come into contact with someone here and infect them and leave, that hinders our ability to contact trace. We do care about the impacts but do not have the capacity to take on more risk.

Vice-Chair Schwartz commented that when she worked in the health care system in Alaska she observed the impact to the local hospital when cruise ships dropped off ill passengers in the rural community. It is concerning to have a lack of testing supplies – that makes it even more important for citizens to follow the guidelines.

Chair Hege said he is on a weekly regional meeting with the Governor's office. In the last one, the watch list came up; all the counties in our region are on the list. The idea was just to raise awareness and instill caution in counties that are seeing upticks. They did not say what needs to be done but want to address it once they get a better idea of where to make changes. They do not want to close businesses arbitrarily. They are looking for our input; it is not a top down approach – they want to work with us.

Chair Hege asked the status of isolation/quarantine housing. Ms. Campbell said that they have a bank of 11 hotel rooms for the month and will extend for another month. Eleven rooms has been enough so far; it is very expensive and we will have to find a way to sustain that. She explained that there are strict guidelines; patients have to sign a contract. NCPHD has a good relationship with the hotel manager who is supportive.

Chair Hege asked how the County can help. Ms. Campbell replied that we will know better after today's meeting. Hopefully, by next week we will have a plan to relieve some of the Public Health staff. The County's support in messaging and leading by example is important. We may all have to look at financial support in the future depending on the state and federal support.

Commissioner Kramer mentioned correspondence about applications to FEMA for the housing piece and asked if anyone is working on that. Ms. Campbell said they are tracking costs for reimbursement down the road. There is funding for migrant worker housing; if there is another opportunity, we should look at that.

Chair Hege said that he shared the information with Unified Command for review.

Rodger Nichols asked who has the final decision-making authority for opening schools. Dr. McDonell said that she does not have a definitive answer; ODE probably has that authority but it may be on a district basis. The districts carry the liability for safety. This will be a big issue to work through.

Royd Brothersome said that the statement that people are obeying the guidelines

is not true in Pine Hollow. That did not happen over the 4th of July and they are still coming up on the weekends. He asked if the citizens of Pine Hollow are on their own.

Dr. McDonnell said that she appreciates the concern; her comments were related to what she has observed in grocery stores. She said that the local Sheriff's Department is aware and are as responsive as they can be as far as education and support.

Sheriff Magill said that when it comes to face coverings, Unified Command has determined that the main focus is education. He said they are seeing a lot of the local community members wearing masks. He has observed that at public places in the southern part of the county such as the Wamic Store and Lucky's Tavern. The Sheriff's Office is trying to do all they can but they are not enforcing criminally. There have been good contacts with citizens and visitors. He said that there were roughly 8,000 people in Pine Hollow over the 4th of July weekend. All of the deputies have been trained for educating the public they interact with.

Mr. Brothersome said that the 10 people rule is not being followed at all. Sheriff Magill observed that the order did not come out until after the 4th of July. Chair Hege added that the face covering rule for outside is in those circumstances where you cannot remain socially distant. Mr. Brothersome said that he is looking at people right now who are not following the rule. He said that that they have only one store and people are coming in from out of the area.

Chair Hege thanked Mr. Brothersome for his comments.

Mr. Brothersome said that he brought up the fireworks issue last year; it was the same this year with large fireworks being shot. This was supposed to end. He said that they live in a heavily wooded area and nothing was done again.

Sheriff Magill said that for the fireworks issue it is about containment, not control. We do not have the resources to control that many people over the holiday weekend. Mr. Brothersome said that they have to do more like give tickets. It appears this will go on forever.

Chair Hege thanked Mr. Brothersome for his comments.

Forest Service Area Manager Lynn Burditt said that the Washington Governor has

paused on phases until July 28th. The Lyle spits have had more parking than ever; with the winds, the surfers are out and about. Lyle will be restricting parking. The Herman Creek trail heads will be closing for vegetation work. They are still working on the waterfall corridor reopening plan.

Discussion Item – Code Compliance Update

Code Compliance Officer Chris McNeel said the County has always placed a high priority on having code compliance violations being remedied through voluntary compliance from property owners. This traditionally has involved the code compliance officer developing productive relationships with property owners to work towards compliance. The code compliance ordinance allows a lot of flexibility for the code compliance officer to work out these situations with respondents. However, at times this has allowed some cases to remain open for years. Some of the reasons for this are that many respondents simply do not have the necessary resources to hire others to address the violations present on their properties. Many times the respondents are not physically capable of working quickly, by reason of age, or disability.

Mr. McNeel went on to say that Code Compliance is complaint driven; without a complaint there is no file. Files flag properties for potential owners. Some complainants are impatient with progress and want enforceable abatement. If property owners do not have resources to pay for the abatement, then a lien is placed on the property. Most times, violators fall into 3 categories:

1. Willful violators
2. People that need help
3. Those that just don't know the rules exist and need added education regarding the ordinance.

The education takes up a fair amount of time. It also takes time to build relationships with violators to be able to motivate them. Currently there are 58 active cases and 67 alert cases. 16 cases were closed in 2018, 20 cases were closed in 2019 and 9 in 2020. There are several current cases close to being closed.

Mr. McNeel stated that there are two current cases that are troublesome. A complainant in Tygh Valley is going to the media to say that the County is not doing its job. Another is a long standing problem property that has had a lot of work over the past 2 ½ years with a lot of items hauled away. They have been

collecting junk for a lifetime. The complainant wants to sell and believes the neighbor is devaluing their property. There are reasons the progress is slow and there is a working group. He said he would come back to the Board with what they think might help stream line the process. He hopes to get that moving again sooner rather than later.

Chair Hege asked if there is anything else we can do to make this go more quickly. Mr. McNeel responded that he has a hard time communicating with the owner who lives out of the county. There are some valid reasons it is moving slowly. He said he has gotten in touch with family members; one did some work and then stepped away. Another wants to help and is doing some work but has their own issues to deal with. A neighbor was storing demolition derby cars on the property and has now moved them into right of way areas. The family understands what needs to be done and he seems like he wants to move forward with it.

Vice-Chair Schwartz commented that the issue in Tygh Valley has been going on for a long time. She said she drove by and it is all still there. She asked where the majority of cases fall among the 3 groups. Mr. McNeel replied that he has not tried to place percentages on the cases. Generally, people just don't know. There are some that know and just do what they want and feel that the government cannot tell them what to do on their property – that is the smaller percentage of cases. A lot of the willful people tend to fall within the alert status files. Many of them are because they did not get a permit for a building. There are a lot of people who just do not have the wherewithal to handle the situation due to a disability or infirmity. As long as they are showing progress, we continue to work with them – that speaks to the 100% Love culture . . . build relationships and help them get it done. He said he understands the frustration of the complainants and that is why we have a working group.

Chair Hege asked if there are any more funds to do remediation work. Mr. McNeel responded that the DEQ grant closed a year ago. We have been able to still use those resources but most comes out of the Code Compliance line item – there is not a lot of money there.

Discussion Item – Wholly Uncollectible Taxes

County Assessor Jill Amery explained that the property in question burned in a mobile home park. The owner lives outside of the county. Recouping taxes is nearly impossible and so she is asking to write them off. This is an issue that we are trying to address across the state.

{{{Vice-Chair Schwartz moved to approve Order 20-039 cancelling certain uncollectible personal property taxes. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Marine Patrol Agreement

Sheriff Magill said that this is an updated Memorandum of Understanding from last year when Hood River supported our marine program as we did not have adequate staffing. This year, they are short on personnel and have asked for our help to patrol their waterways. This is the same MOU with the roles reversed.

Chair Hege commented that it is great to be able to return the favor. Sheriff Magill said that they helped us over the 4th of July. They loaned us jet skis; we had one on Pine Hollow for the entire weekend.

{{{Vice-Chair Schwartz moved to approve the Intergovernmental Agreement between Wasco County and Hood River County for Marine Patrol Services. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Employee Recognition Policy

Public Works Director Arthur Smith said that as part of the 2019 Wasco County Strategic Plan the team identified a need for an Employee Recognition Policy to provide a framework and guidance for recognition outside of the normal annual performance evaluation. Since last year, a lot of employees have worked on this. The team distributed an employee survey for program features. Using some model programs as a baseline, they made modifications based on employee feedback. The policy has been vetted through the Management Team and CIS. He concluded by saying that a lot of time and care was invested to produce this policy.

Finance Manager Kayla Nelson added that this is a general framework; there are still some steps to get it up and running.

Chair Hege thanked them for their work saying that this is an important component; a simple thank you can mean a lot. He commented that it is harder in a virtual environment.

{{{Commissioner Kramer moved to approve the Wasco County Employee Recognition Policy. Vice-Chair Schwartz seconded the motion which passed

unanimously.}}}

Agenda Item – ORMAP Agreement

Survey and Engineering Technician Ivan Donahue reported that this is another in a series of grants to remap tax lots. They have completed controls for Mosier, Rowena, 7-Mile, The Dalles, Tygh Valley, Pine Hollow, Wamic, Sportsman Park and Rock Creek. Dufur and Boyd were just completed as well as Friend and Sportsman's Paradise. The current grant will include controls for east of Tygh Valley and Maupin east to Buck Hollow. We have been approved for the amount requested. He reviewed the status map included in the Board Packet. He said that he is currently engaged in grant-supported training so that he can do the remapping of the lots using the survey controls we are collecting.

County Surveyor Bradley Cross said that it is great that Mr. Donahue is able to get the training as we lost that when Lane County stopped providing the service. Hopefully, by the end of the last year of the program, we can start that work not only for ORMAP but for our survey maps as well.

County Assessor Jill Amery commented that this a big lift for Mr. Donahue; they are doing a fantastic job and the results will be invaluable to the County.

{{{Vice-Chair Schwartz moved to approve the Department of Revenue ORMAP Intergovernmental Agreement DOR-163-20. Commissioner Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Enterprise Zone Application/Agreement

Administrative Services Director and Enterprise Zone Manager Matthew Klebes explained that we have received an application from World Wide Structures for and extended abatement under the joint enterprise zone program. The extension would give them 2 years on top of the standard agreement for a total of 5 years. Mr. Klebes reviewed the memo included in the Board Packet and explained that agreement is needed from all three enterprise zone sponsors – Wasco County, the Port of The Dalles and the City of The Dalles.

Doug Kirchofer with World Wide Structures said that he and Dr. Kyle House have a 20% interest in the company which is native American owned with a focus on disabled veterans. The housing system technology was patented in the 1970s and is making a comeback. The technology can be rapidly deployed, is permanent housing and has a low carbon footprint. In Arizona they built a large number of

homes that are not deteriorating. It was designed for tribal areas that are challenged by location. There are broader needs that this technology can serve and World Wide Structures is putting it back into play to meet those needs. The main supplier for materials is Hedrow out of The Dalles.

Vice-Chair Schwartz asked what the average cost for a home would be. Mr. Kirchofer replied that a 3 bedroom, 2 bath home would be approximately \$80 per foot. He said they can build school buildings over the summer if the foundation is laid in the spring.

Vice-Chair Schwartz asked about the 50 jobs predicted in the application. Mr. Kirchofer said that they will employ 35 people per shift and they hope to have 2 shifts. He said they should be closing on the property in 3 weeks and are working to engage a project manager.

{{{Vice-Chair Schwartz moved to approve the Wasco County Joint Enterprise Zone Extended Abatement Agreement with Worldwide Structures Property Company. Commissioner Kramer seconded the motion which passed unanimously.}}}

Commissioner Kramer thanked Mr. Kirchofer and the team for bringing this new businesses and jobs to the community. Chair Hege added his thanks, saying that housing is s huge issue and this can help.

Agenda Item – Housing Grant IGA

Mid-Columbia Housing Authority Housing Resource Manager Dave Peters said that this grant will serve homes in the gorge area. In order to serve homes in Wasco County, the Board will have to enter into an intergovernmental sponsorship agreement. The City of The Dalles is the main applicant; there is no other requirement of the County.

Vice-Chair Schwartz asked how many homes will be helped. Mr. Peters replied that over \$400,000 will go to repairs. The number of homes will depend on the work that is done; but they estimate 30-35 homes. They have loaned out close to \$1.5 million for repairs since 2006. They will stretch the funds as far as they can; some will go out in loans and some in grants.

{{{Commissioner Kramer moved to approve the Intergovernmental Agreement in Support of a Community Development Block Grant sponsoring

the Mid-Columbia Home Repair Program. Vice-Chair Schwartz seconded the motion which passed unanimously.}}

Agenda Item – DEQ Correction Plan

Recycling Program Manager David Skakel explained that this is in response to a DEQ warning related to OAR 340 which stemmed from the Chinese policy instituted 2 ½ years ago to universally stop accepting most recyclables from most of the world. It has been difficult to find new markets for comingled recyclables; the market for glass and cardboard has not been disrupted. Many cities and counties had an exception to the rule of not landfilling those items but that exemption has expired. Wasco County continued to landfill those items for a variety of reasons and received a warning in April in which the DEQ asked for a plan to come into compliance. This is the final plan which has already been approved and signed by the City of The Dalles. We already have the surcharge in place for the Wasco County, City of The Dalles and Mosier. Essentially, the next go around for recycling, those comingled items will not be landfilled in Wasco County. All that is missing is a formalized plan to DEQ outlining what we shall do, which is what we have already done. Education on what will be accepted for recycling will be ongoing. This is consistent with programs across the state. The program elements are nothing new or additional to what the City and County had been doing 2 ½ years ago.

Vice-Chair Schwartz thanked Mr. Skakel for the excellent report. Commissioner Kramer thanked Mr. Skakel, Planning Director Angie Brewer, NCPHD Environmental Specialist Nicole Bailey and Waste Connections District Manager Jim Winterbottom for all their work on this. He noted that Waste Connections is subsidizing the recycling program and he wants to recognize that they are stepping up to the plate to move this effort forward.

Chair Hege asked for more specifics on what has changed. Mr. Skakel replied that they will not accept clam shells and some other plastics. They will only be accepting plastics that are 1s and 2s. There may be markets for other items but they would have to be collected separately and cleaned. Wax-coated paper will not be accepted. He said that Mr. Winterbottom checked at the recycling center today – there was a lot being sent in that is acceptable but has food residue. In addition people are sending in items like lampshades and garden hoses that are not accepted. We will need to educate the public on what is acceptable.

Chair Hege asked how people can find out more. Mr. Skakel replied that The

Dalles Disposal has flyers that are consistent with the plan. They can be found at the transfer stations and are handed to new customers and on request. It is also on our website. He added that they will be on the radio and include the information in a newsletter that will go out to all postal patrons.

{{{Commissioner Kramer moved to approve the Revised Corrective Action Plan for the Wasco Watershed. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Public Comment

Chair Hege opened the floor to public comment. Kate Wilson thanked the County for all the hard work they do. She said that she is learning a lot.

Chair Hege thanked Ms. Wilson for her comment saying that people don't always thank our employees for the hard work they do.

Discussion Item – APHIS Agreement

Ms. Clark explained that this is an annual agreement for the USDA Animal and Plant Health Inspection Service to perform wildlife management in Wasco County. Although they request more funding, we have historically budgeted \$5,000 for the work; that is true this year as well.

Chair Hege asked if we have recently seen a report outlining their activities. Mr. Stone replied that he does not think we have seen a report from them for several years. Ms. Clark said that she would make that request.

{{{Commissioner Kramer moved to approve the USDA APHIS Wildlife Services Cooperative Agreement #20-7341- 5129-RA for the provision of professional wildlife management in Wasco County. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Consent Agenda – Minutes: 6.24.2020 & 7.1.2020

{{{Commissioner Kramer moved to approve the consent agenda. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Executive Session – Pursuant to ORS 192.660(2)(h)

At 10:52 a.m. Chair Hege explained the process for the Executive Session and recessed the Regular Session; the Board and designated staff met in a separate virtual room.

The Regular Session resumed at 11:13 a.m.

County Counsel Kristen Campbell said that Hutchison et al have filed an action challenging the foreclosure statutes. This is on the path to becoming a class action suit. She asked for direction to join other counties in the state and for authorization to contribute up to \$10,000 to support that work.

{{{Commissioner Kramer moved to approve up to \$10,000 for legal counsel to join other Oregon counties to defend ourselves in the suit challenging foreclosure processes. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Ms. Campbell went on to say that Purdue Pharma has filed bankruptcy. She asked for direction to file notice of claim on behalf of Wasco County. This is national opioid litigation.

Chair Hege asked if we have received documents outlining claim amounts. Ms. Campbell replied that there is a claim calculator; she is not familiar with what they are basing those calculations on. The claim for Wasco County would be between \$20 and \$30 million. Chair Hege asked how those funds can be used. Ms. Campbell replied that she does not know.

{{{Vice-Chair Schwartz moved to direct County Counsel to submit a notice of claim in the Purdue Pharma bankruptcy. Commissioner Kramer seconded the motion which passed unanimously.}}}

Commission Call

Vice-Chair Schwartz stated that the Red Cross is looking for 10 Wasco County volunteers. She said that she has placed something on her Facebook page but would like to put it on the website to help them recruit.

Chair Hege suggested getting it to Lisa Gambee for posting.

Vice-Chair Schwartz reported that MCEDD held training for small businesses; they had 106 participants. MCEDD is helping them manage the new mandate and giving them talking points and tools. The effort was led by Nate Stice and Jessica Metta.

Chair Hege stated that Mid-Columbia Center for Living has been challenged over the last year; they will lose \$1.2 million this year and are burning a fair amount of reserves. It will continue to be a challenge. They have a budget in place and hope to increase revenue. He said that it is encouraging to see folks doing all they can to help with the virus. Over a thousand cases in Umatilla County is daunting and the attitudes on the weekly regional calls have changed as more cases bring home the reality of the situation and they begin to understand the risks. He said he is pretty proud of our citizens. The Governor has done some good things to help us.

Ms. Amery thanked the Board for keeping everyone informed – it relieves the fear and anxiety. She said she would like to see what we can do to help North Central Public Health. The Oregon Investment Board met yesterday and received grant funds. They can help small businesses that did not qualify for other funding streams.

Mr. Stone reminded everyone that he appreciates the needs of the Red Cross but we need to beef up our own local reserve corps.

Chair Hege closed the session at 11:28 a.m..

Summary of Actions

MOTIONS

- **to approve Order 20-039 cancelling certain uncollectible personal property taxes.**
- **to approve the Intergovernmental Agreement between Wasco County and Hood River County for Marine Patrol Services.**
- **to approve the Wasco County Employee Recognition Policy.**
- **to approve the Department of Revenue ORMAP Intergovernmental Agreement DOR-163-20.**
- **to approve the Wasco County Joint Enterprise Zone Extended Abatement Agreement with Worldwide Structures Property Company.**
- **to approve the Intergovernmental Agreement in Support of a Community Development Block Grant sponsoring the Mid-Columbia Home Repair Program.**
- **to approve the Revised Corrective Action Plan for the Wasco Watershed.**
- **to approve the USDA APHIS Wildlife Services Cooperative Agreement #20-7341- 5129-RA for the provision of professional wildlife**

management in Wasco County.

- **to approve the consent agenda: 6.24.2020 Special Session Minutes; 7.1.1010 Regular Session Minutes.**
- **to approve up to \$10,000 for legal counsel to join other Oregon counties to defend ourselves in the suit challenging foreclosure processes.**
- **to direct County Counsel to submit a notice of claim in the Purdue Pharma bankruptcy.**

Wasco County
Board of Commissioners

Scott C. Hege, Commission Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



**WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
JULY 22, 2020**

This meeting was held on Google Hangout Meet
Meeting ID: <https://meet.google.com/joo-mudn-vpm?hs=122>
or call in to [1-502-382-4610](tel:1-502-382-4610) PIN: 321 403 268#

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

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

Agenda Item – COVID-19 in Wasco County

Chair Hege opened the session at 9:00 a.m.

Public Health Officer Dr. Mimi McDonell reported that Wasco County is at 135 cases, Sherman County is at 8 cases, Gilliam County is at 2 cases and Hood River is at 135 cases. She said that they have been feeling the challenges of not having adequate turnaround time for testing. We have enough testing supplies but the turnaround for results is 7-10 and sometimes 14 days. That delay almost negates the value of testing. We expect additional guidance will be coming out today in regard to schools; the Governor is holding a press conference at 11 a.m.

North Central Public Health District Interim Executive Director Shellie Campbell said they are continuing to hire additional staff to work on contact tracing and investigations. They are also working with community partners to help with the heavy lift. She stated that different funding streams are coming into various aspects of the community. Wasco County Administrative Services Director Matthew Klebes is helping with access to funding. NCPHD continues to track expenses that are not currently funded in anticipation of future reimbursement. They are working with the schools on reopening plans which NCPHD is tasked with reviewing.

Dr. McDonell said that long-term care facilities have been mandated to perform testing of all residents and staff by September 30th. After that, staff will be tested monthly; residents weekly. OVH has already been following that protocol.

Chair Hege asked about the status of Mid-Columbia Medical Center's getting quick-test equipment. Dr. McDonell replied that they anticipate they will have the

WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
JULY 22, 2020
PAGE 2

equipment in August but the testing supplies may not be available. We still have a shortage of the preferred kits.

Commissioner Kramer asked what the Commission can do to help with the testing and results. Is there a letter to write or a phone call to make? What can we do locally? Dr. McDonnell said in her opinion a coordinated federal response is what would be most helpful. Advocating for that would be something the Board could do. She added that she wonders if there are untapped resources at area universities - bright, talented people who could significantly contribute.

Vice-Chair Schwartz stated that the testing is of real concern especially as we look at opening schools. Commissioners might need to amp up the messaging to citizens. She reported observing groups of the weekend - 40-50 people not wearing masks or social distancing.

Chair Hege said that what he hears Dr. McDonnell saying is that the turnaround on testing and the better test kits are the main issues. Dr. McDonnell confirmed, saying that if you get a test result 10 days later, it is not particularly helpful. He asked if she hears that other counties and regions are having the same issue. Dr. McDonnell confirmed saying that the State tries to direct them to the labs that are faster but by the time an agreement is in place, many others are using that lab and it may not be any better.

Vice-Chair Schwartz said that at his recent town hall, Senator Merkley talked about the nationwide testing shortage. From his perspective, there is a lack of a national testing strategy and it is playing out in our local communities. There are spikes around the country and the supplies are going out to those areas. We are worse off now than we were months ago; that is concerning.

Chair Hege said part of the revised guidance could go back to the 10 p.m. closing of bars and change the indoor gathering sizes. We should know today.

Claire Ranit explained that she is a consultant with the Education Service District for Hood River, Wasco, Gilliam, Sherman and Wheeler Counties for emergency responses including the pandemic. The Ready Schools, Safe Learners program provides guidance and she is working with all the districts to look at the 20-21 school year. They have to elect either hybrid in-person/distance education or full distance education. Right now, all are planning some kind of hybrid model which will include cohorting classes and grades, including how to transport cohorts. August 15th is the deadline to submit plans. Public Health and School Boards will review the plans but no one is approving the plans including the Oregon Department of Education. A local authority can raise a red flag but they are not approving the plan. Some may or may not start with distance/online learning and then move to hybrid. All will be prepared to go fully distance in the case of an outbreak. There is updated guidance that will likely look at cohort sizes and

changes to mask requirements.

Chair Hege asked if they have talked about areas where there is not reliable access or any access to the internet. Mr. Ranit replied that it is a huge topic. Legislation passed last session that removed an exemption within a funding stream as it relates to cell phone charges - that increases access to a funding stream that will increase broadband, but that funding will not be accessible for the first year. Schools understand that and have been utilizing take-home packets and upload sites.

Marolyn Wilks asked what consideration is being made for children at risk. Ms. Ranit replied that there are required aspects and recommended aspects of the plans. There are requirements around high risk staff and students. They must address those needs and follow existing ORS and OARS as they relate to school nursing.

Vice-Chair Schwartz asked how a kindergartener or 1st grader will respect social distancing. Ms. Ranit said they are looking into what are the developmentally appropriate ways to do that without traumatizing the student. For instance, some daycares are using inflatable pools where a child can sit so that they are distanced. This is about risk management.

Vice-Chair Schwartz said that right now younger children are not required to wear masks. Ms. Ranit concurred, saying that it could change today. Chair Hege noted that what he has seen is that the age level could go down significantly – perhaps to 5 years old.

Commissioner Kramer stated that he will be meeting with Dufur Superintendent Henderson to get an in-depth view as to what the Dufur District is doing. He said he will report on that next week.

Human Resources Director Nichole Biechler asked how many parents may not enroll their children and how will that impact school funding. Ms. Ranit responded that ODE looks at enrollment on a 2-year, rolling calculation. They will know that this is an odd year but if the decrease continues over the next 2 years that could have a significant impact.

Vice-Chair Schwartz asked if anyone has heard about help through the CARES Act that can go to parents as they respond to hybrid distance/classroom education. She noted that there are entrepreneurs trying to fill the need but that will be expensive.

Forest Service Area Manager Lynn Burditt said that her group is working on mask guidance that they will send out to tourist sector for feedback. Washington counties are still on pause for moving through phases. The Multnomah Falls concessionaire is working diligently on one-way routes, fencing and limits to onsite group sizes. They hope to move forward in early August.

Chair Hege asked if there have been issues in the facilities that are already open. Ms. Burditt replied that there have not been any significant issues. The general challenge is that people who have not recreated before have been accessing the outdoors and learning to recreate. The waterfront parks see more have more issues than the general outdoor areas.

Association of Oregon Counties OSHA Letter

Commissioner Kramer said that this letter has been in the works for a few weeks with a number of Representatives input. There is a feeling that OSHA is not following proper procedures and rulings during the early weeks of the pandemic. Unified Command did a good job of working with OSHA and keeping everyone safe but now we feel they need to slow down the process to allow public input and participation.

Vice- Chair Schwartz commented that at the beginning of this our growers were quite concerned about quickly instituted regulations put into place for the harvest. She asked if they were able to meet those requirements.

Commissioner Kramer said he does not believe that is the issue being addressed by the letter. He said that he thinks it is the speed at which things are moving now. In the normal process there is a 180-day period for feedback. OSHA wants to move that to 45 days. We are not saying that what they are doing is right or wrong, we just want the opportunity to have the bipartisan conversation to do the best for everyone.

Chair Hege observed that the rules that were set up in an emergency were necessary; there is a concern about the permanency of the rules without a good public process. He said that he thinks that makes sense.

Vice-Chair Schwartz asked Mr. Stone to weigh in. Mr. Stone said that his only concern is the a balance between enforcement vs education. He said the businesses need help, not tickets, to get into compliance.

Vice-Chair Schwartz said that she thinks that might have been an issue in an earlier version of the letter. She said she does not have a problem with asking for a more open process as long as we can get the necessary work done. There is a disproportionate number of positives in the agricultural worker population and we need to protect them. She said that she supports the push for openness going forward.

Mr. Stone followed-up by saying that his comments were around the Emphasis Program which he thinks we need; what he does not know, is where that emphasis is in the agricultural sector.

Chair Hege said that he thinks that is the point – slow the train down so we can have input.

*****The Board was in consensus to sign the AOC letter regarding OSHA processes.*****

Commissioner Kramer asked what the vision would be for amping up our message to the public. He asked how to move that forward – radio spots, aggressive advertising, funding? He said he agrees we need to do more but we need to figure out how we do that.

Vice-Chair Schwartz said that we did do a radio spot that is airing now. She said we are also doing some social media and have a COVID page. She said she doesn't have the answer to what more we should be doing but will give it some thought. She said that although she has seen an improvement for masking, the gatherings she has seen in parking lots, front porches and parks where they are not masked or social distancing is concerning. She said she has seen that at the state level the data it is the 30-40 year-olds getting the virus and it is that age group she has observed at gatherings – they are bringing it back to their families. She said that perhaps the State can help with messaging.

Chair Hege said that he said that the guidance is that if you are outside and cannot social distance, it is a requirement to wear a mask; people have not gotten that message.

Vice-Chair Schwartz said we might need signage locally and working with businesses and park districts to remind people that it is a requirement.

Commissioner Kramer explained that this has become personal for him as he has lost a friend and mentor to COVID-19. He said he wants to make sure that we, as an organization and Board, have done everything we possibly can. He thanked Vice-Chair Schwartz for bringing the issue forward. He said he is calling on the team to advocate for this – we need to get our heads together to keep our citizens safe.

Mr. Stone reported that we have billboards going up – Meadow Outdoor has donated space for that. There will soon be a ½ or full-page ad along with the radio spots. Voluntary compliance is a hard thing and we continue to educate and inform or alternatively we shut things down which is not what we want to do. That is something to think about.

Chair Hege commented that a lot of rules are mandates but people become confused. The problem is enforcement which is limited. First we need to educate, talk with business managers and then go to OSHA for enforcement. When we went from encouraging to requiring masks, we saw a marked improvement. The issue now is the casual gathering. People need to understand that they are at risk and are

putting others at risk.

Rodger Nichols suggested that the Chamber could do an e-blast.

Chair Hege closed the session at 9:54 a.m.

Summary of Actions

CONSENSUS

- **To sign the AOC letter regarding OSHA processes.**

Wasco County
Board of Commissioners

Scott C. Hege, Board Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



AGENDA ITEM

Elections/Cyber Security

[STAFF MEMO](#)



MEMORANDUM

SUBJECT: ELECTIONS SECURITY - Albert Monitoring Services

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LISA GAMBEE, WASCO COUNTY CLERK AND ANDREW BURKE, INTERIM IS DIRECTOR

DATE: 08/05/2020

SUMMARY AND RECOMMENDATION

In 2018, elections were deemed Critical Infrastructure by the Federal Government. This has resulted in a heightened awareness of cyber-security and election security vulnerabilities, and the need for Federal and State-level support for local governments.

Cyber-security measures include the need for monitoring and detection of cyberattacks. Wasco County recently underwent a security assessment which identified no potential issues in its system and received a positive status report on its implementation of Splunk, a software providing visibility into the operations of Wasco County's IT infrastructure. However, with limited staff and resources, Wasco County can still benefit from additional support to enhance our security monitoring capabilities.

The State of Oregon Elections Division is partnering with the Center for Internet Security, Inc. (CIS) to offer an additional level of security and monitoring through CIS' Albert Monitoring Services, **free of charge to Oregon counties**. As recent cyberattacks in Oregon show, even small counties are at risk of ransomware and other malicious activity. The County Clerk and Interim Information Systems Director recommend accepting the offer of the service, and have the support of the Sheriff's Office and North Central Public Health who are also part of the county network. The IGA can be signed by our Administrative Officer, and it has been reviewed and approved by County Counsel.

BACKGROUND INFORMATION

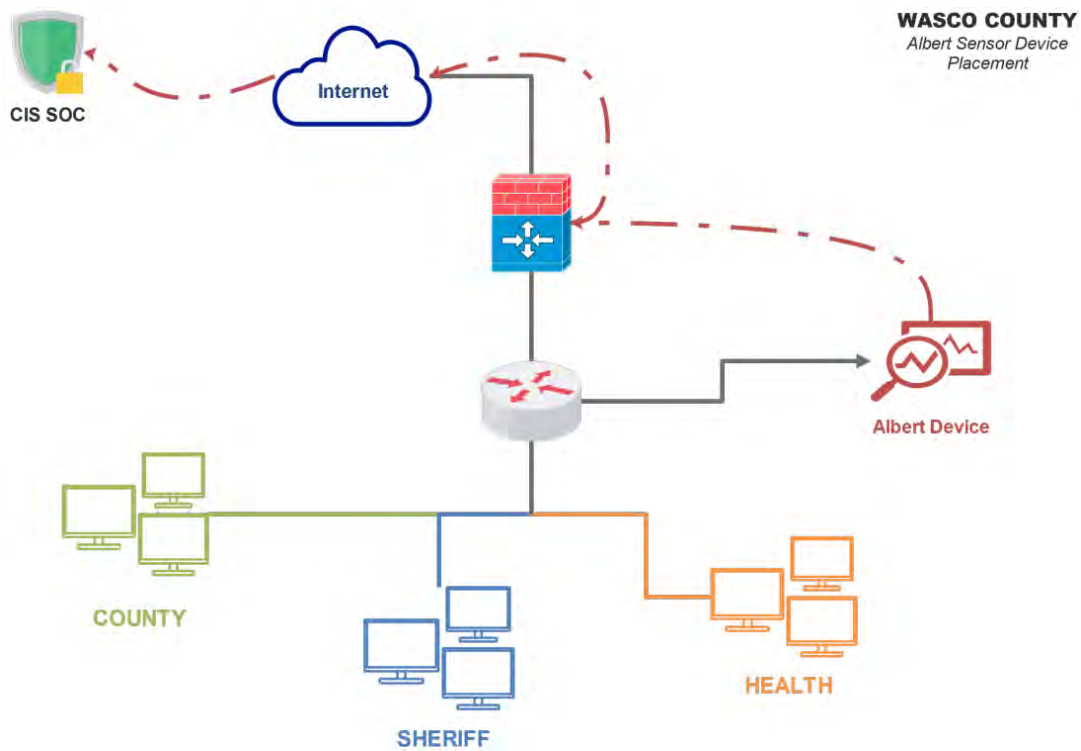
Albert Monitoring

In recent months, the State of Oregon has been working to get all Oregon counties signed up to a service called Albert Monitoring. This is being driven primarily for Elections security; however, they are extending this project to all functions of the county. Here is a brief description from the State of Oregon:

Working together, the Enterprise Information Services Cyber Security Services (EIS-CSS) office and the Secretary of State's Office will be providing Albert Network Monitoring services to all Oregon counties **at no cost**. This effort will improve the state's overall information security posture for our upcoming elections and reduce risk across all services to the good people that we serve.

Albert is a **network security monitoring service** offered by the Center for Internet Security (CIS) through the Multi-State Information Sharing and Analysis Center (MS-ISAC) and Elections Infrastructure Information Sharing and Analysis Center (EI-ISAC). The next generation of the Department of Homeland Security’s “Einstein” project, Albert identifies malicious or potentially harmful network activity based upon known signatures.

Wasco County currently employs active and passive security measures to ensure the security of its systems. Albert monitoring adds another layer of passive security that incorporates 24/7 security monitoring through a shared-information, security operations center. By utilizing the Albert monitoring system, Wasco County will further improve its overall cybersecurity posture. The model below depicts how the Albert monitoring system will be implemented:



Splunk System Update

In 2019, Wasco County acquired software called Splunk to enhance our visibility into operations of our infrastructure. Over the past year, IS has worked to implement the Splunk system; this implementation provides near real-time details regarding potential vulnerabilities, two of which were discovered and mitigated earlier this year.

Additionally, professional services were contracted to evaluate and report on these vulnerabilities and the health of our system and data. No potential issues were observed during the assessment and the status of the Splunk implementation is good.



AGENDA ITEM

Federation of Parole and Probation Officers Agreement

[FOPPO AGREEMENT WITH CHANGES](#)

[FOPPO AGREEMENT – CLEAN VERSION](#)

[MOTION LANGUAGE](#)

EXTENSION AGREEMENT

Between

WASCO COUNTY

And

FEDERATION OF PAROLE AND PROBATION OFFICERS

Wasco County ("County") and the Federation of Parole and Probation Officers ("Federation") (collectively "the Parties") agree to the following regarding the Parties' Collective Bargaining Agreement with duration July 1, 2017 through June 30, 2020 ("Agreement").

The Parties agree to extend the Agreement for a period of one (1) year, and the Agreement shall expire on June 30, 2021. As part of the extension, the Parties agree all terms and conditions of the Agreement will remain in full force and effect, except as amended below by adding the language in underlined font, and deleting the language in strike-through font:

ARTICLE 3 - ASSOCIATION RIGHTS

Section 3.1- Federation Membership~~Fair Share~~

A. Membership: Membership or non-membership in the Federation shall be the individual choice of an employee, and employees must affirmatively consent to join the Federation in order to become a member.

BA. Dues~~Fair Share~~ Deduction: The County agrees to deduct Federation membership dues (but not fines or fees) once each month from employee paychecks for those employees who have authorized such deductions for payment of dues. The amounts deducted shall be transmitted monthly to the Federation on behalf of the members. Member authorization for payment of dues to the Federation shall be made on a form provided by the Federation. The County will deduct the appropriate dues from a member's paycheck not later than thirty (30) calendar days after the County receives the appropriate dues deduction form signed by the member. Should any employee inform the County of their decision to revoke the authorization to deduct payment of dues by providing the County with a signed Federation supplied opt-out form, provided the Federation provides the County with the form, the County shall inform the Federation and stop deduction until otherwise directed by the employee or a court order. All employees covered by the terms and conditions of this Agreement shall become members of the Federation or shall make payments in lieu of dues (fair share payments) to the Federation. The parties agree to a fair share agreement, and in accordance with such, it is agreed that each employee who is a member of the bargaining unit herein defined but who is not a member of the Federation shall be liable to contribute to the Federation as representation costs an amount as determined by the Federation's Executive Board. The County agrees to deduct dues or an amount equal to the required monthly dues (fair share), as determined by the Federation's Executive Board, from the wages of each employee covered by this Agreement. The County will provide a listing of all each bargaining unit members and

Extension Agreement

~~fair share employee~~ and the amount deducted to the Federation upon request but not more than, on a semi-annually basis.

~~B. Religious Exemption: If an employee certifies in writing to the Federation and the County the presence of bona fide religious tenets or teachings of a church or religious body of which such employee is a member, and if such employee provides concurrently authorization for a non-religious charity deduction equal to the fair share amount as mutually agreed between the Federation and the employee, the provisions of Section 3.1A hereof shall not apply. An in lieu of fair share payment other than a non-religious charity may be mutually agreed between the Federation and the employee. In such instance, the Federation and the employee shall provide written notification and/or authorization to the County as applicable.~~

BE. Hold Harmless: The Federation agrees to indemnify and hold the County harmless from and against any and all claims, suits, orders or judgments brought against the County as a result of the County's compliance with the provisions of this Article section and to reimburse any fees, costs or expenses incurred by the County in connection with same. In the event that any part of this Article should be declared invalid or the monthly dues or fees collected by the County be ordered to be reimbursed to an employee, the Federation shall be solely responsible for such reimbursement, provided the County has acted in good faith in the collection and cessation of dues payments. Should an administrative agency or court with jurisdiction over this Agreement hold that this provision is unenforceable or unlawful, the parties will immediately negotiate a substitute, if possible, and the County will immediately cease deducting dues.

Section 3.2-Labor Relations Training

Subject to the operating requirements of the Department, members of the Federation Executive Board shall be allowed an unpaid leave of absence or shall be allowed to use accrued vacation or compensatory time for the purpose of attending labor relations training and conferences.

Section 3.3-Bulletin Boards

The County agrees to provide a designated bulletin board or designated bulletin board space for use by the Federation.

Section 3.4-Visits by Federation Representatives

Accredited representatives of the Federation will be granted reasonable access to County facilities and employees for the purposes of investigation of grievances and official Federation business, provided such visitation does not unduly interrupt the employees' work.

ARTICLE 16 - COMPENSATION

Section 16.1

Employees on the payroll as of the date of ratification of the contract shall be compensated at the following rates of pay, based on a 40-hour workweek, for the following periods:

Extension Agreement

July 1, 2017 to June 30, 2018 (reflects 2% wage increase)

| | | | | | |
|-------------|------------|------------|------------|------------|------------|
| Step | 1 | 2 | 3 | 4 | 5 |
| Monthly Pay | \$3,813.41 | \$4,004.15 | \$4,204.18 | \$4,413.52 | \$4,635.65 |

Effective July 1, 2018, employees shall receive a wage increase of 2%, and the wage scale shall be as follows:

| | | | | | |
|-------------|------------|------------|------------|------------|------------|
| Step | 1 | 2 | 3 | 4 | 5 |
| Monthly Pay | \$3,889.68 | \$4,084.23 | \$4,288.26 | \$4,501.79 | \$4,728.36 |

Effective July 1, 2019, employees shall receive a wage increase of 2%, and the wage scale shall be as follows:

| | | | | | |
|-------------|------------|------------|------------|------------|------------|
| Step | 1 | 2 | 3 | 4 | 5 |
| Monthly Pay | \$3,967.47 | \$4,165.91 | \$4,374.03 | \$4,591.83 | \$4,822.93 |

Effective July 1, 2020, employees shall receive a wage increase of 2%, and the wage scale shall be as follows:

| | | | | | |
|--------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <u>Step</u> | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> |
| <u>Monthly Pay</u> | <u>\$4,046.82</u> | <u>\$4,249.23</u> | <u>\$4,461.51</u> | <u>\$4,683.67</u> | <u>\$4,919.39</u> |

ARTICLE 21 - TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of signing of this Agreement, unless otherwise indicated in this Agreement, through June 30, ~~2021~~2020. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing not later than March 1, ~~2021~~2020 or subsequent March 1 that it wishes to modify this Agreement for any reason. In the event such notice is given, negotiations shall begin no later than 30 calendar days after said notice. The Federation's negotiating team, to be composed of no more than two on-duty employees, shall be permitted to attend negotiation meetings with the County relative to securing a successor agreement without loss of pay, unless such absences hamper the normal operations of the Community Corrections Department. The Agreement shall remain in full force and effect during the period of negotiations.

AGREED AND ENTERED this _____, 2020

WASCO COUNTY FOPPO

WASCO BOARD OF COMMISSIONERS

_____, President

Scott C. Hege, Chair

_____, Administrative Assistant

Kathy Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner

EXTENSION AGREEMENT

Between

WASCO COUNTY

And

FEDERATION OF PAROLE AND PROBATION OFFICERS

Wasco County (“County”) and the Federation of Parole and Probation Officers (“Federation”). (collectively “the Parties”) agree to the following regarding the Parties’ Collective Bargaining Agreement with duration July 1, 2017 through June 30, 2020 (“Agreement”).

The Parties agree to extend the Agreement for a period of one (1) year, and the Agreement shall expire on June 30, 2021. As part of the extension, the Parties agree all terms and conditions of the Agreement will remain in full force and effect, except as amended below by adding the language in underlined font, and deleting the language in strike-through font:

ARTICLE 3 - ASSOCIATION RIGHTS

Section 3.1- Federation Membership

- A. Membership: Membership or non-membership in the Federation shall be the individual choice of an employee, and employees must affirmatively consent to join the Federation in order to become a member.
- B. Dues Deduction: The County agrees to deduct Federation membership dues (but not fines or fees) once each month from employee paychecks for those employees who have authorized such deductions for payment of dues. The amounts deducted shall be transmitted monthly to the Federation on behalf of the members. Member authorization for payment of dues to the Federation shall be made on a form provided by the Federation. The County will deduct the appropriate dues from a member’s paycheck not later than thirty (30) calendar days after the County receives the appropriate dues deduction form signed by the member. Should any employee inform the County of their decision to revoke the authorization to deduct payment of dues by providing the County with a signed Federation supplied opt-out form, provided the Federation provides the County with the form, the County shall inform the Federation and stop deduction until otherwise directed by the employee or a court order. The County will provide a listing of all members and the amount deducted to the Federation upon request but not more than semi-annually.
- B. Hold Harmless: The Federation agrees to indemnify and hold the County harmless from and against any and all claims, suits, orders or judgments brought against the County as a result of the County’s compliance with the provisions of this Article and to reimburse any fees, costs or expenses incurred by the County in connection with same. In the event that any part of this Article should be declared invalid or the monthly dues or fees collected by the County be ordered to be reimbursed to an employee, the Federation shall be solely

Extension Agreement

responsible for such reimbursement, provided the County has acted in good faith in the collection and cessation of dues payments. Should an administrative agency or court with jurisdiction over this Agreement hold that this provision is unenforceable or unlawful, the parties will immediately negotiate a substitute, if possible, and the County will immediately cease deducting dues.

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Extension Agreement

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AGREED AND ENTERED this _____, 2020

WASCO COUNTY FOPPO

WASCO BOARD OF COMMISSIONERS

Extension Agreement

President

Scott C. Hege, Chair

Administrative Assistant

Kathy Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



MOTION

SUBJECT: FOPPO Extension Agreement

I move to approve the Extension Agreement between Wasco County and the Federation of Parole and Probation Officers.



AGENDA ITEM

FEMA Grant Agreement

[STAFF MEMO](#)

[PROGRAM SUMMARY](#)

[GRANT #FM-5195-21-P-OR](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: FEMA Grant Agreement

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: JULY 29, 2020

BACKGROUND INFORMATION:

At the June 5, 2019 Session the Board adopted the following resolution:



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF SUBMITTING A GRANT APPLICATION TO THE FEDERAL EMERGENCY
MANAGEMENT AGENCY (FEMA) FOR THE COMMUNITY WILDFIRE PROTECTION PLAN (CWPP)
UPDATE PROJECT

RESOLUTION #19-005

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

IT APPEARING TO THE BOARD that it is imperative that local government develop and maintain a Community Wildfire Protection Plan; and

IT FURTHER APPEARING TO THE BOARD that funding is available to support the updating of our current Community Wildfire Protection Plan.

NOW, THEREFORE BE IT RESOLVED that the County of Wasco formally approves the grant application for the above stated project; and

BE IT FURTHER RESOLVED that the Board of Commissioners hereby authorizes the Wasco County Planning Department to submit an electronic grant application for a Hazard Mitigation Grant (HMGP-FM-5195-Oregon: 2017 and 2018 Fire Seasons) to the Federal Emergency Management Agency. This grant would be for a maximum of \$39,000 and will require a 25% match from the County and Partners (up to \$13,000, payable in kind, such as staff time, or with cash).


DATED this 5th day of June, 2019.

APPROVED AS TO FORM:


Brad Timmons, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS


Steven B. Kramer, Commission Chair


Scott C. Hege, Vice-Chair


Kathleen B. Schwartz, County Commissioner

Hazard Mitigation Grant Program Summary

The Hazard Mitigation Grant Program (HMGP) was created in November 1988, by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The HMGP assists States, Tribes, and local communities in implementing long-term hazard mitigation measures following a major disaster declaration. This funding source for HMGP is a special Post-Fire appropriation as part of the Bipartisan Budget Act of 2018. The Act contains a provision that authorizes FEMA to provide HMGP assistance as a result of a Fire Management Assistance declaration for events from October 1, 2016, through September 30, 2018.

During the recovery phase of a disaster, local jurisdictions select projects that could reduce property damage from future disasters, and submit grant applications to the State. Indian Tribes and certain nonprofit organizations may also apply; and local governments may apply for assistance to benefit individual property owners and businesses.

The States administer the HMGP by establishing their mitigation priorities, facilitating the development of applications, and submitting applications to FEMA based on State criteria and available funding. The State also manages the project, monitors progress, and evaluates the effectiveness of projects implemented.

FEMA conducts a final eligibility review to ensure compliance with Federal regulations. HMGP projects must comply with Federal environmental laws and regulations, be cost-effective, and be technically feasible.

Federal law requires States and local jurisdictions to have a mitigation plan prior to receipt of HMGP funds. The plan identifies hazards, assesses community needs, and describes a communitywide strategy for reducing risks associated with natural disasters.

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
Fire Management Assistance Grant (FMAG) Program Hazard Mitigation
Grant Program (HMGP)
CFDA # 97.046
Wasco County
Wasco County Wildfire Protection Plan (CWPP)
Not to Exceed \$39,013.50
Grant No: FM-5195-21-P-OR**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as “OEM,” and **Wasco County**, hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs (as defined in Section 6.a.) incurred beginning on **June 2, 2020** and shall terminate upon completion and approval of the Project (as defined in Section 4) by federal and state officials, including the completion of close-out and audit (the “Project Completion Date”). This period shall be known as the Grant Award Period. The Project shall be completed no later than **January 29, 2023** (the “Expiration Date”), unless otherwise extended as provided in this Agreement. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **FEMA Project Description and Budget**
- Exhibit B: **Federal Department of Homeland Security Standard Terms & Conditions**
- Exhibit C: **Subcontractor Insurance**
- Exhibit D: **Information required by 2 CFR 200.331(a)**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C; Exhibit D.

3. **Project Cost, Grant Funds.** The total estimated cost of the Project for the purpose of this Grant Agreement is **\$52,018.00**. In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed 75 percent of the Project Costs or **\$39,013.50**, whichever is less, in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program are provided by the Federal Emergency Management Agency (FEMA) and are administered by OEM. Subrecipient will commit 25% to the project, known as the non-Federal match. The non-Federal match can be cash, in-kind or a combination of both. For this sub-grant, the non-Federal share contribution shall be 25 percent of the Project Costs, up to **\$13,004.50**. Subrecipient shall apply any savings, rebates and reductions in cost to reduce the overall cost of the Project. Subrecipient is responsible for any costs in excess of the total Project Cost.

4. Project. The Grant Funds shall be used solely for the project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

5. Performance and Close-Out Reports.

- a. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon milestones.
- b. Reports are due to OEM on or before 15 days following the end of each calendar quarter (March 31, June 30, September 30, and December 31).
- c. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.
- d. Subrecipient shall submit final close-out report to OEM for review which must include a financial performance report, construction reports (if applicable), invention disclosure (if applicable), Federally-owned property report (if applicable), and final request for reimbursement (if applicable).
- e. Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues, may result in the suspension of grant payments, termination of this Agreement, or both.

6. Reimbursement Process.

- a. OEM shall reimburse Subrecipient’s actual, reasonable and necessary costs of developing the Project (the “Project Costs”) in an amount not to exceed the Grant Fund amount provided in Section 3. Project Costs do not include those costs that are excluded from reimbursement by either OEM or FEMA under this Agreement or as a result of a financial review or audit. Reimbursements shall be made by OEM within forty-five (45) days of OEM’s receipt and approval of a Request for Reimbursement of Funds form (the “RfR”) from Subrecipient. Subrecipient must pay its contractors, consultants and vendors before submitting RfRs to OEM for reimbursement.
- b. Not later than the end of each calendar quarter (March 31, June 30, September 30, and December 31), Subrecipient shall submit an RfR to OEM for review and approval. Each RfR shall include the appropriate Hazard Mitigation Assistance Project Number, FEMA Project Number, FEMA FIPS Number and DUNS Number, as well as supporting invoices and other appropriate documentation evidencing the Project Costs for which reimbursement is sought, e.g., timesheets/work logs for labor hours and receipts and other proof of Subrecipient’s payment to vendors. RfRs must be based on actual expenses incurred and specify the percentage of Project completion. Subrecipient’s deadline to submit its final RfR is 30 days after the earlier of the Project Completion Date or the Expiration Date, whichever occurs first.
- c. OEM will withhold reimbursements for Project Costs if Subrecipient fails to submit performance reports by the specified deadlines or if the performance reports submitted are incomplete.
- d. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon, however, travel expenses must be a part of the approved budget for the project. Requests for

reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.

- e. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subrecipient agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.
- f. **Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subrecipient has provided to OEM an RfR in accordance with Section 5.b of this Agreement.
- g. **Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subrecipient shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

The Subrecipient shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further, the Subrecipient shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the Subrecipient obtains recovery from a responsible party, the Subrecipient shall first be reimbursed its reasonable costs of litigation from such recovered funds. The Subrecipient shall pay to the state the proportionate Federal share of all project funds recovered in excess of costs of litigation.

7. **Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:
- a. **Organization and Authority.** Subrecipient is a county and political subdivision of the State of Oregon duly organized under the laws of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not

and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.

- b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, subrecipients (collectively hereafter "contractors"), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

Subrecipient must prepare a Schedule of Expenditures of Federal Awards (SEFA) that includes: Federal grantor name, pass-through entity name, program name, Federal catalog number, identifying number assigned by the pass-through entity and current year expenditures.

- b. Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200 and to apprise itself of all rules and regulations set forth.

c. Audits.

- i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
- ii. Audit costs for audits not required in accordance with 2 CFR Part 200, Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
- iii. Subrecipient shall save, protect and hold harmless OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. **Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).
 - i. Subrecipient shall provide to OEM copies of all Requests for Proposals (RFPs) or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RfR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade.

Contractors that develop or draft specifications, requirements, statements of work, or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

- iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- v. In the event that Subrecipient subcontracts for engineering services, Subrecipient shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's contract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with Subrecipient for the benefit of Subrecipient of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that the subcontract shall terminate immediately upon cancellation or lapse of the bond or insurance and shall require the subcontractor to notify Subrecipient immediately upon any change in insurance coverage or cancellation or lapse of the bond.

b. Purchases and Management of Property and Equipment; Records. Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:

- i. All property and equipment purchased under this Agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
- ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
For acquisition projects, Subrecipient shall retain real estate transaction and property tracking records indefinitely to enable FEMA to track the use of real property acquired with grant funds and ensure that the property is maintained for open space in perpetuity (see 44 CFR Part 80).
- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.

- vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- vii. Subrecipient agrees to comply with 2 CFR 200.313 when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- ix. Subrecipient shall retain, and shall require its contractors to retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with this Agreement.

c. Subagreement indemnity; insurance. Subrecipient’s subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents 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 the other party to Subrecipient’s subagreement or any of such party’s officers, agents, employees or subcontractors (“Claims”). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient’s subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient’s contractor(s) nor any attorney engaged by Subrecipient’s contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively “State”), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient’s contractor is prohibited from defending State or that Subrecipient’s contractor is not adequately defending State’s interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient’s contractor if State elects to assume its own defense.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
 - i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or

- ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement;
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least thirty days' notice to the other Party.
- d. Effect of Termination.** In the event of termination of this Agreement, each party shall be liable only for Project Costs and allowable expenses incurred by the other party, prior to the effective date of termination, and Subrecipient will return all Federal funds paid to Subrecipient for the Project which have not been expended or irrevocably committed to eligible activities.

11. General Provisions

- a. Indemnity.** Subrecipient shall, as required by ORS 401.178(2), indemnify, defend, save, and hold harmless the United States and its agencies, officers, employees, agents, and members, and the State of Oregon and its agencies, officers, employees, agents, and members, from and against all claims, damages, losses, expenses, suits, or actions of any nature arising out of or resulting from the activities of Subrecipient, its agencies, officers, employees, agents, members, contractors, or subcontractors under this Agreement. If legal limitations apply to the indemnification ability of Subrecipient, this indemnification shall be for the maximum amount of funds available for expenditure, including any available contingency funds, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds. If requested by OEM, Subrecipient shall purchase commercial insurance covering this indemnification.
- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this 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. Each party shall bear its own costs incurred under this Section 11.b.

- c. **Responsibility for Grant Funds.** Subrecipient shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement, and shall, upon Subrecipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Subrecipient, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to the persons identified in the signature blocks or to such other persons, addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, enforced under and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. 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.

- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 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 the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

The Subrecipient will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Headings.** The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement, and are not relevant to the interpretation of any provision of this Agreement.
- m. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature

below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Wasco County

By _____
Name & Title

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By _____
Subrecipient's Legal Counsel

Date _____

Subrecipient Program Contact:
Will Smith, Senior Planner
Wasco County Planning Department
2705 E. 2nd St
The Dalles, OR 97058
541-993-0124
wills@co.wasco.or.us

Subrecipient Fiscal Contact:
Mike Middleton, Finance Director
Wasco County Finance Department
511 Washington St, Suite 207
The Dalles, OR 97058
541-506-2770
mikem@co.wasco.or.us

Office of Emergency Management

By _____
Matthew Marheine
Oregon Office of Emergency Management, Deputy
Director

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

N/A. Under \$150,000 threshold.

OEM Program Contact:
Amie Bashant
State Hazard Mitigation Officer
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-4660
amie.bashant@state.or.us

OEM Fiscal Contact:
Nicole Hanson
Grants Program Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3849
nicole.l.hanson@state.or.us

EXHIBIT A
Attached Budget and Project Description

| TOTAL PROJECT COSTS (<i>p</i> represents pre-award cost) | \$ ESTIMATE |
|---|--------------------|
| Land, structures, rights-of-way, appraisals, etc. | █ |
| Relocation expenses and payments | █ |
| Architectural fees | █ |
| Engineering fees | █ |
| Project inspection fees | █ |
| Site work | █ |
| Demolition and removal | █ |
| Construction | █ |
| Equipment | █ |
| 1p. Administrative and legal expenses (Plan Development) | 52,000 |
| 2p. Land, structures, rights-of-way, appraisals, etc. | █ |
| 3p. Architectural fees | █ |
| 4p. Engineering fees | █ |
| 5p. Other architectural and engineering fees | █ |
| 6p. Project inspection fees | █ |

| | |
|----------------------------|------------------|
| TOTAL PROJECT COSTS | \$ 52,000 |
|----------------------------|------------------|

The proposed project is to revise Wasco County’s Community Wildfire Protection plan using improved risk analysis data, updated hazard information (from recent disasters as well as from the 2018 Community Planning Assistance for Wildfire project), broad stakeholder consensus, and improved vulnerability analyses that will influence new mitigation actions. The current plan was completed in 2005 and has never updated; recommended revisions are overdue.

Mitigation actions and subsequent mitigation activities will be determined through the planning process. This proposal does not include any structural mitigation.

EXHIBIT B

Federal Department of Homeland Security Standard Terms and Certifications

Subrecipient and any of its successors, transferees and assignees agrees to comply with all applicable provisions governing DHS access to record, accounts, documents, information, facilities, and staff members. In addition, recipients shall comply with the following provisions:

DEPARTMENT OF HOMELAND SECURITY (DHS) STANDARD TERMS AND CONDITIONS 2019

The 2019 DHS Standard Terms and Conditions apply to all new Federal financial assistance awards funded in FY 2019. These terms and conditions of DHS financial assistance flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies

the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. *Age Discrimination Act of 1975*

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No.94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. *Americans with Disabilities Act of 1990*

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. *Civil Rights Act of 1964 – Title VI*

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. *Civil Rights Act of 1968*

Recipients must comply with Title VII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. §3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. *Hotel and Motel Fire Safety Act of 1990*

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. § 2225.)

XIX. Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXI. *National Environmental Policy Act*

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under Pub. L. No. 110-417, § 872, as amended 41 U.S.C. § 2313. As required by Pub. L. No. 111-212, § 3010, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five year period; and
- c. One or more of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

4. Reporting Frequency

During any period of time when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For the purpose of this award term and condition:

a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—

- 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
- 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first-tier subawards.

a. *Applicability*. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in Section 1512(a)(2) of the *American Recovery and Reinvestment Act of 2009*, Pub. L. 111-5) for a subaward to an entity (See definitions in paragraph 5 of this award term).

b. *Where and when to report*.

- 1) Recipients must report each obligating action described in paragraph 1 of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS.)
- 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.)

c. *What to report*. The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov>.

2. Reporting Total Compensation of Recipient Executives.

a. *Applicability and what to report.* Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—

- 1) The total federal funding authorized to date under this award is \$25,000 or more;
- 2) In the preceding fiscal year, recipient's received—
 - a) 80 percent or more of recipients annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
- 3) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

b. *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:

- 1) As part of the recipient's registration profile at <https://www.sam.gov>.
- 2) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- 2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:

- 1) To the recipient.

- 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient.

5. Definitions For purposes of this award term:

a. *Entity*: means all of the following, as defined in 2 C.F.R. Part 25:

- 1) A Governmental organization, which is a State, local government, or Indian tribe;
- 2) A foreign public entity;
- 3) A domestic or foreign nonprofit organization;
- 4) A domestic or foreign for-profit organization;
- 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.

b. *Executive*: means officers, managing partners, or any other employees in management positions.

c. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

- 1) The term does not include recipients procurement of property and services needed to carry out the project or program.
- 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.

d. *Subrecipient*: means an entity that:

- 1) Receives a subaward from the recipient under this award; and
- 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

e. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (See 17 C.F.R. § 229.402(c)(2)):

- 1) *Salary and bonus*.
- 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- 3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- 4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- 5) *Above-market earnings on deferred compensation which is not tax-qualified.*
- 6) *Other compensation,* if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXI. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

1. Provisions applicable to a recipient that is a private entity.

a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—

- 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;
- 2) Procure a commercial sex act during the period of time that the award is in effect; or
- 3) Use forced labor in the performance of the award or subawards under the award.

b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity—

- 1) Is determined to have violated a prohibition in paragraph 1. a of this award term; or
- 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1. a of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

2. Provision applicable to recipients other than a private entity.

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

a. Is determined to have violated an applicable prohibition in paragraph 1. a. of this award term; or

b. has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1. a of this award term through conduct that is either—

- 1) Associated with performance under this award; or
- 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

3. Provisions applicable to any recipient.

a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1. a of this award term.

b. It is DHS’s right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:

- 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
- 2) Is in addition to all other remedies for noncompliance that are available to us under this award.

c. Recipients must include the requirements of paragraph 1. a of this award term in any subaward made to a private entity.

4. Definitions. For the purposes of this award term:

a. *Employee*: means either:

- 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
- 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:

- 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. §175.25(b).
- 2) A for-profit organization.

d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in TVPA, Section 103, as amended (22 U.S.C. § 7102)

XXXIII. Universal Identifier and System of Award Management

1. Requirement for System for Award Management

Unless the recipient is exempted from this requirement under 2 C.F.R. 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient’s information or another award term.

2. Requirement for unique entity identifier

If recipients are authorized to make subawards under this award, they: a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient. b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient.

3. Definitions

For purposes of this award term:

a. *System for Award Management (SAM)*: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on SAM.gov.

b. *Unique entity identifier*: means the identifier required for SAM registration to uniquely identify business entities.

c. *Entity*: means all of the following, as defined at 2 C.F.R. Part 25, Subpart C:

- 1) A Governmental organization, which is a State, local government, or Indian Tribe;
- 2) A foreign public entity;
- 3) A domestic or foreign nonprofit organization;
- 4) A domestic or foreign for-profit organization; and
- 5) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.

- 1) The term does not include the recipients procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R.200.330).
- 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.

e. *Subrecipient* means an entity that:

- 1) Receives a subaward from the recipient under this award; and
- 2) Is accountable to the recipient for the use of the Federal funds provided by the subaward.

XXXIV. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXV. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVI. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require its first tier contractor(s) (Contractor) that are not units of Subrecipient as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Subrecipient 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 OEM. Subrecipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient 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 Subrecipient permit a contractor to work under a Subcontract when the Subrecipient 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 Subrecipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to OEM. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

ADDITIONAL INSURED:

All liability insurance, except for Workers’ Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor’s activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against OEM or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not OEM has received a waiver of subrogation endorsement from the Contractor or the Contractor’s insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, 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 this Subcontract, for a minimum of 24 months following the later of (i) Contractor’s completion and Subrecipient’s acceptance of all Services required under this Subcontract, or, (ii) Subrecipient’s or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Subrecipient shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any goods and performing any services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance OEM has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days’ written notice to Subrecipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by OEM under this agreement and to provide updated requirements as mutually agreed upon by Contractor and OEM.

STATE ACCEPTANCE:

All insurance providers are subject to OEM acceptance. If requested by OEM, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

EXHIBIT D
Information required by 2 CFR 200.331(a)

1. Federal Award Identification: FM-5195-21-P-OR
 - (i) Sub-recipient name (which must match registered name in DUNS): Wasco County
 - (ii) Sub-recipient's DUNS number: 084415959
 - (iii) Federal Award Identification Number (FAIN): FM-5195-21-P-OR
 - (iv) Federal Award Date: June 2, 2020
 - (v) Sub-award Period of Performance: June 2, 2020 through January 29, 2023
 - (vi) Total Amount of Federal Funds Obligated by this Agreement: \$39,013.50
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement: **\$x + \$39,013.50**
 - (viii) Total Amount of Federal Award Committed to the subrecipient by the pass-through entity: **\$x**
 - (ix) Federal award project description: Wasco County Wildfire Protection Plan (CWPP)
 - (x) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (a) Name of Pass-through entity: Oregon Military Department, Office of Emergency Management
 - (b) Contact information for awarding official of the pass-through entity: Andrew Phelps, Director, P.O. Box 14370, Salem, OR 97309-5062
 - (xi) CFDA Number and Name: 97.046 Fire Management Assistance Grant (FMAG)
Total Project Amount: \$52,018.00
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: 0%
2. Subrecipient's indirect cost rate: 12%



MOTION

SUBJECT: FEMA Grant Agreement

I move to approve the Fire Management Assistance Grant Agreement #FM-5195-21-P-OR to revise Wasco County's Community Wildfire Protection Plan.



AGENDA ITEM

GIS Fee Waiver Request

[OREGON STATE UNIVERSITY FEE WAIVER REQUEST](#)

[STAFF REPORT](#)



Oregon State University

School of Chemical, Biological, and Environmental Engineering

Oregon State University
116 Johnson Hall
Corvallis, Oregon 97331

Date: July 1, 2020

To: Wasco County Commissioners

CC: Wasco County Assessor

RE: GIS Fee Waiver

P 541-737-4791

F 541-737-4600

cbee.oregonstate.edu

Esteemed Commissioners of Wasco County,

My name is Dr. Christine Kelly. I have been a professor of Chemical Engineering at Oregon State University for more than 15 years. This summer I was fortunate enough to receive funding for several students through the [Data Science for the Public Good](#) program administered by Oregon State University. The goal of this program is providing data-driven solutions for rural communities to increase economic mobility, improve quality of life, and build on local assets.

My background, and the topic for which I was granted funding, is in wastewater treatment. We have been gathering GIS tax lot data (as well as data concerning septic system location) from all counties in the Oregon.

Our intent with this data is to create:

1. A layman-friendly tool targeted toward small communities on the verge of making wastewater collection and treatment investments which will help lower uncertainty through cost modeling
2. A unique data set defining the wastewater treatment technology (septic, small scale treatment, and community treatment) for all buildings in Oregon to be used in water quality research
3. Publications characterizing the treatment of wastewater across rural Oregon as well as policy analysis attempting to optimize construction timing for collection and treatment systems in small communities

We have received funding to cover student wages only. From Wasco County we are seeking 1) a tax lot shapefile, 2) a copy of the county assessor's database, and 3) the address points of the various locations within Wasco County. The total cost of this material is \$1850.00 as documented on the Wasco County website.

A major barrier to data work in rural settings is the lack of available funding. Because of this, we rely on the cooperation of counties in providing data. We understand that providing this data is a burden to the counties of Oregon. In speaking with other counties in Oregon, we have been as flexible as possible in our requests for data, seeking only pre-prepared files. Further we do not even need a perfectly up to date file; any file from within the last 12 months will suffice for our purposes.

To date we have received data from 18 counties in Oregon free of charge. We shortly expect to receive data from 13 additional counties free of charge. Willamette, Tillamook, Clatsop, Jefferson, and Wasco counties are the final counties which have financial barriers for data collection which we cannot meet.

I humbly request that the County Commissioners of Wasco County allow us a one-time fee waiver to collect this data from the Wasco County GIS department. This data will not go unused or unappreciated and we fully intend to circle back with staff at Wasco County with the outcomes and products of this research.

Thank you for your time, attention, and consideration,

Christine Kelly, PhD, Professor of Bioengineering
Christine.Kelly@Oregonstate.edu, 541-737-6755
116 Johnson Hall
105 SW 26th St.
Corvallis, Oregon 97331



Commissioners-

This is in response to the fee waiver request from OSU received July 1st, 2020. The request is included your packet. I also forwarded a copy to our GIS partners for their comments and feedback to the Board. They had several questions for OSU. Below are the original questions, OSU's reply, and final recommendations.

QUESTIONS FROM OUR PARTNERS

- It did not offer to share the results of their study. Will it be?
- Could or would it be useful to Wasco County?
- Is this merely a question of convenience? Meaning, could they just use the data you already have available online? And perhaps enter it manually?
- It appears that other counties are not willing or feel obliged to offer the data at no cost. Your comment?

OSU'S REPLY

The results of research performed utilizing this data will be available publicly and will be sent to all counties covered by the research.

We intend to create a publicly available tool (through Excel or an online service) to assist with cost information for wastewater treatment plants in settings where septic systems currently exist. Communities within Wasco County who are interested in costs relating to wastewater treatment plants will find use from this research. Down the line we hope to look at the environmental impact of septic system density, which would be useful for environmental planning and regulation in Wasco County (however this is a longer term goal).

My apologies if this was not clear. We have received data free of charge from 32 of Oregon's 36 counties. The only counties who have fees associated with this data which have not yet been waived are Willowa, Clatsop, Jefferson, and Wasco (we are working with each of these countries to pursue a fee waiver but it is a slow process). Since writing my letter, we have testified for the board of supervisors of Tillamook County and they have approved our request for a \$1,500 fee waiver.

Thanks so much for your time,

-Christine Kelly

PARTNER'S COMMENTS

The City is agreeable to waiving the fees, provided the data is publicly available.

-Steve Harris City of The Dalles Planning Director

If this is going to be a onetime deal, adds no extra burden to Wasco County GIS department and the Commissioners feel this will benefit the county.

-Jacob Kellogg, NWCPUD

As long as they share \$1850 worth of data and your time, I would be okay with waiving the cost of the information in the name of higher education.

-Bob Palmer, MCFR Fire Chief

If there is consideration for the waiver, it may be prudent to have them sign an agreement that the use of the data is for internal/study purposes only. The data may not be shared or transmitted, any violation would have an \$ 1850 Fine

How you would police that, I have no idea. But that is not be the goal. Having to sign an agreement would place some accountability on them and possibly respect for the waiver and the costs and effort to acquire the data provided, and set the stage for further requests. It would probably require an IGA of a different kind.

But not undoable?

Other than that, \$1850
Ross Turney, Sherman County Assessor

STAFF RESPONSE

With regards to Ross's comments, mine are that 1) we have no licensing agreement with those who purchase our data and 2) as Ross mentioned, no capacity to enforce/follow up on any contract breaches. If the Board would like, I can work with County counsel to create an agreement. Please note that this would *not* include Sherman County data as we only provide services to them, we don't "own" their GIS layers.

Thank you for your time.

Tycho Granville, GISP
GIS Coordinator



AGENDA ITEM

VOCA Grant Funds MOU

[STAFF MEMO](#)

[MOU WITH HAVEN FROM DOMESTIC VIOLENCE](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Victims of Crime Act Grant Funds

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JUDY URNESS

DATE: JULY 27, 2020

BACKGROUND INFORMATION:

This grant is for use for victim services to help victims with legal or counseling expenses. We have \$4,990 in legal services remaining and \$5,130 for mental health counseling expenses remaining. This grant expires September 30, 2020. I've obtained permission from the grant monitor to transfer these funds to HAVEN for them to use before the deadline.

We did a similar MOU with HAVEN in February 2018 for them to use the mental health funds as we were not able to use them. This keeps the funds local.

Contract Between
Wasco County District Attorney's Office Victim Assistant Program (WCVAP)
And HAVEN From Domestic and Sexual Violence (HAVEN)
July 1, 2020-September 30, 2020

Funding/Project Title: VOCA-SST Mental Health Services

Lead Agency: HAVEN from Domestic and Sexual Violence (HAVEN)

Contract amount: \$\$4990 for Legal Services and \$5130 for Mental Health.

Goals of Mental Health VOCA-SST Funding:

- 1) To improve access to a broad range of counseling and wellness program activities for survivors of domestic/dating/sexual violence, trafficking and stalking (survivors) such as:
 - a. Trauma sensitive cognitive behavioral therapy for survivors of all ages (through the life span);
 - b. Support groups for survivors;
- 2) To build capacity and competency for providing counseling and wellness program activities for survivors requesting and/or identifying this service.
- 3) The WCVAP and HAVEN will cooperate fully in any data collection and site evaluation measures as determined by the project.

Strategies:

- 1) To provide trauma sensitive mental health/counseling and wellness activities provided by the on-site counseling at HAVEN;
- 2) To provide a trauma informed referral system that provides the self-determination of each survivor to identify counseling and/or wellness program activities as part of their healing process;
- 3) To provide capacity building efforts designed to sustain the project beyond the grant funding;
- 4) To provide narrative feedback on project activities, data and evaluation processes conducted by HAVEN in a timely manner.

Considerations:

Priority population to be served:

The population that is eligible to receive services:

- 1) Per VOCA-SST guidelines, signatures of all listed parties in agreement with this MOU, \$10,120 the Wasco County District Attorney's Victims Assistants Mental Health funds will be transferred to HAVEN from Domestic and Sexual Violence. Project activities will be carried out in Roles and Responsibilities listed below.

Roles and Responsibilities:

HAVEN From Domestic and Sexual Violence (HAVEN) will provide:

- 1) Supervise a counselor level individual (MSW, MA, LPC or LCSW) who will:
 - a. Be licensed with the State of Oregon;
 - b. Keep their own clinical records;

- c. Follow Oregon State mandatory reporting laws and will be requested to follow the confidentiality guidelines set forth by HAVEN's handbook and VAWA compliances;
 - d. Provide office space for counselor(s) to provide;
 - Trauma sensitive cognitive behavioral therapy for clients of all ages (through the life span);
 - Support groups for survivors of domestic and sexual violence, dating violence trafficking, teen interpersonal violence and stalking;
- 2) Supervise an LCSW to provide oversight and required supervision to non-LCSW counselors. This 'Provider' will:
- The Provider will be licensed with the State of Oregon.
 - The Provider will keep their own clinical records.
 - The Provider will follow Oregon State mandatory reporting laws and will be requested to following the confidentiality guidelines set forth by HAVEN's handbook and VAWA compliances.
 - HAVEN is interested in the results obtained by the Provider. The Provider shall be responsible for providing all tools and materials required for performance of services.
 - The Provider agrees to have and keep Professional Liability Insurance in force at all times for the duration of the contract with HAVEN.
 - Billing will be submitted the end of each month, no later than the 10th day, along with reporting requirements.
- 3) Work with the Victim Assistant Director to develop protocols allowing for a cohesive referral system;
- 4) Understands that changes and challenges will arise during the course of the project and is fully committed to addressing these issues in a timely manner through open dialog internally and/or with project partners using a solution-oriented approach.

Wasco County District Attorney's Office Victims Assistant Program will provide:

- 1) Will provide a designee, Judy Urness, Victim Services Director as initial point of contact for contract;
- 2) Will be in agreement with the Goals, Strategies and Considerations of this Contract and VOCA-SST Project;
- 3) Work with the HAVEN Advocates and/or counselor to develop protocols allowing for a cohesive referral system;
- 4) Understands that changes and challenges will arise during the course of the project and is fully committed to addressing these issues in a timely manner through open dialog internally and/or with project partners using a solution-oriented approach.
- 5) Is committed to maintaining confidentiality, and will participate in the development of clear written agreements outlining the steps all project partners will take to ensure confidentiality for victims and survivors, to include the following principles:
 - Confidentiality "walls" are needed to ensure that each partner will receive only the information that the participant has authorized the partner to release.
 - Partners will not discuss confidential information in public areas of either workplace or building.

- Partners' adherence to their own agency's information-sharing and confidentiality procedures are expected and must be respected. Each partner will provide information about those policies to partners.
- Partners will assist participants in making informed decisions about what to share with partners by providing clear information about partner's policies and practices, their rights under such policies, and the implications of sharing that information.
- The obligation to maintain confidentiality does not end when services are concluded.
- Partners will maintain their own confidential files.
- Project data will be reported and share in aggregate form only.

Responsibility for developing and implementing program activities include the following:

During the grant period these members will meet monthly to review project procedures and protocols, evaluate the progress of the project. These meetings will be convened by the applicant agency.

Demonstrated Commitment:

By signing this Contract, the HAVEN from Domestic and Sexual Violence and Wasco County District Attorney's Office Victims Assistant Program demonstrates their commitment to collaborate to achieve the stated goals as outlined in this letter.

We the undersigned, agree to the consideration listed in this letter of commitment for the HAVEN VOCA-SST Mental Health portion. We have reviewed the grant request and are in agreement.

X

Tara Koch Date
HAVEN, Executive Director

X

Judy Urness Date
Director Victims Advocate Program

APPROVED AS TO FORM:

X

Scott C. Hege
Commission Chair

X

Kristen Campbell
County Counsel



MOTION

SUBJECT: VOCA Grant Funds MOU

I move to approve the Memorandum of Understanding between HAVEN and Wasco County to improve access to a broad range of counseling and wellness program activities for HAVEN clients.