



## AGENDA: REGULAR SESSION

WEDNESDAY, AUGUST 3, 2022

WASCO COUNTY BOARD OF COMMISSIONERS, 511 WASHINGTON ST. SUITE 302, THE DALLES or VIRTUALLY @

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

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

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

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

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

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

<b>9:00 a.m.</b>	<b>CALL TO ORDER</b> 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. <b>Corrections or Additions to the Agenda</b> <b>Discussion Items:</b> <a href="#">Tax Summary</a> ; <a href="#">Civic Auditorium Funding Request</a> ; <a href="#">Museum Appointment</a> ; <a href="#">MCCFL Financial Services Statement of Work</a> (Items of general Commission discussion, not otherwise listed on the Agenda) <b>Consent Agenda:</b> <a href="#">7.20.2022 Regular Session Minutes</a> (Items of a routine nature: minutes, documents, items previously discussed.) <b>Public Comment at the discretion of the Chair</b>
<b>9:30 a.m.</b>	<a href="#">SRS Funding Update</a> – Arthur Smith
<b>9:45 a.m.</b>	<a href="#">4 Rivers Early Learning Hub Letter of Agreement</a> – Debby Jones
<b>9:55 a.m.</b>	<a href="#">HB 4123 Mid-Columbia Community Action Council MOU</a> – Kenny LaPoint
<b>10:05 a.m.</b>	<a href="#">Columbia River Gorge Commission Climate Change Action Plan</a> – Krystyna Wolniakowski
<b>10:30 a.m.</b>	<a href="#">Executive Session</a> – Pursuant to ORS 192.660(2)(e) Real Property Transactions/Notice to Purchase Real Estate
	<b>COMMISSION CALL</b>
	<b>NEW/OLD BUSINESS</b>
	<b>ADJOURN</b>

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



**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
AUGUST 3, 2022**

**Room 302, Wasco County Courthouse**

This meeting was also 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:** Kathy Schwartz, Chair  
Steve Kramer, Vice-Chair  
Scott Hege, County Commissioner

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

Chair Schwartz opened the session at 9:00 a.m. Changes to the Agenda:

- Wildfire Update

**Discussion Item – Wildfire Update**

Emergency Manager Sheridan McClellan reported that the Miller Road fire has grown to 9,100 acres. The State Fire Marshall has taken control of the fire with Incident Command staged at the Wasco County Fairgrounds. The fire has jumped Hwy 216. Responding agencies include local fire districts, Oregon Department of Forestry, the Bureau of Land Management and US Fish and Wildlife. The evacuation areas remain the same as were announced yesterday afternoon.

Chair Schwartz asked if anyone is being housed in the emergency shelter. Mr. McClellan replied that a couple of people showed up but decided to go to a hotel.

**Discussion Item – Tax Summary**

Wasco County Assessor and Tax Collector Jill Amery reviewed the report included in the Board packet, saying that all the numbers are up – it is a healthy year. She noted that property values have increased and new construction has occurred.

**Discussion Item – Civic Auditorium Funding Request**

Steve Lawrence, President of the Civic Auditorium Historic Preservation Committee, said that the Civic Auditorium is 100 years old; they will be holding a

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celebration November 12<sup>th</sup> and 13<sup>th</sup>. The Civic was constructed and dedicated to the veterans of World War I and later to all veterans.

Mr. Lawrence noted that this is the first time the Civic has come to the County for financial support. Funding has come through Urban Renewal, grants and donations. The Auditorium had to close due to the pandemic; during that time, funding from lottery dollars, private donations and reserves were applied to complete interior and exterior renovations. He said that the building has important historical value; since 1990, the Committee has worked diligently to raise the funds to save a building that was ready for destruction. The first day of celebration will include a banquet to celebrate the people who have worked to save the building. He said the Committee is looking for a donation of \$1,000 from the County to support the celebration.

Chair Schwartz thanked Mr. Lawrence for his dedication to this project, saying that she is excited to see the improvements. Mr. Lawrence announced that they will be dedicating the stage to Gerald Richmond.

Commissioner Hege asked about the Civic's previous ownership. Mr. Lawrence responded that it was a movie theater for a while; Park and Rec held tennis lessons there – a lot of damage was done through that activity. The Committee bought it from the City of The Dalles for \$1 and has been working ever since to save the building. More venues are being created in our area; the Civic Committee wants to be competitive and do more with the theater. The city built it for \$125,000. The building is unique in that it has a theater and a basketball court – two of the most powerful people in the community at the time were a coach and a theater director.

Chair Schwartz asked if the County has previously had a connection to the Civic Auditorium. Mr. Stone replied that he does not know but has heard rumor that the County owned it and leased it out or the County leased it and allowed its use by others.

Further discussion ensued and there was consensus to sponsor the celebration in acknowledgement of our volunteers.

**{{Vice-Chair Kramer moved to grant the request for a \$1,000 donation sponsoring the celebration of the Civic Auditorium's 100<sup>th</sup> birthday. Commissioner Hege seconded the motion which passed unanimously.}}**

<b>Discussion Item – Museum Commission Appointment</b>
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Ms. Clark reported that the Museum Commission has reviewed Paulette Brook's volunteer application and supports her appointment to the Commission. This will complete the Museum Commission's 7-member board.

**{{Vice-Chair Kramer moved to approve Order 22-033 appointing Paulette Brook to the Wasco County/The Dalles Museum Commission. Commissioner Hege seconded the motion which passed unanimously.}}**

**Discussion Item – MCCFL Financial Services Statement of Work**

Finance Director Mike Middleton said that he has been part of the Wasco County team assisting with the rebuilding of the Mid-Columbia Center for Living organization. It has been difficult to recruit a Financial Director; he has been filling that gap. This agreement, which falls under the Master Agreement for Information Services, will formalize the arrangement and allow us to get MCCFL set up in our Munis financial system. We will use a formula to charge them for part of the Munis maintenance fee. If, in the future, they want to set up their own separate Munis system, the transition will be smooth. Adding them to our Munis system will also include our employee portal and Tyler content management which will streamline their processes and put them on the path to success.

Mr. Middleton went on to say that if they can recruit a finance manager, that will reduce his load; if they can recruit a finance director, there will be a transition period. He said there is also a contingency plan for a circumstance in which they hire a finance director who does not work out. He concluded by saying that the MCCFL Finance Department has made a lot of progress since we started.

Commissioner Hege said he would be abstaining from the vote since he serves on the Board of both MCCFL and Wasco County.

**{{Vice-Chair Kramer moved to approve the Financial Services Statement of Work between Wasco County and Mid-Columbia Center for Living under the Wasco County Information Services Master Agreement. Commissioner Hege seconded the motion. Chair Schwartz voted yes; Vice-Chair Kramer voted yes; Commissioner Kramer abstained. Motion passed.}}**

**Consent Agenda – 7.20.2022 Minutes**

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

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

**Agenda Item – SRS Funding Update**

Public Works Director Arthur Smith reviewed the memo included in the Board Packet for the timber payment election process. He explained that when logging was curtailed under President Clinton, an agreement from 1908 which insured



that taxes that would have gone to schools and roads would be replaced went into effect. The process for distribution dictates that the funds would be applied in three tiers – Title I – Roads and schools; Title II - Special projects on federal lands; Title III – County wildfire protection projects, broadband access and emergency services.

Mr. Smith went on to say that there used to be a lot of flexibility for allocations to the 3 tiers; there are now maximums and minimums set for distribution. Wasco County falls into the Major Distribution category which dictates a distribution of a minimum/maximum Tier I distribution of 80%-85%; a minimum/maximum Tier II distribution of 13%-20%; and a minimum/maximum tier III distribution of 0%-7%. Counties can choose to take actual timber receipts or the SRS payment. The actual amount of timber receipts for Wasco County would be approximately \$100,000 whereas the SRS payment to make us whole will be approximately \$900,000 so we always elect to take the payment.

Commissioner Hege commented that some Oregon counties had benefitted from millions of dollars of timber receipts and therefore had very low tax rates. The loss of the timber receipts was devastating for them.

Mr. Smith said that we have until September 30<sup>th</sup> to make the election for our distribution and send it to the State. The majority of counties go with 85% distribution for Title I and then vary on the Title II and III distributions. He said that he does not know what projects might occur for Title II funding. His recommendation would be to allocate 85% to Title I.

Vice-Chair Kramer expressed some frustration that our federal delegation is going after more recreation area and limiting our funding for search and rescue to take care of the public using those areas.

Commissioner Hege said he would support 85% to Title I which would leave us 2% for Tier III.

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

Vice-Chair Kramer said there is a Forest Collaborative meeting tomorrow at which they will discuss a number of local applications for the funding such as insect control, upkeep and modification of road systems.

**Agenda Item – 4 Rivers Early Learning Hub Letter of Agreement**

Prevention Coordinator Debby Jones said they had an opportunity to apply for a grant to run Parent Cafés in Wasco County. This program is not yet evidence based but the local Hub wants to pursue the program.

Chair Schwartz asked Ms. Jones to explain what an Early Learning Hub is. Ms. Jones replied that in the past, Oregon had a system of Commissions on Children and Families – one in each county throughout the state. That system was sunsetted in 2012 and replaced by a regional system of Early Learning Hubs targeting children aged 0-5. This system provides us with a more connected and focused 5-county region which is managed by the Educational Service District. She explained that she serves as Wasco County's representative on the Board. The Hub's Administrator is on long-term medical leave and they have recently appointed Shira Skybinskyy as the Interim Director. The organization is focused on providing the best start in life for our kids.

Chair Schwartz asked if the Parent Café is focused on children aged 0-5. Ms. Jones said that is the starting point but it does not have to stay that way. It is structured to facilitate discussions and address questions that parents are facing within their families. It is also useful for educators and child care providers. We will be offering it in English and Spanish and already have trained facilitators ready to host the Cafés. The facilitators will be paid; the grant will sustain the program for a year.

Chair Schwartz commented that this is important work that she is happy to see moving forward.

**{{{Commissioner Hege moved to approve the Letter of Agreement between Wasco County through their Youth Think Program and the Columbia Gorge Education Service District through the Four Rivers Early Learning Hub for the provision of parenting education and support programs. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

Ms. Jones introduced Anna Jasso who is the new Prevention Assistant. She said they have not yet determined where her working space will be.

Ms. Jones went on to say that she had a great conversation with the Planning Director and The Dalles City Manager regarding the upcoming psilocybin actions. Both are looking for recommendations from YouthThink. YouthThink

supports opting out of the service facilities and will be submitting a white paper.

Mr. Stone said that part of the shuffling of the deck to make space for staff could be to put the Commissioner's offices in the building on Court Street formerly occupied by the Oregon Youth Authority. Not only do we not have space in the Harding House for Ms. Jasso, Information Services has one staff member isolated in the basement of the Courthouse. The Board expressed a willingness to explore that option.

<b>Agenda Item – HB 4123 MOU</b>
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Mid-Columbia Community Action Council Executive Director Kenny LaPoint said that a collaborative has been formed for the coordination of homeless services through the pilot program supported by HB 4123. MCCAC has already received the \$1 million in funding, set up the office and appointed Kelli Horvath as Director of the program. She was previously MCCAC's housing programs manager. Part of the program requirement is to enter into an agreement with the participating entities. He said he is here today to answer questions and get approval of the Memorandum of Understanding.

Vice-Chair Kramer asked if legal has reviewed the MOU. County Counsel Kristen Campbell said she had a conflict but Chris Crean reviewed the agreement and submitted comments each of which were incorporated in this final version of the MOU.

Vice-Chair Kramer noted that it is a 5-year obligation and asked if he can commit a future Board to that. Ms. Campbell replied that this is not committing funds, just support.

Vice-Chair Kramer said he wants to make sure that it is clear that this is not a financial commitment. Mr. LaPoint said that this agreement represents a good faith effort to pursue the goals in the Strategic Plan that is being developed. MCCAC is ahead of schedule as they had already begun work on a strategic plan at the end of last year through another funding source. When finalized, it will go to the advisory board; the plan will include a funding strategy. The \$1 million will help and the City and County have already contributed toward the Navigation Center. Part of the effort will be to hire a resource development coordinator to pursue grants and funding.

**{{{Commissioner Hege moved to approve the Memorandum of Understanding between Mid-Columbia Community Action Council, Wasco,**

**Sherman and Hood River Counties, and the Cities of The Dalles and Hood River for the implementation of House Bill 4123 General Fund Grant to establish a coordinated homeless response system. Vice-Chair Kramer seconded the motion which passed unanimously.}}**

**Agenda Item – CRGC Climate Change Action Plan (C-CAP)**

Columbia River Gorge Commission Vital Sign Indicators Planner Lisa Naas Cook said that they are grateful for this opportunity to present the plan which is still a work in progress. She said they have heard from Wasco County Planning Director Kelly Howsley-Glover over the last couple of months and are making improvements and refinements to the plan based on that feedback. Revisions will continue throughout the public comment period.

Columbia River Gorge Commission Natural Resources and Land Use Planner Jessica Olson reviewed an abbreviated presentation from that found in the Board Packet.

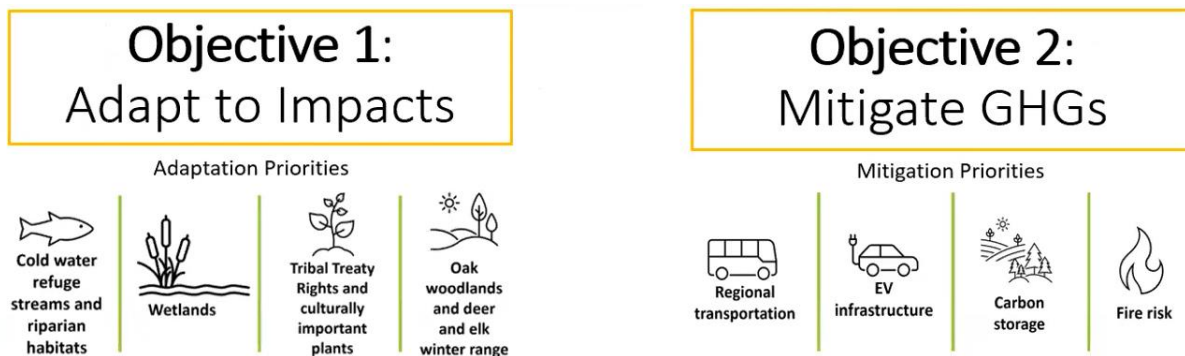
Ms. Olson reviewed the connection between the Management Plan and Climate Action Plan. The newly adopted Management Plan already contains some provisions to address climate change such as extending the buffers for cold water refuge streams from 100 feet to 200 feet. The Action Plan is something that the Management Plan calls for and it has multiple components such as improving implementation of the existing Management Plan by working with the counties to insure that the plan is implemented consistently and well. It also serves to support policy development for future Management Plan revisions that would improve climate change mitigation. Those policies would then go through a public process in the adoption or amending of a new Management Plan in a few years. Working through the Climate Change Plan is an early opportunity for robust discussion and full analysis to support sound decisions on future policy. Partnerships are key throughout this process and are part of the plan.

Ms. Naas Cook commented that it is important to remember that the Climate Change Action Plan is a non-regulatory document.

Ms. Olson continued by explaining that they already have a complementary program; the Vital Sign Indicators Program's purpose is to monitor the health of the National Scenic Area and assess how well we are protecting National Scenic Area (NSA) resources. Ms. Naas Cook said that the program is in its developmental stage and they are working on the connection between the Climate Change Action Plan (C-CAP) and the Vital Signs Indicators (VSI)

Program. The heart of the VSI Program is to look at how well we are protecting NSA resources in the long term for both the Gorge Commission and the Forest Service. There are a number of indicators that have been approved in draft form by the Gorge Commission. One of those indicators is looking at stream temperatures in the cold water streams that provide cold water for migrating fish.

Ms. Olson reviewed the objectives of the C-CAP.



She explained that these are not the only things that are being considered, but they have been identified as priorities for which they will develop goals, strategies and priority actions. Some of the work that has already been done is in conjunction with the Forest Service; they hope to cultivate many collaborative relationships to achieve common goals.

Ms. Olson explained some of the priorities in more detail starting with the Cold Water Refuge Streams and Riparian Habitats goal of summertime water temperature on NSA cold water streams meeting or trending towards standards for salmon and steelhead spawning by 2040. Some of the actions could be to reduce cost/time for enhancement permits, consider requirements that enhance riparian shading along streams and to consider increasing stream buffers for new development. The gorge is home to 10 of 12 of the most important cold water refuge streams in the lower Columbia.

Columbia River Gorge National Scenic Area: Cold Water Refuge Streams



Chair Schwartz noted that the only stream in Wasco County is the Deschutes River. Ms. Olson confirmed that it is the only one in terms of cold water refuge streams. Ms. Naas Cook said that the EPA has identified 15 Mile as having potential with sufficient restoration. However, in terms of primary cold water streams, the Deschutes is the only one in Wasco County and is also a little bit warmer than the others.

Ms. Olson went on to the next goal of fire risk with the goal of combined efforts on public and private lands in the NSA resulting in at least 2,200 acres of fuels reduction treatment by 2025 and that the NSA is home to at least 6 Fire Adapted Communities by 2030. Actions that could be taken to achieve these goals include accelerating forest health treatments and improve outcomes of forest practices, work with counties and others to evaluate Fire Protection Policies, supporting partners coming to agreement on forest closure criteria and procedures and actively participating in the Fire Adapted Communities Learning Network, bringing relevant resources to local partners.

Ms. Naas Cook noted that a lot of funding has come into the area through the Forest Service which has really ramped up their fuel reduction work. She said that not all of the Forest Collaboratives are aware of the active, prescribed program in the Scenic Area. The Gorge Commission is trying to support and amplify the work being done by the Forest Service.

Vice-Chair Kramer explained that the wildfire risk maps are in their infancy. There is a lot of work to be done – many people around the state are filing appeals which the Committee is encouraging because this is not a one-size-fits-all solution. There is still a lot of work.

Ms. Naas Cook agreed, saying that they will be bringing it to an upcoming Planners meeting for discussion.

Ms. Olson said that the 3<sup>rd</sup> goal she wanted to highlight is the Oak Woodlands. The Action Plan Goal is that critical corridors for oak woodlands and winter range connectivity are mapped and policy options are provided to the Commission by 2025 with no net loss of oak woodland acres or function in the NSA by 2030. Some of the actions that would support that goal is to encourage oak enhancement projects, develop policy options to protect high quality oak habitats and increase effectiveness of mitigation requirements. She said there will definitely be changes from the draft plan as they have received a lot of great feedback on this goal.

Ms. Olson said that oaks are already protected in the Management Plan as a critical habitat with wildlife value. They are also predicted to be one of the more resilient habitat types in the changing climate for their fire resistance and drought tolerance. East Cascades Oak Partnership is producing a significant amount of information as to the condition and types of oak stands and habitats that we have in the Gorge which will help guide decision-making. The CRGC Management Plan already requires mitigation for the loss of oak habitat; the information being gathered will help to make sure the mitigation requirements are meaningful and make good sense. Potentially, off-site mitigation may be offered if it makes sense.

Ms. Naas Cook added that the East Cascade Oak Partnership just received \$7.5 million. One of the main areas where they will be able to do restoration work is in Wasco County. She said that the oaks are a protected habitat. Sometimes when people see many oaks in an area, they wonder why they are seen as at-risk. On both sides of the river, they are in the areas with the highest potential for development. We want to be able to protect what is there and be able to support mitigation efforts.

Ms. Olson reviewed the structure of the Climate Change Action Plan, saying that there will be additional appendices to provide more clarifying detail. She also explained how to provide comment and outlined the meeting schedule. She also reviewed the partners they worked with in developing the plan, saying that the list is growing.

Chair Schwartz asked if public comment will be taken at their September meeting. Ms. Olson responded affirmatively. Ms. Naas Cook added that the

public has also had opportunities to make comments at the Commission's June and July meetings.

Commissioner Hege asked Ms. Howsley-Glover to provide her perspective on the Plan, the discussions and any changes that have been made. Ms. Howsley-Glover said that she had a phone call with Ms. Naas Cook and Ms. Olson regarding the concerns expressed in her June 13<sup>th</sup> comment letter submitted to the Gorge Commission. They were able to follow up related to recreation concerns. She said she facilitated a conversation last week with agricultural and wildlife experts, CRGC staff and a CRGC Commissioner to talk about the policy recommendations related to limiting new cultivation and offered some alternative recommendations that might be more beneficial in preserving oak habitat. Because there is not a publicly available revised draft of the C-CAP, she will be submitting an additional comment ahead of the August 9<sup>th</sup> deadline that summarizes some of the modifications that Ms. Naas Cook and Ms. Olson have indicated will be made based on the June 13<sup>th</sup> letter. The letter will also summarize the conversation and feedback from the subject matter experts related to agriculture so that the Gorge Commissioners are aware of that conversation. It will also summarize any additional information she has about recreation; some additional information about the UBG/UGA expansion criteria related to greenhouse gas emissions and some of the additional criteria. She said that because there is not a publicly available draft for her to review, she is operating under the premise that she still needs to put those items on record for the benefit of the Gorge Commission; however, Ms. Naas Cook and Ms. Olson have been very collaborative, forthcoming and responsive to questions. In that light, she hopes that her letter will offer additional clarity and is really just a supplement to the June 13<sup>th</sup> letter.

Commissioner Hege asked for background on the proposal of eliminating new cultivation. Ms. Olson responded that something they discovered in the very constructive conversations they have had with Ms. Howsley-Glover and the subject matter experts is that the language is being interpreted differently than what they had intended. The language is intended to limit but not prohibit new cultivation in the agricultural lands. Something they already do with landowners in the development review process is to work with them to address any resource concerns that the CRGC manages for. At times that has led them to come to a decision with the landowner that adjusts their original proposal for how much agriculture they want to do or the configuration of a particular field or the exact design of their development. Those are things that commonly come before them in the review process. The intention of the language in the C-CAP was to



consider potentially different strategies to clarify and improve consistency in how they approach requests for brand new agricultural uses in lands that allow that. That meant developing multiple, different options for the Commission to consider. She said that they have learned that the current language is problematic and they can adjust that to clarify that what they are talking about is addressing brand new development that would impact oak trees and oak woodlands as a priority habitat. That is something that is already foundational in the Management Plan but this articulates that there may be more we need to do in the face of climate change to ensure that the oak habitat isn't degraded over time through the potential for future development that we already see.

Commissioner Hege said he has been around for a while and one thing that always concerns him is that the amount of habitat that is in the NSA is actually comparatively small, so the idea that we can take action on this small section and effect change is probably not realistic. He referenced the actions that were proposed to improve air quality in the Gorge; when the studies were done, it turned out that most of the issues were from air coming into the Gorge rather than problems sourced in the Gorge. Therefore, actions taken in the Gorge were likely to have minimal impact on the quality of air in the Gorge. To a certain extent the same thing applies here. It is not bad to take action but we need to understand that it is unrealistic to expect tightening everything down in the Scenic Area to effect change is the solution– it needs to be on a larger scale and broader area. For example, there is only a small part of the Deschutes that is in the Scenic Area; the issues there cannot be solved by regulating that small segment of the river. He said that he is not saying we should not do anything, just that we need to look at it more broadly.

Ms. Naas Cook said they keep that in mind as they think about what is within their scope of authority and realizing there are a lot of external factors driving climate change. That is the line they walk particularly in the C-CAP which has a focus on partnerships. She said they recognize that they have a small piece but want to play a role by convening and coordinating efforts across multiple agencies. That is what they hope to do as a regional planning organization.

Mr. Stone asked how they accomplish that when the water temperature is outside of the NSA. Ms. Naas Cook replied that there are multiple things going on. There is already monitoring happening on both sides of the river; multiple entities are monitoring water temperature. What is newest in this effort is the focus on the confluence of where the tributaries are coming into the Columbia River and the pockets of cold water where the migrating fish are escaping the warm waters of

the Columbia River. She said what they are proposing, in working with the EPA and others, is actually monitoring those refuge areas as well as other areas upriver that impact the temperatures. There is a lot of work being done but it is disjointed and not being done in a comprehensive way at those confluence sites. Mr. Stone said that his concern is that we will use the local temperature data to regulate locally when the cause of the warmer temperatures is not local.

Ms. Naas Cook said that their goals in this plan for temperatures are really geared to what is in the TMDL for the Snake and Columbia Rivers. They have set their own targets and the CRGC wants to support that. They are currently not looking at changing policy; it is an aspirational goal.

Ms. Olson added that one of the reasons they are developing the C-CAP is to provide a helpful guide to anyone who is interested in working on climate change. Their hope is that the reach of this plan is broader than just the Columbia River Gorge Commission – that is why it is so important that they are hearing from others as the plan is developed.

Chair Schwartz thanked the Commission for doing this work; it really is a resource for the communities where the scenic area is in their backyard. She noted that we have recently formed a City/County Climate Action Committee and they are looking at this document as a resource. She said that she has read the entire plan and gotten a private tutorial with Ms. Naas Cook and Ms. Olson. She said she also read the transcription of the meeting that happened with our Planning Director, the subject matter experts and CRGC staff. She said it seems to come down to semantics that led people to believe that the CRGC was limiting cultivation. Hopefully, the revised plan will have new language that better explains the intent.

Chair Schwartz said that another thing that came up for her is that they are a small staff; over and over the Plan highlights all the different agencies they plan to work with to help accomplish these goals. That is impressive and that is what it will take to actually meet any of the goals.

Chair Schwartz said that there is a proposed comment letter in the Board Packet. She asked if it is the same letter Ms. Howsley-Glover submitted to the Board in July. Ms. Howsley-Glover replied that it has been revised. She said that it would likely take the Board the entire time left to try to come to a consensus on the letter. She said that there is a lot in the letter that she disagrees with outside of the first paragraph. She said she is not interested in signing off on this letter

today.

Mr. Stone asked if the Board is going to consider it or ask for a Special Session. Chair Schwartz indicated that she was not going to do either.

Vice-Chair Kramer said that the Chair does not speak for the entire Board. Chair Schwartz said that the other Commissioners are free to sign and send their own letter. She said it would take a long time for them to come to consensus on a single letter from the Board especially on the issues that are in the letter; it may not be worth the time. Each Commissioner is free to submit a letter on their own.

Commissioner Hege said he was having technical difficulties and although he saw that the letter was there, he did not see the letter and has read it only now. He said he would like the time to look at it more carefully. He said he wants to at least raise our hand and submit a comment.

Ms. Clark said that if either or both of the other Commissioners want to send a letter on their own, they can communicate that to her and she can apply signatures and send the letters.

Vice-Chair Kramer said there is also potential for Board action here. He said he agrees with the progress and the need to move forward. He pointed out that we signed an MOU with the Gorge Commission and it took our challenging the MOU to move forward with it. He said that he is not finding that we are working together. In his mind, he is not seeing collaborative efforts. He asked where the economy is placed in all of this – we aren't talking about any of that. We are talking about removing agriculture and Wasco County is 95-98% agriculture. If we can't have that for our citizens, then we need to go back to the drawing board. He said that he is pleased that we are starting to work on the climate change issues but he has real concerns. The CRGC is appointed and takes direction from no one. When we raise issues, we get emotional about protecting the scenic gorge and forget about protecting the people.

Commissioner Hege said one thing he would like to do is take some time to review the proposed letter. He said whether we have a special session or decide to send individual letters, he would hope to do something. He said that it is important and part of participating is to make comments. He said whether we agree on everything or not, we can look at this as a starting point. He said from the little that he has read, there is some good content in the letter.

Mr. Stone said that this letter is the staff's perspective and can be sent as staff. He said what he has heard from the Board is a "no", a "yes" and a "maybe." Commissioner Hege said he definitely thinks we should submit something; it is important that we participate in a formal way – that is an important component of what we do.

Mr. Stone asked if we should schedule a brief special session to accommodate that conversation. Commissioner Hege said that would be okay and what he will do is review the letter and at least provide some comments to Mr. Stone on how he might like to see it.

Chair Schwartz said she would have to think about that; she is not sure that the Board will be able to come to a consensus and she does not know that she wants to spend the time in a special session. She says that she is not totally in agreement with that. She restated that the only paragraph that she agrees with is the first one. She said she has many concerns with all the other paragraphs. She said if we want to send a letter with just the first paragraph, she would agree to that.

Vice-Chair Kramer said that he wants to request a special session to deal with this.

CRGC Executive Director Krystyna Wolniakowski thanked the Board for the discussion today. She said that the session today and the questions raised were really important. She wants to emphasize that Ms. Olson, Ms. Naas Cook, Ms. Howsley-Glover and many of the people involved in the most recent session really hammered out a lot of the language. She feels that there is a deeper understanding of the power of language. She said that Ms. Olson was trying to explain that the language was not intended to indicate that they wanted to stop agriculture in Wasco County. She said it is her understanding that Ms. Howsley-Glover will have a letter to submit August 9<sup>th</sup> that really reflects some of the notes from all the different meetings and that those suggestions will be taken under consideration. She said this is a learning process for them as well and as indicated by Ms. Howsley-Glover, Ms. Naas Cook and Ms. Olson have been very collaborative. She stated that they want this plan to be useful to the whole scenic area and they understand that it is limited in its scope because of our geography. They want it to be helpful and it weaves together aspects of many other plans. They are really taking this plan as an opportunity to have a collaborative effort moving forward, not only with Wasco County but with the other counties as well. They know this is an urgent issue that affects all of us. She said that if there is an

opportunity before August 9<sup>th</sup> or even after, to really look at what the sticking points are that are in the letter and what is it that they need to be more aware of, they really welcome those comments. They are open to how to make the plan better and more effective and more relevant to their work in the Scenic Area. She said they are available any time to talk and address the concerns.

Chair Schwartz called a recess at 11 a.m.

The Session reconvened at 11:06 a.m.

#### Agenda Item – Executive Session

At 11:06 a.m. Chair Schwartz opened an Executive Session pursuant to ORS 192.660(2)(e) for Real Property Transactions. She explained the process for the Executive Session and cautioned the media to not report on anything discussed in Executive Session except for the general topic as already announced.

The Regular Session reconvened at 12:05 p.m.

#### Commission Call

Commissioner Hege reported on his recent trip to attend the NACo conference in Adams County, Colorado. He said that he spent some time with AOC staff and got to know a lot of the Oregon contingency that he had not gotten to know previously. He said that our connection with NACo has been very important and NACo is gracious and collaborative in hosting and supporting the attendees. He said that the programs were amazing. One was just about counties and what they do; it was great. Another was with Eugene Sperling who is a Senior Advisor to the President of the United States. He was proud to have advocated for counties to get federal funds directly rather than going through the states. Mr. Sperling cautioned that we need to be responsible about spending so that the arrangement can continue. Dr. Sanjay Gupta spoke as well as Mick Ebeling from Not Possible Labs. Mr. Ebeling's philosophy is that helping one person always leads to helping many more. Heather McGhee, author of The Sum of Us, talked about our fractured nation and how we can come together.

Commissioner Hege said that in addition to all the speakers and programs, there was a big trade show where he was able to talk to some of the vendors we use such as Zen City. He also was able to talk to people from Meta, the parent company for Facebook and Instagram; they want to help government learn how to best use their products. Pet Data takes on the process for pet licensing and will be rolling out their service in Jefferson County; if it works there, it may be a

solution for Home At Last. He also met a man who works for a large soft drink company as a government liaison. He said that he told the man that we have been trying to get a bottling center here but that company did not want to do that. The man was surprised, saying that that position is against company policy; hopefully, some action will result from the conversation.

Vice-Chair Kramer said that he recently attended an AOC District Chair meeting where they reviewed hot topics for the upcoming District meetings. He said that there are some issues that are unique to Wasco and Hood River Counties and there may be a break out session to discuss those. There is a list of topics that needs to be reduced to 3-5 items. He asked for input on what those should be.

He said he is talking to Representative Smith next week along with Jessica Metta and a Commissioner from Hood River County. They are going to talk about the potential for having an economic development district that we can utilize for recreation and tourism as the main focus to provide more housing. It is modeled after the Eastern Oregon Border bill to try to keep Oregon businesses and people in Oregon rather than having them move to Idaho. That is working well. There are 7 recreational counties in the state according to the USDA. Representative Smith said he would be happy to have that conversation and support legislation only if Wasco County were included.

Chair Schwartz said that she would like to see housing be on the list of hot topics as well as the wildfire risk management map. She said that the map is just a broad paintbrush that is not helpful. Vice-Chair Kramer explained that it was intentionally provocative in order to motive response and appeal for a more robust discussion and relevant feedback.

Chair Schwartz asked about the urgent request that came in from Representative Smith. Vice-Chair Kramer said that the Speaker has added more available money and Representative Smith is fighting to direct some of that to our community. He said he suggested the ball field and broadband among other items. Representative Smith is also trying to get funding for the fair. Commissioner Hege said that he also sent him suggestions for the Port regarding employment land.

Discussion ensued regarding the scheduling of a special session. It was determined to hold the session at 10:00 a.m. on Monday, August 8<sup>th</sup>.

Chair Schwartz adjourned the session at 12:37 p.m.

Summary of Actions

**MOTIONS**

- **To grant the request for a \$1,000 donation sponsoring the celebration of the Civic Auditorium's 100<sup>th</sup> birthday.**
- **To approve Order 22-033 appointing Paulette Brook to the Wasco County/The Dalles Museum Commission.**
- **To approve the Financial Services Statement of Work between Wasco County and Mid-Columbia Center for Living under the Wasco County Information Services Master Agreement.**
- **To approve the Financial Services Statement of Work between Wasco County and Mid-Columbia Center for Living under the Wasco County Information Services Master Agreement.**
- **To approve the Consent Agenda – 7.20.2022 Minutes.**
- **To allocate 85% of Wasco County SRS payment to Title I, 13% to Title II and 2% to Title III.**
- **To approve the Letter of Agreement between Wasco County through their Youth Think Program and the Columbia Gorge Education Service District through the Four Rivers Early Learning Hub for the provision of parenting education and support programs.**
- **To approve the Memorandum of Understanding between Mid-Columbia Community Action Council, Wasco, Sherman and Hood River Counties, and the Cities of The Dalles and Hood River for the implementation of House Bill 4123 General Fund Grant to establish a coordinated homeless response system.**


Wasco County  
Board of Commissioners



Kathleen B. Schwartz, Commission Chair



Steven D. Kramer, Vice-Chair



Scott C. Hege, County Commissioner



## DISCUSSION LIST

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[ANNUAL TAX SUMMARY](#) – Jill Amery

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[CIVIC AUDITORIUM REQUEST](#) – Steve Lawrence

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[MUSEUM APPOINTMENT](#) – Kathy Clark

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[MCCFL FINANCIAL SERVICES AGREEMENT](#) – Tyler Stone

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## DISCUSSION ITEM

### Annual Tax Summary

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[STAFF MEMO](#)

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[6.30.2022 SUMMARY](#)

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## MEMORANDUM

**SUBJECT: June 30 Summary of Property Tax Collection Report**

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**TO: BOARD OF COUNTY COMMISSIONERS**

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**FROM: JILL AMERY**

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**DATE: 7/25/2022**

### **BACKGROUND INFORMATION:**

Oregon Revised Statute 311.531 states that on or before August 1 of each year the tax collector shall file a copy of the Summary of Property Tax Collection with the Department of Revenue, the county court and the county clerk.

The 2021-22 tax year saw tax certification of \$1,184,647.79 over the prior year from \$41,932,645.69 to \$43,117,293.48.

Taxes collected were \$1,500,176.48 over last year. The current year tax collection percentage shows a slight increase from 97.772% for the 2020-21 season to 97.890% for the current year.

Respectfully

Jill Filla Amery

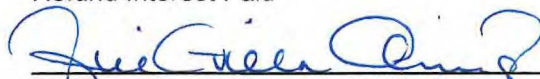
Assessor & Tax Collector for Wasco County

Summary of Property Tax Collections for Fiscal Year Ending:  
As of: 7/1/2022  
Tax Year: 2021-2022

6/30/2022

Wasco County  
Office of Assessment & Tax  
Contact Jill Amery 541 506-2512

	2021-2022	2020-2021	2019-2020	2018-2019	2017-2018	2016-2017	2015-2016	Prior Years	TOTAL
<b>Amount of Taxes Certified</b>									
Line 1 Total Amount Certified	43,117,293.48								
Line 2 Real Property	33,298,310.78								
Line 3 Personal Property	813,903.86								
Line 4 Public Utilities	4,775,052.56								
Line 5 Manufactured Structures	4,230,026.28								
Line 6 Total Amount Certified	43,117,293.48								
Line 7 Uncollected Beginning Balance		929,994.84	490,120.88	294,862.56	91,809.91	36,537.26	15,061.68	22,819.89	1,881,207.02
Line 8 Amount Added to Rolls	878.42								
Line 9 Total Line 6-8	43,118,171.90	929,994.84	490,120.88	294,862.56	91,809.91	36,537.26	15,061.68	22,819.89	44,999,378.92
Line 10 P/P Taxes Cancelled by Court	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Line 11 Real Property Foreclosures	2,248.67	2,173.64	2,259.77	2,223.81	2,146.53	2,102.83	1,108.91	0.00	14,264.16
Line 12 Other Correction, etc.	111,486.01	35,350.33	22,295.41	26,858.32	85.00	-738.41	-1,272.95	-5,158.26	188,905.45
Line 13 Total (non-Cash) Credits	113,734.68	37,523.97	24,555.18	29,082.13	2,231.53	1,364.42	-164.04	-5,158.26	203,169.61
Line 14 <b>Net Taxes for Collection</b>	43,004,437.22	892,470.87	465,565.70	265,780.43	89,578.38	35,172.84	15,225.72	27,978.15	44,796,209.31
Line 15 Discounts Allowed	1,139,603.00	-13,478.28	-13,204.07	-15,954.23	0.00	0.00	0.00	-1,190.12	1,095,776.30
Line 16 Total Taxes Collected	40,957,283.93	511,041.82	236,660.22	182,534.25	52,559.11	14,225.33	2,686.39	10,642.74	41,967,633.79
Line 17 <b>Total Remaining Taxes Uncollected</b>	907,550.29	394,907.33	242,109.55	99,200.41	37,019.27	20,947.51	12,539.33	18,525.53	1,732,799.22
Line 18 Percentage Collected	97.890%								
<b>Taxes Remaining Uncollected</b>									
Line 19 Real Property	694,247.54	280,059.83	156,549.06	52,244.23	19,675.33	8,563.89	3,818.15	0.00	1,215,158.03
Line 20 Personal Property	18,903.98	10,738.96	10,413.63	12,810.45	6,182.31	6,858.15	6,507.29	10,530.70	82,945.47
Line 21 Public Utilities	493.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	493.29
Line 22 Manufactured Structures	193,905.48	104,108.54	75,146.86	34,145.73	11,161.63	5,525.47	2,213.89	7,994.83	434,202.43
Line 23 Total Remaining Uncollected 6-30-2022	907,550.29	394,907.33	242,109.55	99,200.41	37,019.27	20,947.51	12,539.33	18,525.53	1,732,799.22
Line 24 Corrections to reflect Order on Appeal	-44,906.64	30,061.94	-135,379.10	-26,773.32	0.00	283.84	863.44	6,138.59	-169,711.25
Line 25 CATF Interest - Tier 1	10,660.26	19,674.03	21,200.11	24,921.20	8,518.56	2,531.87	307.10	1,801.13	89,614.26
Line 26 CATF Interest - Tier 2	3,317.12	6,168.72	6,389.44	7,513.78	2,509.75	724.16	91.70	548.85	27,263.52
Line 27 Interest Distributed to Districts	22,538.89	41,575.73	46,368.95	54,541.14	19,738.42	6,931.08	844.33	4,022.13	196,560.67
Line 28 Refund Interest Paid	6,739.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,739.19



I, Jill Filla Amery, Assessor & Tax Collector for Wasco County, certify that these tables are a correct summary of transactions for fiscal year ending June 30, 2022  
Signed this 25th day of July 2022



## DISCUSSION ITEM

### **Civic Auditorium Funding Request**

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

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## DISCUSSION ITEM

### Museum Commission Appointment

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[STAFF MEMO](#)

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[PAULETTE BROOK APPLICATION](#)

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[ORDER 22-033 APPOINTING PAULETTE BROOKS TO MUSEUM  
COMMISSION](#)

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[MOTION LANGUAGE](#)

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## MEMORANDUM

**SUBJECT: Museum Commission Appointment**

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**TO: BOARD OF COUNTY COMMISSIONERS**

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**FROM: KATHY CLARK**

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**DATE: 7/25/2022**

### **BACKGROUND INFORMATION:**

At their July 12, 2022 meeting, the Wasco County/The Dalles Museum Commission voted to recommend Paulette Brooks' appointment to the Museum Commission.

**WASCO**  
C O U N T Y**INFORMATION AND QUALIFICATION FORM****FORT DALLES MUSEUM COMMISSION**VOLUNTEER POSITIONS  
WASCO COUNTY, OREGON**BACKGROUND**

The Ft. Dalles Museum, a department of Wasco County, is a vital economic and cultural asset in our community and is the oldest historical museum in the State of Oregon. Run by Wasco County and the City of The Dalles, the joint Commission is made up of seven members; four members are appointed by Wasco County and three are appointed by the City of The Dalles for three-year terms. The Commission meets once each month; members are encouraged to volunteer for ongoing projects.

**APPLICATION**

Provide personal qualifications for this specific volunteer position.  
Supplementary information may be attached. Do not provide confidential information.

Name: Eva Paulette BrookAddress: [REDACTED] Mosier, OR. 97040Phone (home) [REDACTED] Phone (work) NA

E-mail address:

[REDACTED]

Signature: \_\_\_\_\_

Date: 07/06/2022 Number of years as a Wasco County resident: 41

Your objectives/goals? Desired contributions and accomplishments?

Fort Dalles Museum is a unique, inspirational, educational institution in The Dalles, and I want to be part of helping to strengthen it and shape its future. The Fort offers a glimpse into the formative years of our state and as a commission member, I want to help provide direction in creating programs and events that expand on what we already offer and enhance what is available now to educate our community and

visitors more fully to the important role it played in Oregon history. I bring museum/collections experience to the commission that is not currently represented. I am a currently a volunteer at Fort Dalles, but I formerly worked at the Leila Old History Costume Collection at the University of Idaho.



Education (school, college, training, apprenticeships, degrees, etc.)

Ph.D.—University of Idaho—History Date(s): In Progress

MS—University of Idaho—Family and Consumer Science Date(s):

MTE—Eastern Oregon University—Education Date(s):

BS—Portland State University--History Date(s):

AA—Mt. Hood Community College Date(s):

Experience (work, volunteering, leadership roles, achievements etc.)

Education—Teacher of History—K12 and University Date(s): Current since 2005

Business Owner—The Whole Ball of Yarn Date(s): 2009-2015

Fort Dalles Volunteer—Archival and Curatorship Date(s): 2020-present

Leila Old Historic Costume Collection—U of I Date(s): 2018-2021

General Comments/Additional Relevant Information

I bring a passion for history, education, and work experience to the commission. I derive great joy and inspiration from volunteering at Fort Dalles and believe I would be an asset to the Museum Commission.

Send completed form to:

Wasco County  
511 Washington Street, Suite 101  
The Dalles OR 97058  
(541) 506-2520  
(541) 506-2551 (fax)



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF PAULETTE BROOK TO THE WASCO COUNTY/DALLES MUSEUM COMMISSION

**ORDER #22-033**

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 being present; and

IT APPEARING TO THE BOARD: That a vacancy exists on the Wasco County/The Dalles Museum Commission; and

IT FURTHER APPEARING TO THE BOARD: That Paulette Brook is willing and is qualified to be appointed to the Wasco County/The Dalles Museum Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Paulette Brook be and is hereby appointed to the Wasco County/The Dalles Museum Commission; said term to expire on December 31, 2024.

DATED this 3<sup>rd</sup> day of August, 2022.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Kristen Campbell, County Counsel

\_\_\_\_\_  
Kathleen B. Schwartz, Commission Chair

\_\_\_\_\_  
Steven D. Kramer, Vice-Chair

\_\_\_\_\_  
Scott C. Hege, County Commissioner



## **MOTION**

**SUBJECT:** Museum Appointment

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I move to approve Order 22-033 appointing Paulette Brook to the Wasco County/The Dalles Museum Commission.



## DISCUSSION ITEM

### MCCFL Financial Services Statement of Work

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[STATEMENT OF WORK](#)

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[MOTION LANGUAGE](#)

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## Wasco County Financial Services Statement of Work

This Statement of Work (this “Agreement”, “SOW”) is under the Wasco County Information Services Master Agreement and is between Wasco County Finance Department, a division of Wasco County, (“us”, “our”, “we” or “WCF”), and you, Mid-Columbia Center for Living, the entity who signs this document in the signature block below, electronically or otherwise (“you”, “your”, “MCCFL”, “CFL” or “Client”). This Agreement is effective as of the latest date of the signatures of the parties below (“Effective Date”).

- 1) SCOPE OF SERVICES; SCOPE OF WORK (SOW). This Agreement is to provide MCCFL with access to the Financial and related software utilized by WCF and continued financial support. This will cover implementation, ongoing assistance, guidance, training, upgrades and termination of the SOW.
- 2) GENERAL REQUIREMENTS
  - a. System. For the purposes of this Agreement, “System” refers to all packaged software utilized by WCF for processing and analyzing organizational financial data. This is an evolving platform and additional software may be added, upgraded and/or changed. The System is hosted by the provider and is a “Software as a Service” (SaaS) system. The system is several integrated software systems used to meet the financial recording and reporting requirements of WCF and MCCFL.
  - b. Software Requirements. The System may require specific other software to properly use and access. MCCFL agrees to meet the minimum software and hardware requirements for all the system components to be operational. MCCFL is expected to utilize the necessary software and if not, WCF is not responsible for difficulties in accessing the system, erroneous and/or lost data. Currently, the required software packages are:
    - Active Directory Federation Services (ADFS)
    - Google Chrome
  - c. Hardware Requirements. Systems must be able to run the required software program. As time passes, the requirements of the system will increase and MCCFL is responsible for ensuring MCCFL computers have sufficient capacity to utilize the system.
  - d. Maintenance & Updates. The System will have periodic maintenance and updates. These will be timed to cause minimal disruption. As the System is the same System utilized by WCF, both parties will be equally impacted. WCF will share all planned maintenance & updates with MCCFL as soon as aware and ensure timely training is provided for new/changed features as needed.
  - e. Third Party Support. If in WCF’s discretion a hardware or software issue requires vendor or Original Equipment Manufacturer (OEM) support, we may contact the vendor or OEM (as applicable) on your behalf. As this is a share services model, depending on the nature of the problem, cost to be paid based on which organization caused the issue or had the problem. There will not always be a cost, as support for the system is provided by the software vendor.
  - f. Prioritization. WCF will prioritize the System functioning. As this is a shared services, model, the system being down also impacted. Processing of normal system functions – such as AP, AR, Journal Entries, Reporting, Budget creation & entries, Inquiries, and meeting auditor requests – are is the responsibility of MCCFL.
  - g. Training. MCCFL will send staff (at least 1 staff member) to the annual training conference put on by the vendor providing the System. This can be waived at the discretion of the WCF Finance Director.
- 3) FEES & PAYMENT. MCCFL agrees to pay the fees described in Addendum #2. The fees will be for System maintenance, billable time by WCF staff and any costs taken on for or to be shared with MCCFL.
  - a. System maintenance – the annual maintenance fee associated with the System.

- b. Billable time – in some instances, WCF staff may be requested to provide coverage/processing assistance
  - c. Costs – the System may require the purchase of certain items/services. These costs, if paid by WCF, will be due to be reimbursed by MCCFL
  - d. Nonpayment. See the Master Service Agreement.
- 4) ACCESS. Access to the System is maintained by WCF. This includes employee access, workflow, chart of accounts changes and project maintenance. This may be delegated to MCCFL staff after proper training at the discretion of WCF Finance Director.
- 5) CONTINUED FINANCIAL SUPPORT. WCF will provide continued financial support based on the fees schedule in Addendum #2. This will include the Finance Director (until not needed as described in Addendum #2 section 1; Access to training, help and issue resolution through the software vendor; coverage of critical positions as defined in Addendum #2 section 3
- 6) TERMINATION. This Agreement begins on the Effective Date and continues until terminated as described in this agreement.
  - a. Termination Without Cause. Due to the long term nature of a new System implementation, if WCF terminates the agreement without cause, an eighteen (18) month notice must be given. If MCCFL terminates the agreement without cause, at least six (6) month notice must be given. The notice in either case can be longer. Fees owed until the termination date are still due. The non-payment of which can result in a Termination With Cause.
  - b. Termination With Cause. In the event that one party (a “Defaulting Party”) commits a material breach under a SOW, this Agreement, or the Master Service Agreement this SOW is under, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a “For Cause” termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party. If WCF terminates this agreement for cause, any fees due are still due and MCCFL agrees to pay. If MCCFL terminates this agreement For Cause, then MCCFL is responsible for paying only for amounts due through the effective date of termination.
  - c. Client Activity As A Basis for Termination. In the event that (i) any Client-supplied equipment, hardware or software, or any action undertaken by you, causes the Environment or any part of the Environment to malfunction consequently requiring remediation by WCF on three (3) occasions or more (“System Malfunction”), and if under those circumstances, you fail to remedy, repair, or replace the System Malfunction as directed by us (or you fail to cease the activity causing the System Malfunction, as applicable), or (ii) you or any of your staff, personnel, contractors, or representatives engage in a breach of a material term of this Agreement, applicable SOW, and/or the Master Service Agreement this SOW is under, and which remains uncured after ten days’ notice of the breach, then WCF will have the right, upon ten (10) days prior written notice to you, to terminate this Agreement or the applicable SOW For Cause or, at our discretion and if applicable, amend the applicable SOW to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.
  - d. Consent. MCCFL and WCF may mutually consent, in writing, to terminate a SOW or this agreement at anytime.
  - e. Access to System. Upon termination of this Agreement, all access to data on the system will be shut off. A separate Agreement would be necessary to access the information after the

termination date. If no separate Agreement is reached to maintain the data, it may be deleted or become unretrievable.

- f. Transition. In the event MCCFL requests assistance to transition away from the shared services model in this agreement, such assistance will be provided as long as all fees due are paid in full and MCCFL agrees to pay the current rate for WCF assistance. This assistance is limited to pulling data from the System and, discussion and analysis of current processes. The assistance in this Agreement does not extend to designing, building, implementing or using a new system MCCFL has decided to transition to.
- 7) RESPONSE. WCF will respond to notifications received of error, outage, alarm, alert or access pertaining to the System in the manner and time periods designated in Addendum #1.
  - a. MCCFL will be trained and delegated the ability to address problems after the WCF Finance Director has determined the skill set to address the issue has been developed at MCCFL.
- 8) REPORTING. Reporting is a function of the System. MCCFL staff will be trained on utilizing the reporting functionality within the System to create and generate reports as needed. Custom reports are the responsibility of MCCFL and can be scheduled with the vendor (software provider) if the report creation is beyond the capacity of the MCCFL staff.
- 9) CONFIDENTIALITY. See the Master Agreement. This SOW is under the Master Agreement and makes no changes to the Confidentiality set in the Master Agreement or any of the addendum to the Master Service Agreement.
- 10) ADDITIONAL TERMS; THIRD PARTY SERVICES. See the Master Agreement. This SOW is under the Master Agreement and makes no changes to the Additional Terms; Third Party Services set in the Master Agreement.
- 11) OWNERSHIP. See the Master Agreement. This SOW is under the Master Agreement and makes no changes to the Ownership set in the Master Agreement.
- 12) ARBITRATION. See the Master Agreement. This SOW is under the Master Agreement and makes no changes to the Arbitration set in the Master Agreement.
- 13) MISCELLANEOUS. See the Master Agreement. This SOW is under the Master Agreement and makes no changes to the Miscellaneous set in the Master Agreement.

Approved this 3<sup>rd</sup> Day of August, 2022.

Wasco County Board of Commissioners

Mid-Columbia Center for Living

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Kathleen B. Schwartz, Chair

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Al Barton, Executive Director

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Steven D. Kramer, Vice-Chair

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Scott C. Hege, County Commissioner

## Addendum #1; Service Level Agreement

Three defining characteristics establish how tickets are prioritized in WCF:

1. **Impact:** The overall number of users impacted and effect on impeding normal course of work. Impact can appear as following, but are not limited to:
  - a. ex. One user can't run a report but others are able to - *low impact*
  - b. ex. Payroll can't be processed - *high impact*
2. **Urgency:** The required Time to Resolution (how quickly the incident needs to be resolved).
3. **Work:** Specifically related to the required service functions and job duties to be accomplished by the affected departments / users (**Note:** mandated services take priority)

The following Impact/Urgency definitions are used to determine WCF effort priority:

### **Impact**

- **High:** Affects an entire department, building, or groups of buildings; impacts direct services to MCCFL clients (i.e., those services directly utilized by a MCCFL client)
- **Medium:** Affects a section of a department, building, or multiple users (but less than an entire department or building)
- **Low:** Affects a single user without impacting direct service to citizens

### **Urgency**

- **High:** Work is stopped with no available workarounds
- **Medium:** Work can continue with workarounds or through alternative methods
- **Low:** Work can continue with minor inconveniences

Below are the priorities when combining both impact and urgency definitions:

	<b>IMPACT:</b> HIGH	MEDIUM	LOW
<b>URGENCY:</b> HIGH	Emergency	Urgent	Normal
MEDIUM	Urgent	Normal	Low
LOW	Normal	Low	Low

Based on the above priorities, the following are the service level agreements in terms of business hours, days, and weeks offered by WCF (**Note:** total time to resolution are guidelines and projected targets; the impacted service may have many factors affecting total time to resolution)

Priority #	Name	Communication Method	Target Time to Response	Target Time to Resolution
1	Emergency*	Phone Call	1 hour	2 hours
2	Urgent	Ticket System	2 hours	24 hours
3	Normal	Ticket System	8 hours	72 hours
4	Low	Ticket System	24 hours	1 - 2 weeks

\*Emergency priorities are provided with 24 / 7 (after hour) service for disaster and emergency dispatch incidents only



## Addendum #2: Fee Schedule

- 1) Finance Director – Provides supervision, direction and analysis
  - a. MCCFL will employ the WCF Finance Director at an hourly rate equivalent to the rate paid by Wasco County. This rate should be set by using the closest grade and step in the MCCFL pay matrix. This position will aim for 0.5 FTE but due to business cycles may be more.
    - As of 7/1/2022 this rate will be \$64.37.
    - The rate will be adjusted each July 1<sup>st</sup> to reflect the WCF Finance Director's current rate.
  - b. If MCCFL hires a Finance Manager, four (4) weeks after the first day – unless extended by mutual consent of the MCCFL Executive Director and WCF Finance Director, the WCF Finance Director will be:
    - Reduced to a salary equivalent to 0.2 FTE of the WCF Finance Director salary as of July 1<sup>st</sup> of the fiscal year of hire.
    - The rate will be adjusted each July 1<sup>st</sup> to reflect the current WCF Finance Director salary.
  - c. If MCCFL hires a Finance Director, four (4) weeks after the first day – unless extended or decreased by mutual consent of the MCCFL Executive Director and WCF Finance Director, the WCF Finance Director will no longer be employed by the MCCFL as the MCCFL Finance Director will assume full responsibility.
  - d. If MCCFL hires a Finance Manager or Finance Director and the employment is terminated, the agreement is to revert back to 1) a. of this agreement addendum upon agreement of the County Administrator and MCCFL Executive Director.
- 2) Implementation staff – During the move to implement the System, WCF staff may be used. Implementation staff time will be reimbursed to Wasco County at the following rates:
  - a. Finance Manager - \$67.00
  - b. Payroll Clerk - \$40.00
  - c. Accounting Clerk - \$40.00
  - d. If used for ongoing support the reimbursement rate is the same as above.
- 3) Annual Maintenance Fee – a portion of the Annual Maintenance/Subscription Fee for the System will be bill to MCCFL to reimburse Wasco County. As this amount will increase in time, it is to be billed as a percentage due of the total amount. MCCFL's portion is determined by:
  - a.  $\text{MCCFL total FTE count} \div \text{total number of FTE on the system} \times 50\% \text{ Maintenance Fee}$ 
    - $\text{MCCFL FTE} / \text{Total FTE} * 50\% \text{ Maintenance Fee}$
  - b.  $\text{MCCFL total Budget} \div \text{total budget on system} \times 50\% \text{ Maintenance Fee}$ 
    - $\text{MCCFL Budget} / \text{Total Budgets} * 50\% \text{ Maintenance Fee}$
  - c. Due on January 1<sup>st</sup> each year for the following calendar year
  - d. 1/1/2023 cost to be allocated in \$46,844 – MCCFL portion will be calculated as above.
- 4) Additional System costs – With adding MCCFL to the System, additional costs attributable directly to MCCFL will be reimbursed to Wasco County at cost.
- 5) Training – MCCFL is responsible for ensuring at least one (1) MCCFL staff member is sent to the annual training provided by the System's vendor. These costs will include registration, meals, lodging and transportation.



## MOTION

**SUBJECT:** SOW Motion

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I move to approve the Financial Services Statement of Work between Wasco County and Mid-Columbia Center for Living under the Wasco County Information Services Master Agreement.



## CONSENT AGENDA

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[MINUTES: 7.20.2022 REGULAR SESSION MINUTES](#)

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WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION

JULY 20, 2022

Room 302, Wasco County Courthouse

This meeting was also 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: Kathy Schwartz, Chair  
Steve Kramer, Vice-Chair  
STAFF: Kathy Clark, Executive Assistant  
Tyler Stone, Administrative Officer  
ABSENT: Scott Hege, County Commissioner

Chair Schwartz opened the session at 9:00 a.m. Changes to the Agenda:

- Introduction of new 4H & Extension Service District County Liaison
- HB 4123 MOU moved to August 3, 2022 Agenda

**Discussion Item – Noise Complaints**

Sheriff Lane Magill explained that they had received complaints regarding the noise created by commercial trucks un-muffled brakes. They have worked to educate citizens regarding the laws and processes and have also increased their patrols in the area.

**Discussion Item – Letter of Support: Treatment Facility**

Sheriff Magill explained that Columbia Care is asking for 2 letters of support for their efforts to secure funding for the proposed secure and residential mental/behavioral health treatment facilities. Ms. Clark noted that she received a request for only one letter. Sheriff Magill said he would get the other to her today.

Sheriff Magill went on to say that these facilities will be in conjunction with and complementary to the planned Resolution Center and new hospital facility. One treatment center will be residential while the other is intended to be a secure facility to treat people in crisis.

Vice-Chair Kramer reported that the Local Public Safety Coordinating Council is unanimous in their support for this project.

**\*\*\*The Board was in consensus to sign letters of support for Columbia Care in their pursuit of funding for both residential and secured**

**mental/behavioral health treatment facilities.\*\*\***

**Discussion Item – Introduction**

4H & Extension Service District Office Manager and County Liaison Kim McCullough explained that she will be retiring soon. Chelsea Gibson has been hired as her replacement and will serve as Budget Officer for the 2023 budget season.

**Discussion Item – ODOT Agreement**

MCEDD Deputy Director of Transportation Kate Drennan explained that this agreement outlines the funding and responsibilities for public transportation operations in Wasco County. Wasco County has already approved an agreement with MCEDD to provide the services and manage the grant. Structuring the grant as purchased services reduces the match amount needed which is an advantage to the community.

Vice-Chair Kramer said this is a routine process that he supports.

Chair Schwartz asked if this will support the installation of more bus stops. Ms. Drennan replied that this grant is for operations only; however, there is a separate grant for expansion of bus stops and bus routes. The goal is to get more people within ¼ mile of a bus stop.

**{{Vice-Chair Kramer moved to approve ODOT Agreement 35332 for the provision of public transportation services. Chair Schwartz seconded the motion which passed unanimously.}}**

Vice-Chair Kramer thanked Ms. Drennan for her services and all she has done for our county and region. He wished her well in her new position. Chair Schwartz added that Ms. Drennan has done wonderful things for our community.

**Consent Agenda – 7.6.2022 Regular Session Minutes**

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

**Public Comment**

Home at Last Board President Paul Viemeister said he is here with Erin Foote-Morgan, HAL Development Director, to share information and request collaboration on the challenges faced in our county regarding animal management services.

Mr. Viemeister said that Home at Last has been in Wasco County for 22 years and is the main source for animal management services including accepting strays, partnering with law enforcement, rescuing animals, conducting adoptions and leading on spays and neuters to keep the pet population under control. They are

proud to provide these services to the residents of Wasco County and have worked hard to keep the shelter running with very little support from the County or the City. Only around 5% of the funding for Home at Last currently comes from public sources. That comes from licensing fees and a small amount per month from the City of The Dalles. There is a disconnect between the public funding they receive and the public service they provide. More the 50% of the animals taken in are brought to them by law enforcement or are at-large strays caught by community residents. Their cost to house a dog is \$29 per day. More than 50% of the animals they house are brought to them by the general public. Less than 5% of the funding or \$1.29 of the cost to house each animal comes from public funding. This is unsustainable for Home at Last even in a good year. During COVID they had to shut their doors and move to an appointment-only model which is now exacerbated by inflation – costs have increased by 25% and adoption rates have declined dramatically because the pandemic-driven increased demand for animal companionship peaked in 2020. Home at Last is seeking greater collaboration with the County and the City to fund this community service. He said that Home at Last is not like other non-profits but is much more like schools or roads or libraries. The shelter provides major community services and Home at Last is asking the County to join them in figuring out how they can provide more sustainable revenue to Home at Last to account for this community benefit.

Ms. Foote-Morgan said she does not live in Wasco County but does serve as the Development Director for Home at Last; as such she thinks a lot about revenues and expenses for the organization. She began her current position in June of 2021 with a goal of increasing revenues for the shelter through grants, public donations, fund-raising events and the bottles and cans program. She reported that their public donations are up 136% over last year; the bottles and cans are up tens of thousands of dollars over last year; they have earned \$15,000 in grant funding so far this year and another \$20,000 is in process. They had a great new fund raising event in the spring called the Dimes for Dogs Walkathon. They have developed many great new partnerships with organizations such as Google, the schools and many other businesses in the community. They are doing everything they can to fund the shelter with very little support from public resources. As costs continued to go through the roof and adoption rates declined, they knew they had to begin asking the community how to find sustainable revenue for these services.

Ms. Foote-Morgan went on to say that in the spring they launched a survey to which they got 246 responses. These community members overwhelmingly said that new sustainable funding sources need to be found to sustain animal

management services in the Wasco County region. 88% of respondents said that more funding should be coming from public sources. The big question is where that funding should come from. In the survey, they listed every possible funding source available to them including grants, donations, a levy and additional funds from the general funds of the City and County. Funding from the general funds of the City and County were the respondents' top selections for reliable funding for the shelter, followed by a levy of 10 cents per thousand of assessed property value in Wasco County.

Ms. Foote-Morgan reported that around the time they wrapped up the survey, they connected with Mr. Stone to share the results and talk through the challenges. She said that they appreciate his time and the Board's time. They understand the fair point that if the shelter cannot sustain itself, it should be shut down. Their Board has been entertaining that question. They are here today to ask the senior leaders of Wasco County to join with them in collaboration to solve the problem of how to reliably fund animal management services for our residents. Their Board is considering trying to move ahead with a levy on the November ballot but that has to go through the County which would raise many administrative questions and uncertainties; they do have ballot language prepared and are considering whether or not to move that forward – August 19<sup>th</sup> is the deadline for submission. But the real question is whether or not the County is willing to partner with them to discuss options on the table and how we can collaborate to resolve this question. They sincerely hope that we can work together to find a long-term solution that makes sense for the benefit of Wasco County residents. The ask is to meet with the Commissioners to have a deeper conversation and look at the information.

Chair Schwartz thanked Ms. Foote-Morgan and Mr. Viemeister for their comments. She closed the public comment and opened discussion.

Vice-Chair Kramer said that he thinks a conversation is warranted because he thinks what we heard today contained a bit of misinformation. If we are going to move forward in a truthful manner with our public, we need to clear that up. He pointed out that 246 survey respondents equates to only 1% of the population. 50% of animals dropped off being from law enforcement does not seem accurate; he said believes if we ask our Sheriff, that number would go down significantly. The idea that the County offers very little support is also misinformation as Wasco County has provided the building being used by Home at Last. He said he understands the predicament but there are a lot of conversations that need to take place. He pointed out that if a special taxing district is formed, that will impact revenue for the existing taxing districts through compression. A lot of work will need to be done before we consider an

initiative to place this on the ballot. He thanked them for their time and expressed his appreciation for their effort to be here today. We will have to set up a meeting.

Mr. Stone said that he believes the conversation he had with Ms. Foote-Morgan was that if Home at Last fails, that shelter would then be rolled back into a law-enforcement only shelter. He said he does not recall ever saying that his recommendation would be to close the shelter down. If Home at Last fails then the County would maintain it through the agreements they have as a law-enforcement-only shelter. He said that he wants to correct the record as he believes those were unfair characterizations of the words he used.

Chair Schwartz asked Sheriff Magill for some historical information from when animal control was run by the Sheriff. Sheriff Magill said that animal control was transferred from the County to the City of The Dalles 10 or 11 years ago. The County had an animal control deputy who was injured on the job. When analyzing the total cost to operate the program, which was not sustainable through licensing and general fund dollars, they discovered that 77% of the calls for service were within the City of The Dalles. That is when it transitioned to the City because they benefitted much more from the program. At that time, the assets, such as the vehicles and equipment, were transferred to the City. It is the purview of the Commission, but they had delegated that to the Sheriff as it had a connection to public safety.

Mr. Stone added that at the same time that was happening is when the County transitioned the shelter to Home at Last as far as the building is concerned. As he recalls, the City and County gave Home at Last \$50,000 to get started. The County also transferred the licensing revenue and authority to Home at Last which provided a funding stream; from what he can tell, that funding stream has pretty much dried up.

Chair Schwartz asked for some clarification on the building, asking for confirmation that the County signed the deed to the property over to Home at Last. Mr. Stone confirmed saying that Home at Last made the case that they needed that in order to support fund raising efforts. It is disappointing that it was portrayed that way; we made that transfer and now there is an ask for general fund dollars. He pointed out that Home at Last had been going very well but probably COVID had an impact by reducing available volunteers and other impacts.

Chair Schwartz said she would like to get a meeting on the calendar for her, Mr. Stone, Ms. Foote-Morgan and Mr. Viemeister to begin the conversation. Sheriff Magill said he would be happy to provide any statistical or historical information needed to support that discussion.



At 9:30 a.m. Chair Schwartz opened a public hearing to consider a request for an Outdoor Mass Gathering permit for a music and art festival, which includes overnight camping, entitled "Canyon Vibration," September 8-11, 2022. Event setup will begin September 8, at 11 a.m., the event will begin September 9, at 4 p.m., and will end on September 11<sup>th</sup>. Final teardown and cleanup will be completed on September 11<sup>th</sup>, at 3 p.m., for a total event time of 76 hours. Estimated attendance is 700, including staff and volunteers.

Chair Schwartz reviewed the procedures to be followed for the hearing. She then asked if any Commissioner wished to disqualify themselves for any personal or financial interest in this matter. There were none. She asked if any Commissioner wished to report any significant ex parte or pre-hearing contacts. There were none.

Associate Planner Sean Bailey reviewed the presentation included in the Board Packet. He said that the event would take place at the Justesen Ranch just outside of Tygh Valley and reviewed the map included in the Board Packet. He noted that other mass gatherings have been held at this site; most recently the SOAK Festival, which was a larger event held on a larger portion of the property.

Mr. Bailey explained that this is not a land use action, therefore no land use regulations have been applied. He reviewed the state and local health and safety requirements and how the applicant has demonstrated the ability to meet those requirements.

Mr. Bailey stated that unofficial notice was sent to local agencies on May 27<sup>th</sup> with an official notice going out to state and local agencies on June 30<sup>th</sup>. In addition, notice was sent to adjacent landowners and published in the Columbia Gorge News. Agencies provided comments in their various areas of expertise regarding the applicants' ability to meet the requirements. He said that this is a leave-no-trace event; sweeps will occur to keep the area clean and dumpsters will be available on-site. In addition it is a no flame, no fire, no smoking event which results in no issues with the local fire agencies. The Sheriff has reviewed and approved the security plan and traffic is manageable. Staff recommends approval of the application.

Sheriff Magill reported that he has been working with the applicant regarding the noise issues and has brought a previous event organizer to help advise. The applicants have taken the main stage and turned it to reduce or eliminate the leakage of noise from the event venue. They have also agreed to a cut-off time for noise and after midnight will be using a certified measuring device to make sure it remains under 60 decibels. If complaints come in, the Sheriff's Office will

work with the organizers to make adjustments. He said that from a public safety perspective, he recommends approval based on the adjustments they have made.

Vice-Chair Kramer said that noise was his only concern and it appears to have been addressed.

Chair Schwartz asked if there were any complaints during the SOAK event held earlier this year. Sheriff Magill replied that they took one complaint regarding congestion at the local store. Since they do not have amplified sound at the SOAK event, noise is not an issue.

Chair Schwartz asked how adjacent landowners are notified. Mr. Bailey replied that he sent out a mailing to about 7 adjacent landowners. He explained that it is a large parcel surrounded by other large parcels so there are not many adjacent landowners.

Sheriff Magill asked if there were any responses to the mailing. Mr. Bailey replied that there were no responses in any form.

Chair Schwartz asked the applicants if they had anything to add. They did not.

Chair Schwartz asked if there was anyone present wishing to provide public testimony. There were none.

Chair Schwartz closed the public hearing at 9:54 a.m. and opened deliberations. Discussion ensued as to how to word a motion to include the addendum and Order.

**{{Vice-Chair Kramer moved to approve the application for an Outdoor Mass Gathering, including the submitted addendum and Order 22-032 acknowledging approval, as proposed in Planning File #9210220000078-PLNG, and accept the findings and conditions contained in the Summary and Staff Report. Chair Schwartz seconded the motion which passed unanimously.}}**

At 10 a.m., Chair Schwartz called a recess.

The Session resumed at 10:05 a.m.

#### Agenda Item – Executive Session

At 10:05 a.m. Chair Schwartz opened an Executive Session pursuant to ORS 192.660(2)(h) to confer with legal counsel and ORS 192.660(2)(e) for real property transactions. Chair Schwartz explained the process to be followed and directed media to not report on anything discussed in Executive Session except the general topic as previously stated.

The Regular Session resumed at 10:23 a.m.

### Commission Call

Vice-Chair Kramer said he is preparing for the District 3 meeting to be held on September 22<sup>nd</sup> in Gilliam County. He reported that he will be stepping into the Chair position at MCEDD as it is time to rotate that position; Commissioner Hamlin from Skamania County currently fills that role.

Chair Schwartz reported that she recently stepped down as Chair of Mid-Columbia Housing Authority; Stu Watson from Hood River is now the Chair.

Chair Schwartz adjourned the session at 10:26 a.m.

### Summary of Actions

#### MOTIONS

- **To approve ODOT Agreement 35332 for the provision of public transportation services.**
- **To approve the Consent Agenda – 7.6.2022 Minutes.**
- **To approve the application for an Outdoor Mass Gathering, including the submitted addendum and Order 22-032 acknowledging approval, as proposed in Planning File #9210220000078-PLNG, and accept the findings and conditions contained in the Summary and Staff Report.**

#### CONSENSUS

- **To sign letters of support for Columbia Care in their pursuit of funding for both residential and secured mental/behavioral health treatment facilities.**

Wasco County  
Board of Commissioners

\_\_\_\_\_  
Kathleen B. Schwartz, Commission Chair

\_\_\_\_\_  
Steven D. Kramer, Vice-Chair

\_\_\_\_\_  
Scott C. Hege, County Commissioner



## AGENDA ITEM

### **SRS Funding Update**

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[STAFF MEMO](#)

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[SRS & USFS COUNTY ROAD REVENUE FORECASTS](#)

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## MEMORANDUM

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ARTHUR SMITH

DATE: AUGUST 3, 2022

### BACKGROUND INFORMATION:

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

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

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

Allocation Ranges for Each Title and Distribution

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

Counties have until September 30th, 2022 to submit allocation elections between SRS Title I, II, and III to the Oregon State Treasurer / Department of Administrative Services (DAS). AOC will distribute more information on submitting allocation elections when made available by DAS.

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

*I believe Wasco County's last election allocation was 85% Title I, 8% Title II, and 7% Title III*

## **Secure Rural Schools (SRS) Act and USFS Timber Harvest Payments Election Process and County Road Revenue Forecasts**

### **Executive Summary**

Federal Fiscal Year 2022 (County Fiscal Year 2023) Secure Rural Schools (SRS) Program payments are projected to be greater than United States Forest Services (USFS) 1908 Act 25-percent timber harvest payments for all Oregon Counties except for Malheur and Umatilla County. Counties have until September 30th, 2022 to submit allocation elections between SRS Title I, II, and III to the Oregon State Treasurer / Department of Administrative Services (DAS). AOC will distribute more information on submitting allocation elections when made available by DAS.

### **Elections Deadlines Between SRS and USFS**

Counties can elect to receive USFS timber payments instead of SRS payments. SRS payments have been reauthorized by Congress through the Infrastructure Investment and Jobs Act (IIJA) and set at 2017 funding levels for the next two fiscal years. USFS timber harvest receipt payments are calculated as 25% of the gross grazing fees and timber sales receipts over the past 7 years' rolling average. SRS Payments are consistently projected to be higher than USFS timber harvest receipt payments.

Counties can elect to receive USFS timber harvest receipts or SRS payments every two years. The next deadline for electing to receive SRS / USFS timber harvest receipts is August 1, 2023 and every odd year thereafter.

### **Elections Deadlines Between SRS Titles I, II, and III**

SRS funding is divided into three titles which are earmarked for specific purposes.

- Title I - Roads and schools
- Title II - Special projects on federal lands
- Title III - County wildfire protection projects, broadband access and emergency services

Oregon Counties have the choice to elect allocation amounts between SRS Title I, II, and III.

The amount of funding a county receives from SRS changes the percentage of SRS funds that can be allocated between different titles. Funding Distributions are split in three categories:

- Minor Distributions - Less than \$100,000
- Modest Distributions - Between \$100,000 and \$350,000
- Major Distributions - More than \$350,000

Allocations between Titles I, II, and III have maximum and minimum allowable percentages. Those percentages are different for minor, modest, and major distributions. Allocation must fall within the ranges displayed in Table 1

**Table 1 Allocation Ranges for Each Title and Distribution**

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

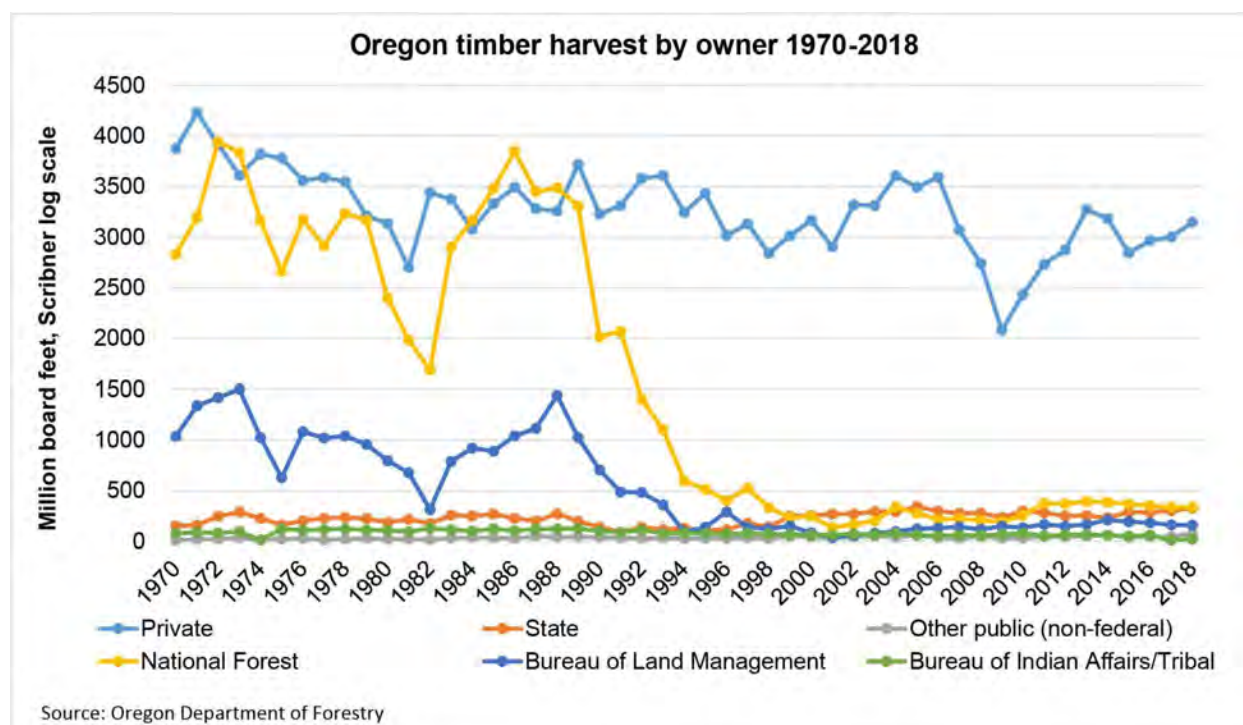
Counties can elect SRS allocations every year by submitting paperwork to the State Treasurer. The next deadline for SRS Allocation Elections is September 30, 2022 and every year when authorized by congress. Please note the majority of Oregon Counties elect to allocate 85% of their SRS distribution to Title I, a decrease in this percentage would reduce annual road funding. For FY 21 allocations see [ASR-18-01 \(page 50\)](#).

#### **USFS Timber Receipts Estimates: CFY 2023 \$7 million**

USFS estimates are based on 25% timber harvest receipts (1908 Act 25-percent payments) from Federal Fiscal Year 2016 (County Fiscal Year 2017), which is the most recent county by county data released by the Forest Service. These figures were used to calculate a weighted average of each county's historic share of timber harvest receipts. Current estimates were created by combining historic shares with statewide receipts from data post 2016. This method is inherently inaccurate, as actual allocations are based on the actual receipts in each national forest and in each county, not a statewide average. This is, however, a fairly accurate proxy based on historical trends. Timber harvest receipts have been consistent since 2016 as demonstrated in Figure 1. A slight decrease in timber harvest sales was observed in FY 2021.

Please note that O&C County payments follow a different process, with different funding sources, requirements, and estimates.

**Figure 1: Oregon Timber Sales 1970 - 2018**



Please note that counties only receive USFS receipts if a county selects not to receive SRS payments. In most cases, this would represent the minimum budget option.

**Secure Rural Schools Estimates: CFY 2023 \$33 million.**

Congress has taken action to reauthorize the program through the Infrastructure Investment and Jobs Act (IIJA). SRS Payments are authorized for the next two fiscal years and will not be subject to the typical 5% annual decrease. Instead, SRS payments will be increased to the amount from Federal FY 2017 for FY 2022, and FY 2023.

SRS Payments are divided between Title I, II, and III, with Title I providing funding for roads. Counties can elect allocations of SRS funding between Title I, II, and III. The reauthorization in 2021 did not provide counties the opportunity to elect allocations, SRS has a default allocation between Titles I and II if elections are not made. Congress locked in 2013 elections for titles I, II and III (same as all reauthorizations since 2013) for FY 21, and allowed for new elections for FY 22 and 23 payments.



## Comparing SRS and USFS Timber Harvest Receipts

Since the USFS has not published county by county payment estimates for timber harvest receipts since 2016, AOC has produced some exploratory estimates. By using state wide gross timber harvest receipts for FY 2021 and historic shares of USFS funds, a very rough estimate was produced. Table 2 displays the gross USFS receipts, The portion of USFS receipts payable to road departments, SRS payments to road departments, and the difference between USFS timber harvest receipts and SRS Payments. Negative numbers indicate that SRS payments are larger than USFS timber receipt payments. Figures highlighted in Green draw special attention to instances where USFS timber receipt payments are larger than SRS payments.

**Table 2: USFS Timber Harvest Receipts and SRS Payments Comparison**

County FY 23			
County	USFS FFY 22 Road Payment Estimate (75% of 25%)	SRS FFY 22 Title I Road Payment Estimate (75%)	Difference USFS - SRS
Baker	\$81,871.68	\$573,146.53	-\$491,274.85
Benton	\$15,545.10	\$84,498.52	-\$68,953.42
Clackamas	\$375,998.63	\$803,304.86	-\$427,306.23
Clatsop			\$0.00
Columbia			\$0.00
Coos	\$23,572.41	\$154,457.22	-\$130,884.81
Crook	\$69,331.44	\$896,019.21	-\$826,687.77
Curry	\$156,901.07	\$1,229,457.92	-\$1,072,556.85
Deschutes	\$610,905.62	\$792,322.10	-\$181,416.48
Douglas	\$818,458.23	\$4,584,598.48	-\$3,766,140.24
Gilliam			\$0.00
Grant	\$237,711.93	\$2,404,958.93	-\$2,167,247.00
Harney	\$75,059.12	\$1,007,516.84	-\$932,457.72
Hood River	\$153,841.78	\$381,469.71	-\$227,627.93
Jackson	\$406,311.43	\$1,090,292.11	-\$683,980.68
Jefferson	\$104,606.52	\$333,246.26	-\$228,639.75
Josephine	\$94,718.47	\$711,754.33	-\$617,035.85

Klamath	\$660,535.05	\$4,347,187.55	-\$3,686,652.49
Lake	\$252,121.82	\$1,491,289.45	-\$1,239,167.63
Lane	\$1,363,386.65	\$6,020,953.37	-\$4,657,566.72
Lincoln	\$176,094.46	\$1,005,502.59	-\$829,408.13
Linn	\$491,602.45	\$2,134,612.66	-\$1,643,010.20
Malheur	\$480.03		\$480.03
Marion	\$195,610.34	\$813,536.72	-\$617,926.38
Morrow	\$32,025.59	\$90,164.60	-\$58,139.01
Multnomah	\$57,397.95	\$123,049.01	-\$65,651.05
Polk	\$303.95	\$3,082.59	-\$2,778.64
Sherman			\$0.00
Tillamook	\$87,021.50	\$517,018.69	-\$429,997.19
Umatilla	\$86,979.47		\$86,979.47
Union	\$86,840.43	\$538,725.82	-\$451,885.38
Wallowa	\$86,908.26	\$727,369.77	-\$640,461.51
Wasco	\$161,524.80	\$571,226.96	-\$409,702.16
Washington			\$0.00
Wheeler	\$29,583.42	\$381,797.24	-\$352,213.82
Yamhill	\$24,238.27	\$127,422.73	-\$103,184.46
<b>Total</b>	<b>\$7,017,487.87</b>	<b>\$33,939,982.73</b>	<b>-\$26,922,494.87</b>

### Forecasting Uncertainty and FY 2022-23 Outlook

This FY 2022-23 forecast represents a conservative baseline county funding model estimate approach for dedicated funding budget planning purposes.

Please reach out to Jordan Cole ([jcole@oregoncounties.org](mailto:jcole@oregoncounties.org)) for more information with any questions or concerns.

### Information and References

[USFS Secure Rural Schools Program website](#)

[Act of May 23 \(1908\) \(16 U.S.C. 500\).](#)

[Secure Rural Schools and Community Self Determination Act \(SRS\) \(2000\) \(16 U.S.C. 500\).](#)

[Infrastructure Investment and Jobs Act \(IIJA\) \(2021\) \(23 U.S.C 101\).](#)

[H. R. 6435 \(2022\) - SRS Legislative Fix](#)



## AGENDA ITEM

### 4 Rivers Early Learning Hub Letter of Agreement

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[LETTER OF AGREEMENT](#)

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[MOTION LANGUAGE](#)

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## FOUR RIVERS EARLY LEARNING AND PARENTING HUB

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### FUNDING AGREEMENT



#### A. DESCRIPTION

This Agreement is entered into on behalf of Columbia Gorge Education Service District (CGESD), the backbone organization of the Four Rivers Early Learning Hub (designated in this document as “Grantor”), and the entity below (designated in this document as “grantee”). CGESD is represented in the negotiation of this agreement through the Four Rivers Early Learning Hub(4RELH). The contact person regarding this agreement is the Four Rivers Early Learning Hub Director.

**Grantor Contact:** Shira Skybinskyy, Asst Director, (541) 993-2396 [sskybinskyy@cgesd.k12.or.us](mailto:sskybinskyy@cgesd.k12.or.us)

**Grantee:** Youth Think, Debby Jones

**Title:** Four Rivers Family – Parent Education

**Total Amount:** Up to \$15,300

**Funding Period:** January 1 2022-June 30 2023

- ➔ We certify that we are (as defined in ORS 190.003) a unit of government, which “includes a county, city, district or other public corporation, commission, authority or entity organized and existing under statute or city or county charter.”

Amount	Funding Stream (s)	Activities to be conducted
Total: \$15,300	OPEC (ODHS, ELD, and collaborative) Title IV-B2	Parent Cafes
<b>Measurements as described in the strategy submission</b>		
Parenting Skills Ladder and Workshop Evaluation, as well as quarterly reporting data outlined under “reports and evaluation” of this document, including coordination with Pacific Resource and Evaluation		

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#### B. REQUIREMENTS

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1. This funding is made subject to the condition that the entire amount will be expended for the purposes of providing activities that support the following priorities:
  - Ensuring a structured and regularly scheduled calendar of Parent Cafes
  - Connecting families at risk (a.k.a. at promise) with parent education classes that preserve and support family stability and togetherness.
  - Maintaining training fidelity (with support from grantor) and professional development

- Working with Early Learning and Parenting Hub staff and partners as an architectural partner to other family support and parenting education activities and workshops.
  - Incorporation of co-branding guidelines as defined by the funder (Refer to Branding Guidelines)
2. The Grantor must be promptly notified about any of the following during the funding period:
    - Change in program contact personnel of the organization
    - Change in address or phone number
    - Change in name of the organization
    - Change in 501c3 non-profit status
    - Any development that significantly affects the operation of the program or organization.
  3. The Grantee shall provide the Grantor with reporting documents as outlined in Section A of this agreement.
  4. The Grantee shall abide by all provisions of this agreement and shall keep adequate supporting records to document expenditure of funds and the activities supported by these funds.
  5. If the Grantee fails or becomes unable to perform the specific functions of program implementation, or if conditions arise that make the program untenable, then Grantee may terminate the agreement with thirty (30) day written notice.
  6. Grantee is solely responsible for the ethical, moral, and legal nature of its programs, including those segments purchased through these funds. All persons employed by the Grantee shall be employees of the Grantee and not the Grantor. Except for claims arising solely from the negligence of the Grantor, its officers, employees or agents, the Grantee agrees to indemnify and hold the Grantor harmless from and against all actions, suits, claims and demands for loss of damage, including property damage, personal injury, and wrongful death, arising out of or in connection with Grantees performance of this agreement.
  7. The Grantee will perform services as an equal opportunity employer. Grantee shall not deny services or discriminate on the basis of race, color, creed, national origin or duration of residence, and there shall be no discrimination in selection, compensation, or other employment practices with respect to personnel coming under the auspices of the Grantee, and the Grantee will otherwise comply with the provision and requirements of Title IV of the Civil Rights Act of 1974, and all requirements issued by the Department of Justice.
  8. Grantee acknowledges and agrees to comply with applicable provisions of the Americans with Disability Act 42 USC 12101 et seq.
  9. Grantee acknowledges and agrees to comply with the provision of the Oregon Equal Access Law, ORS 417.270.
  10. Grantee acknowledges and agrees to be culturally competent. Culturally competency means the development of behaviors, attitudes and policies that enable providers to deliver services in ways that meet the needs of a variety of diverse cultures.
  11. Grantee acknowledges that any and all products provided by the Grantor for use or implementation of the approved program description are the sole property of the Grantor and must be returned upon completion of the program and/or funding period.

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## C. PAYMENT

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1. By utilizing these funds, the Grantee is agreeing to the terms of this agreement.
2. Payments are made with the understanding that the Grantee will satisfactorily conduct the activities as outlined in this agreement and provide timely reporting as outlined in Section E.
3. If the Grantee fails or becomes unable to perform the specific functions of program implementation, or if conditions arise that make the program untenable, or if Grantee materially breaches this agreement, all funds that may be deemed unearned, unjustified, or inappropriately expended must be returned to the Grantor.

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## D. UNEXPENDED FUNDS

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If the funds have not been completely expended at the end of the funding period, then Grantee agrees to notify the Grantor's designated contact person immediately. All funds determined to be under-expended, unexpended, or unencumbered for authorized expenditures shall be returned to the Grantor or deducted by the Grantor from payment.

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## E. REPORTS AND EVALUATIONS

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1. Four Rivers Early Learning Hub requires Quarterly Reports to track progress made in accomplishing the purposes of the agreement. We work with Pacific Research and Evaluation to gather and process these data. Agreement with this contract represents consent to share the data for the purposes of reporting to funders and the Four Rivers Early Learning Hub Board and our backbone entity, CGESD.
2. The reporting forms required on the 7<sup>th</sup> of the month after each quarter\* are:
  - a. Budget worksheet of expended and leveraged funds
  - b. Narrative describing dates of activities, participation data
  - c. Parenting Skills Ladders or workshop evaluations for every family completing the series/workshops (as appropriate)
  - d. Registration, Attendance, and Completion Data (as appropriate)
    - i. It is the responsibility of the Grantee to utilize a registration template that includes consent for sharing this data with the Grantor.
  - e. Reporting Timelines: Extensions may be requested by emailing the contact on the top of this agreement, otherwise the following schedule\* for submission applies:  
July 7, 2022   Oct 7, 2022   Jan 7, 2023

3. At any time, the Grantor may request a representative of the program to appear at a regularly scheduled 4RELH meeting to provide progress reports and updates.
4. A final report and/or presentation may be requested by the Grantor. This report/presentation may include program challenges and successes, a detailed summary of progress on the approved programs, as well as a dialog with the 4RELH regarding future program goals and targets.

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## **F. General Applicability and Compliance with Federal Regulations**

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Unless exempt under 45CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, grantee shall comply with the following federal requirements **to the extent that they are applicable to this Agreement, or to the work identified here:**

☒ **Funding Stream: Family Support, Title IV B-2**

**Activity: Delivery of evidence-based parent education classes**

➔ **These federal provisions do not apply to this agreement because no federal funds are involved.**

**Miscellaneous Federal Provisions.** Grantee shall comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, including the following laws, regulations and executive orders *to the extent they are applicable to the Agreement:* (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.

**Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then grantee shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then grantee shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODE, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency.

**Energy Efficiency.** Grantee shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

**Drug-Free Workplace.** Grantee shall comply with the following provisions to maintain a drugfree workplace: (i) grantee certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in grantee's workplace or while providing services to clients. grantee's notice shall specify the actions that will be taken by grantee against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, grantee's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify grantor within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above;

**Pro-Children Act.** Grantee shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).

**Disclosure.**

**a.** 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual



or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

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## G. SIGNATURES

Grantee:

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Kathleen B. Schwartz, Chair  
Wasco County Board of Commissioners

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Date

Grantors:

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Pat Sublette, Superintendent, CGESD-Backbone Organization

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Date

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4RELH Governance Board Chair

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June 28, 2022

Date Approved by the <sup>1</sup>RELH Board

RELH AGREEMENT

## **ATTACHMENT A - Scope of Work**

### **Overview**

The Early Learning and Parenting Hub is developing partnerships with the 2 behavioral health entities in the Four Rivers Region to provide parent education architecture across the five counties. The goal is to ensure regularly scheduled and available evidence-based classes.

<b>Overview of Deliverables</b>
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#### CURRICULUM

- Implementation of Parent Cafes, in adherence to the standards of fidelity for that curriculum and in alignment with Oregon Parenting Education Collaborative guidance.

#### FACILITATION

- Qualified and trained staff to facilitate the curriculum (specifically that the facilitator is trained in the curriculum)

#### RECRUITMENT AND MARKETING

- Recruitment and marketing for parent education opportunities to a universal audience of parents of children under the Four Rivers Family “Together for Each Other” branding guidelines
- Registration of families and reminders about upcoming classes

#### CHILD CARE AND CATERING OR ONLINE FACILITATION

- Provision of online series and coordination with Hub to facilitate tools for families in need.
- Provision of childcare (unless classes are being offered virtually) for families who indicate their need using child care licensing ratios and ensuring successful criminal background investigation.

#### ADMINISTRATIVE SUPPORT

- Logistics coordination for online provision of classes or venue and related activities including completion of the work plan template
- Liability coverage for all activities outlined in this scope of work/and agreement
- Supervision and guidance of facilitator and child care providers
- Provision of materials to support parent’s learning in fidelity with the identified curriculum
- Data resulting from weekly tracking systems to include attendance, child care check in/out, certificates of completion
- As requested by partnering agencies, verification of attendance (ensuring ROI has been established)
- Process for reconciling invoicing that acknowledges distinction between GOBHI clients and community members participating in series

#### CONSENTS AND DATA SHARING

- Consents between Grantee and Four Rivers Early Learning Hub to be signed (in writing or verbally) and sent to Four Rivers Early Learning Hub to allow for communication specific to parent and child resources
- Four Rivers Early Learning Hub has invested in ActivateCare, a HIPPA compliant software system to assist with registration and data collection. Four Rivers Early Learning Hub will be working with GOBHI to implement this tool within the next 12-18 months

#### EVALUATION

- Submission to 4RELH and/or Pacific Research and Evaluation of Parenting Steps Ladder evaluation forms for all series participants (as appropriate)
- Qualitative data reporting to support parenting hub reporting as noted in the agreement

#### COMMUNICATIONS

- Requests for clarification and/or support as needed
- Copies of recruitment flyers for the purpose of distribution using appropriate hub lists
- Notification regarding any concerns/incidents from parents or otherwise relating to
- Facilitation of the class
- Care of Children
- Meal Provision

Support available from 4RELH	
<b>Curriculum</b>	If Nurturing Parenting, Parent Handbooks and access to the NP database for the AAPI would be made available without charge.
<b>Facilitation</b>	Access and support to OPEC Professional Development and recognition tools.
<b>Recruitment and Marketing</b>	Logos, historic flyer templates, any other previously utilized file to be made available for edit and revision by GOBHI
<b>Child Care</b>	Child Care Manual –Draft
<b>Administrative Support</b>	Sample tracking forms as requested Branding guide (to be provided) ActivateCare training and demo (to be implemented in the next 12-18 months)
<b>Evaluation</b>	Electronic copies of Parenting Skills Ladder and Workshop Evaluation form. List of questions to engage qualitative data for reporting
<b>Communication</b>	Posting and emailing flyers to support recruitment and marketing of the class

4RELH AGREEMENT

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## MOTION

**SUBJECT:** Youth Think Letter of Agreement

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I move to approve the Letter of Agreement between Wasco County through their Youth Think Program and the Columbia Gorge Education Service District through the Four Rivers Early Learning Hub for the provision of parenting education and support programs.





## AGENDA ITEM

**HB 4123 Mid-Columbia Community Action Council MOU**

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[MCCAC MOU](#)

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[MOTION LANGUAGE](#)

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**Mid-Columbia  
Community  
Action Council**

**Mid-Columbia Community Action Council**  
Serving Hood River, Wasco, and Sherman Counties  
312 E. 4th St, The Dalles, OR 97058  
606 State St, Suite 1B, Hood River, OR 97031  
Tel: (541) 298-5131  
[www.MCCAC.com](http://www.MCCAC.com)

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (**MOU**) has been created and entered into on July 31, 2022 between  
Mid-Columbia Community Action Council (**MCCAC**), 312 E Fourth St., The Dalles, OR 97058 and  
The City of The Dalles, The City of Hood River, Hood River County, Wasco County and Sherman County

## **INTRODUCTION AND GOALS**

1. MCCAC entered Agreement Number 107-2022-4123-05 (**Grant Agreement**) with the State of Oregon awarding MCCAC \$1,000,000 to establish a coordinated homeless response system consisting of the City of The Dalles, the City of Hood River, Hood River County, Wasco County, and Sherman County. The Grant Agreement was entered pursuant to the terms of House Bill 4123 from the 2022 Oregon Legislative Session (Oregon Laws 2022, chapter 70, section 3).
2. The Parties to this MOU wish to implement HB 4123 and establish a coordinated homeless response system consisting of the City of The Dalles, the City of Hood River, Hood River County, Wasco County and Sherman County (collectively, **System**). The System shall, at a minimum, consist of an Office of Housing Stabilization/Homeless Response Office (**Office**) and a Housing Stabilization Advisory Board (**Board**). The Parties specifically intend this MOU to establish a coordinated homeless response system satisfying all requirements set forth in the Grant Agreement, attached to and made part of this MOU as Exhibit "A".

## **AGREEMENT**

1. **Effective Date/Duration.** This MOU shall be effective when signed by all six of its Parties. Unless extended or earlier terminated in a writing signed by a majority of the Parties, this MOU automatically terminates on June 30, 2027.
2. **The Office of Housing Stabilization.** The Parties agree the Office shall be organized and perform the following functions:
  - a. The Office shall operate under the general policy guidance of the Board.
  - b. The Office shall be a division of MCCAC and consist of the Director of the Office of Housing Stabilization (**Director**), selected by the MCCAC Executive Director in consultation with the Board, and other staff members as outlined by the System's five-year strategic plan (**Strategic Plan**). The Director and other Office staff members shall be MCCAC employees.
  - c. The Office shall coordinate and develop partnerships with local and regional stakeholders as specified in House Bill 4123, including plans for coordination

with any local continuum of care receiving funding under 24 C.F.R. part 578.

- d. The Office shall also include the Mid-Columbia Houseless Collaborative (**MCHC**) as its Advisory Panel, comprising houselessness experts drawn from the community to include representatives with knowledge and experience in the areas of shelter, youth services, lived experience, affordable housing, houselessness, behavioral health, physical health, education, and philanthropy. The Advisory Panel supports development and implementation of the System's strategic plan.
- e. The Office shall be managed by the Director who, in coordination with the MCCAC Executive Director, will provide updates and reports to the Board. The Director shall be charged with the Office's general operation and shall work to coordinate with the Board, MCHC, and all Parties to this MOU to develop the Strategic Plan and otherwise ensure the System meets the project goals set forth in Exhibit "A".
- f. For the first two fiscal years, beginning July 1, 2022, the Office will be financed with pilot funding of \$1,000,000 awarded to MCCAC by the Grant Agreement. As outlined in the Grant Agreement, within one year of receiving the Grant Agreement funds, the System, through the Board or member government, shall adopt a five-year Strategic Plan that will identify and set goals for addressing funding to support ongoing operations of the System. The Office will hire a Development Coordinator to lead these fundraising efforts, in coordination with the Director, MCCAC, the Board, and member governments.

**3. Housing Stabilization Advisory Board.** The Parties agree the Board shall be organized and perform the following functions:

- a. The Board, consisting of one representative from the governing body of each Party to this MOU, shall be formed for the purposes of providing general guidance to the Office.
- b. Initial Board members shall have the opportunity to make important decisions at the inception of the System, including approval authority over the Strategic Plan developed by MCHC and providing policy direction to the Office.
  - i. The initial Board shall consist of the following appointed members:
    - 1. Gladys Rivera, City Councilor, City of Hood River
    - 2. Rich Mays, Mayor, City of The Dalles
    - 3. Arthur Babitz, County Commissioner, Hood River County
    - 4. Kathy Schwartz, County Commissioner, Wasco County
    - 5. Joan Bird, County Commissioner, Sherman County
  - ii. If one of the initial Board members listed above, or any subsequent Board member, resigns from the Board or is not re-elected to office, their member government agrees to work with the Director and MCCAC Executive Director to appoint

another member of their governing body to the Board in a timely fashion.

- c. By December 31, 2022, the Board shall review, approve, and adopt the Strategic Plan identifying and setting goals pursuant to HB 4123 and the Grant Agreement.
- d. Each Board member shall serve as a liaison between their respective governing body and the Office.

#### **4. Obligations of the Parties.**

- a. Commitment of Support. The Parties commit to their obligations under this MOU for a total of not less than five (5) fiscal years commencing on July 1, 2022. The Parties further agree to work together and use best efforts to seek out and obtain funding to further this objective, as outlined in the Grant Agreement and the System's Strategic Plan.
- b. The Parties agree to cooperate in good faith to ensure the goals of the System are achieved. The Parties shall work in good faith to amend this MOU as necessary to achieve the System's goals set forth in Exhibit "A".
- c. MCCAC shall serve as the fiscal agent responsible for funding the operations of the Office created under this MOU. MCCAC shall be responsible for all contracting, procurement, or other activities necessary to establish the Office. MCCAC shall retain fiscal and managerial oversight of the Office, the Director, and any other staff as outlined in the Strategic Plan and shall retain the authority to terminate the contractual and/or employment relationship with the Director and staff as necessary. In the event the Director's employment ends, MCCAC's Executive Director shall select a new Director with the Board's input. This MOU does not create any employment or contractual relationship between the Parties to this MOU or the Office, Director, or staff.

### **GENERAL PROVISIONS**

**1. Indemnification.** Each Party agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless each other, their officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of that Party, its employees, or agents in the performance of this MOU; provided, however, in no event shall a Party indemnify or hold harmless another Party for the other Party's sole negligence.

**2. Termination, Withdrawal, and Amendment.** This MOU may be terminated by a writing executed by a majority of the Parties. Any Party may withdraw from this MOU upon delivery of written notice to all other Parties. This MOU may be amended by a writing executed by all Parties.

**3. Disputes.** In the event a dispute arises under this MOU, the Parties shall make a good faith effort to resolve conflicts cooperatively. In the event the dispute cannot be resolved, the parties retain all remedies available to them by law.

**4. Laws.** The Parties agree to abide by all local, Oregon, and federal laws and regulations in this MOU's performance. This MOU is subject to and shall be interpreted in accordance with Oregon law.

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Executive Director, Mid -Columbia Community Action Council    Date

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Authorized Signer,    City of The Dalles    Date

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Authorized Signer,    City of The Hood River    Date

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Authorized Signer,    Hood River County    Date

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Kathleen B. Schwartz, Board Chair Wasco County    Date

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Authorized Signer,    Sherman County    Date

**GRANT AGREEMENT**

Title: House Bill 4123 (2022 Regular Session) General Fund Grant

Agreement Number: 107-2022-4123-05

This grant agreement (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Department of Administrative Services (“DAS” or “State”), and Mid-Columbia Community Action Council, Inc. (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (the “Effective Date”) and, unless earlier terminated, expires on June 30, 2023 (the “Expiration Date”). The period from the Effective Date through the Expiration Date is hereinafter referred to as the “Grant Term.” **Certain terms of the Contract survive its termination or expiration as set forth in Section 8.K below.**

The Contract includes attached Exhibit A - Project Description, which is incorporated by this reference.

Pursuant to the Oregon Laws 2022, chapter 70, section 3 (the “Authorization”), the Oregon Legislature appropriated \$1,000,000 from the General Fund for a grant to Recipient to establish a coordinated homeless response system consisting of Recipient, Hood River County, Sherman County, Wasco County, the City of The Dalles, the City of Hood River and any other parties to the agreement forming the response system, as more particularly described in Exhibit A (the “Project”).

<b>SECTION 1 – GRANT</b>
--------------------------

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the “Grant”) in the amount of \$1,000,000.

Conditions Precedent. DAS’s obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as DAS may reasonably require.

<b>SECTION 2 – DISBURSEMENT</b>
---------------------------------

A. Full Disbursement. Upon satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.

B. Condition to Disbursement. DAS has no obligation to disburse funds unless, in the reasonable exercise of its administrative discretion, it has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

<b>SECTION 3 - USE OF GRANT</b>
---------------------------------

A. Use of Grant Moneys. Recipient shall use the Grant to implement the Project, as more particularly described in Exhibit A.

B. Costs Paid for by Others. Recipient may not use any of the Grant to cover costs to be paid for by another State of Oregon agency or any third party.

#### SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS:

A. Organization and Authority.

- (1) Recipient is a nonprofit corporation validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive the Grant funds.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body.
- (4) This Contract has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.

B. Full Disclosure. Recipient has disclosed in writing to DAS all facts that materially adversely affect its ability to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.

C. Pending Litigation. Recipient has disclosed in writing to DAS all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the ability of Recipient to perform all obligations required by this Contract.

D. No Defaults. No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.

E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient or its properties or operations.

F. Compliance with Tax Laws. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Department of Revenue under ORS 305.620.

#### SECTION 5 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract and Recipient's use of the Grant funds.

- C. Annual Progress Reports. Recipient must submit to DAS annual progress reports (each a “Progress Report”) until Grant funds are fully expended. A Progress Report is due one year from distribution of funding and thereafter annually until the Grant funds are fully expended. Each Progress Report shall contain a brief narrative and financial report on the total use of Grant funds. The narrative and financial report should include, but need not be limited to, the following information:
- (1) Brief description of the Project and use of Grant funds to date;
  - (2) Timeline for major Project deliverables;
  - (3) Grant funds spent to date; and
  - (4) Project milestones met to date.
- D. Books and Records. Recipient shall keep accurate books and records of the uses of the Grant and maintain them according to generally accepted accounting principles.
- E. Inspections; Information. Recipient shall permit DAS and any party designated by DAS to inspect and make copies, at any reasonable time, of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. Recipient shall supply any related reports and information as DAS may reasonably require.
- F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract for a minimum of six years beyond the later of the final and total expenditure or disposition of the Grant. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- G. Notice of Default. Recipient shall give DAS prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- H. Indemnification.
- 1) ***RECIPIENT SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS, THE STATE OF OREGON, THE OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES, AND THEIR RESPECTIVE OFFICERS, MEMBERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES LIABILITIES, COSTS (INCLUDING ATTORNEYS’ FEES) AND EXPENSES OF ANY NATURE WHATSOEVER RESULTING FROM, ARISING OUT OF, OR RELATING TO THE INTENTIONAL MISCONDUCT, OR RECKLESS OR NEGLIGENT ACTS OR OMISSIONS OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.***
  - 2) State shall reasonably cooperate in good faith, at Recipient’s reasonable expense, in the defense of a covered claim. Recipient shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Recipient. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, State, its officers, employees or agents. State may elect to assume its own defense with an attorney of its own choice and its own expense at any time State determines important governmental interests are at stake. State agrees to promptly provide Recipient with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Recipient may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim



shall occur without the consent of State, which consent shall not be unreasonably withheld, conditioned or delayed.

## SECTION 6 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 6, and that failure continues for a period of 10 business days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

## SECTION 7 - REMEDIES

- A. Remedies. Upon any Event of Default, DAS may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
  - (1) Terminating DAS’s commitment and obligation to make the Grant.
  - (2) Barring Recipient from applying for future awards.
  - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
  - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by DAS pursuant to section 7.A will be applied first, to pay any attorneys’ fees and other fees and expenses incurred by DAS; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to DAS is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. DAS is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Contract.

## SECTION 8 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third-Party Beneficiaries.
  - (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
  - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

- (3) This Contract will be binding upon and inure to the benefit of DAS, Recipient, and their respective successors and permitted assigns.
- (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of DAS. DAS may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to DAS, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of DAS's counsel. Any approved assignment is not to be construed as creating any obligation of DAS beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract. For the avoidance of doubt, nothing in this Section 8.B(4) prevents Recipient from distributing Grant funds to contractors or subgrantees for the Project purposes described in Section 3.A.

C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

- (1) DAS makes no warranty or representation.
- (2) In no event are DAS or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DAS at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to DAS: Oregon Department of Administrative Services  
ATTN: Kate Nass, Deputy Chief Financial Officer  
155 Cottage St. NE  
Salem OR 97301  
[kate.nass@oregon.gov](mailto:kate.nass@oregon.gov)

If to Recipient: Mid-Columbia Community Action Council, Inc.  
ATTN: Kenny LaPoint, Executive Director  
312 E. 4th St.  
The Dalles, OR 97058  
klapoint@mccac.com

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Contract may not be amended without the prior written consent of DAS (and when required, the Department of Justice) and Recipient. This Contract may not be amended in

a manner that is not in compliance with the Authorization. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to DAS by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments, if any) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Survival. The following provisions survive expiration or termination of this Contract: Sections 5.C., 5.E., 5.F., 5.H., 6, 7, 8.H., 8.I and 8.K.
- L. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

**STATE OF OREGON**  
acting by and through its  
Department of Administrative Services

**RECIPIENT**  
Mid-Columbia Community Action Council, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

Sam Zeigler, Senior Assistant Attorney General, via email dated 4/15/2022

**EXHIBIT A**  
**PROJECT DESCRIPTION**

Pursuant to the Authorization, Recipient shall use Grant funds for the Project as follows:

(1) Within 90 days of receiving the Grant funds, Recipient shall enter into an agreement among Recipient, Hood River County, Sherman County, Wasco County, the City of The Dalles, the City of Hood River and any other parties to the agreement to create a coordinated homeless response system (the “System”) that consists of, at a minimum:

- (a) The establishment of a coordinated homeless response office;
- (b) An advisory board with representation from the governing body of each member government;
- (c) Specific roles of each member to support the advisory board and office;
- (d) Plans for coordination with any local continuum of care receiving funding under 24 C.F.R. part 578; and
- (e) The establishment of a centralized point of contact for the office.

(2) The System, with Recipient’s oversight, shall use the Grant funds to:

- (a) Hire necessary staff for the office;
- (b) Support coordinated communications and public engagement;
- (c) Support community outreach and policy development, including stipends for people with current or recent lived experience of homelessness;
- (d) Acquire technical assistance and capacity building, including contracting with consultants; and
- (e) Pay for other expenses reasonably necessary to meet the requirements in this Exhibit A.

(3) Within one year of receiving the Grant funds, the System, through the advisory board or each member government to the agreement, shall adopt a five-year strategic plan that will identify and set goals for addressing:

- (a) Funding to support the ongoing operations of the System;
- (b) Increasing or streamlining resources and services to people at risk of or experiencing homelessness within the participating cities and counties;
- (c) Incorporating national best practices for ending homelessness;
- (d) Eliminating racial disparities within homeless services within the service area; and
- (e) Creating pathways to permanent and supportive housing that is affordable to local populations experiencing or at risk of homelessness.

(4) No later than November 15, 2023, and September 15, 2024, the System shall provide a report to the Housing and Community Services Department, Oregon Housing Stability Council and one or more appropriate interim committees of the Legislative Assembly in the manner provided in ORS 192.245 on:

- (a) The goals adopted in the five-year strategic plan and the progress made in implementing the plan;
- (b) Other changes in homelessness services, ordinances of member governments relating to homelessness and partnerships or programs established that are specifically related to member

government actions arising out of the agreement; and  
(c) Identified challenges and opportunities relating to:

- (A) Regional coordination of homelessness services and planning;
- (B) Needs for technical assistance regarding program development or other programs from the Housing and Community Services Department; and
- (C) Addressing racial disparities through partnerships with culturally specific and responsive organizations serving populations overrepresented in experiencing homelessness, including Black, Indigenous, People of Color, federally recognized tribes and tribal members and outreach and engagement with these populations.

(5) In performing the Project tasks identified in this Exhibit A, the System shall coordinate with and develop partnerships with local and regional stakeholders, including, but not limited to:

- (a) Advocates for people experiencing homelessness and for people with lived experience of homelessness;
- (b) Community action agencies;
- (c) Housing authorities;
- (d) Affordable housing providers;
- (e) Behavioral health providers;
- (f) Law enforcement;
- (g) Educational agency liaisons for homeless children as described in 42 U.S.C. 11432;
- (h) Local Department of Human Services offices;
- (i) Courts;
- (j) Legal aid;
- (k) Coordinated care organizations, as described in ORS 414.572;
- (l) Emergency shelter providers;
- (m) Homeless service providers;
- (n) Organizations serving and advocating for veterans, homeless youth, youth exiting the foster care system, individuals exiting the criminal justice system, people with disabilities and aging adults, health care systems, domestic violence and sexual assault survivors, members of lesbian, gay, bisexual, transgender, queer or questioning (LGBTQ) communities, people experiencing behavioral health and substance use disorders, faith communities and business communities; and
- (o) The Housing and Community Services Department.

(6) In performing its duties under this section, the System shall coordinate with law enforcement, service providers and governing bodies to implement safe and humane processes to maintain public and environmental health and safety, balancing important individual and community rights.

(7) The System may use Grant funds in excess of those funds needed by the System to accomplish the requirements of the System under sections (1) to (6) of this Exhibit A to support the delivery of homeless services and shelter consistent with the five-year strategic plan, including through contracts with service providers.



## AGENDA ITEM

### Columbia Gorge Commission Climate Change Action Plan

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[PROPOSED LETTER COMMENT LETTER - BOC](#)

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[COLUMBIA RIVER GORGE COMMISSION PRESENTATION](#)

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**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](http://www.co.wasco.or.us)

*Pioneering pathways to prosperity.*

August 3, 2022

Columbia River Gorge Commission  
PO Box #730  
White Salmon, WA 98672  
(Sent by email to [connie.acker@gorgecommission.org](mailto:connie.acker@gorgecommission.org))

Subject: CRGC Climate Change Action Plan Draft

Dear Commissioners;

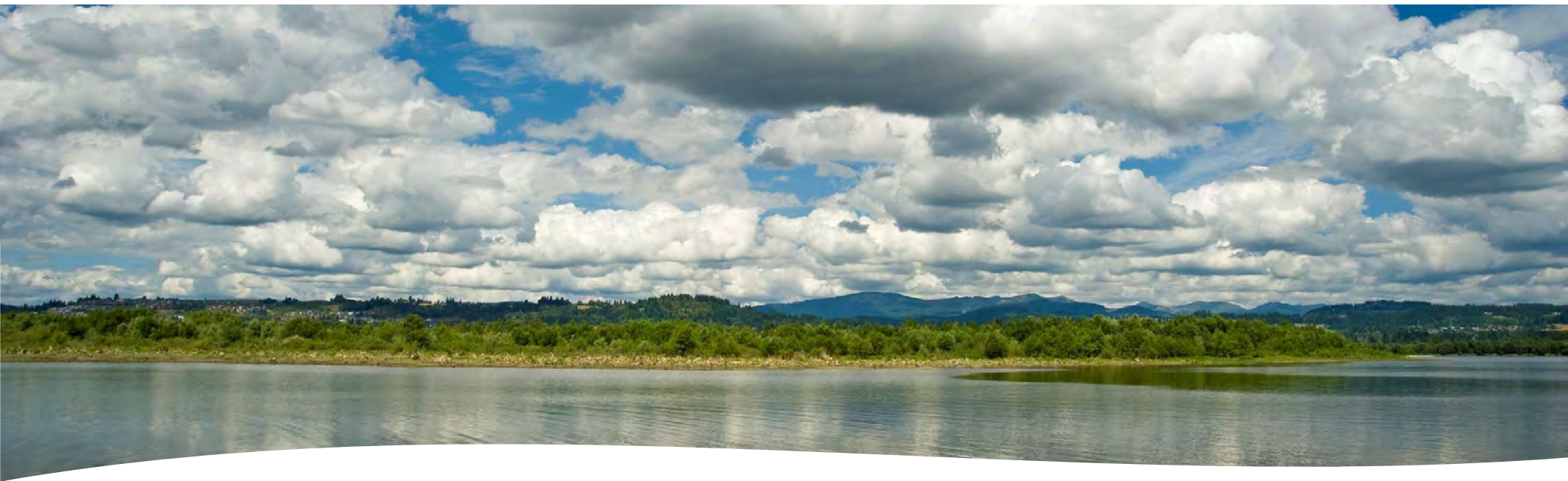
Thank you for the opportunity to provide comment on the draft Columbia River Gorge National Scenic Area Climate Change Action Plan (CCAP). We appreciate Columbia River Gorge Commissions's (CRGC) work to improve our local resiliency, and have several recommendations for ways to improve the draft.

First, we would encourage CRGC to spend more time prior to adoption soliciting input from key partner agencies and subject matter experts. Several of the recommended policies will have far reaching impacts to not only economic sectors like agriculture, forestry, and tourism, but also resource protections. The statewide planning system has, as a foundation, state agency coordination that can be leveraged to ensure drafted concepts are vetted by experts across the various disciplines. There are also many statewide or regional efforts addressing climate change and natural hazards underway that will be critical to coordinate with to ensure consistency and reduce conflict.

Second, equity impacts or thresholds for greenhouse gas emissions criteria for potential UGB expansion need to be established in order to offer clarity to local jurisdictions seeking an expansion. The Management Plan policy adopted with Gorge 2020 and the CCAP do not establish a methodology for operationalizing these concepts in a clear and objective manner. It is unclear when that methodology will be developed, which further creates an obstacle for local jurisdictions in submitting a successful application.

Finally, we support policies which seek to reduce barriers to resiliency or similar projects including permitting. Whether its riparian restoration, FireWise tree maintenance practices, or natural hazard recovery, our many partners would greatly benefit from removing full scenic area review constraints, including time and money, from the overall process to permit these critical projects.

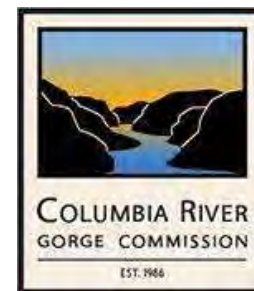
Thank you for your consideration.



# **Climate Change Action Planning for the National Scenic Area**

Wasco County Commission

August 3, 2022





# Today's Agenda

- ❖ Overview of the Action Plan purpose, scope, and approach
- ❖ How to comment on the Action Plan
- ❖ Additional time for questions about the content of the Plan and how we will be addressing the priorities in it



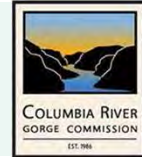
# Columbia River Gorge National Scenic Area



## The National Scenic Area Act has two purposes:

- ❖ To establish a national scenic area to protect and provide for the enhancement of the **scenic, cultural, recreational, and natural resources** of the Columbia River Gorge; and
- ❖ To protect and support 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 first purpose.

# Key Milestones in NSA Climate Change Efforts



1986  
Columbia  
River Gorge  
National  
Scenic Area



1991  
Management  
Plan for the  
NSA



2017-2021  
Gorge 2020 –  
Management  
Plan Revision

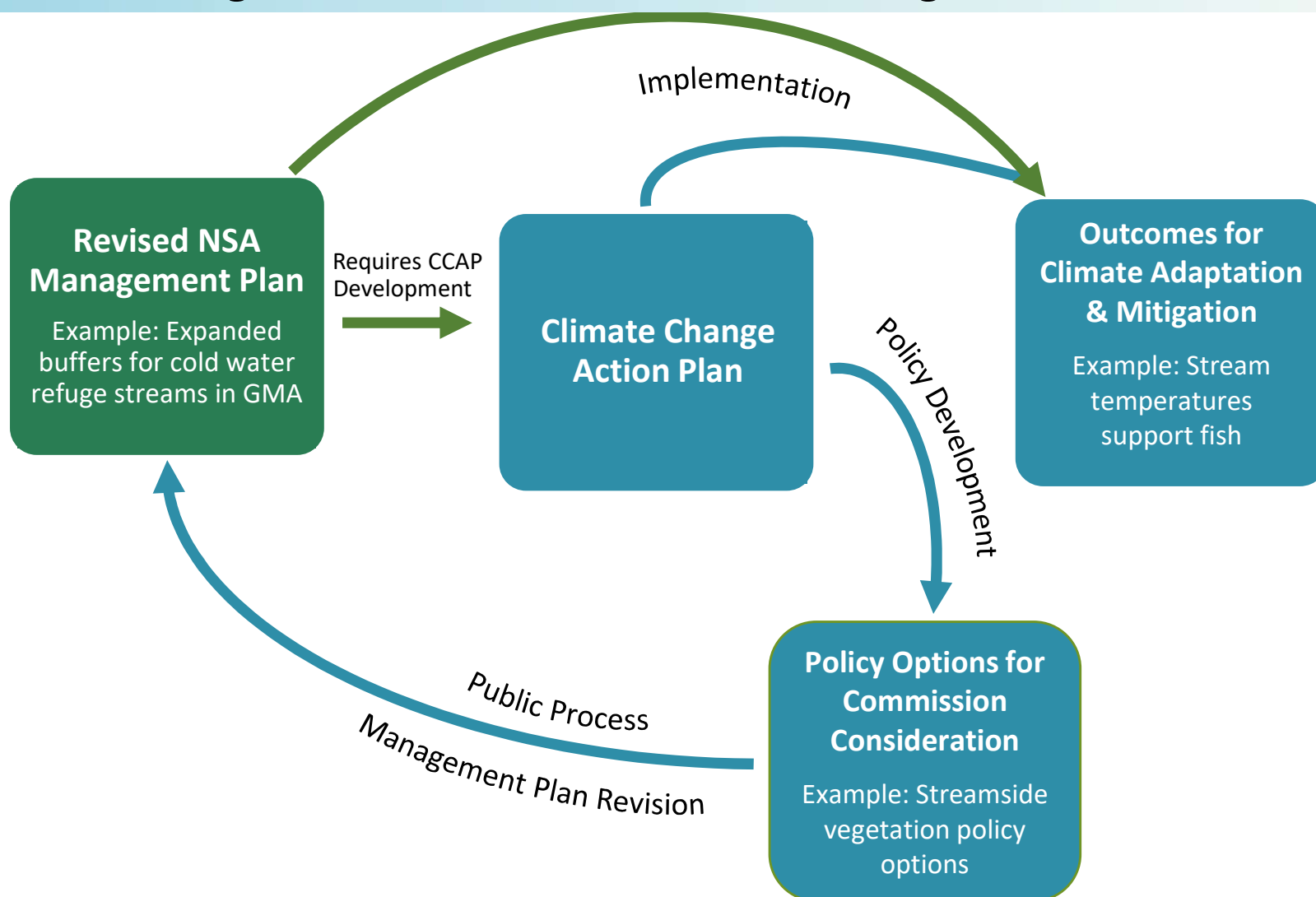


2022  
Revised Mgmt  
Plan, Climate  
Change  
Chapter



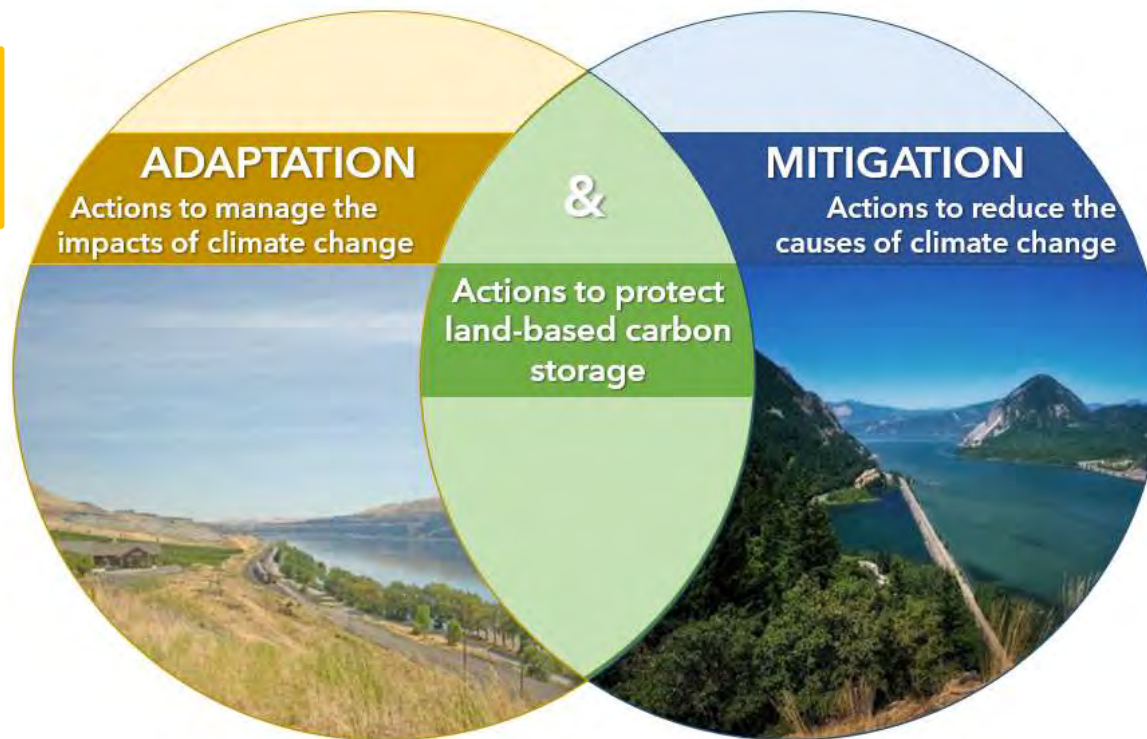
2022  
Climate  
Change Action  
Plan

# How Climate Change Action Plan Connects to Management Plan



# Scope of the Action Plan

**Objective 1:**  
Adapt to  
Impacts



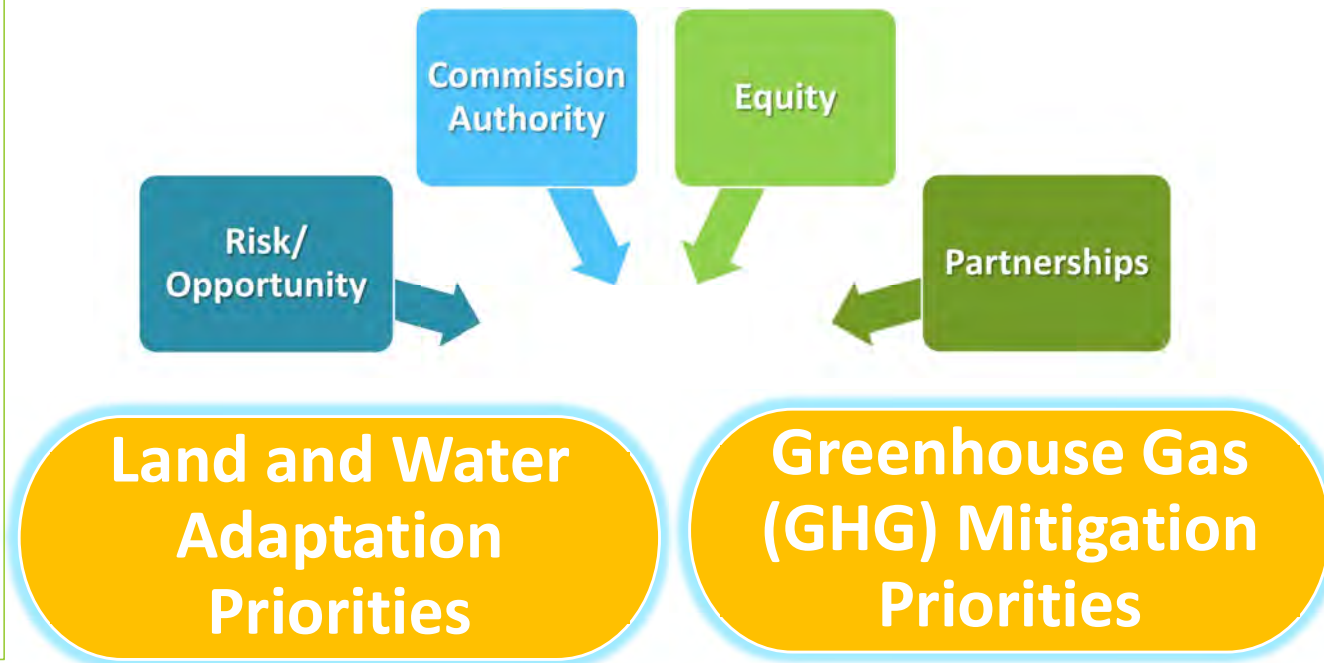
**Objective 2:**  
Mitigate GHG  
Emissions



# Setting Climate Action Priorities

## Examples of the 30+ values we assessed

- Scenic views
- Natural resources
- Cultural resources
- Recreation
- Forestry and forest products
- Agriculture
- Transportation network






# Commission Priorities

**Land and Water  
Adaptation**



**Greenhouse Gas  
Mitigation**



Cold water  
refuge  
streams and  
riparian  
habitats



Wetlands



Tribal Treaty  
Rights and  
culturally  
important  
plants



Oak  
woodlands  
and deer  
and elk  
winter range



Regional  
transportation



EV  
infrastructure

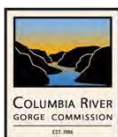


Carbon  
storage



Fire risk

# Vital Sign Indicators Program



**Purpose:** Monitoring the **health of the National Scenic Area** to assess how well we are protecting NSA resources

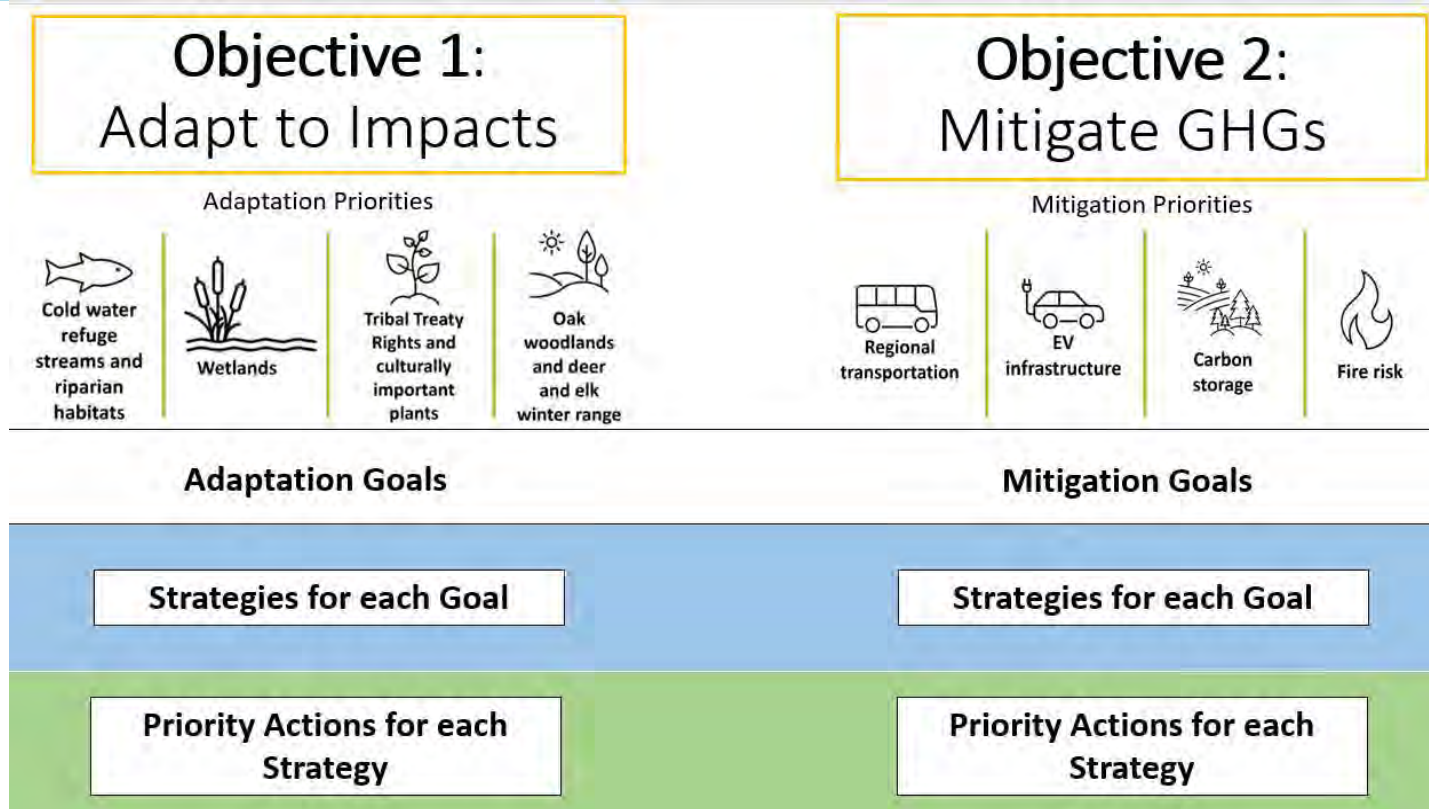


Photo credit: USDA Forest Service Air Quality Program



Photo credit: S. Richards for East Cascades Oak Partnership

# Action Plan Overview



*Flow chart for the Climate Change Action Plan*

# Cold Water Refuge Streams and Riparian Habitats

## Action Plan Goal:

By 2040, summertime water temperature on NSA CWR streams are meeting or trending towards standards for salmon and steelhead spawning.

## Action Examples:

- Reduce cost/time for enhancement permits
- Consider requirements that enhance riparian shading along streams
- Consider increasing stream buffers for new development

## Columbia River Gorge National Scenic Area: Cold Water Refuge Streams





# Fire Risk

## Action Plan Goals:

By 2025, combined efforts on public and private lands in the NSA result in at least 2,200 acres of fuels reduction treatments. By 2030, the NSA is home to at least 6 Fire Adapted Communities.

## Action Examples:

- Accelerate forest health treatments and improve outcomes of forest practices
- Work with counties and others to evaluate Fire Protection Policies
- Support partners coming to agreement on forest closure criteria and procedures
- Actively participate in the Fire Adapted Communities Learning Network, bringing relevant resources to local partners



# Oak Woodlands

## Action Plan Goals:

By 2025, critical corridors for oak woodlands and winter range connectivity are mapped and policy options are provided to the Commission. By 2030, there is no net loss of oak woodland acres or function in the NSA.



## Action Examples:

- Encourage oak enhancement projects
- Develop policy options to protect high quality oak habitats
- Increase effectiveness of mitigation requirements (direct enhancement to priority properties)



# Climate Change Action Plan

- ❖ Executive Summary
- ❖ Background
- ❖ **Part I: Adaptation**
- ❖ **Part II: Mitigation**
- ❖ **Part III: Priority Actions**
- ❖ **Part IV: Evaluation**
- ❖ Information Reviewed to Create the Plan
- ❖ **Additional appendices in progress**

# To learn more and provide feedback

Website: [gorgecommission.org/initiatives/climate-change](https://gorgecommission.org/initiatives/climate-change)

- Draft Climate Change Action Plan
- Public Information Session Details
- Additional Resources



# How to comment on the Action Plan

Email comments to [ClimateAction@gorgecommission.org](mailto:ClimateAction@gorgecommission.org) by **August 9<sup>th</sup> 2022**.

Additional comment opportunities:

**September 13<sup>th</sup> Commission Meeting** – In September or October, staff will host a work session and public comment opportunity, followed by a request for Commission adoption of the Action Plan.

## How to comment

- 1) Be specific - reference page numbers or sections of the plan
- 2) Provide suggested changes, if possible
- 3) Help us understand why you think this change is needed

## How to comment

### 3) Help us understand why you think this change is needed

- To more effectively protect and enhance the scenic, natural, cultural, and recreation resources of the NSA
- To benefit local communities and economies
- To make the Action Plan easier to read and use
- To connect better to existing plans and related efforts

# Review Committee and Advisors

- Columbia Land Trust
- Columbia River Gorge National Scenic Area – Forest Service Staff
- Columbia River Intertribal Fish Commission
- Confederated Tribes of the Umatilla Indian Reservation
- East Cascades Oak Partnership
- EcoADAPT
- Friends of the Columbia Gorge Land Trust
- Friends of the Historic Columbia River Highway
- League of American Bicyclists
- Lower Columbia Estuary Partnership
- Multnomah County Bicycle & Pedestrian Advisory Committee
- Nez Perce Tribe
- Oregon Department of Transportation
- Oregon Governor's Office
- United States Forest Service Northwest Oregon Ecology Group
- United States Geological Survey
- Washington Department of Fish and Wildlife
- Yakama Nation Fisheries
- Many other individuals and organizations

Thank you





## AGENDA ITEM

### Executive Session – Notice to Purchase Real Estate

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

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[PURSUANT TO ORS 192.660\(2\)\(E\) REAL PROPERTY TRANSACTIONS](#)

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