



AGENDA: REGULAR SESSION

WEDNESDAY, SEPTEMBER 1, 2021

WASCO COUNTY BOARD OF COMMISSIONERS

<https://wascocounty-org.zoom.us/j/3957734524> OR Dial [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

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

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

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

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

9:00 a.m.	CALL TO ORDER Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. Corrections or Additions to the Agenda <u>Discussion Items:</u> NCPHD COVID-19 Update ; Youth Think ; Juneteenth Resolution ; EDC Appointment (Items of general Commission discussion, not otherwise listed on the Agenda) <u>Consent Agenda:</u> Justice Reinvestment Application/Plan ; 8.4.2021 Regular Session Minutes (Items of a routine nature: minutes, documents, items previously discussed.)
10:00 a.m.	Planning: Grant Agreement/Letter of Support – Kelly Howsley-Glover
10:15 a.m.	Public Works: Road Rally/ODOT Agreement – Arthur Smith
10:30 a.m.	Munis Conversion Update – Kayla Nelson
10:40 a.m.	Houseless Shelter Update – Kenny LaPoint
11:00 a.m.	APHIS Landfill Update – Shane Koyle
11:30 a.m.	UPRR Settlement – Kristen Campbell
11:40 a.m.	Building Codes Services Agreement – Tyler Stone
11:50 a.m.	Executive Session Pursuant to ORS 192.660(2)(h) Conferring with Legal Counsel
	COMMISSION CALL
	NEW/OLD BUSINESS
	ADJOURN

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



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
SEPTEMBER 1, 2021**

This meeting was held on Zoom

<https://wascocounty-org.zoom.us/j/3957734524>

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

PRESENT: 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.

In Memoriam

Chair Hege announced the recent passing of John Carter who was not only an orchardist who worked diligently to advance the cherry industry but was also active in the community, serving on the Wasco County Budget Committee for many years.

Chief Deputy Clerk Recognition

Chair Hege announced that Chief Deputy Clerk Chrissy Zaugg has been recognized by the National Association of Secretary of States for the work she did with the Girl Scouts to produce a video entitled "Path of the Ballot." Ms. Zaugg was one of only five across the nation to receive the NASS Medallion Award.

Public Health Workers Recognition

Chair Hege, along with Vice-Chair Schwartz and Commissioner Kramer, expressed gratitude for the extraordinary efforts of the staff of North Central Public Health over the long, 18-month course of the COVID-19 pandemic. With the recent significant rise in cases, they acknowledged that the work is far from over; they conveyed their appreciation for all the long hours and sacrifices being made by NCPHD staff towards the health and safety of the community. Staff will be presented with certificates of appreciation from the Board of Commissioners.

Discussion List – NCPHD COVID Update

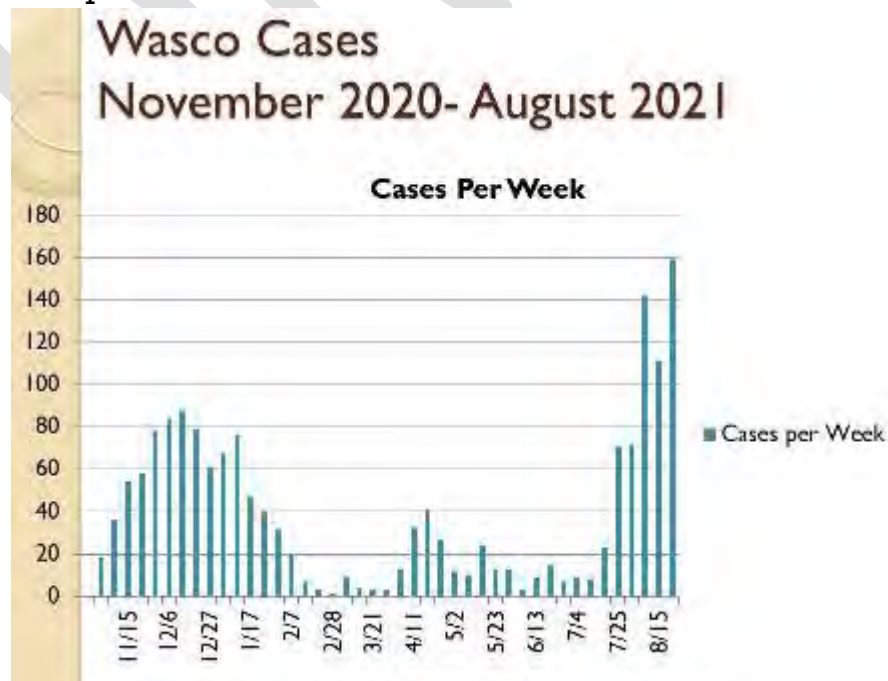
Public Health Medical Officer Dr. Mimi McDonell reviewed the cases and death data since the beginning of the pandemic. She thanked the Board for their recognition and stated that they, in turn, are grateful for the support and help provided by the County.

County Level Data

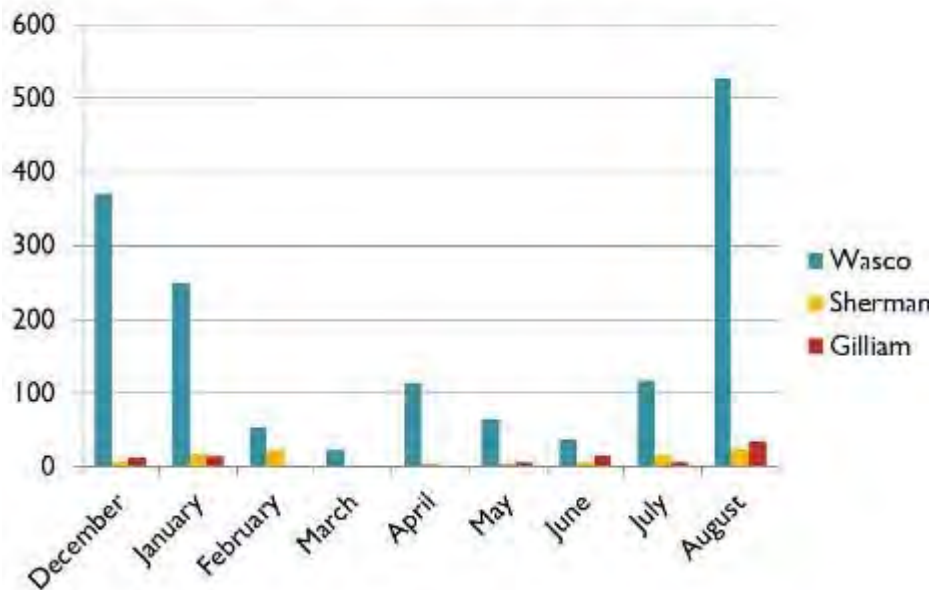
Total Cases and Deaths to date:

• Wasco	
• Total	2094
• Deaths	37
• Sherman	
• Total	106
• Deaths	2
• Gilliam	
• Total	124
• Deaths	3

Dr. McDonell noted that the graphs below demonstrate a significant rise in cases per week in Wasco County; numbers are by far the highest they have been since the onset of the pandemic.



COVID-19 Cases 2021



Dr. McDonnell explained that the percent positivity rate has also risen significantly in all three counties. Rates above 5% indicate that there are likely cases in the community that we are not identifying.

1 week metrics- August 22-28

August 1	Count	Cases per 100,000	% positivity
Wasco	160	586	9.4%
Sherman	9	501	9.7%
Gilliam	8	402	16.7%

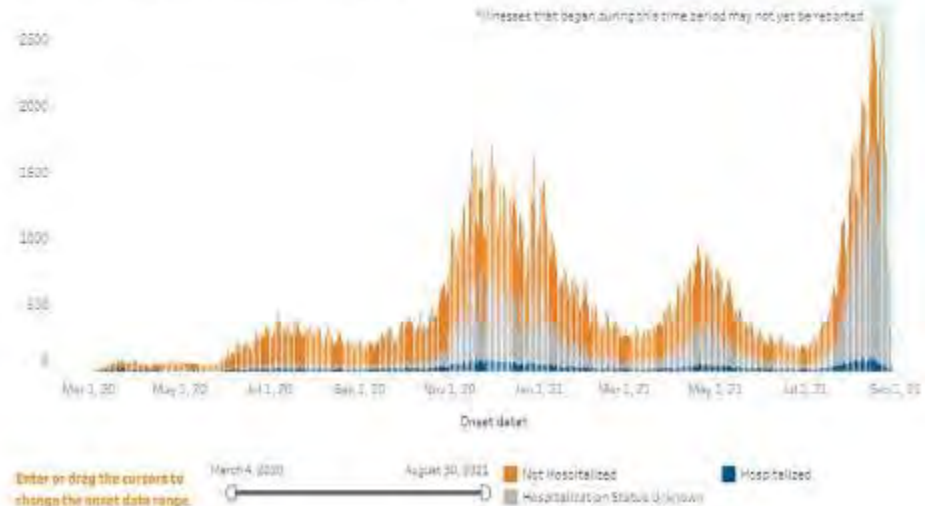
Dr. McDonnell noted that the graph below illustrates the trend in Oregon which is similar to what we are seeing locally.

Oregon Cases 276,287

Oregon's Epi Curve: COVID-19 cases

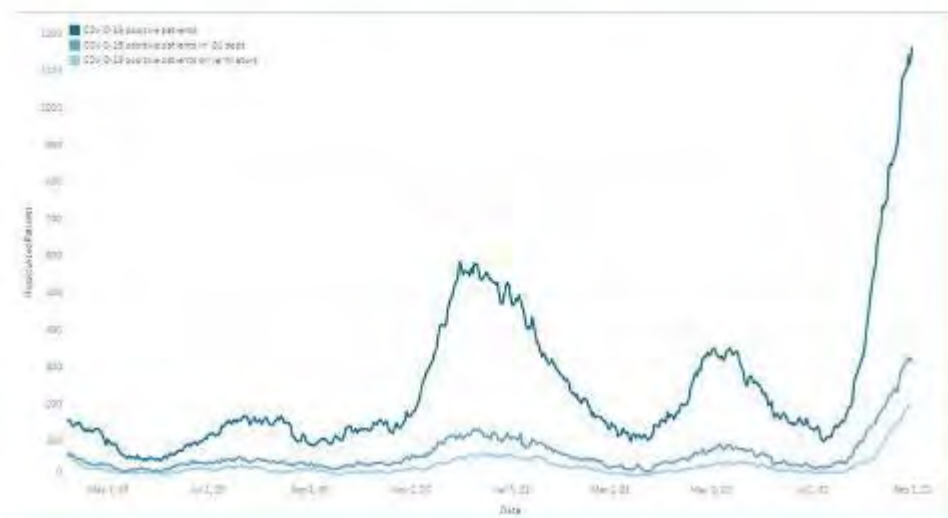
This chart shows the number of Oregonians who have been identified as COVID-19 cases and whether they were ever hospitalized for their illness.

Total Cases	Hospitalized	Not Hospitalized	Hospitalization Status Unknown
276,287	15,088	167,450	93,749



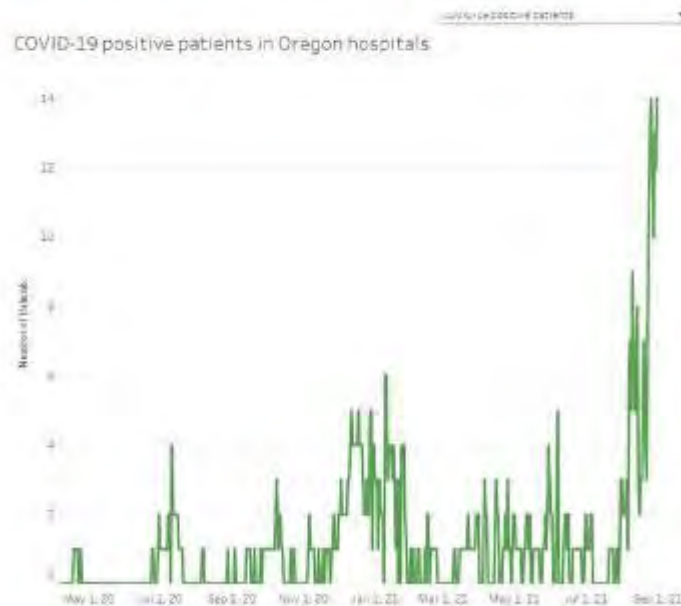
Dr. McDonnell stated that the graph below is what is most worrisome as it indicates the number of people in Oregon hospitalized with COVID-19. The middle line shows those in ICU and the lowest line show those who are on ventilators.

Oregon Hospitalized Cases



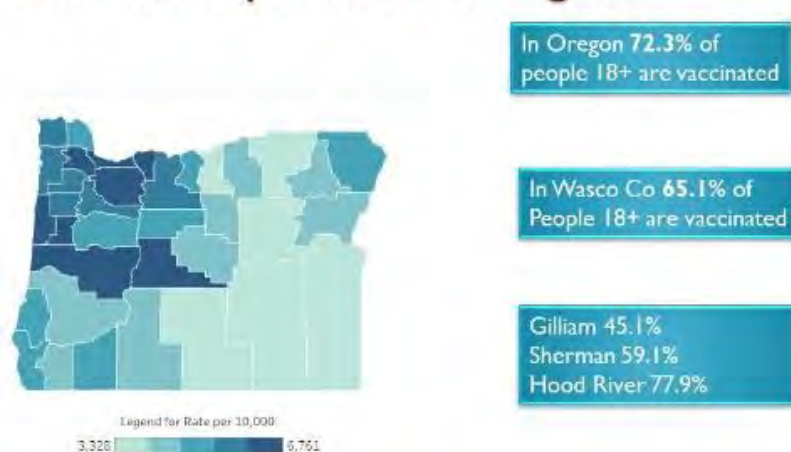
Dr. McDonnell explained that the data below is from Providence Hospital Hood River and Mid-Columbia Medical Center serving the counties in Region 6. The previous high for number of patients hospitalized with COVID-19 in our region was 6 in December of 2020. The current number of COVID-19 patients hospitalized is 14. In addition to limiting available beds, COVID-19 patients take more time and care to provide for which places a strain on already stretched hospital staff. These circumstances have a negative impact on care for other emergent or urgent patient responses.

Region 6 Hospitalized Cases



Dr. McDonnell reviewed the vaccination percentages for our region as compared to the State vaccination rate. She explained that it is important to understand that people who are unvaccinated are 29 times more likely to be hospitalized with COVID than those who are vaccinated. It is so important to get vaccinated.

Vaccine Update in Oregon



Dr. McDonell stated there are a number of places and reasons why cases are on the rise.

Where/why are cases arising?

- Long Term Care Facilities and other congregate settings
- Workplace outbreaks
- Social gatherings
- Spontaneous cases
- Delta variant incredibly contagious
- Vaccinated individuals can transmit, although MUCH LESS than unvaccinated

Dr. McDonell shared some information about current pandemic hot topics:

- Vaccines for those between 5 and 12 should be available late fall or early winter.
- A Pfizer third-dose vaccine is currently available to those who are immunocompromised. That third dose can be obtained through their primary care provider, pharmacist or Health Department.
- Guidance for a third-dose booster is currently being reviewed by the Advisory Committee on Immunization Practices. These should be administered 8 months following the final of the initial vaccine series of 1 or two doses.
- Pfizer has received full FDA approval.
- The Governor has mandated masks indoors at public places and outdoors at venues where people are congregated in close proximity.
- COVID-19 vaccinations are mandated by October 15th in Oregon for health care workers and K-12 school staff. There are medical exemptions and some religious exemptions.
- Monoclonal antibody therapy has been available for several months. It is a way to prevent the progression of COVID-19 in high-risk patients. It is for those who are at high risk for hospitalization and have had the onset of COVID in the past 10 days with mild to moderate symptoms. It was previously administered intravenously but is now available as an injection. We hope to make it more accessible to people in our region; it is much

easier to get a vaccine to prevent hospitalization.

- Ivermectin should not be used by humans as it is absolutely not safe. It is used to treat parasites in livestock and pets and there is no evidence that it is effective against COVID-19.

Rodger Nichols asked how many staffed beds there are in Region 6. Dr. McDonell replied that she does not have a number but we are in the same space as the rest of the state; it is not just beds, it is the availability of staffing. Caring for COVID patients is more time consuming and we are nearing a breaking point. It is a tremendous strain on the system, the staff and families.

Jill Amery asked if there is any change in guidance regarding how long you must be fever free before returning to work. Dr. McDonell replied if you have not been hospitalized, you should be home for 10 days and be fever free for 24 hours prior to returning to work.

Commissioner Kramer said that he heard on Coffee Break that Klickitat County is at 38-39% vaccinated. He asked what the impact of that is on our county. Dr. McDonell responded that people hospitalized in Region 6 include citizens from Klickitat County. At both hospitals, they care for patients from Klickitat and Skamania County. She said that they do engage in regional calls to talk about the availability of care.

Vice-Chair Schwartz commented that the Ivermectin mentioned by Dr. McDonell is talked about on social media and in the news. She went on to say that she has a neighbor who took it and is promoting it to friends and family. It is here in our county.

Vice-Chair Schwartz asked how a patient would get monoclonal therapy. Dr. McDonell stated that it is a therapy being promoted by Oregon Health Authority; the medical community is trying to make it more available in our region but it is not widely available now. It is a heavy lift for clinics that are already overwhelmed. We are working with OHA for alternatives. They are offering mobile testing now; we are hoping they can help with this as well.

Vice-Chair Schwartz asked for a definition of immunocompromised in order to receive the third dose of vaccine. Dr. McDonell answered that there are specific criteria – those receiving immunosuppressant therapy, taking certain medications or having certain medical conditions. People should talk to their primary care physician to find out if they qualify.

Vice-Chair Schwartz asked if the trials for children under the age of 12 are really just for those from 5-12 years of age. Dr. McDonell replied that the 5-12 year olds is the first group for which data will be available but testing on children under five is ongoing.

Vice-Chair Schwartz observed that a vaccinated person can unknowingly shed the virus. Those of us who are vaccinated need to be cautious about exposing those who are not vaccinated, especially children. Dr. McDonell concurred. She said that the recommendation is that the person who is vaccinated and has been exposed, should be tested 3-5 days following exposure and to be cautious until they have the test results.

Vice-Chair Schwartz said that it is her understanding that you can get over-the-counter test kits. She asked if those are the same tests being used at NCPHD. Dr. McDonell responded that it depends on the store and what kits they are selling. She said that if you are tested by a pharmacist, those tests are considered legitimate. Otherwise, we look for an additional authorized test. The more tests available, the better. Vice-Chair Schwartz asked if someone gets a positive test at Walgreens or other pharmacy, should they call NCPHD for advice. Dr. McDonell replied that they should call their primary care physician or NCPHD.

Vice-Chair Schwartz pointed out that there is a lot of non-COVID illness going around that has symptoms similar to COVID. How necessary is it to get a PCR (polymerase chain reaction) test through a primary care physician. Dr. McDonell stated that if someone has been exposed and they have symptoms, they should follow-up even if a home test is negative, especially if they are not vaccinated. If you are vaccinated and a home test is negative, you are probably negative. A PCR test is more sensitive and specific than the over-the-counter antigens test.

Chair Hege said that his daughter contracted COVID in Florida. The testing to return to work has been challenging and expensive. Dr. McDonell stated that employers should not be requiring a negative test before allowing staff to return to work. The chance of being contagious after a mild case more than 10 days after onset is very low. Yet, you can have antigens for much longer. It is a challenge to have testing available; the health care community shifted staff to vaccinations and now there is increased demand for testing. For those who have been exposed or have symptoms, they can get a free test at NCPHD.

Chair Hege asked if there will be boosters for the Moderna and Johnson & Johnson vaccines. Dr. McDonell stated that there is nothing definitive as yet, but it is likely

to be similar to the Pfizer model. Chair Hege asked if people should get a booster of the same type as their original vaccine. Dr. McDonell replied affirmatively.

Chair Hege said that we are trying to encourage vaccinations. He asked what we might say today to people who are still on the fence about getting vaccinated. Dr. McDonell replied that people should get information about their health care from their health care professional . . . not the TV or social media. There are bad actors out there pushing salacious information just to increase their audience. People should take care of themselves and their loved ones, especially children who do not even have the opportunity to be vaccinated. The science proves that the vaccine does work.

Discussion List – Youth Think

CLASSROOM CHAMPIONS

Prevention Coordinator Debby Jones said that we contracted with Classroom Champions last year. She has met with both Chenoweth and Dufur schools and they are interested in the program. This is part of our federal grant.

Chair Hege commented that this looks like a great program. It brings athletes in to talk to kids in our schools. Ms. Jones added that it was slow to start due to COVID. It is all done virtually and they have been doing it for 10 years. All the athletes are thoroughly vetted.

{{{Commissioner Kramer moved to approve the Classroom Champions Service Agreement for Wasco County's Youth Think Program. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

PACIFIC SOURCE GRANT

Ms. Jones explained that she was approached by Chelsea Ruder for Wasco County to act as fiscal agent for a grant to benefit Columbia Gorge Postpartum Support (CGPS) which has applied for the funding but has not yet been granted non-profit status. She reviewed the memo included in the Board Packet.

Ms. Ruder added that they are looking for a fiscal pass-through. Wasco County would not be responsible for grant requirements. CGPS would be able to promote some of the Youth Think programs such as Toddlers to Teens.

Mr. Stone said that his concern is that Wasco County would be the grant recipient

to an agency that does not yet have non-profit status. We would be responsible for making sure that the work is done. He said he does not want to see the services not be provided but on the other hand, it is not one of our core services.

Chair Hege asked if Ms. Jones is working with County Counsel on the details. Ms. Jones said that at this point, it is an application. No grant has been awarded.

Youth Services Director Molly Rogers explained that CGPS is working toward nonprofit. They are insured and currently operating as a for-profit organization. If this is approved today, she will direct Ms. Jones to work with County Counsel to protect the County. It is a local granting agency and she believes they will be open to the circumstances. Ms. Jones added that CGPS applied for non-profit status in February but COVID has delayed the process. She said that she appreciates that Mr. Stone is cautioning a deliberate path forward. Youth Think is very interested in these partnerships to work with families as they form.

Commissioner Kramer noted that the application deadline is coming up soon. He asked when the grant will be awarded. Ms. Ruder replied that they will not be done reviewing the grants for 4-6 weeks with funds following a month later. She hopes they will have non-profit status by that time.

*****The Board was in consensus for Youth Think to move forward with a grant application on behalf of Columbia Gorge Postpartum Support.*****

Chair Hege opened the floor to public comment. There was none.

Agenda Item - Planning

DLCD GRANT AGREEMENT

Interim Planning Director Dr. Kelly Howsley-Glover explained that this is an agreement for an additional \$10,000 of funding for implementing the National Scenic Area LUDO. It does not cover the entire cost of the work but it does cover about half the cost.

{{Vice-Chair Schwartz moved to approve the Department of Land Conservation and Development 2021-2023 Gorge Grant Agreement. Commissioner Kramer seconded the motion which passed unanimously.}}

Commissioner Kramer commented that he appreciates the extra funding from DLCD and hopes that they continue in that direction for further support. Chair Hege echoed Commissioner Kramer's comments and added that he would also

like to thank the Gorge Commission for their support in attaining that additional funding.

LETTER OF SUPPORT

Dr. Howsley-Glover stated that the second item is a letter of support for a DLCD grant application for funding to provide resources to smaller neighbor counties they update their Comprehensive Plans. This will be Wasco County staff compiling templates and a guide for counties to follow.

*****The Board was in consensus to provide a letter of support for a DLCD technical grant.*****

Agenda Item – Public Works

Chair Hege complimented the road crew for the great work they recently did on fog lines, saying that those lines are critical to safety when driving in the fog.

ROAD RALLY

Public Works Director Arthur Smith stated that he has received a request from the Oregon Trail Rally group to hold the 2021 rally in Wasco County. The last time the rally was held here was in 2019. They do not race but rather have a series of timed events through stages. This year they are asking to add a 4th stage to the 3 they have used for years. The 3 roads used in years past are very rural and their use is supported by the locals. In the past, we have sent letters out to solicit concerns from the locals. If they have a 4th stage that they have never used before, the Board is quite likely to hear complaints. He said he is not a fan of these events as they do not do anything for the County roads; the organizers have to hire a contractor to return the roads to the condition in which they were found. For the established 3 stages, they have the support of the City of Dufur and landowners allow spectators on their land. He said that he is not opposed but wants the Board to be aware.

Commissioner Kramer agreed with Mr. Smith regarding the negative impact to our roads. These roads are used by our constituents; as long as the organizers return the roads to their previous condition or better, it is acceptable. The 4th stage is a problem as it may not have the support of the locals. He said that if the Oregon Trail Rally can commit and guarantee that they will contact all the stakeholders for agreement, he can support the 4th stage.

Vice-Chair Schwartz said that she appreciates Commissioner Kramer's comments

and supports that position.

Chair Hege stated that this is a big sporting event and the agreement is that they can use the roads but must leave them in at least the same shape as they found them. Mr. Smith confirmed. He said that he will contact the organization and let them know they have permission to talk to the landowners but if there is not 100% agreement, stage 4 will not be allowed. He added that they have to leave a \$10,000 deposit. He stated that it takes some of his time to inspect the roads afterwards but it has been successful in the past.

*****The Board was in consensus to allow the permit application to move forward with the understanding that Oregon Trail Rally must secure 100% agreement from the local landowners in order for Stage 4 to be allowed.*****

ODOT AGREEMENT

Mr. Smith stated that the City of Maupin applied for a Federal Lands Access Program Grant to create a pedestrian/bicycle project. The County is included in the agreement because part of the project would be on Bakeoven Road which is a County road. He said this is a multiuse path and he has made it clear that he is not an advocate of curbs and sidewalks as they disrupt snow removal. He said that they understand that but we will need to accept the improvements as part of our system for future repairs. Mr. Smith stated that he has no issue with that and supports this project which will be no cost to the County.

Commissioner Kramer asked if the entire project falls within the Maupin City limits. Mr. Smith replied affirmatively. Commissioner Kramer pointed out that under County obligations it states that we accept maintenance responsibility. He said that we should work with the City of Maupin to have them accept those costs. He said that he supports the project but the County and City should have a conversation about the maintenance. Mr. Smith responded that he agrees but that would be a separate agreement between the City and County and not part of this agreement. He said that it is possible that we could transfer that portion of Bakeoven to the City or enter into an agreement for them to maintain that portion.

Mr. Stone agreed saying that approval should be contingent on a secondary agreement; he does not want the County responsible for the extra work.

Vice-Chair Schwartz asked that if this is a County road, another entity is not responsible for it unless there is a separate agreement. Mr. Smith confirmed,

saying that it is a dedicated County road. A portion of that road goes through the City but it is still our road. The statute is such that the City would have to agree. He said that we had County roads in the City of The Dalles for 50 years until we were able to transfer them.

Vice-Chair Schwartz asked if it is a trail or bike path alongside the road. Mr. Smith responded that we don't have stamped plans as yet so the scope is open-ended. They have talked about it being a multi-use trail that will not include curb and sidewalk. A lot is yet to be scoped and engineered.

{{{Commissioner Kramer moved to approve the IGA between Wasco County, City of Maupin and ODOT for Maupin to BLM Access Improvements contingent on a secondary agreement with the City of Maupin for maintenance. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Chair Hege asked if the County fueling system is back up. Mr. Smith replied that it is not yet fully functional but there has been progress.

Agenda Item – Munis Conversion

Finance Manager Kayla Nelson reviewed the memo included in the Board Packet. She said that over a year ago we entered into an agreement to upgrade our financial software which went live on July 1, 2021 and impacts anything related to our day to day financials. The Finance Department has worked with all other departments to provide training both in group settings and one on one. She stated that since July 1st, they have been working on an update to the payroll software which is set to go live on January 1, 2022. Payroll Clerk Brenda Garcia-Lua has been running parallel process in both systems.

Ms. Nelson went on to say that they are well under budget for the project as much less travel has been needed than originally anticipated. Much of the training has been done virtually. They will soon be pulling all the data from the old Eden system into Munis which will help make financial reporting much easier. Next month they will kick off implementation of HR recruiting and performance software. Those processes are managed via paper now and they are looking forward to virtual processes. Everyone has worked hard and done very well.

Chair Hege commented that it is very impressive that we started this with a budget of \$200,000 and are only at \$78,000 to date. People are figuring out how much of this work can be done remotely. Ms. Nelson added that we are one of the

first ones to do this remotely so Munis is also learning the advantages.

Agenda Item – Houseless Shelter

Vice-Chair Schwartz introduced Mid-Columbia Community Action Council (MCCAC) Executive Director Kenny LaPoint saying that he is here to talk to us about the work they are doing in Hood River, Wasco and Sherman Counties. She said Mr. LaPoint has been with MCCAC since November of 2020 and will be reviewing their mission, vision and values and illustrating the importance of MCCAC for the less fortunate in our community. All three counties have a commissioner representative on the Board along with other community representatives.

Mr. LaPoint said that he is a resident of Mosier, moving here in 2020; prior to that he was in Bend working for the State of Oregon in housing and wildfire recovery. Before that he lived in Portland and worked for the Housing Authority. He proceeded to review the presentation included in the Board Packet.

Mr. LaPoint explained that Community Action is a national organization; MCCAC serves 3 counties and participates in or leads a number of initiatives in the three counties including a firewood program and a houseless shelter. He noted that Wasco County receives the lion's share of services and they try to prevent homelessness whenever possible. MCCAC partners with the Housing Authority to administer programs for housing.

Mr. LaPoint stated that MCCAC took over The Dalles Shelter this year and plans to rename the community which is a series of tiny homes with electricity, air and heat. Each accommodates 2 people but there are some instances when it is necessary to place only one person in a unit. There are currently 30 units with a wait list of about 100. MCCAC partners with MCCFL to bring services to the site. The MCCAC offices are in an RV where partners can meet with clients. The program has been successful in getting guests transitioned to permanent housing.

MCCAC also provides weatherization services for low-income households with consistently high energy bills. That allows those families to divert the energy savings to health care, food, housing, etc. The program has increased in demand and has a waitlist of about 60.

They have received a grant for \$3.1 million; they had applied for \$1.8 million but were the #1 scoring applicant and were granted the additional funds which resulted in a year-round shelter and a number of other partner programs to

prevent homelessness.

He said that the goal of a navigation center would combine services and temporary shelter in one place; it would be great to have multiple agencies in one spot. They have \$1.5 million toward that goal but will need more. They are working with Sheriff Magill to see how the agencies might partner. MCCAC has gone from 9 staff to 25 and have outgrown their space.

Finally, Mr. LaPoint announced that they have purchased a shower/restroom trailer that is now ready for use. The City of The Dalles has put in sewer and water to be used for the navigation center.

Chair Hege commented that what has been described today is an incredible amount of work and he commended Mr. LaPoint for the progress he has made in this short span of time.

Vice-Chair Schwartz commented that it is great to see this program in action for our community. She asked Mr. LaPoint about MCCAC's connection to the City's Houseless Committee and if we truly know how many people we have that are houseless and how do we know that number.

Mr. LaPoint replied that the point-in-time count happens every January with a full county count every other year. There was not a full count last year due to COVID. It is difficult to count in January due to the poor weather conditions. The last point-in-time count identified 90 but we know that is not accurate as we have 20 in temporary housing and 100 on the wait list. The region has not done a great job on the point-in-time count and MCCAC will lead that effort in January; he has led those efforts in previous jobs. He said that they are taking the lead on a system that will provide the resources where we can see what services are being provided to individuals and will be better from both a data standpoint and a client support perspective. He stated that their data expert is someone who has actually came from their client base and has risen to being a statewide expert.

Commissioner Kramer said that he has spoken to Mayor Mays and retired Chief Ashmore; it sounds like we are getting our act together to make strides in the mental and behavioral health side of this issue. It is great for our community.

Chair Hege said that he would have to agree that this is a wonderful effort and we are lucky to have Mr. LaPoint here with all his skills and experience.

Mr. LaPoint thanked the Board, saying that he will return next year to report their progress.

Agenda Item – APHIS Landfill Update

Commissioner Kramer said he has not had the opportunity to meet with Mr. Koyle and Mr. Mitchell but we have had an issue in Wasco County with the landfill which is owned by Waste Connections, a private company. They have having conversations with neighboring orchardists, APHIS, DEQ and other agencies to work through the issues. We are here today for an update on what has happened and what next steps are.

District Supervisor for USDA's Animal and Plant Health Inspection Service (APHIS) Shane Koyle stated that he was contacted in early April regarding the bird issue at the landfill. In May they did a site visit and observed a lot of ravens and sea gulls and began meeting with affected parties to find a solution. They have been working with Waste Connections, the orchardists and DEQ as well as Oregon Fish and Wildlife Biologist Jeremy Thompson. Through those efforts, he said he believes they have a path forward with a coordinated management plan.

Mr. Koyle went on to say that APHIS is charged with animal damage control and helps with wildlife issues across the nation. There is a research branch to help find ways to control wildlife while maintaining the quality of the environment. It is useful to have APHIS involved as a third party in these situations to reduce the conflict and maintain the environment. APHIS reaches out to the affected individuals to gather input.

For this case, as in most instances, there is not a single solution. The first thing to look at is how to modify the habitat to reduce bird attractants. After that, they move on to harassment to make the birds feel unwelcome; this includes noise, falcons, drones and other methods. Lastly, they may resort to lethal control which would reinforce the harassment or if other options prove ineffective. To lethally remove this number of birds would require a permit from Fish and Wildlife and would involve the use of firearms, traps and possibly avicides. He acknowledged that there are a lot of concerns around avicides which can have a negative effect; it would be a last resort only after careful consideration. They would use DRC1339 (Avitrol) which has been around for 30-40 years. It is very lethal to a handful of birds that it targets but not as lethal to other wildlife including other bird species. He stated that he can provide data to those who have an interest; it has minimal risk of secondary poisoning. It has been tested on scavenger species and there was no secondary poisoning. They would monitor the area for non-target species

and only apply if appropriate. They would select bait that is an attractant to only the target species, monitor the bait and clean up any untaken bait. The orchardists will need to communicate with the FDA and buyers as to the acceptability of the avicide.

Mr. Koyle concluded by saying that the population of ravens overall is increasing by 2-3%. They will have to continually monitor how things are going and adjust accordingly. They would ask the landfill to help pay for some of it and would also use the current contract with the County to help pay for work on the orchardists' property.

Commissioner Kramer thanked Mr. Koyle for the great overview. He said it is a complex issue and he is pleased to hear that the parties are working together to make this a reasonable outcome.

Vice-Chair Schwartz stated that one solution she heard was the altering of human practices. She stated that in her limited experience, when you use lethal control it is a short-term solution; if we don't alter our practices, the birds will continue to come. Mr. Koyle replied that the landfill is doing a good job of covering. Although we cannot cover the cherries, there may be other small steps that can be taken to support the effort. He said neighbors need to not leave garbage uncovered and not purposely feed the birds.

Vice-Chair Schwartz asked if it is DEQ's job to monitor the landfill and make sure they are doing what they should. DEQ Public Affairs Specialist Greg Svelund replied that that is correct. The requirement for bird control ends at the landfill and does not extend to the adjacent properties. That been part has been difficult to resolve as it is probably true that the birds are here primarily because of the landfill. State rule and the permit is written for bird control on the footprint of the landfill. That is part of what this group has been trying to accomplish – to extend the area being addressed by bringing other people in.

Orchardist Gary Wade said that he appreciates APHIS getting involved and moving this ahead; this has been a problem for a few years. He said we need to do all we can to minimize the problem but at this point, the orchardists do not want poison in their property. The orchardists don't have control over the birds attracted to the landfill. He stated that he knows Waste Connections are doing all they can. It has taken a little time but he is pleased that they are all working together.

Ash Harris, a Wildlife Rehabilitator for Rowena Wildlife Clinic, stated that peer reviewed research has shown that using avicides only lasts about a year so that they would have to continue to poison year after year. Mr. Koyle replied that it is only one tool among multiple tools. They have used it on similar projects. If there is an abundant bird population, they could re-infiltrate the area. If there are some that are not responding to other methods and they are removed, the new ones may respond to harassment.

Ms. Harris commented that Goldendale has successfully used a falconer since 2000. She said that she would encourage non-lethal methods of control. She stated that the community would like some involvement. Mr. Koyle replied that they are very open to falconry.

Ms. Harris asked if the process will be transparent. Mr. Koyle responded that they are happy to answer questions but will not be providing day-to-day updates.

Orchardist Marliiss Rufner stated that she wants to hear from Waste Connections.

Waste Connections District Manager Brian Evola said that they haven't started anything yet because it is in their Operating Plan, an agreement with the surrounding orchardists, to not harass birds during certain times. That restriction leaves only a couple of months a year which is not enough to keep the birds away. They hope to get that restrictive language removed from the plan so they can implement the tools they already have onsite.

Ms. Rufner asked what they are doing to minimize the bird population by other measures. Mr. Evola said they have kept their working face small to minimize attractants. They are required to cover the area with dirt.

Commissioner Kramer said he appreciates all of the people involved in this issue; that group can continue to work and he is confident they can and will find a solution. That solution will take longer than we have at this meeting this morning. He said that he is always available by phone or email.

Agenda Item – UPRR Settlement

County Counsel Kristen Campbell reviewed the memo included in the Board Packet.

Chair Hege asked if the agreement to not pursue track expansion is time-limited. Ms. Campbell replied that it is limited to 5 years; they can submit an application

after that time.

Rodger Nichols asked if the settlement has anything to do with paying for the County's legal expenses. Ms. Campbell answered that it does not. Chair Hege said that although we did ask for a fairly high fee to process their application, at the time it seemed pretty innocuous and the fee we charged was not high enough to cover our costs through all the litigation that has ensued. We have learned from this experience and will protect ourselves from that circumstance in the future.

Chair Hege asked if we are the last to approve the agreement. Ms. Campbell replied affirmatively, saying that all other parties have reviewed and approved the agreement.

{{Commissioner Kramer moved to approve the Settlement and Release Agreement between and among Union Pacific Railroad, Wasco County and other represented parties. Vice-Chair Schwartz seconded the motion which passed unanimously.}}

Agenda Item – Building Codes Services Agreement
--

Mr. Stone explained that a year or more ago, when we agreed to take the Building Codes program from the State, we did not have staff hired and had a number of other challenges. At that time, we initiated some agreements with Jefferson and Hood River Counties to fill in when we needed help. We have done that reciprocally for the entire time and it has been working fairly well. It was not intended to be a long-term arrangement; however, Hood River County and Wasco County continue to benefit from the arrangement. This agreement will essentially allow us to act as a single department for both counties. That will broaden our experience and provide vacation/sickness back-up. The two counties have been working on this for a while and come to this agreement which will be evaluated after the first year. We will not be billing one another for costs; wherever permit fees land is where they will stay. We believe we have similar volumes and it will not be an issue, but that will be evaluated over the next year. We have been using their Building Official and they have been using our Electrical Inspector.

Chair Hege said that it is great to see the collaboration between neighboring counties. He stated that he has talked to local contractors and they are generally pleased and support this idea. It is a great move.

{{Vice-Chair Schwartz moved to approve the IGA between Wasco County and Hood River County for Reciprocal Building Department Services.}}

Commissioner Kramer seconded the motion which passed unanimously.}}

Discussion Item – Juneteenth Resolution

Human Resources Director Nichole Biechler reviewed the memo included in the Board Packet, saying that this is circling back on a conversation with the Board earlier this summer.

{{Vice-Chair Schwartz moved to approve Resolution 21-006 Proclaiming June 19th Juneteenth Day. Commissioner Kramer seconded the motion which passed unanimously.}}

Discussion Item – EDC Appointment

Ms. Clark explained that this position, which represents the Port of The Dalles on the Economic Development Commission, was vacated when Mike Courtney stepped off of the Port Board. The Port is recommending Jennifer Toepke to complete Mr. Courtney's term.

Chair Hege commented that he believes Ms. Toepke will be a good addition to the EDC.

{{Vice-Chair Schwartz moved to approve Order 21-042 appointing Jennifer Toepke to Position 4 on the Economic Development Commission. Commissioner Kramer seconded the motion which passed unanimously.}}

Consent Agenda – 8.4.2021 Minutes/Community Corrections Plan

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

Commission Call

Commissioner Kramer stated that he received a note from the Sheriff's Office regarding funding for the CRGC. The OHA has released \$50 million for behavioral health funding; we are in line for \$50,000. The deadline is September 3rd. The group is putting together an application and want to send in a letter of interest. Move will follow if we are approved for the application.

*****The Board was in consensus to put forth a letter of interest for the OHA Behavioral Health grant.*****

Mr. Rodgers announced that an email from OHA indicates there are no ICU beds available in Region 6.

Vice-Chair Schwartz said that she has heard OHA cautioning people that are not vaccinated to stay home as much as possible. This is hitting right here at home. People should avoid gathering, really adhere to social distancing, masking and personal hygiene.

Chair Hege stated that he was on a statewide call some time ago and at that time, our region had zero usage of ICU beds. The reality is, we do not have many ICU beds and can go from zero use to full use very quickly. Vice-Chair Schwartz concurred, saying that our hospitals are quite small and have shrunk with changes to health care. The problem is that we have nowhere to transfer people. Chair Hege noted that we have the lowest number of beds per capita in the United States. It suggests that we are generally pretty healthy but it is a problem now.

Commissioner Kramer said that if you have not reconsidered the vaccine, please do so now. It is proven to be effective; think about your neighbors, friends and family. Chair Hege agreed, adding that the reality is you may get COVID if you are vaccinated, but you likely won't be hospitalized or die. Let's support each other, take care of each other and get through this.

The session was adjourned at 12:06 p.m.

Summary of Actions

MOTIONS

- **To approve the Classroom Champions Service Agreement for Wasco County's Youth Think Program.**
- **To approve the Department of Land Conservation and Development 2021-2023 Gorge Grant Agreement.**
- **To approve the IGA between Wasco County, City of Maupin and ODOT for Maupin to BLM Access Improvements contingent on a secondary agreement with the City of Maupin for maintenance.**
- **To approve the Settlement and Release Agreement between and among Union Pacific Railroad, Wasco County and other represented parties.**
- **To approve the IGA between Wasco County and Hood River County for Reciprocal Building Department Services.**
- **To approve Resolution 21-006 Proclaiming June 19th Juneteenth Day.**
- **To approve Order 21-042 appointing Jennifer Toepke to Position 4 on the Economic Development Commission.**
- **To approve the Consent Agenda: 8.4.2021 Regular Session Minutes, Community Corrections JRI Plan and Application.**

CONSENSUS

- **For Youth Think to move forward with a grant application on behalf of Columbia Gorge Postpartum Support.**
- **To provide a letter of support for a DLCD technical grant.**
- **To allow the permit application to move forward with the understanding that Oregon Trail Rally must secure 100% agreement from the local landowners in order for Stage 4 to be allowed.**
- **To put forth a letter of interest for the OHA Behavioral Health grant.**

Wasco County
Board of Commissioners

Scott C. Hege, Commission Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



DISCUSSION LIST

[NCPHD COVID-19 UPDATE](#) – Dr. Mimi McDonell

[YOUTH THINK](#) – Debby Jones

[JUNETEENTH RESOLUTION](#) – Nichole Biechler

[EDC APPOINTMENT](#) – Kathy Clark



DISCUSSION ITEM

WASCO COUNTY COVID-19 UPDATES

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



DISCUSSION ITEM

Youth Think

[CLASSROOM CHAMPIONS](#)

[PACIFIC SOURCE GRANT](#)



YOUTH THINK ITEM

Classroom Champions

[CLASSROOM CHAMPIONS AGREEMENT](#)

[MOTION LANGUAGE](#)

A young boy with short dark hair is smiling broadly at the camera. He is wearing a light blue t-shirt with the words 'CLASSROOM CHAMPIONS' and a winged logo printed on it. He is sitting at a wooden desk in a classroom. In the background, other students in similar blue shirts are seated at desks, and a green chalkboard is visible. On the desk in front of him, there is a pair of glasses and a yellow pencil.

CLASSROOM
CHAMPIONS

SERVICE AGREEMENT FOR

YouthThink-Wasco County

PREPARED FOR

Debby Jones

CREATED BY

Kate Pereira



Services Agreement

This Services Agreement, dated as of Jul 29, 2021 (the “**Effective Date**”), is by and between Classroom Champions Inc. (the “**Service Provider**”) and YouthThink-Wasco County (the “**Customer**”).

WHEREAS Customer desires to retain Service Provider to provide the Services (as defined below) upon the terms and conditions hereinafter set forth, and Service Provider is willing to perform such Services.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Definitions.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” means this Services Agreement.

“**Business Day**” means a day other than a Saturday, a Sunday, or any other day on which the principal chartered banks located in Saint Petersburg, FL not open for business.

“**Confidential Information**” means any information that is treated as confidential by a party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

“**Customer**” has the meaning set forth in the preamble.

“**Customer Contract Manager**” has the meaning set forth in Section 4.1(a).

“**Disclosing Party**” means a party that discloses Confidential Information under this Agreement.

“**Force Majeure Event**” has the meaning set forth in Section 12.1.



“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, provincial, municipal, or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

“Losses” mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable legal fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Person” means an individual, corporation, partnership, joint venture, governmental authority, unincorporated organization, trust, association or other entity.

“Program” means the program as described in the Statement of Work.

“Receiving Party” means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

“Service Provider” has the meaning set forth in the preamble.

“Service Provider Contract Manager” has the meaning set forth in Section 3.1(a)(i).

“Services” mean any services to be provided by Service Provider under this Agreement, as described in more detail in the Statement of Work, and Service Provider's obligations under this Agreement.

“Statement of Work” means the Statement of Work entered into by the parties and attached to this Agreement, substantially in the form of Exhibit B.

“Term” has the meaning set forth in Section 5.

2. Services.

2.1 Service Provider shall provide the Services to Customer as described in more detail in the Statement of Work in accordance with the terms and conditions of this Agreement.

2.2 The Statement of Work shall include the following information, if applicable:

- (a) a detailed description of the Services to be performed pursuant to the Statement of Work;
- (b) the date upon which the Services will commence and the term of the Statement of Work;
- (c) the names of the Service Provider Contract Manager;
- (d) the fees to be paid to Service Provider under the Statement of Work;
- (e) the Program implementation plan, including a timetable;



(f) any criteria for completion of the Program; and

(g) any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to the Statement of Work.

3. Service Provider's Obligations.

3.1 The Service Provider shall appoint:

3.2

(i) a Service Provider employee to serve as a primary contact with respect to this Agreement and who will have the authority to act on behalf of Service Provider in connection with matters pertaining to this Agreement (the "Service Provider Contract Manager"); and

(ii) personnel, who shall be suitably skilled, experienced and qualified to perform the Services;

(b) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary license, certifications, permits, registrations and consents and comply with all relevant Laws applicable to the provision of the Services.

4. Customer's Obligations.

4.1 Customer shall:

(a) cooperate with Service Provider in all matters relating to the Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement (the "**Customer Contract Manager**");

(b) respond to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement;

(c) obtain and maintain all necessary licenses, approvals, permits and consents and comply with all applicable Law; provided, however, that the Service Provider is required to comply with its obligations set out in Section 3.1(b) of this Agreement with respect to the Services; and

(d) provide access to Customer's premises, employees and equipment as required to enable Service Provider to provide the Services and only in accordance with Customer's policies and protocols.

(e) abide by Program usage guidelines, contracted and ethical uses of SEL Foundations and Mentorship+ services and live video chats, including by not limited to:

(i) adhering to the number of classroom(s) and (if/when applicable) aggregate number of students for which the services have been purchased.

5. **Term.**

5.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under the Statement of Work unless sooner terminated pursuant to Section 10.

6. **Fees and Expenses; Payment Terms.**

6.1 In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay or cause the payment of the fees set forth in the Statement of Work. Payment to Service Provider of such fees and the reimbursement of expenses pursuant to this Section 6 shall constitute payment in full for the performance of the Services, and Customer shall not be responsible for paying any other fees, costs or expenses, except as otherwise specified in this Agreement or Statement of Work.

6.2 The total fees for the Services shall be the amount set out in the Statement of Work and shall not exceed. The total price shall be paid to Service Provider as set out in the Statement of Work. Service Provider shall issue invoices to Customer for the fees that are then payable, together with a breakdown of any expenses incurred.

6.3 Except as otherwise provided herein, Service Provider shall promptly issue invoices to Customer only in accordance with the terms of this Section 6, and Customer shall pay or cause the payment of all properly invoiced amounts due to Service Provider within 60 (sixty) calendar days after Customer's receipt of such invoice, except for any amounts disputed by Customer in good faith. All payments hereunder shall be in **US dollars** (USD) and made by check or as agreed to by both parties in writing.

6.4 Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the lesser of the rate of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including, without limitation, legal fees. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Customer fails to pay any undisputed amounts when due hereunder and such failure continues for ten (10) business days following written notice thereof.

6.5 Customer shall be responsible for all goods and services, harmonized sale, sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, provincial, territorial or local governmental entity or regulatory authority on any amounts payable by Customer hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel or real or personal property or other assets.

7. **Confidential Information.**

7.1 The Receiving Party agrees:

(a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its and its Affiliates, and their officers, directors, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by non disclosure obligations at least as restrictive as those set forth in this Section 7;



(b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services; and

(c) to immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of the Disclosing Party.

7.2 If the Receiving Party is required by Law to disclose any Confidential Information, the Receiving Party shall provide:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.

8. Limited Warranty.

8.1 Service Provider warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.

(b) In a timely, workpersonlike and professional manner in accordance with generally recognized industry standards for similar services.

8.2 Service Provider's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) Service Provider shall use commercially reasonable efforts to promptly cure any such breach; provided that, if Service Provider cannot cure such breach within a reasonable time (but no more than 30 days) after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 11.

(b) The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after delivery of such Service to Customer.

9. Limitation of Liability.

9.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.2, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 The exclusions and limitations in Section 9.1 shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 7 (Confidentiality);
- (b) damages or other liabilities arising out of or relating to a party's gross negligence, wilful misconduct or intentional acts;
- (c) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions; and
- (d) damages or liabilities to the extent covered by a party's insurance.

10. Intellectual Property

10.1 All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trade-marks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works, moral rights and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "Deliverables") shall be owned by Service Provider. Service Provider hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

11. Termination; Effect of Termination.

11.1 Service Provider, in its sole discretion, may terminate this Agreement or any Statement of Work, in whole or in part, at any time without cause, by providing written notice to the Customer at least sixty (60) days prior to the applicable Program start date. In the event this Agreement is terminated pursuant to this Section 11.1, the Service Provider will promptly return any and all deposits received by the Customer.



11.2 Customer, in its sole discretion, may terminate this Agreement or any Statement of Work, in whole or in part, at any time without cause, by providing written notice to the Service Provider at least sixty (60) days prior to the applicable Program start date. In the event this Agreement is terminated pursuant to this Section 11.2, any and all deposits paid to Service Provider pursuant to this Agreement shall be treated as a charitable donation to the Service Provider and, to the extent permissible under applicable law, the Service Provider will issue a charitable tax receipt for such amount.

11.3 Either party may terminate this Agreement at any time, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:

(a) breaches this Agreement or any of its respective representations and warranties, and such breach is incapable of being cured, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within ten (10) days after receipt of written notice of such breach;

(b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) Business Days or is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

In the event this Agreement is terminated pursuant to this Section 11.3: (i) by Service Provider, any and all deposits paid to Service Provider pursuant to this Agreement shall be forfeited to Service Provider; or (ii) by Customer, the Service Provider will promptly return any deposits received by Service Provider.

11.4 Upon expiration or termination of this Agreement for any reason, each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information, (ii) permanently erase all of the other party's Confidential Information from its computer systems and (iii) certify in writing to the other party that it has complied with the requirements of this clause.

11.5 The rights and obligations of the parties set forth in this Section 11.5, Section 7, Section 8, Section 9, Section 10, and Section 13, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

12. Force Majeure.

12.1 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation:

(a) acts of God;

(b) flood, fire or explosion;

(c) war, invasion, riot or other civil unrest;



(d) actions, embargoes or blockades in effect on or after the date of this Agreement; and

(e) national or regional emergency.

(each of the foregoing, a “**Force Majeure Event**”).

A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

13. Miscellaneous.

13.1 Each party shall, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

13.2 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

13.3 All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 16.4.)

(a) DUE TO THE COVID-19 OUTBREAK, ANY COMMUNICATION OUTLINED ABOVE MUST BE ACCOMPANIED BY NOTIFICATION BY E-MAIL OF SAID COMMUNICATION.

If to Service Provider:

Classroom Champions
236 Livingston St, Suite 23C
Brooklyn, NY 11201
United States
E-Mail: accounts@classroomchampions.org
Attention: Chris Moss

If to Customer:

YouthThink-Wasco County
200 E. 4th St
The Dalles, OR 97058
United States
E-Mail: debbyj@co.wasco.or.us
Attention: Debby Jones

13.4 For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, Exhibits and Statements of Work refer to the Sections of, and Schedules, Exhibits and Statements of Work attached to this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules, Exhibits and Statements of Work referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

13.5 This Agreement, together with all Schedules, Exhibits and Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Exhibit or Statement of Work, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Schedules; (b) second, the applicable Statement of Work; and (c) third, any Exhibits and Schedules to this Agreement.

13.6 Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.7 Other than as explicitly contemplated herein, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

13.8 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

13.9 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13.10 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.11 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida and the federal laws of the United States of America applicable in that State, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Florida. Any legal suit, action or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted in the courts of Florida, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

13.12 Each party acknowledges that a breach by a party of Section 7 (Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

13.13 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

14. Independent Contractor.

Contractor certifies that:

- a. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.600 and not an employee of Wasco County shall not be entitled to benefits of any kind to which an employee of Wasco County is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of Wasco County for any purpose, Wasco County shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of the Agreement, to the full extent of any benefits or other remuneration Contractor receives (from Wasco County or third party) as a result of the finding and to the full extent of any payments that Wasco County is required to make (to Contractor or to a third party) as a result of the finding.
- b. Contractor represents that no employee of the Wasco County, or any partnership or corporation in which a Wasco County employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the Agreement, except as specifically declared in writing.
- c. Contractor is not an officer, employee, or agent of the Wasco County as those terms are used in ORS 30.265.
 1. **Indemnification.** Contractor agrees to indemnify and defend Wasco County, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in the Agreement, except to the extent that the liability arises out of the negligence of Wasco County and its employees. Contractor's indemnification shall also cover claims brought against Wasco County under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.



SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

Classroom Champions Inc.

YouthThink-Wasco County

Signature: Kate Pereira

Signature: _____

Name: Kate Pereira

Name: _____

Title: Director of School Support

Title: _____



EXHIBIT A

Statement of Work

All capitalized words in this Statement of Work shall have the respective meanings ascribed to them in the Agreement.

SERVICE PROVIDER

CONTRACT MANAGER: Classroom Champions

CUSTOMER

CONTRACT MANAGER: _____ (Name)

MEMBERSHIP LICENSES**BY PROGRAM:**

SEL Foundations	Mentorship + SEL Foundations
Teacher(s) <u> 3 </u>	Teacher(s) <u> 3 </u>
Teams <u> 3 </u>	Teams <u> 1 </u>
Schools <u> </u>	Schools <u> </u>

ADDITIONAL SERVICES

Training 2 hours professional development
Other N/A

TOTAL FEES:

The total fees are \$ 7290.00
Other details: _Not to exceed above fees.

TERM:

 07 / 30 / 2021 To 01 / 01 / 2022

INVOICES:

All invoices shall be billed to:

Attn: _____



EXHIBIT B

Confirmed Proposal

Please see attached signed proposal for scope of work.



**Every student
deserves a champion**

SOCIAL AND EMOTIONAL LEARNING (SEL) CURRICULUM

Partnership Success Proposal for Wasco County Youth Services/YouthThink

Prepared for:

Debby Jones Wasco County Youth
Services/YouthThink

Created by:

Kate Pereira
Classroom Champions

Cover Letter

Hello Debby,

As a former educator, I know how hard you and your colleagues work day in and day out to put the success of youth first. I fully appreciate the impact that you've already made with the youth in your area and I want to continue help you further that impact with our athlete role-models.

Through the powerful act of storytelling, our athlete role-models will be able to bring social and emotional learning to life for youth. Our team strives to ensure that every child feels a sense of belonging and sees their potential.

While education and working with youth is incredibly rewarding, I also know it's demanding work, which is why my team will work hand in hand with your staff to ensure that implementation is as easy and seamless as you deserve! Our athletes are eager and ready to continue to make a difference with your youth.

Please carefully review this proposal and feel free to contact me if you have any questions at all!

Thank you,
Kate Pereira



Overview and Goals

Classroom Champions is a non-profit organization and charity that connects world-class athlete role models with students. Kids have the opportunity to learn from a variety of Olympians, Paralympians, and professional athletes hailing from across the globe. This diverse group of athlete mentors use their unique experiences in life to tell stories that reinforce critical social and emotional learning (SEL) skills through Classroom Champions SEL Foundations Curriculum and Mentorship. Over the past 10 years, Classroom Champions and its more than 200 Olympians, Paralympians, NCAA student-athletes, and NHL and NFL athlete mentors have taught SEL skills to more than 1 million students across 35 countries. According to surveys of Classroom Champions' educators, 99% of teachers report Classroom Champions improved student perseverance and resilience. 94% percent of teachers report improvement in student grades, and 85% have seen increased attendance.



About the Team

Throughout the year, your colleagues will work with my incredible team who will help to support implementation.



Kate Pereira

Director, School Support
Former Educator, Mom



Cat Wittman

Director, Education Programs
Former Educator, Mom



Anjoli Santiago

Manager, Educational Awesomeness
Former educator, Performing Arts Fanatic



Grace Dafoe

Educator Support Coordinator
National Team Athlete

School Success Plan

SEL Foundations Main Program Features:

- Social and emotional curriculum consisting of eight thematic units with a total of 32 lesson plans across chosen grade band (K-2, 3-5, 6-8)
- Online digital dashboard with Microsoft and Google single sign on
- Educator program training materials and exclusive community to nourish and develop educators.
- Family engagement tools in English and Spanish to increase home to school connection.
- Additional resources for implementation

Classroom Champions Will Provide:



Online Digital Dashboard Access

- Individual access will have one allotted email as a user on dashboard.
- Team memberships will have six allotted emails as users on dashboard.
- School memberships will be sent to one administrator.
 - The administrator will designate twenty-four additional email addresses to have access.



Curriculum

- Eight units with 32 lessons per grade band
 - K-2 consists of formative assessment, 3-5 and 6-8 consists of formative and authentic assessment.
- All student materials are printable and in English or Spanish.
- Eight Athlete Mentor videos with eight challenges to supplement units.
- Social distancing version and distance learning version of curriculum is included.



Teacher Development and Support

- Training materials including:
 - Robust user guide with how-to videos on using the dashboard and implementing curriculum
 - Thematic overview for each unit
 - Digital Scope and Sequence overview document
- Exclusive Facebook community access
- Facilitator Guide for developing SEL skills in adults included with whole school membership.
- Opportunities for virtual or in-person training workshops at incremental cost.
- Opportunities for virtual or in-person professional growth sessions on developing SEL skills in adults at incremental cost.



Family Support and Engagement

- Eight videos from athletes geared towards families on each thematic unit
- Eight grade banded (K-2, 3-5, 6-8) family activities to correlate with existing units (available in Spanish and English)
- Eight discussion guides to engage families in discussions around SEL skills (available in Spanish and English)



Additional Implementation Resources

- Continuously growing Mindful Minute video library
- Interactive social and emotional learning videos

Mentorship+ Add-On Features




Mentorship+ will feature everything above and also include:

- Dedicated Athlete Mentor who will get to know school
- 2 Live Video Chats during the school year
- Dedicated Athlete Mentor videos for every unit
- Ongoing Athlete Mentor Communications (twice a month)
- Assembly kits
- Exclusive Educator-Athlete Community
- Live Implementation Support

Investment

This investment is inclusive of continuing Classroom Champions at the after-school programming already in place along (2 Team SEL Foundations, 1 Individual SEL Foundations, 1 Mentorship+ access) with the addition of eight new Mentorship+ classes. The SEL Foundations access for the after-school programming (13 licenses) will remain active until January 2023.

Name	Price	QTY	Subtotal
SEL Foundations Team Access (6 memberships) to SEL Foundations and all encompassing materials. 	\$649.00	3	\$1,947.00
Mentorship+ SEL Foundations Team Access (6 spots) to Mentorship+ where students can develop a relationship with an elite athlete for a year long mentorship. 	\$2,499.00	1	\$2,499.00
Mentorship+ SEL Foundations Individual access to Mentorship+ where students develop a relationship to an elite athlete for a year long mentorship program. 	\$499.00	3	\$1,497.00

SEL Foundations	\$149.00	3	\$447.00
Individual access to SEL Foundations and all encompassing materials.			
			
SEL Foundations	\$450.00	1	\$450.00
Professional Development x 1 hour			
Mentorship+ SEL Foundations	\$450.00	1	\$450.00
Professional Development x 1 hour			

Subtotal	\$7,290.00
Discount	\$0.00
Tax	\$0.00
Total	\$7,290.00



Signing the Proposal

Please note following points as you will sign this proposal:

- Go through the proposal and share with any other parties
- If you have any questions or concerns, you can reach out and I will do my best to clarify your question, or address your concerns.
- Once you are satisfied with the details mentioned in the proposal, and ready to move forward, please sign in the signature box below. When you sign the proposal, it will be considered as you're ready to continue with Classroom Champions and a service agreement will be sent your way.
- You will receive a separate email notification with a copy of this signed agreement which you can download for your own references.
- You will receive a separate email invoice after the service agreement is signed. Payment directions will be on that email.
- I will contact you to kick off our partnership and next set of steps.
- Feel free to contact me if you have any question.

Agreed and accepted by:

Wasco County Youth Services/YouthThink

Classroom Champions



07 / 29 / 2021

07 / 29 / 2021

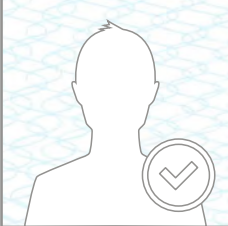

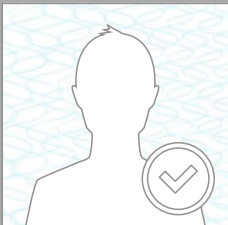

Debby Jones

Kate Pereira

Signature Certificate

Document Ref.: RECL5-SGTWH-FVIX2-D5QZI

Document signed by:

	Kate Pereira Verified E-mail: kpereira@classroomchampions.org IP: 23.17.170.59 Date: 29 Jul 2021 14:57:06 UTC	
	Molly R Verified E-mail: mollyr@co.wasco.or.us IP: 174.241.224.95 Date: 29 Jul 2021 15:30:38 UTC	

Document completed by all parties on:

29 Jul 2021 15:30:38 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.





MOTION

SUBJECT: Youth Think Agreement

I move to approve the Classroom Champions Service Agreement for Wasco County's Youth Think Program.



YOUTH THINK ITEM

Pacific Source Grant

[STAFF MEMO](#)



MEMORANDUM

SUBJECT: Pacific Source Grant

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEBBY JONES

DATE: 8/25/2021

BACKGROUND INFORMATION:

[Columbia Gorge Postpartum Support](#) (CGPS) submitted a grant application Letter of Intent to [Pacific Source](#) several months ago hoping they would have their 501c3 status in time for the actual grant application. Their 501c3 application was submitted in February of this year; unfortunately, they still have not received their status designation. PacificSource is very interested in their proposal and asked them to move forward with submission of a full application; however, In order to apply they need to either have 501c3 status or a sponsoring fiscal agent.

YouthThink-Wasco County was approached to assist in this process. I have spoken to Juvenile Director Molly Rogers about the possibility and reached out to Finance Director Mike Middleton. CGPS has a Tax ID as well as appropriate liability insurance. Wasco County would serve as the fiscal agent mainly in a pass-through capacity. I have been assured that there would be no financial liability to the county as well as no employees.

YouthThink-Wasco County would benefit with the ability to access a small administrative fee as well as connection to important medical providers which would support other program efforts. Today I am seeking approval to move forward in this collaboration for which Wasco County will serve as the fiscal agent.

About the Foundation

The PacificSource Foundation for Health Improvement is an independent, private foundation, not connected to any PacificSource entity. We are focused on finding ways to improve access to high-quality healthcare for everyone –with an emphasis on helping under-served and vulnerable populations. Serving communities statewide in Oregon, Idaho, Montana, and within the following areas of Washington State: Clark, Pierce, and Spokane Counties.



DISCUSSION ITEM

Juneteenth Resolution

[STAFF MEMO](#)

[RESOLUTION 21-006 PROCLAMING JUNETEENTH A COUNTY HOLIDAY](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: JUNETEENTH

TO: BOARD OF COUNTY COMMISSIONERS

FROM: NICHOLE BIECHLER, HR DIRECTOR

DATE: 07/15/2021

BACKGROUND INFORMATION:

Juneteenth (short for “June Nineteenth”) marks the day when federal troops arrived in Galveston, TX in 1865 to take control of the state and ensure that all enslaved people be freed. The troops’ arrival came a full two and a half years after the signing of the Emancipation Proclamation. Juneteenth honors the end to slavery in the United States and is considered the longest-running African American holiday.

On June, 17, 2021, it officially became a federal holiday. On June 19, 2020, Governor Kate Brown signed a proclamation declaring Juneteenth become a state holiday (ORS 187.010).

At this time, a resolution is being requested to recognize “Juneteenth.” Steps to incorporate Juneteenth as a paid holiday for County employees will be taken through policy revisions in the Employee Handbook.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF RECOGNIZING JUNETEENTH AS AN OFFICIAL WASCO COUNTY HOLIDAY

RESOLUTION 21-006

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

Whereas: President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring enslaved people in Confederate territory free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and

Whereas: Word about the signing of the Emancipation Proclamation did not reach authorities and enslaved African-Americans in the South and Southwestern United States until June 19, 1865, two and a half years after the signing of the Emancipation Proclamation; and

Whereas: Emancipation Day observations are held on different days in different states in the South and Southwest, and in other parts of the nation; and

Whereas: Every individual and community in Wasco County has a role to play in moving forward and promoting health and safety for all people by not tolerating violence, by challenging a culture of systemic oppression, by promoting accountability, and by participating in the efforts to end violence and abuse; and

Whereas: In 1997, the United States Congress passed Senate Joint Resolution 11 and House Joint Resolution 56, officially recognizing Juneteenth Independence Day; and

Whereas: June 19th, which became known as Juneteenth, is a celebration of African American freedom and achievement; and

Whereas: On June 9, 2020, the State of Oregon proclaimed June 19th to be Juneteenth Day.

Now, Therefore: We hereby proclaim June 19th to be Juneteenth Day in Wasco County and urge all the citizens of Wasco County to join us in its observation.

DATED this 1st day of September, 2021.

Wasco County Board of Commissioners

APPROVED AS TO FORM

Scott C. Hege, Chair

Kristen Campbell, County Counsel

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



MOTION

SUBJECT: Juneteenth Resolution

I move to approve Resolution 21-006 Proclaiming June 19th Juneteenth Day.



DISCUSSION ITEM

Economic Development District Appointment

[STAFF MEMO](#)

[ORDER 21-042 APPOINTING JENNIFER TOEPKE TO EDC](#)

[MOTION LANGUAGE](#)

Memorandum

Date: August 22, 2021
To: Wasco County Board of Commissioners
From: Carrie Pipinich, EDC Coordinator
Re: Position 4

The EDC has one recommendation for consideration by the Board of County Commissioners for appointment.

Position 4

Position 4 is designated as a Representative of the Port of The Dalles. The EDC's recommendation is determined by recommendations from the represented entity. This position has been filled by Port Commissioner Mike Courtney for the last several years. With his departure from the Port at the end of June, the Port has recommended that Port staff Jennifer Toepke serve on the EDC as its representative.

Request

Final appointments are made by the Wasco County Board of Commissioners.

1. The EDC recommends appointment of Jennifer Toepke for Position 4 to fulfill the remainder of the term started January 1, 2019 through December 31, 2022.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF JENNIFER TOEPKE TO THE WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION, POSITION #4 REPRESENTING THE PORT OF THE DALLES

ORDER #21-042

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 Mike Courtney has resigned creating a vacancy on the Wasco County Economic Development Commission; and

IT FURTHER APPEARING TO THE BOARD: That Jennifer Toepke is willing and is qualified to be appointed to the Wasco County Economic Development Commission and has been recommended for this position by said Commission; and

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jennifer Toepke be and is hereby appointed to the Wasco County Economic Development Commission Position #4 Representing the Port of The Dalles to complete the term of Mike Courtney; said term to expire on December 31, 2022.

DATED this 1st day of September, 2021.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Scott C. Hege, Commission Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



MOTION

SUBJECT: Economic Development Commission Appointment

I move to approve Order 21-042 appointing Jennifer Toepke to Position 4 on the Economic Development Commission.



CONSENT AGENDA

[COMMUNITY CORRECTIONS JRI
APPLICATION/PLAN](#)

[MINUTES: 8.4.2021 REGULAR SESSION](#)



CONSENT AGENDA ITEM

Community Corrections

[STAFF MEMO](#)

[2021-2023 BIENNIAL PLAN](#)

[2021 2023 PLAN – LPSCC LETTER OF SUPPORT](#)

[2021 2023 PLAN – BOARD OF COMMISSIONERS LETTER OF SUPPORT](#)

[2021-2023 JUSTICE REINVESTMENT APPLICATION](#)

[2021 2023 JUSTICE REINVESTMENT APPLICATION – LPSCC LETTER OF SUPPORT](#)

[2021 2023 JUSTICE REINVESTMENT APPLICATION – BOARD OF COMMISSIONERS LETTER OF SUPPORT](#)



MEMORANDUM

SUBJECT: Justice Reinvestment Application/Plan

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLAKR

DATE: AUGUST 24, 2021

BACKGROUND INFORMATION:

A portion of Community Corrections funding is through the Justice Reinvestment Program with biennial applications that include a Plan. This year's application was not ready for the August 4th Board session and was due by August 25th which fell prior to the next Board Session.

The Application and Plan (attached) are both thoroughly reviewed by LPSCC; they then provide letters of support (attached). The last piece needed is Board letters of approval (attached).

These are routine biennial processes and each of the Commissioners was able to review all documents individually and separately consent to the letters of support. There were no documents binding the County; a grant agreement will be presented to the Board at a future Board session.



WASCO COUNTY COMMUNITY CORRECTIONS



BIENNIAL PLAN 2021-2023

Wasco County 2021-2023 Community Corrections Biennial Plan

Department of Corrections 2575 Center Street NE Salem, Oregon 97301-4667	<i>For Office Use Only</i> Date Received:																						
Address: 421 East Seventh Street, Annex B, The Dalles, OR 97058 Phone: 541-506-2570 Fax: 541-506-2571																							
Community Corrections Director/Manager: Fritz Bachman Address: 421 East Seventh Street, Annex B, The Dalles, OR 97058 Phone: 541-506-2574 Fax: 541-506-2571 Email: fritz.j.bachman@cc.doc.state.or.us																							
Sheriff: Lane Magill Address: 511 Washington Street, The Dalles, OR 97058 Phone: 541-506-2580 Fax: 541-506-2581 Email: lanem@co.wasco.or.us																							
Jail Manager: Dan Lindhorst Address: 201 Webber Street, The Dalles, OR 97058 Phone: 541-298-1576 Fax: 541-298-1082 Email: dlind@norcor.co.wasco.or.us																							
Supervisory Authority: Lane Magill Address: 511 Washington Street, The Dalles, OR 97058 Phone: 541-506-2580 Fax: 541-506-2581 Email: lanem@co.wasco.or.us																							
LPSCC Contact: Molly Rogers Address: 202 East Fifth Street, The Dalles, OR 97058 Phone: 541-506-2660 Fax: 541-506-2661 Email: mollyr@co.wasco.or.us																							
<u>Biennial Budget</u> <table style="margin-left: auto; margin-right: auto;"> <tr> <td>State Grant-in-Aid Fund:</td> <td style="text-align: right;">\$2,524,528</td> </tr> <tr> <td>DOC M57 Supplemental Fund:</td> <td style="text-align: right;">\$115,647</td> </tr> <tr> <td>CJC Justice Reinvestment Grant:</td> <td style="text-align: right;">\$373,010</td> </tr> <tr> <td>CJC Treatment Court Grant:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>County General Fund:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Supervision Fees:</td> <td style="text-align: right;">\$125,597</td> </tr> <tr> <td>Biennial Carryover (GIA, M57, FSAPP):</td> <td style="text-align: right;">\$53,873</td> </tr> <tr> <td>Other Fees:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Other State or Federal Grant:</td> <td style="text-align: right;">\$187,000</td> </tr> <tr> <td>Other:</td> <td style="text-align: right;">\$126,312</td> </tr> <tr> <td><u>Total:</u></td> <td style="text-align: right;"><u>\$3,505,967</u></td> </tr> </table>		State Grant-in-Aid Fund:	\$2,524,528	DOC M57 Supplemental Fund:	\$115,647	CJC Justice Reinvestment Grant:	\$373,010	CJC Treatment Court Grant:	\$0	County General Fund:	\$0	Supervision Fees:	\$125,597	Biennial Carryover (GIA, M57, FSAPP):	\$53,873	Other Fees:	\$0	Other State or Federal Grant:	\$187,000	Other:	\$126,312	<u>Total:</u>	<u>\$3,505,967</u>
State Grant-in-Aid Fund:	\$2,524,528																						
DOC M57 Supplemental Fund:	\$115,647																						
CJC Justice Reinvestment Grant:	\$373,010																						
CJC Treatment Court Grant:	\$0																						
County General Fund:	\$0																						
Supervision Fees:	\$125,597																						
Biennial Carryover (GIA, M57, FSAPP):	\$53,873																						
Other Fees:	\$0																						
Other State or Federal Grant:	\$187,000																						
Other:	\$126,312																						
<u>Total:</u>	<u>\$3,505,967</u>																						

WASCO COUNTY COMMUNITY CORRECTIONS

2021-2023 BIENNIAL PLAN

Overview

Wasco County Community Corrections (WCCC) supervises approximately 200 felony and 25 qualifying misdemeanor adults on probation, parole and post-prison supervision. WCCC applies evidence-based principles and collaborates with community partners to focus resources and supervision strategies on the individuals who present the greatest risk to the community.

On July 1st, 2021, Wasco and Sherman County entered into an agreement whereby our office supervises all individuals on supervision in both counties. With this change came an additional PO and the State funding allocated to Sherman County. Our staff has a very good relationship with their Sheriff and District Attorney and our supervision philosophy is aligned with their expectations. Sherman County's Biennial Plan is being done in its own document so that county-specific services can be readily identified within each plan. While WCCC oversees the funding for both counties, client engagement will be tracked separately and programs costs applied proportionally. Though numbers fluctuate, Sherman County has approximately 12% the clients as compared to WCCC. Many Sherman Co. residents seek services in The Dalles so we expect to see a higher engagement in WCCC services from residents outside Wasco County.

Cognitive behavioral programs are conducted by a facilitator certified in a variety of curricula developed by Correctional Counseling, Inc which includes the commonly known Moral Reconciliation Therapy (MRT) class. These classes assist clients through their stages of change, builds cognitive skills, and prepares the individual for pro-social life changes. Being highly interactive, classes aim to keep participants engaged, assisting them in examining their thoughts, behaviors, and values.

WCCC has maintained transitional housing programs for both men and women since 2017. These are designed to enhance public safety by providing a safe and stable environment that provides peer mentoring and requires sobriety and program engagement. WCCC is responsible for approving all candidates referred into the housing programs being funded.

Until the beginning of 2019, WCCC ran in-house substance use disorder treatment. We lost our CADC and were in the process of filling it when COVID hit, putting these treatment services on hold.

In collaboration with Wasco County Youth Services, WCCC supports a work crew program with a full-time work crew supervisor. Clients earn hours for community service work or as part of their sentence for work crew. This also provides WCCC with a non-jail sanctioning alternative.

WCCC continues to partner with the Wasco County Family Dependency Court program as a member of the multidisciplinary team. FDC is designed to guide individuals identified as drug-addicted into treatment and improve the quality of life for their families.

2019-2021 Biennium Accomplishments

- Wasco County's total caseload has dropped by almost 80 clients, having entered last biennium with about 280 people on supervision and entering the new biennium with about 200. We have not yet seen this decrease in numbers hit a stable floor yet.
- By mutual agreement of both counties, we are now supervising all clients of both Sherman and Wasco under one office. This brings us about 35 additional individuals on supervision from Sherman County.
- WCCC actively participated in county workgroup which has received funding and is developing plans for a behavioral health facility in The Dalles, being called the Columbia Gorge Resolution Center.
- Established a Downward Departure program with support of the District Attorney's Office.
- We maintained services and engagement as best as possible under COVID safety protocols.
- In coordination with Wasco County Youth Services, we are continuing our supervised work crew program.
- In partnership with Bridges To Change, we have maintained one stabilization house and two next-step transitional houses in the community of The Dalles.
- In partnership with the WINGS program, we continue supporting housing for women and their children.
- Advantage Dental continues providing free dental care at our office once a month.

2021-2023 Biennium Plans

- Meet the supervision needs of Sherman County according to our mutual agreement.
- Continue efforts to develop the Columbia Gorge Resolution Center in The Dalles.
- Continue our Downward Departure Program with supplemental JRI funding assistance.
- Implement electronic monitoring, providing us with a non-jail sanction alternative.
- Sustain our existing transitional housing and peer mentor services through the biennium.
- Continue positive movements in statewide performance measures: recidivism reduction, engagement with treatment, and connections with employment and education.
- Continue promoting the values of Wasco County and the Sheriff's Office through community policing, procedural justice, and victims' services.

Recidivism Trends

The State's overall trend in prison usage has been in steady decline for well over a year. Much of this more recently is driven by COVID-related barriers to arrests and delays in the justice system for those charged, however there will be additional long-term effects from the decriminalization of drugs and changing philosophy towards the prosecution of human behavior.

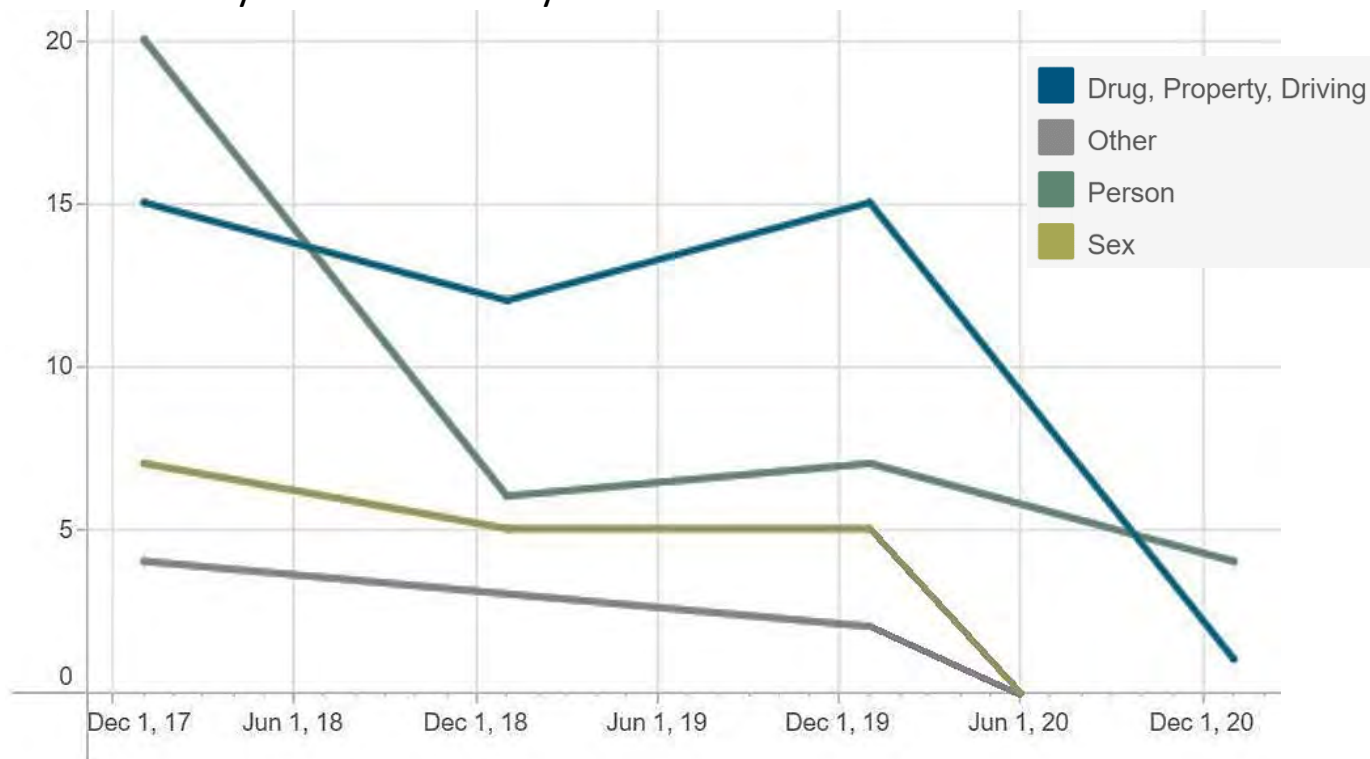
Rolling Sum of Prison Months, per 100,000 Residents - State vs. Wasco County -



Wasco County's rolling sum of prison months has trended downward as well but fluctuates more widely (shown in the blue line.) Prior to July 2020, Wasco County's prison use per capita was below the State's average. We crossed this threshold last summer and were slightly above the State's average going into 2021 but have again continued to drop in prison use this year, similar to the State's drop. Most recent data available (March of 2021) shows Wasco County at 617 total prison months used per 100,000 residents, just above the State's rate of 552 total prison months per 100,000 residents.

The total number of Wasco County prison sentences has gone down since 2018 in all crime areas: Drug, Property, Sex, and Other Statutory. These numbers include probation revocations, which have declined from four in 2019, two in 2020, and zero thus far in 2021. COVID likely contributed to some of this decline in prosecution.

Wasco County Prison Intakes by Year



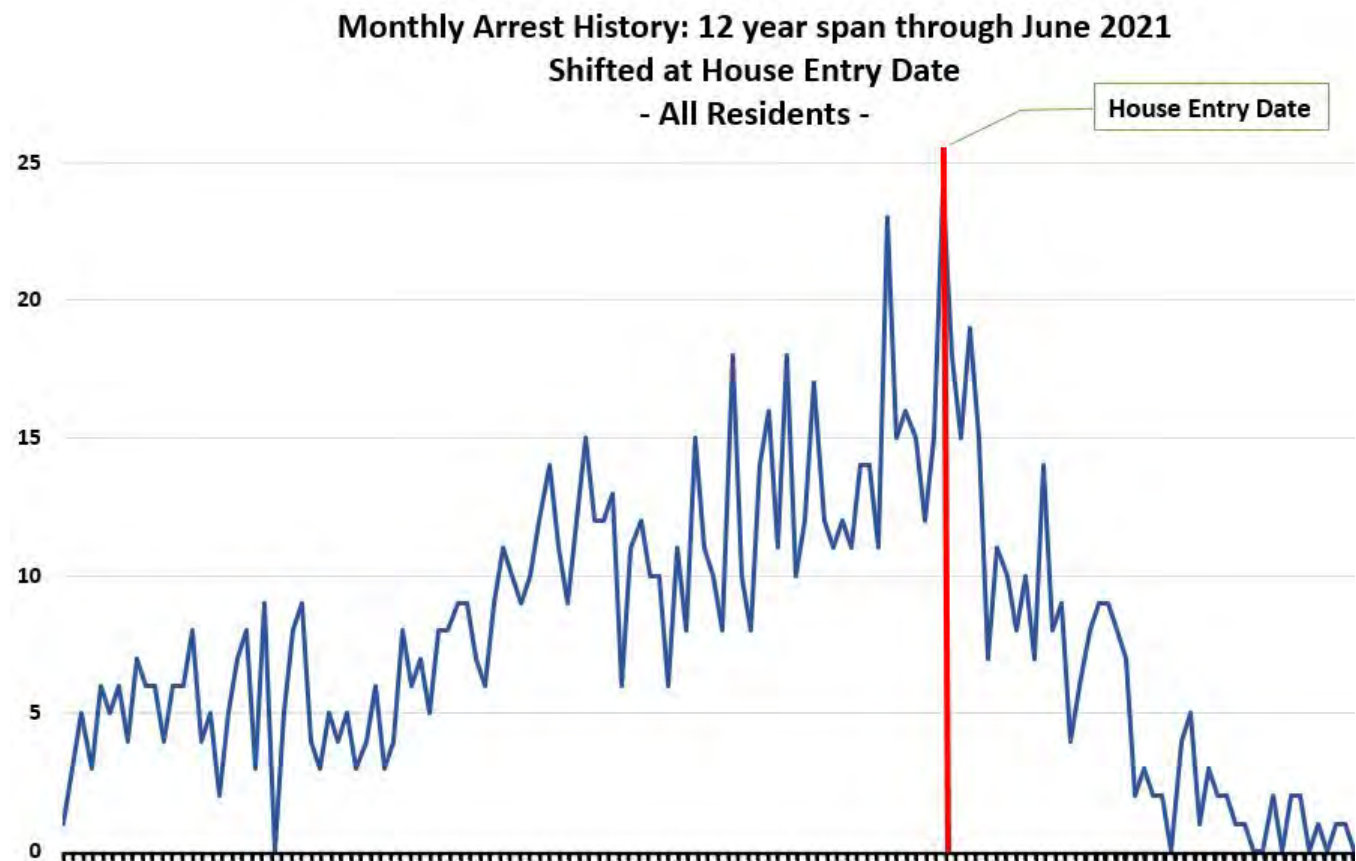
What is encouraging to see is that Wasco County is aligned with statewide trends in reduced prison use and recidivism. While these numbers have been artificially pushed down by COVID since 2020, the downward trends began earlier. These numbers over time are not only relatively flat but show that Wasco County's recidivism rates do not deviate far from either the Central/Eastern Region or Statewide rates.

Recidivism sources available through the Criminal Justice Center Dashboards:

<http://www.oregon.gov/cjc/data/Pages/recidivism.aspx>

Reducing Recidivism and Increasing Public Safety

One strong example of a program targeting recidivism reduction is our transitional services which include housing and peer mentors. This program has been functioning at full capacity since its inception. The majority of WCCC's transitional services are provided by Bridges To Change. This program has been running very smoothly since 2017 and continues to accomplish more than was initially expected. Arrest history of all housed residents has been mapped on the following graph:

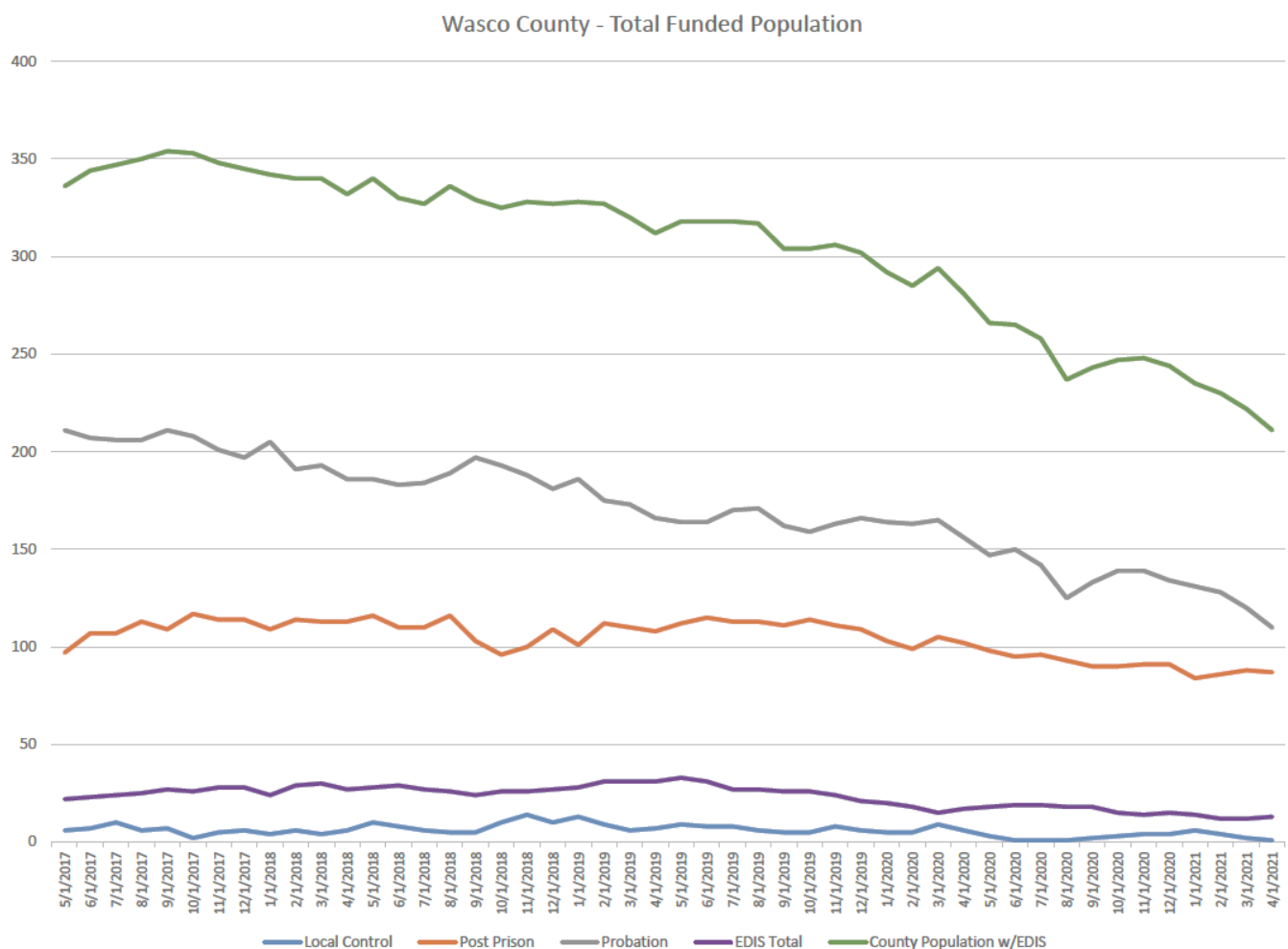


This graph tracks the number of arrests experienced by participants in the Bridges To Change housing program, month by month over the course of 12 years from 2009 through June of 2021. This includes not only program graduates but also individuals who departed early yet were impacted by the

program. All numbers are pivoted in time around the date at which they entered the program, indicated by the red line, with the earliest residents engaging over 4 years ago. The data shows a decrease in arrests upon entry into the program, followed by some arrest activity but at a solid reduction in overall numbers. This reduction cannot be pinned wholly on system response changes related to COVID, as the program-specific data was tracked for 3 years prior to COVID and arrests reduced correspondingly through these years as well. This graph indicates well the continued positive impact that this supervised housing program has provide to our community, largely due support from our Justice Reinvestment funding.

89 unique individuals have entered this house in Wasco County since it opened its doors in April of 2017. The house has remained largely at capacity throughout this time. We expect to continue seeing a high proportion of success from this program into the future and to sustain this program in the long term. In the midst of COVID, overall turnover and graduation rates decreased slightly due to residents staying for longer periods of time than average, but this program remains a solid backbone to the services offered by Wasco County Community Corrections.

At the same time, the overall size of Wasco County's caseload has gone down steadily:



The downward trend in Community Corrections caseloads and steady rate of discharges show that Community Corrections, our partners, and the justice system in general are working together to do very good things in Wasco County.

Client Engagement

- A Continuum of Sanctioning Options -

In accordance with practices exercised at WCCC, the ratio of rewards to sanctions has been determined to be correlative with the probability of client success. Wasco County balances rewards vs. sanctions with a supportive and goal-oriented approach to a client's being ultimately responsible for their decisions and outcomes. This information is based on the research paper Utilizing Behavioral Interventions to Improve Supervision Outcomes in Community-Based Corrections available at: <http://citeseerx.ist.psu.edu/viewdoc/download?doi=10.1.1.1029.4467&rep=rep1&type=pdf>

Figure 1 on page 398 of this paper:



Figure 1: Ratio of Rewards to Sanctions and the Predicted Probability of Intensive Supervision Program Success

Another reference that encapsulates the philosophy behind our sanctioning approach is a paper written collaboratively for Oregon DOC by a team of community justice stakeholders: The Effectiveness of Community-Based Sanctions in Reducing Recidivism available here: <https://drive.google.com/file/d/1Icqh46MQVPSnYZjdsDKyNrAVKorCRQzX>

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

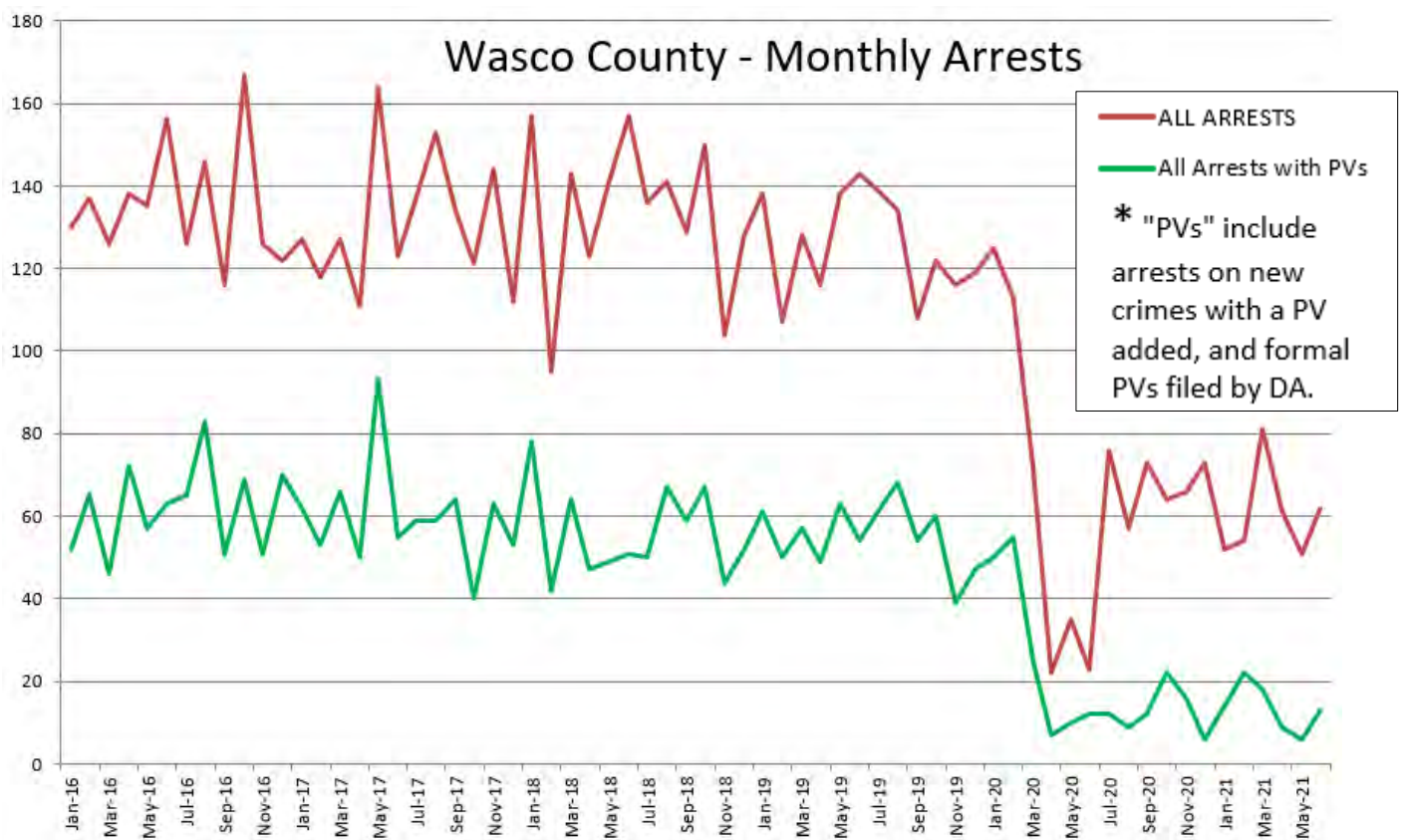
Some examples of non-jail sanctions used at WCCC include: in-office interventions, increased reporting schedules, increased urinary analysis screening, increased home or work visitation, written or verbal reprimands, curfews, zone restrictions, cognitive class referrals, work crew hours, and non-work crew tasks (door greeter duty, campus litter pickup, etc). In this biennium we plan on utilizing electronic

monitoring for home detention and regulating a client's allowed movement. Our POs ultimately use discretion based on their training and experience to select and apply the most effective sanction, and to try different approaches according to the resulting responsivity of the client.

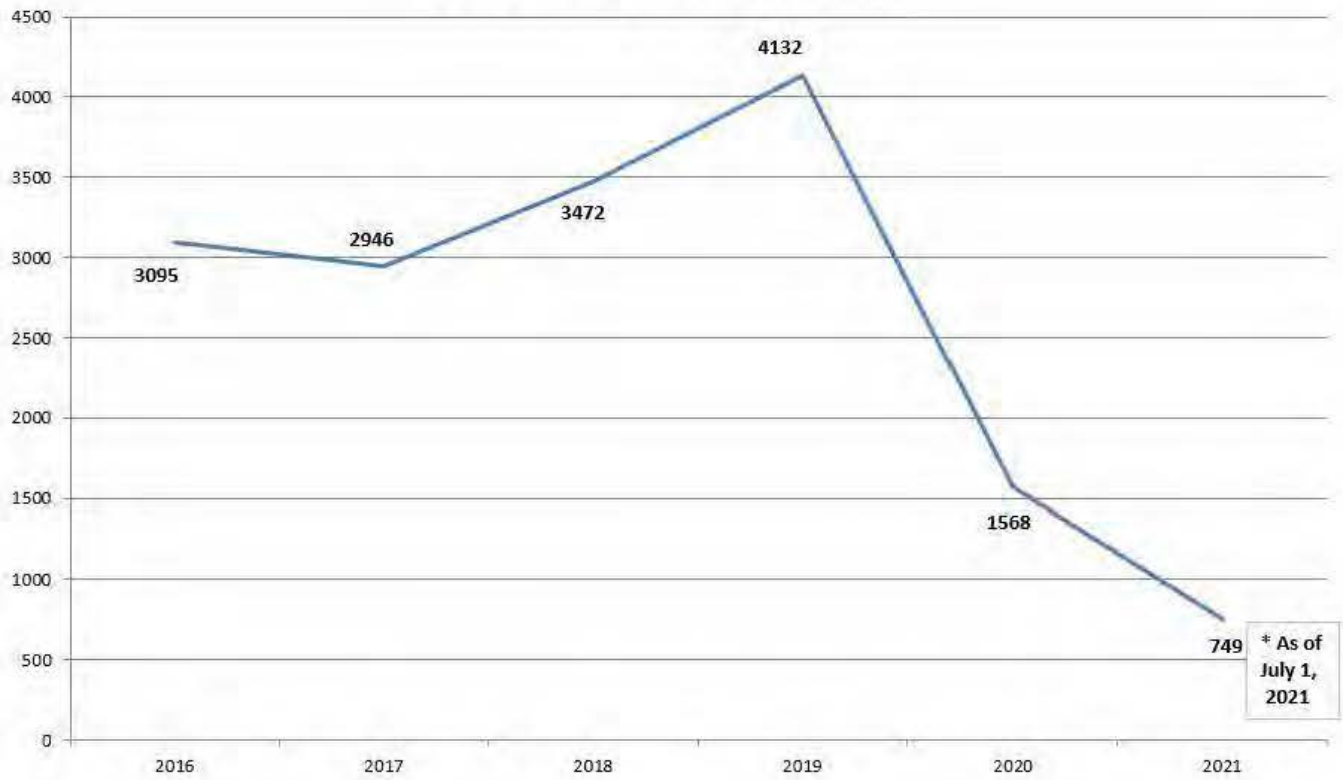
COVID Challenges

COVID challenges starting in the Spring of 2020 created complications for treatment access and service availability across the board. Our primary mental health and addictions treatment provider, Center For Living, has seen a reduction in staff as well. This has affected the engagement of all individuals on supervision. Additionally, our use of the jail has been restricted through this time with arrests being necessarily approved by the Sheriff and prioritized for more imminent community safety concerns. With some exceptions this has negatively impacted the short-and-swift sanctioning model utilized by our office generally, and in particular by clients in the Downward Departure Program. Our philosophy of applying short and swift sanctions for (comparatively) lower risk violations cannot compete with imminent community safety risks. Only our transitional services, including housing and peer mentors, remained largely functional and accessible throughout our responses to COVID.

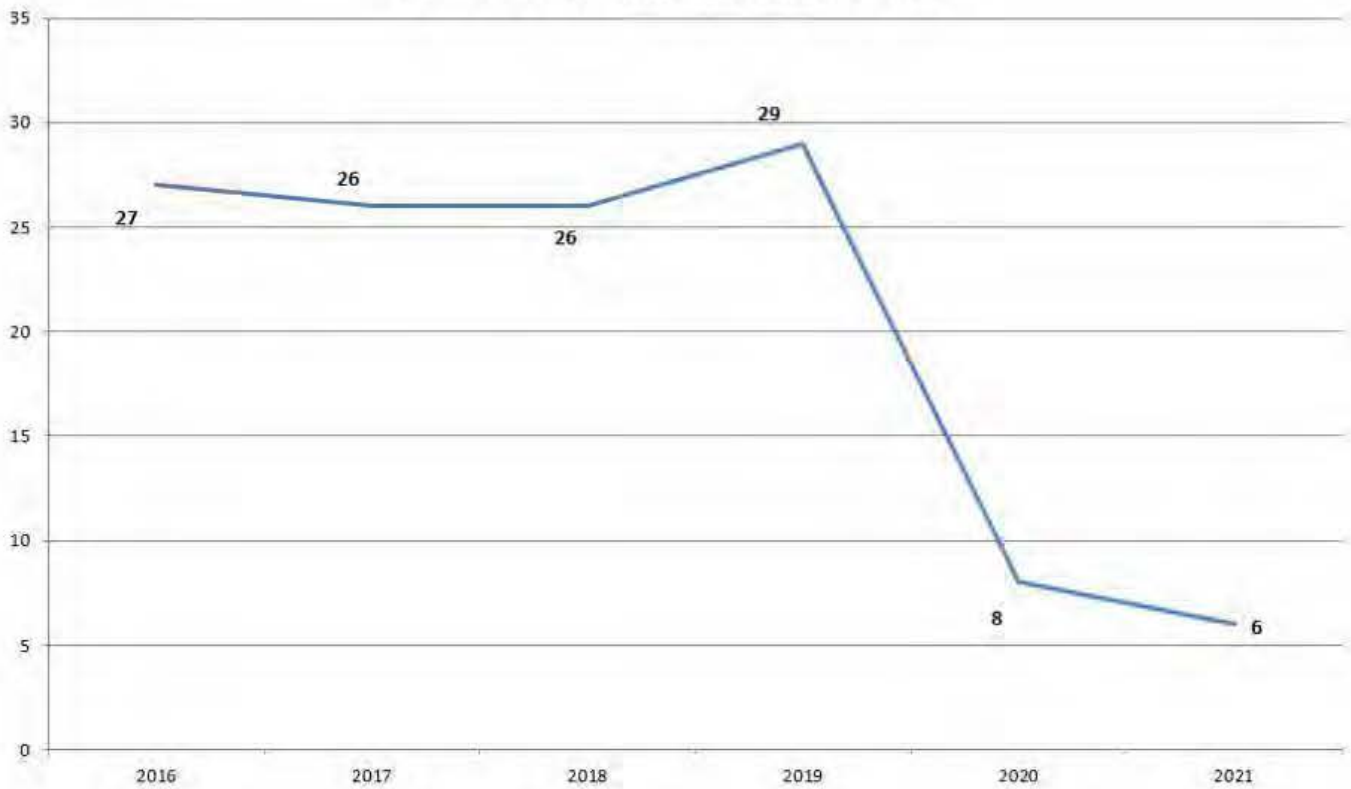
POs have engaged with clients as much as safely appropriate, taking into consideration our abilities to act upon violations as well. Contact standards surrounding COVID have now relaxed and a slow return to "normal" supervision efforts is in process, however due to current federal and State rules, COVID restrictions have not changed at specific locations, including jails, so we expect our arrest capabilities to require Sheriff preapproval for some time approaching 2022.



P&P Annual Jail Sanction Days

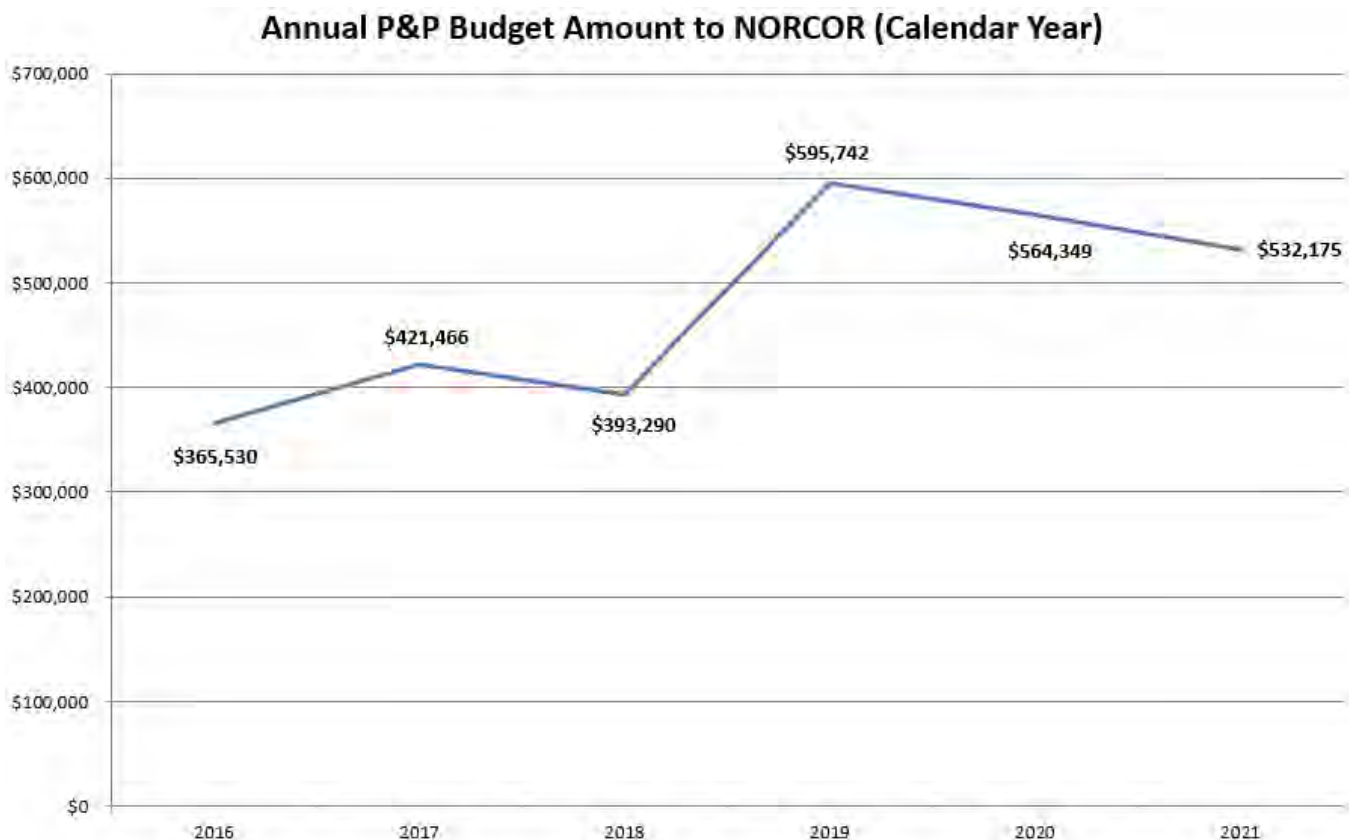


P&P Average Monthly Jail Beds Used



While jail is clearly not our go-to sanctioning response, a growing number of noncompliant individuals on supervision have run their course of non-jail sanctions. This includes increased reporting, UAs, work crew hours, and program referrals. Unfortunately, most individuals on supervision at this time somewhat expect to not be arrested for behaviors previously interrupted swiftly by a brief timeout in jail. This has been our office's biggest challenge since April 2020 and will not be alleviated until POs have autonomous discretion over arrest decisions. Community Corrections looks forward to regaining arrest decision authority but this may not occur until 2022.

Wasco County's budget formula allocating WCCC's State revenue to the jail has not changed. As a proportion of our Grant In Aid funding, it fluctuates proportionally according to the amount determined by the legislature to fund WCCC for personnel, materials, and services.



WCCC's funding of sanction beds applies to qualifying individuals on supervision according to ORS 423.478(2) giving us the authority to supervise, sanction, and provide services to offenders convicted of felonies or designated drug-related misdemeanors who are: on parole, on probation, on post-prison, sentenced to 12 months or less incarceration (Local Control), or those free on a conditional release (no longer in jail.) In short, the State's view on WCCC's Grant-in-Aid funding to the jail applies to individuals on supervision serving time on WCCC sanctions.

Dept. of Corrections estimates that one inmate costs about \$117 per day in prison:

<https://www.oregon.gov/doc/Documents/agency-quick-facts.pdf>

In this same document, the average cost to supervise an offender in the community is calculated to be \$12 per day. DOC's calculated "local control bed rate" e.g. the typical cost to fund a local jail bed is currently \$133 per day per individual. WCCC was in this ballpark until 2020.

P&P "Bed Rate" at NORCOR - Cost Per Day Per Offender



While these circumstances have affected WCCC's budgetary sustainability, we are nevertheless committed to maintain the best possible client engagement and behavior change as possible in the 2021-2023 biennium.

Partnerships and Collaboration

Helping to direct and reinforce WCCC's efforts is communication and planning with partners in the community who play various roles in Wasco County's justice system. There are several ways in which this is accomplished:

LPSCC: Local Public Safety Coordinating Council. Meets every other month. Coordinates local criminal justice policy among affected criminal justice entities, brings community-wide justice system issues up for discussion, shares ideas and presents data and solutions. Helps direct funding sources to targeted programs and services with a collaborative approach.

CJAC: Criminal Justice Advisory Committee. Meets every other month. Connects local judges and court staff, the DA, Sheriff, local OSP Lieutenant, Directors of Community Corrections and Youth Services, Jail Administrator, Oregon Judicial Department, and local Defense Bar. Works to discuss concerns in the criminal justice system, decision making processes and find solutions for achieving justice for offenders and victims. Recent discussions have covered courtroom safety, grant opportunities, work crew sentencing, and increasing swift & certain responses when sanctioning and sentencing.

DVC: Domestic Violence Council. Meets once a month. Shares best practices between key stakeholders of law enforcement, justice system, support services, victims and their families. Discusses specific domestic violence cases for best outcomes and debriefs on incidents to assist future decision making.

NORCOR CMM: Northern Oregon Regional Correctional Facility Case Management Meeting. Meets once a month. Community corrections, district attorneys, community health partners and mental health staff discuss AICs with behavioral health concerns. Increases collaboration between the jail and community corrections by supporting case management decision making, pre-release planning and by providing AIC management plans upon their release from custody when possible.

MINT: Mid-Columbia Interagency Narcotics Task Force. This team is comprised of detectives from The Dalles City Police, Hood River County Sheriff, Hood River City Police and Wasco County Sheriff. The team works narcotics investigations in Hood River and Wasco Counties and occasionally will assist in Sherman County. Community Corrections assists the MINT Team with warrant executions, identification, and collateral PV arrests.

Wasco County has a very active LPSCC which meets routinely six times a year on the 2nd Tuesday of even months. Attendance is consistently represented by a plurality of key stakeholders, most notably Youth Services, WCCC, Oregon Youth Authority, Sheriff's Office, City Police Department, Intertribal Enforcement, District Attorney's Office, Circuit Court Judges, Defense Bar, NORCOR, County Commissioners, Mid-Columbia Center For Living, PacificSource CCO, Public Health, and victims' services non-profit HAVEN.

These community partners have been supportive of WCCC's efforts and have assisted planning efforts for allocation of the grant funds to varying degrees. Discussions surrounding these funds and opportunities have occurred in a collaborative manner.

WCCC and our LPSCC work continually to maintain strong relationships with community partners: government, private and public nonprofit, and the broader public at large.



Wasco County Vision Statement

Pioneering Pathways to Prosperity

Wasco County Mission Statement

Partner with our citizens to proactively meet their needs and create opportunities

Wasco County Core Values

Embody the 100% Love Culture

Relationships are Primary

Do the right thing even when no one is watching



WCSO Vision Statement

The Wasco County Sheriff's Office is the primary law enforcement agency within Wasco County and provides a superior level of safety to the citizens of Wasco County. Additionally, the Sheriff's Office will provide superior and innovated services to the citizens of Wasco County

WCSO Mission Statement

To serve and protect persons and property and to maintain the peace and order within Wasco County

WCSO Core Values

Dedicated To Excellence

Provide Superior, Face to Face Service to the Citizens of Wasco County

Committed to Integrity, Teamwork, and Excellence

Financially Responsible

Relationships Are Primary



Community Corrections Vision Statement

As part of the Sheriff's Office we provide a superior level of safety and innovative face-to-face services to the citizens of Wasco County.

Community Corrections Mission Statement

To create a safer community and reduce criminal behavior and drug & alcohol addiction and abuse by promoting positive change in individuals through a combination of program services, supervision, and sanctions.

Community Corrections Core Values

- ★ Integrity
- ★ Teamwork
- ★ Excellence
- ★ Service
- ★ Relationships

Program Name:	Administration
Program Description:	Provides for the necessary resources and infrastructure of the department. Provides the equipment, training, facilities, and associated infrastructures, maintenance and expenses required to operate community corrections.
Program Category:	Administration
Program Objectives:	Enhance public safety by supporting all other programs outlined within this plan. The Administration program supports this plan's ability to comply with the outcome measures identified in Wasco County's Intergovernmental Agreement with the State of Oregon.
Method(s) of Evaluation:	CIS Data Warehouse CJC Dashboard recidivism data CPC Assessments State of Oregon outcome measure reports

Monthly Average to be Served: 200

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☒ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)

Funding Sources

<input checked="" type="checkbox"/> State Grant-In-Aid Fund	\$65,528
<input type="checkbox"/> DOC M57 Supplemental Fund	_____
<input type="checkbox"/> CJC Justice Reinvestment Grant	_____
<input type="checkbox"/> CJC Treatment Court Grant	_____
<input type="checkbox"/> County General Fund	_____
<input checked="" type="checkbox"/> Supervision Fees	\$115,504
<input checked="" type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP)	\$52,968
<input type="checkbox"/> Other Fees (revenue)	_____
<input type="checkbox"/> Other State or Federal Grant	_____
Other: Please Identify	
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Additional Comments:

Program Name:	Supervision
Program Description:	All associated functions and tasks related to monitoring and supervising individuals placed on probation, post-prison, and parole. Funds the office staffing to track and monitor programming, treatment and sentences. Officers oversee compliance to conditions and address criminogenic needs. Offenders are held accountable for their actions through a continuum of both structured jail sanctions and non-jail sanctions, including work crew hours, increased reporting, UAs or home visits, and cog program referrals. Reporting and partnerships include the Courts, DOC, BOPPP, DA, and local law enforcement.
Program Category:	Supervision
Program Objectives:	Enhance public safety, reduce recidivism, and increase offender rehabilitation.
Method(s) of Evaluation:	CIS Data Warehouse CJC Dashboard recidivism data CPC Assessments State of Oregon outcome measure reports

Monthly Average to be Served: 200

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☒ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)

Funding Sources

- ☒ State Grant-In-Aid Fund \$1,379,000
☐ DOC M57 Supplemental Fund
☐ CJC Justice Reinvestment Grant
☐ CJC Treatment Court Grant
☐ County General Fund
☐ Supervision Fees
☐ Biennial Carryover (GIA, M57, FSAPP)
☐ Other Fees (revenue)
☐ Other State or Federal Grant
 Other: Please Identify
☐
☐

Additional Comments: Downward Departure Program (DDP) funded by JRI Supplemental, is intended to cover costs for DDP PO staff.

Revised: 8/2/2021

Program Name:	NORCOR Custodial Sanction Beds
Program Description:	Provides access to jail beds at NORCOR for both supervised offenders serving sanctions as well as 1145 inmates serving a Local Control sentence.
Program Category:	Custodial/Sanction Beds
Program Objectives:	Increase public safety by removing active risk from the community according to structured sanctioning practices. Short and swift sanctions are also used as a rehabilitative tool.
Method(s) of Evaluation:	NORCOR Recidivism data State of Oregon outcome measure reports

Monthly Average to be Served: 7

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☒ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)

Funding Sources

- ☒ State Grant-In-Aid Fund \$1,000,000
☐ DOC M57 Supplemental Fund
☐ CJC Justice Reinvestment Grant
☐ CJC Treatment Court Grant
☐ County General Fund
☐ Supervision Fees
☐ Biennial Carryover (GIA, M57, FSAPP)
☐ Other Fees (revenue)
☐ Other State or Federal Grant
 Other: Please Identify
☐
☐
☐

Additional Comments: Sanction bed costs are based on year 2020 and 2021 data, tracking Community Corrections' use of qualifying jail beds: an average of 7 active P&P jail beds used per month with an average of 3,066 jail bed days used per year. Assuming similar jail use, 1,533 jail days used per year at an estimated cost of \$500,000 per year equates to a bed rate of \$326 going into the 2021-2023 biennium. Community Corrections will continue efforts to increase the use of non-jail sanctions and preemptive jail diversion efforts through service engagement.

Program Name:	Transition Services
Program Description:	Clean and sober housing in the community that is dedicated to supervised offenders. Attached services include peer mentoring to facilitate offenders' daily progress.
Program Category:	Transition Services
Program Objectives:	Enhance public safety and reduce recidivism by enhancing offenders' opportunities for success within the community. Goals for residents include compliance with supervision, remaining clean and sober, completing required classes and treatment, attaining employment, establishing a budget and successfully graduating from the housing program into an independent living situation.
Method(s) of Evaluation:	CIS Data Warehouse CJC Dashboard recidivism data NORCOR arrest data collection

Monthly Average to be Served: 13

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☐ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☒ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)
Bridges To Change	Transitional Services	M57 - \$65,269; JRI - \$130,679
WINGS	Transitional Services	M57 - \$51,283; JRI - \$102,676

Funding Sources

<input type="checkbox"/> State Grant-In-Aid Fund	
<input checked="" type="checkbox"/> DOC M57 Supplemental Fund	\$115,647
<input checked="" type="checkbox"/> CJC Justice Reinvestment Grant	\$233,355
<input type="checkbox"/> CJC Treatment Court Grant	
<input type="checkbox"/> County General Fund	
<input checked="" type="checkbox"/> Supervision Fees	\$10,093
<input checked="" type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP)	\$905
<input type="checkbox"/> Other Fees (revenue)	
<input type="checkbox"/> Other State or Federal Grant	
Other: Please Identify	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

Additional Comments:

Program Name:	Sex Offender Services
Program Description:	Provides subsidized access to evaluations, polygraphs, and appropriate programming for qualifying offenders.
Program Category:	Behavioral Health Tx Services - Sex Offender Tx
Program Objectives:	Enhance public safety and reduce recidivism by addressing treatment needs for offenders with criminogenic risks for sex offenses. Hold offenders accountable and attempt to reduce incidence of sex crimes. Provide assistance to victims of sex crimes.
Method(s) of Evaluation:	CIS Data Warehouse CPC Assessment State of Oregon outcome measure reports

Monthly Average to be Served: 15

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☐ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☒ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>
Steve Seeley, LLC	Sex Offender Treatment	GIA - \$30,000
Therapeutic Solutions	Sex Offender Treatment	GIA - \$1,000

Funding Sources

- ☒ State Grant-In-Aid Fund \$36,000
☐ DOC M57 Supplemental Fund
☐ CJC Justice Reinvestment Grant
☐ CJC Treatment Court Grant
☐ County General Fund
☐ Supervision Fees
☐ Biennial Carryover (GIA, M57, FSAPP)
☐ Other Fees (revenue)
☐ Other State or Federal Grant
 Other: Please Identify
☐
☐
☐

Additional Comments:

Program Name:	Domestic Violence Services
Program Description:	Provides subsidized access to evaluations and appropriate programming for qualifying offenders.
Program Category:	Behavioral Health Tx Services - BIP
Program Objectives:	Enhance public safety and reduce recidivism by addressing treatment needs for offenders with criminogenic risks for domestic violence. Hold offenders accountable and attempt to reduce incidence of family violence. Provide assistance to victims of domestic violence.
Method(s) of Evaluation:	CIS Data Warehouse CPC Assessments State of Oregon outcome measure reports

Monthly Average to be Served: 20

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☐ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☒ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>
Therapeutic Solutions, Inc.	Domestic Violence Class	GIA - \$4,000
New Horizons	Domestic Violence Class	GIA - \$4,000

Funding Sources

- ☒ State Grant-In-Aid Fund \$8,000
☐ DOC M57 Supplemental Fund
☐ CJC Justice Reinvestment Grant
☐ CJC Treatment Court Grant
☐ County General Fund
☐ Supervision Fees
☐ Biennial Carryover (GIA, M57, FSAPP)
☐ Other Fees (revenue)
☐ Other State or Federal Grant
 Other: Please Identify
☐
☐
☐

Additional Comments:

Program Name:	Cognitive Programming
Program Description:	Provides subsidized access to evaluations and appropriate programming for qualifying offenders.
Program Category:	Behavioral Health Tx Services - CBT
Program Objectives:	Evidence-based cognitive behavioral programming using a variety of MRT-based curriculum that target different criminogenic needs. Classes include material focused on one or more of the following topics: criminal thinking, trauma, domestic violence, sex offenses, property & identity theft, anger management, employment motivation, and aftercare/maintenance. Classes occur both inside NORCOR with inmates on supervision as well as in the community upon release for wraparound service.
Method(s) of Evaluation:	CPC Assessment State of Oregon outcome measure reports Consultation with facilitator and staff

Monthly Average to be Served: 30

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☐ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☐ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)
Ron Webber	Cognitive Programming	GIA - \$36,000

Funding Sources

<input checked="" type="checkbox"/> State Grant-In-Aid Fund	\$36,000
<input type="checkbox"/> DOC M57 Supplemental Fund	
<input type="checkbox"/> CJC Justice Reinvestment Grant	
<input type="checkbox"/> CJC Treatment Court Grant	
<input type="checkbox"/> County General Fund	
<input type="checkbox"/> Supervision Fees	
<input type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP)	
<input type="checkbox"/> Other Fees (revenue)	
<input type="checkbox"/> Other State or Federal Grant	
Other: Please Identify	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

Additional Comments:

Program Name:	Community Service and Work Crew
Program Description:	Work crew program managed by a work crew supervisor, completing various projects for local communities, namely the City of The Dalles and Wasco County.
Program Category:	Community Service and Work Crew
Program Objectives:	Create options of accountability for adult offenders required to complete work crew days, community service hours, or PO-sanctioned work time in-lieu of jail.
Method(s) of Evaluation:	Completion of work crew projects and contracts Consultation with Work Crew Supervisor

Monthly Average to be Served: 30

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☐ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☒ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)

Funding Sources

- ☐ State Grant-In-Aid Fund
☐ DOC M57 Supplemental Fund
☐ CJC Justice Reinvestment Grant
☐ CJC Treatment Court Grant
☐ County General Fund
☐ Supervision Fees
☐ Biennial Carryover (GIA, M57, FSAPP)
☐ Other Fees (revenue)
☐ Other State or Federal Grant

Other: Please Identify

- ☒ Work Crew Project Contracts \$126,312
☐
☐

Additional Comments:

Program Name:	NORCOR Recidivism Reduction Programs
Program Description:	Provides case management services for offender reentry and transition back into the community. Provides evidence-based cognitive programming within the NORCOR Regional Jail as part of the recidivism reduction program.
Program Category:	Other Programs and Services
Program Objectives:	Enhance public safety by enhancing offender rehabilitation, reducing recidivism and assisting offenders to better integrate back into the community following custody.
Method(s) of Evaluation:	NORCOR internal recidivism statistic tracking: Treatment Groups and Control Groups are followed to check for recidivism at 30, 60, 90, 120 days, 6 months, 1 year and 3 years. Recidivism being defined as any return to custody, including new misdemeanor or felony charges and any violations of supervision.

Monthly Average to be Served: 30

Type of Offender(s) Served:

- ☒ Probation
☒ Parole/Post-Prison
☒ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☐ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>
NORCOR Staff	NORCOR Treatment Progs.	JRI - \$100,000

Funding Sources

<input type="checkbox"/> State Grant-In-Aid Fund	_____
<input type="checkbox"/> DOC M57 Supplemental Fund	_____
<input checked="" type="checkbox"/> CJC Justice Reinvestment Grant	\$100,000
<input type="checkbox"/> CJC Treatment Court Grant	_____
<input type="checkbox"/> County General Fund	_____
<input type="checkbox"/> Supervision Fees	_____
<input type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP)	_____
<input type="checkbox"/> Other Fees (revenue)	_____
<input type="checkbox"/> Other State or Federal Grant	_____
Other: Please Identify	
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Additional Comments:

Program Name:	Specialty Court Incentives
Program Description:	Provide incentives to mothers making progress and being successfully engaged with Wasco County's Specialty Courts.
Program Category:	Other Programs and Services
Program Objectives:	Incentives defendants to remain engaged with court and to complete program requirements.
Method(s) of Evaluation:	Specialty Court graduation numbers tracking

Monthly Average to be Served: 10

Type of Offender(s) Served:

- ☒ Probation
☐ Parole/Post-Prison
☐ Local Control

Crime Category:

- ☒ Felony
☒ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☐ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)

Funding Sources

- | | |
|--|---------|
| <input type="checkbox"/> State Grant-In-Aid Fund | _____ |
| <input type="checkbox"/> DOC M57 Supplemental Fund | _____ |
| <input checked="" type="checkbox"/> CJC Justice Reinvestment Grant | \$1,200 |
| <input type="checkbox"/> CJC Treatment Court Grant | _____ |
| <input type="checkbox"/> County General Fund | _____ |
| <input type="checkbox"/> Supervision Fees | _____ |
| <input type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP) | _____ |
| <input type="checkbox"/> Other Fees (revenue) | _____ |
| <input type="checkbox"/> Other State or Federal Grant | _____ |
| Other: Please Identify | |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |

Additional Comments:

Program Name:	Justice Reinvestment Grant's 10% Victims Services - HAVEN
Program Description:	HAVEN is a local nonprofit providing services to survivors of domestic/dating violence, sexual assault, human trafficking and stalking.
Program Category:	Other Programs and Services
Program Objectives:	With the goal of making victims of these crimes self-sufficient, this funding will cover a part-time Bilingual Housing Advocate position who will provide case management services to survivors of these crimes. Funding will also support a multi-disciplinary training on implementing the Safe & Together Model for managing domestic incidents.
Method(s) of Evaluation:	JRI Grant's annual Victim's Services Report

Monthly Average to be Served: 20

Type of Offender(s) Served:

- ☐ Probation
☐ Parole/Post-Prison
☐ Local Control

Crime Category:

- ☐ Felony
☐ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☐ High
☐ Medium
☐ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)

Funding Sources

<input type="checkbox"/> State Grant-In-Aid Fund	_____
<input type="checkbox"/> DOC M57 Supplemental Fund	_____
<input checked="" type="checkbox"/> CJC Justice Reinvestment Grant	\$38,455
<input type="checkbox"/> CJC Treatment Court Grant	_____
<input type="checkbox"/> County General Fund	_____
<input type="checkbox"/> Supervision Fees	_____
<input type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP)	_____
<input type="checkbox"/> Other Fees (revenue)	_____
<input type="checkbox"/> Other State or Federal Grant	_____
Other: Please Identify	
<input checked="" type="checkbox"/> CJC Justice Reinv. Supplemental	\$15,966
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Additional Comments: JRI Supplemental Grant amount is unconfirmed and not yet awarded.

Program Name:	Wasco County Downward Departure Program
Program Description:	In accordance with the requirements of the JRI Supplemental Grant, this is a collaboration between Community Corrections and the Wasco District Attorney's office. Individuals accused of qualifying crimes will be assessed for risk and compliance with supervision. Qualifying individuals will be placed on a specific DDP caseload consisting of intensive supervision in-lieu of a prison sentence.
Program Category:	Other Programs and Services
Program Objectives:	The Downward Departure Program intends to properly identify individuals that will succeed on community supervision and provide all available resources to support this success. Consequently, presumptive prison sentences will be diverted from prison and help decrease the burden to the prison system.
Method(s) of Evaluation:	Outcomes on compliance and completion of supervision, and recidivism rates of DDP offenders, will be compared to average Community Corrections offender outcomes. Total amount of diverted prison time will be tracked.

Monthly Average to be Served: 4

Type of Offender(s) Served:

- ☒ Probation
☐ Parole/Post-Prison
☐ Local Control

Crime Category:

- ☒ Felony
☐ Misdemeanor

Gender:

- ☒ Male
☒ Female

Risk Level:

- ☒ High
☒ Medium
☐ Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type (ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)	What, if any, state dollars are budgeted to the program and how much to each fund? (ie., GIA-\$25,000; M57-\$5000)

Funding Sources

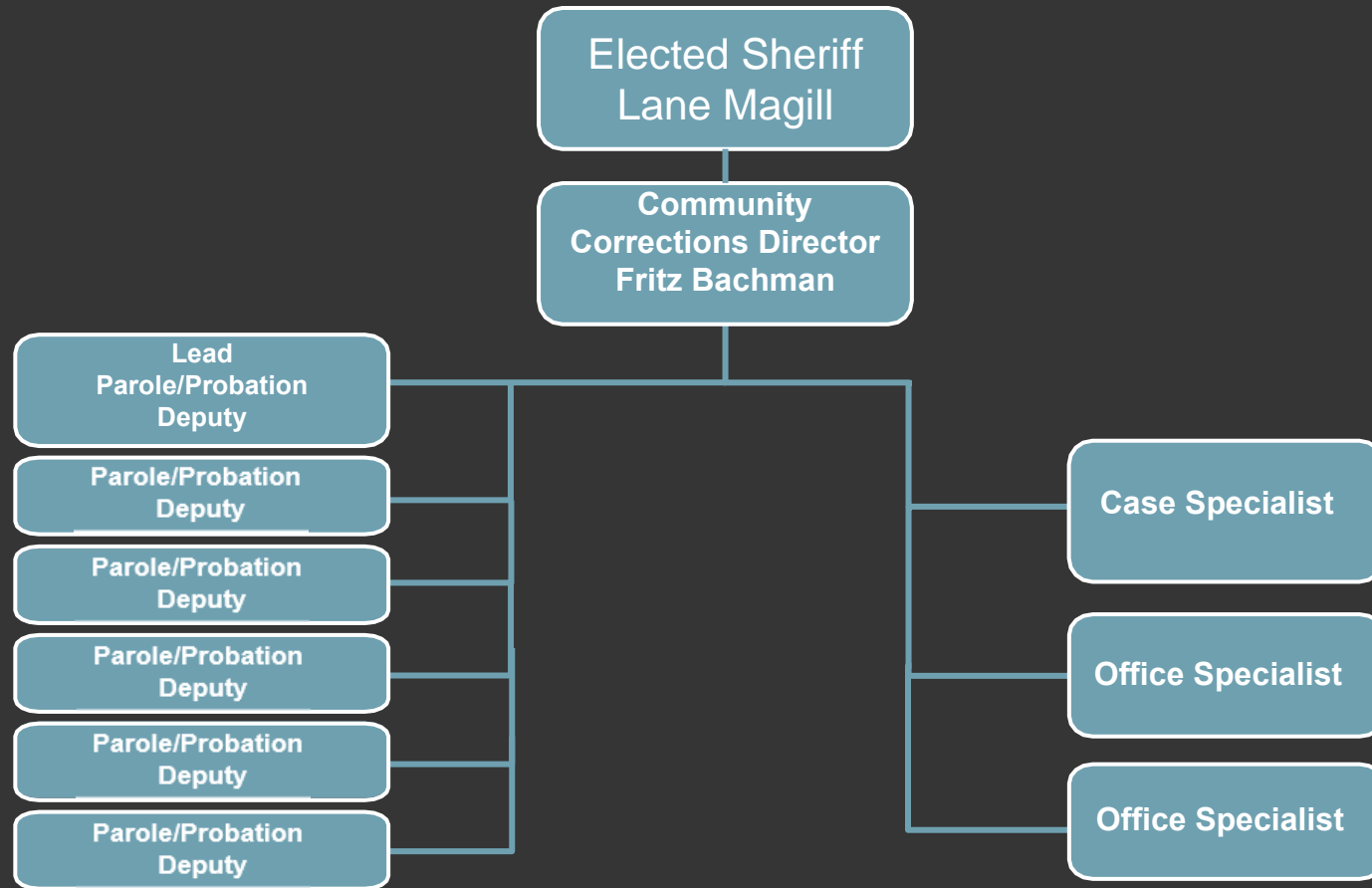
<input type="checkbox"/> State Grant-In-Aid Fund	_____
<input type="checkbox"/> DOC M57 Supplemental Fund	_____
<input type="checkbox"/> CJC Justice Reinvestment Grant	_____
<input type="checkbox"/> CJC Treatment Court Grant	_____
<input type="checkbox"/> County General Fund	_____
<input type="checkbox"/> Supervision Fees	_____
<input type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP)	_____
<input type="checkbox"/> Other Fees (revenue)	_____
<input type="checkbox"/> Other State or Federal Grant	_____
Other: Please Identify	
<input checked="" type="checkbox"/> CJC Justice Reinv. Supplemental	\$170,000.00
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Additional Comments: JRI Supplemental Grant amount is unconfirmed and not yet awarded.

Wasco County
2021-2023 Community Corrections Budget Summary

Program Name	Grant in Aid Fund	All Other Funds and Fees	Total
Administration	\$65,528	\$168,472	\$234,000
Supervision	\$1,379,000	\$0	\$1,379,000
NORCOR Custodial Sanction Beds	\$1,000,000	\$0	\$1,000,000
Transitional Services	\$0	\$360,000	\$360,000
Sex Offender Services	\$36,000	\$0	\$36,000
Domestic Violence Services	\$8,000	\$0	\$8,000
Cognitive Programming	\$36,000	\$0	\$36,000
Work Crew	\$0	\$126,312	\$126,312
NORCOR Recidivism Programs	\$0	\$100,000	\$100,000
Specialty Court Incentives	\$0	\$1,200	\$1,200
JRI Victims Services	\$0	\$54,421	\$54,421
Wasco Downward Departure Program	\$0	\$170,000	\$170,000
Fund Total	\$2,524,528	\$980,405	\$3,504,933

Wasco County Community Corrections





YOUTH SERVICES

202 East Fifth Street • The Dalles, OR 97058
p: [541] 506-2660 • f: [541] 506-2661 • www.co.wasco.or.us

Pioneering pathways to prosperity.

August 13, 2021

Criminal Justice Commission
885 Summer Street, NE
Salem, OR 97301

RE: Wasco County Biennial Community Corrections Plan

Dear Member of the Criminal Justice Commission,

On August 3, 2021 the Wasco County Local Public Safety Coordinating Council met and reviewed the upcoming Grant-in-Aid application for Wasco County Community Corrections.

Following the review of the plan the LPSCC unanimously voted to support the submission of the plan to the Criminal Justice Commission for full funding. The Wasco County LPSCC is recommending to the Wasco County Board of Commissioners to approve and submit the plan for the 2021-2023 biennium.

The Wasco County LPSCC continues to be committed to the ongoing work to improve the justice system response for public safety and reformation.

Sincerely,

Molly Rogers, MJM
Chair,
Wasco County LPSCC



BOARD OF COUNTY COMMISSIONERS

511 Washington Street, Ste 302 • The Dalles, OR 97058
p: [541] 506-2520 • f: [541] 506-2551 • www.co.wasco.or.us

Pioneering pathways to prosperity.

August 18, 2021

Jeremiah Stromberg
DOC Community Corrections
2575 Center Street NE
Salem, OR 97301-4667

RE: Letter of Support – Board of Wasco County Commissioners

On August 3rd, 2021 the Wasco County Local Public Safety Coordinating Council (LPSCC) reviewed the 2021-2023 Biennial Plan for Community Corrections. The LPSCC voted unanimously to recommend support for approval by the Board of County Commissioners.

We, the below signing Board of Wasco County Commissioners, support this plan as prepared and approved by Wasco County Community Corrections and the Wasco County LPSCC.

Sincerely,
Wasco County Board of Commissioners

Scott C. Hege, Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner

Application: Wasco County

Fritz Bachman - fritz.j.bachman@cc.doc.state.or.us
Justice Reinvestment (JRI) 21-23

Summary

ID: 0000000022

Last submitted: May 14 2021 01:40 PM (PDT)

Cover Sheet

Completed - Apr 9 2021

Cover Sheet

County

Wasco

Local Public Safety Coordinating Council (LPSCC) Chair Contact

Name:	Molly Rogers
E-mail:	mollyr@co.wasco.or.us
Phone:	541-506-2667

Primary Applicant Contact

Name:	Fritz Bachman
Organization:	Wasco County Community Corrections
Title:	Community Corrections Director
Address:	421 East 7th St, Annex B
City:	The Dalles
Zip:	97058
E-mail:	fritz.j.bachman@cc.doc.state.or.us
Phone:	541-506-2574

Fiscal Contact

Name:	Mike Middleton
Legal Name of Organization for Payment:	Wasco County Community Corrections
State EIN:	936002315
Payment Remittance Address:	421 East 7th St
City:	The Dalles
Zip:	97058
E-mail:	mikem@co.wasco.or.us
Phone:	541-506-2770

Would you like ACH payment processing (direct deposit)?

No

Evaluation Plan

Indicate how your LPSCC intends to meet the evaluation portion of your proposal. Note: the application for the Evaluation Plan will be due August 25th.

Remit 3% of awarded funds to the CJC's statewide evaluation budget.

2021-23 Supplemental Grant

In 2017, HB 3078 created a competitive grant to support downward departure prison diversion programs. In the 2021- 23 biennium it is expected that targeted funding will be available. These funds are limited to positions and training that directly support downward departure prison diversion programs.

Would you like to apply for this optional grant?

Note: the application for the Supplemental Grant will be due August 25th.

Yes

Identification of Gaps in Local Criminal Justice System

Completed - Apr 27 2021

Identification of Gaps in Local Criminal Justice System

County: Wasco

What gaps presently exist in your local criminal justice system?

In a perfect world, where funding is not a constraint, how would your criminal justice system change? What are the existing gaps present in your local criminal justice system would you fill? **Please include programs currently funded by the Justice Reinvestment Grant as gaps.**

Your answer should be presented in a way that is readable to an interested member of the public. The answers should also help stakeholders such as administrators, staff, evaluators, funding agencies, advocacy groups, citizens, and elected officials understand and communicate about the program.

Answers to all four questions in this section on justice system gaps and access inequity were presented to our LPSCC and responses collected.

Current existing gaps and identified identified concerns were as follows:

- Recent data shows a higher # of incarcerations for drug use and mental health Statewide. There is a lack of non-jail destinations for individuals not stabilized.
- Correspondingly, we need more local programs to refer individuals into once released from jail.
- Our county has limited access to low-barrier residential treatment services and transitional housing.
- The criminal justice system would greatly benefit from a Mental Health Court with consequences for behavior, and behavioral/mental health programs available to support this.
- Staff at the jail is needed to find community supports for release planning into the community. A mental health clinician and a case manager covering 7 days a week would be needed to make these connections.
- When tribal jurisdiction and applicable tribal law exists, prosecutions should be transferred to tribal justice no matter who the arresting agency is (excluding felony crimes). Increased collaboration between the DA and Tribal Prosecutors is needed.

What changes to your local criminal justice system need to be made to be able to reduce prison usage of nonviolent offenders?

List all changes that may be efficacious. Remember, this is an exercise where money is not a constraint.

- Adequate mental health and behavioral health services for courts are necessary to order treatment and compel defendants to complete.
- Additionally, safe and sanitary housing and residential treatment available when court ordered.
- Ability for judges to sanction individuals to community resourced programs.
- Need to implement restorative justice practices, and reduce/eliminate probation revocations for technical violations (failure to report, PCS violations, treatment resistance).
- Implement a mental health court.

What changes need to be made to reduce the county's recidivism?

List all changes that may be efficacious. Remember, this is an exercise where money is not a constraint.

- Establish a crisis resolution center with supported housing for those needing long term stabilization.
- Local residential treatment for drugs and alcohol, also with sober housing to transition to such as a Bridges to Change house (available to anyone whether on supervision or not.)
- Poverty continues to prohibit prevention and recidivism statewide.
- Provide full time case management and mental health clinician in the jail.
- Restorative services focusing on victim/community reparation. This would include mediation, supported employment, supported housing, and low-barrier services.
- There is a high number of individuals lodged in jail with behavioral/mental health issues. We are working on establishing a regional stabilization center, The Columbia Gorge Resolution Center, for individuals with co-occurring disorders, and these enhanced services will help both divert from jail and reduce further recidivism.
- While several programs begin in jail there are few local service providers to refer them to for continued progress. Referrals to a community provider with equivalent curriculum would continue forward on programming that was started within jail.
- A justice system that authorized sanctioning individuals to a treatment provider in-lieu of jail would encourage rehabilitation for some resistant individuals with addiction.

What gaps exist within your county's population that result in inequitable access to established or developing programs or services offered?

Consult the [Race, Ethnic, and Gender Dashboard](#) as a resource.

- We do not always actively analyze data, so this question can rely on anecdotes or be influenced by both implicit and explicit bias. Making sure we're seeing looking at the data consistently is important.
- Some racial disparity can be inferred from our justice-involved demographic data, which is described in further detail in the Underserved Communities section of this application.
- There is a lack of access to many services for juveniles.
- Many individuals need assistance establishing insurance, a primary care provider, dental care, public transportation, and other benefits connections.
- Local Native Americans have fewer opportunities to receive help. Specific outreach to these communities is needed.
- Two big obstacles are transportation and available funding. Many individuals do not have the ability or means to get to treatment.
- Child care can be an additional burden on females getting access to services.
- While this is a hot button topic, some of us have not observed access issues in specific populations. On many occasions we do see existing efforts being made to target and serve these populations well in our communities.

Evaluation of Successes and Challenges to Local Justice Reinvestment Initiative

Completed - Apr 19 2021

Evaluation of Successes and Challenges to Local Justice Reinvestment Initiative

County: Wasco

Is the County experiencing a reduction in prison usage of nonviolent offenders?

Please consult the JRI Grant Snapshot for the latest information:

<https://www.oregon.gov/CJC/SAC/Pages/snapshot.aspx>

Yes

Is the County experiencing a reduction in recidivism?

Please consult the JRI Grant Snapshot for the latest information:

<https://www.oregon.gov/CJC/SAC/Pages/snapshot.aspx>

Yes

Please explain in detail how the Covid-19 pandemic may have or will affect execution of your Justice Reinvestment Program in your county.

In the Spring of 2020, many programs and new intakes to housing were put on hold until standards for managing precautions were put into place. NORCOR programs and our transitional services, including housing, are now adept at handling these precautions and resumed operation mid-2020. In 2021 and going forward, presuming no additional complications to contagion, all funded JRI programs are capable at running at nearly full pre-COVID capacity with proper safety protocols in place.

Inclusion of Input of Historically Underserved Communities and Community Partners

Completed - May 14 2021

Inclusion of Input of Historically Underserved Communities and Community Partners

County: Wasco

How do you intend to include the input of historically underserved communities and

community partners in the development of the Final Application for Justice Reinvestment?

To address these needs accurately it is important to look at the data describing our population and their system interactions. Wasco County's justice-involved individuals are largely representative of our local demographics, including minority communities. A graph of these numbers are available at the following link:

https://drive.google.com/file/d/1_N10AFvwNwcAGzzkO1Q-vp99qtaUWHuw

When evaluating communities which may be underserved, we can infer some systemic outcomes from this graph:

- In the Native American population (4% of the Wasco County population) the numbers would appear to have a fairly small range among the different system outcomes. However we can see that while citations have a lower number (3%) our county's corresponding jail bookings are higher, at 6%. This might indicate that a higher proportion of law enforcement contacts with this population result in jail, as compared to the White population whose citation numbers are at 82% but with jail bookings lower at 77%.
- Similarly, the Hispanic community at 19% of the population have a low citation percentage (6%) compared to a higher proportion of jail bookings (10%). For a variety of reasons, including socioeconomic, jail diversion may not be happening in the same way for minority communities.
- Additionally, there is a small but significant proportion of individuals cited (7%) and booked to jail (5%) for whom we do not have racial data, marked as "Other/Unknown". Consistent data collection during these interactions would likely affect our statistics for minority populations.

Our Native American Community

In 1938 and 1957 respectively, the Bonneville Dam and The Dalles Dam were built on the Columbia River by the U.S. Army Corps of Engineers. Today there are more than 60 dams in the Columbia River watershed. While this brought much economic and environmental stability to our region, it flooded Native villages and treaty-guaranteed fishing sites such as Celilo Falls, and affected the economic, cultural, and spiritual livelihood of thousands of people. The dams also affected fish migration and salmon spawning. In addition to this drastic change, longtime cultural differences created prejudice between the predominantly white and Native populations.

Our Hispanic Community

Agricultural employment in Wasco County is predominantly driven by the cherry orchards who employ large numbers of seasonal workers. A 2018 study by the Oregon State University Extension Service estimated 7,483 migrant workers coming to Wasco County for work. These are predominantly Hispanic workers. Data from a 2018 study conducted by the American Community Survey shows that Wasco County has the 7th highest population of Hispanic or Latino residents of all counties in Oregon, and that this resident population is 5% higher than the State's average. This population faces challenges related to language fluency, housing options, and the short-term nature of residency as the available work follows the growing season.

Our LGBTQIA+ Community

Regarding the LGBTQIA+ community, we are aware of three individuals on Wasco supervision who openly identify as such. Their stories are personal and unique but they are comfortable engaging with our office knowing they will be treated with respect. At this time we are not aware of a larger, defined community with which to engage, and the individuals we supervise have not indicated such.

In situations where Community Corrections is aware of potential alternative sexual identity, we acknowledged an individual's legal name but asked to confirm any preferred name. We refer to them according to their preferred name as well as alternate pronouns if disclosed as being different. If the client is required to attend programs or classes, we ask their preference and any concerns regarding which class to attend, as classes are currently separated by binary sex for practicality and safety. We notify the class facilitator of the particular client's situation so that he will be conscientious of ensuring group dynamics and address any issues, if necessary, from other individuals in group in order to maintain respect in group settings.

Clients on supervision have expressed trust and comfort with this and we have not experienced complications with this approach.

Including the Input of Historically Underserved Communities

In Wasco County we have a very active and professionally diverse LPSCC group. Last year Officer Hicks with Columbia River Intertribal Enforcement connected us with the local Gorge Native American Collaboration Group. This group focuses on the needs and interests of this population and continued

involvement with this group will be one way to get this input.

Wasco County Community Corrections has supervised individuals with lived experience who reside in underserved communities, many of whom have successfully completed supervision and are now strong members of their community. One of these individuals is a member of the Warm Spring tribe who is in training to become an elder. We will be inviting him to meetings to collect his input. Transportation can be a challenge for him so we will be assisting him with that.

Many of Wasco County's Native communities such as Celilo Village are geographically separate from population centers or integrated neighborhoods, being adjacent to boat launches and other in-lieu sites where fishing still occurs. Sensitivity to transportation needs and efforts made in outreach are necessary to fully engage with these communities.

LPSCC members are invited to culturally specific and diverse tables. Through these venues we actively seek input from BIPOC community to listen and hear. Additionally, our agencies are actively seeking to diversify their workforces.

How does the County intend to select which victim service providers in the community to award funds?

If the county will run a competitive process, please briefly describe it.

There is a limited number of service providers with focused support on victims. Historically our LPSCC has selected the provider based on their track record of service delivery, the number of victims served, the ability to address the cultural and socioeconomic needs of victims, employing a trauma-informed approach, and the organization's active engagement with other community partners including law enforcement.

HAVEN From Domestic & Sexual Violence has been the recipient of the JRI victims funding in past applications. HAVEN's outreach in the community has been consistent, directly serves crime victims, and addresses the needs of both crisis and longer term planning and training efforts. HAVEN has regularly provided reports to the LPSCC on their service delivery and use of JRI funds through the years.

An additional victim-specific service provider is SafeSpace Children's Advocacy Center of the Gorge. They are a single point of contact for child abuse victims and reduce further trauma and offer justice through coordinated support services so that the children and their families can begin their healing process. Wasco County utilizes SafeSpaceCAC for crimes involving children.

District Attorney Statement of Commitment

Completed - May 10 2021

Pursuant to OAR 213-060-0050, the district attorney, presiding judge, community corrections director, and any relevant stakeholders of the service or program for which the county is requesting funding must include a statement of commitment to:

- Reduce recidivism while protecting public safety and holding offenders accountable
- Decrease the county's utilization of imprisonment in a Department of Corrections institution while protecting public safety and holding offenders accountable.

The CJC has developed example statements of commitment that may be helpful as the key stakeholders write their own statements of commitment:

oregon.gov/cjc/jri/Documents/JRI_Statements_of_Commitment.pdf

[2021-2023 JRI Commitment Letter District Attorney](#)

Filename: 2021-2023_JRI_Commitment_Letter_Dis_ZSevbQI.pdf **Size:** 230.3 kB

Presiding Judge Statement of Commitment

Completed - May 10 2021

Pursuant to OAR 213-060-0050, the district attorney, presiding judge, community corrections director, and any relevant stakeholders of the service or program for which the county is requesting funding must include a statement of commitment to:

- Reduce recidivism while protecting public safety and holding offenders accountable
- Decrease the county's utilization of imprisonment in a Department of Corrections institution while protecting public safety and holding offenders accountable.

The CJC has developed example statements of commitment that may be helpful as the key stakeholders write their own statements of commitment:

oregon.gov/cjc/jri/Documents/JRI_Statements_of_Commitment.pdf

2021-2023 JRI Commitment Letter Presiding Judge

Filename: 2021-2023_JRI_Commitment_Letter_Pre_4tiiOLx.pdf **Size:** 65.3 kB

Director of Community Corrections Statements of Commitment

Completed - May 10 2021

Pursuant to OAR 213-060-0050, the district attorney, presiding judge, community corrections director, and any relevant stakeholders of the service or program for which the county is requesting funding must include a statement of commitment to:

- Reduce recidivism while protecting public safety and holding offenders accountable
- Decrease the county's utilization of imprisonment in a Department of Corrections institution while protecting public safety and holding offenders accountable.

The CJC has developed example statements of commitment that may be helpful as the key stakeholders write their own statements of commitment:

oregon.gov/cjc/jri/Documents/JRI_Statements_of_Commitment.pdf

2021-2023 JRI Commitment Letter - Wasco Community Corrections

Filename: 2021-2023_JRI_Commitment_Letter_-_W_3CFBHxa.pdf **Size:** 148.7 kB

Additional Statements of Commitment

Completed - May 13 2021

Pursuant to OAR 213-060-0050, the district attorney, presiding judge, community corrections director, and any relevant stakeholders of the service or program for which the county is requesting funding must include a statement of commitment to:

- Reduce recidivism while protecting public safety and holding offenders accountable
- Decrease the county's utilization of imprisonment in a Department of Corrections institution while protecting public safety and holding offenders accountable.

The CJC has developed example statements of commitment that may be helpful as the key stakeholders write their own statements of commitment:

oregon.gov/cjc/jri/Documents/JRI_Statements_of_Commitment.pdf

2021-2023 JRI Support Letter LPSCC Chair

Filename: 2021-2023_JRI_Support_Letter_LPSCC_Chair.pdf **Size:** 115.5 kB

Cover Sheet

Completed - Jul 15 2021

Cover Sheet

County

Wasco

Local Public Safety Coordinating Council (LPSCC) Chair Contact

Name:	Molly Rogers
E-mail:	mollyr@co.wasco.or.us
Phone:	541-506-2667

Primary Applicant Contact

Name:	Fritz Bachman
Organization:	Wasco County Community Corrections
Title:	Community Corrections Director
Address:	421 East 7th St, Annex B
City:	The Dalles
Zip:	97058
E-mail:	fritz.j.bachman@cc.doc.state.or.us
Phone:	541-506-2574

Fiscal Contact

Name:	Mike Middleton
Legal Name of Organization for Payment:	Wasco County Community Corrections
State EIN:	936002315
Payment Remittance Address:	421 East 7th St
City:	The Dalles
Zip:	97058
E-mail:	mikem@co.wasco.or.us
Phone:	541-506-2770

Would you like ACH payment processing (direct deposit)?

No

Evaluation Plan

Indicate how your LPSCC intends to meet the evaluation portion of your proposal.

Remit 3% of awarded funds to the CJC's statewide evaluation budget.

2021-23 Supplemental Grant

In 2017, HB 3078 created a competitive grant to support downward departure prison diversion programs. In the 2021- 23 biennium the Supplemental Grant is funded at \$7,578,438. These funds are limited to positions and training that directly support downward departure prison diversion programs.

Would you like to apply for this optional grant?

Yes

Eligibility Requirements

Completed - Jul 15 2021

Form for "Eligibility Requirements"

The following questions correspond with the requirements outlined in the "Eligible Program Requirements" section of the [Request for Grant Proposal](#).

Which assessment do you use to determine which populations will be served by your county's JRI?

Responses Selected:

PSC
LS/CMI
URICA
TCUDS
WRNA

Briefly describe how the above assessments are used in your program.

The PSC is automatically run on all individual assigned to supervision. The DA's Office also runs the PSC when considering candidates for referral to the Downward Departure Program.

The LS/CMI is performed within the first month of a client's supervision to determine the highest-need areas among the 8 criminogenic risk factors. The results of this assessment are also used in the Presentence Assessment Summary which makes a recommendation to the DA's Office regarding candidates for the Downward Departure Program.

The URICA and TCUDS assessment results are also included as part of the Presentence Assessment Summary provided to the District Attorney's Office for Downward Departure Program recommendations.

The WRNA is used as the primary risk assessment tool for all females on supervision in-lieu of the LS/CMI.

Does the proposed program serve offenders charged with or convicted of property, drug, or driving offenses?

Yes

Does the county consider and accept short-term transitional leave candidates as appropriate?

Yes

Does the county or county partners provide assistance to clients enrolling in the Oregon Health Plan?

Yes

Is the County working towards imbedding equity throughout the county's criminal justice system?

Yes

Program Budget Justification and Narrative

Completed - Aug 5 2021

Budget Justification and Narrative

Please list the programs that *were* funded by the 2019-21 Formula Justice Reinvestment Grant Funding.

Program One	NORCOR Recidivism Reduction
Program Two	Transitional Services
Program Three	Family Dependency Court Incentives

Program Four	(No response)
Program Five	(No response)
Program Six	(No response)
Program Seven	(No response)
Program Eight	(No response)
Program Nine	(No response)

Please list the programs that you are *proposing* to fund with the 2021-23 Formula Justice Reinvestment Grant Funding.

Program One

NORCOR Recidivism Reduction

Program Two

Transitional Services

Program Three

Specialty Court Incentives

Program Four

(No response)

Program Five

(No response)

Program Six

(No response)

Program Seven

(No response)

Program Eight

(No response)

Program Nine

(No response)

Program One: NORCOR Recidivism Reduction

What is the overall goal of this program? Goals should be specific and measurable.

Example: The County Downward Departure Program goal is to reduce county prison usage by 5% over a one year period.

NORCOR has been running the ReEntry/Recidivism Reduction Program since 2016 and opened a Mental Health Unit in the jail in 2017. Historically, NORCOR averaged around 300 bookings per month and had a historical recidivism rate of 75%. That percentage has trended downward with the implementation of programming and improved mental health management, with a 58%-61% overall recidivism rate for the jail, and we are seeing even better results of 10%-58% recidivism for inmates who participated in NORCOR programming.

In the five years of this program's operation there have been a total of 37 cohorts completed with 344 participants who completed treatment and were released from jail. Over the years, recidivism in the program group vs. control group remains significantly lower, with total recidivism as follows:

2016: 58% vs. 69%

2017: 43% vs. 58%

2018: 31% vs. 61%

2019: 32% vs. 52%

2020: 10% vs. 50%

These statistics show a consistent and marked improvement in outcomes of AICs who attended NORCOR programming vs. the control group.

NORCOR uses an internal classification process including the LSIR-SV to provide an initial risk/needs screening to ensure that treatment programs are focused on the appropriate medium/high risk offender population. Program curriculum was selected to be evidence-based and to have the highest probability of affecting change. Program components include modeling, reinforcement, role-playing, skill-building, cognitive restructuring, and practicing the new low risk alternative behaviors.

The goals of this program remain the same: to engage with as many qualifying AICs as possible while they are in custody, provide them with programming and establish reentry plans prior to release. We expect to continue seeing outcomes of reduction in recidivism for AICs to NORCOR.

What is the Target Population of this program?

Describe the target population for the program. Be as specific as possible.

Potentially all NORCOR AICs can be considered candidates. Actual treatment groups are comprised of those individuals who meet the initial assessment criteria of medium or high risk to reoffend and whose length of stay is sufficient enough to complete the programming (30 days). Prior to participating in programming, each AIC completes a series of additional assessments and pre-test measures. This includes the CSS-M, Marlow Crowne, HIQ, SOSSR, and the SSI-RM to further identify treatment need. The control groups are comprised of the same individuals who met the same initial criteria but either refused treatment, dropped out or were released early.

What metrics, variables, or data points will the county use to assess the program described above?

Example: The Downward Departure Program will track the number of people that enter DOC custody; the number of participants in the downward departure program; success rate of the participants; treatment and other services offered to each client.

As we have done since 2016, the number of participants and members of the control group are tracked in each cohort to evaluate the rate of engagement and recidivism over time. Both the Treatment Group and the Control Group's recidivism is tracked at 30, 60, 90, 120 days, 6 months, 1 year and 3 years. Recidivism is defined as any return to custody. This includes new misdemeanor or felony charges and any violations of supervision.

Recidivism rates of each cohort and control group are compared, and overall recidivism trends are tracked over time and reported semi-annually for the Justice Reinvestment Grant.

Please articulate how this program is related to the goals of Justice Reinvestment.

Example: The County Downward Departure Program helps the county meet the JRI goal of reducing prison usage (by 5%) while holding offenders accountable and maintaining community safety (by reducing participants rate to reoffend by 5% from our valid assessment process and targeted services). Because we are expecting a recidivism reduction for the program participants we would then also expect a reduction for the county's overall recidivism rate (probationers and post-prison supervision).

NORCOR's Recidivism Reduction Program is aligned with the goals of Justice Reinvestment by holding AICs accountable through their engagement in programming and planning for community re-entry. In many cases, components of a AIC's presumptive prison sentence have been negotiated downward with requirements to participate in NORCOR programming. Outcomes of the cohorts have shown a consistent reduction in jail recidivism as compared to control groups since the programs inception. Ultimately, this has certainly contributed to a reduction in Wasco County's prison use which is a goal of Justice Reinvestment as well.

Wasco County's prison intake rate (4 intakes per 100,000 residents) for drug, property, and driving crimes remains roughly equivalent to the Region and the State which are both at 3 according to the most recent data available in December of 2020. Throughout 2020, Wasco's numbers fluctuated from 11 down to zero, so our latest rate is on the lower end. The Region and State numbers fluctuate less but tend to remain low, between 1 and 6 intakes per 100,000 residents. So our current prison intake rate is on track with Statewide trends.

It should be noted that Wasco County had no revocations in 2021.

Wasco's Average Length of Stay in prison, at 12 months as of March 2021, is also below the averages of our Region (at 15 months) and the State (at 19 months.) Over the past 12 months Wasco has not exceeded an Average Length of Stay of more than 18 months in prison, whereas peaks in the Region reached 21 months and the State peaked at 22 months. This indicates that our local sentencing is not overly punitive in comparison with larger trends elsewhere.

The NORCOR Recidivism Reduction program contributes to the above statistics, ultimately reducing our use of prison, reducing recidivism, and increasing public safety - all supporting the goals of Justice Reinvestment.

What evidence-based practices will be used in this program?

Programs receiving Justice Reinvestment funding should be evidence-based. Counties are encouraged to consult the Adult Criminal Justice Section of the [Benefit-Cost Results page](#) by the Washington State Institute for Public Policy as a resource for evidence-based programs. While the list is not authoritative or comprehensive for each community, it does serve as a valuable resource.

NORCOR uses an internal classification process including the LSIR-SV to provide an initial risk/needs screening to ensure that treatment programs are focused on, and comprised of, the appropriate medium/high risk offender population. NORCOR program curriculum was selected to have the highest probability of affecting change. This includes modeling, reinforcement, role-playing, skill-building, modification of the thoughts and emotions through cognitive restructuring, and practicing new low risk alternative behaviors repeatedly in a variety of situations. Outcomes of the program's efficacy are measured by comparing within each cohort the outcomes of the treatments groups as compared to a control group - tracking recidivism over the course of years.

Has this program received a Corrections Program Checklist in the last 10 years? If so, when was the review conducted? Briefly describe the outcome and any steps to address the findings of the CPC.

This program received a CPC when it was fairly new, in 2017, and requests have been made to perform an updated CPC. At the time, the program received an overall score of 43% on the CPC. This falls into the Low Adherence to EBP category. The Overall Capacity area score designed to measure whether the program has the capability to deliver evidence based interventions and services for the participants was 81%, which falls into the High Adherence to EBP category. Within the area of capacity, the Program Leadership and Development and Domain score was 57% (High Adherence to EBP), the Staff Characteristics score was 100% (Very High Adherence to EBP), and the Quality Assurance score was 33% (Low Adherence to EBP). The Overall Content area score, which focuses on the substantive domains of assessment and treatment, was 21%, which falls into the Low Adherence to EBP category. The Assessment Domain score was 25% (Low Adherence to EBP) and the Treatment Domain score was 25% (Low Adherence to EBP). It should be noted that the program exceeded the average score in the Capacity area.

While recommendations were made in each of the five CPC domains, most of the areas in need of improvement related to the domains of Assessment and Treatment characteristics. These recommendations assisted the program in making changes to increase program effectiveness at the time. The Oregon Department of Corrections offered to be available to work with the program to assist with further action planning and to provide technical assistance as needed.

The CPC evaluators noted that the program staff is open and willing to take steps toward increasing the use of evidence-based practices within the program. The motivation of program staff has helped this program implement changes necessary to increase scores for a future CPC when this can be done, which has been requested.

Program Two: Transitional Services

What is the overall goal of this program? Goals should be specific and measurable.

Example: The County Downward Departure Program goal is to reduce county prison usage by 5% over a one year period.

Our Transitional Services have been running smoothly since it began in 2017 (due to JRI funding) and

continues meeting its goals of reducing recidivism for program participants, maintaining strong relationships in the community, rehabilitating individuals toward independent living, and increasing community safety.

Wrapping up this biennium, arrest data on all the residents of the Bridges To Change stabilization housing program has been compiled. 89 unique individuals have entered this house in Wasco County since it opened its doors in April of 2017. Almost half of these individuals, 42 in total, completed all three phases of the program and graduated into an independent living situation. The program was averaging 1 graduation per month until COVID hit, when rates decreased as program participants remained in the program for longer periods of time than normal. Our goal is to return to approximately 1 graduation per month once services return to post-COVID functionality.

Over this same timeframe, in the WINGs house for females 45 women have engaged in the program, 26 have graduated, and 21 families have been reunited.

To successfully graduate, residents must complete three phases of the program.

Phase One:

- Maintain daily peer mentor contact
- Attend weekly one-on-one
- Engage in treatment services
- Attend weekly recovery meetings
- Develop personal recovery plan
- Begin creating a housing and self-sufficiency plan

Phase Two:

- Continued contact with mentor and one-on-ones
- Choose a recovery home group meeting
- Identify a sponsor and introduce them to peer mentor
- Identify three additional recovery support people
- Maintain housing
- Maintain employment
- Maintain compliance with supervision

Phase Three:

Maintain regular contact with mentor, including one-on-ones

- Maintain recovery meeting attendance
- Begin working on transition plan
- Identify safe, stable housing
- Get PO approval for transition plan
- Transition out of housing
- Attend ceremony as approved by mentor

Monthly graduations are tracked as well. 44 residents have graduated since April 2017. The program was averaging 1 graduation per month until COVID hit, when rates decreased as program participants remained in the program for longer periods of time than normal. We expect to typically maintain 1 graduation per month on average.

Our goal is that every resident entering the program is able to graduate.

We have a new house manager and the program has been functioning very well with a full house of motivated residents. We shall continue tracking graduation and arrest numbers on all program participants and expect to continue seeing a high proportion of success from this program into the future.

What is the Target Population of this program?

Describe the target population for the program. Be as specific as possible.

Any individual on supervision can be referred to a peer mentor, funded through the Justice Reinvestment Grant. Additional peer mentors (also managed by Bridges To Change) may staff cases of individuals not on supervision through separate community outreach funding. These peer mentors are available to support Community Corrections clients when necessary.

Candidates for the JRI-funded housing programs are selected by Community Corrections based on a several criteria. If a candidate's primary barrier to maintaining compliance and sobriety is housing (often seen in risk assessments under Antisocial Companions and/or Family/Marital Dysfunction) and their probability of graduation from the program (motivation assessment) is moderate to high then they are considered to be a good candidate.

We also prioritize all Downward Departure Program participants for housing placement and with an assigned peer mentor, even if their resistance is higher than we'd prefer. One of our goals in reducing community risk is that we target those likely to recidivate and get them out of their unsafe living environment and into safe housing. We have many offenders in this category so we are intersecting their relapse and recidivism risk with their Stage of Change. Ideally the candidate is authentically in an Action or Maintenance stage of change. If they are still in Contemplation this is a potential challenge and lowers the likelihood of being placed in the house, however this is not a disqualifier as long as a person's presence in the house would not disrupt the overall program.

Specific disqualifiers to residency are sex offenses and arson. Housing staff is also not trained or equipped to handle severe persistent mental issues, though individuals with a manageable diagnosis have been admitted into the house.

What metrics, variables, or data points will the county use to assess the program described above?

Example: The Downward Departure Program will track the number of people that enter DOC custody; the number of participants in the downward departure program; success rate of the participants; treatment and other services offered to each client.

All program participants' graduation rates, arrest histories, and post-intake arrests are tracked over a span of 12 years. The following graphs shows the continued success of this program, which mirrors equivalent data collected semi-annually over the past three years:

https://drive.google.com/file/d/1gC23NroK-gJ1EzG9o_g0wYhC7MqDAA5v

This graph tracks the number of arrests experienced by participants of the Bridges To Change housing program, month by month over the course of 12 years from 2009 through June of 2021. This includes not only program graduates but also individuals who had been terminated or dropped out. All arrests are pivoted in time around the date at which they entered this program, the earliest residents beginning over 4 years ago. This data shows a decrease in arrests upon entry into the program, followed by some arrest activity but at a solid reduction in overall numbers. This reduction cannot be pinned wholly on system response changes for COVID as the same data was tracked for 3 years prior to COVID (housing having opened in 2017) and the number of arrests reduced correspondingly through these years as well. This graph strongly indicates the continued positive impact that this supervised housing program has provide to our community due to the support of our Justice Reinvestment funding.

We shall continue tracking monthly graduation and arrest numbers on all program participants into the future, with the expectation that outcomes will remain positive.

What evidence-based practices will be used in this program?

Programs receiving Justice Reinvestment funding should be evidence-based. Counties are encouraged to consult the Adult Criminal Justice Section of the [Benefit-Cost Results page](#) by the Washington State Institute for Public Policy as a resource for evidence-based programs. While the list is not authoritative or comprehensive for each community, it does serve as a valuable resource.

Community Corrections evaluates all clients for their housing needs: upon intake and when address changes occur throughout their supervision. We use validated risk assessment tools (LS/CMI or WRNA) with target candidate scores being medium to high risk, and housing concerns identified as a primary need based on scores for Antisocial Companions and/or Family/Marital Dysfunction.

Candidates often score medium or high in other criminogenic factors as well. The Transitional Services program is designed to target and improve the Dynamic risk factors through the three phases of the program described above. These dynamic risk factors include: Education/Employment, Leisure/Recreation, Alcohol/Drugs, and Procriminal Attitude/Orientation.

Once clients are selected for program intake, their arrest history is compiled and tracked for changes for a rolling span of 12 years up to the present time of our data snapshot, as previously described.

What evidence-based practices will be used in this program?

Programs receiving Justice Reinvestment funding should be evidence-based. Counties are encouraged to consult the Adult Criminal Justice Section of the [Benefit-Cost Results page](#) by the Washington State Institute for Public Policy as a resource for evidence-based programs. While the list is not authoritative or comprehensive for each community, it does serve as a valuable resource.

Community Corrections evaluates all offenders for their housing need, upon intake and throughout their supervision. A resident's risk assessment should be medium to high, and housing will be a primary barrier to their addressing their high-scoring criminogenic needs. In the LS/CMI this is often seen under Antisocial Companions and/or Family/Marital Dysfunction areas of need. If the candidate's probability of graduation from the program (motivation assessment) is moderate to high then they are also considered to be a good candidate.

We compile the arrest histories of all program participants who enter the program and track graduation and recidivism rates over the length of the grant for all reporting.

Please articulate how this program is related to the goals of Justice Reinvestment.

Example: The County Downward Departure Program helps the county meet the JRI goal of reducing prison usage (by 5%) while holding offenders accountable and maintaining community safety (by reducing participants rate to reoffend by 5% from our valid assessment process and targeted services). Because we are expecting a recidivism reduction for the program participants we would then also expect a reduction for the county's overall recidivism rate (probationers and post-prison supervision).

The primary goal of our Transitional Services since it began is to improve outcomes of local residents, aligned with all the goals of Justice Reinvestment. This includes reducing recidivism for program participants, maintaining strong relationships in the community, rehabilitating individuals toward independent living, and increasing community safety. While our data is tracked more locally at the jail level (with positive outcomes described above) there are certainly collateral effects to prison recidivism.

The State's rolling sum of prison usage has been in drastic decline for well over a year. Wasco County's sum of prison months has trended downward as well but fluctuates more widely. Prior to July 2020, Wasco County's prison use was below the State's average per capita. We crossed this threshold last summer and were slightly above the State's average going into 2021, but have also continued to drop in

prison use this year, equivalent to the State's drop. Most recent data available (March of 2021) shows Wasco County at 617 total prison months used per 100,000 residents, just above the State's rate of 552 total prison months per 100,000 residents.

Our Transitional Services also play a key role for participants in Wasco County's Downward Departure Program. Access to housing and a peer mentor are almost unilaterally a need of downward departure clients on supervision. Many presumptive prison sentences are negotiated downward to include a release from jail pending intake into the housing program and maintaining engagement with Community Corrections.

Wasco County had zero revocations in 2021 on all violation types. This gives us a current revocation rate of zero. The Region's revocation rate on drug, property, and driving crimes (per 100,000 residents) typically fluctuates between zero and 2. The State's revocation rate on these crimes fluctuates between zero and 1. We are currently doing very well in this area, comparatively.

These statistics indicate that Wasco County's efforts have contributed to our wider goals of maintaining community safety and reducing prison use. Our transitional services play a key role in diverting the highest-risk individuals from criminal activity.

Has this program received a Corrections Program Checklist in the last 10 years? If so, when was the review conducted? Briefly describe the outcome and any steps to address the findings of the CPC.

While Bridges To Change programs have received a CPC elsewhere in the State, the Wasco County program has not had a CPC conducted.

Program Three: Specialty Court Incentives

What is the overall goal of this program? Goals should be specific and measurable.

Example: The County Downward Departure Program goal is to reduce county prison usage by 5% over a one year period.

Wasco County Currently maintains a Family Dependency Court (FDC.) We are hoping to expand the range of specialty courts in to a Mental Health Court and perhaps others. The mission of Family Dependency Court is to achieve permanency for children of drug dependent mothers and to assist these mothers in achieving and maintaining sobriety.

The intensive program usually lasts a year. JRI funds have paid for incentives to women based on compliance with the program. Incentives included gift cards to local businesses and were awarded to participants every 4 weeks for success for the time frame. We usually have 6-10 participants in FDC.

Our goal is that by continuing to provide these incentives to specialty court participants, that engagement is improved.

What is the Target Population of this program?

Describe the target population for the program. Be as specific as possible.

The current target population for FDC are drug-dependent mothers who, through the justice system, are assigned to this specialty court. If additional specialty courts are developed, target populations would expand to potentially include individuals with mental health challenges or other diversionary program participants, as sentenced by the court.

What metrics, variables, or data points will the county use to assess the program described above?

Example: The Downward Departure Program will track the number of people that enter DOC custody; the number of participants in the downward departure program; success rate of the participants; treatment and other services offered to each client.

Wasco's Specialty Courts will track the total number of program participants and graduates semi-annually through the length of the grant.

In accordance with evidence-based practices, the ratio of rewards to sanctions has been determined to be correlative with the probability of offender success. The following information is based on the research paper "Utilizing Behavioral Interventions to Improve Supervision Outcomes in Community-Based Corrections."

See Figure 1 on page 398 of the paper available here:

<https://drive.google.com/file/d/1Y2MH3krwAUHjH967gnBcfj8ar1-mzmvO>

When the ratio of rewards to sanctions is between 1:10 to 1:4, probabilities of success hover around 10%.

When the ratio of rewards to sanctions is between 6:1 to 10:1, probabilities of success taper off around 80%.

What evidence-based practices will be used in this program?

Programs receiving Justice Reinvestment funding should be evidence-based. Counties are encouraged to consult the Adult Criminal Justice Section of the [Benefit-Cost Results page](#) by the Washington State Institute for Public Policy as a resource for evidence-based programs. While the list is not authoritative or comprehensive for each community, it does serve as a valuable resource.

For FDC, which has been in existence for many years, the graduation rates for the 2021/2023 biennium will be compared to that of previous biennia. Although incentives have been provided in the past, continuing this nominal support is expected to ensure consistent positive outcomes.

Please articulate how this program is related to the goals of Justice Reinvestment.

Example: The County Downward Departure Program helps the county meet the JRI goal of reducing prison usage (by 5%) while holding offenders accountable and maintaining community safety (by reducing participants rate to reoffend by 5% from our valid assessment process and targeted services). Because we are expecting a recidivism reduction for the program participants we would then also expect a reduction for the county's overall recidivism rate (probationers and post-prison supervision).

The purpose behind specialty courts is to maintain better justice system engagement with participants and provide them better support. These courts aim to provide services and treatment in-lieu of a focus on punishment, attempting to reduce future contacts with the criminal justice system. As such, they are aligned with the goals of Justice Reinvestment by holding their participants accountable while aiming to reduce recidivism and increase community safety.

In FDC, the judge holds offenders accountable for their behaviors with the help of a multi-disciplinary team that includes Community Corrections, DHS, the DA, and Mental Health Professionals (Center For Living). For those on supervision, sanctions may be imposed by a PO to help reinforce compliance with court.

Has this program received a Corrections Program Checklist in the last 10 years? If so, when was the review conducted? Briefly describe the outcome and any steps to address the findings of the CPC.

This program, while small, has not received a CPC.

Program Narrative

Completed - Aug 5 2021

Program Narrative

Narrative Page 3.

GOALS OF JUSTICE REINVESTMENT

Responses must include all proposed grant-funded activities, as well as local policy changes or collaborative efforts that support the county's progress toward meeting the goals of justice reinvestment. The application must address the goals of justice reinvestment. In this section, it is **required** that the LPSCC review the county-specific data found on the [CJC dashboards](#). Applications **must reference** the dashboards and clearly articulate the county's progress toward meeting the goals, as well as how the proposed program will assist in meeting those goals in the future.

Describe efforts to reduce recidivism through evidence-based practices while increasing public safety and holding offenders accountable.

Applicants are expected to use the CJC recidivism dashboards to contextualize the county's current recidivism rates and explain how the proposed program will decrease these rates while increasing public safety and holding offenders accountable. Describe efforts to reduce recidivism during the past biennia and how the proposed program will change or continue those efforts.

The statewide definition of recidivism includes new arrest, conviction, or incarceration within three years of a prior conviction or release from custody (ORS 423.557). CJC dashboards show statewide and county- specific recidivism data for both one and three years. Applicants are encouraged to address comparisons to the statewide rate.

- Refer to [CJC Dashboards](#) to answer question.
- Describe efforts during the previous biennia and how the proposed program will change or continue those efforts.
- Applicants are encouraged to address comparisons to the statewide rate.

Program 1: NORCOR Recidivism Reduction

Program engagement and recidivism stats have been tracked every year since 2016.

Year: ----- 2016 --- 2017 --- 2018 --- 2019 --- 2020 --- 2021 --

Number of Cohorts: ----- 9 ----- 6 ----- 8 ----- 8 ----- 3 ----- 3 -----

Completing Program: ---- 87 ----- 66 ----- 67 ----- 94 ----- 10 ----- 11 -----

In Control Group: ----- 109 ----- 52 ----- 100 ----- 92 ----- 15 ----- 15 -----
% Recidivism Tx Group: --- 58% --- 42% --- 32% --- 32% --- 10% --- 0% ---
% Recidivism Control: ----- 69% --- 58% --- 61% ----- 52% --- 40% --- 27% ---

Over time, recidivism naturally creeps upwards. however what is clear in this data is that treatment groups have a consistently lower recidivism rate than the control group, with an improvement ranging from 11% to 30% decrease in recidivism.

Notably, of the 11 AICs who completed NORCOR programming in 2021, none have returned to jail, giving us a current snapshot recidivism rate of 0% for this year's cohorts, compared to a 27% recidivism rate of the control group. Recidivism stats will continue to be tracked into the future on all individuals in this study.

Program 2: Transitional Services

As previously referenced, the following graph, tracking the arrest histories of residents before and after entering the house, clearly shows the reduction in recidivism delivered by this program:

https://drive.google.com/file/d/1qC23NroK-gJ1EzG9o_g0wYhC7MqDAA5v

Looking at the arrest trends of the residents leading up to a final intervention and placement in the house (as indicated by the red line) we see criminal activity steadily increase as we approach the time at which entry into the program occurs. This intervention is most commonly a local arrest to jail and prison-diversion sentencing, including Downward Departure Program participants. Program entry can also be the result of POs sanction. A small minority of the house residents have entered the house as part of a prison release plan but this resource has much benefitted these civilians' post-prison success as well. Everyone entering the program was on track or at high risk of going to prison for their behavior. By entering the program, subsequent arrests plummet.

89 unique individuals have entered this transitional house in Wasco County since it opened its doors. 44 residents have graduated since 2017. The program was averaging 1 graduation per month until COVID hit, when rates decreased as program participants remained in the program for longer periods of time than normal. We expect to typically maintain 1 graduation per month on average. Our goal is that every resident entering the program is able to graduate, but even those who do not complete the program show a reduction in recidivism.

Over this same timeframe, in the WINGs house for females 45 women have engaged in the program, 26 have graduated, and 21 families have been reunited.

Our local recidivism data for this target population illustrates the continued positive impact that this supervised housing program has provide to our community due to the support of our Justice Reinvestment funding.

Program 3: Specialty Court Incentives

In accordance with evidence-based practices, the ratio of rewards to sanctions has been determined to be correlative with the probability of offender success. The following information is based on the research paper "Utilizing Behavioral Interventions to Improve Supervision Outcomes in Community-Based Corrections."

Please see Figure 1 on page 398 of the paper online here:

<https://drive.google.com/file/d/1Y2MH3krwAUHjH967gnBcfj8ar1-mzmvO>

When the ratio of rewards to sanctions is between 1:10 to 1:4, probabilities of success hover around 10%.

When the ratio of rewards to sanctions is between 6:1 to 10:1, probabilities of success taper off around 80%.

By providing our specialty courts with the ability to provide incentives to justice-involved participants, we are increasing the ratio of reward opportunities in this program. The incentives provided, in the form of gift cards and items for graduation celebrations, deliver tangible rewards for compliance and achievements.

The purpose behind our specialty courts is to maintain better justice system engagement with participants and provide them better support. These courts aim to provide services and treatment in-lieu of a focus on punishment, attempting to reduce future contacts with the criminal justice system. As such, they are aligned with the goals of Justice Reinvestment by holding their participants accountable while aiming to reduce recidivism and increase community safety.

Describe efforts to reduce prison utilization for property, drug, and driving offenses while increasing public safety and holding offenders accountable.

Applicants must identify how the proposed program will reduce county prison usage for property, drug, and driving offenses while increasing public safety and holding offenders accountable.

- Refer to [CJC Dashboards](#) to answer question.
- Applicants are encouraged to incorporate data specific to the county's prison intakes, revocations, length of stay, and relationship to the statewide rates when discussing past, present, and projected prison usage.

All of our JRI-funded programs are well established at this point and we continue to advocate for them due to their positive outcomes on reducing prison use, increasing public safety, and holding offenders accountable. While the outcomes specific to these programs have been previously described, we are seeing results through the CJC Dashboards as described below.

The State's overall trend in prison usage has been in steady decline for well over a year. Much of this more recently is driven by COVID-related barriers to arrests and delays in the justice system for those charged, however there will be additional long-term effects from the decriminalization of drugs and changing philosophy towards the prosecution of human behavior.

As compared to the State, Wasco County's rolling sum of prison months has trended downward as well but fluctuates more widely. A graph of the State vs. Wasco County's Rolling Sum of Prison Months per 100,000 Residents can be seen in the following graph:

https://drive.google.com/file/d/1AqSw_Cjj5rjM5qV9HWU9qd0U5eT7l6hd

Wasco's rolling sum is shown by the blue line.

Prior to July 2020, Wasco County's prison use per capita was below the State's average. We crossed this threshold last summer and were slightly above the State's average going into 2021 but have again continued to drop in prison use this year, similar to the State's drop. Most recent data available (March of 2021) shows Wasco County at 617 total prison months used per 100,000 residents, just above the State's rate of 552 total prison months per 100,000 residents.

The total number of Wasco County prison sentences has gone down since 2018 in all crime areas: Drug, Property, Sex, and Other Statutory. Wasco County's Prison Intakes By Year is shown in the following graph:

These prison intakes include probation revocations which have declined from four in 2019 to two in 2020, and now zero thus far in 2021.

What is encouraging to see is that Wasco County is aligned with statewide trends in reduced prison use and recidivism. While these numbers have been artificially pushed down by COVID since 2020, our downward trends began much earlier. These numbers over time are not just relatively flat, but show that Wasco County's recidivism rates do not deviate far from either the Central/Eastern Region or Statewide rates which are in decline.

Community Corrections connects with all of the JRI-funded programs in various ways due to our clients' involvement in each of them. At Wasco County Community Corrections our approach towards sanctions is to aim for creative non-jail alternatives whenever effective, with jail being necessary as a back-up to assist with compliance and ultimately to ensure public safety. The most effective sanctions include a rehabilitative component. Jail time, when used, should generally be short, swift, and certain knowing that longer jail stays are statistically associated with higher recidivism.

Examples of non-jail sanctions used at Community Corrections include: in-office interventions, increased reporting schedules, increased urinary analysis screening, increased home or work visitation, written or verbal reprimands, curfews, zone restrictions, cognitive class referrals, work crew hours, and non-work crew tasks (door greeter duty, campus litter pickup, etc). In this biennium we plan on utilizing electronic monitoring for home detention and regulating a client's allowed movement. Our POs ultimately use discretion based on their training and experience to select and apply the most effective sanction, and to try different approaches according to the resulting responsiveness of the client.

Within the world of criminal justice it is commonly known that drug and alcohol addictions are largely underlying drivers of crime, including property and driving crimes. In November 2020, Oregon voters passed referendum Measure 110, or the Drug Addiction Treatment and Recovery Act. This new legislation established an Oversight and Accountability Council which has overseen the distribution of a new revenue stream to local programs with the intent of establishing a more health-based, equitable, and effective approach to drug addiction, by shifting system responses to drug possession from criminalization to treatment and recovery.

Wasco County applied for this funding. Ultimately the local Bridges To Change program was awarded the first round of this grant. Bridges To Change is applying this program specifically in Wasco County for

housing, peer engagement, and housing coordination in alignment with the goals of justice system diversion. The target population for these services is residents of Wasco County with a possession charge, not just those sentenced or on supervision. This new funding stream and an expanded Bridges program will be of great benefit to our local community.

Female property, drug, and driving offenses.

Applicants must identify how the proposed program will reduce county prison usage for property, drug, and driving offenses while increasing public safety and holding offenders accountable.

- Refer to [CJC Dashboards](#) to answer question.
- Address prison usage specific to female property, drug, and driving offenses, as well as describe local efforts to address this population.

Local efforts to rehabilitate females as a target population revolve around transitional housing and peer mentor services. Starting in 2016, with the funding support of JRI, Wasco County Community Corrections started subsidizing stabilization housing at a new home for mothers with babies and young children called the WINGS program. In 2018, also with the help of the Justice Reinvestment Grant, startup funds helped open an additional "next-step" transitional house dedicated for women, operated by Bridges To Change. Wasco County Community Corrections now utilizes two houses for females. Upon opening the women's next-step house, Bridges To Change hired a female peer mentor dedicated to women supervised and referred by Community Corrections. The WINGS program also hired a part-time female peer mentor to assist with residents of their stabilization house.

In this application, a portion of Wasco County's JRI funding for the Transitional Services program area goes to continue support for the WINGS stabilization housing program. WINGS has averaged 6 residents per month since 2017, 3 of which on average are on supervision. This program has provided women with a safe place to live, escaping abusive relationships and addiction pressures, and has reunited over a dozen mothers with their children and families.

On the CJC Dashboards, Wasco County's current baseline of monthly female prison use (1-year rolling sum of prison months) is 50.9 months. We have remained under this baseline since May of 2017. Our rolling sum has been quite low since August of 2019, ranging from 0 months to 14 months. Compared to the State, both rates of prison use per 100,000 people have been in decline for many years. Though

Wasco County's numbers fluctuate more, we have remained below the State's prison use rate since August of 2017. This can be seen quite clearly at the following graph:

<https://drive.google.com/file/d/13GL2|CJRJK1GGeDZRevRDKoQVYraEGBm>

Wasco County has not sentenced any females to prison for property or drug crimes since 2017. Females sentenced to probation are typically under 10 per year for property crimes (our last peak was 9 in 2019) and under 5 for drug crimes (peaked at 5 in 2018). Property and crime probation intakes combined were 3 in 2020 and 1 so far for females in 2021. These are very low numbers which can be seen at the following graph:

<https://drive.google.com/file/d/1TpgwWqhK-nbHFvUAJzH5mASM1lq5S8yb>

Though interrupted by COVID, Wasco County Community Corrections plans to continue a Women's Support Group for our female clients when possible. This group occurs in a safe, upstairs space in at our office - a "Women's Center" - that maintains a separation from our male treatment groups. Monthly topics are selected by the group and facilitated by our female POs and peer mentors. The rapport in this group is strong and is an enjoyable, social component of our female caseload.

The totality of these female-specific services and supports increases the day-to-day engagement, life skills and goals, and overall success on supervision. The positive outcomes are aligned with the goals of Justice Reinvestment by reducing prison use, holding clients accountable, and increasing public safety as indicated in the CJC Dashboards.

If your county has prison-reduction efforts outside of property, drug, and driving offenses please briefly describe them.

Over the last two years, a work group has been established to target the behavioral health needs of "frequent system utilizers" impacting law enforcement time, the hospital and jail. Sheriff Magill formed this work group after Wasco County completed a Sequential Intercept Mapping workshop. The workgroup has focused its efforts on establishing a facility providing residential services for mental health and co-occurring addiction. This is being called the Columbia Gorge Resolution Center. With the collaboration of law enforcement, health care providers, PacificSource CCO and potential behavioral health providers, substantial progress has been made in identifying funding sources and defining the scope of this project. We hope to see this project become a reality this biennium.

Collateral impact of existing county-wide efforts can be seen in the steadily decreasing caseloads at Wasco Community Corrections:

<https://drive.google.com/file/d/1mUR98sLosSI6FigrFgjsMgY3ygDvmaYT>

This downwards trend started with the implementation of Justice Reinvestment and has not slowed down since.

Evidence of Collaboration in Planning and Implementation

Describe the collaborative partnerships in place that will support the county's performance and progress toward the goals of justice reinvestment.

Directing and reinforcing Wasco County's Justice Reinvestment efforts occurs through a diversity of partners in the community who interact with the justice system in a variety of ways.

NORCOR CMM: Northern Oregon Regional Correctional Facility Case Management Meeting. Meets once a month. Community corrections, district attorneys, community health partners and mental health staff discuss AICs with behavioral health concerns. Increases collaboration between the jail and community corrections by supporting case management decision making, pre-release planning and by providing AIC management plans upon their release from custody when possible.

CJAC: Criminal Justice Advisory Committee. Meets every other month. Connects local judges and court staff, the DA, Sheriff, local OSP Lieutenant, Directors of Community Corrections and Youth Services, Jail Administrator, Oregon Judicial Department, and local Defense Bar. Works to discuss concerns in the criminal justice system, decision making processes and find solutions for achieving justice for offenders and victims. Recent discussions have covered courtroom safety, grant opportunities, work crew sentencing, and increasing swift & certain responses when sanctioning and sentencing.

LPSCC: Local Public Safety Coordinating Council. Meets every other month. Coordinates local criminal justice policy among affected criminal justice entities, brings community-wide justice system issues up for discussion, shares ideas and presents data and solutions. Helps direct funding sources to targeted programs and services with a collaborative approach.

Wasco County has a very active LPSCC which meets routinely six times a year on the 2nd Tuesday of even months. Attendance is consistently represented by a plurality of key stakeholders who have assisted planning efforts for allocation of grant funds to varying degrees for many years. Discussions surrounding these funds and opportunities have occurred in a collaborative manner.

The Wasco LPSCC and its partners work continually to maintain strong relationships between government, private and public nonprofits, and the community at large.

LPSCC Members

- Required by ORS 423.560

	Name(s)	Vacant
Police Chief	Tom Worthy	✕
Sheriff	Lane Magill	✕
District Attorney	Matthew Ellis	✕
State Court Judge	Janet Stauffer	✕
Public Defender	Jack Morris	✕
Director of Community Corrections	Fritz Bachman	✕
County Commissioner	Steve Kramer	✕
Juvenile Department Director	Molly Rogers	✕
Health Director	Shellie Campbell	✕
Mental Health Director	June Gower	✕
Community-based Nonprofit Victims Services	Tara Koch	✕
Citizen	Frank Kay	✕
City Councilor or Mayor	Rod Runyon	✕
City Manager or Other City Representative	Julie Krueger	✕
Oregon State Police	Les Kipper	✕
Oregon Youth Authority	Donna McClung	✕

Additional LPSCC Members

If the LPSCC has opted to include additional members of the community (beyond the statutorily required membership) to the LPSCC please identify them.

	Name(s)	Title(s)	Vacant
1	Tyler Stone	Wasco County Administrator	✗
2	Rian Beach	Trial Court Administrator	✗
3	Dan Lindhorst	Jail Commander	✗
4	Brad Lohrey	Jail Administrator	✗
5	Debby Jones	YouthThink	✗
6	Elke Towey	PacificSource CCO	✗
7	Jeff Justesen	Juvenile Detention Manager	✗
8	Scott Hege	County Commissioner	✗
9	Kathy Schwartz	County Commissioner	✗
10			✗

Local Public Safety Coordinating Council Staff

Please only identify the full-time equivalent (FTE) of the time of staff (not LPSCC members) spent working on LPSCC matters. Please do not include time that LPSCC staff spend on other items.

	Title	Name	Email	FTE
1				
2				
3				
4				
5				
6				
7				

Cultural Responsiveness

Completed - Jul 29 2021

Cultural Responsiveness

Narrative Page 3.

Cultural Responsiveness

Culturally responsive services are comprehensive processes that have been adjusted to consider and support the principles, practices, culture and needs of underserved populations within a community. Underserved populations are comprised of individuals who identify with specific cultural connections based on their ethnic or racial origin, place of birth, familial structure, gender identity, and language spoken in the home.

As a reminder, we have provided the following resources that may aide you in answering these questions:

- [Equity and Cultural Responsive Services page](#), which includes definitions of terms and concepts that could aide them in answering some of the questions. The website also has a list of resources including the [report](#) developed by the Justice Reinvestment Equity Advisory Committee.
 - [Race, Ethnicity, and Gender Demographic Dashboard](#), a new dashboard which show county-specific data for probation and local control intakes as well as prison intakes.
-

What underserved populations does your program serve?

Our first step in connecting better with underserved communities is to know who and where they are by looking at the data. We can evaluate racial and ethnic minority populations somewhat readily and have collected information on how these populations interface with the justice system in Wasco County as compared to the State. The following link shows four graphs comparing local populations and justice system involvement, based on data from the U.S. census, the jail, and law enforcement contacts:

<https://drive.google.com/file/d/1hXds32wZiC-tDeKfwAEcs5CXnxICpOAx>

While our racial profile remains primarily White there is a growing Hispanic population. Additionally, while the Native American population is fairly small (4%) it is slightly higher proportionally in arrests and supervision.

In our area, socioeconomic factors are more challenging to target, often blended and necessitating a case-by-case awareness of households. As a rural county, Wasco County has a diversity of landowners, including both affluent and low-income households living on adjacent properties, albeit covering variously large geographic areas. The U.S. Housing and Urban Development's Opportunity Zones map reinforces something that we were aware of: that the west-end of The Dalles is an economically distressed community. This is shown on the following map by Opportunity Zone numbers 41065970400 and 41065970500.

<https://opportunityzones.hud.gov/resources/map>

What culturally responsive practices does the county use with justice-involved individuals?

It is understood that no matter what evidence-based curriculum or model is used, responsivity in a target population must be attained. This means that throughout every phase or step in a program there must be rapport with the individuals involved and a meaningful context to the program in their lives. This includes a cultural context which may be identified in various ways.

The core tenet of the Wasco County Sheriff's Office is that Relationships Are Primary.

The Mission Statement of Wasco County Community Corrections is "To create a safer community and reduce criminal behavior and drug and alcohol addiction and abuse by promoting positive change in

individuals through a combination of program services, supervision, and sanctions." This presumes the fact that there are individuals of a variety of cultures who make up our community that we are to serve, and that our mission is to engage as best as possible with individuals of all cultural backgrounds and lived experience, and those who have barriers to accessing services.

A targeted supervision approach starts with State-approved risk assessments that measure criminogenic needs regardless of minority status. However, an individual's risk and needs are affected by their background and lived experience. Supervision and treatment approaches do address these factors for proper context to attain best responsiveness. Candidates with a motivation to change are more likely participate and succeed in programs, regardless of culture but also when their cultural needs are met through understanding, rapport and positive relationships.

To address the needs of women we have transitional services dedicated to females including two transitional houses and a female peer mentor. We also have three female POs at Community Corrections. To most accurately assess recidivism risk for females, Community Corrections uses the WRNA risk assessment tool for all females on supervision.

To address the needs of the Hispanic community we have one Hispanic, bilingual peer mentor and are have hired a Hispanic, bilingual PO at Community Corrections. This bilingual peer mentor also has worked for years in local native communities and working with the blind and developmentally disadvantaged. He spends a lot of time at local Native American communities building trust and establishing relationships. He has helped two Native clients enter our transitional housing program and makes a focused effort to make sure they feel supported in the program and connected with the recovery family in the house while not losing connection with their roots.

How did you include the input of historically underserved communities, including, but not limited to, racial and ethnic minorities, women, lesbian, gay, bisexual, transgender, queer, and other minority gender identity communities?

Please describe all consultations or attempts at outreach.

The local Gorge Native American Collaboration Group meets weekly. LPSCC members have attended these meetings in the past and have consulted with them on connecting with our Native Communities. This collaboration group discusses various funding opportunities this is an appropriate group to solicit ideas and collaborate.

Regarding the LGBTQ+ community, we are aware of three individuals on Wasco supervision who identify as such. Their stories are personal and unique but they are comfortable engaging with our office knowing they will be treated with respect. We are not aware of a larger defined community with which to connect in this regard, and the individuals we supervise have not indicated such.

One example describes the positive relationships we establish with LGBTQ+ individuals. Community Corrections received a new client who had never been on supervision before. Her legal name and sex in all court documents was male but we were aware from her time spent in jail that she identified as female and preferred a different name. On her first visit to our office we simply acknowledged that the paperwork we had showed a different legal name but we asked to confirm what her preference was. She confirmed her preferred name and voluntarily disclosed her sexual identity at this time. We asked her if attending a class that had men in attendance was of any concern to her. She stated that this was fine. We notified the class facilitator of this client's situation so that he could be conscientious of ensuring group dynamics and address any issues, only if necessary, from other individuals in group.

Our staff, peer mentors, and class facilitators interact with her according to her identity and any associated needs she may choose disclose. She has expressed trust and comfort with our approach and there have been no complications.

How did you include the input of community partners in the implementation of the proposed services? Please identify community partners.

Wasco County has a very active LPSCC which meets routinely six times a year on the 2nd Tuesday of even months. Attendance is strong and consistently represented by a plurality of key stakeholders, including Youth Services, Adult Community Corrections, Oregon Youth Authority, Sheriff's Office, City Police Department, Intertribal Enforcement, District Attorney's Office, Municipal and Circuit Court Judges, Defense Bar, NORCOR, County Commissioners, Mid-Columbia Center For Living, Columbia Gorge CCO PacificSource, Public Health, and our victims' services non-profit HAVEN. These community partners are all supportive of the Justice Reinvestment Grant applications we've made and support the application for the Supplemental funding for the Wasco Downward Departure Program as well. At the LPSCC meetings, attendees assist in the planning efforts for the allocation of grant funds. Discussions surrounding these funds, best practices, and new opportunities occur collaboratively.

Several trusted non-profit organizations are consulted by Wasco County Community Corrections when navigating the budgetary sustainability of all our service delivery priorities. The primary stakeholders include Bridges To Change, WINGS, and the facilitators of our cognitive programming, and treatment providers. All these organizations have worked in the community for many years, accommodate our supervised clients well, and are cost effective. Wasco County Community Corrections has relied on these quality partnerships for many years. Wasco County Community Corrections and our LPSCC work continually to maintain strong relationships with all our community partners: government, private and public nonprofit and the community at large.

How do you intend to ensure that services funded by these grant dollars are used to promote social equity for historically underserved communities?

Detail what controls you will put in place or metrics you will use to track success.

Community Corrections focuses the majority of its supervision attention and resource allocation to the the highest risk individuals according to their assessed needs. Though our supervision-oriented risk assessments focus on the factors of recidivism, we prioritize transitional services support for those with insecure or nonexistent housing, employment, transportation, and life skills. The Bridges To Change program is well versed in social equity and anti-racism, and prioritizes connections with underserved communities. This is described explicitly on their website:

<https://bridgestochange.com/equity/>

"Bridges To Change recognizes and fosters cultural diversity and respect through our organization and the communities we serve. Our vision is that Bridges to Change will be sought out as an organization that truly fosters an atmosphere of cultural equity and that we make every effort to acknowledge, understand and embrace cultural differences. We strive for everyone to be represented, feel safe and trust that this would be a place with less barriers to achieving success..."

Additionally, the Executive Director of Bridges To Change, Monta Knudson, hosts a podcast focused on diversity, equity and inclusion, called Change Talk:

<https://bridgestochange.com/change-talk-the-podcast/>

Bridges To Change has also issued a clear anti-racist statement on their website:

<https://bridgestochange.com/anti-racist-statement/>

Victor Veloz is Peer Mentor Manager for Bridges To Change in The Dalles. He grew up living in Hispanic gang culture in California. He has 4-1/2 years of experience serving minority populations, primarily our local Native population as well as working with blind and developmentally disadvantaged people. He is a longtime member of the Gorge Grown Food Coalition's Diversity-Equity-Inclusion subcommittee, making efforts to connect minority populations with food insecurity in The Dalles.

For the Hispanic community, Victor states that the highest need is quality bilingual communication to properly explain rules and expectations. With this in place, many Hispanic individuals have strong family support and an ethical understanding for program engagement. Last year Wasco County Community Corrections hired a native-Spanish speaking PO which has helped tremendously.

Comparatively, connecting with Native communities poses different challenges. Victor summarized the following challenges for us: mistrust of authority, invasive feelings during home visits or any site contact, a strong sense of tradition and heritage that is less adaptive to outside changes, and lifestyles adapted to a lack of infrastructure, transportation, and financial security. Things that Victor felt helped connect with these communities include taking more time to develop familiarity and trust, not rushing contacts, not making presumptions about what is helpful, instead asking "How can we better serve you?" and not focusing or being overly distracted by negative living circumstances when compared to familiar neighborhood environments.

Bridges to Change values its alumni and the majority of its staff have previously received mentor services. This is especially important in rural communities where a person's reputation is less commonly

anonymous. Bridges To Change employs passionate staff with strong community connections that establish community inroads. Mentors typically stay in contact with alumni of services and support them in their long-term recovery journey.

Racial and Ethnic Impact Statement

Completed - Jul 29 2021

Racial and Ethnic Impact Statement Form

Racial and Ethnic Impact Statement

Pursuant to [Section 4, Chapter 600, Oregon Laws 2013](#), state grant applicants are required to complete this racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact of the proposed policies or programs on minority persons in the State of Oregon.

"Minority persons" includes individuals who are women, persons with disabilities, African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.

1. The proposed grant policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Responses Selected:

Women
Persons with Disabilities
African-Americans
Hispanics
Asians or Pacific Islanders
American Indians
Alaskan Natives

2. The proposed grant policies or programs could have a disproportionate or unique negative impact on the following minority persons:

No Responses Selected

3. The proposed grant policies or programs will have no disproportionate or unique impact on minority persons.

No Responses Selected

If you checked numbers 1 or 2 above, please provide below the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state.

Wasco County has no policies or programs that have a unique Negative impact on minority members of our community, and will not tolerate any such practices. On the contrary, our policies and programs strive to identify the specific needs of individuals so as to have a unique Positive impact. An individual's needs can be personal and varied, but are often connected with their identified minority status.

Opportunity Zones were mentioned previously in this application. What the opportunity zones do not reflect are small native communities living along the river, at Celilo Village for example. As such, we do not want to over-emphasize opportunity zone communities as the expense of other communities in need. We supervise individuals residing in tribal communities and are aware of additional challenges in financial and housing security, physical distances, transportation capability, and cultural disaffection and trauma. The Dalles Dam was built in 1957 which hugely disrupted the lifestyles of people living on the Columbia River. This event is well within our community's recent history and remains in the memories of elder Natives living today.

What complicates tribal representation in native communities along the river is that they are representative of four tribes: Warm Springs (at the southern border of Wasco County), Umatilla, Yakama, and Nez Perce (which are outside the county).

We must make ongoing efforts to continue bridging these gaps. Our primary transitional services provider, Bridges To Change, has issued a clear anti-racist statement which speaks to the spirit of their JRI-funded programs:

"Bridges to Change will not stand silent, we will not be complicit with the status quo, and we will not be complicit to the current structures that create and continue racism and injustice. We will stand with the most-impacted communities and we will be accountable to the community, our program participants, and to our mission."

Additionally, the Executive Director of Bridges To Change, Monta Knudson, hosts a podcast focused on diversity, equity and inclusion, called Change Talk:

<https://bridgestochange.com/change-talk-the-podcast/>

The philosophy espoused by Bridges To Change is reflective of the practices we endeavor to improve steadily in Wasco County.

If you checked numbers 1 or 2 above, please provide evidence of consultation with representative(s) of the affected minority persons.

Victor Veloz is the local Peer Mentor Manager for Bridges To Change working with Wasco County Community Corrections. He grew up living in Hispanic gang culture in California and has four and a half years of experience serving minority populations, and our local Native population in particular as well. He is a longtime member of the Gorge Grown Food Coalition's Diversity-Equity-Inclusion subcommittee, making efforts to connect minority populations with food insecurity in The Dalles.

In consultation with Victor, his experience in the Hispanic community is that the highest need is quality bilingual communication to properly explain rules and expectations. With this in place, many Hispanic individuals have strong family support and an ethical understanding for program engagement.

Victor's experience in the Native community describes challenges that have been previously mentioned, and he related practices to us that help. This includes taking more time to develop familiarity and trust, slowing down during contacts, not making presumptions about what is helpful, and not focusing or being overly distracted by negative living circumstances compared to what we may consider familiar.

Additionally, a regular and active member of Wasco's LPSCC is the Chief of Enforcement for the Columbia River Inter-Tribal Fish Commission. His insights on justice system efforts and impacts to the native population are welcomed and shared at our council meetings.

Budget

Completed - Jul 29 2021

Program Budget

Justice Reinvestment Initiative Budget

County: Wasco

[Funding Table](#)

Program 1: NORCOR Recidivism Reduction

Program 2: Transitional Services

Program 3: Specialty Court Incentives

Program 4:

Program 5:

Program 6:

Program 7:

Personnel

	Program Area	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position One	1	NORCOR Program Staff	4166.67	24

	Program Area	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Two				

	Program Area	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Three				

	Program Area	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Four				

	Program Area	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Five				

	Program Area	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Six				

	Program Area	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Seven				

	Program Area	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Eight				

	Program Area	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Nine				

	Program Area	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Ten				

Total Personnel Budget

100000.08

Contractual

	Program Area	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
1.	2	Services	Transitional Services	24	9723.12

	Program Area	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
2.					

	Program Area	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
3.					

	Program Area	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
4.					

	Program Area	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
5.					

	Program Area	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
6.					

	Program Area	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
7.					

	Program Area	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
8.					

	Program Area	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
9.					

	Program Area	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
10.					

	Program Area	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
11.					

	Program Area	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
12.					

	Program Area	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
13.					

	Program Area	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
14.					

	Program Area	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
15.					

	Program Area	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
16.					

	Program Area	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
17.					

	Program Area	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
18.					

	Program Area	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
19.					

	Program Area	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
20.					

Total Contractual Budget

233354.88

Housing & Facilities

	Program Area	Description	Amount
1.			

	Program Area	Description	Amount
2.			

	Program Area	Description	Amount
3.			

	Program Area	Description	Amount
4.			

	Program Area	Description	Amount
5.			

Total Housing & Facilities Budget

0.00

Supplies

	Program Area	Description	# of Units	\$ Per Unit
1.	3	Specialty Court Incentives	24	50.00

	Program Area	Description	# of Units	\$ Per Unit
2.				

	Program Area	Description	# of Units	\$ Per Unit
3.				

	Program Area	Description	# of Units	\$ Per Unit
4.				

	Program Area	Description	# of Units	\$ Per Unit
5.				

	Program Area	Description	# of Units	\$ Per Unit
6.				

	Program Area	Description	# of Units	\$ Per Unit
7.				

	Program Area	Description	# of Units	\$ Per Unit
8.				

	Program Area	Description	# of Units	\$ Per Unit
9.				

	Program Area	Description	# of Units	\$ Per Unit
10.				

Total Supplies Budget

1200.00

Travel and Training

	Program Area	Description	# of Registrations	Registration Fee (Total)	Travel Expenses
1.					

	Program Area	Description	# of Registrations	Registration Fee (Total)	Travel Expenses
2.					

	Program Area	Description	# of Registrations	Registration Fee (Total)	Travel Expenses
3.					

Total Travel and Training Budget

0.00

Equipment

	Program Area	Description	# of Units	\$ Per Unit
1.				

	Program Area	Description	# of Units	\$ Per Unit
2.				

	Program Area	Description	# of Units	\$ Per Unit
3.				

	Program Area	Description	# of Units	\$ Per Unit
4.				

	Program Area	Description	# of Units	\$ Per Unit
5.				

Total Equipment Budget

0.00

Administrative

	Description	Amount
1.		

	Description	Amount
2.		

Total Administrative Budget

0.00

Budget Summary

Personnel	100000.08
Contractual Services	233354.88
Housing & Facilities	0.00
Supplies	1200.00
Travel & Training	0.00
Equipment	0.00
Administrative	0.00

Total Budget Requested:

\$ 334554.96

Letters of Support--Formula Grant

Incomplete

Pursuant to HB 3194 (2013) §54 (7)(a), the county must obtain the consent of the presiding judge of the judicial district in which the county is located. Please include the letter in support of the grant here.

As required by OAR [213-060-0050](#) (2), the application must also be submitted by the Local Public Safety

Coordinating Council (LPSCC) and include proof of approval by the county governing body. Please include the letter in support of the grant from the LPSCC chair and county governing body here.

In summary, letters of support for the grant applications must be submitted by the following:

- county board of commissioners;
- the presiding judge of the local circuit court;
- and the LPSCC chair.

Victim Services 10%

In Progress - Last edited: Aug 11 2021

Victims Services Narrative & Budget

Victim Services Narrative #1

At least 10% of Justice Reinvestment grant funds must be allocated to community-based nonprofit victim services providers. **Each** victim services provider must complete a **separate** Victim Services 10% Narrative and Budget.

NOTE: A recent change to the Criminal Justice Commission's [Grant Management Handbook](#) now permits Victim Service providers receiving Justice Reinvestment funds to spend a portion of their award on food and drink as well as entertainment, including amusement, diversion, social activities, and any associated costs, if approved in advance by the Commission.

Victim Services Contact

Name:	Tara Koch
Organization:	HAVEN
Title:	Executive Director
Email:	tara@haventhedalles.org
Phone:	541-980-8222

Description of Provider

Each community-based nonprofit victim services provider must have:

- A documented history of effectively providing direct services to victims of crime;
- A mission that is primarily focused on providing direct services to victims of crime; and
- The capacity and specific training to effectively deliver direct services to victims of crime.

HAVEN has been committed to advocating for survivors on their path to freedom from violence for over 40 years. HAVEN provides safe and supportive services to those affected by domestic and sexual violence by empowering survivors and our community through advocacy, education, and prevention. HAVEN believes that all people have the right to violence-free lives. Domestic violence, teen dating violence, sexual assault, trafficking, stalking, and child abuse should never be tolerated or condoned.

www.haventhedalles.org

Wasco County LPSCC has entrusted the Justice Reinvestment Grant's 10% Victims Services funding to HAVEN for the past three rounds of this grant and are committed to continue supporting HAVEN for their services to Wasco County this biennium.

Description of Proposed Services

Explain how the proposed services will address the following criteria:

- Need for the proposed services in the community targeting marginalized and underserved populations in the community;
- Access barriers, such as, but not limited to: language, literacy, disability, transportation, and cultural practices;
- Capacity increases for areas where services are difficult to access, limited, or nonexistent; and
- Trauma-informed interventions and services.

HAVEN's years of experience provides individualized services to a diverse range of our representative population:

- Teen Women
- Native American Women

- Latinx and Spanish-speaking Women
- LGBTQ Identified Survivors

To provide a sense of the scope of the problem in the areas served by HAVEN; in 2020 HAVEN's crisis line received 7,425 calls, of those calls 6,417 were individuals in crisis – 4617 related to domestic and intimate partner violence; 1,464 related to sexual assault, including sex trafficking; and 336 stalking and other IPV victimization. HAVEN provided emergency shelter to 570 survivors and 282 children/youth.

Oregon women and girls experience domestic and sexual violence at rates that exceed the national average. According to the 2016 Count Her In: A Report About Women and Girls in Oregon, more than half the state's female population has experienced sexual assault and over one-third has experienced domestic violence. Not only are rates of violence against women higher than elsewhere, but Oregon communities do not have sufficient capacity to serve women in danger. According to the National Advisory Committee on Rural Health and Human Services, "Intimate Partner Violence in Rural America" 2015 Policy Brief, rural women who experience domestic and sexual violence face unique barriers to accessing the health care system, criminal justice system, and human services. In 2018, 8,325 survivors from across Oregon had their requests for emergency shelter unmet (Oregon Department of Human Services).

HAVEN will use the Wasco County JRI funds to enhance the housing program for victims of domestic and sexual violence in need of housing assistance and support to bridge the transition from emergency housing to long-term stable housing and self-sufficiency. This funding will allow HAVEN to address these priority purpose areas:

- 1) Ensure adequate project staffing to fund a portion of the housing advocate and operating expenses for a housing program to oversee the planning, implementation, and evaluation phases in an area with demonstrated need.
- 2) Offer short-term rental assistance and related expenses incidental to housing.
- 3) Ensure a coordinated crisis response by offering supportive services designed to help program participants obtain self-sufficiency and secure permanent stable housing when they exit the program.
- 4) Increase awareness of the availability of culturally responsive services for victims who are/identify as Native American, Latinx, adolescent/teens, LGBTQ, and those living in outlying rural communities by marketing the availability of 24-hour crisis response in English and Spanish.
- 5) Community outreach and training to partners on the trauma-informed Safe and Together Model, working with survivors in marginalized communities.

Victims Services Budget #1

County: Wasco

[IRI Funding Table](#)

Personnel

	Personnel Category	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position One	Existing	Housing Advocate	1405.80	24

	Personnel Category	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Two				

	Personnel Category	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Three				

	Personnel Category	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Four				

	Personnel Category	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Five				

	Personnel Category	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Six				

	Personnel Category	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Seven				

	Personnel Category	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Eight				

	Personnel Category	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Nine				

	Personnel Category	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Ten				

Total Personnel Budget

33739.20

Contractual

	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
1.	Services	Emergency Services	400	11.79

	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
2.				

	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
3.				

	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
4.				

	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
5.				

Total Contractual Budget

4716.00

Rent & Utilities

	Description	Amount
1.		

	Description	Amount
2.		

	Description	Amount
3.		

	Description	Amount
4.		

	Description	Amount
5.		

Total Rent & Utilities Budget

\$ 0.00

Supplies

	Description	# of Units	\$ Per Unit
1.			

	Description	# of Units	\$ Per Unit
2.			

	Description	# of Units	\$ Per Unit
3.			

	Description	# of Units	\$ Per Unit
4.			

	Description	# of Units	\$ Per Unit
5.			

Total Supplies Budget

\$ 0.00

Travel and Training

	Description	# of Registrations	Registration Fee (Total)	Travel Expenses
1.				

	Description	# of Registrations	Registration Fee (Total)	Travel Expenses
2.				

	Description	# of Registrations	Registration Fee (Total)	Travel Expenses
3.				

Total Travel and Training Budget

\$ 0.00

Equipment

	Description	# of Units	\$ Per Unit
1.			

	Description	# of Units	\$ Per Unit
2.			

	Description	# of Units	\$ Per Unit
3.			

	Description	# of Units	\$ Per Unit
4.			

	Description	# of Units	\$ Per Unit
5.			

Total Equipment Budget

\$ 0.00

Administrative

	Description	Amount
1.		

	Description	Amount
2.		

Total Administrative Budget

\$ 0.00

Victims Services Budget #1 Total:

38455.20

Would you like to add another victim service provider?

No

Total Victim Services Request

(No response)

Supplemental

In Progress - Last edited: Jul 29 2021

Supplemental Narrative & Budget

Target Population

Describe the target population eligible for the county's downward departure prison diversion program, including, but not limited to, crime types, criminal history factors, risk scores, and residency. Include factors that would result in automatic exclusion from the program.

Wasco County Downward Departure Program

The target population is individuals charged with a drug or property felony who have a presumptive prison sentence and a previous criminal history of drug or property crimes.

Potential candidates for the program are screened by the District Attorney's office. The DA's office plays the initial role of gatekeeper by identifying candidates based on established criteria and a brief risk assessment. The risk assessment tool used for initial screening is the PSC. Candidates must score Medium or High on the PSC

Inclusion Criteria:

- Resident of Wasco County
- Prison-bound repeat felony property or drug offender
- Medium or High risk as identified by PSC risk assessment
- Drug and/or alcohol addiction concerns as identified by assessments

Automatic Exclusion Criteria:

- Prior sexual offense convictions
- Prior domestic violence convictions in the past 5 years
- Felony person crime convictions within the past 5 years
- Offenders with serious mental health problems as identified by a mental health assessment

Presentencing Assessments

Which specific assessments will be used to inform downward departure sentencing?

Responses Selected:

PSC

LS/CMI

URICA

TCUDS

WRNA

Referral Process

Describes the referral process by which participants are identified, assessed, and departed into the program. Include how presentencing sentences will inform sentencing decisions. How will victim input be considered in the decision to depart an individual to this program?

Potential candidates are screened by District Attorney staff using the DA Checklist form which can be found here:

https://drive.google.com/open?id=1EHVbYOKywLuoi7GMlnkbJYSw6kl19_Hl

The DA's office plays the initial role of gatekeeper by identifying candidates based on established criteria and a brief risk assessment (PSC: <https://risktool.ocjc.state.or.us/psc>)

If the DA determines that an offender is eligible they send a referral to Community Corrections. Community Corrections conducts a series of additional assessments to determine if the candidate is appropriate for the program. A final recommendation report is written and provided to the DA. An example of this Presentence Assessment Report can be seen here:

<https://drive.google.com/open?id=1J1jDFQV40x00YTrY06v1b6YkRcJUizFg>

The DA uses this report during plea negotiations.

If a plea deal is reached, victim notification will occur through DA office victim's assistance staff. Any victims of the current crimes will be notified of the proposed sentencing program and given an opportunity to provide new relevant information related to the sentence.

If sentenced to supervision on this Downward Departure Program, Wasco County Community Corrections will complete intake and supervise the individual.

Supervision

Explains the elements of supervision for this program and highlight differences from standard supervision in your county including, but not limited to, caseload ratios, contact standards, drug testing schedules, response to violations, and use of incentives.

Offenders sentenced to Downward Departure Program (DDP) Supervision go on a specialized caseload at Community Corrections. The DDP PO makes all efforts to maintain offender engagement through supervision and targeted services, and communicates progress with the DA's office, treatment provider(s), an assigned peer mentor, transitional housing staff and other support personnel.

On the day that an offender is ordered to participate in DDP Supervision, the Director of Community Corrections notifies DDP PO, in-house treatment provider, and assigned peer mentor. With the necessary ROI signed, the initial Presentence Assessment Report will be provided to all parties.

Because all DDP offenders must be identified as medium or high risk to be eligible, they enter probation under active supervision. The DDP PO has an active supervision caseload of no more than 35 cases.

The DDP PO utilizes the Effective Practices in Community Supervision (EPICS) model during visits with DDP Offenders. This nationally disseminated community supervision model, developed and evaluated by the University of Cincinnati Corrections Institute, is a structured approach to interacting with offenders. It focuses on the criminogenic needs of offenders using a highly specified social learning and cognitive behavioral approach. Thus, the DDP PO must undergo training (generally 3 days), followed by a coaching period (generally 6 months) and ongoing quality assurance checks (i.e., audiotape reviews and feedback) to ensure the DDP PO conducts EPICS with high fidelity. More information on EPICS can be found here:

<https://www.multco.us/dcj/epics>

Service Capacity

Describes your county's capacity to provide the necessary level of services appropriate to the target population. Examples include, but are not limited to, substance use treatment, housing, mentors, mental health, and cognitive treatment.

Housing:

Wasco Community Corrections relies on a variety of options in the effort of finding appropriate transitional housing for motivated offenders. These include Bridges To Change Transitional Housing for men and the WINGS Program for women. Both a Stabilization house and a next-step Transitional house is available for both men and women separately. DDP offenders who meet criteria are given first priority on bed space if housing capacity is a concern.

Peer Mentors:

Bridges to Change employs three certified peer recovery mentors who provide services to Wasco County Community Corrections. One peer mentor is female. Every DDP offender will automatically be assigned a peer mentor.

SUD Treatment:

Wasco County relies on Center For Living (CFL) for substance use disorder assessments and treatment. CFL provides both individual and group settings and provides attendance and status reports to Community Corrections. CFL staff conducts reach-ins at Community Corrections for case management and consultation, and accompanies clients during their check-ins when necessary.

Mental Health:

Center For Living is the Wasco County's qualified mental health provider. In addition to counselors and prescribers, they have an Assertive Community Treatment team and a Mobile Crisis team available for incident response in the community and to law enforcement when requested. Similar services are available through One Community Health and a smaller capacity. Although DDP offenders should not have severe persistent mental illness, those who do have a diagnosis shall be directed to CFL for services.

Cognitive Programming:

Our cognitive programming covers a broad range of curriculum. We use dedicated classroom space in our office which has an adjacent one-on-one counseling room. For clients engaged in classes who end up in jail, MRT is offered by our same class facilitator inside NORCOR which allows them to receive the same classes in-custody for a wraparound effect. The classes we offer and their target audience are listed below:

- Moral Reconciliation Therapy (MRT): Medium or High risk classification or scores high in any of the four Anti-Social criminogenic areas.
- Thinking For Good: "Change Resistant" , failed MRT, finished MRT without behavior change, or assessed high in any of the four Anti-Social criminogenic areas.

- Breaking The Chains of Trauma: Trauma-informed approach to cognitive programming. Client admits to trauma or PO determines through assessment that trauma is an underlying issue.
- Something For Nothing: Clients with a chronic history of low-level theft crimes, "shoplifting".
- Responsible Living: Client is supervised on a property or identity theft, or their judgement orders the offender to "theft class".
- Coping With Anger: Clients supervised on any person crime and scores high in any of the four Anti-Social criminogenic areas.
- Job Readiness: Client has chronic unemployment or underemployment.
- Staying Quit: Client is in the Contemplative or Maintenance Stage of Change as determined by a CADC's assessment.
- MRT-DV: Clients supervised on any domestic charge and is struggling to complete or remain engaged in their Batterers Intervention Program, or is noncompliant with DV supervision requirements.

Local Sanctions

Describes your county's capacity to provide the appropriate level of local sanctions necessary to manage the target population. Examples include, but are not limited to, jail-bed availability and community service.

When the jail is overcapacity it may release inmates per the Sheriff. However the Sheriff may also place a hold to override any potential early release. Community Corrections is able to request that the Sheriff place holds on clients for supervision needs. In this regard, DDP offenders can be held on DDP sanctions to prevent early releases from interfering with supervision plans.

Wasco County aims for non-jail alternatives whenever effective. The most effective sanctions include a rehabilitative component. Jail time, when used, is generally swift and certain knowing that longer jail stays are statistically associated with higher recidivism. This philosophy holds particularly true for clients on the DDP caseload.

Wasco County Community Corrections has a dedicated work crew. Work hours are given as a non-jail sanction and helps maintain client engagement as the work crew meets in the mornings at the community corrections office.

We have also recently acquired eight electronic monitoring bracelets. Non-jail sanctions can include home detention or movement restrictions. We plan on implementing our electronic monitoring program this year.

POs ultimately use discretion based on their training and experience to select and apply the most effective sanction, and to try different approaches to best effect individual responsivity.

Are structured sanctions used for every downward departure participant?

All POs at Wasco County Community Corrections follow the most current Sanctioning Grid. This can be found here:

<https://drive.google.com/open?id=1WpefwOfpwt6MY-yLJ0INR9FOSKNNzADC>

The sanctioning grid allows for non-jail sanctions when appropriate. Long jail stays are avoided when possible as this has been shown to increase recidivism. Individuals on supervision, particularly participants of DDP are more responsive to short and swift sanctions to jail, repeated if necessary, along with a request to the District Attorney to not place a formal PV according to the goals of the DDP.

When delivering sanctions, our POs prioritize non-jail sanctions whenever possible, including office interventions, increased reporting, increased random UAs, cognitive classes, and work crew. Electronic monitoring will be a new sanction option for us to use this year as well.

Revocations

Describe the process for determining revocation of program participants.

While our goal for DDP participants is their rehabilitation and success in the program, we can't presume that all offenders will succeed. New violations by clients will be reported to the DA immediately. The DDP PO will provide input and a recommendation to the DA typically via email or a phone call. This input should include information about the offender's progress in treatment and in resolving criminogenic risk factors. The recommendation should be supported by available evidence for potential improvement and commitment of the client in the program.

A recommendation to revoke a DDP participant is based on:

- Severity of the violation
- Repetition of the same violations as prior to DDP
- The allowable custody units being exhausted
- Continued low severity violations even after many sanctions
- The client lying/blaming or not taking accountability
- Low offender motivation after prolonged efforts to reduce the assessed criminogenic risk factors

The decision to revoke is ultimately decided by the DA. For DDP participants, this occurs when it is agreed by both the DA and DDP PO that all other reasonable options and alternatives have been exhausted, allowing for tolerance in sanctioning that occurs throughout the course of supervision.

Monitoring

Explain how the program will be monitored, evaluated, and adapted. Describes what body will oversee implementation and track program outcomes.

The two targeted outcomes of the Downward Departure Program include reduced recidivism (i.e., protection of the public) and reductions in the number of individuals sent to prison. Oregon's recidivism definition focuses on arrests, convictions, or incarcerations for "new crimes." However, participants in the Downward Departure Program might also be sent to prison due to supervision revocations or sanctions. Thus, in addition to reducing "new crimes," this program also aims to reduce prison intakes that might occur for any reason.

In addition to staff collaboration between the DA and Community Corrections staff, the defense bar and courts are additional partners who play a role in Wasco County's justice system. The two primary groups with an interest in the Downward Departure Program's success are the Wasco County LPSCC and the Criminal Justice Advisory Committee (CJAC).

Four Core Principles driving the Downward Departure Program's mission are:

1. DDP stakeholders approach clients with cross-system collaborative procedures to promote both accountability and rehabilitation within the legal limits of each stakeholder's mission, working together to keep offenders engaged in programming.
2. DDP stakeholders prioritize evidence-based decision making and programming.
3. DDP stakeholders establish clear roles and expectations with the aim of building mutual trust so that the other stakeholders will execute their roles effectively.
4. DDP stakeholders communicate frequently to stay informed of each offender's progress and collaborate on making decisions regarding each participant.

Prison Intakes

Describe the county's total prison intakes for the program's target population during the 2019-21 biennium.

Since the establishment of Wasco County's Downward Departure Program two years ago, no DDP

participants have returned to prison.

More broadly, the State's overall trend in prison usage has been in steady decline for well over a year. Much of this more recently is driven by COVID-related barriers to arrests and delays in the justice system for those charged, however there will be additional long-term effects from the decriminalization of drugs and changing philosophy towards the prosecution of human behavior.

Wasco County's rolling sum of prison months has trended downward as well but fluctuates more widely (shown in the blue line.) Prior to July 2020, Wasco County's prison use per capita was below the State's average. We crossed this threshold last summer and were slightly above the State's average going into 2021 but have again continued to drop in prison use this year, similar to the State's drop. Most recent data available (March of 2021) shows Wasco County at 617 total prison months used per 100,000 residents, just above the State's rate of 552 total prison months per 100,000 residents.

This comparison can be seen in the following graph:

https://drive.google.com/file/d/1AgSw_Cjj5rJM5qV9HWU9qd0U5eT7I6hd

The total number of Wasco County prison sentences has gone down since 2018 in all crime areas: Drug, Property, Sex, and Other Statutory. These numbers include probation revocations, which have declined from four in 2019, two in 2020, and zero thus far in 2021. COVID likely contributed to some of this decline in prosecution.

These trends can be seen in the following graph:

<https://drive.google.com/file/d/1mPHvpDnBiTc33FjmqYGbB56N1lx69iXr>

What is encouraging to see is that Wasco County is aligned with statewide trends in reduced prison use and recidivism. While these numbers have been artificially pushed down by COVID in 2020, the downward trends began earlier. These numbers over time are not only relatively flat but show that Wasco County's recidivism rates do not deviate far from either the Central/Eastern Region or Statewide rates.

These recidivism numbers come from the Criminal Justice Center Dashboards:

<http://www.oregon.gov/cjc/data/Pages/recidivism.aspx>

One strong example of a program targeting recidivism reduction is our transitional services which include housing and peer mentors. All DDP participants are prioritized for entry into these services. Arrest history

of all housed residents has been mapped on the following graph:

https://drive.google.com/file/d/1gC23NroK-qJ1EzG9o_g0wYhC7MqDAA5v

This graph tracks the number of arrests, month by month over the course of 12 years from 2009 through June of 2021. This includes not only program graduates but also individuals who departed early yet were impacted by the program. All numbers are pivoted in time around the date at which they entered the program, indicated by the red line, with the earliest residents engaging over 4 years ago. The data shows a decrease in arrests upon entry into the program, followed by some arrest activity but at a solid reduction in overall numbers.

This graph indicates well the continued positive impact that this supervised housing program has provide to clients, including a majority of our DDP participants, made possible due to support from Justice Reinvestment funding.

Anticipated Decreases

Explain how many fewer intakes are anticipated for the target population during the 2021-23 biennium given full program implementation. Describe how the estimate was calculated through anticipated decreased in first sentences, revocations, or both.

While it can be difficult to know the number of DDP participants will be diverted from prison, outcomes thus far, though relatively small in number, have shown large success with no participants having returned to prison. We can make further estimates based on data from the CJC Dashboard Stats for Wasco County, with prison trends having been described above.

In other counties who have implementing a Downward Departure Program, such as the SB416 Program in Klamath County, after assessments and plea deals are done approximately one-third of potential candidates ultimately enter the program. In Wasco County this equates to be about 8 individuals people placed on supervision in-lieu of prison per year. Last biennium we fell just short of this number although the program faced some challenges with changes in the District Attorney's office which had place the program on hold in the latter portion of 2020.

Dept. of Corrections estimates that one inmate costs about \$117 per day in prison:

<https://www.oregon.gov/doc/Documents/agency-quick-facts.pdf>

In this same document, the average cost to supervise someone in the community is calculated to be \$12 per day.

Wasco County's average length of a prison sentence for property crimes (including both first-time sentences and revocations) is 12 months. By DOC's estimate, one inmate sentenced to prison for 12 months would cost \$42,705.

The equivalent person sentenced instead to DPP Supervision for 18 months (a common length for a supervision sentence) would cost \$6,570. The cost difference for one individual on supervision vs. prison is \$36,135. If Wasco County maintains 8 DDP participants through a year, the theoretical cost savings on paper equate to \$289,080.

By rehabilitating individuals who ultimately live in our community, the intent is to save resources in the justice system. People sentenced to prison ultimately are almost always released back to the communities from which they came. Recidivism of these individuals is typically 50% or higher within three years. Clients engaged in highly targeted supervision that focuses on their criminogenic needs can show prison recidivism of only 3%. (Journal of Offender Rehabilitation, Vol. 47(3), 2008).

<https://drive.google.com/file/d/0B8iOIYrYxR8lcEZxM1BwT3cwM0E/view>

(see page 264, Table 8)

The goals of the Wasco County Downward Departure Program is to drastically reduce people sentenced to prison and to decrease local recidivism as a whole.

New or Existing Program

Explain whether funding is being requested to support a new or existing (prior to August 25, 2021) program and if new, describes when the program is expected to be operational.

Wasco's DDP has been in existence now for 2 years. Both Community Corrections and the District Attorney's office are in a good position with staffing and caseload levels to continue handling the management of this program. The DA's office recently added an additional attorney which they have needed for some time, which will relieve a lot of their caseload pressure and increase their ability to focus on supporting DDP.

This program is also aligned with Wasco County's Cultural Values:

- Keep an open mind and be open to change
- Kindness and compassion for people who live in our community
- Excellence in Service
- Relationships Are Primary
- Do The Right Thing, Even When No One Is Watching
- Accountable for actions and decisions
- Be impeccable stewards of our resources
- Strive to be the best performing rural county government

One final trend to relate is the overall success that Community Corrections has had historically with its supervised population. The overall size of Wasco County's caseload has gone down steadily for many years as shown here:

<https://drive.google.com/file/d/1mUR98sLosSl6FigrFqjsMgY3ygDvmaYT>

This downward trend in caseloads and our steady rate of discharges show that Community Corrections, our partners, and the justice system in general are working together to do very good things in Wasco County.

Through the continued successful delivery of our DDP, Wasco County will continue to shine as a leader in criminal rehabilitation, capable of embracing new and innovated practices in the evolving world of criminal justice.

Justice Reinvestment Supplemental Budget

County:

Personnel

	Personnel Category	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position One	Existing	Community Corrections DDP PO	7400	24

	Personnel Category	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Two				

	Personnel Category	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Three				

	Personnel Category	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Four				

	Personnel Category	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Five				

	Personnel Category	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Six				

	Personnel Category	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Seven				

	Personnel Category	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Eight				

	Personnel Category	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Nine				

	Personnel Category	Description	Monthly Wages (Salary+Fringe)	Months Employed
Position Ten				

Total Personnel Budget

177600.00

Contractual

	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
1.				

	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
2.				

	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
3.				

	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
4.				

	Contract Category	Description	# Units/Hours	\$ Per Unit/Hour
5.				

Total Contractual Budget

0.00

Supplies

	Description	# of Units	\$ Per Unit
1.			

	Description	# of Units	\$ Per Unit
2.			

	Description	# of Units	\$ Per Unit
3.			

	Description	# of Units	\$ Per Unit
4.			

	Description	# of Units	\$ Per Unit
5.			

Total Supplies Budget

0.00

Travel and Training

	Description	# of Registrations	Registration Fee (Total)	Travel Expenses
1.				

	Description	# of Registrations	Registration Fee (Total)	Travel Expenses
2.				

	Description	# of Registrations	Registration Fee (Total)	Travel Expenses
3.				

Total Travel and Training Budget

0.00

Equipment

	Description	# of Units	\$ Per Unit
1.			

	Description	# of Units	\$ Per Unit
2.			

	Description	# of Units	\$ Per Unit
3.			

	Description	# of Units	\$ Per Unit
4.			

	Description	# of Units	\$ Per Unit
5.			

Total Equipment Budget

0.00

Administrative

	Description	Amount
1.		

	Description	Amount
2.		

Total Administrative Budget

0.00

Victims Services Funding

Please indicate nonprofit community-based victims services providers to receive 10% funding. Designate only providers included in formula-based Justice Reinvestment forms.

Victims Services 10%: \$19733.33

Victims Services Providers

	Provider	Amount
1.	HAVEN	19733.33
2.		
3.		
4.		
5.		

Victims Budget Requested:

19733.33

Supplemental Budget Summary

Personnel	177600.00
Contractual Services	0.00
Supplies	0.00
Travel & Training	0.00
Equipment	0.00
Administrative	0.00
Victims	19733.33

Total Budget Requested:

197333.33

Letters of Support for Supplemental Grant

Letters of support are required if a county is applying for a Supplemental Grant. Each Supplemental Grant application must contain a signed letter of support from the following:

- county board of commissioners;
- the director of community corrections;
- the district attorney;
- the defense attorney serving on the LPSCC;
- the presiding judge of the local circuit court;
- and the LPSCC chair.

Upload Field for Letters of Support for Supplemental Grant

District Attorney Statement of Commitment

Incomplete

Pursuant to OAR 213-060-0050, the district attorney, presiding judge, community corrections director, and any relevant stakeholders of the service or program for which the county is requesting funding must

include a statement of commitment to:

- Reduce recidivism while protecting public safety and holding offenders accountable
- Decrease the county's utilization of imprisonment in a Department of Corrections institution while protecting public safety and holding offenders accountable.

The CJC has developed example statements of commitment that may be helpful as the key stakeholders write their own statements of commitment:

oregon.gov/cjc/jri/Documents/JRI_Statements_of_Commitment.pdf

Presiding Judge Statement of Commitment

Incomplete

Pursuant to OAR 213-060-0050, the district attorney, presiding judge, community corrections director, and any relevant stakeholders of the service or program for which the county is requesting funding must include a statement of commitment to:

- Reduce recidivism while protecting public safety and holding offenders accountable
- Decrease the county's utilization of imprisonment in a Department of Corrections institution while protecting public safety and holding offenders accountable.

The CJC has developed example statements of commitment that may be helpful as the key stakeholders write their own statements of commitment:

oregon.gov/cjc/jri/Documents/JRI_Statements_of_Commitment.pdf

Director of Community Corrections Statements of Commitment

Incomplete

Pursuant to OAR 213-060-0050, the district attorney, presiding judge, community corrections director, and any relevant stakeholders of the service or program for which the county is requesting funding must include a statement of commitment to:

- Reduce recidivism while protecting public safety and holding offenders accountable
- Decrease the county's utilization of imprisonment in a Department of Corrections institution while protecting public safety and holding offenders accountable.

The CJC has developed example statements of commitment that may be helpful as the key stakeholders write their own statements of commitment:

oregon.gov/cjc/jri/Documents/JRI_Statements_of_Commitment.pdf

Additional Statements of Commitment

Incomplete

Pursuant to OAR 213-060-0050, the district attorney, presiding judge, community corrections director, and any relevant stakeholders of the service or program for which the county is requesting funding must include a statement of commitment to:

- Reduce recidivism while protecting public safety and holding offenders accountable
- Decrease the county's utilization of imprisonment in a Department of Corrections institution while protecting public safety and holding offenders accountable.

The CJC has developed example statements of commitment that may be helpful as the key stakeholders write their own statements of commitment:



Matthew Ellis, District Attorney
Kara Davis, Chief Deputy District Attorney
Sally Carpenter, Deputy District Attorney
511 Washington St., Ste. 304 • The Dalles, OR 97058
p: [541] 506-2680 • f: [541] 506-2681 • www.co.wasco.or.us

May 3, 2021

Ken Sanchagrin, Executive Director
Oregon Criminal Justice Commission
885 Summer Street NE
Salem, OR 97301

Dear Director Sanchagrin,

The Wasco County District Attorney Office enthusiastically supports our Wasco County partners in securing funding through the Justice Reinvestment Grant. My office supports the vision, mission, and goals outlined by the Justice Reinvestment Program.

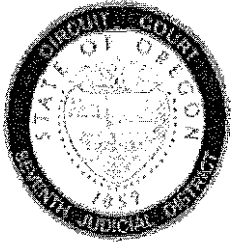
The Wasco County District Attorney Office is committed to supporting our partners to protect public safety, while decreasing the county's utilization of imprisonment in a Department of Corrections institution. We strongly believe these goals can only be accomplished by holding offenders accountable utilizing methods aimed at preventing recidivism.

As the elected Wasco County District Attorney, I appreciate the Oregon Criminal Justice Commission considering Wasco County for Justice Reinvestment Grant Funding.

Sincerely,

Matthew Ellis
Wasco County District Attorney

Cc: Molly Rogers, Wasco Co. Juvenile Department
Fritz Bachman, Wasco Co. Community Corrections



CIRCUIT COURT OF THE STATE OF OREGON
SEVENTH JUDICIAL DISTRICT
GILLIAM, HOOD RIVER, SHERMAN, WASCO, AND WHEELER COUNTIES
PO BOX 1400
511 Washington Street
The Dalles, OR 97058
541-506-2700

Janet L. Stauffer
Presiding Judge

John A. Olson
Circuit Judge

John A. Wolf
Circuit Judge

Karen Ostrye
Circuit Judge

Angie R. Curtis
Trial Court Administrator

April 26, 2021

Ken Sanchagrin, Executive Director
Oregon Criminal Justice Commission
885 Summer Street NE
Salem, OR 97301

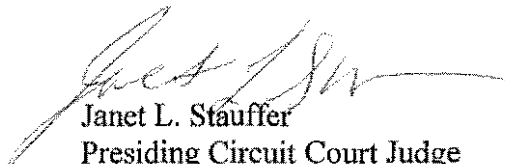
Dear Director Sanchagrin,

The Seventh Judicial District of the Oregon Judicial Branch is pleased to support Wasco County in securing funding through the Justice Reinvestment grant.

The Seventh Judicial District of the Oregon Judicial Branch is committed to partnering with Wasco County to promote the vision, mission, and goals of the local Justice Reinvestment Program: Reduce recidivism while protecting public safety and holding offenders accountable, decrease the county's utilization of imprisonment in a Department of Corrections institution while protecting public safety and holding offenders accountable.

On behalf of the Seventh Judicial District of the Oregon Judicial Branch, I appreciate your consideration in supporting Wasco County for the Justice Reinvestment Grant Funding to better serve our community.

Yours Truly,


Janet L. Stauffer
Presiding Circuit Court Judge
7th Judicial District

Cc: Molly Rogers, Wasco Co. Juvenile Department
Fritz Bachman, Wasco Co. Community Corrections



WASCO COUNTY COMMUNITY CORRECTIONS

421 East Seventh St. Annex B • The Dalles, OR 97058
p: [541] 506-2570 • f: [541] 506-2571 • www.co.wasco.or.us

Pioneering pathways to prosperity.

April 27th, 2021

Ken Sanchagrin, Executive Director
Oregon Criminal Justice Commission
885 Summer Street NE
Salem, OR 97301

Dear Director Sanchagrin,

For many years Community Corrections has been heavily committed to the reduction of recidivism while protecting public safety in Wasco County. We share the goals of the Justice Reinvestment program in this, and to decrease our county's utilization of jail and DOC imprisonment through the implementation of community programs and services, including downward departure in collaboration with our District Attorney's office.

With the active participation of our LPSCC and community partners, the Justice Reinvestment Grant gives us the ability to sustain existing programs which would not otherwise exist without your support. The outcomes we have measured over the years as justice-involved individuals engage with these programs give me confidence that the work we are doing delivers positive results and are of much benefit to our communities.

Thank you for your consideration of continued support so that we may maintain these programs and improve the lives of our residents.

Sincerely,

A handwritten signature in blue ink, appearing to read "Fritz Bachman".

Fritz Bachman
Wasco County Community Corrections Director
Phone: 541-506-2574



LPSCC

202 East Fifth Street • The Dalles, OR 97058
p: [541] 506-2660 • f: [541] 506-2661 • www.co.wasco.or.us

Pioneering pathways to prosperity.

May 13, 2021

Ken Sanchagrin,
Executive Director
Criminal Justice Commission
885 Summer Street NE
Salem, OR 97301

Dear Director Sanchagrin,

On behalf of the Wasco County Local Public Safety Coordinating Council (LPSCC), this communication is in support the Preliminary Application for Justice Reinvestment funds. The Wasco County LPSCC has been involved in each part of the application through community meetings, surveys, and the bi-monthly meetings.

Wasco County continues to strive to be community-based and collaborative as the JRI funds are managed within the justice system. There is appreciation to invest in our communities to maintain public safety and improve services to citizens.

Sincerely,

Molly Rogers, MJM
Chair, Wasco County LPSCC

cc: Fritz Bachman
Wasco County LPSCC



YOUTH SERVICES

202 East Fifth Street • The Dalles, OR 97058
p: [541] 506-2660 • f: [541] 506-2661 • www.co.wasco.or.us

Pioneering pathways to prosperity.

August 13, 2021

Criminal Justice Commission
885 Summer Street, NE
Salem, OR 97301

RE: Wasco County Justice Reinvestment

Dear Member of the Criminal Justice Commission,

The Wasco County Local Public Safety Coordinating Committee (LPSCC) met on August 3, 2021 to review and consider approving the 2021-2023 Justice Reinvestment Grant (JRI) proposals, including the supplemental grant for the Wasco County Downward Departure program.

Following the review of the process and JRI proposals as submitted, the LPSCC unanimously voted in favor of supporting the JRI programming and the JRI Supplemental program for downward departures. The Wasco County LPSCC is recommending to the Wasco County Board of Commissioners to fully support both programs for the 2021-2023 biennium.

The Wasco County LPSCC continues to be committed to the ongoing work through the Criminal Justice Commission to invest in meaningful justice reforms.

Sincerely,

A handwritten signature in blue ink that reads "Molly Rogers".

Molly Rogers, MJM
Chair
Wasco County LPSCC



BOARD OF COUNTY COMMISSIONERS

511 Washington Street, Ste 302 • The Dalles, OR 97058
p: [541] 506-2520 • f: [541] 506-2551 • www.co.wasco.or.us

Pioneering pathways to prosperity.

August 18th, 2021

Ken Sanchagrin, Executive Director
Criminal Justice Commission
885 Summer Street NE
Salem, OR 97301-2524

RE: JRI Letter of Support – Board of Wasco County Commissioners

Dear Director Sanchagrin,

On August 3th, 2021 the Wasco County Local Public Safety Coordinating Council (LPSCC) reviewed the 2021-2023 Justice Reinvestment Grant proposal. This included an application for the JRI Supplemental grant for a Wasco County Downward Departure program. The LPSCC voted unanimously to recommend support for both the JRI programs and the JRI Supplemental program, and to request approval by the Board of County Commissioners.

We, the below signing Board of Wasco County Commissioners, support this grant proposal, including the Supplemental Downward Departure Program funding, as prepared and approved by the Wasco County LPSCC.

Sincerely,
Wasco County Board of Commissioners

Scott C. Hege, Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
AUGUST 4, 2021

This meeting was held on Zoom

<https://wascocounty-org.zoom.us/j/3957734524>

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

PRESENT: 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. Additions to the Agenda: National Scenic Area letter to the Columbia River Gorge Commission

Welcome to Visitor

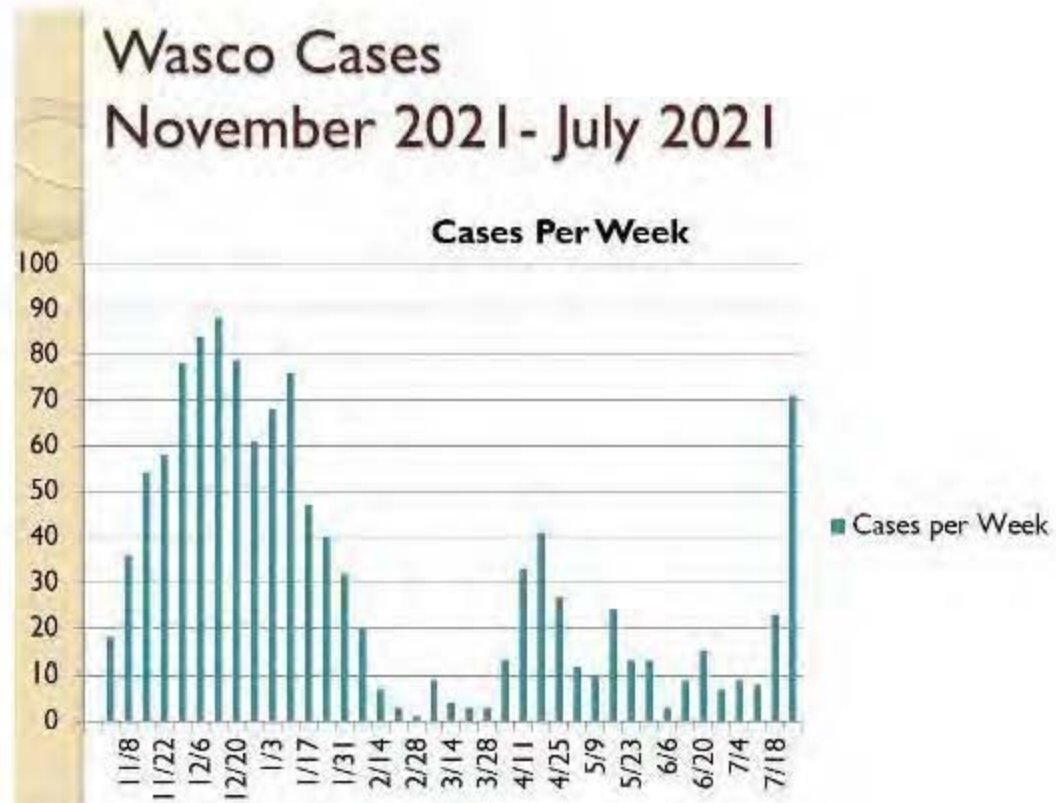
Mr. Stone introduced Congressman Cliff Bentz. Congressman Bentz said that he is back from Washington D.C. for a while and will be holding town halls throughout his territory in the coming weeks beginning with Pendleton on Monday, August 9th. He said he is anxious to hear what he can do better after his first 7 months in office. He said that most of the people in the eastern states know how to get rid of excess water but do not understand the droughts we are facing in the western portion of the country. He added that he has had an opportunity to evaluate many cities in his district and The Dalles is doing comparatively well.

Discussion List – NCPHD COVID Update

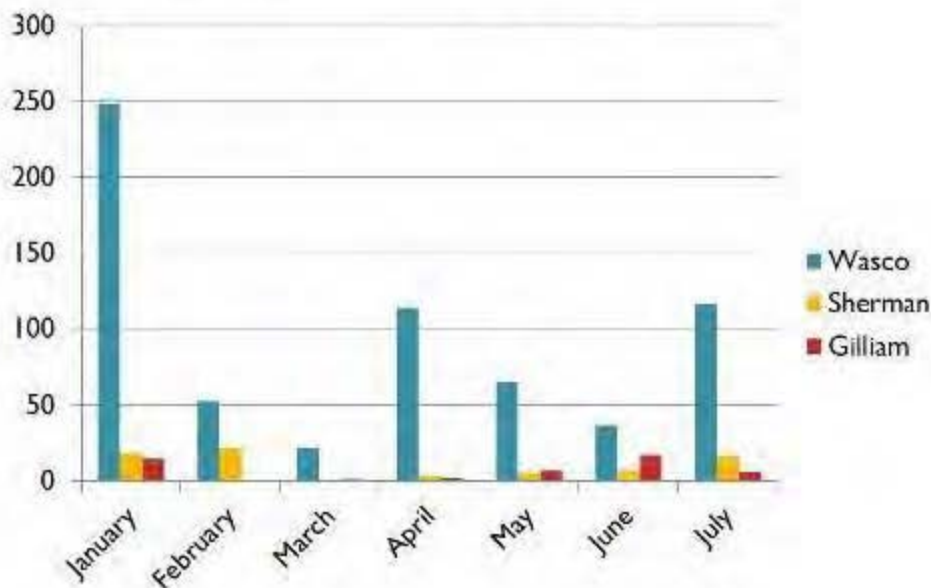
North Central Public Health District Medical Officer Dr. Mimi McDonell reported on the case count and deaths in our region since the beginning of the pandemic.

• Wasco	
• Total	1595
• Deaths	31
• Sherman	
• Total	87
• Deaths	2
• Gilliam	
• Total	87
• Deaths	1

Dr. McDonnell went on to show the trending data in Wasco County from November 2020 through mid-July 2021. She pointed out that the recent spike in cases is not unique to Wasco County but is happening in the State and across the country.



COVID-19 Cases 2021



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
AUGUST 4, 2021
PAGE 3

Dr. McDonnell focused attention on the past 2 weeks of data for our region and the State of Oregon. She reminded everyone that we used to look at these numbers regularly to determine our risk category. Although the Governor is no longer applying risk categories to Oregon counties in order to apply levels of restriction, it is still important to keep those levels in mind. We have seen a significant increase in Wasco County over the past 2 weeks; we are significantly above the State case count. Our positivity rate indicates a need for more testing.

2 week metrics			
7/18-7/31	Count	Cases per 100,000	% positivity
Wasco	96	351.7	6.5%
Sherman	12	669.3	13.5%
Gilliam	5	251.1	9.8 %
Oregon	8,760	205.2	6.9%

Dr. McDonnell went on to more closely examine the trending data for the State since the beginning of the pandemic.



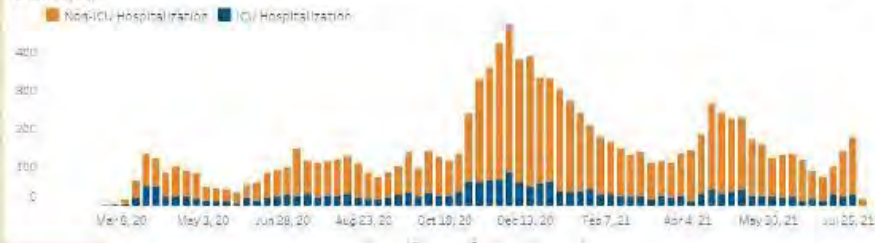
Dr. McDonnell continued, saying that it is valuable to understand the trending data. In addition, it is very important to evaluate the impact on hospital capacity in our area and throughout the state. That information helps us to know what percentage of people who test positive are affected enough to need hospitalization. The data on the chart below indicates the hospitalization data since the beginning of the pandemic. Hospital beds are at a premium across the state; some of that is due to COVID and some of that is due to staffing issues. There is a shortage of qualified medical staff in Oregon and many other states. With the additional pressure on hospitals, many are postponing non-emergency surgeries due to lack of bed space and/or staff.

Oregon Hospitalized Cases

- 12,455 Oregonians have been hospitalized with COVID-19
- 18% received care from an ICU
- Median length of stay is 6 days

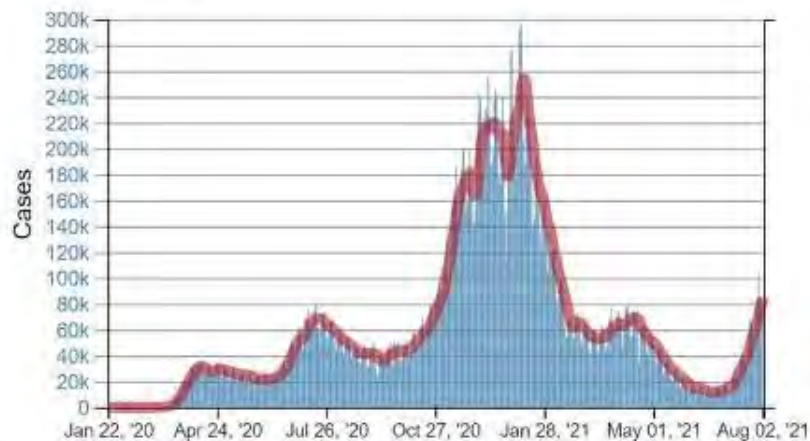
Hospitalizations of Oregon's COVID-19 Cases

This chart shows the number of COVID-19 cases in Oregon who were ever hospitalized for their illness and whether they received care from an intensive care unit (ICU).



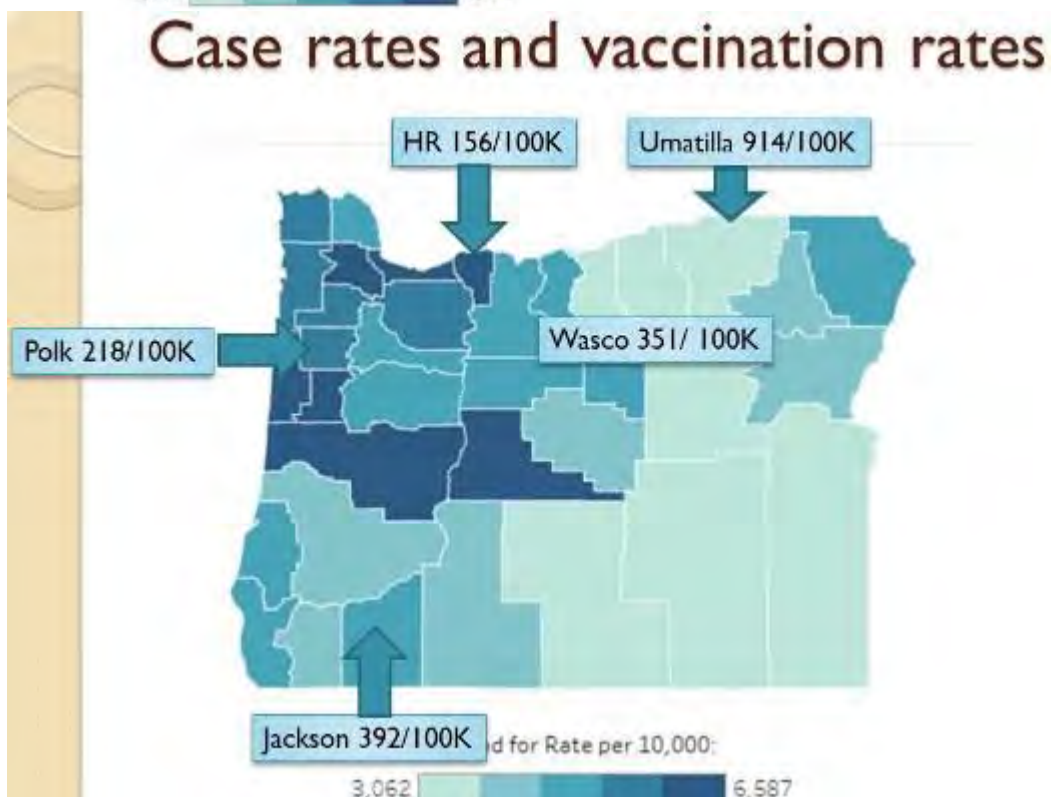
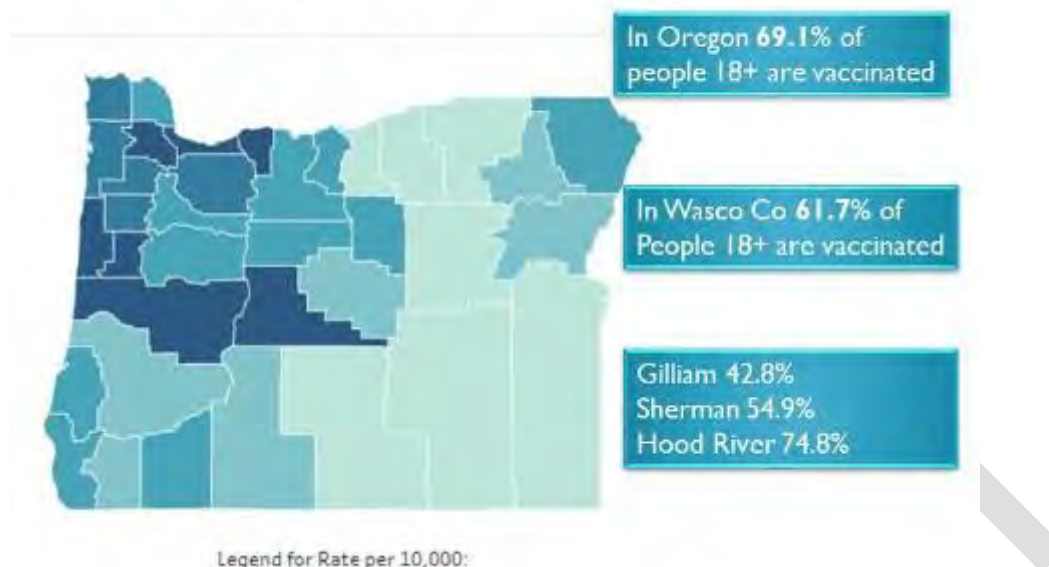
US Cases 35,171,679

Daily Trends in Number of COVID-19 Cases in the United States Reported to CDC



Dr. McDonnell reviewed the vaccination levels in the State and our region.

Vaccine Update in Oregon



The superimposed numbers on the slide above illustrate the case rate in order to allow a comparison between the vaccination rate and case rate. In general, a higher vaccination rate correlates to a lower case rate.

Dr. McDonell discussed the causes of the recent rise in the case rates. The Delta variant is concerning because it is so much more transmissible than the original virus. In addition, many of the state-imposed restrictions have been removed and people are traveling more during the summer months.

Why are cases rising?

- Change in the virus
 - Delta variant makes up over 90 % of cases in Oregon
 - Delta variant MUCH more transmissible
- Change in behavior
 - Mask mandate removed*
 - Capacity maximums removed
 - Increase in travel and social gatherings

Dr. McDonell encouraged people to take steps to reduce the spread of the virus. She discouraged people from getting information from non-medical sources such as Facebook or news stories; talk to your health care provider.

What can we do about it?

- Get vaccinated
- Get your questions answered by a health care professional
- Wear a mask and keep your distance
- Get tested if exposed or symptomatic
- Isolate or quarantine if requested
- Stay home when sick
- Avoid sharing misinformation

Dr. McDonell went on to review some of the actions employers can take to slow

the spread of the virus. She emphasized work place culture saying that employers need to encourage people to stay home when sick rather than making them feel like they need to be at work no matter what. She reminded everyone that even though there is not a state mask mandate, employers can require employees and patrons to wear masks. They can also require vaccines or testing – some businesses are already doing this.

- Create/continue safe work environment
 - Physical distancing, ventilation, "culture"
- Provide paid time off for COVID-19 related issues
 - Post-vaccine side effects, illness, isolation or quarantine
- Require masks
 - Employees and patrons
- Require vaccinations or testing
 - Federal government & military
 - Google, Facebook

Dr. McDonnell reviewed some of the incentives available for getting vaccinated and outlined vaccination opportunities.

Wasco County Incentives

- \$50 VISA cards for those getting their first vaccine
 - MCMC
 - NCPHD
 - One Community Health
 - Deschutes Rim Clinic
 - BiMart
 - RiteAid
 - Safeway
 - Fred Meyer
 - Walgreens

Upcoming Events

- Primary Care Providers and Pharmacies
- NCPHD
- Thursday August 5th at TDMS
 - 5:00-6:00 PM, online
- T-Th August 10, 11, 12 at TDHS
 - Hours TBD, walk-ups

A citizen inquired as to who is doing testing. Dr. McDonell replied that tests are administered by primary care providers or at the Public Health Office.

Vice-Chair Schwartz asked for clarification about why some of the data is for those 16 and older while other is for those 18 and older. Dr. McDonell replied that it depends on the source of the data; each source has its own reporting parameters.

Vice-Chair Schwartz asked if there is a charge for the test. Dr. McDonell replied that patients may be charged for an office visit but the test itself is free.

Vice-Chair Schwartz asked about the suggestion that employers require masks. Dr. McDonell responded that employers can require both masks and vaccinations. The more people that are vaccinated, the less chance the virus has to replicate; it is an incredibly effective tool. The decision depends on the situation, the workforce and who they are serving. Vice-Chair Schwartz pointed out that this is not a new practice for employers. She stated that she has always been required to have vaccinations to work in hospitals and schools also require vaccinations.

A citizen asked if our cases are linked to gatherings. Chair Hege expanded on that question, asking if the primary source of our high levels is a group that went to a concert, returned and attended local social events. Dr. McDonell replied that it is not one event; there have been outbreaks in long-term care facilities, restaurants, social gatherings as well as sporadic spread. She added that two of the largest health care providers in the state are requiring staff to be vaccinated.

Chair Hege asked where people should think about wearing masks. Dr. McDonell replied that if you are at an indoor public place, wear a mask . . . grocery stores,

church, etc. If you are going to be with a lot of people close together in an outdoor space, wear a mask.

Chair Hege reported that he had been on a call with the CDC and learned about the breakthrough of the variant among fully vaccinated people. He asked what percentage of the Delta variant cases are among those who have been vaccinated. Dr. McDonell replied that people who are vaccinated can transmit the virus pretty well even when not symptomatic. The vaccines are 85-90% effective so 10-15% of those vaccinated will still get the virus. With the new variant so good at replicating you can be vaccinated, get it with no symptoms and spread it effectively.

Chair Hege asked how we know that the Delta variant is in our county. Dr. McDonell stated that testing is run through the State lab with only some samples selected for typing. There is a several week delay for those results and local Public Health Districts cannot request that a specific test be typed. With the prevalence of the variant throughout the state, it is reasonable to assume that it is in Wasco County. Chair Hege asked if we will know that in coming weeks. Dr. McDonell replied that we will; however, it is important to understand that no matter the variant, cases are up.

Chair Hege asked if a new COVID test is being developed. Dr. McDonell answered that our partners at OHSU in collaboration with others have been collecting samples to test a new test that recognizes COVID-19. They are testing it in rural Oregon and people are volunteering to be part of the study. We are grateful that they are here and will share more as we learn more.

Agenda Item – Planning Commission Decision Appeal Hearing

At 9:45 a.m. Chair Hege opened the Board of Commissioners Quasi-Judicial Hearing on agenda item 921-21-000009-PLNG, A Subject to Standards request decided upon by the Planning Commission, for a subdivision to divide a 44.38-acre parcel into eight lots ranging from 5-8.35 acres.

The property involved is described as Tax Lot 4S 12E 14 200; Account Number 11457.

The criteria for approval of the land use decisions includes: Chapter 2 - Development Approval Procedures; Chapter 3 – Basic Provisions, Section 3.650, Wamic Residential (WAM-R2) Zone, subsection 3.654.B., Uses Permitted Subject to Standards/Type II Review, Partition, Property Line Adjustments and Subdivisions

subject to Chapter 21 – Land Divisions, Section 3.656 – Property Development Standards; Chapter 10 – Fire Safety Standards, Section 10.230 – Fire Safety Mitigation Plan; Chapter 21 – Land Divisions, Section 21.030 – Basic Provisions and Design Standards, Section 21.200 – Preliminary Subdivision Plan Approval.

The proposal must comply with applicable provisions contained in the Wasco County Comprehensive Plan, and State Law. Generally, unless otherwise noted, if a request is found to be consistent with the LUDO it is considered consistent with the Comprehensive Plan.

This will be a de novo hearing, conducted as a new hearing before the public. New evidence or testimony will be accepted to fully and fairly address significant procedural or substantive issues raised,

Chair Hege asked if any commissioner wished to disqualify themselves for any personal or financial interest in this matter. Does any commissioner wish to report any significant ex parte or pre-hearing contacts? There were none.

Chair Hege asked if any member of the audience wished to challenge the right of any commissioner to hear this matter. There were none.

Chair Hege asked if there was any member of the audience who wished to question the jurisdiction of this body to act on behalf of Wasco County in this matter. There were none.

Chair Hege asked if any Commissioner conducted a site visit to the subject property. There were none.

Chair Hege explained that anyone could speak for or against the proposal at today's hearing. However, only those who have "party" status would be able to appeal a decision reached by this commission.

Those seeking party status need to declare as such at the beginning of their testimony.

A party is defined in Section 1.090 as:

- a. *The applicant and all owners or contract purchasers of record, as shown in the files of the Wasco County Assessor's Office, of the property which is the*

subject of the application.

- b. All property owners of record, as provided in (a) above, within the notification area, as described in section 2.080 A.2., of the property which is the subject of the application.*
- c. A Citizen Advisory Group pursuant to the Citizen Involvement Program approved pursuant to O.R.S. 197.160.*
- d. Any affected unit of local government or public district or state or federal agency.*
- e. Any other person, or his representative, who is specifically, personally or adversely affected in the subject matter, as determined by the Approving Authority.*

And in ORS 197.830 (7)(b) as:

(B) Persons who appeared before the local government, special district or state agency, orally or in writing.

Chair Hege outlined the Rules of Evidence

- a. No person shall present irrelevant, immaterial, or unduly repetitious testimony or evidence.**
- b. Evidence received shall be of a quality that reasonable persons rely upon in the conduct of their daily affairs.**
- c. Testimony and evidence must be directed toward the criteria applicable to the subject hearing or to criteria that the party believes apply to the decision.**
- d. Failure to raise an issue with sufficient specificity may preclude raising it before the Land Use Board of Appeals.**
- e. Failure to raise constitutional or other issues relating to proposed conditions of approval with sufficient specificity to allow Wasco County to respond to the issue precludes an action for damages in circuit court.**

Chair Hege asked staff to present their report.

Assistant Planner Daniel Dougherty reviewed his presentation (attached).

- **SLIDE 2: PUBLIC HEARING (921-21-000009-PLNG)**

1. Hearing involves a request for the approval of the Pineridge preliminary subdivision plan to divide a 44.38-acre parcel into eight lots ranging from 5-8.35 acres. The originally planned 1.08-acre park was removed from the original plan. The finalized subdivision plat will reflect this. The subject parcel is located at 4 South, 12 East, Section 14, Tax Lot 200.
2. In accordance with the underlying zone, the proposed subdivision is being reviewed Subject to Standards. Per the Wasco County Land Use and Development Ordinance Chapter 2 Development Procedures, this preliminary subdivision request was originally brought before the Planning Commission in a Quasi-Judicial Review Hearing, where the preliminary subdivision plan with conditions of approval was approved on June 1, 2021. A Notice of Decision was issued on June 3, 2021, with an appeal date ending on June 15, 2021.
3. A request for a De Novo (from the new) appeal hearing before the Wasco County Board of Commissioners was properly received and processed on June 11, 2021. (Don't Read unless asked authority) Chapter 2 (Section 2.180) provides the Wasco County Board of Commissioners authority to hear this request.
 - As provided on the submitted "Appeal Form" the reason for the appeal is to contest Condition of Approval (6) within the Notice of Decision, requiring the developer to make improvements to and maintain Emigrant Road. (This hearing will briefly cover the subject area and the specific issue raised on appeal).

- **SLIDE 3: VICINITY MAP**

1. The subject parcel and adjacent units of land located to the north are within the Wamic Residential (R-2) Zone.
2. Units of land located to the west are within the Wamic Medium Industrial, Wamic Commercial, and Wamic Residential Zones.
3. Units of land located east are within the Exclusive Farm Use Zone.

- **SLIDE 4: PRELIMINARY SUBDIVISION PLAN**

1. This is the preliminary subdivision plan
2. **Click:** Lots 1-7 range from 5-5.20 acres in size, and are provided south access by Homestead Road.
3. **Click:** Lot 8 is the largest at 8.35 acres, and is provided north access by Emigrant Road.

- **SLIDE 5: PROPERTY DEVELOPMENT STANDARDS**

1. Property Development Standards within Section 3.656 includes criteria regulating property size, proposed setbacks, floodplain review, proposed signage, maximum height of structures, and vision clearance.
 - **Property Size:** Since the newly proposed lots will not be served by either an approved community, municipal or public water system or an approved community or public sewage system, the lots are required to be at least five acres in size, with a minimum width of 300'. The lots must also demonstrate that they can meet Department of Environmental Quality on-site sewage disposal rules in effect. Staff finds that the preliminary plan meets the property size requirement, and has recommended a condition of approval stating that objective proof of meeting the DEQ on-site sewage disposal rules shall be provided prior to submitting the final subdivision plat for approval.
 - All other property development standards have either been found to outright comply with the standards, comply with conditions of approval being met, or have been found to be inapplicable to this request.

- **SLIDE 6: CHAPTER 21 – LAND DIVISIONS (Underlying issue on appeal)**

1. Chapter 21, Section 21.030 Basic Provisions and Design Standards, (Regarding land division proposals, Section 21.030, covers provisions & design standards that include, but are not limited to access and road design standards, Utility Lines, Waterways, and Environmental Hazards, and Street names).

2. The specific criterion that provides the county authority to require that a developer to widen an existing road is found within Subsection 21.030.L. This subsection provides that *"Whenever existing streets adjacent to or within a tract are of inadequate width, additional right of way shall be provided at the time of subdivision or partitioning."*
- The **original Staff Report finding** concerning subsection 21.030.L, presented to the Planning Commission on June 1, 2021, provided: "Emigrant Street and Homestead Road are projected to have 25-250 Annual Average Daily Trips (ADT), classifying them both as Rural Local Roads, in accordance with Table 21-1 – Rural Wasco County Public Roadway Design Standards... This information was confirmed with Arthur Smith the Director for the Wasco County Public Works Department by email on April 28, 2021." Additionally, Director Smith commented that both Emigrant and Homestead Roads are "Public Roads of Local Access, so they will not be maintained by the county."
 - Further findings provided that Emigrant Road serves seven existing properties located to the north, and will serve Lot 8 and the proposed park.
 - In order to ensure that Emigrant Road can meet the road design standards that are required when a public road's Average Daily Trips fall between 25-250, a **condition** of approval was included in the Notice of Decision that provides that: Emigrant [Road] shall meet the design standards for Rural Local Roads with an ADT of 25-250, specifically the standards located [in] Table 21-1-Rural Wasco County Public Roadway Design Standards... It will be the responsibility of the developer if any improvements to Emigrant [Road] must occur.
 - Additionally, the condition provided that "Maintenance of [Emigrant Road] will not be the responsibility of Wasco County. Prior to submittal of the final subdivision plat for approval, a plan for road maintenance on Emigrant [Road] shall also be developed, and presented as part of the request." Criteria that requires the developer to widen access roads if needed is explicitly within Chapter 21 as part of land divisions. So if the owner wanted to place a dwelling unit on the existing parcel, the Planning Department doesn't have the authority to require Emigrant Street to be widened, even though ADT would likely increase due to the added dwelling unit.

Mr. Dougherty's statements were confirmed by Public Works Director/Road Master Arthur Smith.

Commissioner Kramer asked if the developer and applicant referred to in the report are one in the same. Mr. Dougherty replied affirmatively.

- **SLIDE 7: ISSUE ON APPEAL**

1. A request for a De Novo (from the new) appeal hearing before the Wasco County Board of Commissioners was properly received and processed on June 11, 2021.
2. Grounds for the appeal were provided by the appellant and can be found on page 249 of the Wasco County Board of Commissioners Hearing Packet. The appellant provides the following: "This appeal requests the review of Condition of Approval 6 as approved by the Planning Commission. Emigrant Street currently serves multiple dwellings as well as the community of Wamic's sanitary services. The proposed subdivision would create the possibility of only one additional dwelling to be served by the street. The street adequately serves the current uses and any additional traffic generated by an additional dwelling. If improvements to Emigrant Street are deemed necessary, this should not be the sole responsibility of the applicant."
3. No additional information has been submitted on behalf of the appellant since June 11, 2021. Only piece of information that would support a changing of Condition (6).

- **SLIDE 8: 2019 ODOT REPORT**

1. On July 21, 2021, staff contacted the Wasco County Public Works Department Director Arthur Smith for additional clarification and expert commentary on road width standards and projected Average Daily Trip calculations.
- Regarding the projected ADT for Emigrant & Homestead Roads, Director Smith provided the following: "The estimated ADT is based on projected trips generated per household or potential households (lot). I tend to be very conservative with this number and use around 4 trips per day for our rural areas. This number is less than half of the Statewide trip rate of 8.9 -

see the link for the 2019 study prepared for the Oregon Dept. of Transportation: www.oregon.gov/ODOT/Planning/Documents/OHAS-Daily-Travel-In-Oregon-Report.pdf

- The study that Director Smith is referring to is titled “Personal Travel in Oregon: A Snapshot of Daily Household Travel Patterns”. A copy of this report was included in the BOC Packet, and referenced data (specifically the 8.9 average daily trips estimate) can be found on pages 49, 56, and 89.
- **SLIDE 9: ROAD WIDTH IS DRIVEN BY ADT**
 1. Director Smith further added: “If a lot can be divided into multiple lots, then I would estimate the potential ADT for the full build out. This has been part of the problem in Wasco County with over 105 miles of Public Roads of Local Access that were never constructed to standard. The initial build was minimal and then later lots were divided, more homes were built, more ADT generated, but the road was never improved. Unfortunately, Emigrant Street is a great example of this. For our standards, the roadway width is driven by ADT. A road that is projected to have 25-250 ADT needs to be constructed to a greater width than a road projected to serve less than 25 ADT.”
 2. As illustrated on the Pine Ridge Subdivision Preliminary Plat, Lot 8 contains Possible Future Lot Lines. Also recall that Property Development Standards for the Wamic Residential (WAM-R2) Zone Subsection 3.656.A allows lots to be 2 acres in size if they are served by a by either an approved community, municipal or public water system or an approved community or public sewage system.
- **SLIDE 10: ADDRESSES & PARCELS SERVED**
 1. Additional Staff analysis provides that Emigrant Road currently serves at least eight tax lots, and six registered addresses with physical development. (Slightly differs from Staff Report. Nine served parcels in the Staff report and registered addresses). All of the parcels that are directly served by Emigrant Road are within the Wamic Residential (WAM-R2) Zone (North parcels are within the Flood Zone).

- Using the conservative 4 ADT per developable unit of land (Not household) the existing ADT for Emigrant road is approximately 32 Average Daily Trips (4 ADT x 8 parcels = 32 ADT).
- Using the existing six registered addresses served by Emigrant Road (4 ADT x 6 registered addresses = 24 ADT).
- Using the 8.9 Average Daily Trips cited in the ODOT study, and counting only those addresses directly served by Emigrant Road where the address has been confirmed by the Wasco County Assessor's public Ascend database to contain a dwelling unit (8.9 ADT x 5 confirmed dwellings = 44.5 ADT) (4 ADT x 5 = 20 ADT).
- **SLIDE 11: RECCOMENDED ACTION**
 1. Based on the original application materials, clarified information and analysis, expert commentary, and lack of additional information provided by the appellant, Staff recommends that Condition (6) be retained.
 2. Condition (6) within the BOC Packet on page 2 provides "Emigrant Street shall meet the design standards for Rural Local Roads with an ADT of 25-250, specifically the standards located in Table 21-1-Rural Wasco County Public Roadway Design Standards, in Chapter 21 of the Wasco County Land Use and Development Ordinance. It will be the responsibility of the developer if any improvements to Emigrant Street must occur. Maintenance of this road will not be the responsibility of Wasco County. Prior to submittal of the final subdivision plat for approval, a plan for road maintenance on Emigrant Street shall also be developed, and presented as part of the request."
- **SLIDE 12: RECCOMENDED ACTION**

Staff Recommends:

- Approve the preliminary subdivision plan as submitted by the applicant, to subdivide the 44.38 acre parcel into eight lots ranging from 5 to 8.35 acres, with the condition that the park be removed from the plan and the acreage added into the adjacent lots.

QUESTIONS

Vice-Chair Schwartz asked if that if the 8-acre parcel were to be divided into R2 lots, would that be just a ministerial review. Mr. Dougherty replied that it would be processed in the exact same manner as we are doing here.

Chair Hege noted that Emigrant Road is an existing road; he asked if the condition is requiring it to be enhanced. Mr. Dougherty said that it will have to meet Chapter 21 standards whether it is paved or unpaved. It will need to be widened. The criteria specifically says that if the road needs to be widened, it is the responsibility of the developer.

Chair Hege asked how much wider it would need to be. Mr. Dougherty stated that he does not know exactly how much it will need to be widened.

Chair Hege observed that in the appeal it noted that other property owners have access to the road. He asked if there are local improvement districts or adjacent landowners that might help defray the cost. Mr. Dougherty answered that would be a private negotiation the developer could undertake with neighboring property owners.

Chair Hege asked Mr. Smith if he has a sense of the additional width that would be needed. Mr. Smith said that he was in the area and drove out to look at the road. It is not the condition of the road that is in question. Applying the standard it would need to be 22 feet in width, the road would need to be widened by approximately 4 or 5 feet in very rough terms.

Vice-Chair Schwartz asked about the ADT (Average Daily Trips) data. Mr. Dougherty said that if you use the conservative estimate for households along the road, you are looking at a total of 20 ADT. If you are using lots served, there are 8 and that would be 32 ADT. The 2019 ODOT study projected 8 ADT.

Vice-Chair Schwartz asked how many dwellings are proposed. Mr. Dougherty stated that there are none proposed at this time but the lots have that potential.

Vice-Chair Schwartz asked when we talk about the ADT in relationship to the lots outside of the subdivision, could they get dwellings. Mr. Dougherty replied that there are 3 additional lots; 2 are in the flood zone and the other 1.4 acre lot could potentially be developed. Vice-Chair Schwartz asked if those lots would not be

subject to the subdivision standard. Mr. Dougherty confirmed. He said that we do not have that mechanism for those; that comes in when you divide the land. He reviewed the map included in the presentation and added that the 1.08 acre park would be divided among the adjacent parcels.

Vice-Chair Schwartz asked about the blue square outlined in the map. The applicant stated that it is a cemetery right now. Mr. Dougherty said in that case it would not be developable and that leaves only 2 parcels that might be developed outside of the subdivision.

Chair Hege asked the applicant to present. Curt Fatland of Tenneson Engineering presented a slide show (attached). He explained that there is leftover land not being proposed for development. Wamic Water and Sewer does not have the capacity to serve them. It is the front seven lots being proposed for development and they are accessed by Homestead Road. One lot that uses Emigrant is a pump house for Wamic. He said that the applicant disputes the increases in development potential along Emigrant Street.

Mr. Fatland said that they would like to alter Condition #6 to say: *Upon further division of Proposed Lot 8, Emigrant Street shall meet the design standards for Rural Local Roads with an ADT of 25-250, specifically the standards located in Table 21-1- Rural Wasco County Public Roadway Design Standards, in Chapter 21 of the Wasco County Land Use and Development Ordinance. It will be the responsibility of the developer if any improvements to Emigrant Street must occur. Maintenance of this road will not be the responsibility of Wasco County. Prior to Submittal of the final subdivision plat for approval, a plan for road maintenance on Emigrant Street shall be also be developed and presented as part of the request.*

Applicant Austin Justesen stated that if they weren't doing the subdivision with the 44 acre lot and we wanted to build a house on that lot, they would not have to improve the road. Essentially, we are looking at the 7 lots at the top of the property where they built out a nice road that meets County specifications. If someone were to buy that lower lot and put a house on that buildable corner, there is an existing road that already goes there.

Mr. Justesen went on to explain that when they first began this project, they went to the City of Wamic because, although that 8 acre lot is very steep, they were going to do smaller lots and hook into the water system for the City. However, they do not have the capacity for that and even if the developer contributed

funding from their project, Wamic would not be able to expand their capacity to accommodate the subdivision. That is why the developer modified their plan to make fewer but larger lots.

Vice-Chair Schwartz asked if it is possible for them to create their own community water and sewer system. Mr. Justesen replied that it is not possible with 2-acre lots – it has to be a municipal system. Mr. Dougherty added that in order to divide into 2 acres, it has to have community service.

Vice-Chair Schwartz stated that she would like to hear staff comments on the proposed change to Condition #6.

Commissioner Kramer said that he did not see a discussion that the Planning Commission and staff had around Condition #6. He asked if there was any discussion around this or any questions that would have raised a red flag. Mr. Dougherty stated that he was not at the hearing but he did not see anything in the minutes that indicated a discussion on that particular condition.

Mr. Fatland said that it really did not come up at the hearing and it was a surprise to the applicant. He said that it came up last –minute which explains why we are going through the appeal process rather than a discussion that might have occurred at the Planning Commission level. He said more of the focus at the Planning Commission meeting was on the 1.08 acre park which the applicant chose to pay a fee rather than set that land aside.

Mr. Justesen stated that the improvement of Emigrant Road is not just about the width. The specifications are rigorous. Using the contractor employed to improve Homestead Road, it would cost approximately \$100,000. Mr. Fatland added that the intention is to keep that mechanism in the conditions for possible future subdivisions.

Chair Hege asked if there was anyone present wishing to speak in favor of the request. There were none.

Chair Hege asked if there was anyone present wishing to speak in opposition of the request. There were none.

Chair Hege asked if the applicant wished to review any of the issues discussed. Mr. Justesen commented that this will be a good thing for Wamic and for Wasco

County.

Chair Hege asked if the Commissioners had any other questions.

Vice-Chair Schwartz asked for confirmation that the Planning Commission did not have a similar discussion around this road. Mr. Dougherty replied that based on his understanding of the Planning Commission minutes, they did not have this discussion. Chair Hege noted that the applicant concurs with that assessment.

Mr. Justesen stated that they were under the impression that they just needed to improve Homestead Road. It was only recently that we found that language that impacted Emigrant Road.

Vice-Chair Schwartz asked staff to comment on the proposed changes. Mr. Dougherty said that the issue is the restrictive language and that the proposed condition may not be possible. He said staff would probably need time to consider it; the criteria is black and white and is tied to the ADT projections.

Mr. Justesen said that only one house can be built that would access Emigrant Road; if that is all that happens, no improvement would be required. That one lot is the only one that would access Emigrant Road. Mr. Dougherty commented that the difference is in the criteria for a single unit and the criteria for a subdivision.

Interim Planning Department Director Dr. Kelly Howsley-Glover said that, as Mr. Dougherty has mentioned, the trigger for improving roadways is land division which is consistent with state law. This is not unusual or unique. As Mr. Dougherty explained, it is black and white criteria. The Planning Commission has some leeway. We have recently gone through a review and have been advised by counsel to stick to the black and white standard; it is a pass/fail test.

Chair Hege asked that if Lot 8 is subdivided in the future, would the applicant need to go through this same land use process. Mr. Dougherty responded that they would. Chair Hege commented that they could not go through some process that would not have this same condition.

Mr. Smith said he has no skin in the game and is just applying the standards. He said that he feels good about the ADT he predicts for our county and is not sure that the ODOT predictions are accurate here. He said he feels that his ADT prediction is more accurate for our local roads.

Commissioner Kramer stated that he appreciates that the park was removed and the percentage of assessed value is being paid. That will eliminate some of the traffic on this road. He asked if we consider this modification, do we need to procedurally extend the public hearing or can we just modify it. Mr. Dougherty replied that they can make the decision today or can continue the hearing.

Chair Hege closed the hearing at 10:52 a.m. and opened deliberations.

Chair Kramer restated his appreciation for the removal of the park from the plan; that has been a problem in past developments. He said that he thinks the modification is a reasonable request with a guarantee that if Lot 8 is divided, the road will be brought up to standard. He said he thinks that the Planning Commission might have agreed with it as well. He added that it is well thought out and he appreciates the forward movement in light of our housing issues.

Chair Hege commented that changing the condition doesn't necessarily require the improvement, but would if they divide Lot 8 which would be true even without the modification to Condition #6. He asked for confirmation that all of the staff that was at the Planning Commission Hearing is no longer here. Dr. Howsley-Glover confirmed. Chair Hege pointed out that with or without this condition, if they move forward with the division of Lot 8, they would have to go through this process. Dr. Howsley-Glover concurred saying that having the modified condition in the record won't have an impact; we will have to follow the existing rules which are currently under an update process.

Vice-Chair Schwartz asked how much 4 ADT per household would be. Mr. Smith responded that the national standard is 25 ADT or less; 4 ADT per lot is his engineering discretion that he uses. If it is 6 lots, it is just below the standard; if it is 8 lots, it is above the standard.

Vice-Chair Schwartz said that she would move more toward the clear and objective data. It seems clear that 32 is the number and is above 25.

Commissioner Kramer said that basically we can approve the subdivision but potentially remove or modify one condition.

{{{Commissioner Kramer moved to modify the Planning Commission's recommendation and Approve the application, with Amended Conditions and Findings as proposed by applicant. Chair Hege seconded the motion.

DISCUSSION

Vice-Chair Schwartz said that she thinks there has been a good discussion. She stated that she believes in the clear and objective data and that is how she wants to look at this dilemma – the data is clear.

Chair Hege said he would generally tend to agree but in this case we have a clear path. This lot is subdivided to meet those standards. Adding \$100,000 in costs for 1 lot or potentially no lots is a cooling factor for the developer to move forward. He said that he is confident that the teeth are still there to require that improvement in the future.

Commissioner Kramer echoed Chair Hege's comments. He said there are several issues to be considered. We are lacking housing. This is 7 lots. He said that he knows the applicants and is confident that they will follow through in the future if there is a division of Lot 8. This is a win/win for all of us. Given the set of circumstances with staff not involved in this issue early on, he said he thinks this in on our best interest.

Chair Hege added that if they divide, there may be a way to improve the Wamic systems.

Vice-Chair Schwartz noted that there was not a discussion of this at the Planning Commission hearing – that is a gap. She said given the comments put forward by the other Commissioners, she thinks this is reasonable.

The motion passed unanimously.}}}

Agenda Item – Finance Report

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

Chair Hege asked about the results of the conversion to the Munis financial platform. Mr. Middleton said that it is a learning curve; change is always difficult. Ms. Clark stated that the Finance Manager would be updating the Board on the Munis Conversion at the September 1st Session.

Commissioner Kramer commended Mr. Middleton for his input at the recent Fair Board meeting – it is great support for that group and good leadership.

**Consent Agenda – Minutes, Youth Think Contract, Legal Notice
Contract**

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

Agenda Item – Executive Session

At 11:15 a.m. Chair Hege opened an Executive Session pursuant to ORS 192.660(2)(g) and (2)(h) Trade Negotiation and Consultation with Legal Counsel. He explained the process and instructed members of the press to not report on the items discussed in Executive Session except the general topic as previously announced.

The Regular Session resumed at 11:58 a.m.

Discussion Item – NSA Letter

Chair Hege explained that a letter had been drafted as a response to the Gorge Commission's 2020 Plan. Vice-Chair Schwartz redrafted the letter which Chair Hege then modified. He said that his suggestion would be to have Mr. Stone finalize the letter based on feedback from the Board. He said that he tried to meld what was there with the language suggested by Vice-Chair Schwartz. It is largely the same but less aggressive; it encourages partnership.

Sheila Dooley asked if the public would see it before it was sent. Chair Hege responded that letters are not put out for public comment. When it is done it will be a public record.

Mr. Stone asked if the direction is for him to work with County Counsel to get that out the door with Board signatures. Chair Hege responded that he concurs with it and he would like Mr. Stone to get feedback from the other two Commissioners before sending it out.

Commissioner Kramer stated that he has read the modified letter and concurs; it has been toned down but addresses the financial needs and lays out our concerns. He noted that there is some clean up to be done on grammar and spelling.

Chair Hege asked that Vice-Chair Schwartz review the letter and provide feedback to Mr. Stone to get the letter out the door.

*****The Board was in consensus for Mr. Stone to take in feedback from Vice-Chair Schwartz on the letter to the Gorge Commission regarding the 2020 National Scenic Area Management Plan in order to finalize the letter and get it sent to the Columbia River Gorge Commission.*****

Commission Call

Vice-Chair Schwartz said that she is staying in touch with NCPHD and OHA regarding the spread of the virus. She asked if the Administration will be having a discussion around mandating masks and/or vaccinations.

Mr. Stone replied that at this time we are moving forward with the Governor's recommendations and have shared that with staff. He said that he will not mandate it unless directed to do so by the Board of Commissioners.

Some discussion ensued around the comments made by Dr. McDonell earlier this morning. She outlined actions employers could take to help stop the spread of the virus but did not make a clear recommendation. Commissioner Kramer stated that he is ready to follow recommendations. Chair Hege said that his hope is that it will get better but if it gets worse, we will likely receive clear direction.

Chair Hege reported that he, along with other eastern Oregon County Commissioners, had met with Congressman Bentz around forest policy. In the end, there is no clear direction at the federal level. There is the Resilient Federal Forest Act sponsored by Congressman Westerman. We are trying to get fire fuels out of the forest and find a productive use for them. There are no magical solutions but there is agreement that we need to do something.

Commissioner Kramer said that the River Democracy Act is also an issue. Only one stream in our county is impacted – Boulder Creek; in Malheur County there are 30. We need more clarity. Natural Resources at AOC has requested more information. There is even a lake being classified as a wild and scenic river.

Vice-Chair Schwartz reported that Senate Bill 762 has an aggressive fire prevention provision. There is a lot there that it is hard to know how to implement locally. There are sections on Building Codes, mapping and a lot more. The best summary is in the Mosier Valley News.

Chair Hege adjourned the session at 12:12 p.m.

Summary of Actions

MOTIONS

- **To modify the Planning Commission's recommendation and Approve the application, with Amended Conditions and Findings as proposed by applicant.**
- **To approve the Consent Agenda: 7.21.2021 Minutes, .Youth Think NORC Contract Renewal, Annual Legal Notices Agreement with Columbia Gorge News.**

CONSENSUS

- **For Mr. Stone to take in feedback from Vice-Chair Schwartz on the letter to the Gorge Commission regarding the 2020 National Scenic Area Management Plan in order to finalize the letter and get it sent to the Columbia River Gorge Commission.**

Wasco County
Board of Commissioners

Scott C. Hege, Commission Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



AGENDA ITEM

Planning

[DLCD GRANT](#)

[LETTER OF SUPPORT](#)



PLANNING ITEM

DLCD Grant

[OFFER LETTER](#)

[GRANT AGREEMENT](#)

[MOTION LANGUAGE](#)



Oregon
Kate Brown, Governor

Department of Land Conservation and Development

635 Capitol Street NE, Suite 150

Salem, Oregon 97301-2540

Phone: 503-373-0050

Fax: 503-378-5518

www.oregon.gov/LCD

August 10, 2021

Kelly Howsley Glover, Interim Planning Director
Wasco County
2705 East Second Street
The Dalles, Oregon 97058

SENT VIA E-MAIL



**RE: Columbia River Gorge National Scenic Area 2021-2023 Planning Grant Offer
(Grant No. GORGE-23-003)**

Dear Kelly:

The Department of Land Conservation and Development (DLCD) is pleased to offer Wasco County a 2021-2023 grant in the amount of \$100,000 for Gorge Scenic Area planning assistance. The agreement is attached. Please read it carefully.

You will note that our offer increases the 2019-2021 technical assistance grant amount by \$10,000. We are happy to be able to offer Wasco County this increased amount in recognition of the increasing costs you incur to fully implement the Columbia River Gorge National Scenic Area Management Plan.

You will find the entire grant agreement in an attached PDF file. Please complete and sign the agreement on page 7, and scan and return pages 1 through 7 of the signed agreement via e-mail to DLCD.GFGrant@dlcd.oregon.gov. Alternatively, the signed agreement can be mailed to the address in the letterhead. Please return the signed agreement by September 9, 2021.

Upon receipt of the signed agreement, I will sign for DLCD and return a complete, executed agreement to you via e-mail. The attached grant agreement is not in effect until signed by Wasco County and DLCD. Funds will be sent to you in accordance with the payment schedule in the agreement. **Please note that we can reimburse only eligible costs incurred after all parties have signed and before the termination date of this agreement.**

If you have questions about the agreement, please contact Scott Edelman, the grant manager, at 541-318-7921 or scott.edelman@dlcd.oregon.gov or me at 503-856-6935 or gordon.howard@dlcd.oregon.gov.

Best Wishes,

A handwritten signature in blue ink that reads "Gordon W. Howard". The signature is fluid and cursive, with the first name "Gordon" being the most prominent.

Gordon Howard
Community Services Division Manager

cc: Krystyna U. Wolniakowski, Gorge Commission Executive Director
Scott Edelman, DLCD Regional Representative

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



2021-2023 GORGE GRANT

AGREEMENT COVER SHEET	
This cover sheet is informational and not a part of the agreement	
Offer Date: August 10, 2021	
Grantee Wasco County 2705 East Second Street The Dalles, Oregon 97058	Grant No. GORGE-23-003
Project Title: Columbia River Gorge National Scenic Area Planning Assistance	
Grantee Representative Kelly Howsley Glover, Interim Planning Director 541-506-2560 kellyg@co.wasco.or.us	DLCD Grant Manager Scott Edelman, Central Ore. Regional Rep. Phone: 541-306-8530 scott.edelman@dlcd.oregon.gov
GRANT AMOUNT: \$100,000	PROJECT END DATE: May 31, 2023
Last day to amend agreement: March 1, 2023	

Signature

Grantee shall return a signed agreement to DLCD by e-mail within thirty (30) days of the Offer Date. If not signed and returned and without modification by Grantee within thirty (30) days of receipt, the DLCD Grant Program Manager may terminate the grant award. Upon receipt of the signed Agreement the DLCD Grant Program Manager shall sign and return a digital copy of the signed document via e-mail.

Grantee will provide all draft and final Products, including memos, reports, and maps produced by this grant agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
2021-2023 GORGE GRANT
AGREEMENT

DLCD Grant Number: GORGE-23-003

Wasco County

This agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Land Conservation and Development, hereinafter referred to as “DLCD,” and **Wasco County**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained (“Effective Date”). Grant Funds under this Agreement are available for eligible costs as defined in Sections 4 and 6 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or the Project End Date provided in Attachment A. DLCD’s obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Project End Date.

2. **Agreement Documents.** The Agreement consists of this agreement (without any attachments) and the following Attachments, all of which are attached hereto and incorporated by reference:

Attachment A: **Project Description and Budget**

Attachment B: **DLCD Contact Names and Addresses**

Attachment C: **Request for Product Reimbursement Form and Instructions**

Attachment D: **Grant Expenditures Report**

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: this Agreement without Attachments; attachments as listed, in descending order of precedence.

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$100,000**. Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.

4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may 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 DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.

5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Grant Manager and Grants Administrative Specialist in writing by personal delivery, e-mailing, or

mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hererof.

- a. **Progress Reports.** Grantee will submit a written status report at the request of the DLCD Grant Manager or as required in the Project Requirements in Attachment A.
- b. **Financial Reimbursement Reports.** In order to receive reimbursement, Grantee must submit to DLCD requests for reimbursement that include Product(s) as provided in Attachment A on the form provided in Attachment C. Grantee shall submit a closeout report to DLCD within 30 days after the termination of the Agreement or the Project End Date, whichever is earlier. Reimbursements for products will be reduced or withheld if Progress or Closeout Reports have not been timely submitted or are incomplete.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** DLCD will disburse the Grant Funds as reimbursement for eligible costs incurred to produce Products in carrying out the Project, up to the amount provided in Section 3. Reimbursements will be made by DLCD within 30 days of DLCD's approval of a request for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Grantee, during the period specified in Section 1, in performance of the Project and that are not excluded from reimbursement by DLCD, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** DLCD's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. DLCD has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Grantee is in compliance with the terms of this Agreement.
 - iii. Grantee'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. Grantee has provided to DLCD a request for reimbursement in accordance with Section 5.b hereof. Grantee must submit its final request for reimbursement no later than 30 days after the earlier of termination of this Agreement or the Project End Date. Grantee will not disburse Grant Funds in response to reimbursement requests submitted after that date.

7. Representations and Warranties of Grantee. Grantee represents and warrants to DLCD as follows:

- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee 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 Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee 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 or any provision of Grantee's organizational documents, (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 Grantee is a party or by which Grantee 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 Grantee of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

The warranties set 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. **Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, e-mailing, or mailing the same by registered or certified mail, postage prepaid, to the Grantee's Grant Representative or DLCD's Grant Manager, as the case may be, at the address or number set forth in Attachment B, or to such other addresses or numbers as either party may indicate pursuant to this section. Any notice delivered by e-mail shall be effective on the day the party receives the transmission if the transmission was during normal business hours of the receiving party, or on the next business day if transmission was outside normal business hours of the receiving party. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by mail shall be effective three days after deposit in the mail.
9. **Amendments.** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties (or in the case of a waiver, by the party against whom the waiver is sought to be enforced). If the Grantee wishes to amend the Agreement, the Grantee must submit a written request, including a justification for any amendment, to the DLCD Grant Manager at least 90 calendar days before the Project End Date.
10. **Default.** Reimbursements to Grantee may be withheld or reduced if DLCD determines that Project performance under this Agreement is unsatisfactory, or if one or more terms or conditions of this Agreement have not been met. The amount of Grant Funds withheld will be based on the best professional judgment of the DLCD Grant Manager and Grant Program Manager.
11. **Ownership of Product(s).**
- a. **Definitions.** As used in this Section 11 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- i. **"Grantee Intellectual Property"** means any intellectual property owned by Grantee and developed independently from the Project.
- ii. **"Third Party Intellectual Property"** means any intellectual property owned by parties other than DLCD or Grantee.

iii. **“Product(s)”** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DLCD or create pursuant to the Project, including but not limited to any Product(s) described in Attachment A.

- b. **Non-Exclusive License.** Grantee hereby grants to DLCD, under Grantee Intellectual Property and under intellectual property created by Grantee pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD’s behalf. If a Product(s) created by Grantee pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on DLCD’s behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD’s behalf. If a Product(s) is Third Party Intellectual Property, Grantee shall secure on DLCD’s behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCD’s behalf.

12. Indemnity.

- a. **GENERAL INDEMNITY.** SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.
- b. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 12.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF

OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

13. **Recovery of Grant Moneys.** Any Grant Funds disbursed to Grantee 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 of this Agreement or the Project End Date must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than fifteen (15) days after DLCD's written demand. Grantee shall return all Unexpended Funds to DLCD within fifteen (15) days after the earlier of termination of this Agreement or the Project End Date.

14. **Termination:**

a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Agreement:

- i. **For its convenience** upon thirty (30) days' prior written notice by DLCD to Grantee;
- ii. **Immediately upon written notice** if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
- iii. **Immediately upon written notice** if federal or state laws, 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.

b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:

- i. **Grantee is in default** because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.

c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure

within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or

- d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

15. **Accounting and Fiscal Records:** Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.
16. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DLCD (or any other agency or department of the State of Oregon) and Grantee 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.
17. **Audit.** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of DLCD shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCD.
18. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
19. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCD or on its behalf and the making of the Grant.
20. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCD. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
21. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

22. **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
23. **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.
24. By signing this Agreement the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

Grantee: Wasco County

Grant No. GORGE-23-003

Print Name of Authorized Official For the Grantee	Title	Date
Signature of Authorized Official For the Grantee		
Print Name of DLCD Grant Program Manager Gordon Howard	Community Services Division Manager	Date
Signature of DLCD Grant Program Manager		

Attachment A
PROJECT DESCRIPTION AND BUDGET

PROJECT PURPOSE

The purpose of this grant award through this Agreement is to support the work of Grantee to accomplish and carry out planning work associated with implementing the Columbia River Gorge National Scenic Area Act through reimbursement of certain expenditures as specified in this Agreement.

PROJECT REQUIREMENTS

Grantee agrees to carry out the Project and submit Products in accordance with the requirements in this section.

1. Grantee will produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.
2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description.
3. Grantee will provide all letters, memos, reports, charts, products and maps produced by this grant agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.
4. DLCD will provide no more than one interim reimbursement before May 31, 2023 (the “Project End Date”) and a final reimbursement. Reimbursements will be made only upon submittal of reports in accordance with the terms of this agreement and Attachment C. The reports must describe the progress to date. Other written or verbal progress reports will be provided upon reasonable request by the DLCD Grant Manager.

PRODUCTS AND BUDGET

1. Reimbursement of expenditures under this Agreement is limited to expenditures incurred by Grantee in performing the following planning work associated with implementing the Columbia River Gorge National Scenic Area Act:
 - A. Zoning code administration including, but not limited to, adoption of code and amendment(s) or repeal of existing code
 - B. Code enforcement
 - C. Coordination with the Columbia River Gorge Commission
 - D. Public education efforts

2. The products produced for reimbursement under this Agreement include:
 - A. One or more Grant Expenditures Reports, using the format provided in Attachment D, that identifies the reimbursable planning work performed during the period for which reimbursement is requested
 - B. One or more “Work Element Completed and Projects Produced Reports,” using the format provided in Attachment E, which describes the final the work performed, by category, during the reimbursement period
 - C. A summary table of Land Use Reviews, using the format provided in Attachment F, for applications that received final decisions and for enforcement actions.
3. To obtain reimbursement, Grantee must submit to DLCD a request for reimbursement. Two requests for reimbursement are scheduled under this Agreement. To request reimbursement, Grantee must submit the following in electronic format to the Grants Administrative Specialist to the e-mail address specified in Attachment B:
 - a. A completed grant reimbursement request provided in Attachment C
 - b. Reports, with supporting documents as necessary, describing the current and long-range planning activities undertaken by Grantee relating to the Columbia River Gorge National Scenic Area as described in Section 3 above.
4. Reimbursements shall be provided in two installments according to the following schedule:

Interim Reimbursement: Reimbursement of up to \$50,000, on or after **June 30, 2022**, upon submittal of the required product(s) in Section 3 and a signed Attachment C, DLCD Request for Reimbursement Form, acceptable to DLCD, submitted in electronic format to the Grants Administrative Specialist at the e-mail address in Attachment B, DLCD Contact Information.

Final Reimbursement: Reimbursement of up to \$50,000 or the total of unexpended funds, whichever is greater upon submittal of the required product(s) in Section 3 and a signed Attachment C, DLCD Request for Reimbursement Form, acceptable to DLCD, submitted in electronic format to the Grants Administrative Specialist at the e-mail address in Attachment B, DLCD Contact Information **no later than May 31, 2023**.

**DLCD Grants
Contact Information for Wasco County
Grant GORGE-23-003**

For questions regarding the scope of work of your grant, please contact:

Grant Manager:

Scott Edelman
Central Oregon Regional Solutions Center
1011 SW Emkay Dr., Suite 108
Bend, Oregon 97702

Mobile: 541-306-8530

E-mail: scott.edelman@dlcd.oregon.gov

Grant Program Manager:

Gordon Howard
DLCD Salem Office
635 Capitol Street NE, Suite 150
Salem, Oregon 97301-2540

Mobile: 503-856-6935

E-mail: gordon.howard@dlcd.oregon.gov

For questions regarding the agreement, submittal of products, and reimbursements, please contact:

Grants Administrative Specialist:

Angela Williamson
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, Oregon 97301-2540

Phone: 971-345-1987

E-mail: DLCD.GFGrant@dlcd.oregon.gov

**Department of Land Conservation and Development (DLCD)
2021-2023 Request for Interim Reimbursement / Final Closeout**

Grantee Name Wasco County		Grant No. assigned by DLCD GORGE-23-003		Final Reimbursement Yes No	
Grant Agreement Start Date From: Execution		Grant Agreement Close Date To: May 31, 2023		Period covered by this Reimbursement From:	
Period covered by this Reimbursement To:		DLCD Grant Expenditures		DLCD Grant Expenditures	
DLCD Grant Expenditures		DLCD Grant Expenditures		DLCD Grant Expenditures	
Transactions		Previously Reported		This Reimbursement	
Cumulative					
1. Salaries and Benefits					
2. Supplies and services					
3. Contracts (see instructions)					
4. Other (provide list & explain)					
5. Total (add lines 1-4)					
Local Contributions (if applicable)					
6. Salaries and Benefits					
7. Supplies and services					
8. Contracts					
9. Other					
10. Total (add lines 6-9)					
11. Payment requested (from line 5)		DO NOT WRITE IN THIS SPACE		DO NOT WRITE IN THIS SPACE	
12. <u>Certification</u> : I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for six years after the final reimbursement.					
13. Typed or Printed Name and Title			14. Address where reimbursement is to be sent		
15. Signature of Authorized Certifying Official			16. Date Reimbursement Submitted		

Do Not Write Below This Line

FOR DLCD USE ONLY

Do Not Write Below This Line

<u>DLCD CERTIFICATION</u>			
I certify as a representative of the Department of Land Conservation and Development (DLCD), that the Grantee:			
_____ Has met the terms and conditions of the grant and that payment in the amount of \$ _____ should be issued			
_____ Has not met the terms and conditions of the grant for the reasons stated on the attached sheet, and payment in the amount of \$ _____ should be issued.			
Signature of DLCD Grant Manager		Date	
Signature of DLCD Program Manager		Date	
BATCH #	DATE	VOUCHER#	DATE
PCA#	OBJECT #	VENDOR #	AMOUNT

**Department of Land Conservation and Development
2021-2023 Planning Technical Assistance Grant Agreement
Interim Reimbursement and Closeout Form Instructions**

General and line-by-line instructions for completing the Request for Interim Reimbursement/Final Closeout form are provided herein.

General Instructions and Reminders

- This form may be completed by hand or typed on paper or completed in Microsoft Word. If you need a Word file, please contact DLCD at DLCD.GFGrant@dlcd.oregon.gov. In any case, submit the form with the grant Product(s) electronically, as called for in the Agreement.
- This form is used for all reimbursement requests – interim or final.
- It is important that you retain documentation of expenditures as provided in paragraph 16 of the Agreement, which provides that records be maintained for at least six years after the final reimbursement has been received by the grantee.
- Interim and final reimbursement requests must not include work performed prior to the Effective Date of this Agreement (generally the date the Agreement is signed by DLCD) and not after the Project End Date of this Agreement.

Completing the Form

Please show *total actual expenditures only* of DLCD grant award and local contributions.

First row: DLCD will complete the Grantee Name and Grant Number. In the Final Reimbursement box, highlight or circle “No” for interim reimbursements and “Yes” for final closeouts.

Second row: DLCD will complete Agreement start and close dates. Complete the “Period covered by this reimbursement” The form includes separate boxes for “from” and “to.” Please complete both. These dates must accurately depict the dates the work for the reimbursable expenditure was incurred. If there are any applicable limits on these dates, they will be provided in the reimbursement descriptions in the “Schedule, Products, and Budget” section of the Agreement.

The next section of the form includes columns for itemizing each expense category:

- **“DLCD Grant Expenditures, Previous Reported”** column -- should be blank if the submission is Reimbursement 1. If the request is for a second or later interim reimbursement or final closeout, enter the sum of previous reimbursements in this “Previously Reported” column.
- **“DLCD Grant Expenditures, This Reimbursement”** column – captures and identifies expenditures for the products that are currently being submitted for review and reimbursement.
- **“DLCD Grant Expenditures, Cumulative”** column – simply the total of the two previous columns.
- **“DLCD Grant Expenditures, Transactions”** – Complete items 1–4 as applicable and item 5, total in the “Previously Reported” column if applicable and in the “This Reimbursement” column. Complete previous and current local contributions in items 6–9 and the total on line 10 if applicable. Local contribution does not include expenses reimbursed by the grant. It is included to provide DLCD with accurate information regarding the cost of projects and/or products completed in compliance with this grant. This category includes both in-kind and cash contributions.

- **1. Salary and Benefits** includes the grantee's staff time, including Other Personnel Expenses. Receipts are not required with this report submission.
- **2. Supplies and Services** include allowable grantee supplies used for completion of grant products. Receipts are not required with this report submission.
- **3. Contracts** include consultants, attorneys, and any company or individual hired by the grantee to conduct grant work. This category does not include employees of the grantee, but rather an individual or entity that invoices the grantee for services rendered. Information required for the closeout report includes name, address, phone number, and e-mail address of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each.
- **4. Other** - Provide a brief explanation and cost breakdown for amounts listed as "Other." Receipts are not required. Note: Grantee travel expenses are not eligible for reimbursement.
- **5. Totals** – Sum the categories of grant expenditures in the Previously Reported, This Reimbursement, and Cumulative columns. The Total reimbursements at closeout cannot exceed the maximum amount in paragraph 3 of the Agreement.
- Re-enter the reimbursement request from line 5 "DLCD Grant Expenditures This Reimbursement" on line 11.

Certification: Be sure to read and understand the information in item 12 prior to signing the form.

- A legible name and title is required in cell 13.
- A mailing address, including city and zip code, where reimbursement should be sent must be provided in cell 14.
- The signature under "Signature of Authorized Certifying Official" must be of the person taking responsibility for the accuracy of the information contained in the form.

Before a reimbursement can be issued, *all grant products, required documentation, and the signed reimbursement request form* must be received, accepted, and reviewed by the grant manager and grant program manager, subject to the requirements contained in the Agreement.

Please follow the reimbursement schedule as identified in the Grant Agreement when submitting a request for reimbursement or closeout.

A **signed cover letter**, completed and signed **reimbursement request form**, and completed **Products** can be submitted in one of the following ways: (1) the preferred method – an e-mail with PDF files sent to the Grants Administrative Specialist at DLCD.GFGrant@dlcd.oregon.gov, or (2) via the DLCD FTP site (contact DLCD at 971-345-1987) or (3) a CD or DVD mailed to the address below. If none of these options are possible, mail the relevant documents to:

Grants Administrative Specialist
Department of Land Conservation and Development
635 Capitol St. NE Suite 150
Salem, OR 97301

Wasco County
DLCD Grant GORGE-23-003

*Grant Expenditures Report for the period of
“Month/Day/Year” to “Month/Day/Year”*

I. Land Use Reviews:

Click here to enter general description of land use review activity during the payment period

Summary of applications that received final decisions. Add rows as necessary.

Parcel	Zone	Application No.	Type / Description	Decision Date

Total NSA Applications that received final decisions – Click here to enter text.

Charges to the grant for land use reviews: \$ Click here to enter text.

2. Enforcement Actions:

Click here to enter general description of enforcement activity during the payment period

Summary of enforcement actions. Add rows as necessary.

Parcel	Zone	Application No.	Type / Description	Decision Date

Total number of enforcement actions investigated – Click here to enter text.

Charges to the grant for enforcement actions: \$ Click here to enter text.

3. Special Projects and Legislative Action:

Click here to enter a description of special projects and legislative actions charged to the grant

Charges to the grant for special projects and legislative action: \$ Click here to enter text.

4. Public Outreach:

Click here to enter description of public outreach efforts charged to the grant

Charges to the grant for public outreach: \$ Click here to enter text.

5. National Scenic Area Specific Meetings:

Click here to enter description of meeting expenses charged to the grant

Charges to the grant for National Scenic Area specific meetings: \$ Click here to enter text.

6. Other:

Click here to enter description of other expenses charged to the grant and outcomes

Charges to the grant for other activities: \$ Click here to enter text.

Total charges to the grant for administering the NSA: \$ Click here to enter text.

**Department of Land Conservation and Development (DLCD)
2021-2023 Request for Interim Reimbursement / Final Closeout**

Grantee Name Wasco County		Grant No. assigned by DLCD GORGE-23-003	Final Payment Yes No
Grant Agreement Start Date From: Execution	Grant Agreement Close Date To: May 31, 2023	Period covered by this Payment From:	Period covered by this Payment To:
DLCD Grant Expenditures	DLCD Grant Expenditures	DLCD Grant Expenditures	DLCD Grant Expenditures
Transactions	Previously Reported	This Payment	Cumulative
1. Salaries and Benefits			
2. Supplies and services			
3. Contracts (see instructions)			
4. Other (provide list & explain)			
5. Total (add lines 1–4)			
Local Contributions (if applicable)			
6. Salaries and Benefits			
7. Supplies and services			
8. Contracts			
9. Other			
10. Total (add lines 6–9)			
11. Payment requested (from line 5)	DO NOT WRITE IN THIS SPACE		DO NOT WRITE IN THIS SPACE
12. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for six years after the final payment.			
13. Typed or Printed Name and Title		14. Address where payment is to be sent	
15. Signature of Authorized Certifying Official		16. Date Payment Submitted	

Do Not Write Below This Line

FOR DLCD USE ONLY

Do Not Write Below This Line

DLCD CERTIFICATION

I certify as a representative of the Department of Land Conservation and Development (DLCD), that the Grantee:

_____ Has met the terms and conditions of the grant and that payment in the amount of \$ _____ should be issued

_____ Has not met the terms and conditions of the grant for the reasons stated on the attached sheet, and payment in the amount of \$ _____ should be issued.

Signature of DLCD Grant Manager	Date
Signature of DLCD Program Manager	Date

BATCH #	DATE	VOUCHER#	DATE
PCA#	OBJECT #	VENDOR #	AMOUNT

**Department of Land Conservation and Development
2021-2023 Planning Technical Assistance Grant Agreement
Interim Reimbursement and Closeout Form Instructions**

General and line-by-line instructions for completing the Request for Interim Reimbursement/Final Closeout form are provided herein.

General Instructions and Reminders

- This form may be completed by hand or typed on paper or completed in Microsoft Word. If you need a Word file, please contact DLCD at DLCD.GFGrant@dlcd.oregon.gov. In any case, submit the form with the grant Product(s) electronically, as called for in the Agreement.
- This form is used for all reimbursement requests – interim or final.
- It is important that you retain documentation of expenditures as provided in paragraph 16 of the Agreement, which provides that records be maintained for at least six years after the final payment has been received by the grantee.
- Interim and final reimbursement requests must not include work performed prior to the Effective Date of this Agreement (generally the date the Agreement is signed by DLCD) and not after the Closing Date of this Agreement.

Completing the Form

Please show *total actual expenditures only* of DLCD grant award and local contributions.

First row: DLCD will complete the Grantee Name and Grant Number. In the Final Payment box, highlight or circle “No” for interim payments and “Yes” for final closeouts.

Second row: DLCD will complete Agreement start and close dates. Complete the “Period covered by this payment” The form includes separate boxes for “from” and “to.” Please complete both. These dates must accurately depict the dates the work for the reimbursable expenditure was incurred. If there are any applicable limits on these dates, they will be provided in the payment descriptions in the “Schedule, Products, and Budget” section of the Agreement.

The next section of the form includes columns for itemizing each expense category:

- **“DLCD Grant Expenditures, Previous Reported”** column -- should be blank if the submission is Payment 1. If the request is for a second or later interim payment or final closeout, enter the sum of previous payments in this “Previously Reported” column.
- **“DLCD Grant Expenditures, This Payment”** column – captures and identifies expenditures for the products that are currently being submitted for review and payment.
- **“DLCD Grant Expenditures, Cumulative”** column – simply the total of the two previous columns.
- **“DLCD Grant Expenditures, Transactions”** – Complete items 1–4 as applicable and item 5, total in the “Previously Reported” column if applicable and in the “This Payment” column. Complete previous and current local contributions in items 6–9 and the total on line 10 if applicable. Local contribution does not include expenses reimbursed by the grant. It is included to provide DLCD with accurate information regarding the cost of projects and/or products completed in compliance with this grant. This category includes both in-kind and cash contributions.

- **1. Salary and Benefits** includes the grantee's staff time, including Other Personnel Expenses. Receipts are not required with this report submission.
- **2. Supplies and Services** include allowable grantee supplies used for completion of grant products. Receipts are not required with this report submission.
- **3. Contracts** include consultants, attorneys, and any company or individual hired by the grantee to conduct grant work. This category does not include employees of the grantee, but rather an individual or entity that invoices the grantee for services rendered. Information required for the closeout report includes name, address, phone number, and e-mail address of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each.
- **4. Other** - Provide a brief explanation and cost breakdown for amounts listed as "Other." Receipts are not required. Note: Grantee travel expenses are not eligible for reimbursement.
- **5. Totals** – Sum the categories of grant expenditures in the Previously Reported, This Payment, and Cumulative columns. The Total payments at closeout cannot exceed the maximum amount in paragraph 3 of the Agreement.
- Re-enter the payment request from line 5 "DLCD Grant Expenditures This Payment" on line 11.

Certification: Be sure to read and understand the information in item 12 prior to signing the form.

- A legible name and title is required in cell 13.
- A mailing address, including city and zip code, where payment should be sent must be provided in cell 14.
- The signature under "Signature of Authorized Certifying Official" must be of the person taking responsibility for the accuracy of the information contained in the form.

Before a payment can be issued, *all grant products, required documentation, and the signed reimbursement request form* must be received, accepted, and reviewed by the grant manager and grant program manager, subject to the requirements contained in the Agreement.

Please follow the payment schedule as identified in the Grant Agreement when submitting a request for payment or closeout.

A **signed cover letter**, completed and signed **reimbursement request form**, and completed **Products** can be submitted in one of the following ways: (1) the preferred method – an e-mail with PDF files sent to the Grants Administrative Specialist at DLCD.GFGrant@dlcd.oregon.gov, or (2) via the DLCD FTP site (contact DLCD at 971-345-1987) or (3) a CD or DVD mailed to the address below. If none of these options are possible, mail the relevant documents to:

Grants Administrative Specialist
Department of Land Conservation and Development
635 Capitol St. NE Suite 150
Salem, OR 97301



MOTION

SUBJECT: DLCD Grant Agreement

I move to approve the Department of Land Conservation and Development 2021-2023 Gorge Grant Agreement.



PLANNING ITEM

Letter of Support

[STAFF MEMO](#)

[LETTER OF SUPPORT](#)



MEMORANDUM

SUBJECT: DLCD Technical Assistance Grant Application

TO: WASCO COUNTY BOARD OF COMMISSIONERS, TYLER STONE

FROM: KELLY HOWSLEY-GLOVER, INTERIM PLANNING DIRECTOR

DATE: 8/23/2021

In our 2017 appeal to the Land Conservation and Development Commission to approve our request for Voluntary Periodic Review, we promised that we would use the opportunity to in turn help support our under resourced neighboring Counties to update their own Comprehensive Plan. Over the years, we have done this through frequent professional presentations to groups like the Oregon Planners Association and Association of Oregon County Planning Director group.

Upon completion of Periodic Review to update the Comprehensive Plan, we began to pull together resources to share with other counties on the process, tips, and tricks. Our Department of Land Conservation and Development regional representative, Scott Edelman, felt that this effort would be a great candidate for the recently announced Technical Assistance grants. In particular, this round of grants focuses on communications and outreach to underrepresented populations, including rural citizens.

Based on Mr. Edelman's feedback and support, we are preparing a grant ask to help develop a guidebook on Comprehensive Plan updates that focuses on the process, case studies from our experiences, templates, and communication tools. The grant will support staff time to finalize this work.

The end product will be a free resource to other counties on the general process of Comprehensive Plan updates, communication tools and techniques, and some case studies of our experiences. We believe this is a unique opportunity to continue to support our neighbors while also promoting the incredible leadership in Wasco County.



BOARD OF COUNTY COMMISSIONERS

511 Washington St, Ste. 101 • The Dalles, OR 97058
p: [541] 506-2520 • f: [541] 506-2551 • www.co.wasco.or.us

Pioneering pathways to prosperity.

Grants Administrative Specialist
Department of Land Conservation and Development
DLCD.GFGrant@dlcd.oregon.gov

September 1, 2021

Director Rue, Mr. Howard, and DLCD Staff;

The Wasco County Planning Department has the full support of the Board of County Commissioners in their pursuit of a Technical Assistance Grant to support their work to produce a workbook for Oregon counties, based on their experience with Periodic Review, on how to update a County Comprehensive Plan.

As part of the overall mission of Periodic Review, Wasco County would like to continue to serve as a resource for other Oregon counties on managing successful Comprehensive Plan updates with a special focus on the procedural and process elements, and how to create an affordable but inclusive communications and outreach plan that focuses on citizen involvement with underrepresented populations.

Wasco County found many benefits to updating our Comprehensive Plan, including increased citizen engagement, streamlining regulation while maintaining resource protections, and developing with the citizens creative solutions to housing and economic challenges. The intent of the workbook is to package the many lessons learned throughout that process in a practical, how to manual that other counties, particularly under resourced counties, can utilize.

Thank you for your consideration,

Wasco County Board of Commissioners

Scott C. Hege, Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioners



AGENDA ITEM

Public Works

[ROAD RALLY](#)

[ODOT AGREEMENT](#)



PUBLIC WORKS ITEM

Road Rally

[STAFF MEMO](#)

[BOYD LOOP MAP](#)

[DEERE RUN MAP](#)

[RIDGE TO NOWHERE MAP](#)

[STARVEOUT MAP](#)

[2021 OTR WASCO COUNTY STAGES MAP](#)



MEMO

TO: Wasco County Board of Commissioners
Cc: Tyler Stone, County Administrator

From: Arthur Smith, Public Works Director

Date: September 1, 2021

Subject: Request from Oregon Trail Rally to hold event in Wasco County

I have received a request from the Oregon Trail Rally group to hold their 2021 road rally here in Wasco County on Sunday, November 7, 2021.

The Oregon Trail rally is a timed motor sport race. The cars “race” on short stages and each stage is timed. The race cars enter the stage one by one – they do not race each other at the same time.

Oregon Trail Rally is requesting to hold their event over four (4) stages in Wasco County (see maps):

Starveout will use sections Endersby Cut-Off Road, Starveout Road (private road) and Ward Mill Road (private road).

Boyd Loop will use Hastings Ridge Road and Stueber Road.

Deere Run will use Fax Road and Mason Road.

Ridge to Nowhere will use 5 Mile Road, Pleasant Ridge Road, and Japanese Hollow Road.

The first three stages are almost exactly the stages that were permitted for the road rally in 2019. OTR has now requested an additional stage – Ridge to Nowhere.



PUBLIC WORKS

2705 East Second Street • The Dalles, OR 97058 • www.co.wasco.or.us
road dept: [541] 506-2640 • weed & pest: [541] 506-2653 • fax: [541] 506-2641

Pioneering pathways to prosperity.

Typical examples of the road rally in action on Wasco County roads:



I am asking the board for direction and guidance on this proposed event. Thank you

Arthur Smith
Public Works Director



Boyd Loop
Uses sections of
Hastings Ridge Road
Steuber Road

Legend
Boyd Loop

Deere Run

Uses sections of:
Fax Road
Mason Road

Legend


 Deere Run



Ridge to Nowhere

Uses sections of:
5 Mile Road
Pleasant Ridge Road
Japanese Hollow Road

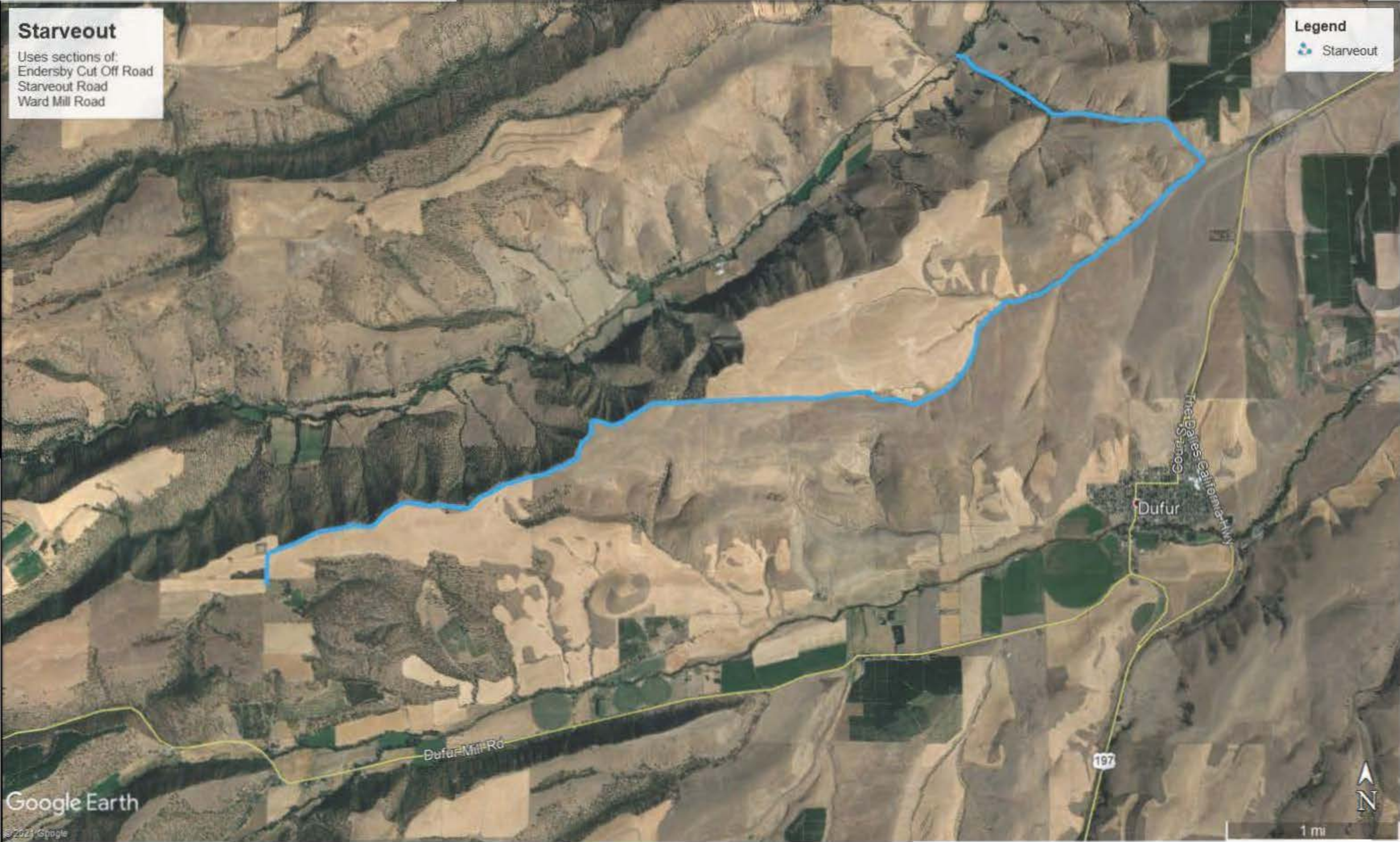
Legend

 Ridge to Nowhere



Starveout
Uses sections of:
Endersby Cut Off Road
Starveout Road
Ward Mill Road

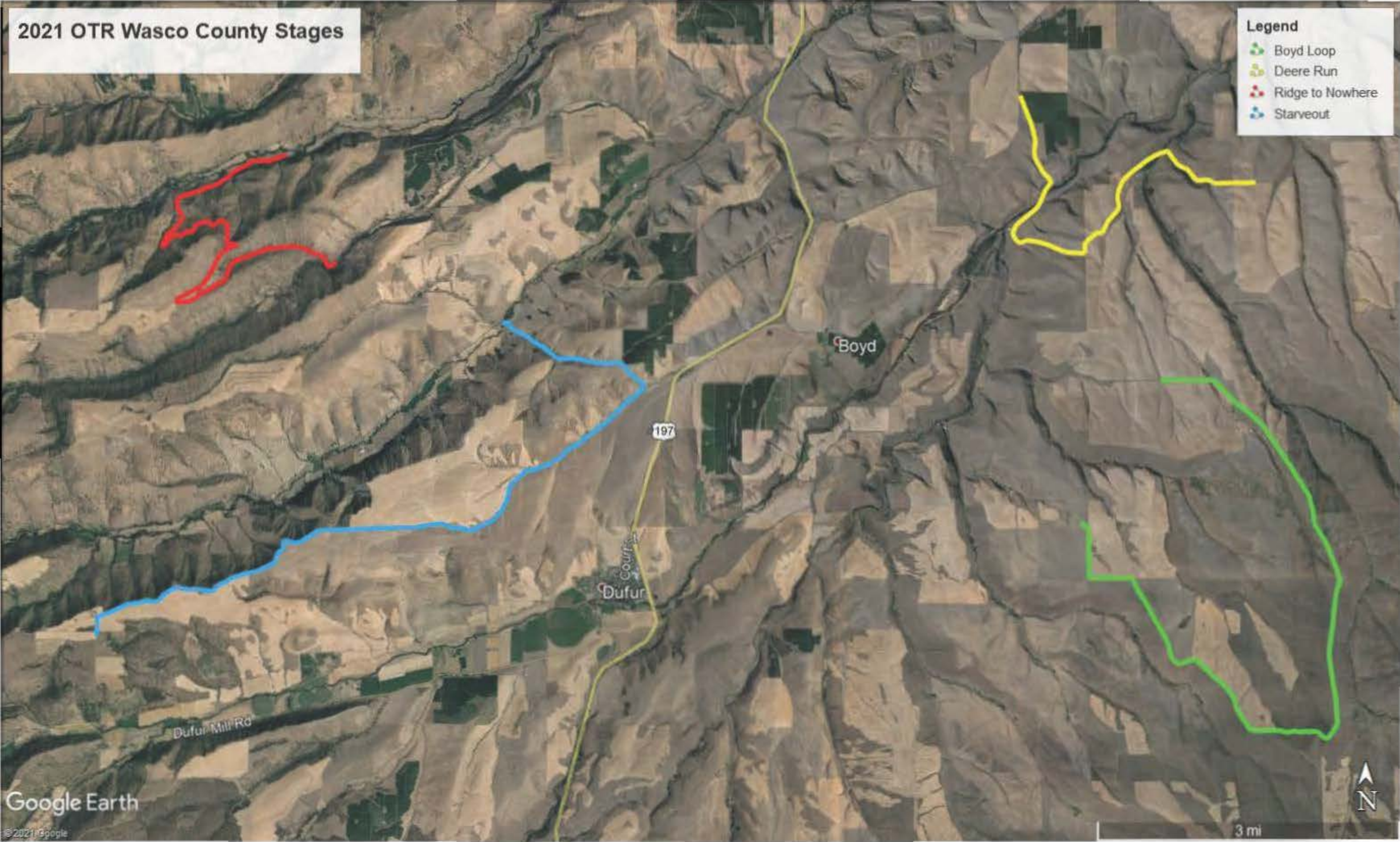
Legend
Starveout



2021 OTR Wasco County Stages

Legend

- Boyd Loop
- Deere Run
- Ridge to Nowhere
- Starveout





PUBLIC WORKS ITEM

ODOT IGA

[STAFF MEMO](#)

[AGREEMENT](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Maupin/BLM IGA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ARTHUR SMITH

DATE: AUGUST 28, 2021

BACKGROUND INFORMATION:

The City of Maupin applied for grant funding for pedestrian and bicycle facilities to better connect the city with the Deschutes River and BLM recreation areas. Because part of the project would impact Bakeoven Road, the County will need to approve this agreement. There is a map included in the agreement packet.

There is no cost to the County for this project. The State will pay for all project costs, even overruns. The County would need to accept future maintenance responsibility for any facility built within county road right-of-way. I am in support of this project and recommend signing the agreement.

**INTERGOVERNMENTAL AGREEMENT
US197: Maupin to BLM Access Improvements
Wasco County and the City of Maupin
Key Number: 21575**

THIS AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," the CITY OF MAUPIN, acting by and through its elected officials, hereinafter referred to as "City", and WASCO COUNTY, acting by and through its elected officials, hereinafter referred to as "County," all herein referred to collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 190.110 and 366.558, State may enter into cooperative agreements with the United States Federal Government for the performance of work on improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. The Dalles-California Highway, US197, State Highway No. 004 is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
4. 6th Street is a part of the city street system under the jurisdiction and control of the City.
5. Bakeoven Road is a part of the county road system within Maupin city limits under the jurisdiction and control of the County.
6. US197 and Bakeoven Rd provide access to popular recreation areas along the Lower Deschutes River in and around Maupin. The pedestrian and bicycle facilities connecting Maupin residents, visitors, and commercial and lodging establishments to the recreation areas are extremely limited resulting in unsafe conditions.
7. State's US197: Maupin to BLM Access Improvements Project includes the construction of a shared use path, pedestrian facilities, parking improvements and potentially the construction of a pedestrian crossing across US197.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, the Parties agree to State or State's contractor designing and constructing the following improvements, hereinafter referred to as "Project":
 - a. Construction of a paved path following the "Donkey Trail" between Maupin Heights and Downtown Maupin. This is proposed to be a 10' asphalt path, connecting Maupin Heights to 6th Street.
 - b. Construction of 800' of pedestrian facilities, design to be determined, along US 197, between MP 46.08 and Bakeoven Rd.
 - c. Inclusion of pedestrian facilities, design to be determined, along Bakeoven Rd, between US 197 (MP 45.96) and Maupin City Park.
 - d. Inclusion of parking improvements, design to be determined, at the Bakeoven Rd pullout on the east side of Bakeoven Creek, adjacent to the BLM Access Rd.
 - e. The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. The Project will be financed at an estimated total cost of \$684,866.75 in a combination of federal and state funds. The estimate for the total Project cost is subject to change. State shall be responsible for any nonparticipating costs, and Project costs beyond the estimate.
3. City and County grant State the right to enter onto City and County property for the performance of State's duties as set forth in this Agreement.
4. City and County agree State shall perform all right of way functions and shall enter into separate Right of Way Services Agreements between the City and County, and State Right of Way, referencing this Agreement number.
5. Upon completion of the Project, State shall transfer by deed, and City and County shall accept, that property acquired by the State and needed for the construction phases of the Project. The conveyance from State to City and County shall be free of costs or fees. Any property being conveyed shall be vested in City and County only so long as used for public transportation purposes. If said property is no longer used for public transportation purposes, it shall automatically revert to State.
6. **Americans with Disabilities Act Compliance:**
 - a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with

City of Maupin/Wasco County/ODOT
Agreement No. 34891

Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;

- ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:
 - b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - c. Maintenance obligations in this section shall survive termination of this Agreement.
3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance (and power if applicable) responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within five (5) calendar years following the date of final execution of this Agreement by both Parties.

CITY OBLIGATIONS

1. City agrees to accept all maintenance responsibilities for those elements of the Project constructed on City property or jurisdiction.
2. City shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, City 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.
3. City acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the City.
4. City certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.
5. City's Project Manager for this Project is Kevin A. Lewis – City Manager, P.O. Box 308, 507 Grant Street, Maupin OR 97037, (541) 395-2698, cityhall@cityofmaupin.org, or assigned designee upon individual's absence. City shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

COUNTY OBLIGATIONS

1. County agrees to accept all maintenance responsibilities for those elements of the Project constructed on County property or jurisdiction.
2. County shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, County 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.

3. County, acknowledges the effect and scope of ORS [105.755](#) and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the county.
4. County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.
5. County's Project Manager for this Project is Arthur Smith – Director of Public Works, 2705 East 2nd St, The Dalles, OR 97058-4097, (541) 506-2640, arthurs@co.wasco.or.us, or assigned designee upon individual's absence. City shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall perform the work as described in TERMS OF AGREEMENT, Paragraph 1 above.
2. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
3. State's Project Manager for this Project is Abbey Driscoll – Transportation Project Manager, 63055 N. Highway 97, Bldg M, Bend, OR 97703, (541) 410-5906, abbey.driscoll@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of all Parties.
2. State may terminate this Agreement effective upon delivery of written notice to City or County, or at such later date as may be established by State, under any of the following conditions:
 - a. If City or County fail to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If City or County fail to perform any of the other provisions of this Agreement, or so fail to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

City of Maupin/Wasco County/ODOT
Agreement No. 34891

- c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
- 3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a Party (the "Notified Party") with respect to which any other Party may have liability, the notified Party must promptly notify the other Parties in writing of the Third Party Claim and deliver to the other Parties a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- 5. With respect to a Third Party Claim for which State is jointly liable with any other Party (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by any other Party in such proportion as is appropriate to reflect the relative fault of State on the one hand and of the Party or Parties on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of the other Party or Parties on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
- 6. With respect to a Third Party Claim for which any other Party or Parties is jointly liable with State (or would be if joined in the Third Party Claim), each other Party shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of the other Party or Parties on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as

City of Maupin/Wasco County/ODOT
Agreement No. 34891

any other relevant equitable considerations. The relative fault of the other Party or Parties on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. City or County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. 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.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute 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. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #21575) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

City of Maupin/Wasco County/ODOT
Agreement No. 34891

WASCO COUNTY, by and through its
elected officials

By _____
Commission Chair

Date _____

By _____
Commissioner

Date _____

By _____
Commissioner

Date _____

**LEGAL REVIEW APPROVAL (If required
in Agency's process)**

By _____
Agency's Counsel

Date _____

CITY OF MAUPIN, by and through its
elected officials

By _____

Date _____

By _____

Date _____

**LEGAL REVIEW APPROVAL (If required
in Agency's process)**

By _____

Agency's Counsel

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 4 Manager

Date _____

APPROVAL RECOMMENDED

By _____
State Right of Way Manager

Date _____

By _____
Central Oregon Area Manager

Date _____

By _____
Region 4 Right of Way Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____ Herbert L. Lovejoy by email
Assistant Attorney General

Date _____ August 10, 2021

City of Maupin/Wasco County/ODOT
Agreement No. 34891

City Contact:

Kevin Lewis – City Manager

507 Grant Street

P.O. Box 308

Maupin OR 97037

(541) 395-2698

citymanager@cityofmaupin.org

County Contact:

Arthur Smith – Public Works Director

2705 East 2nd St

The Dalles, OR 97058-4097

(541) 980-0487

arthurs@co.wasco.or.us

State Contact:

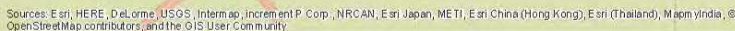
Abbey Driscoll – Transportation Project
Manager

63055 N. Highway 97, Bldg M

Bend OR, 97703

(541) 410-5906

abbey.driscoll@odot.state.or.us





MOTION

SUBJECT: ODOT Agreement

I move to approve the IGA between Wasco County, City of Maupin and ODOT for Maupin to BLM Access Improvements.



AGENDA ITEM

Munis Conversion Update

[STAFF MEMO](#)

MUNIS IMPLEMENTATION UPDATE

As of September 2021



COMPLETED ITEMS

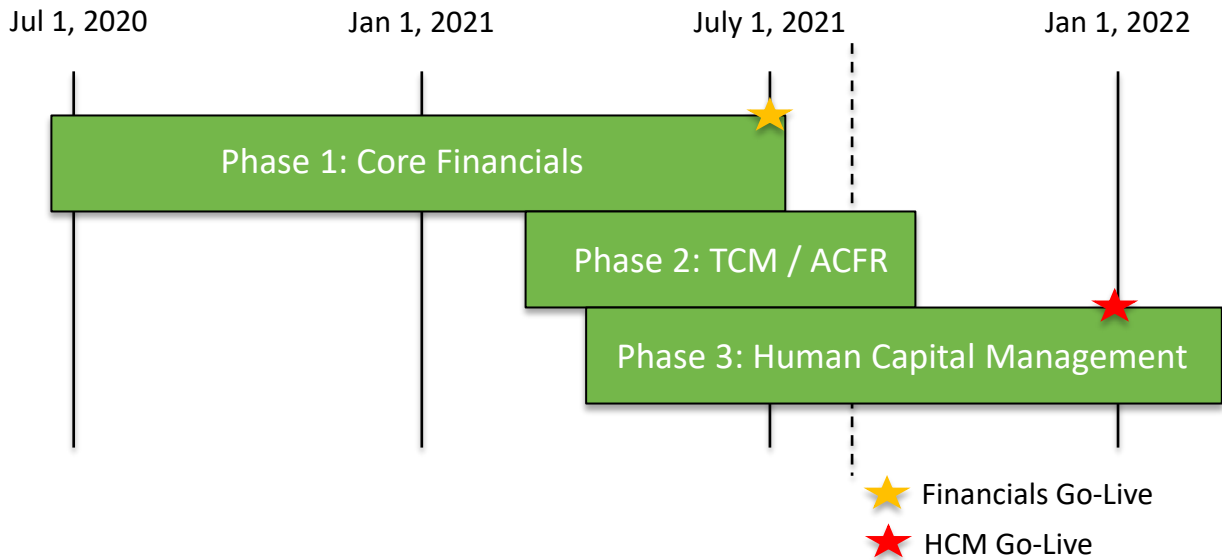
- All financial modules are LIVE as of 7/1
- Training provided to all staff and department heads on financials
- First payroll parallel process completed the week of 8/2
- Unused financials conversion funds are being converted to HCM impl. hours

IMPLEMENTATION BUDGET

Fee Type	Actual	Budget
Services	\$72,000	\$140,010
License Fees	\$4,657	\$23,250
Conversion	\$2,850	\$22,900
Travel	\$1,771	\$38,360
TOTAL	\$78,428	\$224,520

**Excludes hosting fees, incurred to-date \$44,823*

PROJECT TIMELINE



NEXT STEPS:

- Completion of month end and cash management training
- ACFR Builder (Annual Comprehensive Financial Report) configuration
- Capital Assets configuration
- Payroll parallel 2 (September)
- HR, Recruiting, and Performance configuration (beginning October)



AGENDA ITEM

Houseless Shelter Update

[MID-COLUMBIA COMMUNITY ACTION COUNCIL PRESENTATION](#)



Mid-Columbia Community Action Council

Serving Hood River, Wasco and Sherman Counties
312 E. Fourth St.
The Dalles, OR 97058
541-298-5131

Presenter:

Kenny LaPoint

Executive Director

Email: klapoint@mccac.com

Phone: 541.848.1667



MCCAC Board of Directors

Hood River County

Arthur Babitz
Marianne Durkan
Sarah Kellems

Wasco County

Kathy Schwartz
Andrea Mejia
Scott McKay

Sherman County

Joan Bird (Chair)
Amy Asher
Kari Pinkerton Silcox



Who is Mid-Columbia Community Action Council (MCCAC)?

MCCAC is the Community Action Agency serving Hood River, Wasco and Sherman Counties. We provide Housing, Shelter, Household Utility and Home Weatherization assistance to lower income and houseless community members. Our primary funding comes from state and federal sources.



Mission

Our mission is to build a better future for our community through partnership and equity-centered programs that prevent and eliminate poverty and houselessness.



Vision

We envision a bright, equitable, and dignified future for our community and organization; where our community thrives, our partnerships expand and deepen our impact and our staff are empowered and supported to do their best work.



Values

Equity, Compassion, Collaboration, Community, Respect



**Mid-Columbia
Community
Action Council**



Core Program Areas

- Housing
- The Dalles Transitional Shelter
- Household Utilities
- Home Weatherization



Housing

MCCAC's Housing programs work to prevent and end homelessness for vulnerable community members. Services include:

- Street Outreach
- Case Management
- Rapid Rehousing
- Homeless Prevention
- Hotel/Motel Vouchers



Housing

Housing Services to Wasco County residents in 2020:

- 717 Clients Served
 - 268 Children
 - 94 Seniors
 - 212 Disabled
 - 34 Veterans
 - *does not include all subpopulations
- Demographic Breakdown
 - 497 White
 - 149 Hispanic/Latino
 - 21 American Indian/Alaska Native
 - 24 Hawaiian or Pacific Islander
 - 8 African American
 - 9 Asian
 - 9 Other



The Dalles Shelter



MCCAC operates 18 transitional shelter units serving up to 36 individuals experiencing houselessness in The Dalles. On-site services are provided by MCCAC and its partner organizations including housing placement case management and behavioral health services.



Household Utilities

MCCAC's Household Utilities programs provide low-income households with assistance in maintaining in-home utilities and preventing utility shut offs. Services are provided for:

- Power and energy
- Natural Gas
- Garbage and recycling
- Water
- Firewood



Household Utilities

Household Utility assistance provided to Wasco County residents in 2020:

- 988 Households Served
 - Children 668
 - Seniors 549
 - Disabled 464
 - Veterans 77
- Demographic Breakdown
 - White 1846
 - Hispanic/Latino 691
 - American Indian/Alaska Native 12
 - Hawaiian or Pacific Islander 30
 - African American 7
 - Asian 10
 - Other



Home Weatherization

MCCAC's Home Weatherization program works in coordination with the Household Utilities programs and helps address energy inefficiency, health and safety issues that may exist due to the built home environment. In Home Weatherization interventions include:

- Installation of energy efficient heating and cooling systems
- Replacement of older, inefficient home appliances
- New insulation
- Air sealing of home
- Window and door replacement



Home Weatherization

Weatherization assistance provided to Wasco County households in 2020:

- Total Households Served-7
 - 2 Stick Built
 - 5 Manufactured Homes
- Demographic Breakdown
 - 1 Hispanic/Latino
 - 6 White

**MCCAC has already assisted 16 Wasco County households in 2021*



Key Partners

MCCAC relies on strong partnerships with many regional providers to ensure programs are equitable and successful. These partners include:

The Mid-Columbia Housing Authority (MCHA), The Next Door, The Oregon Human Development Corporation (OHDC), Nch'I Wana Housing, Bridges to Health, Mid-Columbia Center for Living, One Community Health, Hood River Shelter Services and St. Vincent DePaul of The Dalles, City of The Dalles, Northern Wasco PUD, Hood River Electric Cooperative, City of Hood River, City of Mosier, NW Natural, Wasco County, Hood River County, Sherman County, FISH Food Bank, Columbia Gorge Food Bank and Gorge Grown.



Recent Successes

- Awarded \$3.1 million in Emergency Solutions Grant funding
- Provided over \$2.5 million in rental assistance on behalf of tenants to local area landlords, through partnership with MCHA
- Received \$1.5 million from the Oregon Legislature's Budget Reconciliation Bill to build a Navigation Center in The Dalles



Permanent Supportive Housing Development

- Redevelopment of The Hamilton Apartments in The Dalles
- Approximately 60 new units with a focus on serving formerly homeless Veterans
- On-site services by MCCAC, Mid-Columbia Center for Living and One Community Health
- Applying for state funds in early 2021

Permanent Supportive Housing Definition (PSH): PSH combines lease-based housing affordable at extremely low incomes (less than 30% of the area median income) with tenancy supports and other wraparound supportive services to more effectively serve the most vulnerable populations. PSH integrates on-site social, health and employment services for residents, helping to ensure long-term housing success.



The Dalles Navigation Center

- \$1.5 million received from the Oregon Legislature
- Future MCCAC offices, co-located with The Dalles Transitional Shelter and other partner agencies.
- Partner agencies: The Next Door, MCHA, The Oregon Human Development Corporation, Bridges to Health, Mid-Columbia Center for Living, One Community Health
- Site search underway



Up and Coming

- MCCAC 2021-2024 Strategic Plan Release: September 2021
- MCCAC Logo Release: September 2021
- MCCAC Website Launch: September 2021
- Navigation Center
- Permanent Supportive Housing in The Dalles





**Mid-Columbia
Community
Action Council**

Contact us



Facebook

www.facebook.com/mccactd



Website

www.MCCAC.com



Email

info@mccac.com



Phone

541.298.5131



AGENDA ITEM

APHIS Update

[USDA RAVEN BROCHURE](#)

Common Ravens

Luke W. Peebles
Wildlife Specialist
USDA-APHIS-Wildlife Services
Crawford, Nebraska

Jack O. Spencer, Jr.
Supervisory Wildlife Biologist
USDA-APHIS-Wildlife Services
Reno, Nevada



Figure 1. Common raven (*Corvus corax*).

Quick Links

Human-Wildlife Conflicts	1
Damage Identification	3
Management Methods	3
Economics	8
Species Overview	8
Legal Status	12
Glossary & Key Words	13
Resources	14
Appendix	17

Human-Wildlife Conflicts

Common ravens (*Corvus corax*; hereafter ravens; Figure 1) are native to the United States. They belong to the Family Corvidae which also includes crows, jays, and magpies. Ravens are very similar in appearance to the more widespread American crow, but can be distinguished by their slightly larger size, wedge-shaped tail, and hoarser call.

Highly intelligent birds, ravens cause a variety of conflicts with people and often

become habituated to management tools and techniques used to prevent damage. Raven damage to agriculture includes feeding on corn and other grains, damage to fruit such as cherries, apples or melons, and preying on newborn livestock. They also prey upon endangered, threatened, and sensitive species, impacting the conservation and recovery of some populations. Their large roosts can be a nuisance in urban and suburban areas.



Figure 2. Ravens have been documented roosting on artificial structures, such as overpasses and heated industrial plants.

Livestock and Agriculture

Ravens prey on newborn livestock, especially newborn lambs, calves, and goats, by mobbing and attacking an individual. Ravens also eat fowl and their eggs, including chickens, ducks, guineas, and geese. The amount of depredation varies from ranch to ranch, and multiple ravens are usually responsible. Losses are incurred from death and veterinary services to injured livestock.

Ravens also impact farming practices. Ravens pick out seeds in ground crops, such as alfalfa and wheat. Nut and fruit crops are also susceptible to raven damage. Ravens also have been known to peck and destroy irrigation piping and drip lines resulting in irrigation damage and preventing the flow of water to crops.

Sensitive, Threatened and Endangered Species

Ravens impact the recovery of sensitive, threatened, and endangered species, including desert tortoises (*Gopherus agassizii*), California least terns (*Sterna antillarum browni*), snowy plovers (*Charadrius nivosus*), piping plovers (*Charadrius melodus*), California condors (*Gymnogyps californianus*), marbled murrelets (*Brachyramphus marmoratus*), San Clemente loggerhead shrikes (*Lanius ludovicianus mearnsi*), sandhill cranes (*Grus canadensis*) and greater sage-grouse (*Centrocercus urophasianus*; hereafter sage-grouse), through their depredation on these species' eggs and young. In all cases, the combination of

fragmented habitats, limited endangered species populations, and large numbers of ravens creates situations whereby even a few raven depredations significantly impact recovery efforts. The northern spotted owl (*Strix occidentalis caurina*) is possibly another species affected by raven egg depredation; ravens have been observed harassing active nest sites.

Methods of raven depredation vary by prey species. Ravens kill juvenile desert tortoises by breaking the carapace and exposing the soft tissues underneath. Ravens depredate bird nests by eating nestlings and eggs. Ravens are highly successful at distracting the nesting females in order to steal eggs. Videography in Nevada has shown ravens working together to steal sage-grouse eggs; one raven causes the female sage-grouse to lunge at it as the other raven takes eggs from the nest.

Human Health and Safety

Ravens, especially in the winter months, tend to roost in large numbers (hundreds of birds) on and near heated industrial plants and other artificial structures (i.e., overpasses, railroad trestles, powerlines; Figure 2). During the nesting season, ravens can be aggressive towards people that approach their nests. Ravens deposit fecal matter in high quantities (sometimes up to several inches deep) in areas where they roost and nest, as well as on or in machinery, creating a health hazard. Ravens, their nests, and feces can cause power outages on transmission

lines. In some instances, ravens have caused power outages that result in rangeland fires and/or loss of power to residents.

Ravens, like other corvids, are carriers of West Nile virus (WNV), a potentially fatal disease to humans. Mosquitoes spread WNV from infected birds to people. Ravens themselves are susceptible to WNV, and human outbreaks have been attributed to corvid outbreaks in the same location. The discovery of numerous dead ravens with no apparent alternative cause of death (e.g. damage management activities, predation, and electrocution) can signal a potential WNV outbreak in the local human population.

Damage Identification

Livestock

When attacking young livestock, ravens typically peck softer tissues and openings, including the eyes, tongues, anal and urogenital openings, and the umbilical cord (Figure 3). Raven predation can be distinguished from raven scavenging by looking for signs of hemorrhaging and blood loss on the carcass. Whitewash on the carcass and raven tracks may provide additional evidence of raven depredation.

Sensitive, Threatened, and Endangered Species

A sign of raven depredation on desert tortoises include carapaces with holes pecked out of them; these are often found below raven nests. Signs of raven depredation on least tern and other colonial nesting seabird eggs can be observed fairly easily due to the dense spacing and high visibility of seabird nests. Sage-grouse nest depredation is more difficult to identify due to the concealed and isolated nesting locations of sage-grouse, and raven depredation signs (eggshells) are similar to those left by mammalian predators.

Human Health and Safety

Identifying raven roosting and nesting sites for damage management purposes may help reduce potential disease spread and other human health and safety concerns. The best way to discover raven roosting locations is to identify flight patterns and follow ravens to the roosts during the last few hours of daylight. Night surveying with lights is also an effective method for locating raven roosts.

Finding raven nests can be challenging, but the presence of the raven pair usually gives away the nest's location; once disturbed, nesting ravens will cackle, circle, and dive at intruders. Copious amounts of excrement/whitewash accumulate on roosting and nesting structures, further identifying these sites. In some instances, raven nests are located near or within roosting structures.

Management Methods

Habitat Modification

Raven populations are positively influenced by human development and resources; therefore, habitat



Figure 3. Lambs killed by ravens.

modification is often proposed to deter raven use and minimize conflict. Baling up and burying garbage, installing dumpsters with secure lids, and removing or burying dead livestock reduces the availability of human-related food sources for ravens. Removing abandoned and defunct houses, sheds, and barns eliminates potential nesting structures, and may be especially effective in areas devoid of alternative nesting substrate (e.g., contiguous sagebrush valleys).

Effigies

An effigy is a full or partial representation or likeness of an object. Effigies are effective raven deterrents if used properly. The best effigy for dispersing ravens is a fresh raven carcass. Ravens are curious birds, and artificial effigies are eventually pecked at and rendered useless. Effigies should be hung upside down with wings outstretched from boundary fences, latticework, or other high, visible locations in the area needing protection. If possible, place the effigy in a discrete location to avoid observation and possible tampering by the public.

Exclusion

Exclusionary devices, such as spikes and wires, on power poles are not effective at preventing raven use; ravens actually use these devices as nest substrate. It is also

impractical to place exclusionary devices or netting on structures to prevent roosting due to the large surface area (I-beams, lattices, framework, etc.) that must be covered.

Frightening Devices

Frightening devices modify bird behavior and discourage birds from feeding, roosting, or gathering. Novel sounds and visual stimuli may cause avoidance responses in birds and offer temporary protection from damage for a few days or weeks. Frightening devices used to disperse ravens include propane cannons, lasers, scarecrows, and flashing lights (Figure 4). Constant harassment of ravens may encourage them to disperse from a small area. However, constant use of frightening devices at industrial plants, landfills, and other areas will likely result in habituation, if the location, timing, and sounds for these devices are not changed frequently. Combining frightening devices with lethal means (shooting, etc.) may improve their effectiveness.

Fertility Control

There are no registered fertility control products for use with ravens.



Figure 4. Frightening devices used to disperse ravens include lasers (*left*) and propane cannons. Modified soft-catch traps are also used to live trap the birds (*far right*).

Nest Removal

Removing raven nests can help reduce raven damage in limited areas by eliminating the need for adult ravens to provision for chicks. Ravens typically do not re-nest, but when they do, their nests are rarely productive. The best time to remove nests is when eggs are present. Locating raven nests can be challenging. However, breeding ravens tend to stay within a few kilometers of their nest and will return to it often.

Be sure to obtain the proper U.S. Fish and Wildlife Service (USFWS) permit to destroy active nests; active nests can be removed with a Special Purpose (50 CFR 21.27), or Depredation (50 CFR 21.41) permits, depending on the circumstance(s). Inactive nests can be destroyed without a permit.

Repellents

Chicken or quail eggs infused with a repellent (e.g., methiocarb) have successfully deterred ravens from eating eggs of endangered California least terns. Treated eggs are made accessible to ravens by placing them within the tern colony's nesting grounds prior to the start of the terns' nesting season. After eating treated eggs, ravens no longer forage on eggs in the treated colonies. In such cases, territorial ravens that eat methiocarb-treated eggs also defend their territories from intruders, further preventing nest depredation. Such aversion measures are impractical for some species, such as sage-grouse, whose nesting ranges cover large areas.

Other repellents being explored include the "techno-tort"TM (Hardshell Labs) which is an artificial replica of a juvenile desert tortoise. When pecked by ravens, the replica emits methyl anthranilate, a chemical derived from grape juice, that deters ravens.

Toxicants

The toxicant compound registered as 3-chloro-4-methylaniline hydrochloride (also known as DRC-1339) is the only legal toxicant currently registered by the U.S. Environmental Protection Agency (EPA) for use with ravens. DRC-1339 products are restricted use pesticides and are

available only for use by USDA Wildlife Services employees or others under their direct supervision. The pesticide consists of 97 percent active ingredient powder mixed with warm potable water into either egg or meat cube baits. Baits not listed on the product's label need Section 24(c) exemptions, which require approvals from individual states.

DRC-1339 may be used to control ravens in the following locations:

- Rangelands and pasturelands where ravens prey upon livestock.
- Refuges or other areas where ravens prey upon the eggs and/or young of federally-designated threatened or endangered species, or upon the eggs and young of other species which federal or state wildlife agencies have determined to be in need of protection from nest predators due to documented declines and/or declines in nesting success.
- Within 7.6 meters (25 feet) of silage/fodder bags that have been damaged or are likely to be damaged by ravens.

Ravens are highly sensitive to the effects of DRC-1339 (LD50=5.6mg/kg; LD50 refers to median lethal dose). DRC-1339 is a slow-acting toxicant, and a lethal dose causes a period of listlessness followed by unconsciousness and death from kidney damage.

The risk of DRC-1339 to non-target species is limited by the selection of various baits allowed on the label, treatment dilutions, and the number of bait sites. Selective baits, such as soft-boiled chicken eggs, can prevent consumption by certain non-target species. Many non-target species, such as diurnal raptors, are not particularly sensitive to DRC-1339 (LD50=100 to 500mg/kg).

Ravens that eat DRC-1339 bait typically die at roost sites 1 to 3 days following consumption. Ravens have been known to travel many miles from a DRC-1339 treatment site to roost sites.

Once DRC-1339 baits are prepared, they should be kept out of direct sunlight, heat or cold and used within the time constraints listed on the label to ensure their effectiveness.

Before DRC-1339 baits can be applied, treatment sites must be monitored for evidence of any non-target activity and pre-baited (see specific DRC-1339 label instructions for these activities). Do not apply treated baits where there is a danger that threatened or endangered species will consume baits unless special precautions are taken to limit such exposures. Such precautions include monitoring baited sites and frightening away threatened or endangered species that otherwise might feed upon baits. Ravens tend to cache surplus food, so do not use more eggs than are needed for effective control.

Pre-baiting

Pre-baiting involves placing placebo (or nontoxic) chicken eggs or meat-cube baits at proposed raven treatment sites to encourage the consumption of baits by targeted birds. Once ravens are consistently accessing and eating placebo baits at the sites, the placebo baits can be replaced with the DRC-1339 baits. Pre-baiting is crucial for an effective DRC-1339 raven program as outlined in the DRC-1339 label.

Pre-baiting helps the applicator determine a number of important factors including:

- The number of offending ravens present at the treatment location.
- The number of meat/egg baits needed to effectively treat problem birds.
- The optimal time of the day for bait consumption.
- The amount of time it takes for birds to eat the bait.
- Whether there are any non-target species in the treatment area.

Once treated egg baits are placed at a treatment site, the area must be observed continuously from a distance



Figure 5. USDA Wildlife Services biologists attach a radio-transmitter on a raven. The bird will be released and followed to help locate foraging and roost sites.

(approximately 914 meters or 3,000 feet) in order to detect threatened or endangered species and other non-targets or protected animals likely to eat baits.

Trapping

Trapping ravens for damage management is impractical. However, live trapping and radio-tagging ravens can help gather information on foraging areas, nesting sites, and roost sites for damage management plans (Figure 5).

Trap ravens using soft-catch #1½, #2, or #3 coil-spring traps (Figure 4). To minimize the risk of leg damage, removed the trap springs and replaced them with weaker ones. Applying heat to the springs will also weaken them. Pad the trap jaws with rubber, foam, or similar materials to reduce abrasion.

Ravens can be trapped in areas where they congregate, such as near dead animal pits, road-kill, or landfills. Observe common perching areas (fence posts, high ridges, etc.) in the area and set traps at these locations. If no suitable site is found, take a large bait, such as a road-killed deer or livestock carcass, and place it in a known flight path of ravens. Allow the bait to be found and partially eaten by ravens, then set traps nearby. Trap placement is critical. Traps should be concealed and blended-in with the surroundings, and pan tension should be set low. Set traps 1 to 2 meters (4 to 6 feet) away from

the carcass and guide ravens to step on the traps using existing vegetation, rocks, sticks, and other structures. Ravens typically land away from a carcass and walk to it. This trap placement also minimizes catching magpies and eagles, which typically land on or next to the carcass.

Traps should be staked when on a perch or ledge or in a pole trap design to prevent falling and breaking of the raven's leg. On level ground, traps can be weighted versus staked.

Traps should be checked often, but constant monitoring is encouraged to minimize leg damage and the chance of predation. Traps should be set in low light conditions before ravens arrive to minimize disturbance and detection. If traps are set the day before, cover the traps with plywood or similar material to prevent other animals from getting captured or setting off the traps. When raven abundance is low (< 25 ravens), trapping is most productive in the twilight hours. When raven abundance is high, trapping can be conducted throughout the day with high capture probability.

Raven trapping is most effective during the winter, when ravens are congregated at roosts, carcasses, and landfills. When concealing traps in snow, make sure to use a dirt sifter that remains at outdoor temperature (i.e., outside of an enclosed vehicle) when sifting dirt over the traps; otherwise, the traps may freeze down and not catch ravens.

Shooting

Lethal removal of ravens requires a USFWS depredation permit. Raven removal may also require additional state and municipality permits. The USFWS depredation permit requires that non-toxic/non-lead ammunition is used for the removal of problem birds. The USFWS depredation permit also states that ravens cannot be decoyed, called or coaxed to damage sites for removal.

Shooting ravens requires the use of non-lead ammunition. Non-lead shotgun shells are effective for removing ravens at close distances (<45 meters or <150 feet). Larger steel shot sizes of 4, 5, and 6 are recommended. Because of the raven's uncanny ability to stay out of shotgun range or

other human activity, centerfire rifles loaded with non-lead bullets can be an effective method for targeting ravens at long distances. Shooting is not practical or desirable as a method for reducing large numbers of ravens.

Disposal

Check local and state regulations regarding carcass disposal.

Disease Surveillance

Because ravens, crows, and other corvids are susceptible to various diseases and their territories encompass large geographical areas, the birds make good sentinels for disease surveillance. Ravens collected as part of wildlife damage management efforts have been tested for the presence of West Nile virus, and St. Louis and western equine encephalitis. Research at Wildlife Services' National Wildlife Research Center indicates that American crows may play a role in the spread of infectious chronic wasting disease prions since the pathogens can pass through the birds' digestive systems and be deposited via their excrement in new locations.

Agencies responsible for disease surveillance and monitoring, such as state wildlife agencies, animal disease testing laboratories, USDA Wildlife Services and Veterinary Services, and Centers for Disease Control and Prevention, should be notified if encephalitis or other diseases are detected in sampled birds. Safety gloves and appropriate personal protection equipment (PPE) should be worn at all times when handling birds, and the handler should avoid contact with blood.

New and Developing Methods

Advancements in technology allows the use of unmanned aircraft systems (also known as drones) to inspect raven nests. Drones can be equipped with high resolution video cameras and small, high-pressure spray guns to spray raven eggs with food grade corn oil (Figure 6). The coating of corn oil prevents oxygen from permeating the egg shells, thus preventing eggs from hatching. Using drones to oil raven eggs could be an effective method, especially for nests located hundreds of feet above ground around electrical power transmission towers or building structures.



Figure 6. Unmanned aircraft systems or drones may be useful for inspecting and treating raven nests.

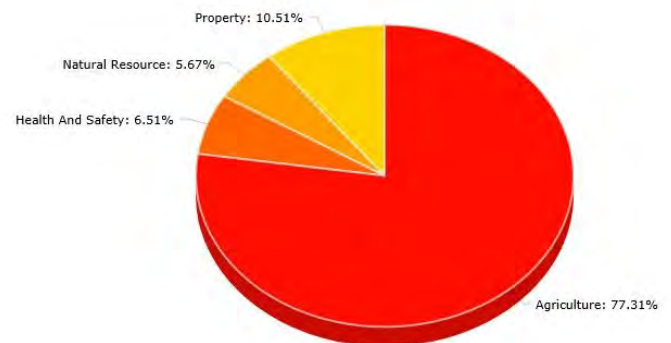


Figure 7. In 2018, USDA Wildlife Services' records show more than 70% of reported raven damage impacted agriculture.

Economics

Raven damage reported to USDA's Wildlife Services program in 2018 was estimated at \$5,328,456. From 2014 to 2018, the estimated cost of reported damages was \$15,169,129; however, not all raven damage in the United States is reported to Wildlife Services. Damage costs associated with raven predation to various threatened, endangered, migratory and upland game birds is often not reported. Raven damage reported in Wildlife Services' management information system (MIS) indicates most damage by ravens is associated with livestock. For example in 2018, 77.31% of reported raven-related damage was to agriculture (Figure 7).

Species Overview

Identification

Ravens, crows, jays, and magpies belong to the Family Corvidae in the Order Passeriformes (songbirds). More than 120 corvid species occur through the world.

Physical Description

Common ravens are stocky, compact birds weighing between 650 and 1,700 grams (1.4 to 3.75 lbs.), making them the largest songbird species. Males and females look similar and identifying gender can be difficult. Males are slightly larger than females. Their wingspan is between 115 and 120 cm (45 to 47 inches).

Common ravens are entirely black as adults. Juveniles are identified by a brownish hue on their feathers and a pink mouth lining. Rarities, such as albinism, do occur (Figure 8). Shaggy mane feathers line the throat, and become more prominent with age. A raven's bill is thick, curved, and strong.

Differentiating between crows and ravens is relatively easy at close distances, and with practice, at long distances. Ravens are much larger (about 1.5 times larger) than crows (Figure 9). The bill of a raven is thicker, longer, and more curved than a crow. In flight, ravens have a wedge shaped tail, whereas the crow has a more rounded tail (Figure 10). Ravens tend to soar more and flap less than crows.

Range

The common raven is one of the most widely distributed birds in the world, and is found on every continent, including the Arctic and Antarctic.

In the United States, raven populations have increased dramatically in the past few decades. For example, in the Central Valley of California, trends show population increases of more than 7,600% in less than 30 years. Ravens are notably absent from the Great Plains and much of the Midwestern United States (Figure 11).

Voice and Sounds

The typical call of a raven is a throaty *croak* repeated multiple times. Dominant female ravens make popping noises. During the mating season, raven pairs warble at

each other. Ravens emit a higher pitched shrill call when chasing intruders. When disturbed, ravens make deep, raspy, honking sounds.

Reproduction

Ravens start their courtship displays in the fall and winter seasons. Courtship behavior includes bill knocking and preening with mates, aerial displays, and numerous vocalizations. Pairs then build a nest in a suitable area or use a nest built in prior years. Nest locations include, but are not limited to: isolated trees/stands of trees, rock outcroppings, abandoned buildings, communication towers, power substations, billboards, and bridge trestles. Nests are constructed from a suite of materials, such as sticks, baling twine, wire, net wrap, bones, mud, and animal fur. The nest bowl is 22 to 30 cm (9 to 12 inches) in diameter and 12 to 15 cm (5 to 6 inches) deep. Ravens also steal nesting sites from raptors (e.g., Ferruginous hawks) for their own use.

Raven eggs are often laid in clutches of 3 to 10 eggs. Replacement clutches occur if the first clutch is damaged, but they are not usually successful. Incubation lasts between 20 to 25 days, and upon hatching, the chicks are naked, blind, and helpless. The chicks gain weight exponentially with time, become fully feathered within five

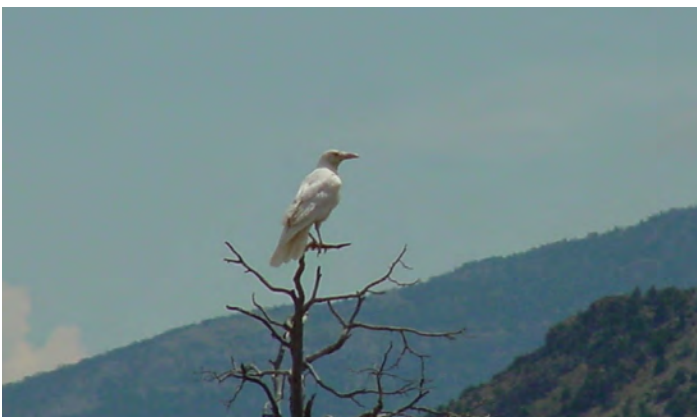


Figure 8. A rare albino raven.



Figure 9. A Common raven (*left*) and American crow.

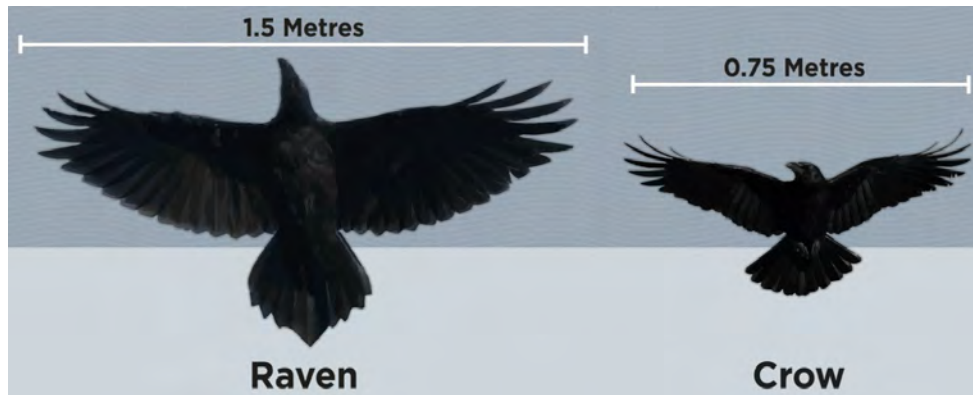


Figure 10. Size comparison between common raven and American crow.

weeks, and leave the nest shortly thereafter (Figure 12). Raven family groups tend to remain together until the fledglings' first winter. Ravens defend nests from intruders by cackling and diving, and they have been known to even drop projectiles at intruders.

Population Status

Common raven populations are currently increasing throughout the majority of the species' range and its International Union for Conservation of Nature (IUCN) conservation status is of "least concern."

Ravens typically live between 10 to 15 years in the wild. The longest living, banded wild raven was 23 years old. The oldest known raven in captivity lived to be 80 years old. One raven at the Tower of London lived to be 44 years old.

Ravens have few natural predators. Golden eagles opportunistically take ravens, along with owls, hawks, and other birds of prey. Reports of attacks by mammalian predators are few and include species such as coyotes, lynx, and mountain lions. Most successful predation events are on juvenile ravens. More common mortality sources are human related, and include vehicle collisions and powerline surges.



Figure 11. Range map for common raven.

Habitat

Ravens occupy a wide variety of habitats, including coniferous and deciduous forests, sagebrush, beaches, tundra, and desert areas. Ravens are usually residents of a particular area as adults; juveniles may establish their territories away from where they were raised. Ravens' territories expand in the spring and summer months and contract during the winter months.

Behavior

Ravens are very acrobatic in flight performing barrel rolls, flying upside down, and taking steep dives. Ravens oftentimes exhibit play-like behavior. They have been documented repeatedly rolling down hills and slanted rooftops, and they also drop and catch items in mid-air with other ravens. Ravens cache food once a large source is located, and fake cache to mislead other ravens and protect the true cache.

Ravens typically roost together at night. Roost sites include bridges, industrial plants, abandoned buildings large stands of trees and brush, cliffs, and mining towers. Roosts are used throughout the year, yet they are most heavily used during the winter, likely due to the shelter and heat that roosts provide. Communal raven roosts vary

considerably in size, ranging from tens of birds to more than a thousand individuals. Research shows that ravens communicate information, such as food locations, to one another at common roost sites. Roosts remain in the same location year after year unless they are disturbed, and even then, new roost locations are typically within a few miles of the old one. If multiple roost sites are within 50 miles of each other, ravens are known to frequently switch roosts sites.

Ravens are highly intelligent, adept learners and problem solvers. Ravens have "reeled in" food suspended with string from a branch, and they have constructed hooks from wire to retrieve food in concealed locations. Ravens cache food and hide it from other ravens. They are also capable of being taught words when rewarded with food.

Food Habits

Ravens are opportunistic foragers, eating a wide variety of food items. Their diet includes small mammals, eggs, birds, insects, human garbage, plant matter, reptiles, road-killed ungulates, and livestock carcasses. Ravens are bold enough to attack in groups and kill newborn livestock. Ravens also kill and eat other predators. In Canada, an entire den of arctic fox kits was killed and taken away by a pair of ravens. Individuals employ several methods of



Figure 12. Common raven nest with chicks showing progression of growth over approximately 3 weeks .

obtaining food, including frequent scanning for dead animals, stealing from conspecifics (e.g., eagles and coyotes), and following predators and farm equipment. Seasonality also determines forage availability. Ravens cue in on agricultural activity (e.g., calving, lambing, planting) and congregate in these areas due to increased foraging opportunities. Also, harsh winter conditions force ravens to congregate at highways and landfills in western states to obtain easier meals.

Legal Status

Common ravens are classified as a migratory bird species and are protected by federal and, in most cases, state laws. In the United States, ravens may only be lethally removed or live trapped with a permit issued by the USFWS. Occasionally, an additional permit is required from the state wildlife management agency. Permits are issued only after dispersal and other non-lethal damage management methods have been employed and proven ineffective at resolving the conflicts. No federal permit is needed to frighten or mechanically exclude ravens. However, always check state and federal regulations for updated before beginning research or management activities.

Acknowledgements

Figure 1. Photo by Jack Spencer Jr., USDA-APHIS-Wildlife Services
Figure 2. Photos by Luke Peebles, USDA-APHIS-Wildlife Services
Figure 3. Photo by USDA-APHIS-Wildlife Services
Figure 4. Photos by USDA-APHIS-Wildlife Services, Daniel Lile (U.S. Air Force), and Brian Washburn (USDA-APHIS-Wildlife Services)
Figure 5. Photo by Luke Peebles, USDA-APHIS-Wildlife Services
Figure 6. Photo by Mark Lutman, USDA-APHIS-Wildlife Services
Figure 7. Graphic by USDA-APHIS-Wildlife Services
Figure 8. Photo by Ben Miller, USDA-APHIS-Wildlife Services
Figure 9. Photo by Jack Spencer Jr., USDA-APHIS-Wildlife Services
Figure 10. Graphic by Canadian Wildlife Federation
Figure 11. Map by The Birds of North America Online (A. Poole, Ed.). Ithaca: Cornell Lab of Ornithology
Figure 12. Photos by Luke Peebles, USDA-APHIS-Wildlife Services

We thank Jimmy Taylor, Michael Yeary, and Patrick Ryan for providing critical reviews of this manuscript.

Glossary

Addling: Shaking of a fertilized egg to prevent embryo development.

Corvid: A bird belonging to the Family Corvidae; stout-billed songbirds including crows, ravens, magpies, and jays.

Effigy: A likeness of a animal. An effigy can be an actual animal carcass, a carcass that has been taxidermically prepared, or an artificial likeness.

Mobbing: When a group of birds surround and attack a predator or other threat to drive it off.

Roost: Location where birds rest or sleep either during the day or at night.

Keywords

Corvus corax, Least tern, Livestock, Predation, Raven, Sage-grouse, Tortoise

Disclaimer

Wildlife can threaten the health and safety of you and others in the area. Use of damage prevention and control methods also may pose risks to humans, pets, livestock, other non-target animals, and the environment. Be aware of the risks and take steps to reduce or eliminate those risks.

Some methods mentioned in this document may not be legal, permitted, or appropriate in your area. Read and follow all pesticide label recommendations and local requirements. Check with personnel from your state wildlife agency and local officials to determine if methods are acceptable and allowed.

Mention of any products, trademarks, or brand names does not constitute endorsement, nor does omission constitute criticism.

Citation

Peebles, L.W. and J.O Spencer Jr. 2020. Common Ravens. Wildlife Damage Management Technical Series. USDA, APHIS, WS National Wildlife Research Center. Fort Collins, Colorado. 17p.

Resources

Allred, W.J. 1942. Predation and the sage-grouse. *Wyoming Wildlife* 7:3–4.

Batterson, W.M. and W.B. Morse. 1948. Oregon sage-grouse. Oregon State Game Commission Fauna Series 1, Portland, USA.

Boarman, W.I. 1993. When a native predator becomes a pest: a case study. Pages 191–206 in S.K. Majumdar, E.W. Miller, D.E. Baker, E.K. Brown, J.R. Pratt, and R.F. Schmalz, editors. *Conservation and resource management*. Pennsylvania Academy of Science, Philadelphia, USA.

Boarman, W.I., R.J. Camp, M. Hagan, and W. Deal. 1995. Raven abundance at anthropogenic resources in the western Mojave Desert, California. Report to Edwards Air Force Base, California. National Biological Service, Riverside, USA.

Boarman, W.I., and B. Heinrich. 1999. Common Raven. In A. Poole and F. Gill, editors. *The Birds of North America*, Number 476. The Birds of North America, Philadelphia, Pennsylvania, USA.

Boarman, W.I. 2003. Managing a subsidized predator population: reducing common raven predation on desert tortoises. *Environmental Management* 32:205–217.

Butchko, P.H. 1990. Predator control for the protection of endangered species in California. *Proceedings of the Vertebrate Pest Conference* 14:237–240.

Chevallier, C., S. Lai, and D. Berteaux. 2016. Predation of arctic fox (*Vulpes lagopus*) by common ravens (*Corvus corax*). *Polar Biology* 39:1335–1341.

Coates, P.S., J.W. Connelly, and D.J. Delehanty. 2008. Predators of greater sage-grouse nests identified by video monitoring. *The Journal of Field Ornithology* 79:421–428.

Coates, P.S. and D.J. Delehanty. 2010. Nest predation of greater sage-grouse in relation to microhabitat factors and predators. *Journal of Wildlife Management* 74:240–248.

Coates, P.S., J.O. Spencer, Jr., and D.J. Delehanty. 2007. Efficacy of CPTH-treated egg baits for removing ravens. *Human–Wildlife Conflicts* 1: 224–234.

Cotterman, V. and B. Heinrich. 1993. A large temporary roost of common ravens. *Auk* 110:395.

Cushing, J.E. 1941. Winter behavior of ravens at Tomales Bay, California. *Condor* 43:103–107.

Decino, T.J., D.J. Cunningham, and E.W. Schafer. 1966. Toxicity of DRC-1339 to starlings. *Journal of Wildlife Management* 30:249–253.

Engel, K.A., L.S. Young, J.A. Roppe, C.P. Wright, and M. Mulrooney. 1992. Controlling raven fecal contamination of transmission line insulators. Pages 10–14 in J.W. Huchabee, editor. *Proceedings of the International Workshop on Avian Interactions with Utility Structures*. Electric Power Research Institute, Palo Alto, California, USA.

- Engel, K.A., L.S. Young, K. Steenhof, J.A. Roppe, and M.N. Kochert. 1992. Communal roosting of common ravens in southwestern Idaho. *Wilson Bulletin* 104:105–121.
- Fleischer, R.C., W.I. Boarman, E.G. Gonzalez, A. Godinez, K.E. Omland, S. Young, L. Helgen, and C.E. McIntosh. 2008. As the raven flies: using genetic data to infer the history of invasive common raven (*Corvus corax*) populations in the Mojave Desert. *Molecular Ecology* 17:464–474.
- Heinrich, B., D. Kaye, T. Knight, and K. Schaumburg. 1994. Dispersal and association among common ravens. *Condor* 96:545–551.
- Knight, R.L., H.A. Knight, and R.J. Camp. 1993. Raven populations and land-use patterns in the Mojave Desert, California. *Wildlife Society Bulletin* 21:469–471.
- Kristen III, W.B., W.I. Boarman, and J.J. Crayon. 2004. Diet composition of common ravens across the urban-wildland interface of the West Mojave Desert. *Wildlife Society Bulletin* 32:244–253.
- Larsen, K.H. and J.H. Dietrich. 1970. Reduction of a raven population on lambing grounds with DRC-1339. *Journal of Wildlife Management* 34:200–204.
- Leu, M., S.E. Hanser, and S.T. Knick. 2008. The human footprint in the west: a largescale analysis of anthropogenic impacts. *Ecological Applications* 18: 1119–1139.
- Linz, G.M., C.E. Knittle, and R.E. Johnson. 1990. Ecology of corvids in the vicinity of the Aliso Creek California least tern colony, Camp Pendleton, California. Bird Section Research Report 450, Denver Wildlife Research Center, Denver, Colorado, USA.
- Lucid, V.J. and R.N. Conner. 1974. A communal common raven roost in Virginia. *Wilson Bulletin* 86:82–83.
- Marzluff, J.M., B. Heinrich, and C.H. Marzluff. 1996. Roosts are mobile information centres. *Animal Behaviour* 51:89–103.
- Merrell, R.J. 2012. Some successful methods to mitigate conflicts caused by common ravens in an industrial environment. *Human–Wildlife Interactions* 6:339–343.
- Peebles, L.W. and M.R. Conover. Winter ecology and spring dispersal of common ravens in Wyoming. *Western North American Naturalist* 77:293–308.
- Peterson, S.A., and M.A. Colwell. 2014. Experimental evidence that scare tactics and effigies reduce corvid occurrence. *Northwestern Naturalist* 95:103–112.
- Preston, M.I. 2005. Factors affecting winter roost dispersal and daily behaviour of common ravens (*Corvus corax*) in southwestern Alberta. *Northwestern Naturalist* 86:123–130.
- Restani, M., J.M. Marzluff, and R.E. Yates. 2001. Effects of anthropogenic food sources on movements, survivorship, and sociality of common ravens in the artic. *Condor* 103:399–404.
-

Sauer, J.R., J.E. Hines, J.E. Fallon, K.L. Pardieck, D.J. Ziolkowski Jr., and W.A. Link. 2011. The North American breeding bird survey, results and analysis 1966–2010. Version 12.07.2011. U.S. Geological Survey Patuxent Wildlife Research Center, Laurel, Maryland, USA.

Spencer, J.O., Jr. 2002. DRC-1339 use and control of common ravens. Proceedings of the Vertebrate Pest Conference 20:110–113.

Steenhof, K., M.N. Kochert, and J.A. Roppe. 1993. Nesting by raptors and common ravens on electrical transmission line towers. Journal of Wildlife Management 57:271–281.

Vercauteren K.C., Pilon J.L., Nash P.B., Phillips G.E., Fischer J.W. 2012. Prion remains infectious after passage through digestive system of American crows (*Corvus brachyrhynchos*). PLoS ONE 7:e45774. DOI: 10.1371/journal.pone.0045774.

Wright, J., Stone, R.E., and N. Brown. 2003. Communal roosts as structured information centres in the raven, *Corvus corax*. Journal of Animal Ecology 72:1003–1014.

Appendix

Damage Management Methods for Common Ravens

Type of Control	Available Management Options
Exclusion	Often ineffective or impractical
Fertility Control	None available
Frightening Devices	<ul style="list-style-type: none"> • Effigies • Pyrotechnics and propane cannons • Lasers and flashing lights
Habitat Modification	<ul style="list-style-type: none"> • Bale and bury garbage • Install dumpsters with secure lids • Remove or bury dead livestock • Remove abandoned houses, sheds, and barns to eliminate nesting structures
Nest Treatment	Allowed with proper Federal and State permits; Egg oiling or addling and nest destruction
Repellents	<ul style="list-style-type: none"> • Methiocarb (EPA Reg. No. 56228-33) • Methyl anthranilate (food-grade grape flavoring agent)
Shooting	Allowed with proper Federal and State permits; Requires use of non-toxic/non-lead ammunition
Toxicants	Compound DRC-1339 Concentrate (EPA Reg. No. 56228-29, 56228-63); May only be used by USDA Wildlife Services employees or people working under their supervision.
Trapping	Allowed with proper Federal and State permits; Live-trapping with modified soft-catch #1½, #2 or #3 coil-spring traps



AGENDA ITEM

UPRR Settlement

[STAFF MEMO](#)

[SETTLEMENT AGREEMENT](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: UPRR Settlement Agreement

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KRISTEN CAMPBELL

DATE: AUGUST 24, 2021

BACKGROUND INFORMATION:

The ongoing *Union Pacific Railroad v Rod Runyon, et al* was filed by Union Pacific Railroad ("UPRR") in response to the Wasco County ("County") denial of its 2014 land use application for a second track through what is referred to as the Mosier footprint. The County denied the application, rejecting UPRR's argument that its interstate commerce rights preempt the federal Columbia Gorge National Scenic Area Act (the "Act") and the County's Land Use Ordinance required by the Act to implement that Act's Management Plan. At the foundation of the decision was the mandatory language in the Act directing the County that an application "**shall not** impact Treaty Rights." Here, leadership from several of the surrounding Treaty Tribes provided testimony as to the impacts of UPRR's application. Based on the Act's mandatory language, Wasco County denied the application. UPRR appealed that decision to several venues: the Federal District Court, the Oregon Court of Appeals and the Columbia Gorge Commission. Several parties intervened in the appeal, including the impacted Treaty Tribes, the Friends of the Columbia River Gorge and the Columbia Riverkeepers. After a federal District Court ruled in favor of the County and Intervening parties on a corollary issue, the parties commenced a protracted mediation with retired federal Judge Leavey acting as mediator. Since the denial of the application was based on Treaty Rights, the Treaty Tribes and UPRR were the key elements to the mediation. However, all parties worked collaboratively to find resolution. The Settlement Agreement before the Wasco County Board of Commissioners is the result of that mediation.

Essentially, the Settlement Agreement encompasses UPRR's withdrawal of its initial land use application and resulting dismissal of the cases. The Settlement Agreement also contains a moratorium aspect, preventing UPRR from submitting any other land use application within the Mosier footprint for a period of five years. It also includes a requirement that UPRR and the Treaty Tribes enter into a written memorandum of agreement for the purpose of establishing a conferral process regarding UPRR current and future operations and activities within the Portland Subdivision that may affect the Treaty Tribes' interests, including their sovereign, cultural, and treaty reserved interests.

SETTLEMENT AND RELEASE AGREEMENT

This SETTLEMENT AND RELEASE AGREEMENT (“Agreement”) is entered into by, between, and among Union Pacific Railroad Company (“UPRC”); The Confederated Tribes of the Warm Springs Reservation of Oregon (“CTWS”), Confederated Tribes of the Umatilla Indian Reservation (“CTUIR”), Confederated Tribes and Bands of the Yakama Nation (“YN”) (collectively, “Treaty Tribes”); Friends of the Columbia Gorge, Oregon Physicians for Social Responsibility, Columbia Riverkeeper (collectively, “Friends”); Columbia River Gorge Commission (“Commission”); and Wasco County (“County”). Each party to this Agreement may each be referred to as “Party” or collectively as “Parties.”

1. Recitals.

1.1 UPRC is the principal operating company of Union Pacific Corporation and is a Class I railroad operating throughout the United States. UPRC owns over 32,236 route miles, including its Portland Subdivision. UPRC serves the western two-thirds of the United States and maintains coordinated schedules with other rail carriers to move freight throughout the country, Canada and Mexico. In 2018, UPRC generated \$21.8 billion in freight revenue. UPRC’s corporate culture values community relationships and sustainability, so much so that UPRC is the only railroad to sign on to the Business Roundtable Embracing Sustainability Challenge, including broadly investing in people, processes and innovation.

1.2 UPRC developed the Mosier Project to address an operational constraint to its railroad network. UPRC sought to construct a second mainline track to allow trains moving in opposite directions to pass each other at standard operating speed in the vicinity of the City of Mosier. UPRC contends that continuous movement and maintaining uniform train speed improves the safety and efficiency of its rail transportation network by decreasing the amount of time that trains spend reducing speed, idling at a siding location, and increasing their speed to exit a siding and re-enter the mainline track.

1.3 UPRC submitted a land use application for the Mosier Project to the County, noting that it believed that the ICCTA preempted the NSA Ordinance. The County determined that the Mosier Project adversely affected the Treaty Tribes’ treaty-reserved rights (defined below) in violation of the Act and denied the project on that basis. UPRC appealed the County decision to the Commission. The Commission affirmed the County, and UPRC commenced the COA Appeal seeking judicial review of the Commission’s decision. The COA Appeal is pending.

1.4 UPRC also commenced the District Court Action seeking, among other things, a judgment declaring that ICCTA preempts the NSA Ordinance and an injunction prohibiting the County and the Commission from enforcing the NSA Ordinance against the Mosier Project. The District Court dismissed the action based on the failure to join the Treaty Tribes as parties, whom the court determined were necessary and indispensable to the action. UPRC commenced the Ninth Circuit Appeal challenging the District Court’s decision. The Ninth Circuit Appeal is pending.

1.5 The COA Appeal and the Ninth Circuit Appeal have been stayed and/or abated while the Parties have participated in mediation. The Honorable Edward J. Leavy and the Honorable Anna J. Brown have served as co-mediators for the Parties.

1.6 The Parties have reached this agreement to resolve the claims and disputes between and among them pertaining to Mosier Project. The purpose of this Agreement is to memorialize in writing the terms and conditions of the Parties' settlement agreement.

2. Settlement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual terms, covenants, conditions and releases contained herein, the Parties, intending to be legally bound, agree as follows:

2.1 Recitals. The recitals in Section 1. are expressly incorporated and made a part of this Agreement.

2.2 Definitions.

(a) **Act:** the Act refers to the National Columbia River Gorge National Scenic Area Act, Pub. L. No. 99-663, 100 Stat. 4274, 16 U.S.C. §§ 544-544p.

(b) **COA Appeal:** the COA Appeal refers to the petition for judicial review filed by UPRC challenging the Commission's decision affirming the County's denial of the land use application filed by UPRC for the Mosier Project: Union Pacific Railroad Company v. Wasco County Board of Commissioners et al., Oregon Court of Appeals, Case No. 166300.

(c) **Columbia River Gorge National Scenic Area:** the Columbia River Gorge National Scenic Area refers to the National Scenic Area established by the Act for the purposes of (i) protecting and providing for the enhancement of the scenic, cultural, recreational, and natural resources of the Columbia River Gorge; and (ii) protecting and supporting the economy of the Columbia River Gorge area by encouraging growth to occur in existing urban areas and by allowing future economic development in a manner that is consistent with the Act.

(d) **District Court Action:** the District Court Action refers to the action commenced by UPRC challenging the County decision denying the land use application filed by UPRC for the Mosier Project: Union Pacific Railroad Company v. Rod Runyon et al., United States District Court, District of Oregon, Case No. 3:17-cv-00038.

(e) **ICCTA:** Interstate Commerce Commission Termination Act, 49 U.S.C. §§ 10101-11908.

(f) **Mainline track:** mainline track is the primary or most heavily used tracks of a railroad. Trains traveling on mainline track operate at standard speeds designed for the safe and efficient movement of freight.

(g) **Management Plan:** the Management Plan refers to the *Management Plan for the Columbia River Gorge National Scenic Area* adopted by the Commission and U.S. Forest Service pursuant to Section 6 of the Act, 16 U.S.C. § 544d, as revised through the Effective Date of this Agreement and all future revisions to the plan.

(h) **Mosier Project:** UPRC originally proposed the Mosier Project in order to construct 4.02 miles of new second mainline track and to convert a 6,338-foot siding into mainline track to establish a 5.37-mile segment of second mainline track between mileposts 66.98 and 72.35 in the vicinity of the City of Mosier along the Portland Subdivision in Wasco County. The Mosier Project would have been located entirely within the Columbia River Gorge National Scenic Area.

(i) **Ninth Circuit Appeal:** the Ninth Circuit Appeal refers to the appeal filed by UPRC challenging the dismissal of the District Court Action: Union Pacific Railroad Company v. Rod Runyon et al., United States Court of Appeals for the Ninth Circuit, Case No. 17-35207.

(j) **NSA Ordinance:** the land use ordinance adopted by Wasco County pursuant to the Act and for the purpose of implementing the Management Plan.

(k) **Portland Subdivision:** the Portland Subdivision refers to the mainline track owned and operated by UPRC located between Hinkle, Oregon, and Portland, Oregon. The Portland Subdivision is 185 miles in length and is located proximate to the Columbia River.

(l) **Second mainline track:** second mainline track is an additional mainline track parallel to the primary mainline track that allows trains moving in opposite directions to pass at standard operating speeds.

(m) **Siding:** sidings are short lengths of track connected to a mainline track. Sidings serve multiple functions, including allowing trains travelling on opposite directions on the same mainline track to pass one another.

(n) **Treaty-reserved rights:** treaty-reserved rights are legally enforceable rights held by the Treaty Tribes pursuant to their tribal treaties. *See* Treaty with the Tribes of Middle Oregon, 1855, 12 Stat. 963; Treaty with Walla Walla, Cayuse, etc., 1855, 12 Stat. 945; and Treaty with the Yakama, 1855, 12 Stat. 951. Those rights include, but are not limited to, off-reservation rights to fish at all usual and accustomed areas.

2.3 UPRC's Withdrawal of the Mosier Project Application and Moratorium.

(a) **Withdrawal of Application.** UPRC shall withdraw its application for an NSA Ordinance review and approval from the County, the decisions with respect to which underlie both the COA Appeal and the Ninth Circuit Appeal.

(b) **Time-Limited Moratorium on Future Track Expansion Project Within the Mosier Project Area.** UPRC shall not make permit applications for or begin building a railroad expansion project within the footprint of the Mosier Project for a period of five (5) years commencing on the Effective Date of this Agreement (the "Moratorium Period"), unless the Treaty Tribes otherwise unanimously agree in writing. The scope of the moratorium does not include any UPRC planning, permitting, or construction activities within the Mosier Project footprint that are not related to railroad expansion. Nothing in this subparagraph, precludes UPRC and the Treaty Tribes from initiating discussions during the Moratorium Period

about any railroad expansion project within the Portland Subdivision, including those which may involve or impact the abandoned Mosier Project footprint.

(c) **NSA Permitting.** During the Moratorium Period, UPRC shall attempt to comply with any permitting process required by the Act for all projects within the Mosier Project footprint in the Columbia River Gorge National Scenic Area unless there is a final decision from the Ninth Circuit Court of Appeals or from the Supreme Court of the United States concluding that ICCTA preempts the Act. In the event that UPRC files an application to build a railroad expansion project within the Mosier Project footprint during the Moratorium Period—with the unanimous written consent of the Treaty Tribes—and is unable to obtain a permit under the Act, all Parties are free to assert and determine any and all legal arguments in relation to any such railroad expansion, either in the application process or in any related legal proceedings. The intention of the Parties is to reset their legal positions to pre-Mosier Project status, preserving all legal rights and arguments. Any such legal rights and arguments would be asserted in the context of the enhanced Party relationships as set forth in Section 2.4 below.

2.4 UPRC and Treaty Tribes' Memorandum of Agreement. Not later than six (6) months after the Effective Date of this Agreement, UPRC and the Treaty Tribes shall enter into a written memorandum of agreement for the purpose of establishing a conferral process regarding UPRC current and future operations and activities within the Portland Subdivision that may affect the Treaty Tribes' interests, including their sovereign, cultural, and treaty reserved interests. UPRC shall not oppose any request by the Treaty Tribes for the Nez Perce Tribe to be joined as a party to any memorandum of agreement that it enters into under this Section 2.4.

2.5 Dismissals, Vacatur, and Consent Decree.

(a) **Vacatur of the County Decision.** Not more than fourteen (14) days after the Effective Date, UPRC shall withdraw its application to Wasco County for the Mosier Project and submit a request that the County vacate its November 11, 2016 decision denying Union Pacific's land use application and the September 26, 2016 decision of its planning commission (collectively, the "County Decisions"). The County agrees to consider the request but does not commit to vacate the County Decisions as part of this Agreement. A decision not to vacate the County Decisions shall not be interpreted as a breach of this Agreement or the County's bad faith participation in mediation or execution of this Agreement.

(b) **Dismissal of COA Appeal.** Within fourteen (14) days of the last vacatur anticipated in Paragraph 2.5(a) above, UPRC shall file a motion to dismiss the COA Appeal without costs or fees to any party.

(c) **Vacatur of the Commission Decision.** Within fourteen (14) days of the dismissal anticipated in Paragraph 2.5(b) above, UPRC shall file a stipulated motion, to which all parties to the COA Appeal (except the County and the Commission) shall stipulate, to vacate the September 8, 2017 Commission Decision without costs or fees to any party. The Commission agrees to consider the motion but does not commit to vacate the Commission Decision as part of this Agreement. A decision not to vacate the Commission Decision shall not be interpreted as a breach of this Agreement or the Commission's bad faith participation in mediation or execution of this Agreement.

(d) Remand of Ninth Circuit Appeal for Entry of Consent Decree and Vacatur of District Court Order. Within 30 days after the execution of this Agreement, the parties to the Ninth Circuit appeal will file a stipulated motion for remand of the Ninth Circuit Appeal to the District Court. Upon remand, the parties to the District Court Action shall file a stipulated motion to vacate the judgment of dismissal entered in the District Court Action on March 8, 2017. The motion shall request that this Agreement be entered as a stipulated consent decree order in the District Court Action, which shall be binding on the Parties as a decree of the District Court. The stipulated consent decree order will provide that the District Court shall: (i) dismiss the District Court Action with prejudice and without an award of attorney fees or costs to any party; (ii) make the terms of this Agreement part of the order of dismissal either by a provision retaining jurisdiction over this Agreement or by incorporating the terms of this Agreement in the order; (iii) vacate the opinion of the District Court on appeal to the Ninth Circuit, and (iv) retain ancillary jurisdiction to enforce this Agreement. The Treaty Tribes shall not oppose the stipulated motion to vacate. If the Parties modify the terms of this Agreement pursuant to Section 3.9 of this Agreement, the Parties will petition the District Court for an order accepting modification of the Agreement to be binding on the Parties as a modified decree.

2.6 UPRC Representation and Covenant Not to Sue. UPRC expressly represents and covenants not to assert or cause others to assert in any legal action that this Agreement is unconstitutional, preempted by any provision of federal law, including ICCTA, or is otherwise unenforceable.

2.7 Dispute Resolution. If a dispute arises among some or all of the Parties (“Disputing Parties”) regarding performance of this Agreement, the Disputing Parties shall first seek to resolve the dispute informally. The Disputing Parties may seek the assistance of a third-party neutral if appropriate. If the Disputing Parties are not able to resolve the dispute, they shall notify the District Court and seek its assistance in resolving the dispute, which may include a proceeding for the court to enforce the Agreement.

2.8 No Waiver of Tribal Sovereign Immunity. Nothing in this Agreement shall be construed as an express or implied waiver of sovereign immunity by any of the Treaty Tribes. After the Effective Date of this Agreement and entry of the stipulated consent decree order by the District Court, each Treaty Tribe may elect, in its discretion and in compliance with its laws, to waive its sovereign immunity and seek enforcement of this Agreement pursuant to Section 2.7 above. All Parties acknowledge and agree that no Treaty Tribe is authorized to waive the sovereign immunity of another Treaty Tribe.

3. Miscellaneous.

3.1 No Admission of Liability. This Agreement is the result of a compromise. The purpose of this Agreement is to settle claims that are denied and contested or are potential claims. Nothing contained herein shall be deemed to be an admission of liability of any kind as against any Party or in favor of any Party, all such liability being expressly denied.

3.2 No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party or the general public.

3.3 No Agency Relationship. This Agreement does not create an agency relationship between the Parties and does not establish a joint venture or partnership between the Parties. No Party has the authority to bind other Parties or represent to any person that the Party is an agent of the other Parties.

3.4 Attorneys' Fees. Each Party shall bear all of that Party's attorneys' fees and costs associated with the performance of this Agreement.

3.5 Governing Law. The rights and obligations of the Parties and the interpretation and performance of this Agreement shall be governed by federal law and, where applicable, Oregon law without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

3.6 Construction. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against any of the Parties to this Agreement. Without limitation, there shall be no presumption against any Party on the ground that such Party was responsible for drafting this Agreement or any part of it. All pronouns contained herein and any variations thereof will be deemed to refer to the singular or plural as the identity of the Parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The headings contained in this Agreement are for convenience of reference only and do not define, limit, or enlarge the scope or meaning of the provisions of this Agreement.

3.7 Advice of Counsel. Each of the Parties has obtained advice of legal counsel prior to and for the execution of this Agreement, or have knowingly waived their right to do so, and each Party understands fully the contents hereof.

3.8 Entire Agreement. This Agreement, including all attachments, and the easements contemplated herein contain the entire understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement.

3.9 Modification. This Agreement may not be amended or modified except in writing signed by all Parties and approved by the District Court pursuant to its retained ancillary jurisdiction.

3.10 Time of Essence. Time is of the essence with respect to all dates and time periods in this Agreement.

3.11 Waiver. No waiver will be binding on a Party unless it is in writing and signed by the Party making the waiver. A Party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

3.12 Saving Clause. If any provision of this Agreement, or the application of a provision to any person or circumstance, is held invalid, the remainder of this Agreement, or the application of that provision to other persons or circumstances, must not be affected thereby.

3.13 Further Assurances. The Parties agree to execute and deliver any further documents, instruments, and other agreements as are necessary or convenient to carry out the terms and purposes of this Agreement.

3.14 Signatures. This Agreement may be signed in counterparts. An electronic transmission of a signature page will be considered an original signature page.

3.15 Authority. The Parties and their designated representatives have full power and authority to sign and deliver this Agreement and to perform all of their respective obligations under this Agreement.

3.16 Commission and County's Nonjoinder. The Commission and the County as regulatory bodies for the Columbia River National Scenic Area do not join in section 2.3 of this Agreement.

3.17 Effective Date. This Agreement is effective as of August 16, 2021.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

[Signature page follows]

**UNION PACIFIC RAILROAD
COMPANY**

By: _____
Its: _____
Date: _____

**THE CONFEDERATED TRIBES OF
THE WARM SPRINGS
RESERVATION OF OREGON**

By: _____
Its: _____
Date: _____

**CONFEDERATED TRIBES OF THE
UMATILLA INDIAN RESERVATION**

By: _____
Its: _____
Date: _____

**CONFEDERATED TRIBES AND
BANDS OF THE YAKAMA NATION**

By: _____
Its: _____
Date: _____

FRIENDS OF COLUMBIA GORGE

By: _____
Its: _____
Date: _____

**OREGON PHYSICIANS FOR
SOCIAL RESPONSIBILITY**

By: _____
Its: _____
Date: _____

COLUMBIA RIVERKEEPER

By: _____
Its: _____
Date: _____

**COLUMBIA RIVER GORGE
COMMISSION**

By: _____
Its: _____
Date: _____

WASCO COUNTY

By: _____
Its: _____
Date: _____



MOTION

SUBJECT: UPRR Settlement Agreement

I move to approve the Settlement and Release Agreement between and among Union Pacific Railroad, Wasco County and other represented parties.



AGENDA ITEM

Building Codes IGA

[IGA FOR BUILDING CODES SERVICES](#)

[MOTION LANGUAGE](#)

**INTERGOVERNMENTAL AGREEMENT
Between Wasco County and Hood River County
For Reciprocal Building Department Services**

This Intergovernmental Agreement is entered into on the last signed date below, by and between WASCO COUNTY, an Oregon political subdivision ("Wasco County"), and HOOD RIVER COUNTY, a home rule county and political subdivision of the State of Oregon ("Hood River County"), pursuant to ORS chapter 190.

RECITALS

WHEREAS, the Legislature of the State of Oregon has declared it to be a matter of statewide concern to promote intergovernmental cooperation for the purposes of furthering economy and efficiency in local government; and

WHEREAS, ORS Chapter 190 authorizes local governments to enter into agreements such as this for the performance of any functions and activities that a local government has authority to perform; and

WHEREAS, Hood River County operates and maintains a Building Department with a duly qualified building official, permit technicians and support staff to perform building plan review, permitting pursuant to the Oregon Building Code and Structural Specialty Codes, and to perform inspections pursuant to approved building plans in the areas of structural, mechanical, plumbing, electrical specialties, and fire/life safety; and

WHEREAS, Wasco County operates and maintains a Building Department with a duly qualified building official, permit technicians and support staff to perform building plan review, permitting pursuant to the Oregon Building Code and Structural Specialty Codes, and to perform inspections pursuant to approved building plans in the areas of structural, mechanical, plumbing, electrical specialties, and fire/life safety; and

WHEREAS, Hood River County has adopted the Oregon State Building Code, and the various structural specialty codes that it includes; and

WHEREAS, Wasco County has adopted the Oregon State Building Code, and the various structural specialty codes that it includes; and

WHEREAS, Wasco County has the occasional need for supplemental building inspector services, plan review and inspector coverage; and

WHEREAS, Hood River County has the occasional need for supplemental building inspector services, plan review and inspector coverage ;

WHEREAS, each County has the need for more streamlined, consistent in-house cross training; and

WHEREAS, the parties desire to enter into an intergovernmental agreement whereby Hood River County and Wasco County provide supplemental building inspection and plan review services on an as-needed basis and share in-house training and cross training.

NOW, THEREFORE, based on the foregoing Recitals and in consideration of the promises and mutual benefits and advantages accruing to each, the Parties agree as follows:

1. Effective Date, Initial Term and Renewal. This Agreement shall be effective on August 1, 2021 (Effective Date) and shall have an initial term of 2 years (24 months) from the Effective Date. At the conclusion of the initial term, this Agreement shall automatically renew for successive 2-year (24-month) terms thereafter unless and until either party gives notice to the other party of its intent to terminate the Agreement. Notice of intent to terminate may be given at any time, and termination shall be effective 30 days after Notice of Intent to Terminate is delivered to the non-terminating party. Such notice shall be deemed delivered on the day it is placed in the US Mail and First Class Certified, return receipt requested. Termination under this section shall not affect any obligations or liability accrued prior to the effective date of termination.
2. Modification. This Agreement may be modified only by written instrument signed by authorized representatives of both parties.
3. Obligations of Hood River County. Hood River County shall perform the following:
 - a. Hood River County shall provide and make available its building inspector and its department staff, as needed and on a mutually agreed upon schedule, to perform building inspections, and plan review, in the areas of structural, mechanical, plumbing, electrical specialties and fire/life safety, subject to staff and resource availability.
 - b. Hood River County shall provide all necessary building inspection and plan review staff, administration labor and materials to fully perform the duties and shall maintain all necessary state licenses, certifications, and on-going professional and technical training for such personnel.
 - c. Hood River County shall provide and maintain for its building department employees' workers compensation insurance and any other contractually or legally required compensation and benefits.
 - d. Performance of the obligations set forth herein is conditioned upon compliance with the provisions of ORS 279B.220, 279B.230 and 279B.235, which are incorporated herein by this reference.
4. Obligations of Wasco County. Wasco County shall perform the following:
 - a. Wasco County shall provide and make available its building inspector and its department staff, as needed and on a mutually agreed upon schedule, to perform building inspections, and plan review, in the areas of structural, mechanical, plumbing, electrical specialties and fire/life safety, subject to staff and resource availability.

- b. Wasco County shall provide all necessary building inspection and plan review staff, administration labor and materials to fully perform the duties and shall maintain all necessary state licenses, certifications, and on-going professional and technical training for such personnel.
- c. Wasco County shall provide and maintain for its building department employees' workers compensation insurance and any other contractually or legally required compensation and benefits.
- d. Performance of the obligations set forth herein is conditioned upon compliance with the provisions of ORS 279B.220, 279B.230 and 279B.235, which are incorporated herein by this reference.

5. Operations. Within sixty (60) days of execution of this Agreement, the Parties shall collaborate to develop a mutually agreeable framework guiding day to day operations, which may be amended from time to time as agreed by all Parties in writing. The framework shall include, but not be limited to, training, staffing, staff meetings, succession planning, coverage, access to state and shared data, financial tracking, etc.

6. Accounting. Each County shall retain the fees collected for inspections performed in that County's jurisdiction regardless of which staff performs the inspection or review for the initial twelve (12) months ("Initial Period"). However, services performed pursuant to this Agreement ("Services") will be tracked as mutually agreed between the respective Building Department staff and evaluated at the expiration of the Initial Period. If at the end of the Initial Period a determination is made by either County that the Services are disproportionate, then a modification will be made to this Agreement as reasonably agreed by and between the parties and pursuant to Paragraph 2.

7. Compliance with Applicable Law. Each party shall comply with all applicable federal, state and local laws, and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or handicap. Wasco County and Hood River County shall not be responsible for filing any reports or other documentation and performing any tests required by any federal, state or local agency with jurisdiction over employment or the services provided under this Agreement when providing services for one another. Wasco County and Hood River County shall be responsible for compliance with any and all applicable statutory obligations and maintaining in good standing during the term of this Agreement any certifications or licenses for itself, its Building Department, and its personnel that are necessary for the operation of a building department.

8. Independent Contractor. Wasco County employees shall remain Wasco County employees while performing services for Hood River County under this Agreement and, during that time shall serve as independent contractors to Hood River County. Likewise, Hood River County employees shall remain Hood River County employees while performing services for Wasco County under this Agreement and during that time shall serve as independent contractors to Wasco County. Neither party nor its employees performing work under this Agreement is entitled to participate in a pension plan, insurance,

bonus, or similar benefits provided by the other party. Each party is solely responsible for claims of its employees for damages or injuries in connection with the services provided under this Agreement and with their employment or arising under workers' compensation law. All persons shall be subject exclusively to the standards of performance and disciplinary rules and other terms and conditions of their employer.

9. Indemnification. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, each party shall indemnify, hold harmless and defend the other, its officers, agents, and employees against all claims, demands, actions and suits (including all attorney's fees and costs) arising from the provision of services under this Agreement, except where the loss or claim is alleged to be attributable to the indemnifying party's negligent or intentional acts or omissions. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement. Neither party shall be liable for any damages of any sort arising solely from the termination of this Agreement or any part hereof in accordance with its terms.

10. Insurance. Each party shall maintain general liability insurance, or self-insurance in accordance with ORS 30.282, for the duration of this agreement, at levels necessary to protect against public body liability as specified in ORS 30.270. Each party shall also maintain workers compensation, unemployment and any other customary or contractual insurance or benefit for its employees who will provide independent contractor service to the other party under this Agreement.

11. Tort limits. This agreement is expressly subject to the tort limits and provisions of the Oregon Tort Claims Act (ORS 30.260 to 30.300) and funding for this Agreement is contingent on each party appropriating funds therefor.

12. Merger and Entire Agreement. This Agreement, and the recitals, constitute the entire agreement between the parties with regard to the matters addressed herein. No terms or representations not set forth in this Agreement shall be considered a part of or enforceable under this Agreement. Execution of this Agreement shall extinguish all prior agreements between the parties as to the subject matter addressed herein, or any part of this subject matter.

13. Statutory Intergovernmental Agreement and Authority. This Agreement is entered into by and between the parties as a statutory intergovernmental agreement pursuant to ORS 190.003 to 190.130. The individuals whose signatures appear below certify that each is fully authorized by their respective governing body to execute this Agreement on the party's behalf and to fully bind the party to its terms.

14. No Third Party Beneficiaries. This Agreement is strictly and solely between the parties signed below, and it shall not create any obligation on the part of either party to perform or pay anything to or on behalf of anyone not a party to this Agreement. This Agreement does not create any rights in favor of or for any person or entity that is not a party to this Agreement.

15. Dispute Resolution and Attorney Fees. Any dispute arising under this Agreement shall be resolved, first, through direct communication between Hood River County Administrator and Wasco County Administrative Officer, including any appropriate staff, then by mediation and then by binding

arbitration in Hood River County, Oregon under Oregon law. Each party shall be responsible for its own costs associated with dispute resolution and for one half of the cost of a mediator and/or arbitrator.

IT IS SO AGREED:

HOOD RIVER COUNTY:

WASCO COUNTY



MOTION

SUBJECT: Building Codes Services Agreement

I move to approve the IGA between Wasco County and Hood River County for Reciprocal Building Department Services.



AGENDA ITEM

Executive Session

[PURSUANT TO ORS 192.660\(2\)\(H\) CONSULTING WITH LEGAL COUNSEL](#)

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

Columbia Gorge Postpartum Support

2021 Foundation Grants

Columbia Gorge Postpartum Support

Ms. Beth Waters
1810 B Street
Hood River, OR 97031

beth@cgpostpartum.org
O: 541-444-0863

Ms. Beth Waters

1810 B Street
Hood River, OR 97031

beth@cgpostpartum.org
O: 541-645-3018

LOI Form

Basic Information

Organization Name*

Name of Organization

Columbia Gorge Postpartum Support

Organization Description*

Briefly describe the mission of your organization and the services offered. Limit response to 1-2 paragraphs.

Columbia Gorge Postpartum Support (CGPS) provides lactation care and postpartum doula support women and families located in the Columbia Gorge region. CGPS is staffed by three internationally board certified lactation consultants and two postpartum doulas to provide services to families in the 5 counties.

The mission of CGPS is to make the birthing and postpartum period less stressful for families. CGPS does this by working with women and families to identify needs, address barriers, and fill gaps. CGPS screens for postpartum mood disorders, makes referrals as appropriate, and follows up to ensure treatment took place. Postpartum health is often overlooked, yet is critical to improving maternal and child health outcomes. CGPS provides much needed services to vulnerable community members and its services are one of a kind in the community. They are creating opportunities to improve outcomes by building skills and helping families succeed in the postpartum period.

Population Served*

Indicate the population(s) and demographic segments that you typically serve (i.e. children and families, unhoused people, racial/ethnic background, insurance status, SES, etc.).

CGPS serves perinatal families and families with young children. CGPS services are open to anyone in the community needing access to lactation support or postpartum doula care. The majority of their referrals are for OHP members. We also staff bilingual/bicultural members of our care team to serve Spanish speaking clients.

Geographic Service Area(s)*

Please select the areas served by your organization.

OR - Central, Eastern, Columbia Gorge

Clients Served*

Approximately how many un-duplicated clients did you serve in the last year?

56

COVID-19 Screening

COVID-19 Screening: Type of Grant Request*

Is this grant request related to COVID-19?

No - Not Related to COVID-19

Community-based & Strategic Grant Request Information

Grant Priority Area*

Please select the funding priority area that most closely aligns with your request.

Health & Well-being

Grant Length*

Is this grant request a one-year or multi-year grant request?

Two-Year Grant

Grant Request Details

Total Amount Requested*

What is the total grant amount requested?

\$50,000.00

Multi-Year Request Details

If this is a multi-year grant request, please list the specific amount requested for each year and the total overall.

Example: 2021 = \$10,000; 2022 = \$5,000; TOTAL = \$15,000

Please Note: COVID-19 grant requests may only be for one-year.

2021=\$26,500. 2022= \$23,500. Total = 50,000

Type of Funding Requested*

What type of grant funding are you seeking?

Program Specific Funding

Grant Focus*

If awarded, how would grant funds be expended?

The Family Baby Association, a local breastfeeding collaborative, conducted a breastfeeding needs assessment in the Columbia River Gorge region. The needs assessment reached 191 women total in Hood River, Wasco, Sherman, Gilliam, and Wheeler counties. The survey helped shape the understanding of barriers women and families experienced related to breastfeeding and providing initial nutrition to their

infants. 52% of women who responded to the survey stated they stopped breastfeeding before they wanted to. Moms who stopped breastfeeding before they wanted to were more likely to encounter the following difficulties:

- Not enough milk supply
- Problems breastfeeding or pumping (such as latch issues or not knowing how to use a pump properly)
- Medical issues for mom (such as postpartum depression) or baby (
- Not knowing where to go for help

Increased breastfeeding support is needed to address difficulties and barriers moms encounter when breastfeeding or pumping. The needs assessment evaluation team recommended peer support and postpartum mental health should be prioritized. To address this recommendation, Columbia Gorge Postpartum Support is requesting funding to initiate their Breastfeeding Peer Counselor Program. CGPS has recruited 5 individuals with lived experience who will provide weekly breastfeeding peer support meetings to people in Hood River, Wasco, Sherman, Gilliam, and Wheeler counties. One counselor is bi-lingual/bi-cultural and will provide weekly support meetings to Spanish speaking families in Hood River and Wasco counties. Funding will support training and a weekly stipend for hosting peer support meetings. All counselors will receive their training through Lactation Education Resources, an organization that provides comprehensive online lactation consultant training for those who wish to become eligible for IBCLC certification. We will enroll all individuals in 8 hours of Basics of Lactation Management and 5 hours of Communication Skills for IBCLCs. Together, these classes will equip counselors to provide peer support and address any lactation or postpartum issues that arise.

Social networks are highly influential in decision making processes for women postpartum. Peer support represents a cost effective, individually tailored, culturally matched, and evidence based approach to promote and support breastfeeding for women of varying socioeconomic backgrounds. Peer Support programs are effective in increasing initiation and duration rates of breastfeeding women and providing an opportunity for women to create meaningful networks to support maternal and child development.

Grant Impact*

What is the anticipated impact of this grant? (i.e. number of clients served, effect on the organization or community, etc.)

Our goal is to reach 75 families in all 5 counties through this grant. By providing breastfeeding peer support to families in the Columbia River Gorge region, we hope to improve breastfeeding exclusivity and duration rates for families whose feeding goal is to breastfeed. Improving breastfeeding rates will also improve postpartum support and maternal and child health outcomes. There is an abundant amount of evidence that demonstrates the positive impact of breastfeeding for individuals, families, and communities alike on improving health outcomes. This work addresses postpartum mental health issues, which is the number one complication of childbirth, by providing women and families the opportunity to get support from someone who is from a similar sociocultural background. Social connectiveness is an important indicator in improving health outcomes, especially for those who feel isolated and lack the social networks. New parents often fall into that category of being isolated due to the demands infants and children require.

The overall anticipated impact of this grant is that our community normalizes breastfeeding as normal and optimal in improving health outcomes for families. We strive to create a community that supports and promotes breastfeeding and encourages families to create social connections that support feeding goals and address barriers or difficulties encountered.

Columbia Gorge Postpartum Support is the backbone agency for The Family Baby Association, a breastfeeding collaborative. This collaborative is supported by 12 local organizations, including 3 clinics, 3 health departments, and 2 hospitals. Our community partners are invested in promoting, protecting, and supporting families, while supporting the foundation and infrastructures of those that support breastfeeding in the community.

File Attachment Summary

Applicant File Uploads

No files were uploaded