

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**

FEBRUARY 15, 2023

This meeting was held in person and 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: Steve Kramer, Chair
Scott Hege, Vice-Chair (virtually)
Phil Brady, County Commissioner

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

Chair Kramer opened the session at 9:00 a.m. with the Pledge of Allegiance. Chair Kramer moved the Fire District Dissolution from the Consent Agenda to the Discussion List.

Discussion Item – Fire District Dissolution

U.S. Forest Service Assistant Fire Suppression Manager Don Tschida reported that the Petersburg Rangeland Fire Protection Association was approved by the Oregon Department of Forestry (ODF) in January; they represent the 28th Association approved in Oregon. They have signed agreements with the ODF for equipment and radio frequencies. A training was provided to them earlier this month with an impressive attendance of 66 participants. The Association will be able to enter into mutual aid agreements with the Bureau of Land Management; the Fire District is unable to enter into such agreements. It is a great opportunity for the area.

Commissioner Brady commented that he appreciates that this change will upgrade the services provided.

Vice-Chair Hege asked if there are any financial benefits to being an Association. Mr. Tschida replied that the District is non-taxing as is the Association. The Association can collect dues, but the biggest benefit is that they can now apply for grants through ODF. They can apply for \$10,000 a year which can be used for equipment, clothing, etc. It provides them more options for funding and the

ability partner for mutual aid.

County Clerk Lisa Gambie explained that the current Fire District needs to be dissolved which has to go to the voters of the District; that will be on the May ballot along with the District positions. The assets of the District will come to the County for determination of distribution.

Discussion Item – Youth Think Billboard Contract

Wasco County Prevention Coordinator Debby Jones explained that Youth Think has 2 billboards in The Dalles – one in English and one in Spanish. She said the 3-year contract coincides with the grant funding that supports the cost; this also allows us to lock in the rates.

Commissioner Brady asked if they have considered expanding to more billboards. Ms. Jones replied that they do not have the funding to support more. There are other billboards available, but not with high visibility.

Vice-Chair Hege declared a conflict as his wife works for Meadow Outdoors.

{{{Commissioner Brady moved to approve the 3-year Meadow Outdoor Advertising Renewal Order and Agreement for the Bulletin Display located on 6th Street in The Dalles, Oregon. Chair Kramer seconded the motion; Chair Kramer and Commissioner Brady voted “aye,” Vice-Chair Hege abstained – motion passed.}}}}

Discussion Item – USFS Law Enforcement Agreement

Sheriff Lane Magill explained this contract is renewed every 5 years and supports the forest patrols.

Chair Kramer said that it is disappointing to not have annual increases built into the contract. Sheriff Magill stated that it has been that way for some time; however, if there is an incident that causes increased costs, the Forest Service will provide additional funding. He said there is a good relationship that has been built between the two agencies.

Vice-Chair Hege asked if this is a reimbursement contract. Sheriff Magill responded affirmatively, saying that the patrols generally begin just before Memorial Day and run through Labor Day. If there are funds remaining at that

time, they can still be used through the end of the annual cycle for incidents within the forest.

Vice-Chair Hege asked if we have someone dedicated to these patrols. Sheriff Magill answered that Reserve Officer Jay Waterbury fills that role.

{{Vice-Chair Hege moved to approve the Cooperative Law Enforcement Agreement Wasco County and the Forest Service for patrols in the Mt. Hood National Forest and the Columbia River Gorge Scenic Area within Wasco County. Commissioner Brady seconded the motion which passed unanimously.}}

Discussion Item – Finance Report

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

Vice-Chair Hege observed that the expectation of another \$1 million by the end of the fiscal year is huge. Mr. Middleton explained that it includes PILT payments, prior year collections, re-evaluations, new properties being taxed, lifting of compression and the abatement that expired which is now on the tax roll.

Vice-Chair Hege said it is important for people to understand that a significant portion of the increase in property tax revenue is the Google property that came off of the abatement program and is now on the tax roll.

Vice-Chair Hege pointed out that last year the Board adopted significant fee increases for Building Codes and wondered why we do not see that reflected in their revenue. Ms. Clark explained that the fees were adopted through an ordinance. Ordinances have a 90-day waiting period before becoming effective which means they were not being charged until January of this year. Vice-Chair Hege said it would be good to have someone from Building Codes come in to update the Board in general.

Vice-Chair Hege asked about the long-term fairground rentals that skewed the revenue numbers. Mr. Middleton responded that we had construction workers using the fairgrounds for many months.

Vice-Chair Hege said he is still curious about the low execution of revenue for that fund. Mr. Stone noted that this season is just getting underway for this year.

Mr. Middleton added that we have anticipated grant funds of \$368,000 of which we have received only a portion.

Commissioner Brady asked about the 86% execution of revenue for the Sheriff's Office. Mr. Middleton answered that they are funded by general revenue allocations plus licenses, fees, etc. They are doing well.

Mr. Stone asked about the Facility Capital Reserve Fund saying that there is a \$277,000 grant allocated to that fund. Mr. Middleton replied that we have not yet received those funds.

Agenda Item – Road Assessment Grant
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Senior Planner Daniel Dougherty reviewed the memo included in the Board Packet. He explained that the money will be used to purchase a 360° camera which will be mounted to a vehicle to acquire a visual record road inventory of the roads of public access. That work will involve Public Works and the Surveyor's Office. The second phase where the data is evaluated will include Planning, Surveyor, Public Works and local fire responders. This work will help fulfill action items in the Natural Hazard Mitigation Plan and the Community Wildfire Protection Plan.

Public Works Director Arthur Smith commented that is a great get by the Planning Department and will provide the tools to get a good look at our access for fire response and the overall conditions of the roads.

Vice-Chair Hege asked what the outcome of the data-gathering will be. Mr. Dougherty replied that they will have to create objective criteria with which to evaluate the information. They will be looking at where fuel breaks need to be created or enhanced and other standards to improve access.

Vice-Chair Hege asked if these same efforts will be applied to other county roads. Mr. Smith responded that he estimates the mileage of the roads of public access to be 125 miles. Other county roads are part of the daily maintenance plan and are reviewed on an ongoing basis. Some of the roads of public access have never been evaluated. This process will allow us to leverage all the experts to evaluate these roads for safety, general use and fire/emergency access. Once this work is complete, we will have solid data on which to base funding applications to improve these roads. Mr. Dougherty added that this is a great

way to proactively identify issues with roads that would not come to our attention unless someone submitted a permit application.

Commissioner Brady commented that fire mitigation is a worthwhile purpose and asked if there will be an opportunity for citizens to use this information to seek grants to improve public access roads that are not used for fire suppression. Mr. Dougherty responded that this will open an array of opportunities for repair as it will support grant applications.

{{{Commissioner Brady moved to approve the Hazard Mitigation Grant HMGP-DR-4562-53-F-OR for Wasco County Public Access Road Inventory and Fire Risk Assessment. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item – GIS Fall ORMAP/Polk County IGA

County Surveyor Brad Cross reviewed the presentation included in the Board Packet. Some discussion ensued regarding the moving of lot lines to the dots representing the corner markers of the lot/parcel. Mr. Cross noted that in some areas the lines are 15 feet off while in others they are as much as 100 feet off. He said they have collected nearly all the points needed and should be able to finish that portion of the project by the end of June. We receive two grants per year to fund this work.

Survey and Engineering Technician Ivan Donahue referred to the area of the map in pink – that is where we had Lane County do the remapping portion of the project. However, in 2018 Lane County discontinued offering the remapping service at which point we began looking for vendors to do the work. We were unable to find anyone; so, we considered bringing the work in-house. He explained that he has had nearly 4 years of training now and will be able to do the remapping. However, our data is in the ESRI Arc system and will need to be converted to ArcPro which is the system everyone in the state is moving to. The current Arc system will no longer be supported in just a few years.

Mr. Donahue went on to say that the grant before the Board today will allow us to convert our data. They are asking to contract with Polk County to have the data converted. Once we have the converted data, he will be able to begin the process of remapping which should be completed in 5-6 years.

Mr. Cross added that the more accurate maps will be rolling into the system over the next 5-6 years – we hope to get the funding to continue to do the work.

County Assessor and Tax Collector Jill Amery said we still have a contractor doing our map maintenance. Once the remapping is complete, we hope to bring the map maintenance in-house. Mr. Cross pointed out that we may be able to generate revenue by offering our services for map maintenance.

Vice-Chair Hege asked if we continue to use our drone. Mr. Cross responded that we use it for volume surveys; we have used it to map the fairgrounds and will be using it for the Hodges property work.

{{{Commissioner Brady moved to approve the Department of Revenue ORMAP IGA #DOR-243-22. Vice-Chair Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Brady moved to approve the IGA between Polk County and Wasco County for the provision of GIS Services. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda – GIS Fee Waiver Request
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GIS Coordinator Tycho Granville reviewed the memo included in the Board Packet. He explained that the GIS program is largely funded by Wasco County but is also supported through agreements with Sherman County (since 2007), City of The Dalles, Mid-Columbia Fire and Rescue (MCFR), and North Wasco PUD (the last three since 1999). Since the partners provide funding, we contact them for input on fee waiver requests; however, the Board of Commissioners has the final say. He said the City of The Dalles supports a full waiver; MCFR supports a partial waiver; PUD responded with a flat denial; and Sherman County supports providing stripped data which would render the information virtually unusable. He explained that the requestor is planning to use the information for his doctoral dissertation. The value of waiver is \$1,508 each for Sherman and Wasco County data sets.

Sam Williamson, requesting the waiver, said he is a student of the University of Maryland's Department of Environment and Agriculture. He wants to analyze how neighbors' program adoption decisions impact neighboring landowners' decisions. He explained that Oregon is unique in offering a network bonus that

provides a financial incentive when geographical groups of landowners all sign up for the program. Wasco and Sherman Counties are two of the most active in the state for conservation enhancement programs. It is important to have the data. While he can already see who is enrolled now, he cannot see who is not enrolled which is necessary to understand their adoption decisions. The data will provide characteristics of the properties such as what kind of crops are cultivated, the soil quality, etc. He said his paper is concentrated on practices in Oregon.

Commissioner Brady asked how often we get these requests. Mr. Granville answered that this is the 8th since 2003 – one was waived, one was discounted and the other five were denied.

Mr. Williamson volunteered that in this analysis, none of the sensitive information will be shared.

Mr. Stone stated that historically, one of the litmus tests is whether or not the requestor is going to profit from the data. He said that if the Board grants the waiver, he would ask for a non-disclosure agreement.

Vice-Chair Hege asked if the eventual outcome will be information that will be helpful to the public. Mr. Williamson replied that in academia there is a lot of research on network bonuses. They have not been used in practice anywhere but Oregon. There is a lot of interest from public policy makers to understand the outcomes of these programs. The literature indicates that the environmental benefits are great if you get more people in an area participating.

Vice-Chair Hege asked if there will be any commercial or financial benefit he will receive from this work. Mr. Williamson said only in that it will support the completion of his PHD.

Vice-Chair Hege asked what it would mean if he had to pay for the information. Mr. Williamson said that he does not have funding through the program. He is a part-time intern with the USDA and gets project funding through that. The cost of the GIS data represents about 10% of his budget.

Chair Kramer asked if this work also includes orchardists. Mr. Williamson replied that the program targets riparian areas; any agricultural operations in a riparian area would be eligible. Commissioner Brady commented that he knows some orchardists that are participating.

Vice-Chair Hege said that based on all we have had previously, this request is reasonable as it is research without a revenue element. He said he is open to a full or partial waiver.

Commissioner Brady agreed that a waiver is justified. He said it is difficult to give weight to the PUD denial as it has no information indicating why they recommend denying the waiver. Mr. Granville explained that the PUD always responds with a flat “No.” Commissioner Brady recommended a full waiver. Mr. Stone asked that a confidentiality agreement be part of the motion.

{{Chair Kramer moved to approve a full waiver to Sam Williamson for the provision of GIS data from Wasco & Sherman Counties with the caveat that a fully executed confidentiality agreement be in place prior to the provision of data. Vice-Chair Hege seconded the motion which passed unanimously.}}

**Agenda Item – Mid-Columbia Houseless Collaborative & HB4123
Strategic Plan**

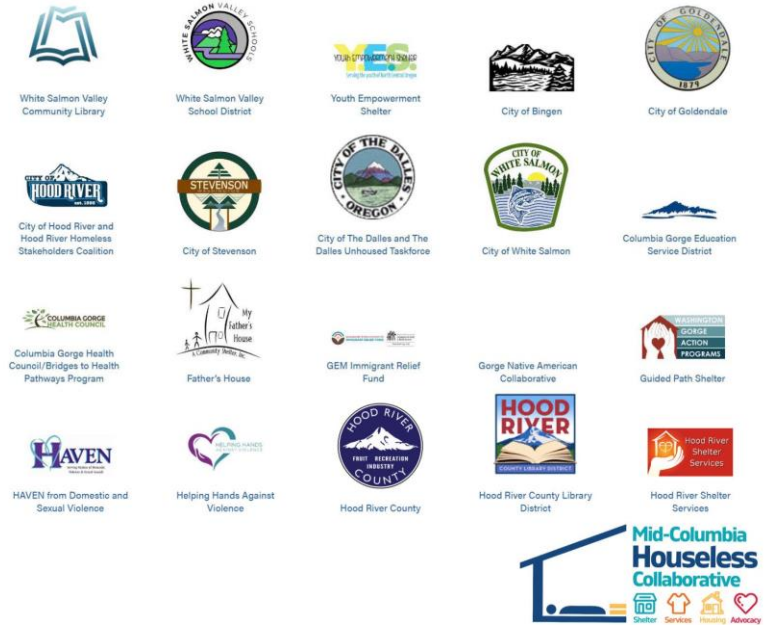
Mid-Columbia Community Action Council Executive Director Kenny LaPoint explained we are one of 8 communities that are part of a pilot program established through House Bill 4123. Since we were already in the process of developing a Strategic Plan with funding from Providence, we asked to join the program and use the money to implement our plan for Wasco, Hood River and Sherman Counties as well as the Cities of The Dalles and Hood River. He said they have included Klickitat and Skamania Counties as collaborators, represented here today by Executive Director Leslie Narramore and Jennifer Pauletto of Washington Gorge Action Programs. We are the first to release our strategic plan which was approved by the advisory committee. He said he, MCCAC Director of the Office of Housing Stabilization Kelli Hovarath, Ms. Narramore and Ms. Pauletto are here today to present an overview of that plan.

Ms. Hovarath, Ms. Narramore and Ms. Pauletto reviewed the presentation:

Destination: Home

Collaborative Planning Participants

Mid-Columbia Community Action Council (MCCAC) and Washington Gorge Action Programs (WAGAP), the lead homeless service providers in the Mid-Columbia region, convened the Collaborative beginning in early 2022.



Background

To date, there have been multiple, localized efforts to collaborate on work to prevent and end houselessness. However, this work has yet to be thoroughly coordinated across the five-county Mid-Columbia region, resulting in fragmentation across communities.

That's why the Mid-Columbia Houseless Collaborative was founded.

- Rising rates of housing insecurity and houselessness in Oregon and Washington
- Housing supply has lagged while demand has grown
- Investors have begun buying up more single-family homes
- Rents have sky-rocketed
- Houselessness has become more complex—chronically houseless population has greater needs
- Disproportionate impacts on traditionally underserved communities



Vision

The Mid-Columbia Houseless Collaborative envisions a region with equitable opportunities and support, where everyone who needs stable housing can find and afford it—especially communities who have faced disproportionate barriers to housing—so everyone can achieve the best quality of life possible.



Collaborative Planning Participants

Nearly 40 organizations, plus individuals with lived experience with houselessness, helped build the foundation for the Collaborative and create a strategic plan between January -September, 2022.

Beginning July 1, 2022, HB 4123 (Oregon) funds supported launch of Office of Housing Stabilization to help coordinate this effort.



Values

Compassion and humanity are at the core of our work. As a collaborative, we recognize the hardships that houseless community members experience and the common humanity we all share, regardless of our housing status.

We value **collaboration and partnership**; working together helps us provide greater support to houseless and unstably housed community members.

Advocacy allows us to do more to support the vulnerable populations we serve when we champion strategic investments, projects, and policy changes.

We elevate **diversity, equity, and lived experience**. We cannot do this work without acknowledging the disproportionate barriers the housing crisis has created for communities of color and other traditionally marginalized populations. We cannot effectively advocate for solutions without lifting up the voices of those who are or have been houseless.

We value **tenacity and perseverance**. Houselessness is a complex issue that cannot be solved overnight; we acknowledge that this work requires visionary leadership and resilience.



Mission

Through collaboration and advocacy, we work to reduce houselessness in the Gorge by expanding housing capacity and ensuring supportive services are provided in culturally affirming ways that uphold human dignity.



Equity Statement

Owning our History

The Mid-Columbia Houseless Collaborative is aware that housing inequities are rooted in our country's history. When colonizers displaced the first people of these lands, a base of racial and other inequities was built for future generations who call this place home. Our Collaborative recognizes not every person is born with the same opportunities to succeed, and because we care about people and our human rights, we must adjust our work to help solve these disparities. Further, we know each of us holds onto beliefs about people that are biased, flawed, and need to be challenged in a healthy and just way.

Committing to Equity

We know our differences in race, ethnicity, national origin, ancestry, language, skin color, disability, family or marital status, gender identity, sexual orientation, language, physical or mental ability, traumas, politics, religion, socio-economic status, veteran status, and other identities make each of us unique and valuable members of our community. We believe basic human rights include equitable access to safe and easy to afford housing, and other tools that help people get into and stay in housing: health care, education, living wage jobs, social services, and more. We also believe inclusion is key to helping all people in our community to feel valued and have a sense they belong. As a Collaborative, we commit to equity by working with partners in our region to engage fully in efforts to end poverty and houselessness. To achieve equity in our housing work, we will:

- Find and address root cause(s) of inequity, in our work and our own lives
- Improve housing systems where personal identities predict inequitable outcomes
- Use data to drive decisions and focus resources so equity is not just a concept, but a practice
- Include the voices of people who are or have been houseless, with a focus on Communities of Black, Indigenous, and other People of Color (BIPOC)



Strategic Plan

Four key goal areas:

- Shelter
- Services
- Housing
- Advocacy



Goal Area 1: Shelter

When someone becomes houseless, having a safe place to go matters. So do services that help people get back into housing quickly. We must make sure shelters in our area have the funding they need to keep their doors open. We can also set shelter guests up for more success if we help cover the costs for them to find housing again. Most importantly, we should give them other tools they need to stay housed.

Strategic Priorities:

- ☐ Build better systems to coordinate shelter placements and services that help end houselessness
- ☐ Make sure our region has enough funding to provide shelter, treat shelter staff well, and help shelter guests find housing quickly



Goal Area 3: Housing

For too many people in our region, especially people of color and other underserved communities, paying for housing has become very tough. Housing supply does not match demand, investors are buying more homes, and prices are high. Rent is going up. The idea of becoming houseless is getting more familiar for our friends, families, and neighbors. We cannot address houselessness if we do not protect and expand accessible housing that people can afford.

Strategic Priorities:

- ☐ Make it easier to build housing that low-income households can afford— and construct at least 262 affordable, accessible housing units in the five-county Mid-Columbia region by 2027
- ☐ Preserve the region's existing supply of affordable housing
- ☐ Help people of color and other underserved populations access housing
- ☐ Help leaders and the public understand the need for more affordable, accessible housing



Goal Area 2: Services

Tools that enhance people's overall way of life make them more likely to find housing, and to avoid being houseless again. Those resources could relate to housing-like help paying rent. Or they could address other needs-like job training, affordable childcare, a reliable way to travel to work, mental health services, or paperwork in a language someone knows. To help houseless people get and stay housed, we should expand services in our area. Service providers can also be the most helpful if we respect people's cultures and their experience being houseless.

Strategic Priorities:

- ☐ Improve access to resources houseless people need by asking them what would be helpful, and by valuing their culture
- ☐ Add more services in our area that help people who need behavioral health care, support after leaving jail or prison, housing that makes it easier to recover after a health event, and resource navigation
- ☐ Make it simpler for service providers to coordinate care



Goal Area 4: Advocacy

We need support at all levels to do this work. Growing houselessness is not an individual problem. It affects us all. It also costs our economy resources that we could save by working together. We need to address this issue with the help of the public, non-profits, small businesses, community leaders, governments, tribes, landlords, programs that do culturally responsive work, private donors, and people with first-hand experience being houseless.

Strategic Priorities:

- ☐ Explain the need for our work to build community support
- ☐ Use data to challenge myths about houselessness and teach people about the impact our region's housing shortage has on all of us
- ☐ Advocate for funding and policies that help us make real progress on these issues



Other Key
Projects that
will Promote
Housing
Stabilization
in our Region

Navigation Center

Timeline: Groundbreaking in Mar. 2023, open late 2023

Groundbreaking and Project Name Announcement

When: March 24th, 2023; 11am-12noon

Where: 2505 W. 7th St., The Dalles, OR

MCCAC's SERVICE PARTNERS:

Oregon Human Development Corporation

Columbia Gorge Health Council/Bridges to Health
Pathways Program

Oregon Department of Human Services

Nch'i Wana Housing

Mid-Columbia Center for Living

One Community Health

For more info visit: www.mccac.com/navigation-center



Implementation

We will continue to convene regularly to execute detailed work plans in each of our strategic goal areas, evaluate our progress, and make updates to the plan as new challenges and opportunities arise.

- ☐ Support workgroups to act on specific goal areas and strategic priorities
- ☐ Fully staff the Mid-Columbia Office of Housing Stabilization and develop/execute workplans
- ☐ Coordinate work with relevant partner organizations/governments
- ☐ Provide Collaborative members, including lived experience workgroup and House Bill 4123 Advisory Board members, with quarterly reports linked to the goals outlined in strategic plan
- ☐ Conduct annual listening sessions to get feedback about headway made on the Collaborative's strategic plan and equity commitments





Other Key
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Project Turnkey 2.0 Site: "The Annex"

Timeline: Conversion beginning Feb. 2023, open
mid-2023

Oregon Motor Motel site acquired Feb. 1st by
MCCAC using Project Turnkey 2.0 funds from Oregon
Legislature and Oregon Community Foundation

Will serve as Navigation Center "Annex" once
rehabilitation/conversion work is complete

Focus: transitional housing/shelter units
(approx. 100 beds) + on-site, coordinated housing
stabilization services

For more info visit: [www.mccac.com/project-
turnkey](http://www.mccac.com/project-turnkey)



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Project Turnkey 2.0 Site: "The Annex"

Funding for operations and client assistance

- MCCAC's existing shelter operations and hotel voucher funding
 - Approximately \$535K annually
- Oregon Human Development Corporation (OHDC, culturally specific)
 - Approximately \$100K annually
- Mid-Columbia Center for Living (MCCFL, Behavioral Health)
 - Approximately \$200K annually
- Department of Housing and Urban Development (HUD)
 - \$969,600.00 award received on 2/2/2023 for next 3 years
- Columbia Gorge Health Council
 - \$155,000 for first year of operations
- In progress: PacificSource Foundation and Columbia Gorge COO
 - Letter of interest submitted, invitation received to apply for Foundation grant due next week
- In discussions about billing some Peer Support and Community Health Worker staff time to Medicaid longer-term



Other Key
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in our Region

Project Turnkey 2.0 Site: "The Annex"

Renovations

- Approximately \$1.2 million in renovation being completed with local contractors being hired whenever possible. Motel renovations funded by the Oregon Community Foundation.
 - Roof
 - Siding
 - Exterior Painting
 - Heat and AC in 39 rooms
 - Bathroom fans and ventilation
 - Six new commercial water heaters
 - Manager's Office #1 complete remodel
 - Parking lot
 - Add two ADA rooms
 - Resurface upper decking and walkways
 - New upper floor railing and posts



Ms. Hovarath stated that they are committed to working with local leaders and state legislators for policy and funding. They do not want the plan to collect dust so are focused on implementation. They are working with groups to tackle projects and hiring staff to drive the work and accomplish goals. We need housing that does not go above 30% of wages which can have a significant impact on seniors, working families and the disabled.

Mr. LaPoint noted that there has been some concern around the sustainability of funding. He said that they have hired a Resource Development Coordinator to help find funding. He said they are proud to say that they have brought in over \$1 million outside of the Turnkey Program which represents \$4 million of revenue. He announced that groundbreaking for the Navigation Center will take place on March 24th at 11 a.m. at 2505 West 7th Street in The Dalles.

Mr. LaPoint went on to say that they just closed on the Oregon Motor Motel which will be used for transitional housing. This is part of Project Turnkey which is designed to give communities the ability to acquire hotels/motels. Funding is needed to rehabilitate the property; they did not want to close without that funding which has been secured. He said the Oregon Motor Motel was already being used for temporary housing; MCCAC will now oversee the operation and provide services. The pool will be torn out and the facility will provide 50 family transitional shelter beds with 24/7 onsite management. Rehabilitation work began yesterday.

Commissioner Brady asked if any people will be staying there during site rehabilitation. Mr. LaPoint replied that there will not be anyone staying there until the major issues have been addressed. He said MCCAC will be moving the Pallet Shelters from their current location at the city owned Public Right of Way (ROW) on Terminal Ave. and Bargeway to the Navigation Center site at 2505 W. 7th St. in The Dalles. The city owned ROW will then cease its use in providing shelter. Once the Congressionally Delegated Spending funding is received by MCCAC, they will replace the pallet shelters with stick built tiny homes at the Navigation Center. The pallet shelters will then go into storage to be used by the community in emergency response situations. There will be rules and behavioral expectations.

Chair Kramer asked about participation by Columbia Gorge Community College. Mr. LaPoint replied that once the pallet shelters have been moved, the College's construction trades program will build stick-built tiny houses which will be located at the site currently occupied by the pallet shelters.

Chair Kramer commented that he is happy to hear that the Strategic Plan is a working document. He went on to say that the Emergency Declaration included in the packet has been requested by the Governor in order for us to participate in the State of Oregon Declaration of a Homeless State of Emergency through the State of Oregon's Executive Order 23-02 which will provide resources to keep more Oregonians from falling into homelessness, thus requiring immediate action in order to create replacement and additional housing and shelter, and in order to support the necessary infrastructure, operational resources and laws required to protect and provide that shelter and housing.

Vice-Chair Hege asked how the resolution will be conveyed to the State. Wasco County Emergency Manager Sheridan McClellan replied that as soon as he receives the signed declaration, he will send it to the State. Chair Kramer noted that there are also some participation criteria we must meet; Mr. LaPoint has provided that information.

Commissioner Brady commented that it would have been helpful to have a Regional Solutions person in place. Chair Kramer said we have lobbied for that position to be filled by the same person who served under the last Governor.

{{Vice-Chair Hege moved to approve Resolution 23-002 declaring and emergency as a result of houselessness. Commissioner Brady seconded the motion which passed unanimously.}}

Consent Agenda – 12.21.2022 Minutes/Billboard Contract/Appointments

Chair Kramer removed the Billboard Contract from the Consent Agenda as Vice-Chair Hege declared a conflict due to the fact that his wife is employed by Meadow Outdoors.

{{{Vice-Chair Hege moved to approve the consent agenda without the Billboard Renewal Contract. Chair Kramer seconded the motion which passed unanimously.}}}

{{{Chair Kramer moved to approve the Youth Think Billboard Contract Renewal for the Union Street Billboard. Commissioner Brady seconded the motion. Chair Kramer and Commissioner Brady voted “aye;” Vice-Chair Hege abstained. Motion passed.}}}

Commission Call

Vice-Chair Hege said he is going to D.C. in March with the Community Outreach Team. He announced that he will not be able to attend the March 1st meeting in person as he is the coach for The Dalles Ski Team and will be at the State Championships. He said he will try to join remotely.

Commissioner Brady reviewed a slide presentation (attached) saying that a grant has been secured for 85% of the funding to address the leaking Mosier deep wells. He noted that he has now met with all the local Mayors. On April 3rd, there will be a town hall on homelessness to be held at the Discovery Center. He attended the Lincoln PowWow. He said he is learning a lot.

Chair Kramer said AOC is busy with the legislative session. A Special Ops group has convened around access to broadband – legislation needs to change in order to access federal funding. He said this is the first time in his tenure that he has seen Special Ops activated.

Chair Kramer adjourned the meeting at 11:22 a.m.

Summary of Actions

MOTIONS

- **To approve the 3-year Meadow Outdoor Advertising Renewal Order and Agreement for Bulletin Display located on 6th Street in The Dalles, Oregon.**
- **To approve the Cooperative Law Enforcement Agreement Wasco County and the Forest Service for patrols in the Mt. Hood National**


Forest and the Columbia River Gorge Scenic Area within Wasco County.

- **To approve the Hazard Mitigation Grant HMGP-DR-4562-53-F-OR for Wasco County Public Access Road Inventory and Fire Risk Assessment.**
- **To approve Orders 23-001, 23-002 and 23-23-003 appointing Scott Hege and Phil Brady to Northern Oregon Corrections Board of Directors and Steve Kramer to the Mid-Columbia Center for Living Board**
- **To approve the Department of Revenue ORMAP IGA #DOR-243-22.**
- **To approve the IGA between Polk County and Wasco County for the provision of GIS Services.**
- **To approve a full waiver to Sam Williamson for the provision of GIS data from Wasco & Sherman Counties with the caveat that a fully executed confidentiality agreement be in place prior to the provision of data.**
- **To approve Resolution 23-002 declaring and emergency as a result of houselessness.**
- **To approve the consent agenda without the Billboard Renewal Contract.**
- **To approve the Youth Think Billboard Contract Renewal for the Union Street Billboard.**

Wasco County
Board of Commissioners



Steven D. Kramer, Commission Chair



Scott C. Hege, Vice-Chair



Philip L. Brady, County Commissioner



DISCUSSION LIST

[YOUTH THINK BILLBOARD AGREEMENT](#) – Debby Jones

[USFS LAW ENFORCEMENT AGREEMENT](#) – Lane Magill

[FINANCE REPORT](#)– Mike Middleton



DISCUSSION ITEM

Youth Think Billboard Renewal

[36-MONTH BILLBOARD RENEWAL AGREEMENT](#)

[MOTION LANGUAGE](#)

**RENEWAL**

P.O. BOX 331 • THE DALLES, OREGON 97058 • 541-296-9684 • FAX 541-296-1855

ORDER AND AGREEMENT FOR BULLETIN DISPLAY

This Order and Agreement (hereinafter "Agreement") is effective on the date signed by Meadow Outdoor Advertising, (hereinafter "Meadow") after acceptance by Client/Agency. Client/Agency does hereby authorize and instruct Meadow to produce in good and workmanlike manner and to maintain the outdoor display described below at the price per month indicated on this Agreement. Client/Agency agrees to pay for the advertising space per the terms of this Agreement. This Agreement provides for 36 (thirty-six) continuous months of advertising, subject to the provisions of Paragraph 1 of the Standard Conditions/Exhibit A, which is incorporated by reference.

The term for this Agreement will commence on June 21, 2023. Client/Agency agrees to pay for the advertising displayed from the term start designated in this Agreement, to the end of the designated periods in this Agreement. Each monthly payment is due and payable in advance on or before the first day of each calendar month.

CLIENT/AGENCY Wasco County - YouthThink ADVERTISER YouthThink

DESCRIPTION OF LOCATION	CLASSIFICATION	SIZE OF DISPLAY AREA	RATE PER MONTH
The Dalles L#95645	Illuminated	10.5 x 24'	1 st Yr. \$640.00 (net)
6th St. SL 800'	SMARTLINK		2 nd Yr. \$672.00 (net)
E/O Cherry Hts. Rd.			3 rd Yr. \$706.00 (net)
Panel 2 East Facing			

Additional productions and installations ordered by the client will be \$527.00 (net) each.
Standard conditions terms apply to payment.

A) Meadow will provide one artwork design, initial vinyl production and initial installation at no cost for each 12 month term, with elements that have been provided the Client/Agency. See provision #2 of the Standard Conditions/Exhibit A for design and production charge information.

B) This Agreement will continue on a month-to-month basis after the term stated above unless Client/Agency or Meadow provides written notice of non-renewal no less than 60-days prior to the end of the term. Termination of this month-to-month continuance shall be accomplished by Client/Agency giving Meadow a 60-day written notice. Termination to be made effective at the end of two full billing cycles after the date of notice. Meadow may issue a written notice of termination by giving a 30 day written notice to Client/Agency to terminate the month-to-month continuance at the end of the next full billing cycle.

Client/Agency hereby contracts for the outdoor advertising services described above upon the terms set forth above and on PAGE 2/EXHIBIT A which Client/Agency hereby acknowledges and confirms receipt of by executing in the space provided below.

PRINT OR TYPE ALL SPACES EXCEPT SIGNATURE LINES

AGENCY

DIRECTMEADOW
SALESPERSON: Todd Rogers

ACCEPTED:

CLIENT/

AGENCY:

Wasco County - YouthThinkEMAIL: trogers@meadowoutdoor.comPHONE: 503-998-7889

DATE

SALES OFFICE:

SIGNATURE

ADDRESS P.O. Box 331 CITY The Dalles

TITLE

STATE OR ZIP 97058 PHONE 541-296-9684

PRINT NAME

This contract is not binding on Meadow until accepted by the General Manager

(ENTER ADDRESS TO WHICH INVOICES SHOULD BE SENT)

ACCEPTED: MEADOW OUTDOOR ADVERTISING

ADDRESS 200 E. 4th Street

BY _____ DATE _____

CITY The Dalles STATE OR ZIP 97058_____
(Authorized Meadow Signer - Print Name)PHONE 541-506-2673 FAX _____

(REV 5.1.22)

ALT. PHONE/EMAIL _____

EMAIL debbyj@co.wasco.or.us

STANDARD CONDITIONS/EXHIBIT A

IT IS AGREED THAT THE FOLLOWING PROVISIONS ARE INCORPORATED INTO AND MADE PART OF THIS CONTRACT BY REFERENCE.

1. By signing this agreement, the Client/Agency is solely responsible for and agrees to furnish print ready design material or artwork for the proper execution of a new bulletin display. Meadow will commence billing upon installation, or thirty (30) days from the date of the acceptance of this Agreement by Meadow, whichever comes first, or any day thereafter. If a specific commencement date is stipulated for a new bulletin display, that date shall be the billing commencement date regardless of the date artwork is received. Client/Agency agrees that Meadow has up to five days to complete installation of received vinyl from any stipulated commencement date. If this is a renewal agreement, billing shall continue as stipulated in the Agreement regardless of the actual reprint date, if any.
2. Upon receipt of design materials from Client/Agency, one (1) initial artwork design will be prepared for customer approval. The first revision to the initial artwork is free; subsequent revisions will be billed at \$65.00 each. The rate per month includes 1 (one) vinyl production and installation per twelve (12) month contract term. Client can purchase additional vinyl productions and installs at current Meadow rate card. Extensions and tack-on prices will be quoted upon request. All vinyl, extensions and tack-ons produced or installed by Meadow shall become the property of Meadow. Extensions are unique for each application and cannot be reused for subsequent vinyls. Extensions supplied by Meadow are guaranteed for replacement for one year. Vinyls supplied by Meadow are guaranteed for replacement for one year.
3. Upon completion of each display, Meadow shall bill Client/Agency in advance for the rate per month thereof in equal monthly amounts. Each payment shall be due and payable on the first (1st) day of each calendar month. Any pro-rata amount due for the advertising from the date of installation to the beginning of the first (1st) full calendar month of the term shall be separately billed to and paid by Client/Agency. Time is of the essence in the payment of charges due from Client/Agency hereunder. In the event payment is not received within fifteen (15) days after the due date, Meadow may in addition to the amount due, assess a late charge equal to 5% of the unpaid amount, and the unpaid amount shall accrue interest at the rate of 18% per annum, computed from the due date until the date of payment is received by Meadow. Production pro-rata payments are subject to the same payment terms. Client/Agency shall pay in full any unpaid pro-rata production before a transfer or Resale is offered.
4. Any payment not made within fifteen (15) days of the date due will constitute default in this Agreement. Should Client/Agency default on any of the payments when due hereunder, Meadow, in addition to its other available remedies, will be entitled to discontinue service on the bulletin covered by this Agreement without further notice, and sell it to other advertisers. Meadow may elect to remove the Client/Agency copy from the bulletin and install Meadow self-promoting copy such as "Advertise-Here" in order to facilitate the sale of the advertising space to other advertisers. In the event of default by Client/Agency, in addition to any other remedies available to Meadow hereunder, Meadow may elect to bill Client/Agency for the balance of the rate charges for the period covered by this Agreement. In that event, Meadow's damages shall be the difference between the rates charged for the balance of the period, less any amounts actually recovered by Meadow through resale of the bulletin to other advertisers. In addition, a charge equal to 20% of the Agreement amount shall be added and billed to Client/Agency to cover Meadow's anticipated administrative expenses and other costs in re-selling the bulletin. In the event of default, pre-paid amounts may be applied to any and all sums owing under the terms of the agreement at the sole discretion of Meadow.
5. If any advertising location specified in this Agreement is lost during the term of this Agreement, Meadow may, subject to the approval of Client/Agency, provide Client/Agency with a replacement location of at least equal advertising value. In the event Meadow determines that a suitable location is not readily available, Meadow shall have the option to terminate this Agreement. In the event of any temporary loss or reduction of service, this Agreement shall be extended beyond the termination date herein provided for a period of time equal to the time of the loss of service. All prorated charges and credits are to be computed on the basis of a thirty (30) day month.
6. Illuminated bulletins are to have Standard Illumination (Dusk to Midnight). Illumination past midnight can be provided at an additional charge. Credit will be granted for temporary loss of illumination, in the amount of 15% of the prorated daily space rate for each day illumination is not provided. Credit will be granted for the time period beginning with the date Meadow receives written notification of illumination loss from Client/Agency, to the date that the illumination has been restored/repaired.
7. In the event Meadow, for whatever reason, is unable to deliver any portion of the service called for in this Agreement, Meadow may, as its option, eliminate that service from this Agreement and credit Client/Agency for that portion of the service not delivered. If Meadow, for whatever reason, wishes to terminate this Agreement, Meadow may do so by removing the display and prorating the fees invoiced to Client/Agency up to the day before the day the display was removed.
8. Meadow reserves the right at any time, either before or after printing or painting, to censor, reject or withdraw any advertising copy under this Agreement. Client/Agency or Customer each agree to defend, indemnify and save Meadow harmless from any and all loss, liability, claims and demands arising out of the character, contents, and subject matter of any copy displayed pursuant to this Agreement, which duty of indemnification shall include defense of Meadow by legal counsel reasonably acceptable to Meadow at the sole cost and expense of the Client/Agency or Customer. This duty of indemnification will survive any termination of this Agreement.
9. Any delay by Meadow in the performance of this Agreement as a result of the acts of God, force majeure or other cause beyond the control of Meadow, including but not limited to strike, work stoppage, picketing, damage or other action by a labor organization or employee thereof, shall not constitute a ground for cancellation. In the event service is lost as a result of the foregoing, Client/Agency's sole remedy hereunder will be an appropriate credit for the delay in the form of extended service as provided in Paragraph 5 of this Agreement.
10. This Agreement represents the entire Agreement between the parties. No modification of this agreement will be valid unless in writing and signed by the parties. Meadow shall not be bound by any promises, representations or agreements not expressly incorporated herein.
11. Failure of either party at any time to require performance of any provision of this Agreement, shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.
12. Neither the rights nor the duties of the Client/Agency herein may be assigned or delegated without the prior written consent of Meadow first had obtained. Subject to the foregoing, this Agreement, at Meadow's option, shall be binding upon the heirs, representatives, successors, and assigns of the parties hereto.
13. Client/Agency shall be responsible to Meadow for any attorney fees Meadow incurs for the purpose of enforcing the terms of this Agreement, whether or not Meadow institutes litigation. In the event either party institutes litigation to enforce or recover damages under this Agreement, it is agreed that the prevailing party shall be entitled to recover, at trial and on appeal and review, in addition to amounts ordered by the court and any damages due hereunder, reasonable attorney fees and court costs.
14. Client/Agency agrees to perform this Agreement in The Dalles, Wasco County, Oregon, by making payment on the same to the office of Meadow Outdoor Advertising; in person at 1201 Bargeway Road, or mailed to P.O. Box 331, The Dalles, Oregon, 97058, or delivered electronically to Meadow Outdoor.
15. This Agreement shall be interpreted in accordance with the laws of the State of Oregon. The jurisdiction and venue for any action arising out of this Agreement, shall be in the Circuit Court in and for Wasco County, Oregon and both parties waive the right to change venue to any other location by motion or otherwise.
16. Unless otherwise stipulated on the face of this Agreement, no discounts or commissions of any kind may be deducted by the Advertiser, his Agents or Advertising Agencies.
17. If this Agreement is signed by an Advertising Agency, either on behalf of the actual Advertiser or in addition to the actual Advertiser, the term "Advertiser" as used herein shall include both the actual Advertiser and the Advertising Agency where applicable, and all obligations of the Advertiser hereunder shall be the joint and several obligations of both the actual Advertiser and the Advertising Agency.
18. Advertiser and or Advertising Agency warrant and represent that the person signing this Agreement has been authorized to enter into this Agreement and bind Advertiser and/or Advertising Agency to the terms hereof pursuant to all requisite corporate or other business entity action. Advertiser and or Advertising Agency agree that, upon any action by Meadow performed in reliance on this Agreement, Advertiser and or Advertising Agency are deemed to have waived any claim that this Agreement is invalid by reason of lack of authority of the person or persons whose signatures appear on this Agreement.
19. This Agreement may not be cancelled, terminated, or vacated by Client/Agency for any reason, whatsoever.
20. Client/Agency shall not collect from the actual Advertiser any amount greater than the rate per month shown on the face of this Agreement for the advertising space covered by this Agreement. Client/Agency agrees that such greater amount collected shall be delivered by Client/Agency to Meadow forthwith upon completion.
21. The parties hereto agree to conduct transactions by electronic means and this agreement and other agreements between the parties may be executed by providing an electronic signature under the terms of the Uniform Electronic Transaction Act, ORS 84.001 et. seq, and such agreements may not be denied legal effect solely because they are in electronic form or permit the completion of the business transaction referenced herein electronically instead of in person. (REV 5.1.22)

GUARANTEE:

For value received and in consideration of the transaction of business and credit extended by Meadow Outdoor Advertising to Client as set forth in the contracts entered into between Meadow and Client the individual whose name appears below by affixing his/her signature hereby unconditionally guarantees prompt payment and performance of all obligations of the company/client named herein to Meadow Outdoor Advertising. It is expressly understood by the parties hereto that the credit provided for herein would not have been extended to Client without this guarantee. Obligations as used herein shall include any bulletin display order and agreement entered into by company/Client and Meadow Outdoor Advertising prior to or after the date of this guarantee. If the company defaults in the payment of any such indebtedness or obligation, the individual guarantor or guarantors will pay to Meadow on demand the amount due. Said guarantor or guarantors shall also pay to Meadow on demand reasonable attorney's fees and all costs and other expenses incurred by it in collecting any indebtedness of company guaranteed hereunder or enforcing this guarantee against the guarantor or guarantors. This is a continuing guarantee. Notice of acceptance is waived. This guarantee shall remain in full force and effect and will terminate only on the satisfaction of each and every obligation of the business under this agreement with Meadow.

Guarantor

Date



MOTION

SUBJECT: Youth Think Billboards

I move to approve the 3-year Meadow Outdoor Advertising Renewal Order and Agreement for Bulletin Display located on 6th Street in The Dalles, Oregon.



DISCUSSION ITEM

USFS Law Enforcement Agreement

[COOPERATIVE LAW ENFORCEMENT AGREEMENT](#)

[MOTION LANGUAGE](#)

FS Agreement No. 23-LE-11060600-003

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between
WASCO, COUNTY OF
And The
USDA, FOREST SERVICE
MT. HOOD NATIONAL FOREST
AND
COLUMBIA RIVER GORGE NATIONAL SCENIC AREA

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between Wasco, County of, hereinafter referred to as "Cooperator," and the United States Department of Agriculture (USDA), Forest Service, Mt. Hood National Forest and Columbia River Gorge National Scenic Area, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Cooperative Law Enforcement Agreement

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated Financial and Operating Plan (Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.



- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Operating Plan.
- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Operating Plan. Billing frequency will be as specified in the Operating Plan. See related Provisions III-B, IV-I, and IV-P.
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperator. Additional



information about registration procedures may be found at the SAM Internet site at www.sam.gov.

- L. Monitor the U.S. Forest Service radio during the following time period(s): Time schedules for patrols will be flexible to allow for emergencies, other priorities and day to day needs of both the Cooperator and the U.S. Forest Service, between the date of last signature and December 31, 2027. Address any concerns or notify/ request assistance from the U.S. Forest Service as required in the judgment of the Cooperator.

III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Operating Plan, less any previous U.S. Forest Service payments. See related Provisions II-H and IV-I. The invoice should be forwarded as follows:

**Submit original invoice(s) for
payment to:**

USDA, Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894
E-Mail: sm.fs.asc_ga@usda.gov

Send copy to:

Rachele Avery, Program Assistant
Mt. Hood National Forest LEI
USDA, Forest Service
16400 Champion Way
Sandy, OR 97055
Phone: (503) 668-1625
E-Mail: rachele.avery@usda.gov

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

**Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Scott Williams, Chief Deputy Wasco County Sheriff's Office 511 Washington St., Suite 102 The Dalles, OR 97058-2237 (541) 506-2580 scottw@co.wasco.or.us	Brenda Borders, Office Manager Wasco County Sheriff's Office 511 Washington St., Suite 102 The Dalles, OR 97058-2237 (541) 506-2580 brendab@co.wasco.or.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
John Soules, Captain Mt. Hood National Forest LEI 16400 Champion Way Sandy, OR 97055 (541) 620-4426 john.soules@usda.gov	Rachele Avery, Program Assistant Mt. Hood National Forest LEI 16400 Champion Way Sandy, OR 97055 (503) 668-1625 rachele.avery@usda.gov
	U.S. Forest Service Grants and Agreements Contact
	David Blair, Grants Management Specialist Mt. Hood National Forest 1220 SW 3 rd Avenue Portland, OR 97204-2825 david.blair@usda.gov
	U.S. Forest Service Grants and Agreements Contact
	Elizabeth Aceves, Grants Management Specialist Columbia River Gorge Natl. Scenic Area 1220 SW 3 rd Avenue Portland, OR 97204-2825 elizabeth.aceves@usda.gov

- C. An Operating Plan will be negotiated on a calendar year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.
- D. This agreement has no effect upon the Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the



- responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plan shall at a minimum contain:
1. Specific language stating that the Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
 2. Specific beginning and ending dates.
 3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
 4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
 5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
 6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
 7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
 8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement.
- G. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- I. The Cooperator's reimbursable expenses must be: listed in an approved Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.



- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.
- K. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.
- L. When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Operating Plan unless approved by all parties in the agreement and shown in the Operating Plan.
- M. When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.
- N. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement the Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.



- O. When no equipment or supplies are approved for purchase under an Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of the Cooperator's purchase of equipment or supplies.
- P. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- Q. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
 - 1. Making an administrative offset against other requests for reimbursements.
 - 2. Withholding advance payments otherwise due to the Cooperator.
 - 3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

- R. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- S. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- T. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
 - (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that



waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

- U. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The U.S. Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If the Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.
- V. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- W. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned,



leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- X. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- Y. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through December 31, 2027.
- Z. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

LANE MAGILL, Sheriff
Wasco County, OR

Date

STEVE KRAMER, Commissioner
Wasco County, OR

Date

META LOFTSGAARDEN, Forest Supervisor
U.S. Forest Service, Mt. Hood National Forest

Date

CHRISTY CHEYNE, Acting Forest Supervisor
U.S. Forest Service, Columbia River Gorge National Scenic Area

Date

ANDY CORIELL
Special Agent in Charge, U.S. Forest Service
Pacific Northwest Law Enforcement and Investigations

Date



The authority and format of this agreement (23-LE-11060600-003) have been reviewed and approved for signature.

LORI GORTON
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

FS Agreement No. 23-LE-11060600-003

Cooperator Agreement No. _____

EXHIBIT A**COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN****Between****WASCO, COUNTY OF****And the****USDA, FOREST SERVICE****MT. HOOD NATIONAL FOREST****AND****COLUMBIA RIVER GORGE NATIONAL SCENIC AREA****2023 OPERATING AND FINANCIAL PLAN**

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between Wasco, County of, hereinafter referred to as “the Cooperator,” and the United States Department of Agriculture (USDA), Forest Service, U. S. Forest Service, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement #23-LE-11060600-003. This Operating and Financial Plan is made and agreed to as of the last signature date on the Cooperative Law Enforcement Agreement and is in effect through December 31, 2027, unless modified during the annual review.

Previous Year Carry-over: \$0.00

Current 2023 Year Obligation: \$18,260.00

CY2023 Total Operating Plan: \$18,260.00**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Scott Williams, Chief Deputy Wasco County Sheriff's Office 511 Washington St., Suite 102 The Dalles, OR 97058-2237 541-506-2580 scottw@co.wasco.or.us	Brenda Borders, Office Manager Wasco County Sheriff's Office 511 Washington St., Suite 102 The Dalles, OR 97058-2237 541-506-2580 brendab@co.wasco.or.us

**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
John Soules, Captain Mt. Hood National Forest LEI 16400 Champion Way Sandy, OR 97055 (541) 620-4426 john.soules@usda.gov	Rachele Avery, Program Assistant Mt. Hood National Forest LEI 16400 Champion Way Sandy, OR 97055 (503) 668-1625 rachele.avery@usda.gov
	U.S. Forest Service Grants and Agreements Contact
	David Blair, Grants Management Specialist Mt. Hood National Forest 1220 SW 3 rd Avenue Portland, OR 97204-2825 david.blair@usda.gov
	U.S. Forest Service Grants and Agreements Contact
	Elizabeth Aceves, Grants Management Specialist Columbia River Gorge Natl. Scenic Area 1220 SW 3 rd Avenue Portland, OR 97204-2825 elizabeth.aceves@usda.gov

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Wages at the prevailing rate of \$66.00/hour plus fringe benefits for the individual officer at the rate of **\$99.00/hour**.

Vehicle use rate of **\$90.00** per ten-hour day.

II. PATROL ACTIVITIES:

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.



1. Patrol on following U.S. Forest Service roads:

Any and all U.S. Forest Service roads within the Mt. Hood National Forest and the Columbia River Gorge National Scenic Area within Wasco County.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

- a. Barlow Creek Campground
- b. Barlow Crossing Campground
- c. Bear Springs Campground
- d. Clear Creek Campground
- e. Clear Lake Campground
- f. Eightmile Campground
- g. Fifteenmile Campground
- h. Forest Creek Campground
- i. Frog Lake Picnic Area
- j. Knebal Springs Campground
- k. Little Badger Campground
- l. Lower Crossing Campground
- m. McCubbins Gulch
- n. Pebble Ford Campground
- o. Rock Creek Campground
- p. Underhill Site
- q. White River Station Campground

Total reimbursement for this category shall not exceed the amount of: **\$18,260.00.**

III. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

- A. The U.S. Forest Service agrees to reimburse the Cooperator for equipment and supplies in an amount not to exceed \$1,000.00. All purchases must be approved by the U.S. Forest Service prior to purchase. Documentation of such purchases shall become part of the Cooperative Agreements' official file.
- B. The U.S. Forest Service may loan the Cooperator equipment as needed, when mutually agreed. While in possession of the Cooperator, maintenance of this equipment shall be the responsibility of the Cooperator and shall be returned in same condition as time of transfer.

U.S. FOREST SERVICE SHALL:

- 1. Grant permission, subject to U.S. Forest Service limitations and regulations, and those included herein, to the Cooperator for law enforcement purposes, for use of the Mt. Hood



National Forest radio frequencies. Various channel guard tones are also authorized for use as required.

2. Restrict the use of radio frequency to official business.
3. Retain control of the use of these radio frequencies.
4. Not charge for the use of the radio frequencies.

COOPERATOR SHALL:

1. Grant permission, subject to State limitations and regulations, and those included herein, to the U.S. Forest Service for law enforcement purposes, for use of the Cooperator radio frequencies. Various channel guard tones are also authorized for use as required.
2. Restrict use of the radio frequency to official business.
3. Retain control of the use of these radio frequencies.
4. Recognize that fire traffic may have priority use of the frequency and that any transmissions during the time of a fire shall be coordinated with the on-scene Incident Commander and/or Columbia River Interagency Dispatch Center.
5. Ensure any radio transmissions in the 162-174 VHF Band are operating in the narrowband mode.

Total reimbursement for this category will be paid out of the Patrol Activity funds in Section II.

Total reimbursement for this category shall not exceed the amount of: \$1,000.00

IV. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.
 1. Drug Enforcement: This will be handled on a case-by-case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
 2. Fire Emergency: During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator



agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, the Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. The Cooperator will submit invoices for reimbursement of services provided under Section II of this agreement monthly or quarterly, at the discretion of the Cooperator.

USDA Forest Service
Albuquerque Service Center
Payments-Grants and Agreements
101B Sun Ave NE
Albuquerque, NM 87109
FAX: (877) 687-4894
E-Mail: SM.FS.asc_ga@usda.gov

The Cooperator will prepare an itemized statement for each invoice submitted to the Albuquerque Service Center. The statement will be in sufficient detail to allow the U.S. Forest Service to verify expenditures authorized. The itemized statement for reimbursement will also include the following information:

1. Areas patrolled and miles traveled on NFS lands.
2. Person-hours worked in NFS patrol areas.
3. Copies of completed Daily Activity Reports.
4. Copies of invoice submitted.



The statement should be sent to the following address:

USDA Forest Service, Law Enforcement & Investigations
Northern Oregon Zone
ATTN: John Soules, Captain
16400 Champion Way
Sandy, OR 97055

Or to the following e-mail address
rachele.avery@usda.gov

- B. The following is a breakdown of the total estimated costs associated with this Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$18,260.00	N/A
Training	\$0.00	N/A
Equipment	\$0.00	N/A
Special Enforcement Situations	\$0.00	N/A
Total	\$18,260.00	N/A

- C. Any remaining funding in this Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*

Addendum A

U.S. Forest Service Fire Emergency Language & Billing Protocol Coop Law Enforcement Agreements / Operating & Financial Plan

Fire Emergencies:

During fire emergencies, the U.S. Forest Service will reimburse the County for actual costs incurred while the County is providing assistance requested by either the Agency Administrator or Incident Commander.

Reimbursement for personnel wages and services are based upon the information in the resource order and must identify the number of roadblocks, number of personnel required, hours and time frame required and must be ordered by the Incident Commander or Agency Administrator. A copy of the resource order generated for the request for assistance will be provided by the U.S. Forest Service dispatch to the County. It is critically important that the Incident Management Team, Agency Administrator, and the Sheriff/County Official agree to what emergency services are needed and listed in the Resource Order and Incident Action Plans for each day until this resource is no longer required.

Upon request of the Agency Administrator or Incident Commander, a County designated Liaison(s) to the fire incident(s) may be established. The liaison will be requested via an incident resource order. The liaison(s) primary duties, on behalf of the County Sheriff, will be to attend public meetings, planning and Incident Command meetings. Eligible costs for reimbursement will include personnel time.

If meals and lodging are required for county officials, authorization must be documented using the standard fire meals and lodging authorization forms provided by the host fire unit. Cooperator personnel directly assigned to the incident by a resource order will be entitled to meals that are provided on the incident.

Administrative support (e.g. posting incident time, delivering meals, bill preparation, etc.) will be reimbursed on an actual cost basis. The County will prepare and submit an itemized accounting of actual cost as part of the reimbursement request.

What is not eligible for reimbursement?

1. Law enforcement duties that are within the normal jurisdictional responsibilities such as enforcement, patrols, evacuation. 2. Automotive repairs, tires, and services are covered in the prevailing wage rate as identified in the OP Provision I. B.

Billing Protocol:

Documentation required to be submitted by the County to the FS for payment processing:

- Resource Order. Resource order will state what kind of assistance is ordered, how many people requested, and the time period for the services as ordered by the IC or Agency Administrator.
- Copy of Cooperative Law Enforcement Agreement and Operating & Financial Plan.
- UEI number.
- Active status in System for Award Management (SAM).
- Tax ID number.
- Breakout of actual costs:
 - Salary – Daily Crew Time Reports, Payroll summary by hours per day or timesheets of personnel.
 - Supplies – Copies of receipts with date and description of items purchased and FS authorization (S# or FS Signature) for purchase.
 - Mileage – Summary by day by vehicle and personnel using the vehicle.

- Incident Action Plans – copies of plans that document assignment to that incident.
- Map of roadblock locations.

BILLINGS ARE NOT TO BE SUBMITTED TO THE SM.FS.ASC_GA@USDA.GOV UNDER THE OBLIGATION ESTABLISHED THROUGH THE COOPERATIVE LAW ENFORCEMENT AGREEMENT.

Please coordinate remittance of billings to the Albuquerque Service Center, Incident Finance Branch through the local Fire Incident Business Specialist,

Kayann Gardner

Incident Business Specialist - MHE/GPF/CRGNSA

16400 Champion Way, Sandy OR

kayann.gardner@usda.gov

971-201-9859.

Invoices must include the information identified above in the Billing Protocol section in order to be processed in a timely manner.

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Addendum B

Statement of Work

- I. Patrol routes may be varied at the discretion of the assigned Deputy in order to effectively deal with incidents at other locations as they occur.
- II. Search and rescue within the Mt. Hood National Forest and the Columbia River Gorge National Scenic Area, within Wasco County, is the responsibility of the Cooperator. The role of the assigned Deputies to this agreement is to take initial action on search and rescue incidents and to coordinate subsequent (short term) activities.



MOTION

SUBJECT: USFS Law Enforcement Agreement

I move to approve the Cooperative Law Enforcement Agreement Wasco County and the Forest Service for patrols in the Mt. Hood National Forest and the Columbia River Gorge Scenic Area within Wasco County.



AGENDA ITEM

Finance Report

[DIRECTORS REPORT](#)

[FINANCIALS](#)

Wasco County Financial Report

For the Fiscal period ending January 31st, 2023

Financial statements are presented for the 7th month of fiscal year 2023 (FY23). These are the unaudited statements and are intended for managerial use.

The prior statements submitted to the BOCC had been made by a manual process. Now, data cubes can be accessed directly and allow for a more flexible reporting structure. For guidance, the straight-line assumption for execution is 58.3%. Not all revenues and expenses are straight-line but it is a good starting point for analysis.

General Fund

Non-Departmental revenues for the fiscal year are at 107.3% of the budget expectation. The primary reason is the beginning fund balance is at 102.4%. Investment Earnings are doing well at 267.2% of the budgeted projections due to increasing interest rates.

Property taxes are \$11,790,960 or 103.4% execution. This is up from FY22 by \$1,663,539 or 16.4%. Based on prior years, another \$1M by the end of the fiscal year is not unexpected.

Miscellaneous revenue is executing at 56.3%, slightly under the budgetary expectation. This is where reimbursement comes in and the Administrative & IT revenues from other funds for the General Fund.

General Revenue Allocation show as a positive number which means it is treated as a decrease to revenue. This is part of the allocation of general revenues out to departments in the general fund. Allocations through December have been completed but January has not yet been allocated.

Transfers out have been recorded. These are the monthly allotment to Capital, Reserve and 911 funds, the full amount to the Fair & Museum. Transfers in at this time consist of the share of the abatement funds for the County General Fund (\$275,000).

Assessment & Taxation revenues are executing at 90.9% primarily due to the General Revenue Allocation. Licenses-Fees & Permits is executing at 41.6% and is 25.8% greater than last FY.

Total expenses executed to 45.1% with Personnel executing to 55.4% so within the straight-line assumption.

County Clerk revenues are executing at 74.1%. This is driven by the grant revenue is a spike at 77.0% for \$63,118. (The full amount was \$82,000 but \$18,882 was recognized in the prior FY.) Charges for Services are up due to receiving \$19,120 for Special District Election reimbursement resulting in an execution of 42.6% in the current FY.

Total expense execution is only 27.9% with Personnel executing to 56.8%.

Sheriff's Office revenues are executing at 86.2% primarily due to the General Revenue allocation. Charges for Services are over the budget expectation already with an execution of 124.8% due to amounts contributed to Emergency Management. The Miscellaneous Revenues are executing at 81.1% due to a \$2,400 unplanned receipt for a radio site rental included here.

Total expense execution is 37.8% with Personnel executing to 56.7%.

Administrative Services revenues are executing at 95.0%. The percentage of execution is due to the General Revenue Allocations at 96.7% which is the total allocation through December.

Total expense execution is only 36.6% with Personnel executing to 57.0%.

Administration revenues are executing at 74.8%.

Total expense execution is 57.6% with Personnel executing to 66.9%.

District Attorney revenues are executing at 68.0%. While the total is correct, adjustments came to light. Miscellaneous is overstated by \$138,755 that should be reported in INTERGOV REV-NON-SINGLE AUDIT (\$84,657) and INTERGOV REV-SINGL AUDIT (\$54,088). The adjusting entry has been done.

Expenses executed at 48.0% overall with Personnel at 56.2%

Planning revenues are executing at 87.2%.

Expenses executed at 36.7% with Personnel executing at 55.5%

Public Works revenues are executing at 153.3%. This is due to Grant revenues being recorded here (\$50,700). Finance is review to ensure this is accurate – still under review.

Expenses executed at 24.6%. Personnel executed at 63.9%.

Prevention Division – Youth Services & Youth Think revenues are executing at 80.8%. The INTERGOV REV-SINGLE AUDIT executing at 94.6% really helps pull the execution rate up.

Expenses are executing at 37.4% with Personnel executing at 64.4%.

Building Codes Funds – General & Electrical

Department revenues executed at 29.0% (General) and 49.3% (Electrical).

Personnel for the funds executed at 50.9% and 57.3% (General and Electrical). Materials & Services for General executed at 21.9%. Materials & Services for Electrical executed at 44.3%. No capital expenses occurred in either fund.

The YTD fund balance for General BC is \$3,332,199 which is a decrease of \$130,128 in fund balance. The YTD fund balance for Electrical BC is \$592,382 which is a decrease of \$83,193.

Public Works Fund & Public Works Reserve Fund

Departmental revenues for Public Works executed at 40.2%.

Expenditures for Public Works executed at 65.8%. This is due to the cycle of purchases for road supplies and chemicals and is expected as Materials & Services are executing at 78.9%. Personnel is executing at 57.6%

The Public Works Reserve (Road fund) only has interest as revenue and no expenses to date. The interest is executing at 246.1% of budget or \$54,142.

911 & 911 Equipment Funds

Departmental Revenues for 911 have executed at 37.7%. This is due to the charges (share) for partners paying up to date but the cellphone tax comes in quarterly. The County is right on schedule with the funds transferred in.

Expenditures executed at 55.8% with Personnel at 59.0% execution.

The Reserve fund is growing by interest and the monthly transfer in of \$2,500 from 911 to plan for future equipment needs. Interest is executing at 703.6%

Community Corrections

Department revenues executed at 75.5% and expenses executed at 32.3%.

Fair & Park

Revenue for the Fair is executing at 127.8%. This is due to 2 separate and distinct factors. First, the Fair has happened. But the percentage is skewed due to the revenue from the long-term rentals and event held. A budget change was created due to the increased revenue and expenses.

Fair expense has executed at 88.0% with Personnel executing at 50%. A significant budget change was done at the 1/18/2023 BOCC meeting.

The Park fund revenues executed at 18.0% - it would have been higher, but a grant has just started generating revenue. This put the revenues \$328K below the budgeted expectation. Expenditures executed at 10.5% overall, specifically due to the \$430,000 budgeted for the Capital grant project that has no spending yet.

Reserve & Capital Funds

The Capital Acquisition fund really only received income from investments and transfers in. The expense only has the purchase of property of \$1,553,705.

The Facility Capital Reserve has revenue of \$1,000,000 which is the Fairgrounds Infrastructure grant. This will be ran out of this capital fund instead of skewing the Fair budget. Additionally, the payments from the MCCFL for the building loan are recorded here.

The General Operating Reserve fund ran the ARPA funds through here. This is only executing at 2.1% at this point.

Appropriation vs Budget for all funds

The expense budget execution for all funds are within the legal level of control (Fund-Dept). While line items may be over or under, the execution does not exceed the legal level of control for any area of the organization in the FY23 fiscal year to date. However, there was a budget change done for the Fair fund in January approved by the BOCC.

A review of the appropriations shows only four areas that have exceeded the budgeted straight-line assumption at the legal level of control. In the General Fund Transfers Out are at 59.1% which is manageable. Public Works is executing at 65.8% which is due to cyclic nature and the purchase of supplies. The Fair Fund had a budget change and is executing at 88.0%. Special Economic Development transfer out is executing at 100% which is planned.

Reconciliations for December are still in process.

FY23 Wasco County - 2023-01 January

as of: 2/8/2023

General Fund-All Dept

Fund	1010 - GENERAL FUND	Fund
Segment 3	All	SubDept
Segment 4	All	Not used

Column Labels		2023		2022					
						FY23- FY22		FY23 Budget - FY23 Budget	
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	Actual Variance	FY23-FY22 %	Actual	Execution	
00 - NON-DEPARTMENTAL RESOURCES					-	0.0%	-	0.0%	
Revenue	(11,128,865)	(11,942,728)	(10,373,205)	(11,088,162)	(854,566)	7.7%	813,863	107.3%	
400 - BEGINNING FUND BALANCE	(14,522,943)	(14,876,744)	(11,082,263)	(12,836,815)	(2,039,929)	15.9%	353,801	102.4%	
410 - PROPERTY TAXES	(11,401,691)	(11,790,960)	(10,924,920)	(10,127,421)	(1,663,539)	16.4%	389,269	103.4%	
411 - LICENSES-FEES & PERMITS	(1,978,733)	(932,571)	(1,772,764)	(987,404)	54,834	-5.6%	(1,046,162)	47.1%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(965,092)	(502,826)	(939,481)	(528,988)	26,161	-4.9%	(462,266)	52.1%	
413 - INTERGOV REV-SINGLE AUDIT	(3,200)	-	(3,200)	-	-	0.0%	(3,200)	0.0%	
416 - FINES & RESTITUTION	-	-	-	-	-	0.0%	-	0.0%	
417 - INVESTMENT EARNINGS	(69,000)	(184,365)	(46,010)	(41,416)	(142,949)	345.2%	115,365	267.2%	
418 - RENTS	(12,114)	(8,395)	(12,017)	(11,980)	3,584	-29.9%	(3,719)	69.3%	
419 - CONTRIBUTIONS & DONATIONS	-	-	-	-	-	0.0%	-	0.0%	
421 - MISCELLANEOUS	(277,599)	(156,255)	(264,293)	(201,916)	45,661	-22.6%	(121,344)	56.3%	
480 - GENERAL REVENUE ALLOCATIONS	18,101,507	16,509,388	14,671,743	13,647,776	2,861,612	21.0%	1,592,119	91.2%	
12 - ASSESSMENT & TAXATION					-	0.0%	-	0.0%	
Revenue	(1,059,958)	(963,339)	(922,736)	(687,659)	(275,680)	40.1%	(96,619)	90.9%	
411 - LICENSES-FEES & PERMITS	(27,900)	(11,616)	(27,900)	(9,019)	(2,598)	28.8%	(16,284)	41.6%	
412 - INTERGOV REV-NON-SINGLE AUDIT	-	-	-	-	-	0.0%	-	0.0%	
415 - INTERNAL SERVICES	(5,000)	(4,089)	(5,000)	(2,599)	(1,490)	57.3%	(911)	81.8%	
420 - SALE OF FIXED ASSETS	-	(8,606)	-	(4,986)	(3,620)	72.6%	8,606	0.0%	
421 - MISCELLANEOUS	(1,650)	(147)	(1,650)	(63)	(83)	131.6%	(1,504)	8.9%	
480 - GENERAL REVENUE ALLOCATIONS	(1,025,408)	(938,881)	(888,186)	(670,992)	(267,889)	39.9%	(86,527)	91.6%	
Expense	1,059,958	478,560	922,736	389,702	88,857	22.8%	581,398	45.1%	
510 - PERSONNEL	781,738	433,191	748,386	350,049	83,142	23.8%	348,547	55.4%	
520 - MATERIALS & SERVICES	278,220	45,369	174,350	39,654	5,715	14.4%	232,851	16.3%	
530 - CAPITAL OUTLAY	-	-	-	-	-	0.0%	-	0.0%	
15 - COUNTY CLERK					-	0.0%	-	0.0%	
Revenue	(872,718)	(646,377)	(551,278)	(504,120)	(142,257)	28.2%	(226,341)	74.1%	
411 - LICENSES-FEES & PERMITS	(177,835)	(68,744)	(173,125)	(132,384)	63,640	-48.1%	(109,091)	38.7%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(82,000)	(63,118)	-	-	(63,118)	0.0%	(18,882)	77.0%	
413 - INTERGOV REV-SINGLE AUDIT	-	-	-	-	-	0.0%	-	0.0%	
414 - CHARGES FOR SERVICE	(53,330)	(22,702)	(105)	(3,720)	(18,982)	510.2%	(30,628)	42.6%	
421 - MISCELLANEOUS	-	-	-	-	-	0.0%	-	0.0%	
480 - GENERAL REVENUE ALLOCATIONS	(559,553)	(491,813)	(378,048)	(368,016)	(123,797)	33.6%	(67,740)	87.9%	

FY23 Wasco County - 2023-01 January

as of: 2/8/2023

General Fund-All Dept

Column Labels		2022							
2023									
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	FY23- FY22 Actual Variance	FY23-FY22 %	FY23 Budget - Actual	FY23 Budget Execution	
Expense	872,718	243,798	551,278	185,505	58,292	31.4%	628,920	27.9%	
510 - PERSONNEL	321,345	182,479	295,207	165,263	17,216	10.4%	138,866	56.8%	
520 - MATERIALS & SERVICES	469,373	61,319	256,071	20,242	41,077	202.9%	408,054	13.1%	
530 - CAPITAL OUTLAY	82,000	-	-	-	-	0.0%	82,000	0.0%	
16 - SHERIFF					-	0.0%	-	0.0%	
Revenue	(4,809,127)	(4,145,178)	(3,544,441)	(3,172,856)	(972,321)	30.6%	(663,949)	86.2%	
411 - LICENSES-FEES & PERMITS	(57,000)	(46,197)	(55,000)	(36,604)	(9,592)	26.2%	(10,803)	81.0%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(195,210)	(98,681)	(175,210)	(113,642)	14,961	-13.2%	(96,529)	50.6%	
413 - INTERGOV REV-SINGLE AUDIT	(61,750)	(31,829)	(56,500)	(22,560)	(9,269)	41.1%	(29,921)	51.5%	
414 - CHARGES FOR SERVICE	(14,500)	(18,091)	(14,000)	(15,474)	(2,617)	16.9%	3,591	124.8%	
416 - FINES & RESTITUTION	(35,000)	(15,458)	(35,000)	(19,613)	4,156	-21.2%	(19,542)	44.2%	
419 - CONTRIBUTIONS & DONATIONS	-	(250)	-	(15,240)	14,990	-98.4%	250	0.0%	
421 - MISCELLANEOUS	(4,500)	(3,650)	(3,250)	(4,102)	453	-11.0%	(850)	81.1%	
422 - PASS THROUGH PAYMENTS	(3,000)	(2,530)	(2,000)	(5,005)	2,475	-49.5%	(470)	84.3%	
480 - GENERAL REVENUE ALLOCATIONS	(4,438,167)	(3,928,493)	(3,203,481)	(2,940,616)	(987,878)	33.6%	(509,674)	88.5%	
Expense	4,809,127	1,816,733	3,544,441	1,417,022	399,711	28.2%	2,992,394	37.8%	
510 - PERSONNEL	2,612,737	1,481,558	2,236,391	1,216,008	265,550	21.8%	1,131,179	56.7%	
520 - MATERIALS & SERVICES	649,330	267,188	607,639	201,015	66,174	32.9%	382,142	41.1%	
530 - CAPITAL OUTLAY	1,547,060	67,987	700,411	-	67,987	0.0%	1,479,073	4.4%	
17 - ADMINISTRATIVE SERVICES					-	0.0%	-	0.0%	
Revenue	(5,533,641)	(5,258,078)	(4,940,393)	(4,524,735)	(733,343)	16.2%	(275,563)	95.0%	
411 - LICENSES-FEES & PERMITS	(84,730)	(47,661)	(81,481)	(63,510)	15,849	-25.0%	(37,069)	56.3%	
412 - INTERGOV REV-NON-SINGLE AUDIT	-	-	-	(1,180)	1,180	-100.0%	-	0.0%	
413 - INTERGOV REV-SINGLE AUDIT	-	-	-	-	-	0.0%	-	0.0%	
414 - CHARGES FOR SERVICE	(108,755)	(28,451)	(53,168)	(37,374)	8,924	-23.9%	(80,305)	26.2%	
415 - INTERNAL SERVICES	-	-	-	-	-	0.0%	-	0.0%	
418 - RENTS	(225,660)	(153,757)	(225,658)	(173,708)	19,951	-11.5%	(71,903)	68.1%	
419 - CONTRIBUTIONS & DONATIONS	-	-	-	-	-	0.0%	-	0.0%	
421 - MISCELLANEOUS	(4,650)	(85,077)	(4,650)	(3,730)	(81,347)	2180.8%	80,427	1829.6%	
480 - GENERAL REVENUE ALLOCATIONS	(5,109,846)	(4,943,133)	(4,575,436)	(4,245,233)	(697,900)	16.4%	(166,713)	96.7%	
Expense	5,533,641	2,027,138	4,940,392	1,660,657	366,481	22.1%	3,506,503	36.6%	
510 - PERSONNEL	2,382,854	1,359,341	1,982,774	1,195,229	164,112	13.7%	1,023,513	57.0%	
520 - MATERIALS & SERVICES	1,626,392	667,797	1,116,529	416,506	251,291	60.3%	958,595	41.1%	
530 - CAPITAL OUTLAY	1,524,395	-	1,841,089	48,922	(48,922)	-100.0%	1,524,395	0.0%	
18 - ADMINISTRATION					-	0.0%	-	0.0%	
Revenue	(4,796,285)	(3,585,461)	(3,949,487)	(3,503,621)	(81,840)	2.3%	(1,210,824)	74.8%	
411 - LICENSES-FEES & PERMITS	-	-	-	-	-	0.0%	-	0.0%	

FY23 Wasco County - 2023-01 January

as of: 2/8/2023

General Fund-All Dept

Column Labels		2022							
2023									
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	FY23- FY22 Actual Variance	FY23-FY22 %	FY23 Budget - Actual	FY23 Budget Execution	
412 - INTERGOV REV-NON-SINGLE AUDIT	(690,059)	(316,755)	(601,658)	(301,152)	(15,603)	5.2%	(373,304)	45.9%	
413 - INTERGOV REV-SINGLE AUDIT	(726,420)	(43,644)	(126,585)	(52,218)	8,574	-16.4%	(682,776)	6.0%	
414 - CHARGES FOR SERVICE	-	-	-	-	-	0.0%	-	0.0%	
419 - CONTRIBUTIONS & DONATIONS	-	(30,875)	-	(20,583)	(10,292)	50.0%	30,875	0.0%	
420 - SALE OF FIXED ASSETS	(4,000)	-	(4,000)	-	-	0.0%	(4,000)	0.0%	
421 - MISCELLANEOUS	(31,000)	(960)	(30,000)	(33,058)	32,098	-97.1%	(30,040)	3.1%	
480 - GENERAL REVENUE ALLOCATIONS	(3,344,806)	(3,193,227)	(3,187,244)	(3,096,610)	(96,616)	3.1%	(151,579)	95.5%	
Expense	4,796,285	2,764,216	3,949,487	2,240,196	524,020	23.4%	2,032,069	57.6%	
510 - PERSONNEL	159,746	106,883	143,433	87,848	19,036	21.7%	52,863	66.9%	
520 - MATERIALS & SERVICES	4,491,539	2,655,740	3,670,054	2,047,348	608,391	29.7%	1,835,799	59.1%	
530 - CAPITAL OUTLAY	145,000	1,593	136,000	105,000	(103,407)	-98.5%	143,407	1.1%	
19 - DISTRICT ATTORNEY					-	0.0%	-	0.0%	
Revenue	(1,279,521)	(870,204)	(917,257)	(776,293)	(93,911)	12.1%	(409,317)	68.0%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(101,655)	-	(82,935)	(27,049)	27,049	-100.0%	(101,655)	0.0%	
413 - INTERGOV REV-SINGLE AUDIT	(109,517)	-	(115,914)	(22,768)	22,768	-100.0%	(109,517)	0.0%	
419 - CONTRIBUTIONS & DONATIONS	-	-	-	(53)	53	-100.0%	-	0.0%	
421 - MISCELLANEOUS	(104,872)	(234,052)	(104,872)	(126,358)	(107,694)	85.2%	129,180	223.2%	
480 - GENERAL REVENUE ALLOCATIONS	(963,477)	(636,153)	(613,536)	(600,065)	(36,088)	6.0%	(327,324)	66.0%	
Expense	1,279,521	614,443	917,257	459,648	154,795	33.7%	665,078	48.0%	
510 - PERSONNEL	938,227	527,518	686,882	401,597	125,921	31.4%	410,709	56.2%	
520 - MATERIALS & SERVICES	338,452	86,925	227,533	58,051	28,874	49.7%	251,527	25.7%	
530 - CAPITAL OUTLAY	2,842	-	2,842	-	-	0.0%	2,842	0.0%	
21 - PLANNING					-	0.0%	-	0.0%	
Revenue	(1,305,532)	(1,138,944)	(970,566)	(857,872)	(281,072)	32.8%	(166,588)	87.2%	
411 - LICENSES-FEES & PERMITS	(125,100)	(46,497)	(119,500)	(66,803)	20,305	-30.4%	(78,603)	37.2%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(18,900)	(15,877)	(56,900)	-	(15,877)	0.0%	(3,023)	84.0%	
413 - INTERGOV REV-SINGLE AUDIT	(50,000)	(50,000)	(45,000)	(45,000)	(5,000)	11.1%	-	100.0%	
414 - CHARGES FOR SERVICE	-	-	-	-	-	0.0%	-	0.0%	
421 - MISCELLANEOUS	(100)	-	(100)	(75)	75	-100.0%	(100)	0.0%	
480 - GENERAL REVENUE ALLOCATIONS	(1,111,432)	(1,026,569)	(749,066)	(745,994)	(280,575)	37.6%	(84,863)	92.4%	
Expense	1,305,532	479,120	970,566	382,490	96,630	25.3%	826,412	36.7%	
510 - PERSONNEL	806,104	447,245	768,896	342,593	104,652	30.5%	358,859	55.5%	
520 - MATERIALS & SERVICES	499,428	31,876	201,670	39,897	(8,021)	-20.1%	467,552	6.4%	
530 - CAPITAL OUTLAY	-	-	-	-	-	0.0%	-	0.0%	
22 - PUBLIC WORKS					-	0.0%	-	0.0%	
Revenue	(149,323)	(228,938)	(61,319)	(131,621)	(97,316)	73.9%	79,615	153.3%	
411 - LICENSES-FEES & PERMITS	(15,000)	(16,360)	(15,000)	(12,825)	(3,535)	27.6%	1,360	109.1%	

FY23 Wasco County - 2023-01 January

as of: 2/8/2023

General Fund-All Dept

Column Labels		2022							
2023									
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	FY23- FY22 Actual Variance	FY23-FY22 %	FY23 Budget - Actual	FY23 Budget Execution	
412 - INTERGOV REV-NON-SINGLE AUDIT	(1,000)	(50,700)	(1,000)	(43,092)	(7,608)	17.7%	49,700	5070.0%	
414 - CHARGES FOR SERVICE	(1,865)	-	(1,865)	-	-	0.0%	(1,865)	0.0%	
421 - MISCELLANEOUS	(100)	(55)	(100)	(24,836)	24,781	-99.8%	(45)	55.0%	
480 - GENERAL REVENUE ALLOCATIONS	(131,358)	(161,823)	(43,354)	(50,869)	(110,955)	218.1%	30,465	123.2%	
Expense	149,323	36,806	61,319	33,073	3,732	11.3%	112,517	24.6%	
510 - PERSONNEL	43,423	27,740	40,188	23,943	3,797	15.9%	15,683	63.9%	
520 - MATERIALS & SERVICES	104,272	9,066	19,503	9,130	(64)	-0.7%	95,206	8.7%	
530 - CAPITAL OUTLAY	1,628	-	1,628	-	-	0.0%	1,628	0.0%	
24 - PREVENTION DIVISION					-	0.0%	-	0.0%	
Revenue	(2,000,224)	(1,615,414)	(1,582,167)	(1,182,531)	(432,883)	36.6%	(384,810)	80.8%	
411 - LICENSES-FEES & PERMITS	(1,000)	-	(1,000)	(610)	610	-100.0%	(1,000)	0.0%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(223,714)	(27,542)	(194,400)	(59,187)	31,644	-53.5%	(196,172)	12.3%	
413 - INTERGOV REV-SINGLE AUDIT	(330,500)	(312,516)	(329,000)	(159,460)	(153,056)	96.0%	(17,984)	94.6%	
414 - CHARGES FOR SERVICE	(20,000)	-	(20,000)	-	-	0.0%	(20,000)	0.0%	
416 - FINES & RESTITUTION	-	(0)	-	-	(0)	0.0%	0	0.0%	
419 - CONTRIBUTIONS & DONATIONS	-	(6,325)	(1,000)	(22,250)	15,925	-71.6%	6,325	0.0%	
421 - MISCELLANEOUS	(7,550)	(79,734)	(3,375)	(11,637)	(68,097)	585.2%	72,184	1056.1%	
480 - GENERAL REVENUE ALLOCATIONS	(1,417,460)	(1,189,296)	(1,033,392)	(929,388)	(259,908)	28.0%	(228,164)	83.9%	
Expense	2,000,224	748,534	1,582,167	531,738	216,796	40.8%	1,251,690	37.4%	
510 - PERSONNEL	854,425	550,670	718,775	407,088	143,582	35.3%	303,755	64.4%	
520 - MATERIALS & SERVICES	1,145,799	197,864	863,392	124,650	73,213	58.7%	947,935	17.3%	
530 - CAPITAL OUTLAY	-	-	-	-	-	0.0%	-	0.0%	
90 - TRANSFERS					-	0.0%	-	0.0%	
Revenue	(459,770)	(275,000)	(584,770)	(400,000)	125,000	-31.3%	(184,770)	59.8%	
450 - TRANSFERS IN	(459,770)	(275,000)	(584,770)	(400,000)	125,000	-31.3%	(184,770)	59.8%	
Expense	2,507,670	1,481,765	2,522,999	2,442,522	(960,757)	-39.3%	1,025,905	59.1%	
550 - TRANSFERS OUT	2,507,670	1,481,765	2,522,999	2,442,522	(960,757)	-39.3%	1,025,905	59.1%	
Grand Total	(9,080,965)	(19,978,548)	(8,434,978)	(17,086,916)	(2,891,632)	16.9%	10,897,583	220.0%	

FY23 Wasco County - 2023-01 January

as of: 2/8/2023

Building Codes

Fund	1500 - BUILDING CODES GENERAL
Segment 3	All
Segment 4	All

Fund
SubDept
Not used

Column Labels		2022			FY23- FY22			
2023					FY23- FY22	FY23- FY22	FY23 Budget -	FY23
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	Actual Variance	%	Actual	Budget Execution
00 - NON-DEPARTMENTAL RESOURCES					-	0.0%	-	0.0%
Revenue	(3,341,050)	(3,462,327)	(3,454,521)	(3,411,334)	(50,993)	1.5%	121,277	103.6%
400 - BEGINNING FUND BALANCE	(3,324,428)	(3,420,981)	(3,430,521)	(3,400,966)	(20,016)	0.6%	96,553	102.9%
411 - LICENSES-FEES & PERMITS	-	-	-	-	-	0.0%	-	0.0%
417 - INVESTMENT EARNINGS	(16,622)	(41,346)	(24,000)	(10,368)	(30,978)	298.8%	24,724	248.7%
25 - BUILDING CODES					-	0.0%	-	0.0%
Revenue	(794,138)	(230,539)	(799,336)	(313,280)	82,741	-26.4%	(563,599)	29.0%
411 - LICENSES-FEES & PERMITS	(494,138)	(179,246)	(499,336)	(215,843)	36,597	-17.0%	(314,892)	36.3%
421 - MISCELLANEOUS	(300,000)	(51,293)	(300,000)	(97,437)	46,144	-47.4%	(248,707)	17.1%
Expense	1,585,491	360,667	1,559,117	276,305	84,362	30.5%	1,224,824	22.7%
510 - PERSONNEL	500,320	254,559	460,995	220,188	34,370	15.6%	245,761	50.9%
520 - MATERIALS & SERVICES	485,171	106,108	498,122	56,116	49,991	89.1%	379,063	21.9%
530 - CAPITAL OUTLAY	600,000	-	600,000	-	-	0.0%	600,000	0.0%
90 - TRANSFERS	-	-			-	0.0%	-	0.0%
Grand Total	(2,549,697)	(3,332,199)	(2,694,740)	(3,448,309)	116,110	-3.4%	782,502	130.7%

FY23 Wasco County - 2023-01 January

as of: 2/8/2023

Building Codes

Fund 1600 - BUILDING CODES - ELECTRICAL
 Segment 3 All
 Segment 4 All

Fund
 SubDept
 Not used

Column Labels		2022			FY23- FY22		FY23	
2023					Actual	FY23-FY22	Budget -	Budget
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	Variance	%	Actual	Execution
00 - NON-DEPARTMENTAL RESOURCES					-	0.0%	-	0.0%
Revenue	(676,806)	(675,575)	(755,878)	(766,835)	91,260	-11.9%	(1,231)	99.8%
400 - BEGINNING FUND BALANCE	(673,774)	(667,843)	(750,253)	(764,540)	96,697	-12.6%	(5,931)	99.1%
411 - LICENSES-FEES & PERMITS	-	-	-	-	-	0.0%	-	0.0%
417 - INVESTMENT EARNINGS	(3,032)	(7,733)	(5,625)	(2,295)	(5,437)	236.9%	4,701	255.0%
25 - BUILDING CODES					-	0.0%	-	0.0%
Revenue	(98,943)	(48,786)	(97,915)	(44,837)	(3,949)	8.8%	(50,157)	49.3%
411 - LICENSES-FEES & PERMITS	(98,567)	(48,636)	(97,915)	(44,602)	(4,034)	9.0%	(49,931)	49.3%
421 - MISCELLANEOUS	(376)	(150)	-	(235)	85	-36.2%	(226)	39.9%
Expense	239,923	131,979	232,784	105,810	26,169	24.7%	107,944	55.0%
510 - PERSONNEL	197,286	113,111	189,911	83,711	29,400	35.1%	84,175	57.3%
520 - MATERIALS & SERVICES	42,637	18,868	42,873	22,099	(3,231)	-14.6%	23,769	44.3%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
Grand Total	(535,826)	(592,382)	(621,009)	(705,863)	113,480	-16.1%	56,556	110.6%

FY23 Wasco County - 2023-01 January

as of: 2/8/2023

Public Works

Fund	2020 - PUBLIC WORKS FUND
Segment 3	All
Segment 4	All

Fund
SubDept
Not used

Column Labels		2022						
2023								
Depts/Account Categories		Revised Budget	Actual	Revised Budget	Actual	FY23- FY22 Actual Variance	FY23- FY22 %	FY23 Budget - FY23 Budget Actual Execution
00 - NON-DEPARTMENTAL RESOURCES								
Revenue		(3,254,712)	(3,245,736)	(3,396,440)	(3,477,121)	231,385	-6.7%	(8,976) 99.7%
400 - BEGINNING FUND BALANCE		(3,211,532)	(3,210,383)	(3,353,260)	(3,463,088)	252,705	-7.3%	(1,149) 100.0%
415 - INTERNAL SERVICES		(3,180)	(1,855)	(3,180)	(3,180)	1,325	-41.7%	(1,325) 58.3%
417 - INVESTMENT EARNINGS		(40,000)	(33,498)	(40,000)	(10,852)	(22,646)	208.7%	(6,502) 83.7%
22 - PUBLIC WORKS								
Revenue		(4,113,680)	(1,653,335)	(3,558,592)	(1,882,987)	229,653	-12.2%	(2,460,345) 40.2%
411 - LICENSES-FEES & PERMITS		(12,000)	(5,700)	(12,000)	(5,352)	(348)	6.5%	(6,300) 47.5%
412 - INTERGOV REV-NON-SINGLE AUDIT		(3,258,575)	(1,432,099)	(2,907,070)	(1,649,094)	216,995	-13.2%	(1,826,476) 43.9%
413 - INTERGOV REV-SINGLE AUDIT		(513,605)	-	(165,022)	-	-	0.0%	(513,605) 0.0%
414 - CHARGES FOR SERVICE		(307,000)	(214,688)	(432,000)	(226,489)	11,801	-5.2%	(92,312) 69.9%
420 - SALE OF FIXED ASSETS		(20,000)	-	(40,000)	-	-	0.0%	(20,000) 0.0%
421 - MISCELLANEOUS		(2,500)	(769)	(2,500)	(1,985)	1,216	-61.3%	(1,731) 30.8%
530 - CAPITAL OUTLAY		-	(79)	-	(68)	(11)	16.7%	79 0.0%
Expense		4,153,582	2,734,997	3,546,505	1,814,853	920,143	50.7%	1,418,585 65.8%
510 - PERSONNEL		2,159,032	1,243,581	1,968,905	1,077,235	166,346	15.4%	915,451 57.6%
520 - MATERIALS & SERVICES		1,889,550	1,491,416	1,127,600	686,416	805,000	117.3%	398,134 78.9%
530 - CAPITAL OUTLAY		105,000	-	450,000	51,202	(51,202)	-100.0%	105,000 0.0%
90 - TRANSFERS								
Revenue		-	-	-	-	-	0.0%	- 0.0%
450 - TRANSFERS IN		-	-	-	-	-	0.0%	- 0.0%
Expense		-	-	780,288	780,288	(780,288)	-100.0%	- 0.0%
550 - TRANSFERS OUT		-	-	780,288	780,288	(780,288)	-100.0%	- 0.0%
Grand Total		(3,214,810)	(2,164,074)	(2,628,239)	(2,764,967)	600,893	-21.7%	(1,050,736) 67.3%

FY23 Wasco County - 2023-01 January

as of: 2/8/2023

Public Works Reserve

Fund	3210 - ROAD RESERVE FUND
Segment 3	All
Segment 4	All

Fund
SubDept
Not used

Column Labels		2023		2022					
						FY23- FY22		FY23 Budget - FY23 Budget	
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual		Actual	Variance	FY23-FY22 %	Execution
00 - NON-DEPARTMENTAL RESOURCES						-		0.0%	0.0%
Revenue	(3,707,355)	(4,523,069)	(4,555,267)	(4,549,873)	26,803	815,714	-0.6%		122.0%
400 - BEGINNING FUND BALANCE	(3,685,355)	(4,468,927)	(4,533,267)	(4,536,711)	67,784	783,572	-1.5%		121.3%
417 - INVESTMENT EARNINGS	(22,000)	(54,142)	(22,000)	(13,161)	(40,981)	32,142	311.4%		246.1%
22 - PUBLIC WORKS					-	-	0.0%		0.0%
Revenue	-	-	-	-	-	-	0.0%		0.0%
412 - INTERGOV REV-NON-SINGLE AUDIT	-	-	-	-	-	-	0.0%		0.0%
Expense	3,707,355	-	5,335,555	-	-	3,707,355	0.0%		0.0%
510 - PERSONNEL	-	-	400,000	-	-	-	0.0%		0.0%
520 - MATERIALS & SERVICES	1,539,095	-	1,568,295	-	-	1,539,095	0.0%		0.0%
530 - CAPITAL OUTLAY	2,168,260	-	3,367,260	-	-	2,168,260	0.0%		0.0%
90 - TRANSFERS					-	-	0.0%		0.0%
Revenue	-	-	(780,288)	(780,288)	780,288	-	-100.0%		0.0%
450 - TRANSFERS IN	-	-	(780,288)	(780,288)	780,288	-	-100.0%		0.0%
Expense	-	-	-	-	-	-	0.0%		0.0%
550 - TRANSFERS OUT	-	-	-	-	-	-	0.0%		0.0%
Grand Total	-	(4,523,069)	-	(5,330,161)	807,091	4,523,069	-15.1%		0.0%

FY23 Wasco County - 2023-01 January

as of: 2/8/2023

911

Fund 2200 - 911 COMMUNICATIONS FUND
Segment 3 All
Segment 4 All

Fund
SubDept
Not used

Column Labels		2022							
2023									
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	FY23- FY22 Actual Variance	FY23-FY22 %	FY23 Budget - Actual	FY23 Budget Execution	
00 - NON-DEPARTMENTAL RESOURCES					-	0.0%	-	0.0%	
Revenue	(275,764)	(364,212)	(254,756)	(316,906)	(47,306)	14.9%	88,448	132.1%	
400 - BEGINNING FUND BALANCE	(274,264)	(360,935)	(253,756)	(315,848)	(45,087)	14.3%	86,671	131.6%	
417 - INVESTMENT EARNINGS	(1,500)	(3,277)	(1,000)	(1,058)	(2,219)	209.7%	1,777	218.5%	
16 - SHERIFF					-	0.0%	-	0.0%	
Revenue	(1,039,399)	(392,372)	(1,079,052)	(501,541)	109,169	-21.8%	(647,028)	37.7%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(668,938)	(177,162)	(604,081)	(161,878)	(15,284)	9.4%	(491,776)	26.5%	
414 - CHARGES FOR SERVICE	(370,361)	(214,878)	(474,871)	(339,520)	124,642	-36.7%	(155,483)	58.0%	
421 - MISCELLANEOUS	(100)	(331)	(100)	(143)	(188)	131.8%	231	331.4%	
Expense	1,275,542	711,379	1,233,273	628,214	83,165	13.2%	564,163	55.8%	
510 - PERSONNEL	1,015,087	598,904	975,771	537,779	61,125	11.4%	416,183	59.0%	
520 - MATERIALS & SERVICES	260,455	112,475	257,502	90,435	22,040	24.4%	147,980	43.2%	
540 - DEBT SERVICE	-	-	-	-	-	0.0%	-	0.0%	
90 - TRANSFERS					-	0.0%	-	0.0%	
Revenue	(150,457)	(87,766)	(193,145)	(112,668)	24,902	-22.1%	(62,691)	58.3%	
450 - TRANSFERS IN	(150,457)	(87,766)	(193,145)	(112,668)	24,902	-22.1%	(62,691)	58.3%	
Expense	30,000	17,500	213,172	124,350	(106,850)	-85.9%	12,500	58.3%	
550 - TRANSFERS OUT	30,000	17,500	213,172	124,350	(106,850)	-85.9%	12,500	58.3%	
Grand Total	(160,078)	(115,470)	(80,508)	(178,550)	63,080	-35.3%	(44,608)	72.1%	
					-	0.0%	-	0.0%	

FY23 Wasco County - 2023-01 January

as of: 2/8/2023

911Equip

Fund	3240 - 911 EQUIPMENT RESERVE
Segment 3	All
Segment 4	All

Fund
SubDept
Not used

Column Labels		2022							
2023						FY23- FY22		FY23 Budget	FY23 Budget
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual		Actual Variance	FY23-FY22 %	- Actual	Execution
00 - NON-DEPARTMENTAL RESOURCES						-	0.0%	-	0.0%
Revenue	(308,903)	(312,691)	(95,216)	(94,955)		(217,736)	229.3%	3,788	101.2%
400 - BEGINNING FUND BALANCE	(308,355)	(308,835)	(94,668)	(94,680)		(214,155)	226.2%	480	100.2%
417 - INVESTMENT EARNINGS	(548)	(3,856)	(548)	(275)		(3,581)	1303.7%	3,308	703.6%
16 - SHERIFF						-	0.0%	-	0.0%
Revenue	-	-	-	-		-	0.0%	-	0.0%
413 - INTERGOV REV-SINGLE AUDIT	-	-	-	-		-	0.0%	-	0.0%
Expense	338,903	-	308,388	-		-	0.0%	338,903	0.0%
530 - CAPITAL OUTLAY	338,903	-	308,388	-		-	0.0%	338,903	0.0%
90 - TRANSFERS						-	0.0%	-	0.0%
Revenue	(30,000)	(17,500)	(213,172)	(124,350)		106,850	-85.9%	(12,500)	58.3%
450 - TRANSFERS IN	(30,000)	(17,500)	(213,172)	(124,350)		106,850	-85.9%	(12,500)	58.3%
Expense	-	-	-	-		-	0.0%	-	0.0%
550 - TRANSFERS OUT	-	-	-	-		-	0.0%	-	0.0%
Grand Total	-	(330,191)	-	(219,305)		(110,885)	50.6%	330,191	0.0%

FY23 Wasco County - 2023-01 January
Community Corrections

as of: 2/8/2023

Fund	2270 - COMMUNITY CORRECTIONS FUND
Segment 3	All
Segment 4	All

Fund
SubDept
Not used

Column Labels		2022							
2023						FY23- FY22		FY23 Budget - FY23 Budget	
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual		Actual Variance	FY23-FY22 %	Actual	Execution
00 - NON-DEPARTMENTAL RESOURCES						-	0.0%	-	0.0%
Revenue		(1,084,557)	(1,080,692)	(545,000)	(939,245)	(141,446)	15.1%	(3,865)	99.6%
400 - BEGINNING FUND BALANCE		(1,074,557)	(1,062,080)	(535,000)	(936,031)	(126,050)	13.5%	(12,477)	98.8%
417 - INVESTMENT EARNINGS		(10,000)	(18,611)	(10,000)	(3,215)	(15,397)	478.9%	8,611	186.1%
16 - SHERIFF						-	0.0%	-	0.0%
Revenue		(1,777,148)	(1,341,674)	(1,523,642)	(1,304,630)	(37,044)	2.8%	(435,474)	75.5%
411 - LICENSES-FEES & PERMITS		(32,000)	(20,457)	(109,000)	(42,644)	22,187	-52.0%	(11,543)	63.9%
412 - INTERGOV REV-NON-SINGLE AUDIT		(1,745,148)	(1,318,834)	(1,414,642)	(1,252,025)	(66,809)	5.3%	(426,314)	75.6%
421 - MISCELLANEOUS		-	(2,383)	-	(9,960)	7,577	-76.1%	2,383	0.0%
Expense		2,487,902	803,379	1,899,113	1,071,066	(267,687)	-25.0%	1,684,523	32.3%
510 - PERSONNEL		948,329	459,463	803,990	522,559	(63,096)	-12.1%	488,866	48.4%
520 - MATERIALS & SERVICES		989,573	343,916	1,008,214	548,507	(204,591)	-37.3%	645,657	34.8%
530 - CAPITAL OUTLAY		550,000	-	86,909	-	-	0.0%	550,000	0.0%
90 - TRANSFERS		-	-			-	0.0%	-	0.0%
Grand Total		(373,803)	(1,618,986)	(169,529)	(1,172,809)	(446,177)	38.0%	1,245,183	433.1%

as of: 2/8/2023

Fund	2030 - COUNTY FAIR FUND
Segment 3	All
Segment 4	All

Fund
SubDept
Not used

Page 12 of 19

FY23 Wasco County - 2023-01 January

as of: 2/8/2023

Fair&Park

Fund	2230 - PARKS FUND
Segment 3	All
Segment 4	All

Fund
SubDept
Not used

Column Labels		2022						
2023					FY23- FY22		FY23 Budget	FY23 Budget
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	Actual Variance	FY23-FY22 %	- Actual	Execution
00 - NON-DEPARTMENTAL RESOURCES					-	0.0%	-	0.0%
Revenue	(273,119)	(246,437)	(257,876)	(284,189)	37,752	-13.3%	(26,682)	90.2%
400 - BEGINNING FUND BALANCE	(271,319)	(243,156)	(255,376)	(283,311)	40,156	-14.2%	(28,163)	89.6%
417 - INVESTMENT EARNINGS	(1,800)	(3,281)	(2,500)	(878)	(2,404)	273.9%	1,481	182.3%
18 - ADMINISTRATION					-	0.0%	-	0.0%
Revenue	(394,250)	(70,865)	(373,750)	(33,865)	(37,001)	109.3%	(323,385)	18.0%
411 - LICENSES-FEES & PERMITS	(26,250)	(30,775)	(13,750)	(5,552)	(25,223)	454.3%	4,525	117.2%
412 - INTERGOV REV-NON-SINGLE AUDIT	(368,000)	(39,520)	(360,000)	(28,313)	(11,207)	39.6%	(328,480)	10.7%
418 - RENTS	-	-	-	-	-	0.0%	-	0.0%
419 - CONTRIBUTIONS & DONATIONS	-	-	-	-	-	0.0%	-	0.0%
421 - MISCELLANEOUS	-	(571)	-	-	(571)	0.0%	571	0.0%
Expense	554,381	58,329	549,696	60,393	(2,064)	-3.4%	496,052	10.5%
510 - PERSONNEL	46,411	36,760	43,726	25,303	11,457	45.3%	9,652	79.2%
520 - MATERIALS & SERVICES	77,970	21,570	75,970	35,090	(13,520)	-38.5%	56,400	27.7%
530 - CAPITAL OUTLAY	430,000	-	430,000	-	-	0.0%	430,000	0.0%
90 - TRANSFERS	(50,000)	-	(50,000)	-	-	0.0%	(50,000)	0.0%
Grand Total	(162,988)	(258,973)	(131,930)	(257,661)	(1,313)	0.5%	95,985	158.9%

FY23 Wasco County - 2023-01 January

as of: 2/8/2023

Reserve & Capital

Segment 3	All	Fund
Segment 4	All	SubDept
		Not used

Column Labels		2022						
2023								
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	FY23- FY22		FY23 Budget - FY23 Budget	
					Actual	Variance	Actual	Execution
3220 - CAPITAL ACQUISITIONS FUND	-	(2,678,707)	-	(3,824,524)	1,145,817	-30.0%	2,678,707	0.0%
00 - NON-DEPARTMENTAL RESOURCES					-	0.0%	-	0.0%
Revenue	(3,799,511)	(3,794,912)	(3,884,276)	(3,867,183)	72,271	-1.9%	(4,599)	99.9%
400 - BEGINNING FUND BALANCE	(3,780,211)	(3,763,187)	(3,864,976)	(3,855,992)	92,805	-2.4%	(17,024)	99.5%
417 - INVESTMENT EARNINGS	(19,300)	(31,725)	(19,300)	(11,191)	(20,534)	183.5%	12,425	164.4%
18 - ADMINISTRATION					-	0.0%	-	0.0%
Revenue	-	-	-	-	-	0.0%	-	0.0%
412 - INTERGOV REV-NON-SINGLE AUDIT	-	-	-	-	-	0.0%	-	0.0%
418 - RENTS	-	-	-	-	-	0.0%	-	0.0%
Expense	4,549,511	1,553,705	3,884,276	42,660	1,511,045	3542.1%	2,995,806	34.2%
520 - MATERIALS & SERVICES	-	-	-	-	-	0.0%	-	0.0%
530 - CAPITAL OUTLAY	4,549,511	1,553,705	3,884,276	42,660	1,511,045	3542.1%	2,995,806	34.2%
90 - TRANSFERS	(750,000)	(437,500)	-	-	(437,500)	0.0%	(312,500)	58.3%
3260 - FACILITY CAPITAL RESERVE	-	(5,112,039)	-	(3,521,106)	(1,590,932)	45.2%	5,112,039	0.0%
00 - NON-DEPARTMENTAL RESOURCES					-	0.0%	-	0.0%
Revenue	(3,725,503)	(3,689,086)	(3,034,239)	(3,483,746)	(205,340)	5.9%	(36,417)	99.0%
400 - BEGINNING FUND BALANCE	(3,627,503)	(3,594,801)	(2,936,239)	(3,434,256)	(160,544)	4.7%	(32,702)	99.1%
417 - INVESTMENT EARNINGS	(98,000)	(94,285)	(98,000)	(49,490)	(44,795)	90.5%	(3,715)	96.2%
18 - ADMINISTRATION					-	0.0%	-	0.0%
Revenue	-	(1,055,022)	-	(50,860)	(1,004,162)	1974.4%	1,055,022	0.0%
412 - INTERGOV REV-NON-SINGLE AUDIT	-	(1,000,000)	-	-	(1,000,000)	0.0%	1,000,000	0.0%
421 - MISCELLANEOUS	-	-	-	-	-	0.0%	-	0.0%
490 - OTHER FINANCING	-	(55,022)	-	(50,860)	(4,162)	8.2%	55,022	0.0%
Expense	4,505,587	87,118	3,021,739	1,000	86,118	8611.8%	4,418,469	1.9%
530 - CAPITAL OUTLAY	4,505,587	87,118	3,021,739	1,000	86,118	8611.8%	4,418,469	1.9%
90 - TRANSFERS	(780,084)	(455,049)	-	12,500	(467,549)	-3740.4%	(325,035)	58.3%
99 - NON-DEPARTMENTAL EXPENDITURES					-	0.0%	-	0.0%
Expense	-	-	12,500	-	-	0.0%	-	0.0%
550 - TRANSFERS OUT	-	-	12,500	-	-	0.0%	-	0.0%
3270 - GENERAL OPERATING RESERVE	-	(8,340,018)	-	(8,008,321)	(331,697)	4.1%	8,340,018	0.0%
00 - NON-DEPARTMENTAL RESOURCES					-	0.0%	-	0.0%
Revenue	(7,687,681)	(8,061,098)	(8,637,778)	(5,879,506)	(2,181,592)	37.1%	373,417	104.9%

FY23 Wasco County - 2023-01 January

as of: 2/8/2023

Reserve & Capital

Column Labels								
2023					2022			
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	FY23- FY22		FY23 Budget - FY23 Budget	
					Actual	Variance	Actual	Execution
400 - BEGINNING FUND BALANCE	(7,670,081)	(7,836,806)	(8,620,178)	(5,743,560)	(2,093,245)	36.4%	166,725	102.2%
413 - INTERGOV REV-SINGLE AUDIT	-	(127,743)	-	(118,801)	(8,942)	7.5%	127,743	0.0%
417 - INVESTMENT EARNINGS	(17,600)	(96,550)	(17,600)	(17,145)	(79,405)	463.1%	78,950	548.6%
421 - MISCELLANEOUS	-	-	-	-	-	0.0%	-	0.0%
18 - ADMINISTRATION					-	0.0%	-	0.0%
Expense	8,469,310	177,031	10,921,132	154,539	22,492	14.6%	8,292,279	2.1%
510 - PERSONNEL	-	-	1,600,000	-	-	0.0%	-	0.0%
520 - MATERIALS & SERVICES	8,469,310	177,031	9,321,132	154,539	22,492	14.6%	8,292,279	2.1%
530 - CAPITAL OUTLAY	-	-	-	-	-	0.0%	-	0.0%
90 - TRANSFERS	(781,629)	(455,950)	(2,283,354)	(2,283,354)	1,827,404	-80.0%	(325,679)	58.3%
Grand Total	-	(16,130,763)	-	(15,353,951)	(776,812)	5.1%	16,130,763	0.0%

FY23 Wasco County - 2023-01 January

as of: 2/8/2023

Appropriation General Fund

Fund	1010 - GENERAL FUND
Segment 3	All
Segment 4	All

Fund
SubDept
Not used

0

Column Labels		2022							
2023									
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	FY23- FY22		FY23 Budget -		FY23 Budget
					Actual	Variance	FY23-FY22 %	Actual	Execution
12 - ASSESSMENT & TAXATION	1,059,958	478,560	922,736	389,702	88,857		22.8%	581,398	45.1%
Expense	1,059,958	478,560	922,736	389,702	88,857		22.8%	581,398	45.1%
15 - COUNTY CLERK	872,718	243,798	551,278	185,505	58,292		31.4%	628,920	27.9%
Expense	872,718	243,798	551,278	185,505	58,292		31.4%	628,920	27.9%
16 - SHERIFF	4,809,127	1,816,733	3,544,441	1,417,022	399,711		28.2%	2,992,394	37.8%
Expense	4,809,127	1,816,733	3,544,441	1,417,022	399,711		28.2%	2,992,394	37.8%
17 - ADMINISTRATIVE SERVICES	5,533,641	2,027,138	4,940,392	1,660,657	366,481		22.1%	3,506,503	36.6%
Expense	5,533,641	2,027,138	4,940,392	1,660,657	366,481		22.1%	3,506,503	36.6%
18 - ADMINISTRATION	4,796,285	2,764,216	3,949,487	2,240,196	524,020		23.4%	2,032,069	57.6%
Expense	4,796,285	2,764,216	3,949,487	2,240,196	524,020		23.4%	2,032,069	57.6%
19 - DISTRICT ATTORNEY	1,279,521	614,443	917,257	459,648	154,795		33.7%	665,078	48.0%
Expense	1,279,521	614,443	917,257	459,648	154,795		33.7%	665,078	48.0%
21 - PLANNING	1,305,532	479,120	970,566	382,490	96,630		25.3%	826,412	36.7%
Expense	1,305,532	479,120	970,566	382,490	96,630		25.3%	826,412	36.7%
22 - PUBLIC WORKS	149,323	36,806	61,319	33,073	3,732		11.3%	112,517	24.6%
Expense	149,323	36,806	61,319	33,073	3,732		11.3%	112,517	24.6%
24 - PREVENTION DIVISION	2,000,224	748,534	1,582,167	531,738	216,796		40.8%	1,251,690	37.4%
Expense	2,000,224	748,534	1,582,167	531,738	216,796		40.8%	1,251,690	37.4%
90 - TRANSFERS	2,507,670	1,481,765	2,522,999	2,442,522	(960,757)		-39.3%	1,025,905	59.1%
Expense	2,507,670	1,481,765	2,522,999	2,442,522	(960,757)		-39.3%	1,025,905	59.1%
91 - CONTINGENCY	2,596,992	-	1,949,278	-	-		0.0%	2,596,992	0.0%
Expense	2,596,992	-	1,949,278	-	-		0.0%	2,596,992	0.0%
93 - UNAPPROPRIATED	6,483,973	-	6,485,698	-	-		0.0%	6,483,973	0.0%
Expense	6,483,973	-	6,485,698	-	-		0.0%	6,483,973	0.0%
Grand Total	33,394,964	10,691,113	28,397,617	9,742,555	948,558		9.7%	22,703,851	32.0%

FY23 Wasco County - 2023-01 January

as of: 2/8/2023

Appropriation all other Funds

Segment 3	All	Fund
Segment 4	All	SubDept
		Not used

Column Labels 2023					2022			
Depts/Account Categories					FY23- FY22		FY23 Budget - FY23 Budget	
Expense	Revised Budget	Actual	Revised Budget	Actual	Actual Variance	FY23-FY22 %	Actual	Execution
	45,811,210	7,756,703	46,870,179	8,294,584	(537,881)	-6.5%	38,054,507	16.9%
1500 - BUILDING CODES GENERAL	4,135,188	360,667	4,253,857	276,305	84,362	30.5%	3,774,521	8.7%
25 - BUILDING CODES	1,585,491	360,667	1,559,117	276,305	84,362	30.5%	1,224,824	22.7%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	291,280	-	300,000	-	-	0.0%	291,280	0.0%
93 - UNAPPROPRIATED	2,258,417	-	2,394,740	-	-	0.0%	2,258,417	0.0%
1600 - BUILDING CODES - ELECTRICAL	775,749	131,979	853,793	105,810	26,169	24.7%	643,770	17.0%
25 - BUILDING CODES	239,923	131,979	232,784	105,810	26,169	24.7%	107,944	55.0%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	113,891	-	117,356	-	-	0.0%	113,891	0.0%
93 - UNAPPROPRIATED	421,935	-	503,653	-	-	0.0%	421,935	0.0%
2020 - PUBLIC WORKS FUND	7,368,392	2,734,997	6,955,032	2,595,141	139,855	5.4%	4,633,395	37.1%
22 - PUBLIC WORKS	4,153,582	2,734,997	3,546,505	1,814,853	920,143	50.7%	1,418,585	65.8%
90 - TRANSFERS	-	-	780,288	780,288	(780,288)	-100.0%	-	0.0%
91 - CONTINGENCY	2,691,445	-	2,104,874	-	-	0.0%	2,691,445	0.0%
93 - UNAPPROPRIATED	523,365	-	523,365	-	-	0.0%	523,365	0.0%
2030 - COUNTY FAIR FUND	514,506	228,474	393,516	143,390	85,083	59.3%	286,032	44.4%
18 - ADMINISTRATION	259,591	228,474	157,324	143,390	85,083	59.3%	31,117	88.0%
90 - TRANSFERS	50,000	-	50,000	-	-	0.0%	50,000	0.0%
91 - CONTINGENCY	110,850	-	92,127	-	-	0.0%	110,850	0.0%
93 - UNAPPROPRIATED	94,065	-	94,065	-	-	0.0%	94,065	0.0%
2040 - COUNTY SCHOOL FUND	427,541	-	427,541	-	-	0.0%	427,541	0.0%
18 - ADMINISTRATION	427,541	-	427,541	-	-	0.0%	427,541	0.0%
2050 - LAND CORNER PRESERVATION FUND	192,452	14,648	151,185	15,287	(639)	-4.2%	177,804	7.6%
22 - PUBLIC WORKS	26,495	14,648	24,691	15,287	(639)	-4.2%	11,847	55.3%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	119,365	-	79,902	-	-	0.0%	119,365	0.0%
93 - UNAPPROPRIATED	46,592	-	46,592	-	-	0.0%	46,592	0.0%
99 - NON-DEPARTMENTAL EXPENDITURES	-	-	-	-	-	0.0%	-	0.0%
2060 - FOREST HEALTH PROGRAM FUND	501,726	-	449,482	-	-	0.0%	501,726	0.0%
18 - ADMINISTRATION	60,000	-	60,000	-	-	0.0%	60,000	0.0%

FY23 Wasco County - 2023-01 January

as of: 2/8/2023

Appropriation all other Funds

Column Labels 2023	2022							
	FY23- FY22		FY23 Budget - FY23 Budget					
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	Actual Variance	FY23-FY22 %	Actual	Execution
90 - TRANSFERS	184,770	-	184,770	-	-	0.0%	184,770	0.0%
91 - CONTINGENCY	256,956	-	204,712	-	-	0.0%	256,956	0.0%
2070 - HOUSEHOLD HAZARDOUS WASTE FUND	390,872	-	393,239	-	-	0.0%	390,872	0.0%
91 - CONTINGENCY	205,738	-	86,012	-	-	0.0%	205,738	0.0%
93 - UNAPPROPRIATED	185,134	-	307,227	-	-	0.0%	185,134	0.0%
2080 - SPECIAL ECON DEV PAYMENTS FUND	4,028,386	831,000	4,430,039	3,007,133	(2,176,133)	-72.4%	3,197,386	20.6%
18 - ADMINISTRATION	3,748,386	551,000	4,025,039	2,602,133	(2,051,133)	-78.8%	3,197,386	14.7%
90 - TRANSFERS	280,000	280,000	405,000	405,000	(125,000)	-30.9%	-	100.0%
2090 - LAW LIBRARY FUND	155,401	5,133	166,212	15,273	(10,139)	-66.4%	150,268	3.3%
19 - DISTRICT ATTORNEY	49,829	5,133	49,829	15,273	(10,139)	-66.4%	44,696	10.3%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	105,572	-	116,383	-	-	0.0%	105,572	0.0%
93 - UNAPPROPRIATED	-	-	-	-	-	0.0%	-	0.0%
2100 - DISTRICT ATTORNEY	6,254	1,050	6,643	1,843	(793)	-43.0%	5,204	16.8%
19 - DISTRICT ATTORNEY	6,254	1,050	6,643	1,843	(793)	-43.0%	5,204	16.8%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	-	-	-	-	-	0.0%	-	0.0%
2110 - MUSEUM	313,385	38,730	277,368	38,711	19	0.0%	274,655	12.4%
18 - ADMINISTRATION	135,069	38,730	114,302	38,711	19	0.0%	96,339	28.7%
91 - CONTINGENCY	178,316	-	163,066	-	-	0.0%	178,316	0.0%
93 - UNAPPROPRIATED	-	-	-	-	-	0.0%	-	0.0%
2200 - 911 COMMUNICATIONS FUND	1,465,620	728,879	1,526,953	752,564	(23,685)	-3.1%	736,741	49.7%
16 - SHERIFF	1,275,542	711,379	1,233,273	628,214	83,165	13.2%	564,163	55.8%
90 - TRANSFERS	30,000	17,500	213,172	124,350	(106,850)	-85.9%	12,500	58.3%
91 - CONTINGENCY	160,078	-	80,508	-	-	0.0%	160,078	0.0%
2230 - PARKS FUND	717,369	58,329	681,626	60,393	(2,064)	-3.4%	659,040	8.1%
18 - ADMINISTRATION	554,381	58,329	549,696	60,393	(2,064)	-3.4%	496,052	10.5%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	90,091	-	59,033	-	-	0.0%	90,091	0.0%
93 - UNAPPROPRIATED	72,897	-	72,897	-	-	0.0%	72,897	0.0%
2270 - COMMUNITY CORRECTIONS FUND	2,861,705	803,379	2,068,642	1,071,066	(267,687)	-25.0%	2,058,326	28.1%
16 - SHERIFF	2,487,902	803,379	1,899,113	1,071,066	(267,687)	-25.0%	1,684,523	32.3%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	373,803	-	169,529	-	-	0.0%	373,803	0.0%
93 - UNAPPROPRIATED	-	-	-	-	-	0.0%	-	0.0%

FY23 Wasco County - 2023-01 January

as of: 2/8/2023

Appropriation all other Funds

Column Labels 2023	2022							
	FY23- FY22		FY23 Budget - FY23 Budget					
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	Actual Variance	FY23-FY22 %	Actual	Execution
2290 - COURT FACILITIES SECURITY FUND	296,021	-	262,121	-	-	0.0%	296,021	0.0%
18 - ADMINISTRATION	51,000	-	51,000	-	-	0.0%	51,000	0.0%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	245,021	-	211,121	-	-	0.0%	245,021	0.0%
2330 - KRAMER FIELD FUND	35,910	-	35,910	-	-	0.0%	35,910	0.0%
18 - ADMINISTRATION	35,910	-	35,910	-	-	0.0%	35,910	0.0%
2370 - CLERK RECORDS FUND	54,067	1,585	53,430	970	615	63.4%	52,482	2.9%
15 - COUNTY CLERK	19,000	1,585	12,800	970	615	63.4%	17,415	8.3%
91 - CONTINGENCY	35,067	-	40,630	-	-	0.0%	35,067	0.0%
3210 - ROAD RESERVE FUND	3,707,355	-	5,335,555	-	-	0.0%	3,707,355	0.0%
22 - PUBLIC WORKS	3,707,355	-	5,335,555	-	-	0.0%	3,707,355	0.0%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
3220 - CAPITAL ACQUISITIONS FUND	4,549,511	1,553,705	3,884,276	42,660	1,511,045	3542.1%	2,995,806	34.2%
18 - ADMINISTRATION	4,549,511	1,553,705	3,884,276	42,660	1,511,045	3542.1%	2,995,806	34.2%
3240 - 911 EQUIPMENT RESERVE	338,903	-	308,388	-	-	0.0%	338,903	0.0%
16 - SHERIFF	338,903	-	308,388	-	-	0.0%	338,903	0.0%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	-	-	-	-	-	0.0%	-	0.0%
3260 - FACILITY CAPITAL RESERVE	4,505,587	87,118	3,034,239	13,500	73,618	545.3%	4,418,469	1.9%
18 - ADMINISTRATION	4,505,587	87,118	3,021,739	1,000	86,118	8611.8%	4,418,469	1.9%
90 - TRANSFERS	-	-	-	12,500	(12,500)	-100.0%	-	0.0%
99 - NON-DEPARTMENTAL EXPENDITURES	-	-	12,500	-	-	0.0%	-	0.0%
3270 - GENERAL OPERATING RESERVE	8,469,310	177,031	10,921,132	154,539	22,492	14.6%	8,292,279	2.1%
18 - ADMINISTRATION	8,469,310	177,031	10,921,132	154,539	22,492	14.6%	8,292,279	2.1%
Grand Total	45,811,210	7,756,703	46,870,179	8,294,584	(537,881)	-6.5%	38,054,507	16.9%



CONSENT AGENDA

[MINUTES: 1.18.2022 REGULAR SESSION MINUTES](#)

[YOUTH THINK BILLBOARD CONTRACT EXTENSION](#)

[APPOINTMENTS](#)

[DISSOLUTION PETITION](#)

[RIGHT OF FIRST REFUSAL AGREEMENT](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JANUARY 18, 2023

This meeting was held in person and 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: Steve Kramer, Chair
Scott Hege, Vice-Chair
Phil Brady, County Commissioner
STAFF: Kathy Clark, Executive Assistant
Tyler Stone, Administrative Officer

Chair Kramer opened the session at 9:00 a.m. with the Pledge of Allegiance. He introduced newly sworn Commissioner Phil Brady. Chair Kramer noted a change to the agenda with the addition of the Great River Cemetery Subdivision Plat.

Discussion Item – Great River Subdivision Plat

County Assessor Jill Amery explained that this is for a cemetery and therefore has no lots which is unusual for a subdivision. Vice-Chair Hege asked if there will be any other uses on this property. Ms. Amery replied that there would not be other uses on this parcel; the landowner owns multiple parcels.

*****The Board was in consensus to sign the Great River Cemetery subdivision plat.*****

Discussion Item – Marine Board Contract

Sheriff Lane Magill explained that over the last several years they have found it increasingly difficult to work within the Oregon Marine Board system for marine patrols. Training for the program is available only once a year making it difficult to train enough staff to provide adequate response to marine calls. Funding for the program is not adequate and the State system does not recognize contacts that do not result in arrest or citation which causes activity reports to not accurately reflect the actual work being done. For these reasons, the Sheriff's Office has determined that it is in the best interest of our citizens that we withdraw from the State program and bring the functions of marine patrol in-house.

Sheriff Magill went on to say that they have room in their budget to purchase a

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JANUARY 18, 2023
PAGE 2

boat suitable to patrol the many smaller bodies of water used by the Wasco County boating community and recreation visitors. Incidents occurring on the Columbia River will be addressed by other agencies. In addition, OSP provides a marine presence during high water use events. The Sheriff's Office has identified a training resource that will allow for more deputies to be qualified to serve in a marine patrol capacity. He added that their ability to fund this program is a direct result of the County's new budgeting system.

Chief Deputy Scott Williams commented that response time will improve as they will have more deputies trained; deputies on shift will be able to get to the boat for immediate response as opposed to calling someone in who may live 45 minutes away. He said this will be a more robust program, better able to serve citizens.

Sheriff Magill reported that the Marine Board still has some statutory obligations such as providing buoy markers which our deputies will deploy.

Chief Deputy Williams observed that this is an amicable termination; the Marine Board understands the staffing issues. New deputies will serve for 2 years before being trained for marine patrol.

Vice-Chair Hege commented that the Marine Board is funded by fees and licensing. He said we have a fair amount of waterways in our county; it is disappointing that the program makes it so difficult for us to operate a marine patrol with support from the Marine Board. He stated that they should be helping us; he will be talking to them about what changes need to be made for the program to be more useful to us.

South Wasco Park and Recreation District member Lisa Gambee asked what this will mean for the Pine Hollow Reservoir. Sheriff Magill replied that they hope to be ready in the next 60-90 days; however, he pointed out that they are down by five in staffing. He said there will be limited patrols on Pine Hollow Reservoir this summer. He added that they work closely with partners, such as the Oregon State Patrol – they are very active and can also put a boat on the water at Pine Hollow.

Chief Deputy Williams stated that the new program will be very beneficial to the residents of South County. He said they have deputies who want to work overtime; when they are fully staffed, they can send someone out for a shift because there will be more people trained for marine patrol.

{{{Commissioner Brady moved to approve the Termination Agreement to IGA 250.2123 Wasco County-000. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion Item – Hazard Mitigation Grant Agreement

Planning Director Kelly Howsley-Glover explained that FEMA approved our Natural Hazards Mitigation Plan in 2019; the plan should be updated every 5 years. Planning staff have been working diligently in our small cities to make the plan more multi-jurisdictional. Currently, the only city participating is The Dalles. Planning will continue work to engage the cities of Dufur, Maupin and Mosier. She added that Senior Planner Daniel Dougherty will be leading this effort.

Vice-Chair Hege asked what is required for a city to participate in this process. Ms. Howsley-Glover explained that they have to have a dedicated staffer participate in the drafting of an addendum where they outline their specific actions. The benefit is that the County does the lion's share of the plan.

Vice-Chair Hege asked if staffing for a city could be a consultant rather than a member of their staff. Ms. Howsley-Glover responded that it could be either. She added that FEMA provides a great book that helps in navigating the process; it is very clearly spelled out—even a novice can be successful. She added that the Director of Public Works leads the process for the City of The Dalles. The time commitment is 5-15 hours per month during the planning process.

Vice-Chair Hege asked if cities are required to have a plan or does not having a plan restrict their access to funds. Ms. Howsley-Glover replied that cities are not required to have a plan; however, the lack of a plan will restrict their access to funding. In addition to access to money, a plan is fundamentally beneficial to cities and their residents.

Vice-Chair Hege asked what the timeline is for participation in this update. Ms. Howsley-Glover said that cities have until the end of this calendar year; although staff has been continuously working on the plan, the major work for the update will begin in 2024. Cities need to sign on by then.

{{{Vice-Chair Hege moved to approve the Hazard Mitigation Grant for the Wasco County Multi-Jurisdictional Natural Hazard Mitigation Plan. Commissioner Brady seconded the motion which passed unanimously.}}}

Discussion Item – Community Wildfire Risk Reduction Grant Application

Emergency Manager Sheridan McClellan reviewed the memo included in the Board Packet. He said that they hope to use this funding, if awarded, to fix the roads within the fairgrounds and remove brush at the fairgrounds and county property located on the west side of The Dalles.

*****The Board was in consensus for the Emergency Manager to move forward with an application for the Wildfire Risk Reduction Grant.*****

Consent Agenda – 12.21.2022 Minutes/Crestline Contract

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

Agenda Item – Budget Adjustment/Finance Report

BUDGET ADJUSTMENT

Finance Director Mike Middleton reviewed the memo included in the Board Packet saying that this is for the Fair Fund which has exceeded its budget; this will bring it into compliance with accounting requirements. The transfer of funds will cover the deficit and upcoming salary matrix increases. Since this is less than 10% of their budget, a public hearing is not required.

Vice-Chair Hege asked if the contingency funds being transferred are from General Fund Contingency or Fair Contingency. Mr. Middleton replied the transfer is within the Fair Budget and will not come out of General Fund. Mr. Stone asked if this adjustment supports the advance spending needed to prepare for the 2023 Fair. Mr. Middleton responded affirmatively saying that he projected expenditures to cover those costs.

Chair Kramer observed that there is a new Fair Board; that team will keep a close eye on the budget so as not to overspend. Vice-Chair Hege commented that he heard that the first meeting of the new Fair Board went very well.

{{{Vice-Chair Hege moved to approve Resolution 23-001 increasing expenditures and revenue appropriations within a fund. Commissioner Brady seconded the motion which passed unanimously.}}}

FINANCE REPORT

Mr. Middleton reviewed the memo included in the Board Packet. He noted that we are at 101% of property tax projections and investment earnings are at \$140,000, up from \$35,000 last year.

Agenda – Waste Wizard

Solid Waste Coordinator Morgaine Riggins reviewed the memo included in the Board Packet. She said the Waste Wizard app has been a great resource for the community and is well trafficked with a minimum of 5 searches per day. She reported that it has been marketed in a variety of places including social media. She requested that it be continued for another year.

Chair Kramer said that he serves as Chair for this multi-jurisdictional organization; the app moves us in the right direction and it will be beneficial to continue gathering data over the next 12 months.

{{{Commissioner Brady moved to approve Order #Q-04164-1 renewing Wasco County's agreement with Routeware Global for a period of 12 months. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion Item – ARTS Program Agreement

Mr. Stone said the All Roads Transportation Safety (ARTS) Program agreement provides additional safety measures on our roadways. This will cover about 30 miles of county roads to add striping, chevrons, curve signage, etc. It is a \$1.2 million project supported by State and Federal funding with no matching funds required from the County. Once the work is complete, the County is responsible for maintenance. He said that it is a good project; he recommends moving forward with the agreement.

Chair Kramer added that the roads were identified by the State; the State agency did an inventory throughout the state. He said he supports our continued maintenance. The roads identified for work include sections of Sevenmile Road, Mill Creek Road, Dufur Valley Road, Wamic Market Road and Bakeoven Road.

Vice-Chair Hege asked how the State identified the roads. Mr. Stone replied that there were a number of factors such as speed limit, number of incidents, if it is a connector road, etc. He added that the program began in 2012.

Vice-Chair Hege commented that his recent experience of driving in dense fog

without the benefit of fog lines drove home to him the important role they play in safe traveling.

{{{Commissioner Brady moved to approve the All Roads Transportation Safety Agreement #73000-00003748. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion Item – Appointments

Ms. Clark explained that the two NORCOR appointments as well as the MCCFL appointment are a result of discussion at the last Board Session to fill some of the vacancies created by the change in the composition of the Board of Commissioners. Historically, one Commissioner is appointed as the main representative on the NORCOR Board, with the other two Commissioners appointed as Alternates to allow them to participate and vote on behalf of Wasco County in the absence of the main representative.

{{{Chair Kramer moved to approve Order 23-001 appointing Scott Hege to Northern Oregon Corrections Board of Directors. Vice-Chair Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Brady moved to approve Orders 23-002 and 23-003 appointing Steve Kramer to the Mid-Columbia Center for Living Board and Phil Brady as an Alternate on the Northern Oregon Corrections Board of Directors. Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item– Sorosis Park Update

North Wasco Parks and Recreation District Executive Director Scott Baker noted that Sorosis Park was founded and named by the Soroptimist Club. He reported that the grading and underground work has been completed, including the irrigation system that will support future plantings where now there exists a sea of bark chips. Before planting, rockery will be installed. There will be a fundraiser this spring to support the planting. Everything on the other side of the walking path has been planted and the grass has grown in well; it is being protected until it is well-established. The new pump is being built. The old pump still works but not efficiently; nevertheless, it will remain in place as a backup for the old pump. The new irrigation system can sense weather conditions and adjust the watering schedule accordingly; that should save a significant amount of water. He reported that all the money provided by the County has been spent in Phase One; he expressed his thanks for the contribution.

Mr. Baker said that the loss of the trees was devastating, but the public seems pleased with the work being done to renovate the park. In addition, one of the results of the tree loss is gaining some open space and beautiful views.

Chair Kramer commended the District on the work they have done.

Commissioner Brady asked if the water supply is from City water or the Irrigation District. Mr. Baker replied that they are not permitted to tie into the Irrigation District and therefore must use City water. He went on to say that they will be putting in some trails and have fund raising planned for plantings and to replace the failing playground equipment.

Vice-Chair Hege asked what the plans are for the replacement equipment. Mr. Baker explained that some design elements will be the same but no one is doing totally wood playground structures any more. In addition, they want to have rubber surfacing to make the playground more accessible to citizens with physical disabilities. They would also like to add a horseshoe of reservable shelters around the playground for smaller gatherings.

Vice-Chair Hege asked if the playground will be in the same location. Mr. Baker replied that it will be a little closer to the parking lot. They would also like to have a bathroom on that side of the park. The cost of the playground without the shelters is \$700,000; they had \$300,000 but had to repurpose about \$100,000 of that money.

Vice-Chair Hege observed that the current playground has tiles bearing the handprints of local children from when it was originally built. He asked what would be done with those. Mr. Baker said they plan to incorporate them into the new design. The children who made those tiles are old enough to help with the construction of the new playground.

Vice-Chair Hege asked if this will be a community project. Mr. Baker replied that it will. The District will do the pre-work and supervise the community workers. Vice-Chair Hege observed that the original build was a community project and really brought the community together. Mr. Baker concurred, saying that it is absolutely key to the project. He added that a community build results in less vandalism as the community takes ownership. In addition to community participation, the Community College can participate with their trades programs.

Vice-Chair Hege asked who they are using as their contractor. Mr. Baker said that Crestline Construction is the main contractor with Alpenglow doing the landscaping.

Vice-Chair Hege asked what the community feedback has been. Mr. Baker reported that in general the community believes the District has made lemonade out of lemons. The community would like a pavilion sized to accommodate large community events with the option to bring in food carts. The community needs more low-cost wedding venues.

Vice-Chair Hege asked about the replanting of trees. Mr. Baker said they have put in as many as they can afford and hope to plant more with the spring fund raising events. Planting will occur shortly after funds are raised so contributors can see their donations in action.

Agenda Item – EDC Annual Projects List

Mid-Columbia Economic Development District Deputy Director of Economic Development Carrie Pipinich reviewed the summary reports included in the Board Packet. She said the project list comes to the Board of County Commissioners for feedback, revisions and ultimately, approval. Once approved by the County it is incorporated in both the EDC and MCEDD plans.

Commissioner Brady asked if the list flows out of the Strategic Plan or runs parallel to it. Ms. Pipinich replied that it runs parallel to the Strategic Plan.

Commissioner Brady asked if the Innovators Drinks events are wine and cheese events. Ms. Pipinich replied affirmatively, adding that they can also include beer.

Vice-Chair Hege said that he is fine with the list; people should realize that not all projects will get funded. He pointed out that the County has an unranked project on the list. North Wasco Park and Recreation District is ranked 9 for Phase 2 of the Sorosis Park renovation.

Chair Kramer said he sat with the group as they worked through the list – it is a huge lift and he wants to thank them for their work.

*****The Board was in consensus to approve the Prioritized 2023 Wasco County Community Enhancement Projects List as presented.*****

Ms. Pipinich said they have room for one or two more Brownfield Projects

depending on the size of the project(s). Mr. Stone said he would like to see about getting started on the old county shop cleanup. Ms. Pipinich said that it may not qualify as a Brownfield Project but could qualify for funding through Business Oregon.

Staff Introduction

Mr. Stone introduced Ali Postlewait as the County's new Administrative Services Director. He said he is really looking forward to having that extra capacity in the Administration Office. She is currently re-tasked to Mid-Columbia Center for Living and is transitioning in their new Human Resources Director and Deputy Director. That will take a couple of months and then we will have her full-time.

Commissioner Brady asked where Ms. Postlewait will be housed. Mr. Stone said that she will eventually have an office in the Harding House but he would like her in the Administration Office in the courthouse for a while.

Discussion Item – Commissioners' Assignments

Chair Kramer asked if we know where North Central Public Health District (NCPHD) is heading. Mr. Stone said that he and Sherman County representatives have been working with the Oregon Health Authority (OHA) to see what a transition will look like. There are some details to work through.

Chair Kramer said he had spoken to NCPHD Board Member Bill Lennox following their last meeting and has spoken to Sherman County representatives. We may be working toward bringing Public Health back to Wasco County and then contracting with Sherman County to provide services for them. Mr. Lennox believes OHA will take our recommendation; those conversations are still ongoing. He said he has not been able to talk to NCPHD Executive Director Shellie Campbell.

Chair Kramer said he would like to volunteer to take on NCPHD as he has experience in winding down an organization and transitioning services. He suggested that Commissioner Brady take on the rest of the openings.

Commissioner Brady pointed out that he has a public health service background and would also like to take on the NCPHD appointment. Discussion ensued after which it was determined that Commissioner Brady would take the NCPHD appointment.

Chair Kramer said he would like to see CREA added to the list. Vice-Chair Hege

pointed out that we participate only peripherally in CREA. Chair Kramer acknowledged that our participation has been minimal but we are voting members.

Commissioner Brady said that Urban Renewal is not of interest to him. After further discussion, Vice-Chair Hege said he would take that assignment.

Ms. Clark said she would write appointment orders based on today's discussion and add them to the Consent Agenda for the February 1st session.

Commission Call

Vice-Chair Hege announced that AOC is kicking off legislative efforts with the beginning of the State Legislative Session. Gorgeous Nights is scheduled for February 15th with more participation from the east side of the Columbia River Gorge.

Chair Kramer pointed out that March 13th is the AOC open house for legislators.

Commissioner Brady announced that he will be attending County College starting tomorrow in Corvallis along with Ms. Postlewait. He said he recently met with a representative of Friends of the Gorge Land Trust; they discussed the trail that we might leverage to connect with the property on the west side of The Dalles.

Chair Kramer said he had also spoken with that representative and hopes to have additional productive conversations. He added that he will be out of the area for the rest of the month but will be available by phone, text and email. He said he may have to call upon Vice-Chair Hege to do Munis approvals.

Chair Kramer asked Mr. Stone if he has anything to share. Mr. Stone said he has been running with the Cupwell Water Expansion Project; he is working toward getting agreements in place. He explained that this is the water system to The Dalles Country Club and adjoining properties.

Mr. Stone went on to say that there was a lively discussion at the last Gorge Commission meeting around code compliance enforcement; we will be watching that closely. There are some pushing for counties to do more extensive code compliance work around the Scenic Act.

Mr. Stone said that there is now a full Executive Team at MCCFL and they are

trying to get systems in place and people up to speed. He hopes to soon roll back the amount of time he spends there to 20%.

Vice-Chair Hege said it is his hope that the property the County recently purchased on the west end of The Dalles can start opening in some way for public access. Mr. Stone said he has been working on that. We have to get some signage up; the property abuts the Munson pit with a 300 foot drop which needs to be addressed; and we are evaluating access for the Riders Club. He added that there is a lot of cleanup to be done; we did a controlled burn this morning. He said that we are having an arborist come in to assess the trees, some of which are threatening buildings. We need to make the property safe. There is a lot to be done, including fencing around infrastructure. He reported that he is working to get potable water to the site and County Weed Master Merle Keys has applied some weed control.

Vice-Chair Hege said it would also be nice to develop a small parking lot area for hikers and bikers. We should probably talk to the owners of the Munson Pit about sharing the cost of making it safe. Mr. Stone commented that there are other fall hazards as well. He said he drove up the access road and it was a bit harrowing. First we need to clean up the site and then address the safety issues.

Vice-Chair Hege asked Gorge Commission Board Member Rodger Nichols for an update. Mr. Nichols said that in December they held their first in-person meeting in 35 months. In January, some members were pushing for county enforcement of codes. He said he urged them to move slowly.

Chair Kramer adjourned the meeting at 10:50 a.m.

Summary of Actions

MOTIONS

- **To approve the Termination Agreement to IGA 250.2123 Wasco County-000.**
- **To approve the Hazard Mitigation Grant for the Wasco County Multi-Jurisdictional Natural Hazard Mitigation Plan.**
- **To approve the All Roads Transportation Safety Agreement #73000-00003748.**
- **to approve Orders 23-001, 23-002 and 23-23-003 appointing Scott Hege and Phil Brady to Northern Oregon Corrections Board of Directors and Steve Kramer to the Mid-Columbia Center for Living Board**

- **To approve the consent agenda – 12.21.2022 Regular Session Minutes & Crestline Construction Contract for Fairgrounds/Hunt Park Project.**
- **To approve Order #Q-04164-1 renewing Wasco County's agreement with Routeware Global for a period of 12 months.**

CONSENSUS

- **To sign the Great River Cemetery subdivision plat.**
- **For the Emergency Manager to move forward with an application for the Wildfire Risk Reduction Grant.**
- **To approve the Prioritized 2023 Wasco County Community Enhancement Projects List as presented.**

Wasco County
Board of Commissioners

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



CONSENT ITEM

Youth Think Billboard Renewal

[STAFF MEMO](#)

[36-MONTH BILLBOARD RENEWAL AGREEMENT](#)



MEMORANDUM

SUBJECT: Youth Think Billboard – Consent Item

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: FEBRUARY 7, 2023

BACKGROUND INFORMATION:

Youth Think maintains 2 prevention-message billboards in the City of The Dalles. The contract for the billboard located south facing on Union Street is due to expire at the end of March and was placed on the February 15th agenda for Board approval. We were unaware of a Meadow Outdoor policy to renew contracts 60 days prior to expiration in order to allow them time to sell the space should the current client choose to not renew. Without a renewal contract in place, Youth Think was in jeopardy of losing the space at the conclusion of the current contract. Therefore on February 2nd, working with County Counsel, we asked that the Board Chair to sign the renewal contract which is now on the Consent Agenda for Board ratification.

Due to this chain of events, Meadow Outdoor has provided us with a renewal contract for Youth Think's second billboard located east facing on 6th Street east of Cherry Heights Road. The current contract for this space expires at the end of June; you will find it on the Discussion List for Board approval.

**RENEWAL**

P.O. BOX 331 • THE DALLES, OREGON 97058 • 541-296-9684 • FAX 541-296-1855

ORDER AND AGREEMENT FOR BULLETIN DISPLAY

This Order and Agreement (hereinafter "Agreement") is effective on the date signed by Meadow Outdoor Advertising, (hereinafter "Meadow") after acceptance by Client/Agency. Client/Agency does hereby authorize and instruct Meadow to produce in good and workmanlike manner and to maintain the outdoor display described below at the price per month indicated on this Agreement. Client/Agency agrees to pay for the advertising space per the terms of this Agreement. This Agreement provides for 36 (thirty-six) continuous months of advertising, subject to the provisions of Paragraph 1 of the Standard Conditions/Exhibit A, which is incorporated by reference.

The term for this Agreement will commence on March 5, 2023. Client/Agency agrees to pay for the advertising displayed from the term start designated in this Agreement, to the end of the designated periods in this Agreement. Each monthly payment is due and payable in advance on or before the first day of each calendar month.

CLIENT/AGENCY Wasco County - YouthThink ADVERTISER YouthThink - Wasco County

DESCRIPTION OF LOCATION	CLASSIFICATION	SIZE OF DISPLAY AREA	RATE PER MONTH
The Dalles L#10347	Illuminated	12' x 24'	1 st Yr. \$415.00 (net)
Union St. EL	SMARTLINK		2 nd Yr. \$436.00 (net)
100' S/O 3rd			3 rd Yr. \$458.00 (net)
Panel B South Facing			

Additional productions and installations ordered by the client will be \$563.00 (net) each.
Standard conditions terms apply to payment

A) Meadow will provide one artwork design, initial vinyl production and initial installation at no cost for each 12 month term, with elements that have been provided the Client/Agency. See provision #2 of the Standard Conditions/Exhibit A for design and production charge information.

B) This Agreement will continue on a month-to-month basis after the term stated above unless Client/Agency or Meadow provides written notice of non-renewal no less than 60-days prior to the end of the term. Termination of this month-to-month continuance shall be accomplished by Client/Agency giving Meadow a 60-day written notice. Termination to be made effective at the end of two full billing cycles after the date of notice. Meadow may issue a written notice of termination by giving a 30 day written notice to Client/Agency to terminate the month-to-month continuance at the end of the next full billing cycle.

Client/Agency hereby contracts for the outdoor advertising services described above upon the terms set forth above and on PAGE 2/EXHIBIT A which Client/Agency hereby acknowledges and confirms receipt of by executing in the space provided below.

PRINT OR TYPE ALL SPACES EXCEPT SIGNATURE LINES

AGENCY

DIRECTMEADOW
SALESPERSON: Todd Rogers

ACCEPTED:

CLIENT/

AGENCY:

Wasco County - YouthThinkEMAIL: trogers@meadowoutdoor.comPHONE: 503-998-7889

DATE

SALES OFFICE:

ADDRESS P.O. Box 331 CITY The DallesSTATE OR ZIP 97058 PHONE 541-296-9684

SIGNATURE

Steven D. KramerTITLE Board Chair

PRINT NAME

This contract is not binding on Meadow until accepted by the General Manager

(ENTER ADDRESS TO WHICH INVOICES SHOULD BE SENT)

ACCEPTED: MEADOW OUTDOOR ADVERTISING

ADDRESS 200 E. 4th Street

BY _____ DATE _____

CITY The Dalles STATE OR ZIP 97058_____
(Authorized Meadow Signer - Print Name)PHONE 541-506-2673 FAX _____

(REV 5.1.22)

ALT. PHONE/EMAIL _____

EMAIL debbyj@co.wasco.or.us

STANDARD CONDITIONS/EXHIBIT A

IT IS AGREED THAT THE FOLLOWING PROVISIONS ARE INCORPORATED INTO AND MADE PART OF THIS CONTRACT BY REFERENCE.

1. By signing this agreement, the Client/Agency is solely responsible for and agrees to furnish print ready design material or artwork for the proper execution of a new bulletin display. Meadow will commence billing upon installation, or thirty (30) days from the date of the acceptance of this Agreement by Meadow, whichever comes first, or any day thereafter. If a specific commencement date is stipulated for a new bulletin display, that date shall be the billing commencement date regardless of the date artwork is received. Client/Agency agrees that Meadow has up to five days to complete installation of received vinyl from any stipulated commencement date. If this is a renewal agreement, billing shall continue as stipulated in the Agreement regardless of the actual reprint date, if any.
2. Upon receipt of design materials from Client/Agency, one (1) initial artwork design will be prepared for customer approval. The first revision to the initial artwork is free; subsequent revisions will be billed at \$65.00 each. The rate per month includes 1 (one) vinyl production and installation per twelve (12) month contract term. Client can purchase additional vinyl productions and installs at current Meadow rate card. Extensions and tack-on prices will be quoted upon request. All vinyl, extensions and tack-ons produced or installed by Meadow shall become the property of Meadow. Extensions are unique for each application and cannot be reused for subsequent vinyls. Extensions supplied by Meadow are guaranteed for replacement for one year. Vinyls supplied by Meadow are guaranteed for replacement for one year.
3. Upon completion of each display, Meadow shall bill Client/Agency in advance for the rate per month thereof in equal monthly amounts. Each payment shall be due and payable on the first (1st) day of each calendar month. Any pro-rata amount due for the advertising from the date of installation to the beginning of the first (1st) full calendar month of the term shall be separately billed to and paid by Client/Agency. Time is of the essence in the payment of charges due from Client/Agency hereunder. In the event payment is not received within fifteen (15) days after the due date, Meadow may in addition to the amount due, assess a late charge equal to 5% of the unpaid amount, and the unpaid amount shall accrue interest at the rate of 18% per annum, computed from the due date until the date of payment is received by Meadow. Production pro-rata payments are subject to the same payment terms. Client/Agency shall pay in full any unpaid pro-rata production before a transfer or Resale is offered.
4. Any payment not made within fifteen (15) days of the date due will constitute default in this Agreement. Should Client/Agency default on any of the payments when due hereunder, Meadow, in addition to its other available remedies, will be entitled to discontinue service on the bulletin covered by this Agreement without further notice, and sell it to other advertisers. Meadow may elect to remove the Client/Agency copy from the bulletin and install Meadow self-promoting copy such as "Advertise-Here" in order to facilitate the sale of the advertising space to other advertisers. In the event of default by Client/Agency, in addition to any other remedies available to Meadow hereunder, Meadow may elect to bill Client/Agency for the balance of the rate charges for the period covered by this Agreement. In that event, Meadow's damages shall be the difference between the rates charged for the balance of the period, less any amounts actually recovered by Meadow through resale of the bulletin to other advertisers. In addition, a charge equal to 20% of the Agreement amount shall be added and billed to Client/Agency to cover Meadow's anticipated administrative expenses and other costs in re-selling the bulletin. In the event of default, pre-paid amounts may be applied to any and all sums owing under the terms of the agreement at the sole discretion of Meadow.
5. If any advertising location specified in this Agreement is lost during the term of this Agreement, Meadow may, subject to the approval of Client/Agency, provide Client/Agency with a replacement location of at least equal advertising value. In the event Meadow determines that a suitable location is not readily available, Meadow shall have the option to terminate this Agreement. In the event of any temporary loss or reduction of service, this Agreement shall be extended beyond the termination date herein provided for a period of time equal to the time of the loss of service. All prorated charges and credits are to be computed on the basis of a thirty (30) day month.
6. Illuminated bulletins are to have Standard Illumination (Dusk to Midnight). Illumination past midnight can be provided at an additional charge. Credit will be granted for temporary loss of illumination, in the amount of 15% of the prorated daily space rate for each day illumination is not provided. Credit will be granted for the time period beginning with the date Meadow receives written notification of illumination loss from Client/Agency, to the date that the illumination has been restored/repaired.
7. In the event Meadow, for whatever reason, is unable to deliver any portion of the service called for in this Agreement, Meadow may, as its option, eliminate that service from this Agreement and credit Client/Agency for that portion of the service not delivered. If Meadow, for whatever reason, wishes to terminate this Agreement, Meadow may do so by removing the display and prorating the fees invoiced to Client/Agency up to the day before the day the display was removed.
8. Meadow reserves the right at any time, either before or after printing or painting, to censor, reject or withdraw any advertising copy under this Agreement. Client/Agency or Customer each agree to defend, indemnify and save Meadow harmless from any and all loss, liability, claims and demands arising out of the character, contents, and subject matter of any copy displayed pursuant to this Agreement, which duty of indemnification shall include defense of Meadow by legal counsel reasonably acceptable to Meadow at the sole cost and expense of the Client/Agency or Customer. This duty of indemnification will survive any termination of this Agreement.
9. Any delay by Meadow in the performance of this Agreement as a result of the acts of God, force majeure or other cause beyond the control of Meadow, including but not limited to strike, work stoppage, picketing, damage or other action by a labor organization or employee thereof, shall not constitute a ground for cancellation. In the event service is lost as a result of the foregoing, Client/Agency's sole remedy hereunder will be an appropriate credit for the delay in the form of extended service as provided in Paragraph 5 of this Agreement.
10. This Agreement represents the entire Agreement between the parties. No modification of this agreement will be valid unless in writing and signed by the parties. Meadow shall not be bound by any promises, representations or agreements not expressly incorporated herein.
11. Failure of either party at any time to require performance of any provision of this Agreement, shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.
12. Neither the rights nor the duties of the Client/Agency herein may be assigned or delegated without the prior written consent of Meadow first had obtained. Subject to the foregoing, this Agreement, at Meadow's option, shall be binding upon the heirs, representatives, successors, and assigns of the parties hereto.
13. Client/Agency shall be responsible to Meadow for any attorney fees Meadow incurs for the purpose of enforcing the terms of this Agreement, whether or not Meadow institutes litigation. In the event either party institutes litigation to enforce or recover damages under this Agreement, it is agreed that the prevailing party shall be entitled to recover, at trial and on appeal and review, in addition to amounts ordered by the court and any damages due hereunder, reasonable attorney fees and court costs.
14. Client/Agency agrees to perform this Agreement in The Dalles, Wasco County, Oregon, by making payment on the same to the office of Meadow Outdoor Advertising; in person at 1201 Bargeway Road, or mailed to P.O. Box 331, The Dalles, Oregon, 97058, or delivered electronically to Meadow Outdoor.
15. This Agreement shall be interpreted in accordance with the laws of the State of Oregon. The jurisdiction and venue for any action arising out of this Agreement, shall be in the Circuit Court in and for Wasco County, Oregon and both parties waive the right to change venue to any other location by motion or otherwise.
16. Unless otherwise stipulated on the face of this Agreement, no discounts or commissions of any kind may be deducted by the Advertiser, his Agents or Advertising Agencies.
17. If this Agreement is signed by an Advertising Agency, either on behalf of the actual Advertiser or in addition to the actual Advertiser, the term "Advertiser" as used herein shall include both the actual Advertiser and the Advertising Agency where applicable, and all obligations of the Advertiser hereunder shall be the joint and several obligations of both the actual Advertiser and the Advertising Agency.
18. Advertiser and or Advertising Agency warrant and represent that the person signing this Agreement has been authorized to enter into this Agreement and bind Advertiser and/or Advertising Agency to the terms hereof pursuant to all requisite corporate or other business entity action. Advertiser and or Advertising Agency agree that, upon any action by Meadow performed in reliance on this Agreement, Advertiser and or Advertising Agency are deemed to have waived any claim that this Agreement is invalid by reason of lack of authority of the person or persons whose signatures appear on this Agreement.
19. This Agreement may not be cancelled, terminated, or vacated by Client/Agency for any reason, whatsoever.
20. Client/Agency shall not collect from the actual Advertiser any amount greater than the rate per month shown on the face of this Agreement for the advertising space covered by this Agreement. Client/Agency agrees that such greater amount collected shall be delivered by Client/Agency to Meadow forthwith upon completion.
21. The parties hereto agree to conduct transactions by electronic means and this agreement and other agreements between the parties may be executed by providing an electronic signature under the terms of the Uniform Electronic Transaction Act, ORS 84.001 et. seq, and such agreements may not be denied legal effect solely because they are in electronic form or permit the completion of the business transaction referenced herein electronically instead of in person. (REV 5.1.22)

GUARANTEE:

For value received and in consideration of the transaction of business and credit extended by Meadow Outdoor Advertising to Client as set forth in the contracts entered into between Meadow and Client the individual whose name appears below by affixing his/her signature hereby unconditionally guarantees prompt payment and performance of all obligations of the company/client named herein to Meadow Outdoor Advertising. It is expressly understood by the parties hereto that the credit provided for herein would not have been extended to Client without this guarantee. Obligations as used herein shall include any bulletin display order and agreement entered into by company/Client and Meadow Outdoor Advertising prior to or after the date of this guarantee. If the company defaults in the payment of any such indebtedness or obligation, the individual guarantor or guarantors will pay to Meadow on demand the amount due. Said guarantor or guarantors shall also pay to Meadow on demand reasonable attorney's fees and all costs and other expenses incurred by it in collecting any indebtedness of company guaranteed hereunder or enforcing this guarantee against the guarantor or guarantors. This is a continuing guarantee. Notice of acceptance is waived. This guarantee shall remain in full force and effect and will terminate only on the satisfaction of each and every obligation of the business under this agreement with Meadow.

Guarantor

Date



CONSENT ITEM

Appointments

[STAFF MEMO](#)

[ORDER 23-004 APPOINTING PHIL BRADY TO MCHA](#)

[ORDER 23-005 APPOINTING PHIL BRADY TO MCCAC](#)

[ORDER 23-006 APPOINTING SCOTT HEGE TO URBAN RENEWAL](#)

[ORDER 23-007 APPOINTING PHIL BRADY TO NCPHD](#)

[ORDER 23-008 APPOINTING PHIL BRADY TO HEALTH COUNCIL](#)

[ORDER 23-009 APPOINTING PHIL BRADY TO HOUSING STABILIZATION
ADVISORY COMMITTEE](#)



MEMORANDUM

SUBJECT: Appointments – Consent Item

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: FEBRUARY 7, 2023

BACKGROUND INFORMATION:

At the January 18, 2023 session, the Board discussed filling vacancies created with the departure of Commissioner Schwartz. The appointments contained in the Consent Agenda reflect the consensus of the Board to fill those vacancies.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF PHIL BRADY TO THE MID-COLUMBIA HOUSING AUTHORITY BOARD

ORDER #23-004

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

IT APPEARING TO THE BOARD: That a vacancy exists on the Mid-Columbia Housing Authority; and

IT FURTHER APPEARING TO THE BOARD: That Phil Brady is willing and is qualified to be appointed to the Mid-Columbia Housing Authority.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Phil Brady be and is hereby appointed to the Mid-Columbia Housing Authority for a term to expire on December 31, 2025.

DATED this 15th day of February, 2023.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF PHIL BRADY TO THE MID-COLUMBIA COMMUNITY ACTION COUNCIL BOARD OF DIRECTORS

ORDER #23-005

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

IT APPEARING TO THE BOARD: That a vacancy exists on the Mid-Columbia Action Council Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That Commissioner Phil Brady is willing and is qualified to be appointed to the Mid-Columbia Action Council Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Commissioner Phil Brady be and is hereby appointed to the Mid-Columbia Action Council Board of Directors as Wasco County's Representative; said term to expire December 31, 2026.

DATED this 15th day of February, 2023.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF SCOTT HEGE TO THE CITY OF THE DALLES URBAN RENEWAL AGENCY BOARD

ORDER #23-006

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

IT APPEARING TO THE BOARD: That Kathleen Schwartz has moved out of the area and therefore is no longer qualified to serve on the City of The Dalles Urban Renewal Agency Board; and

IT FURTHER APPEARING TO THE BOARD: That Kathleen Schwartz's City of The Dalles Urban Renewal Agency Board term expires December 31, 2024; and

IT FURTHER APPEARING TO THE BOARD: That Scott Hege is willing and is qualified to be appointed to the City of The Dalles Urban Renewal Agency Board.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Scott Hege be and is hereby appointed to the City of The Dalles Urban Renewal Agency Board to complete the term of Kathleen Schwartz; said term to expire on December 31, 2024.

DATED this 15th day of February, 2023.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Phillip L. Brady, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF PHIL BRADY TO THE NORTH CENTRAL PUBLIC HEALTH DISTRICT BOARD OF DIRECTORS

ORDER #23-007

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

IT APPEARING TO THE BOARD: That Commissioner Schwartz's appointment to the North Central Public Health District Board of Directors expired December 31, 2022; and

IT FURTHER APPEARING TO THE BOARD: That a vacancy exists on the North Central Public Health District Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That Commissioner Phil Brady is willing and is qualified to be appointed to the North Central Public Health District Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Phil Brady be and is hereby appointed to the North Central Public Health District Board of Directors, for a term to expire on December 31, 2025.

DATED this 15th day of February, 2023.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Phillip L. Brady, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF PHILIP BRADY TO THE COLUMBIA GORGE HEALTH COUNCIL

ORDER #23-008

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

IT APPEARING TO THE BOARD: That the Columbia Gorge Health Council has been established as an entity, consisting of regional partners, for the sole purpose of collaborating with the regional Coordinated Care Organization; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County is entitled to a seat on said Council and that representative shall be appointed by the Wasco County Board of Commissioners; and

IT FURTHER APPEARING TO THE BOARD: That Kathleen Schwartz served in that capacity from July of 2021 through December of 2023 when her term of office expired; and

IT FURTHER APPEARING TO THE BOARD: That Philip Brady is willing and is qualified to be appointed as Wasco County's representative on the Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Philip Brady be and is hereby appointed as Wasco County's representative on the Columbia Gorge Health Council to serve at the pleasure of the Board.

DATED this 15th day of February, 2023.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip Brady, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF PHILIP BRADY TO THE HOUSING STABILIZATION ADVISORY BOARD

ORDER #23-009

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

IT APPEARING TO THE BOARD: The Housing Stabilization Advisory Board was created under an Memorandum of Understanding (MOU) between Mid-Columbia Community Action Council (MCCAC), City of The Dalles, City of Hood River, Wasco and Sherman Counties to advise the Mid-Columbia Houseless Collaborative overseen by MCCAC; and

IT FURTHER APPEARING TO THE BOARD: that MCCAC has asked each signer of the MOU to appoint a representative to the Housing Stabilization Advisory Board; and

IT FURTHER APPEARING TO THE BOARD: That Philip Brady is willing and is qualified to be appointed as Wasco County's representative on the Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Philip Brady be and is hereby appointed as Wasco County's representative on the Housing Stabilization Advisory Board to serve at the pleasure of the Board of Commissioners.

DATED this 15th day of February, 2023.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip Brady, County Commissioner



CONSENT ITEM

Fire District Dissolution

[STAFF MEMO](#)

[DISTRICT MINUTES](#)

[DISSOLUTION PETITION](#)

[DISTRICT BOUNDARIES – LEGAL DESCRIPTION](#)

[DISTRICT BOUNDARIES - MAP](#)



MEMORANDUM

SUBJECT: Columbia Rural Fire Protection District Dissolution

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: FEBRUARY 8, 2023

BACKGROUND INFORMATION:

The Forest Service has encouraged the Columbia Rural Fire Protection District to form a Rangeland Fire Protection Association which better fits the commitment they make to protect crops rather than structures. The Petersburg Rangeland Fire Protection Association has been formed and will operate as a 501(c)(3) non-profit. There is no further need for the Fire District which is moving through the statutory process of dissolution. Part of that process is to notify the Board of County Commissioners of their intent to dissolve. The Board of Commissioners does not have authority to approve or deny the dissolution; placing the petition in the public packet is merely formal acknowledgement of receipt of the petition. This will now move forward to a ballot measure and be put to a vote of the citizens residing within the Columbia Rural Fire Protection District – hopefully at the May, 2023 election.

Columbia Rural Fire Protection District

Minutes for Board of Directors meeting 11/9/22

Mike Kelly called the meeting to order at 7:30 pm.

David Wagonblast presented the treasurer's report. A brief discussion was held regarding not renewing our insurance for 2023 as we intended to dissolve the District.

A motion was made by Bill Hammel to dissolve the district. Mike Urness seconded the motion. It passed unanimously with all five directors voting in favor.

The meeting was adjourned at 7:40.

Respectfully submitted by Noah Williams, Secretary CRFPD.



1-25-23

Noah Williams, Secretary



1-25-23

Michael Kelly, President

Petition for Dissolution

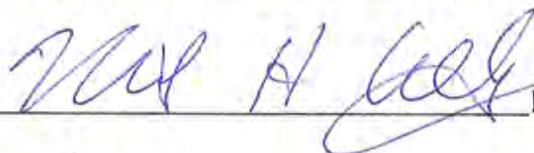
Be it resolved that the Board of Directors of Columbia Rural Fire Protection District (CRFPD) pursuant to ORS 198.920(1)(b), have determined that it is in the best interest of our constituents and Wasco County, to dissolve. We have successfully formed the Petersburg Rangeland Fire Protection Association, under the Oregon Department of Forestry, whose services will exceed the fire protection services performed by CRFPD.

The designation of "Fire Protection District" carries with it the implication that structural fires are a part of its duties. CRFPD has never dealt with structure fires, only rangeland fires. This is a source of confusion, and a point of contention per the State Fire Marshall's Office. Our new name/tilte, Petersburg Rangeland Fire Protection Association, is unambiguous in its description—we deal with rangeland fires only. Further, we will have access to surplus equipment through Oregon Dept. of Forestry. This will include radios, which will facilitate communication within the association and neighboring agencies. Finally, ODF will be providing certified training. This will help make our new association safer and be recognized as a legitimate entity in the eyes of bordering agencies. This will be a much needed first step toward reciprocal agreements and MOAs which to date, we have been unable to generate (due to our lack of certified training).

As pertains to a District plan for Dissolution, we have no outstanding debts, nor physical assets to liquidate. Any and all cash on hand (US Bank) will be transferred to the Petersburg Rangeland Protection Association, a 501(c)(3) nonprofit. The boundary of the new Association will be identical to the current existing boundary for CRFPD (Please see legal description on the following page).

We the undersigned, affirm under penalty of perjury that we are the Chief Petitioners in the foregoing Petition for Dissolution of a Special District and that all statements in this Petition are accurate to the best of our knowledge.

Signed this 2nd day of February 2023.

 Michael Kelly, President

 David Wagonblast, Treasurer

 Noah Williams, Secretary

 Bill Hammel

 Michael Urness

FILED

JUL 1 - 1966

Handwritten signature
COUNTY CLERK
DEPUTY

IN THE COUNTY COURT OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

Whereas, at an election duly and regularly held on the 24th day of June, 1966, within that portion of Wasco County, Oregon, described in

Beginning at the point the division line common to section 23 and 24 Township 2 North Range 14 E.W.M. intersects the Southerly right-of-way line of the Oregon-Washington Railroad and Navigation Company which point is the true point of beginning of this description; thence South along the east boundary of Section 23 and Section 26 to the Northeast corner of the Southeast one quarter of Section 26 Township 2 North Range 14 East of the Willamette Meridian. Thence West along the center line of Section 26 and 27 to the Northwest corner of the Southeast quarter of Section 27 Township 2 North Range 14 E.W.M.; thence South to the Northeast corner of the Northwest quarter of Section 34 Township 2 North Range 14 E.W.M.; thence West along the North boundary of Section 34 to the Northwest corner of Section 34; thence South along the West boundary of Section 34 to the Northeast corner of Section 4 Township 1 North Range 14 E.W.M.; thence West along the North boundary of Sections 4 and 5 to the Northwest corner of Section 5 Township 1 North Range 14 E.W.M.; thence South along the West boundary of Section 5 to the Northeast corner of Section 7 Township 1 North Range 14 E.W.M.; thence West along the North boundary of Section 7 to the point said boundary line intersects the Easterly right-of-way line of The Dalles-California Highway No. 197; thence following said Easterly right-of-way line in a Southerly direction to the point said right-of-way line intersects the west boundary line of Section 5 Township 1 South Range 14 E.W.M.; thence South along the West boundary lines of Sections 5 and 8 to the Southwest corner of Section 8 Township 1 South Range 14 E.W.M.; thence East along the South boundary of Section 8 to the Northwest corner of Section 16 Township 1 South Range 14 E.W.M.; thence South along the West boundary of Section 16 to the Southwest corner of Section 16; thence East along the South boundary of Section 16, 15, 14 and 13 to the Northwest corner of Section 19 Township 1 South Range 15 E.W.M.; thence South along the west boundary of Section 19 to the Southwest corner of Section 19; thence East along the South boundary of Section 19, 20, 21, 22, 23 and 24 in Township 1 South Range 15 E.W.M. and along the South boundary of Section 19 Township 1 South Range 16 E.W.M. to the point said boundary line intersects the Westerly right-of-way line of the Oregon Trunk Line Railroad; thence following the Westerly right-of-way line of the Oregon Trunk Railroad in a Northwesterly direction to the point it intersects the southerly right-of-way line of the Oregon-Washington Railroad and Navigation Company in Section 19 Township 2 North Range 15 E.W.M.; thence following the Southerly right-of-way line of the Oregon-Washington Railroad and Navigation Company in a Westerly direction to the point

1 it intersects the West boundary line of Section 24,
2 Township 2 North Range 14 E.W.M. which point is the
3 true point of beginning of this description, all in
the County of Wasco, State of Oregon.

4 there was submitted to the legal voters thereof the question whether
5 all that portion of Wasco County, Oregon, as above described shall
6 be formed into a rural fire protection district under the provisions
7 of the laws of Oregon; and


8 Whereas, at the election so held 21 votes were cast in favor
9 of formation of a rural fire protection district and 4 votes were
10 cast against such formation; and

11 Whereas, formation of a rural fire protection district received
12 the affirmative vote of the majority votes cast at that election;


13 Now, therefore, the county court of Wasco County, Oregon,
14 proclaims and declares that all that part of Wasco County, Oregon,
15 hereinbefore described has been duly and legally formed into a
16 rural fire protection district under the name of Columbia Rural
17 Fire Protection District, pursuant to and with the powers vested
18 in such rural fire protection district by virtue of the laws of
19 Oregon.

20 DATED this 1 day of July, 1966.

21 WASCO COUNTY COURT

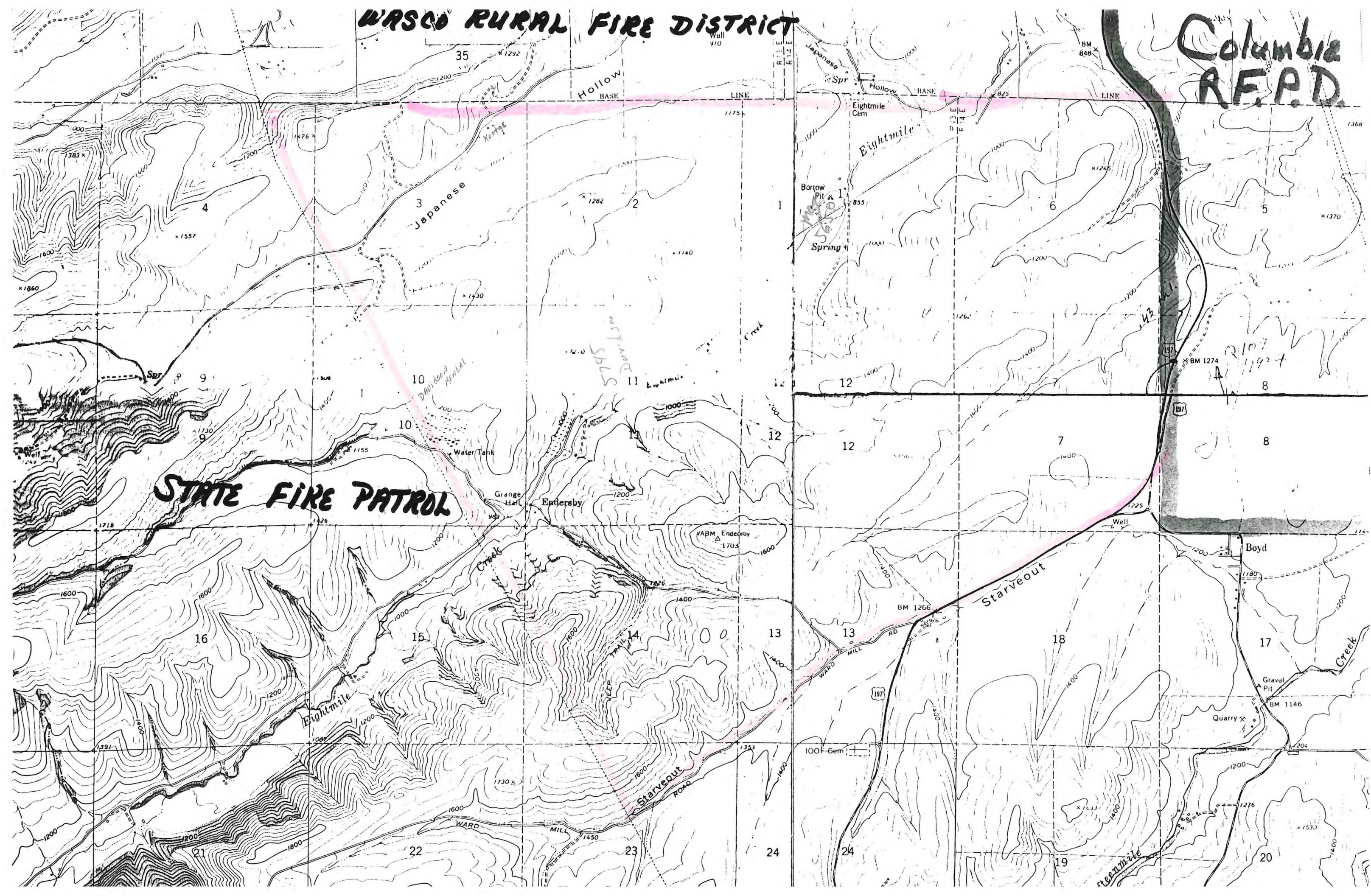
22 
23 County Judge

24 
25 County Commissioner

26 
27 County Commissioner
28
29

WASCO RURAL FIRE DISTRICT

Columbia R.F.D.



STATE FIRE PATROL



CONSENT ITEM

Right of First Refusal Agreement

[STAFF MEMO](#)

[ROFR AGREEMENT](#)



MEMORANDUM

SUBJECT: Right of First Refusal

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: FEBRUARY 8, 2023

BACKGROUND INFORMATION:

The County Administrator continues to work toward completion of the water system located at The Dalles Country Club. The ROFR included in the Board Packet is part of that process and is circulating for signature among the grantees and owners of the Country Club; it is being included here to make it part of the public record.

RIGHT OF FIRST REFUSAL AGREEMENT

DATE: February 8, 2023 ("Effective Date")

PARTIES:

The Dalles Country Club, The Dalles, OR ("Owner")

Wasco County, a Political Subdivision of the State of Oregon ("County")

Port of The Dalles, an Oregon Unit of Government ("Port")

The City of The Dalles, an Oregon Municipal Corporation ("City")

(County, Port and City, collectively, "Grantees")

RECITALS:

A. Owner owns a parcel of real property located in Wasco County, Oregon, as described in Exhibit "A" attached to and made a part of this Agreement (the "Property").

B. Owner provides a valuable recreational opportunity to the community and is in dire need of access to municipal water services.

C. Grantees are willing to assist Owner with access to municipal water services and the necessary construction of a water pipeline from the existing Kuck Reservoir to a distribution point on the Property.

D. As consideration for the foregoing, Owner is willing to grant to Grantees the right to purchase the Property before offering the Property for sale to third parties. Owner is also willing to grant a public utility easement across the Property upon request by Grantees. Owner and Grantees desire to evidence their agreement regarding this purchase right.

AGREEMENT:

In addition to other good and valuable consideration to Owner, the receipt and sufficiency of which is here acknowledged, Owner and Grantees agree as follows:

1. Right of First Refusal. Owner agrees not to sell, transfer, exchange, grant an option to purchase, lease, encumber, or otherwise dispose of the Property or any part of or interest in the Property without first offering the Property to Grantees on the terms and conditions set forth in this

Agreement. As used in this Agreement, the term “sell” includes a ground lease of the Property with primary and renewal terms of more than two years in the aggregate.

2. When Grantees receive the Notice and a copy of the Offer, Grantees in the order of priority set forth below shall have the prior and preferential right to purchase the Property (or the part of or interest in the Property covered by the Offer, as the case may be) at the lesser of the same price and on the same terms and conditions as are contained in the Offer or the average of two appraisals (one provided by Owner at Owner’s expense and one provided by Grantees at Grantees’ expense), except if any or all Grantees exercise the Right of First Refusal by electing to purchase the Property then (a) the closing of the transaction contemplated by the Offer shall take place no earlier than one-hundred and twenty (120) days after the date Grantee(s) elect to exercise the right of first refusal and (b) Grantee(s) shall receive a credit against the sale price of the Property in an amount equal to any brokerage commission Owner may save by selling the Property to Grantee(s) rather than the Third-Party Offeror and a credit for the lesser of actual total costs incurred and demonstrated by Grantees in carrying out their contributions set forth above or two-hundred thousand dollars (\$200,000.00), the agreed upon fair market value of the consideration contributed by Grantees for this Right of First Refusal.

3. County shall have thirty (30) days (“County Refusal Period”) from the date each Grantee receives the Notice and a copy of the Offer to notify Owner whether Grantee(s) elect to purchase the Property pursuant to the terms of the Offer.

4. Should County fail to timely exercise its right to purchase the Property pursuant to the terms of this Agreement then Port shall have thirty (30) days (“Port Refusal Period”) from the expiration of the County Refusal Period to exercise its right to purchase the Property pursuant to the terms of this Agreement.

5. Should the Port fail to timely exercise its right to purchase the Property pursuant to the terms of this Agreement then the City shall have thirty (30) days from the expiration of Port Refusal Period to exercise its right to purchase the Property pursuant to the terms of this Agreement.

6. If each Grantee fails to timely exercise its right to purchase the Property pursuant to the terms of this Agreement then Owner shall be entitled to sell the Property according to the terms of the Offer to the Third-Party Offeror.

7. If Grantee(s) fail to timely exercise its right to purchase the Property pursuant to the terms of this Agreement and, for any reason, Owner does not sell or convey the Property to the Third-Party Offeror on the terms contained in the Offer within six (6) months of Grantee(s)’ election not to purchase then Owner must resubmit the Offer and any other offer to Grantees before selling the Property, and such offers shall be subject to Grantees’ Right of First Refusal under this Agreement.

8. During the term of this Agreement, Owner shall not divide the Property or adjust any

boundary without express written consent of Grantees.

9. Water Guarantee. Grantees shall provide access to municipal water services but can make no guarantee as to the ongoing capacity of the subject well.

10. Land Use. Owner shall be solely responsible for any and all land use applications and associated costs associated with access to municipal water service.

11. Easement. No later than one (1) year from the date of this Agreement, Owner shall convey to Grantees a perpetual non-exclusive access easement over and across the Property from the existing water line to and from the Highway 30 right-of-way. Notwithstanding, Owner shall be solely responsible for obtaining any and all easements necessary to effectuate access to the municipal water service. Further, at any time upon the reasonable written request of Grantees, in Owner shall convey to Grantees a perpetual non-exclusive easement over and across the Property for purposes of locating, accessing and maintaining a water tank and/or appurtenant equipment should such tank become reasonably necessary at Grantees' sole discretion. The location of such easements shall be mutually agreed upon by Owner and Grantees, but shall under no circumstance be unduly burdensome.

12. Term. The term of this Right of First Refusal commences the Effective Date of this Agreement and terminates on the earlier to occur of (a) the expiration of ninety-nine (99) years from the Effective Date or (b) the consummation of a sale of the Property to a third party within six (6) months after Grantees have elected not to exercise its Right of First Refusal. Should this right of First Refusal reach expiration ninety-nine (99) year term without prior termination, Owner shall either repay Grantees their initial contribution or enter into another Right of First Refusal Period upon the same terms as set forth herein. Grantees shall cooperate in providing Owner with any instruments Owner reasonably may require for the purpose of removing from the public record any cloud on the Property's title attributable to the grant or existence of this Right of First Refusal.

13. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed as follows:

To Owner: President
The Dalles Country Club
4550 Highway 30 West
The Dalles, OR 97058

To Grantees: Administrative Officer
Wasco County
511 Washington Street
The Dalles, OR 97058

Executive Director
Port of The Dalles
3636 Klindt Drive
The Dalles, OR 97058

City Manager
City of The Dalles
313 Court Street
The Dalles, OR 97058

Notice given in any other manner shall be effective when it is received by the party for whom it is intended. Either party may change its address after ten (10) days' notice to the other party.

14. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

15. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, successors, and assigns. Grantees may freely assign its rights under this Agreement.

16. Headings. The captions and headings used in this Agreement are for reference only and shall not be construed to define or limit the scope or content of this Agreement.

17. Recording. Owner shall join in executing a memorandum of this Agreement to be filed for record in the Official Records of Wasco County, Oregon, to give notice to the public of the rights of Grantees under this Agreement. Grantees shall pay the cost of recording the memorandum. The memorandum shall note the date this Agreement expires and Grantees shall join in executing a termination agreement when this Agreement has expired or terminated, failing which, Owner may execute the termination agreement on behalf of Grantees.

18. Entire Agreement. This Agreement contains the final and entire understanding between Owner and Grantees with respect to its subject matter and is intended to be an integration of all prior negotiations and understandings. Owner and Grantees shall not be bound by any terms, conditions, statements, warranties, or representations not contained in this Agreement. No change or modification of this Agreement shall be valid unless it is in writing and is signed by both Owner and Grantees.

19. Waiver. A failure by Owner or Grantees to enforce any right under this Agreement shall not be deemed to be a waiver of that right or of any other right.

20. Attorney Fees. If litigation is instituted with respect to this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to all other sums and allowable costs, its reasonable attorney fees, both in preparation for and at trial and any appeal or review, such amount to be set by the court hearing the matter.

21. Counterparts; Pronouns. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall be effective when one or more counterparts are signed and delivered by Owner and Grantees. With respect to any pronouns used herein, each gender used shall include the other gender and the singular and the plural, as the context may require.

22. Time Is of the Essence. Time is of the essence regarding this Agreement.

23. Authority to Execute. Each person executing this Agreement on behalf of Owner and Grantees, respectively, warrants his or her authority to do so.

24. Warranties. Owner warrants and represents to Grantees: (a) Owner owns fee title to the Property; (b) Owner has the authority to execute this Agreement and executing it does not violate any agreement to which Owner is a party or any covenant by which the Property is bound; and (c) Owner has no knowledge of any condition affecting the Property materially and adversely impacting the ability of Grantees to use the Property for road purposes, except as disclosed to Grantees in writing.

Executed as of the day and year first above written.

OWNER:

A handwritten signature in blue ink, appearing to read "Daniel P. [unclear]", is written over a horizontal line.

By: President

GRANTEES:



By:
Wasco County

By:
Port of The Dalles

By:
City of The Dalles

Attachments:
Exhibit "A" Property Description
Exhibit "B" Easement Description



AGENDA ITEM

Road Assessment/Fire Mitigation Grant Agreement

[STAFF MEMO](#)



MEMORANDUM

SUBJECT: WASCO COUNTY PUBLIC ACCESS ROAD INVENTORY & FIRE RISK ASSESSMENT GRANT

TO: WASCO COUNTY BOARD OF COMMISSIONERS, TYLER STONE

FROM: DANIEL DOUGHERTY, SENIOR PLANNER

DATE: 2/7/2023

Wasco County has received a grant from FEMA/OEM to produce an inventory of Public Roads of Local Access (non-County maintained roads) and conduct analysis to assess potential fire mitigation projects. This is a joint effort between the Planning Department and Public Works.

Our effort will achieve an action item within the Wasco County Multi-Jurisdiction Natural Hazards Mitigation Plan (Wildfire Hazard #1 - Assessment of Non-County Roads for Response to Wildfire Hazards) and an action item within the Wasco County Community Wildfire Protection Plan (Resilient Landscapes and Fire Adapted Communities #7 Complete a road hazard assessment).

This grant will provide funding for the purchase of a 360-degree camera device and enable the achievement of the following tasks:

- (1) A team from the Surveyor's/Public Works Department will utilize the camera device to record imagery of our Public Roads of Local Access; and
- (2) Planning staff and fire professionals will utilize recorded imagery to evaluate road conditions and identify critical fire mitigation projects, which includes reducing overgrowth in the right of way and improving access by fire apparatus and/or evacuation routes.

The imagery recording and inventory portion is planned to begin as early as June of 2023. The imagery data will be shared with and be publicly accessible on Google Street View. The analysis of road data is proposed to begin in November of 2023.

Staff requests that the Wasco County Board of Commissioners approve the submitted grant agreement.

OREGON DEPARTMENT OF EMERGENCY MANAGEMENT
Hazard Mitigation Grant Program (HMGP)
CFDA # 97.039
Wasco County
Wasco County Public Access Road Inventory and Fire Risk Assessment
Not to Exceed \$78,441.03
Grant No: HMGP-DR-4562-53-F-OR

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

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs (as defined in Section 6.a.) incurred beginning on **September 15, 2020** and shall terminate upon completion and approval of the Project (as defined in Section 4) by federal and state officials, including the completion of close-out and audit (the “Project Completion Date”). This period shall be known as the Grant Award Period. The Project shall be completed no later than **March 14, 2025**, (the “Expiration Date”), unless otherwise extended as provided in this Agreement. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **FEMA Project Description and Budget**
Exhibit B: **Federal Department of Homeland Security Standard Terms & Conditions**
Exhibit C: **Subagreement Insurance Requirements**
Exhibit D: **Information required by 2 CFR 200.332(a)(1)**

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

3. **Project Cost, Grant Funds.** The total estimated cost of the Project for the purpose of this Agreement is **\$87,156.70**. In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient (i) an amount not to exceed 90 percent of the Project Costs or **\$78,441.03**, whichever is less, (the “Federal Share”) in grant funds for eligible costs described in Section 6 hereof and (ii) Subrecipient management costs in the amount of **\$4,355.00** (the “Management Costs Reimbursement” and, together with the Federal Share, the “Grant Funds”). Grant Funds for this Program are provided by the Federal Emergency Management Agency (FEMA) and are administered by OEM. Subrecipient will commit a percentage of the Project Costs to the project, known as the non-Federal match. The non-Federal match can be cash, in-kind, or a combination of both. For this Agreement, the non-Federal match shall be 10 percent of the

Project Costs, up to **\$18,302.91**, which shall be contributed by Subrecipient. Subrecipient shall apply any savings, rebates and reductions in cost to reduce the overall cost of the Project. Subrecipient is responsible for any costs in excess of the total Project Cost.

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

5. Performance and Close-Out Reports.

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

6. Reimbursement Process.

- a. OEM shall reimburse Subrecipient’s actual, reasonable and necessary costs of developing the Project (the “Project Costs”) in an amount not to exceed the Grant Fund amount provided in Section 3. Project Costs do not include those costs that are excluded from reimbursement by either OEM or FEMA under this Agreement or as a result of a financial review or audit. Reimbursements shall be made by OEM within ninety (90) days of OEM’s receipt and approval of a Request for Reimbursement of Funds form (the “RfR”) and all supporting documentation (i.e., a complete packet) from Subrecipient. Subrecipient must pay its contractors, consultants and vendors before submitting RfRs to OEM for reimbursement.
- b. No later than the end of each calendar quarter (March 31, June 30, September 30, and December 31), Subrecipient shall submit an RfR to OEM for review and approval. Each RfR shall include the appropriate Hazard Mitigation Assistance Project Number, FEMA Project Number, FEMA FIPS Number and UEI Number, as well as supporting invoices and other appropriate documentation evidencing the Project Costs for which reimbursement is sought, e.g., timesheets/work logs for labor hours and receipts and other proof of Subrecipient’s payment to vendors. RfRs must be based on actual expenses incurred and specify the

percentage of Project completion. Subrecipient's deadline to submit its final RfR is 30 days after the earlier of the Project Completion Date or the Expiration Date, whichever occurs first.

- c. OEM will withhold reimbursements for Project Costs if Subrecipient fails to submit performance reports by the specified deadlines or if the performance reports submitted are incomplete.
- d. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon, however, travel expenses must be a part of the approved budget for the project. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- e. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subrecipient agrees that no Grant Funds or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.
- f. **Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subrecipient has provided to OEM an RfR in accordance with Section 6.b of this Agreement.
- g. **Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subrecipient shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

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

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

7. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to OEM as follows:

- a. Organization and Authority.** Subrecipient is a county and political subdivision of the State of Oregon duly organized under the laws of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, subrecipients (collectively hereafter "contractors"), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS),

FEMA, or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

- b. SEFA.** Subrecipient must prepare a Schedule of Expenditures of Federal Awards (SEFA) that includes: Federal grantor name, pass-through entity name, program name, Federal catalog number, identifying number assigned by the pass-through entity and current year expenditures.
- c. Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.334. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200 and to apprise itself of all rules and regulations set forth.
- d. Audits.**
 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in Subrecipient's fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR Part 200, Subpart F are unallowable under this Agreement. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect, and hold harmless OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

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

- a. Subagreements.** Subrecipient may enter into contracts (hereafter "subagreements") for performance of the Project. Subrecipient must have and use its own documented procurement procedures that conform with applicable State and Federal law, including, without limitation, 2

CFR 200.318 through 200.327. For each subagreement over \$150,000, the subagreement shall address administrative, contractual or legal remedies for violation or breach of subagreement terms and provide for sanctions and penalties as appropriate. Additionally, for each subagreement over \$10,000, the subagreement shall address termination for cause or for convenience including the manner in which termination will be affected and the basis for settlement.

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals (RFPs) or other solicitations for procurements anticipated to be for \$100,000 or more and shall provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RfR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
 - v. In the event that Subrecipient subcontracts for engineering services, Subrecipient shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's contract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with Subrecipient for the benefit of Subrecipient of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that the subcontract shall terminate immediately upon cancellation or lapse of the bond or insurance and shall require the subcontractor to notify Subrecipient immediately upon any change in insurance coverage or cancellation or lapse of the bond.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B to this Agreement and all procedures for managing and maintaining records of all purchases of property and equipment, including, without limitation, the following requirements:

- i. All property and equipment purchased under this Agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements under State and Federal law, including, without limitation, 2 CFR 200.318 through 200.327, and all purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
- ii. Subrecipient's property and equipment records shall include the following information at the minimum: a description of the property or equipment; the manufacturer's serial number, model number or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.

For acquisition projects, Subrecipient shall retain real estate transaction and property tracking records indefinitely to enable FEMA to track the use of real property acquired with grant funds and ensure that the property is maintained for open space in perpetuity (see 44 CFR Part 80).

- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
- vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- vii. Subrecipient agrees to comply with 2 CFR 200.313 when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- ix. Subrecipient shall retain, and shall require its contractors to retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with this Agreement.

c. Subagreement indemnity; insurance.

- i. Subrecipient's subagreement(s) shall require the other party to such subagreement(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.
- ii. Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense. Sections 9(c)(i) and (ii) shall survive the expiration or termination of this Agreement.
- iii. Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and amounts provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to complete the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement;

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

11. General Provisions

- a. Indemnity.** To the degree permitted by the Oregon Constitution, Article XI, Section 10, and the Oregon Tort Claims Act, ORS 30.260 et seq., Subrecipient shall indemnify, defend, save, and hold harmless the United States and its agencies, officers, employees, agents, and members, and the State of Oregon and its agencies, officers, employees, agents, and members, from and against all claims, damages, losses, expenses, suits, or actions of any nature arising out of or resulting from the activities of Subrecipient, its agencies, officers, employees, agents, members, contractors, or subcontractors under this Agreement. If legal limitations apply to the indemnification ability of Subrecipient, this indemnification shall be for the maximum amount of funds available for expenditure, including any available contingency funds, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds. If requested by OEM, Subrecipient shall purchase commercial insurance covering this indemnification.
- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.

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

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

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to the persons identified in the signature blocks or to such other persons, addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, enforced under and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim")

between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
 - j. Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- The Subrecipient will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
 - l. Headings.** The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement, and are not relevant to the interpretation of any provision of this Agreement.
 - m. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed

and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

- n. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

Wasco County

By _____
Kelly Howsley Glover
Planning Director
Wasco County

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By _____

Date _____

Subrecipient Program Contact:

Kelly Howsley Glover
Planning Director
Wasco County
2705 E 2nd St The Dalles, OR 97058
541-506-2565
kellyg@co.wasco.or.us

Subrecipient Finance Contact:

Mike Middleton
Finance Director
Wasco County
511 Washington Street, Suite 207 The Dalles,
OR 97058
541-506-2770
mikem@co.wasco.or.us

Oregon Department of Emergency Management

By _____
Stanton Thomas
Deputy Director
Mitigation and Recovery Section
Oregon Department of Emergency Management

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _NA_____

Date _____

OEM Program Contact:

Anna Feigum
State Hazard Mitigation Officer
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-798-7240
anna.r.feigum@oem.oregon.gov

OEM Finance Contact:

Kristine Burrow
Accountant
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3256
Kristine.burrow@oem.oregon.gov

EXHIBIT A

Attached Budget and Project Description

Approved Budget for (enter grant type, grant number, and project/plan title here)					----	SF-424A Cost Estimate Final	
Pre-Award Costs						Item (p represents pre-award cost)	Total Cost
Item #	Item Description	Count	Unit Cost	Total Cost			
1p	Stakeholder meeting to develop project proposal	2	\$160.00	\$320.00		1p. Personnel	\$1,200.00
1p	Grant preparation	12	\$55.00	\$660.00		2p. Fringe	\$0.00
1p	Stakeholder grant review	2	\$110.00	\$220.00		3p. Travel	\$0.00
				\$0.00		4p. Equipment	\$0.00
				\$0.00		6p. Contractual	\$0.00
				\$0.00		8p. Other	\$0.00
				\$0.00		1. Personnel	\$71,516.70
				\$0.00		2. Fringe	\$0.00
Post-Award Costs						3. Travel	\$7,500.00
4	360 degree camera	1	\$5,400.00	\$5,400.00		4. Equipment	\$6,940.00
4	Car roof camera mount	1	\$1,500.00	\$1,500.00		5. Supplies	\$0.00
4	UV Lens Filer	1	\$7.00	\$7.00		6. Contractual	\$0.00
4	UHS Camera Memory Card	1	\$33.00	\$33.00		7. Construction	\$0.00
1	Staff time to drive roads and upload data	150	\$58.13	\$8,719.50		8. Other	\$0.00
1	Staff time to drive roads and upload data	200	\$38.12	\$7,624.00		Description of Proposal:	
1	Staff time to review and assess roads, identify mitigatid	500	\$55.00	\$27,500.00			
1	Staff time to review and assess roads, identify mitigatid	800	\$33.28	\$26,624.00			
3	Gas/mileage	300	\$25.00	\$7,500.00			
1	Stakeholder meetings to review critical areas/identify p	10	\$55.00	\$550.00			
1	Stakeholder meetings to review critical areas/identify p	15	\$33.28	\$499.20			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
Total Cost				\$87,156.70		Total Cost	\$87,156.70
75% Amount				\$65,367.53			
Management Costs							
(are in addition to the above total project cost; they should NOT be included in the total project cost)							
Post-Award Management Costs							
	Development of financing codes to track personnel time	1	75	\$75.00			
	Grant reporting and administration	71	55	\$3,905.00			
	Financial reporting	5	75	\$375.00			
Management Cost Total				\$4,355.00			
Management Costs cannot exceed 5% of the total project cost which is				\$4,357.84		Management Cost Total	\$4,355.00

EXHIBIT B

Federal Department of Homeland Security Standard Terms and Certifications

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

2021 DHS Standard Terms and Conditions

DHS Standard Terms and Conditions

The 2021 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

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

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#). By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that

the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

DHS Specific Acknowledgements and Assurances

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

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

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

II. Activities Conducted Abroad

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

III. Age Discrimination Act of 1975

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

IV. Americans with Disabilities Act of 1990

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

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

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

VI. Civil Rights Act of 1964 – Title VI

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

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, [Pub. L. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see [42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D](#).)

VIII. Copyright

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

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at [2 C.F.R. Part 3000](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

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

XI. Duplication of Benefits

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

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

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

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

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

XV. Federal Debt Status

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

XVI. Federal Leadership on Reducing Text Messaging while Driving

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

XVII. Fly America Act of 1974

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

XVIII. Hotel and Motel Fire Safety Act of 1990

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

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

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

XX. Lobbying Prohibitions

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

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, \(NEPA\) Pub. L. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

XXIII. Non-Supplanting Requirement

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

XXIV. Notice of Funding Opportunity Requirements

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

XXV. Patents and Intellectual Property Rights

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

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, [Pub. L. 89-272](#) (1965), (codified as amended by the Resource Conservation and Recovery Act, [42 U.S.C. § 6962](#).) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973

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

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIIS\)](#)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. One or more of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a

monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

4) Any other criminal, civil, or administrative proceeding if:

a) It could have led to an outcome described in this award term and condition;

b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and

c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

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

4. Reporting Frequency

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

5. Definitions

For the purpose of this award term and condition:

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

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

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

1) Only the federal share of the funding under any federal award with a recipient cost share or match; and

2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first tier subawards.

a. Applicability. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that equals or exceeds \$30,000 in federal funds for a subaward to a non-federal entity or federal agency (See definitions in paragraph 5 of this award term).

b. Where and when to report.

1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System](#) (FSRS).

2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.

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

2. Reporting Total Compensation of Recipient Executives.

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

1) The total federal funding authorized to date under this federal award equals or exceeds \$30,000 as defined in 2 C.F.R. § 170.320;

2) In the preceding fiscal year, recipients received—

a) Eighty percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Federal Funding Accountability and Transparency Act (Transparency Act), as defined at 2 C.F.R. § 170.320 (and subawards); and

b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>. to determine if the public has access to the compensation information.)

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

a) As part of the recipient's registration profile at <https://www.sam.gov>.

b) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

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

preceding completed fiscal year, if—

1) In the subrecipient's preceding fiscal year, the subrecipient received—

- a) Eighty percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
- 2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)
- b. Where and when to report. Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
 - 1) To the recipient.
 - 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

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

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

5. Definitions For purposes of this award term:

- a. Federal Agency means a federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
- b. Non-Federal Entity: means all the following, as defined in 2 C.F.R. Part 25:
 - 1) A Governmental organization, which is a state, local government, or Indian tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization;
- c. Executive: means officers, managing partners, or any other employees in management positions.
- d. Subaward: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.331).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- e. Subrecipient: means a non-federal entity or federal agency that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

f. Total compensation: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (see [17 C.F.R. § 229.402\(c\)\(2\)](#)):

- 1) Salary and bonus.
- 2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- 3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- 5) Above-market earnings on deferred compensation which is not tax-qualified.
- 6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. SAFECOM

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

XXXI. Terrorist Financing

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

XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

1. Provisions applicable to a recipient that is a private entity.
 - a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
 - 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in the performance of the award or subawards under the award.
 - b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
 - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R.](#)

[Part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

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

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

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

or

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

1) Associated with performance under this award; or

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

3. Provisions applicable to any recipient.

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

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

1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and

2) Is in addition to all other remedies for noncompliance that are available to us under this award.

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

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

a. Employee: means either:

1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

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

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

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

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

2) A for-profit organization.

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

XXXIII. Universal Identifier and System of Award Management

1. Requirements for System for Award Management and Unique Entity Identifier

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference.

2. Definitions

For purposes of this term:

- a. System for Award Management (SAM): means the federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](#).
- b. Unique Entity Identifier: means the identifier assigned by SAM to uniquely identify business entities.
- c. Entity: includes non-Federal entities as defined at 2 C.F.R. § 200.1 and includes the following, for purposes of this part:
 - 1) A foreign organization;
 - 2) A foreign public entity;
 - 3) A domestic for-profit organization; and
 - 4) A federal agency.
- d. Subaward: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include the recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
- e. Subrecipient means an entity that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

XXXIV. USA PATRIOT Act of 2001

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

XXXV. Use of DHS Seal, Logo and Flags

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

XXXVI. Whistleblower Protection Act

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

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

COMMERCIAL GENERAL LIABILITY:

☒ **Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to OEM. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an

occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

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

ADDITIONAL INSURED:

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

WAIVER OF SUBROGATION:

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

TAIL COVERAGE:

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

excess/umbrella insurance. As proof of insurance OEM has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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

EXHIBIT D
Information required by 2 CFR 200.332(a)(1)

Federal Award Identification: HMGP-DR-4562-53-F-OR

- (i) Subrecipient name: Wasco County
- (ii) Subrecipient's UEI number: EMKLL2MZ2NH9
- (iii) Federal Award Identification Number (FAIN): HMGP-DR-4562-53-F-OR
- (iv) Federal Award Date: January 17, 2023
- (v) Subaward Period of Performance: March 14, 2025
- (vi) Subaward budget period start and end dates: September 15, 2020, through March 14, 2025
- (vii) Total Amount of Federal Funds Obligated by this Agreement: \$78,441.03
- (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement: \$78,441.03
- (ix) Total Amount of Federal Award Committed to the subrecipient by the pass-through entity: \$2,277,619.67
- (x) Federal award project description: Wasco County Public Access Road Inventory and Fire Risk Assessment
- (xi) (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
(b) Name of Pass-through entity: Oregon Department of Emergency Management
(c) Contact information for awarding official of the pass-through entity: Andrew Phelps, Director, P.O. Box 14370, Salem, OR 97309-5062
- (xii) Assistance listings number, title and amount: 97.039 Hazard Mitigation Assistance Grant (HMGP)
Total Project Amount: \$87,156.70
- (xiii) Is Award R&D? No
- (xiv) (a) Indirect cost rate for the Federal award: 13.2%
(b) Is the de minimus rate being used per §200.414? No



AGENDA ITEM

ORMAP IGA and Polk County IGA

[STAFF PRESENTATION](#)

[FALL ORMAP AGREEMENT](#)

[POLK COUNTY IGA](#)

[MOTION LANGUAGE](#)



Surveyor's Office

ORMAP PROJECT UPDATE & FALL 2022 GRANT APPROVAL

SUMMARY OF THE ORM MAP PROJECT

- ORM MAP is an Oregon Department of Revenue project to develop a statewide digital cadastral base map.
- The goal of the ORM MAP project is to bring assessor map data to within 1 foot of the true ground location.

What's wrong with our existing map data?

In this example tax lot lines in The Dalles area are overlaid on aerial imagery. The property lines look fairly close to their correct location, but are about 15 feet out of position. The green dots are the actual property corners located in the field.



These corners West of The Dalles are about 50 feet out of position.



Some areas in the county such as this example in Tygh Valley are offset by 90 feet or more making location based decisions particularly difficult.



Date: 6/14/2016



0 130 260
Feet

This product is for informational purposes and has not been prepared for, or is not suitable for, legal, engineering, or planning purposes. None of the information should be used to support any primary data and information sources to ascertain the validity of the information.

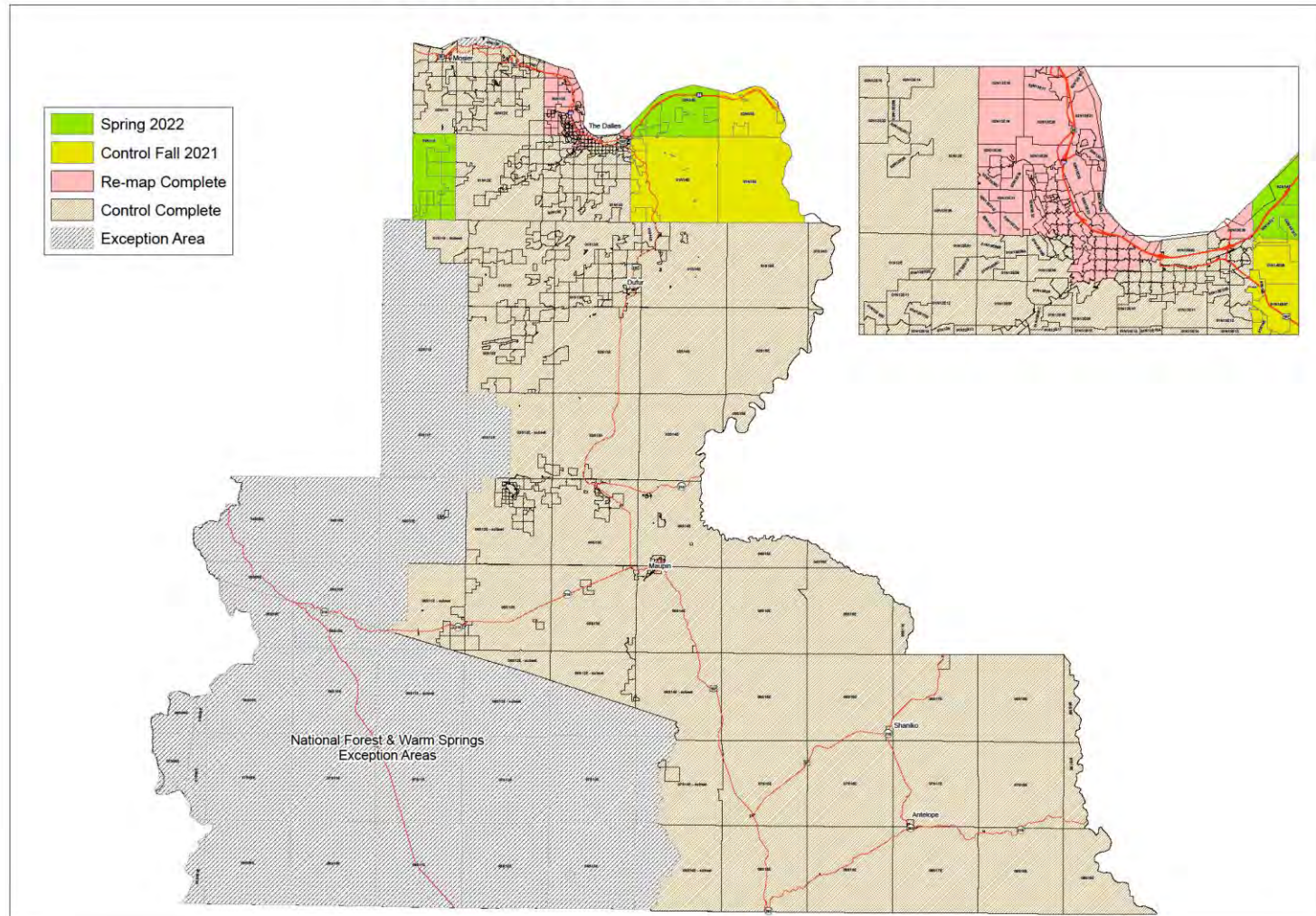


WHY WE ARE COLLECTING POINTS AND REMAPPING

- By collecting survey control points we can use the location information to adjust the map data to the correct location.
- This gives a better understanding of where the property lines are located.
- Keep in mind that the property lines are approximate on the GIS and should not be used for definitive property boundary location.
- To date we have almost completed collection of survey control points.

Status of work to date

Wasco County ORMAP Status Map Fall 2022



Date: 10/24/2022

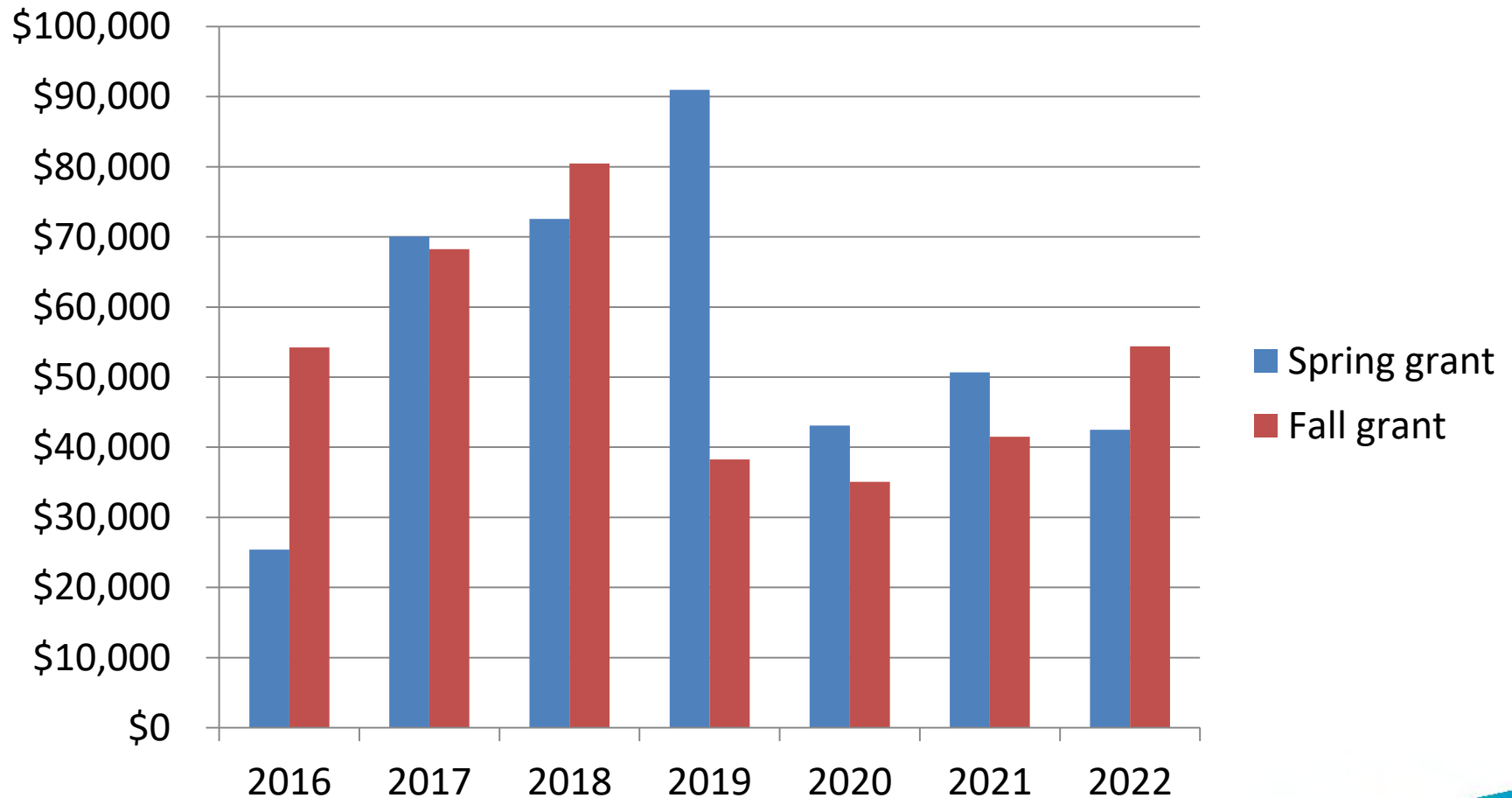


0 2.5 5 10 15 20
Miles

This product is for informational purposes and has not been prepared for, or is suitable for, legal, engineering, or surveying purposes. Users of this information should consult the primary data and information source to ascertain the reliability of the information.



AMOUNT OF GRANT FUNDS RECEIVED



Surveyor's Office

Pioneering pathways to prosperity.

TOTAL AMOUNT RECEIVED

- Total Funds received \$767,468.00
- The funds have allowed Wasco County to employ a fulltime survey technician position.
- Prior to COVID we also employed summer interns.
- Funds have been leveraged to keep our equipment up to date.
- ORMAP has funded training so we can transition to in-house remapping.

The ORMMap project has given us the opportunity to hire 4 summer interns. Two of our interns have continued to pursue a career in Land Surveying. One of our interns is a recent TDHS graduate!



We were able to provide additional experience for our interns.

Rock pit volume survey for Public Works



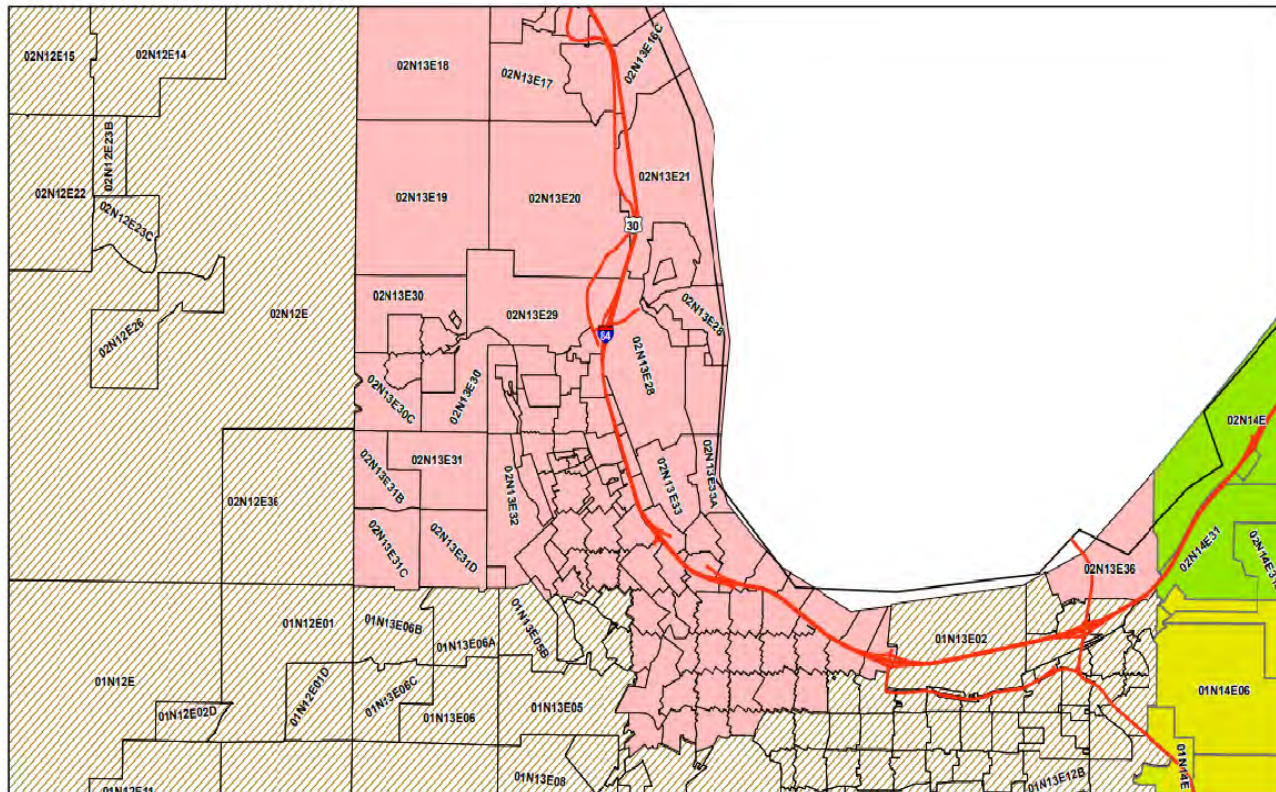
Mapping for FEMA



DLC corner near the dam



Remapping completed to date



- The remapped portion of The Dalles shown in pink on this status map was completed by Lane County through our ORMAP project grants until 2018.
- Lane County abruptly stopped providing this service in 2018 due to staffing changes at their GIS department.
- With no other vendor to work on the remapping we concentrated on the survey control work in the field.

PROPOSED TIME LINE GOING FORWARD

- Due to recently updated GIS software, we need to perform a data conversion of our current geodatabase model to ESRI ArcPro, the preferred format used by ORMAP.
- Support for our current ArcMap application will end in 2026.
- Once the geodatabase is converted we can proceed with remapping in future grant cycles.
- Remapping is estimated to take about 5 to 6 years to complete.
- This will bring Wasco County Assessor map data to be in compliance with ORMAP standards.

PURPOSE OF TODAY'S ORMAP GRANT AND WHERE IT FITS IN THE PROCESS

- The data conversion is technically challenging. Polk County has offered to assist Wasco County to convert the data from ArcMap to ArcPro/Fabric.
- The grant we are presenting today includes an IGA with Polk County for this assistance.
- With your approval today we have been awarded \$54,400 to convert our geodatabase from ArcMap format into the ArcPro format.
- Future grant cycles will focus on using our converted geodatabase to remap the remainder of the county (excluding tribal and federal forest lands).

Remapped area of The Dalles & UGB



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Questions?



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**DEPARTMENT OF REVENUE
ORMAP INTERGOVERNMENTAL AGREEMENT
CONTRACT #DOR-243-22**

This Agreement is entered into by and between the State of Oregon, acting by and through the Department of Revenue ("Department") and Wasco County ("County").

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, with a unit of local government in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following:

I. EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION

- A. Effective Date of Agreement. This Agreement shall become effective on the date this Agreement has been signed by every party and all required approvals have been obtained.
- B. Award. The Department shall provide funds in the amount of **\$54,400.00** (the "Award") to the County to fund all or part of the activities set forth in Exhibit A ("Proposal") which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the "Project". All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the "Total Project". (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use the Award other than for costs for the Project.
- C. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by **December 31, 2023** ("Project Completion Date"). Final billing for the Project shall be submitted to the Department on or before **January 8, 2023**.

II. DISBURSEMENTS.

- A. Disbursement of Funds by the Department. Subject to Section IV, upon receipt of the County's request for disbursement, the Department shall disburse the

Award to the County on a cost reimbursement basis. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.

- B. Overpayment. In the event that the aggregate amount of the Department's disbursements hereunder exceeds the costs of the County for the Project, the County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.
- C. Disallowed Costs. The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. Cost Savings. Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. No Duplicate Payment. The County shall not be compensated for, or receive any other duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.

III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

IV. CONDITIONS TO DISBURSEMENT

- A. Conditions Precedent to Disbursement. The Department shall not be obligated to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.
- B. Conditions Precedent to Final Disbursement. The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department, shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

V. COVENANTS

- A. Assignment. If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. Payments. To the extent required by state and federal law, the County agrees to:
1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
 2. All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). County shall require and ensure that each of its subcontractors complies with these requirements.

- C. Liabilities. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

- D. Compliance with Applicable Law. The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))
- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and the Oregon Local Budget Law, ORS 294.305 to 294.565. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

- G. Project Ownership. The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

VI. TERMINATION; REMEDIES

- A. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.
- B. Termination Because of Non-Appropriation or Project Ineligibility.
1. The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
 2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.
- C. Termination for Default. The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:
1. The design and implementation of the Total Project is not pursued with due diligence; or
 2. The cadastral portions of the Total Project do not conform to the Department of Revenue Oregon Cadastral Map System; or

3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
 4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
 5. The County violates any other provision of this Agreement.
- D. Rights and Remedies. The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

VII. GENERAL PROVISIONS

- A. Force Majeure. Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. No Third Party Beneficiaries. The Department and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- D. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their respective successors and assigns; provided however that the County may not

assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.

- E. Severability. The Department and the County agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
- F. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the Department or the County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- G. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- I. Merger Clause; Amendment; Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE COUNTY ON THE SUBJECT MATTER HEREOF. NO MODIFICATION OR

CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY, AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

DEPARTMENT:

State of Oregon, acting by and through its
Department of Revenue
Authorized Agency Signature

COUNTY:

Wasco County

By: _____

Jason Hamblen, Procurement Manager, DPO

Date: _____

By: _____

Title: Board Chair

Date: February 15, 2023

Telephone: 541.506.2520

Fax No: 541.506.2551

EXHIBIT A

AWARD LETTER
COUNTY GRANT PROPOSAL



Oregon

Kate Brown, Governor

Department of Revenue
Property Tax Division
955 Center St NE
PO Box 14380
Salem, OR 97309-5075
www.oregon.gov/dor

December 12, 2022

Ivan Donahue
Survey/Engineer and GIS Technician
2705 E 2nd St.
The Dalles, OR 97058

Dear Mr. Donahue

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from January 1, 2023 through December 31, 2023.

Listed below are the deliverables as outlined in your grant request. To expedite the payment process for you, please use the "ORMAP Invoice" form, you can download a copy from the ORMAP site. Please state the correct contract number on the chart and complete the information requested for each task or deliverable.

Contract Number:		
Task	Deliverable	Award Amount
1	Data Conversion to ArcPro Fabric	\$54,400.00
2		
Total		\$54,400.00

If you have questions, please contact the ORMAP Coordinator, Philip McClellan (503-586-8128).

Best wishes for a successful project.

With regards,

Jason D. Brockie
Property Tax Assistance and Oversight Section Manager
Oregon Department of Revenue

cc: Wasco County Assessor
DOR Finance Department
File

INTERGOVERNMENTAL AGREEMENT
Between
POLK COUNTY, OREGON and WASCO COUNTY, OREGON

1. PARTIES TO AGREEMENT

This Agreement is between Polk County, a political subdivision of the state of Oregon, (“Polk”) and the Wasco County, a political subdivision of the state of Oregon. (“Wasco”) (Collectively “Parties”) and is made pursuant to ORS Chapter 190.

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the Polk will provide GIS Services. These services are further described in Attachment A which is hereby incorporated into this agreement..

3. TERM AND TERMINATION

3.1 This Agreement shall be effective for the period commencing upon all signatures and ending on December 31, 2023 unless terminated or extended as provided herein.

3.2 This Agreement may be extended by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days’ notice in writing, and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

4.1 Under the terms of this agreement, the parties shall designate a central point of contact for all communications required to effectuate the services and support contemplated under this agreement.

4.2 Polk shall perform the tasks described in Attachment A for Wasco. Polk shall apply for funding for the work under this agreement from the Oregon Department of Revenue. Polk shall satisfy any and all reporting requirements to the Department of Revenue for the work performed under this agreement.

4.3 At all times under this agreement, individuals either employed or volunteering at Polk to perform services under this agreement shall be agents of Polk. No individual at Polk performing services under this agreement shall be considered an employee or agent of Wasco nor shall they be entitled to any rights and/or benefits conferred to Wasco employees.

5. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

6. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties. For any and all claims against either Polk or Wasco from a third party, each party agrees to defend and indemnify each other for any and all claims arising from the actions of their employees and/or agents.

7. INSURANCE AND RISK MANAGEMENT

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

8. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

9. NOTICES

Any notice required to be given the Polk or Wasco under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

Bradley Cross
Wasco County Surveyor
2705 E. 2nd St.
The Dalles, OR 97058

Dean Anderson
Polk County IT Special Projects Manager
850 Main St.
Dallas, OR 97338

SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

WASCO COUNTY SIGNATURE

Signature

Steven D. Kramer, Board Chair
Print Name & Title

Phone: 541.506.2520
Fax: 541.506.2551
E-mail: stevek@co.wasco.or.us

POLK COUNTY SIGNATURE

Signature

Print Name & Title

Phone: _____
Fax: _____
E-mail: _____

**POLK COUNTY / WASCO COUNTY
CONVERSION SUPPORT PROJECT****INTRODUCTION**

County: Polk/Wasco County
Contact: Dean Anderson
Phone: Dean – 503-871-5530
E-mail: Anderson.dean@co.polk.or.us

Work Estimate (hrs): 60-80 hrs

Project Name

Conversion Tool Support to move from ArcMap GDB to an ArcPro/Fabric Enterprise (10.9)

Justification (why do it):

Wasco County is currently using ArcMap for map maintenance. The County needs help converting from ArcMap to ArcPro using the ORMAP sample tools available.

Brief Deliverable Overview (proposed solution): Dean will assist the County to convert their data in a geodatabase environment from ArcMap to ArcPro/Fabric. Dean will provide an initial review to identify any problems with the data that may cause issues once converted. Dean will work with Wasco County to test the standard tools and provide feedback on how they may be modified to better support mapping after conversion in the GeoDatabase environment. Dean will provide technical assistance with conversion to create a county-wide ArcPro/Fabric structure that can be uploaded to a branched version service environment. In partnership with County Staff Dean will develop a series of conversion scrips that will assist the County in operating in a dual environment.

REQUIREMENTS

Current Process Summary (how does it work now): The County uses a service provider Harney County to maintain maps in an ArcMap environment. It works but is not compatible with ArcPro, does not meet the new design standard and does not support the new tools.

Desired Process Summary (how should it work): Data should be converted and loaded into an ESRI ArPro/Fabric Enterprise Environment (10.9) using a series of Python scripts.

Assumptions/Constraints: That the source data is in a close enough format so most conversion tools will work.

Time Frame / Deliverables

Start Date: 2023

End Date: 2023

Inputs: Wasco Data in an ArcMap format that meets the ArcMap data standard.

Outputs:

1. Wasco Data in an ArcPro/Fabric GDB format that can be uploaded to an SDE environment.
2. Review of tools & Data in the GDB format.
3. Identification of issues with tools and data.
4. Scripts created to support the conversion process.

5. Review of tools and what needs to be done for tools to work in the enterprise environment at Wasco County.

User Interface: Tools work or we have documented what needs to be done so they do work.



MOTION

SUBJECT: ORMAP & Polk County IGAs

ORMAP: I move to approve the Department of Revenue ORMAP IGA #DOR-243-22.

Polk County IGA: I move to approve the IGA between Polk County and Wasco County for the provision of GIS Services.



AGENDA ITEM

GIS Fee Waiver Requests

[REQUEST FOR WAIVER](#)

[STAFF MEMO](#)

Tycho, I have provided a more robust project description and the public benefits this research provides down below. I have also included Sherman County as part of my request, based on the information provided on the Wasco GIS Price List page (https://www.co.wasco.or.us/departments/administrative_services/gis_division/gis_price_information.php). However, I am happy to split my request into two (one for Wasco, one for Sherman) if you think that would be preferable.

Project Description

The purpose of this dissertation research project is to analyze agricultural landowners' adoption of streambank restoration practices (e.g., riparian buffers) through conservation easement programs (e.g., the USDA Conservation Reserve Program). This project specifically focuses on landowners' participation in the Oregon Conservation Reserve Enhancement Program (CREP), a joint federal-state partnership to restore, maintain, and enhance streamside areas along agricultural lands to benefit fish, wildlife, and water quality (<https://www.oregon.gov/oweb/grants/pages/crep.aspx>). Among all state CREPs, Oregon stands out as the only program that offers landowners a unique "agglomeration network bonus" paid to landowners whenever a certain amount of streambank is enrolled in the program along a given stream segment (50% of a [5-mile stream](#) segment). The one-time bonus payment - equal to four times the annual conservation easement payment (per acre enrolled) - is a substantial financial incentive for enrollees to encourage their neighbors to join the program. By doing so, program administrators hope to generate higher environmental benefits than would be achieved from more geographically scattered patterns of enrollment. Consequently, this project will focus specifically on how landowners' enrollment decisions are influenced by prior enrollment of their neighbors, particularly in situations where landowners would qualify for the network bonus. Understanding how spatial interactions affect landowner participation in voluntary conservation easement programs is an important research topic in the payment for ecosystem services (PES) program literature (e.g., <https://onlinelibrary.wiley.com/doi/abs/10.1093/ajae/aax066>). This study contributes to the literature by analyzing one of the only programs in the United States to offer landowners an agglomeration network bonus.

I am requesting access to parcel tax assessment maps for Wasco and Sherman County (two of the most active counties in the Oregon CREP) which would benefit my analysis in several ways. First, parcel-level tax maps permit me to identify which parcels enroll or remain unenrolled in the program, specifically by linking them with conservation easement data already in my possession. Second, parcel tax maps allow me to calculate various parcel-level characteristics hypothesized to affect landowners' enrollment decisions using other geospatial data, such as soil quality, erosion potential, amount of streambank, and cropping history. Third, parcel attributes used for tax assessment purposes (e.g., owners, assessment values, structures, etc.) may also be useful for constructing additional relevant data points, particularly about neighboring parcels (e.g., share of neighboring parcels classified as farmland within one-mile).

The intended use of these parcel data layers is solely for research purposes (specifically, to estimate a statistical model of program participation). Any parcel-level data presented in my analysis will be summarized (e.g., at the county level) so as not to divulge any information about individual parcels. As a research intern USDA, I have extensive experience working with personally identifiable information in similar contexts (e.g., analyzing farmers' adoption of herbicide resistant crops <https://www.ers.usda.gov/amber-waves/2019/october/the-use-of-genetically-engineered-dicamba-tolerant-soybean-seeds-has-increased-quickly-benefiting-adopters-but-damaging-crops-in-some-fields/>). I also have extensive experience working with similar tax assessment GIS data in my other dissertation projects.

Please feel free to call/email me with additional questions or feedback, and thank you very much for your assistance.

Sam



INFORMATION SERVICES

511 Washington St., Ste. 101 • The Dalles, OR 97058
p: [541] 506-2550 • f: [541] 506-2551 • www.co.wasco.or.us

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2/15/2023

To: Board of County Commissioners

From: Tycho Granville – GIS Coordinator

Re: Fee Waiver

We received a fee waiver request from Sam Williamson on January 30th, 2023. The full request is included your packet. I also forwarded a copy to our GIS partners (City of The Dalles, Mid-Columbia Fire & Rescue, NWCPUD, and Sherman County) for their comments and feedback to the Board.

The request is for our taxlot data to be used in an analysis of local farmer's implementation of riparian buffers through the USDA's CRP program. He is using it for his PhD dissertation.

He requested all of Wasco County (\$1508) and optionally all of Sherman County (\$1508) which would allow him to expand his original study area.

The full text of our partner's feedback is below, but to summarize,

The City of The Dalles is in favor of granting the waiver in full.

MCFR believes that as it is for education some part of the fee should be waived (with the percent determined by the Board)

Sherman County believes that if a waiver is approved most attributes not be included

(I believe this would make them unusable for this study - Tycho)

NWCPUD issued a flat "no"



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The only information I have about this project is what is in your packet. That said, I'm happy to answer any questions you may have, and will take the next step at the Board's direction.

Thank you,

Tycho Granville
GIS Coordinator, Wasco County

Board Options:

- Grant the waiver in full (\$3,016) for both Wasco & Sherman County data. (I move the grant Sam Williamson a full waiver of the requested GIS data.)
- Grant a modified waiver (something less than \$3,016)
- Deny the waiver
- Request further information and reconsider the matter at a future Board Session

Text of GIS Partners responses:

NWCPUD-----

I sent this to my higher ups and have stayed to denied the request.

Jacob Kellogg
GIS Technician
Northern Wasco PUD
Phone (541)298-3315
Jacob-Kellogg@nwascopud.org

City of The Dalles-----

On behalf of the City of TD, I have no issues with the request.

Joshua Chandler (he/him/él)
Community Development Director



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City of The Dalles
541-296-5481 x1121

Sherman County-----

Also to respond to the fee waiver request, I don't mind if he has the data but I would like to have it redacted to only the tax lots themselves and acres only. No owner information or value data at all.

Drew Messenger
Sherman County Assessor
(541)565-3505

MCFR-----

I understand it is for purposes of education, however, I would be more amiable to reducing the fee as opposed to waiving the full amount so as not to set a precedent. I would leave it up to you as to what the recommended amount would be.

Robert F. Palmer, Fire Chief



AGENDA ITEM

Houseless Collaborative & HB3123 Strategic Plan Overview

[PRESENTATION](#)

[PLAN SUMMARY](#)

[FULL PLAN](#)

[EMERGENCY DECLARATION FOR HOUSELESS CRISIS](#)

Destination: Home

A COORDINATED APPROACH TO HOUSING AND
HOUSELESSNESS IN THE MID-COLUMBIA REGION

FIVE-YEAR STRATEGIC PLAN, 2022-
2027



Background

To date, there have been multiple, localized efforts to collaborate on work to prevent and end houselessness. However, this work has yet to be thoroughly coordinated across the five-county Mid-Columbia region, resulting in fragmentation across communities.

That's why the Mid-Columbia Houseless

- Rising rates of housing insecurity and houselessness in Oregon and Washington
- Housing supply has lagged while demand has grown
- Investors have begun buying up more single-family homes
- Rents have sky-rocketed
- Houselessness has become more complex—chronically houseless population has greater needs
- Disproportionate impacts on traditionally underserved communities



Collaborative Planning Participants

Mid-Columbia Community Action Council (MCCAC) and Washington Gorge Action Programs (WAGAP), the lead homeless service providers in the Mid-Columbia region, convened the Collaborative beginning in early 2022.



White Salmon Valley
Community Library



White Salmon Valley
School District



Youth Empowerment
Shelter



City of Bingen



City of Goldendale



City of Hood River and
Hood River Homeless
Stakeholders Coalition



City of Stevenson



City of The Dalles and The
Dalles Unhoused Taskforce



City of White Salmon



Columbia Gorge Education
Service District



Columbia Gorge Health
Council/Bridges to Health
Pathways Program



Father's House



GEM Immigrant Relief
Fund



Guided Path Shelter



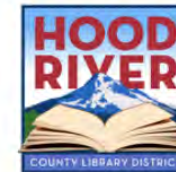
HAVEN from Domestic and
Sexual Violence



Helping Hands Against
Violence



Hood River County



Hood River County Library
District



Hood River Shelter
Services



Collaborative Planning Participants

Nearly 40 organizations, plus individuals with lived experience with houselessness, helped build the foundation for the Collaborative and create a strategic plan between January -September, 2022.

Beginning July 1, 2022, HB 4123 (Oregon) funds supported launch of



Klickitat County Homeless Housing Council



Mid-Columbia Community Action Council



Mid-Columbia Center for Living



Mid-Columbia Housing Authority



Mid-Columbia Economic Development District



Mid-Columbia Medical Center



Neh'i Wana Housing



One Community Health



Oregon Human Development Corporation



PacificSource / Columbia Gorge Coordination Care Organization



Providence Hood River Memorial Hospital



Wasco County Sheriff's Office



Sherman County Sheriff's Office



Skamania County Homeless Housing Council



St. Paul's Episcopal Church | The Dalles



The Next Door, Inc.



Wasco County



Washington Gorge Action Programs



Vision

The Mid-Columbia Houseless Collaborative envisions a region with equitable opportunities and support, where everyone who needs stable housing can find and afford it—especially communities who have faced disproportionate barriers to housing—so everyone can achieve the best quality of life.



Mission

Through collaboration and advocacy, we work to reduce houselessness in the Gorge by expanding housing capacity and ensuring supportive services are provided in culturally affirming ways that uphold human dignity.



Values

Compassion and humanity are at the core of our work. As a collaborative, we recognize the hardships that houseless community members experience and the common humanity we all share, regardless of our housing status.

We value **collaboration and partnership**; working together helps us provide greater support to houseless and unstably housed community members.

Advocacy allows us to do more to support the vulnerable populations we serve when we champion strategic investments, projects, and policy changes.

We elevate **diversity, equity, and lived experience**. We cannot do this work without acknowledging the disproportionate barriers the housing crisis has created for communities of color and other traditionally marginalized populations. We cannot effectively advocate for solutions without lifting up the voices of those who are or have been houseless.

We value **tenacity and perseverance**. Houselessness is a complex issue that cannot be solved overnight; we acknowledge that this work requires visionary leadership and



Equity Statement

Owning our History

The Mid-Columbia Houseless Collaborative is aware that housing inequities are rooted in our country's history. When colonizers displaced the first people of these lands, a base of racial and other inequities was built for future generations who call this place home. Our Collaborative recognizes not every person is born with the same opportunities to succeed, and because we care about people and our human rights, we must adjust our work to help solve these disparities. Further, we know each of us holds onto

Committing to Equity

We know our differences in race, ethnicity, national origin, ancestry, language, skin color, disability, family or marital status, gender identity, sexual orientation, language, physical or mental ability, traumas, politics, religion, socio-economic status, veteran status, and other identities make each of us unique and valuable members of our community. We believe basic human rights include equitable access to safe and easy to afford housing, and other tools that help people get into and stay in housing: health care, education, living wage jobs, social services, and more. We also believe inclusion is key to helping all people in our community to feel valued and have a sense they belong. As a Collaborative, we commit to equity by working with partners in our region to engage fully in efforts to end poverty and homelessness. To achieve equity in our housing work, we will:

- Find and address root cause(s) of inequity, in our work and our own lives
- Improve housing systems where personal identities predict inequitable outcomes
- Use data to drive decisions and focus resources so equity is not just a concept, but a practice
- Include the voices of people who are or have been houseless, with a focus on communities of Black, Indigenous, and other People of Color (BIPOC)



Strategic Plan

Four key goal
areas:

- Shelter
- Services
- Housing
- Advocacy



Goal Area 1: Shelter

When someone becomes houseless, having a safe place to go matters. So do services that help people get back into housing quickly. We must make sure shelters in our area have the funding they need to keep their doors open. We can also set shelter guests up for more success if we help cover the costs for them to find housing again. Most importantly, we should give them other tools

Strategic Priorities:

- ❑ Build better systems to coordinate shelter placements and services that help end houselessness
- ❑ Make sure our region has enough funding to provide shelter, treat shelter staff well, and help shelter guests find housing quickly



Goal Area 2: Services

Tools that enhance people's overall way of life make them more likely to find housing, and to avoid being houseless again. Those resources could relate to housing-like help paying rent. Or they could address other needs-like job training, affordable childcare, a reliable way to travel to work, mental health services, or paperwork in a language someone knows. To help houseless people get and stay housed, we should expand services in our area. Service providers can also be the most helpful if we respect people's

Strategic Priorities:

- ❑ Improve access to resources houseless people need by asking them what would be helpful, and by valuing their culture
- ❑ Add more services in our area that help people who need behavioral health care, support after leaving jail or prison, housing that makes it easier to recover after a health event, and resource navigation
- ❑ Make it simpler for service providers to coordinate care



Goal Area 3: Housing

For too many people in our region, especially people of color and other underserved communities, paying for housing has become very tough. Housing supply does not match demand, investors are buying more homes, and prices are high. Rent is going up. The idea of becoming houseless is getting more familiar for our friends, families, and neighbors. We cannot address houselessness if we do not protect and expand accessible housing that people can afford.

Strategic Priorities:

- ❑ Make it easier to build housing that low-income households can afford— and construct at least 262 affordable, accessible housing units in the five-county Mid-Columbia region by 2027
- ❑ Preserve the region's existing supply of affordable housing
- ❑ Help people of color and other underserved populations access housing
- ❑ Help leaders and the public understand the need for more affordable, accessible housing



Goal Area 4: Advocacy

We need support at all levels to do this work. Growing houselessness is not an individual problem. It affects us all. It also costs our economy resources that we could save by working together. We need to address this issue with the help of the public, non-profits, small businesses, community leaders, governments, tribes, landlords, programs that do culturally responsive work, private donors, and people with first-hand experience being houseless.

Strategic Priorities:

- ❑ Explain the need for our work to build community support
- ❑ Use data to challenge myths about houselessness and teach people about the impact our region's housing shortage has on all of us
- ❑ Advocate for funding and policies that help us make real progress on these issues



Implementation

We will continue to convene regularly to execute detailed work plans in each of our strategic goal areas, evaluate our progress, and make updates to the plan as new challenges and opportunities arise.

- ❑ Support workgroups to act on specific goal areas and strategic priorities

- ❑ Fully staff the Mid-Columbia Office of Housing Stabilization and develop/execute workplans

- ❑ Coordinate work with relevant partner organizations/governments

- ❑ Provide Collaborative members, including lived experience workgroup and House Bill 4123 Advisory Board members, with quarterly reports linked to the goals outlined in strategic plan

- ❑ Conduct annual listening session to get feedback about headway made on the Collaborative's strategic plan and equity commitments



Other key
Projects that
will Promote
Housing
Stabilization
in our Region

Navigation Center

(Timeline: open by late 2023)

MCCAC's SERVICE PARTNERS:

Oregon Human Development
Corporation

Columbia Gorge Health
Council/Bridges to Health Pathways
Program

Oregon Department of Human
Services

Nch'i Wana Housing

Mid-Columbia Center for Living

One Community Health





Other key
Projects that
will Promote
Housing
Stabilization
in our Region

Project Turnkey 2.0 Site

(Timeline: open by early 2023)

Transitional housing units (24-50)

Set-aside units for houseless
clients enrolled in partner
organizations' programs

Drop-in office/meeting space for
Navigation Center and other
partners to provide on-site
casework



Questions?

Contact us!

www.midcolumbiahouselesscollaborative.org

DIRECTOR, OFFICE OF HOUSING STABILIZATION: KELLI HORVATH: KHORVATH@MCCAC.COM

MCCAC EXECUTIVE DIRECTOR: KENNY LAPOINT: KLAPPOINT@MCCAC.COM

WAGAP EXECUTIVE DIRECTOR: LESLIE NARAMORE: LESLIE@WAGAP.ORG

Strategic Plan Summary



To build the best community possible for everyone who calls this area home, the Mid-Columbia Houseless Collaborative works together to address houselessness. From January—September 2022, we wrote a five-year plan on the best ways to do that. Entitled *Destination: Home—A Coordinated Approach to Housing and Houselessness in the Mid-Columbia Region*, the plan serves as a roadmap for action on four key goal areas: shelter, services, housing, and advocacy.

What is the Mid-Columbia Houseless Collaborative?



Background

Over the years, there have been several, local efforts to work together to prevent and end houselessness. But this work has never been coordinated across all five counties in Oregon and Washington in the Mid-Columbia area. So, in 2022 the region's leading houselessness assistance providers, Mid-Columbia Community Action Council and Washington Gorge Action Programs, founded the Mid-Columbia Houseless Collaborative. They brought together nearly 40 organizations, local governments, and individuals from Hood River, Wasco, Sherman, Skamania, and Klickitat Counties to write a five-year strategic plan to improve our response to houselessness. Now, the Collaborative is partnering to make it a reality.

Vision

The Mid-Columbia Houseless Collaborative envisions a region with equitable opportunities and support, where everyone who needs stable housing can find and afford it—especially communities who have faced disproportionate barriers to housing—so everyone can achieve the best quality of life possible.

Mission

Through collaboration and advocacy, we work to reduce houselessness in the Mid-Columbia region by expanding housing capacity and ensuring supportive services are provided in culturally affirming ways that uphold human dignity.

Strategic Plan Summary

Goal Area #1: Shelter

When someone becomes houseless, having a safe place to go matters. So do services that help people get back into housing quickly. We must make sure shelters in our area have the funding they need to keep their doors open. We can also set shelter guests up for more success if we help cover the costs for them to find housing again. Most importantly, we should give them other tools they need to stay housed.

To do that, we will:

- ☐ Build better systems to coordinate shelter placements and services that help end houselessness
- ☐ Make sure our region has enough funding to provide shelter, treat shelter staff well, and help shelter guests find housing quickly

Goal Area #2: Services

Tools that enhance people's overall way of life make them more likely to find housing, and to avoid being houseless again. Those resources could relate to housing—like help paying rent. Or they could address other needs—like job training, affordable childcare, a reliable way to travel to work, mental health services, or paperwork in a language someone knows. To help houseless people get and stay housed, we should expand services in our area. Service providers can also be the most helpful if we respect people's cultures and their experience being houseless.

To do that, we will:

- ☐ Improve access to resources houseless people need by asking them what would be helpful, and by valuing their culture
- ☐ Add more services in our area that help people who need behavioral health care, support after leaving jail or prison, housing that makes it easier to recover after a health event, and resource navigation
- ☐ Make it simpler for service providers to coordinate care

Goal Area #3: Housing

For too many people in our region, especially people of color and other underserved communities, paying for housing has become very tough. Housing supply does not match demand, investors are buying more homes, and prices are high. Rent is going up. The idea of becoming houseless is getting more familiar for our friends, families, and neighbors. We cannot address houselessness if we do not protect and expand accessible housing that people can afford.

To do that, we will:

- ☐ Make it easier to build housing that low-income households can afford—and construct at least 262 affordable, accessible housing units in the five-county Mid-Columbia region by 2027
- ☐ Preserve the region's existing supply of affordable housing
- ☐ Help people of color and other underserved populations access housing
- ☐ Help leaders and the public understand the need for more affordable, accessible housing

Goal Area #4: Advocacy

We need support at all levels to do this work. Growing houselessness is not an individual problem. It affects us all. It also costs our economy resources that we could save by working together. We need to address this issue with the help of the public, non-profits, small businesses, community leaders, governments, tribes, landlords, programs that do culturally responsive work, private donors, and people with first-hand experience being houseless.

To do that, we will:

- ☐ Explain the need for our work to build community support
- ☐ Use data to challenge myths about houselessness and teach people about the impact our region's housing shortage has on all of us
- ☐ Advocate for funding and policies that help us make real progress on these issues

Questions?

Want to get involved?

Fill out the contact form on our website at:
www.midcolumbiahouselesscollaborative.org

Or email our Director of the Office of Housing
Stabilization at:
khoryath@mccac.com

Destination: Home

A COORDINATED APPROACH TO HOUSING AND
HOUSELESSNESS IN THE MID-COLUMBIA REGION

Five-Year
Strategic Plan
2022-2027



Contents

Background

Introduction.....2

Words and Phrases to Know4

Mid-Columbia Houseless Collaborative Vision, Mission, and Values.....8

Mid-Columbia Houseless Collaborative Equity Statement.....9

Mid-Columbia Houseless Collaborative Planning Participants.....10

Strategic Plan

Goal Area #1: Shelter12

Goal Area #2: Services.....14

Goal Area #3: Housing.....17

Goal Area #4: Advocacy.....20

Implementation

Next Steps.....22

Contact Information.....23

Introduction

Across Oregon and Washington, communities are facing rising rates of housing insecurity and homelessness. For too many families, staying in housing has become increasingly difficult, if not impossible. Housing supply has lagged while demand has grown. Investors have begun buying up more and more single-family homes. Rents have sky-rocketed. As a result, the idea of being just one illness or car repair away from eviction has become all too familiar to our friends, families, and neighbors.

The issue of homelessness has also become more complex than it used to be. Increasing numbers of unhoused individuals are chronically homeless, meaning they have experienced homelessness for at least a year, or multiple times throughout their lives. Additionally, a growing portion of the homeless population has untreated mental illnesses or substance use disorders that make rehousing more difficult without intensive case management and other supports.

Like with any crisis, homelessness hits some communities harder than others. People of color, LGBTQ+ people, and other historically underserved communities are overrepresented in the homeless population. Families experiencing homelessness are typically headed by women, many of whom are young parents with children, and some of whom are fleeing domestic or sexual violence. People who have been incarcerated are more likely to experience homelessness and struggle to access housing stabilization resources than the general public due to their criminal records.

The Mid-Columbia region is unfortunately not immune from these trends. Preventing and ending homelessness in our area requires urgent, thoughtful work—and most importantly, partnership. Although this is a daunting task, our communities are up to the challenge. To date, there have been multiple, localized efforts to collaborate on work to prevent and end homelessness. However, this work has yet to be thoroughly coordinated across the five-county Mid-Columbia region, resulting in fragmentation across communities. That's why the Mid-Columbia Homeless Collaborative was founded.

In early 2022, Mid-Columbia Community Action Council (MCCAC) hired a consulting team, Sarah Kellems and Heidi Venture, to develop and convene a Collaborative of organizations and local governments from Hood River, Wasco, Sherman, Skamania, and Klickitat Counties working to address homelessness. With supportive leadership from Washington Gorge Action Programs (WAGAP) and generous funding from Providence, the consultants and MCCAC guided members of the Collaborative through a strategic planning process over the next nine months.

The plan included here represents the work members of the Mid-Columbia Houseless Collaborative will do over the next five years to develop a more strongly connected regional houselessness response system that provides the highest level of service to our most vulnerable community members. It explains how we will leverage and coordinate existing efforts throughout the region, and how we'll partner to enhance sorely needed services that will help our communities prevent and respond to houselessness more effectively.

This document also serves as the official work plan for MCCAC's Office of Housing Stabilization. This office was established in July, 2022 with funding from the Oregon Legislature following the passage of House Bill 4123, which allocated resources to a handful of communities across Oregon, including in Hood River, Wasco, and Sherman Counties, to strengthen their regional houselessness response systems.

As we begin the work of implementing this plan, we need support from the entire, five-county Mid-Columbia community. Growing houselessness is not simply an individual problem with individual solutions. This issue affects the families and children who are unhoused. It impacts our neighborhoods and divides our communities. And it costs our local and statewide economies significant resources that could be saved if we implemented more proactive interventions. At the end of the day, preventing and ending houselessness is our collective responsibility. It requires a unified, systems-level commitment from key community leaders, local governments, housing developers, tribal leaders, social service agencies, landlords, organizations that provide culturally responsive services to underserved populations, private sector partners, and people who have been or are houseless.

Members of the Mid-Columbia Houseless Collaborative have already demonstrated they are ready to make that commitment by writing this plan, and we look forward to the next phase of our efforts together to implement it. As we work to address one of the most complex challenges of our time, we invite you to join us so we can make the Mid-Columbia region the most vibrant community possible for everyone who calls this place home.

Onward,

Kelli Horvath
Director of the Office of Housing Stabilization
Mid-Columbia Community Action Council

September, 2022

Words and Phrases to Know

In an effort to make our strategic plan as accessible as possible to all audiences, Mid-Columbia Houseless Collaborative planning participants requested the inclusion of the following definitions:

Affordable and Accessible Housing

Affordable and accessible housing includes features that make it usable for people with disabilities or limited mobility and allows residents to spend no more than 30% of their income to live there. In this strategic plan, we also define “affordable” housing to mean housing that is reserved for households making 80% or less of the Area Median Income.

Area Median Income (AMI)

The household income for the “middle” household in a geographic region. Half of the families in a region earn more than the AMI, and half earn less. The U.S. Department of Housing and Urban Development calculates and defines the AMI for specific geographic areas across the country every year. Housing providers then use this number as a reference point when setting local income and affordability requirements for available housing units.

Acquisition and Rehabilitation/Rehab

The process of gaining ownership and management rights over a real estate property and renovating existing units rather than developing new units. Acquisition and rehab are valuable tools used by proponents of affordable housing and preservation.

BIPOC

An acronym that stands for “Black, Indigenous, and people of color.” This is a term used to describe communities of color, while centering the experience of Black and Indigenous people, who experience disproportionately high institutional barriers.

Chronically Houseless

Experiencing houselessness for at least a year, or repeatedly over time, while struggling with a disabling condition like a serious mental illness, substance use disorder, or physical disability.

Construction Excise Taxes

A charge placed on new construction (except for affordable and accessible housing projects) or additions to existing structures, the revenue from which can be used to fund incentives for building affordable housing and other housing-related programs.

Coordinated Entry

A process developed to ensure that all people experiencing a housing crisis have fair and equal access to resources and are quickly assessed for, referred, and connected to housing and other assistance based on their vulnerabilities and strengths.

Culturally Responsive/Culturally Specific Services

Being able to understand and consider the different cultural backgrounds of clients, and respecting clients' customs, experiences, perspectives, and language when assisting them to access resources.

Equity/Equitable

While an equal approach means giving everyone the same resources, an equitable approach acknowledges that each person has different circumstances, needs, and institutional barriers they have faced. Equity means allocating resources and opportunities in a way that creates equal outcomes.

General Obligation Bonds

Municipal bonds (debt obligations issued by government entities) that provide a way for state and local governments to raise money for public projects that may not yield revenue. General obligation bonds are backed by the state or local government's ability to use taxes to pay bondholders.

Houseless/Houselessness

Lacking a place to live. Many housing and social service providers have begun using this term instead of "homeless," because many people who are or have been unhoused prefer it. This is because "home" is more than a building where a person lives; it represents community, social connections, memories, friends, family, or more. People who lack a physical house often still identify strongly with a place they call home.

Housing Stabilization

The process of connecting to a wide range of individualized services—not just those that are directly related to housing—that help facilitate a person's ability to find and/or stay in housing.

Impact Fees

Fees charged to property developers by local governments for the new infrastructure that must be built to accommodate new development.

Jail Diversion

Community-based services that are designed to keep individuals, especially those with behavioral health issues, from becoming incarcerated by connecting them to other community-based resources like mental health support, substance abuse services,

employment services, and housing. Jail diversion aims to minimize the contact individuals have with law enforcement and help them avoid or reduce jail time.

LGBTQ+

An abbreviation for lesbian, gay, bisexual, transgender, queer or questioning, and more. These terms are used to describe a person's sexual orientation or gender identity.

Lived Experience (With Houselessness)

Personal knowledge about houselessness that has been gained because of going through houselessness first-hand rather than through representations constructed by others.

Medical Respite

Medical respite care is short-term residential care for people experiencing houselessness who are too ill or frail to recover from an illness or injury on the streets, but not ill enough to be in a hospital. Medical respite care helps people rest and recover in a safe environment while accessing medical care and other supportive services.

Point in Time Count

Also known as the PIT Count, this is the annual count of sheltered and unsheltered people experiencing houselessness across the U.S. during the last ten days of January.

Preservation

The process of retaining existing affordable housing, whether at subsidized or fair market costs, and protecting its affordability for current and future tenants.

Rapid Re-Housing

A type of housing assistance that quickly helps people experiencing houselessness to get into housing with the help of application fees, security deposit funding, time-limited rent assistance, incentives to encourage landlords to place clients in their units, and case management services.

Reintegration After Incarceration

The process a person goes through to re-enter society and become a productive member of the community after serving time in jail or prison.

Services/Supportive Services

Aid that makes it easier for someone to get into and stay in housing long-term by enhancing their overall way of living. Examples include help directly related to housing—such as rent assistance—or other resources, such as reliable transportation, affordable childcare, food assistance, training in budgeting and money management, health care, job training, mental health services, or substance abuse treatment.

Supportive Housing

The combination of ongoing affordable housing assistance, such as rent subsidies, with flexible and supportive services for people experiencing houselessness. The goal of supportive housing is to help people stay housed and live a more productive life in the community. There are multiple models of supportive housing: it could include the construction or renovation of new housing, setting aside units in privately-owned buildings, or leasing individual apartments throughout a specific geographic area where clients can receive services from supportive case managers.

System Development Charges

Fees charged on new development, and in some cases on redevelopment. Revenue raised by these fees can help fund new infrastructure or upgrades to existing infrastructure.

Traditional Health Workers

Frontline public health workers who work in health care clinic or community to assist individuals to achieve positive, health-related outcomes. Examples of traditional health workers include community health workers, personal health navigators, peer support specialists, and peer wellness specialists. Traditional health workers may have a particular specialty area or background, such as being a peer support specialist who uses their personal experience recovering from addiction to help a client struggling with a substance use disorder. Or they may promote health on a more holistic level by helping clients navigate multiple supportive services, including those that are not related to health care but contribute to overall well-being and stability.

Urban Renewal

A set of plans and activities, often attached to public financing mechanisms, to upgrade neighborhoods that are in a state of disrepair or decay.

Vision, Mission, and Values

Vision

The Mid-Columbia Houseless Collaborative envisions a region with equitable opportunities and support, where everyone who needs stable housing can find and afford it—especially communities who have faced disproportionate barriers to housing—so everyone can achieve the best quality of life possible.

Mission

Through collaboration and advocacy, we work to reduce houselessness in the Mid-Columbia region by expanding housing capacity and ensuring supportive services are provided in culturally affirming ways that uphold human dignity.

Values

Compassion and humanity are at the core of our work. As a collaborative, we recognize the hardships that houseless community members experience and the common humanity we all share, regardless of our housing status.

We value collaboration and partnership; working together helps us provide greater support to houseless and unstably housed community members.

Advocacy allows us to do more to support the vulnerable populations we serve when we champion strategic investments, projects, and policy changes.

We elevate diversity, equity, and lived experience. We cannot do this work without acknowledging the disproportionate barriers the housing crisis has created for communities of color and other traditionally marginalized populations. We cannot effectively advocate for solutions without lifting up the voices of those who are or have been houseless.

We value tenacity and perseverance. Houselessness is a complex issue that cannot be solved overnight; we acknowledge that this work requires visionary leadership and resilience.

Equity Statement

Owning our History

The Mid-Columbia Houseless Collaborative is aware that housing inequities are rooted in our country's history. When colonizers displaced the first people of these lands, a base of racial and other inequities was built for future generations who call this place home.

Our Collaborative recognizes not every person is born with the same opportunities to succeed, and because we care about people and our human rights, we must adjust our work to help solve these disparities. Further, we know each of us holds onto beliefs about people that are biased, flawed, and need to be challenged in a healthy and just way.

Committing to Equity

We know our differences in race, ethnicity, national origin, ancestry, language, skin color, disability, family or marital status, gender identity, sexual orientation, language, physical or mental ability, traumas, politics, religion, socio-economic status, veteran status, and other identities make each of us unique and valuable members of our community.

We believe basic human rights include equitable access to safe and easy to afford housing, and other tools that help people get into and stay in housing: health care, education, living wage jobs, social services, and more. We also believe inclusion is key to helping all people in our community to feel valued and have a sense they belong.

As a Collaborative, we commit to equity by working with partners in our region to engage fully in efforts to end poverty and houselessness. To achieve equity in our housing work, we will:

- Find and address root cause(s) of inequity, in our work and our own lives
- Improve housing systems where personal identities predict inequitable outcomes
- Use data to drive decisions and focus resources so equity is not just a concept, but a practice
- Include the voices of people who are or have been houseless, with a focus on communities of Black, Indigenous, and other People of Color (BIPOC)

Collaborative Planning Participants

- City of Bingen
- City of Goldendale
- City of Hood River and Hood River Homeless Stakeholders Coalition
- City of Stevenson
- City of The Dalles and The Dalles Unhoused Taskforce
- City of White Salmon
- Columbia Gorge Education Service District
- Columbia Gorge Health Council/Bridges to Health Pathways Program
- Father's House
- GEM Immigrant Relief Fund
- Gorge Native American Collaborative
- Guided Path Shelter
- HAVEN from Domestic and Sexual Violence
- Helping Hands Against Violence
- Hood River County
- Hood River County Library District
- Hood River Shelter Services
- Klickitat County Homeless Housing Council
- Mid-Columbia Community Action Council
- Mid-Columbia Center for Living
- Mid-Columbia/Columbia Gorge Housing Authority
- Mid-Columbia Economic Development District
- Mid-Columbia Medical Center
- Nch'i Wana Housing
- One Community Health
- Oregon Human Development Corporation
- PacificSource/Columbia Gorge Coordination Care Organization
- Providence Hood River Memorial Hospital
- Sherman County
- Sherman County Sheriff's Office
- Skamania County Homeless Housing Council
- St. Paul's Episcopal Church (The Dalles)
- The Next Door, Inc.
- Wasco County
- Wasco County Sheriff's Office
- Washington Gorge Action Programs
- White Salmon Valley Community Library
- White Salmon Valley School District
- Youth Empowerment Shelter

The Collaborative also includes volunteers and people who are or have been houseless.

Strategic Plan



Goal Area #1: Shelter

Goal Area #2: Services

Goal Area #3: Housing

Goal Area #4: Advocacy

Goal Area #1: Shelter

Objective: Stabilize the region's shelter system and improve coordination between shelters and service providers

Strategic Priorities

1: Unite agencies in the 5-county Mid-Columbia region to better coordinate shelter placement and supportive services

Strategy: Shelter and re-house people more quickly by creating a shared system for tracking shelter openings and aligning referral and intake processes

Actions:

- ❑ Convene subcommittee of shelter staff and service providers by October 15th, 2022, to review existing coordinated entry procedures, develop a common intake process and improved tracking of shelter openings, and explore options for shared referral and case management platforms
- ❑ By March 31st, 2023, choose and begin implementing improved system to track shelter openings and coordinate intake, referrals, and case management
- ❑ By June 30th, 2023, research shelter and houseless services hotlines in other rural areas and write report to outline resources that would be needed for our region to create one

2: Prioritize stable shelter funding, rapid re-housing funding, and staff support

Strategy: Stabilize shelter system and rapid re-housing program funding

Actions:

- ❑ Partner with domestic violence survivor advocacy organizations, other shelter service providers, and local elected officials in the region to apply and advocate for shelter and rapid re-housing funding
- ❑ By November 1st, 2022, hire a staff member based in MCCAC's Office of Housing Stabilization to lead fundraising efforts for the Collaborative's shelter, rapid-re-housing, and other priorities
- ❑ Pursue Project Turnkey funds in Oregon in 2022 to increase the number of shelter and transitional housing units in the Mid-Columbia region; pursue similar funding opportunities in Washington at the local and state levels when possible

Strategy: Enhance training and support for shelter staff and caseworkers

Actions:

- ☐ By December 31, 2022, convene subcommittee and conduct survey to address supports needed for shelter staff and caseworkers
- ☐ Each January, publish report on the region's shelter and housing casework staff compensation and benefits; include suggestions on how to improve staff support
- ☐ At least once a year, host trauma-informed convenings for shelter and casework staff to attend trainings and share best practices

Goal Area #2: Services

Objective: Ensure the region's supportive services meet client needs in a culturally responsive way

Strategic Priorities

1: Increase accessibility of services with a focus on needs identified by clients

Strategy: Provide culturally responsive and bilingual services

Actions:

- ☐ Regularly work with The Next Door, Inc. and use online readability tools to screen regional housing assistance forms for accessible, plain language
- ☐ Hire local interpreters to translate housing assistance and other services enrollment documents into English and Spanish, and pair houseless clients with caseworkers who speak their native language whenever possible
- ☐ Support Collaborative partner organizations to use tools such as bilingual pay differentials to diversify shelter and casework staff
- ☐ At least once per year, provide trainings about culturally responsive care to help service providers better serve the region's diverse houseless population
- ☐ By January 1st of each year, coordinate to create annual, Collaborative-wide fundraising strategy to support and expand culturally responsive services that promote housing stabilization

Strategy: Elevate the voices of people with lived experience and use client feedback to improve services

Actions:

- ☐ By October 1, 2022, establish a workgroup of people with lived experience with houselessness to advise on the Collaborative's work and share feedback on services
- ☐ By December 31, 2022, support lived experience workgroup to publish a conversation template that caseworkers and shelter staff can use to create more client-led housing stabilization plans
- ☐ By December 31, 2022, publish a toolkit to help Collaborative partner organizations collect feedback from houseless clients about improving services
- ☐ Coordinate with lived experience workgroup to organize annual opportunities for community leaders, service providers, and law enforcement officers to experience a day in the life of a houseless person

- ❑ Support Collaborative partner organizations to identify people with lived experience with houselessness to serve on hiring panels for shelter and casework staff
- ❑ Secure funding to provide stipends for lived experience workgroup members
- ❑ Encourage policymakers to provide opportunities for houseless individuals and frontline caseworkers to give policy input

2: Address gaps in services for houseless clients

Strategy: Improve access to existing services in the region that promote housing stabilization

Actions:

- ❑ By December 31, 2022, create and distribute a bilingual (English and Spanish) flowchart or other user-friendly document to depict key services in the region and how to access them
- ❑ Update supportive services document at least annually and re-distribute to regional partner organizations for use by caseworkers and clients
- ❑ Coordinate at least two informational sessions about rapid re-housing program offerings in the region to area social service agencies, property management companies, and independent landlords by March 31st, 2023
- ❑ Explore ways to enhance transportation options for houseless clients who need caseworkers to accompany them to enroll in services
- ❑ Find flexible resources to pay for gift cards and other incentives to help build trust and help houseless clients feel more comfortable accessing services

Strategy: Secure resources for services that need to be created or enhanced to improve support for the region's houseless community

Actions:

- ❑ Regularly seek funding to sustain and improve services houseless people reliably connect to like shelter, street outreach services, emergency medical care, and law enforcement
- ❑ Advocate to improve and expand services houseless people struggle to connect to reliably, such as supportive housing, medical respite care, jail diversion and reintegration after incarceration, and wraparound case management
- ❑ Involve Collaborative members in regional plans focused on expanding behavioral health and substance use disorder support services
- ❑ Support behavioral health providers to advocate for the resources needed to expand the region's behavioral health programs, especially crisis response services

- ❑ Support Providence Hood River to ensure strong coordination of services during and after their launch of the [Better Outcomes thru Bridges Program](#) in the Mid-Columbia region
- ❑ Pursue funding to increase the number of Traditional Health Workers—especially Peer Support Specialists—in our region who can provide housing, behavioral health, and other navigation services to houseless clients
- ❑ Develop plan and resources to provide more educational opportunities for houseless clients, such as renter education classes and know your rights trainings focused on interactions with law enforcement
- ❑ Invest in making resources such as those offered by the [PCC CLEAR Clinic](#) more accessible to houseless clients in our region to help them clear criminal and eviction records

3: Strengthen communication between service providers

Strategy: Decrease barriers to services by enhancing coordination of client intake processes, referrals, and case management

Actions:

- ❑ Include service providers in the subcommittee that will assess technology platforms before choosing and implementing a shared intake, referral, and case management system for houseless clients by March 31st, 2023
- ❑ Support subcommittee to propose and test case conferencing models to improve coordination of care, especially for chronically houseless clients and those with significant behavioral health or substance abuse needs

Goal Area #3: Housing

Objective: Preserve and expand affordable, accessible housing

Strategic Priorities

1: Increase the supply of housing units that low-income households (80% Area Median Income or below) can afford

Strategy: Advocate to increase funding and lower costs for affordable and accessible housing development

Actions:

- ☐ By December 31st, 2022, convene subcommittee to conduct research on the best ways to enhance funding for affordable housing in the region, especially in rural and unincorporated areas
- ☐ By March 31st, 2023, publish report about subcommittee's research and recommendations
- ☐ Advocate with relevant local governments to waive system development charges and impact fees
- ☐ Advocate with relevant local governments to establish and use construction excise taxes
- ☐ Engage Collaborative members in urban renewal funding discussions and encourage use of urban renewal funds to build affordable, accessible housing
- ☐ Work with service providers and local elected officials to secure adequate supportive services and rent assistance to align with funding used to construct affordable housing

Strategy: Take public actions to support Columbia Cascade Housing Corporation, tribal housing authorities, local governments, and other partners to build at least 262 affordable, accessible housing units in the region by 2027

Actions:

- ☐ Support completion of the [Rand Road project](#) in Hood River (129 units total, 39 of which will be for households at or below 30% AMI and 90 of which will be for households at or below 60% AMI)
- ☐ Help complete the Westgate Market project in The Dalles (75 units total, all of which will be for households at or below 80% AMI and a portion of which will be reserved specifically for low-income veterans)

- ❑ Support completion of the White Salmon Assisted Living Facility project (52 units total with 13 at or below 50% AMI and the rest at or below 120% AMI with a potential for some below 80% AMI pending future funding)
- ❑ Support completion of the Wishram Project (45 units total, all of which will be for households at or below 50% AMI and 23 of which will be reserved for houseless applicants)
- ❑ Explore and foster private land donations for affordable, accessible housing development

2: Use preservation, acquisition, and rehabilitation to protect the region's existing supply of affordable, accessible housing

Strategy: Advocate for relevant funding, policies, and projects

Actions:

- ❑ Support completion of the Rhine Village acquisition and rehab project in White Salmon (36 units total, 35 units for households at or below 60% AMI)
- ❑ Support completion of the Columbia View acquisition and rehab project in Cascade Locks (12 units total, all of which will be for households at or below 60% AMI)
- ❑ By June 30th, 2023, work with the Columbia Cascade Housing Corporation to write regional report on affordable, accessible housing preservation opportunities; include advice about new acquisition and rehabilitation projects to pursue
- ❑ In coordination with local elected officials, governments, and agencies, apply for funding to support eligible projects
- ❑ Work with local governments to pass policies that promote affordable and accessible housing preservation, such as preserving mobile home parks and closing loopholes on short-term apartment rentals
- ❑ Find and work with local supportive governments and organizations to advocate for the Community Development Block Grant program and housing rehabilitation loan programs

3: Prioritize access to affordable, accessible housing units for communities of color and other traditionally underserved populations

Strategy: Partner with organizations who serve culturally specific populations to ensure equitable access to affordable housing

Actions:

- ❑ By March 31st, 2023, convene subcommittee to identify strategies to make access to affordable housing more equitable, such as preference policies for applicants referred by providers serving culturally specific populations

- ❑ Seek additional funding for tools to enhance the ability of organizations who provide culturally specific services to place client in vacant housing units, such as housing placement service fees
- ❑ Ensure robust marketing to traditionally underserved communities when units are made available, including through creation and use of a language access plan

4: Educate elected officials, community leaders, and the public about why our region needs more affordable and accessible housing

Strategy: Collect and share data and personal stories to educate people about houselessness and highlight the need for more housing

Actions:

- ❑ Support MCCAC and WAGAP to expand the annual Point in Time Count, including by involving providers who provide culturally specific services to underserved populations, and those who support clients with behavioral health needs
- ❑ By November 30th, 2022, publish local report with personal stories from people in our area who have been houseless and data on regional housing needs from the Corporation for Supportive Housing, Oregon Affordable Housing Inventory, recent regional studies on land and affordable housing inventory, and the National Low Income Housing Coalition's "Out of Reach" report
- ❑ By January 1st, 2023, have meetings with local and state elected officials in our region to share the report, highlight its impact on our communities, and ask them to support the Collaborative's housing goals during the 2023 legislative session and beyond

Goal Area #4: Advocacy

Objective #4: Advocate, engage the community, and build support for the region's efforts to address houselessness

Strategic Priorities

1: Communicate to build awareness and support

Strategy: Develop and implement a strategic communications plan

Actions:

- ☐ By November 1st, 2022, hire at least a half-time staff member based in MCCAC's Office of Housing Stabilization to implement a strategic communications plan and coordinate the Collaborative's community relations work
- ☐ Regularly collect and publicly share real stories of people who have experienced houselessness or struggled to access services

2: Use accurate data to inform people of the realities of houselessness and to address opposition to the Collaborative's priorities

Strategy: Collect and share data about regional houselessness and housing

Actions:

- ☐ Secure stable, long-term funding to pay at least one staff member to support the Collaborative's data collection and reporting needs
- ☐ Coordinate with local hospitals, law enforcement, employers, and organizations who provide culturally specific services to collect and share data about the impact of houselessness—and of houselessness prevention and response services—on the community
- ☐ Publish annual press release in English and Spanish to highlight regional houselessness statistics, emphasize success stories, dispel myths about affordable housing and houselessness, and share progress on the Collaborative's equity commitments

3: Advocate for funding and policies that support the Collaborative's strategic investments

Strategy: Participate in statewide, regional, and local task forces focused on houselessness

Actions:

- ☐ Advocate to secure appointments on task forces for members of the Collaborative
- ☐ Provide opportunities at monthly Collaborative meetings for task force members to report on their work and ensure institutional memory is not lost when their time on task forces ends and new members are appointed
- ☐ Leverage policy tools and resources for the region

Strategy: Pursue public funding at the federal, state, and local level

Actions:

- ☐ Work closely with local elected officials and governments to identify additional government funding opportunities to support the Collaborative's long-term priorities
- ☐ Every year, coordinate a delegation of local leaders to meet with their representatives and advocate for funding at the state and federal level
- ☐ By January of 2023, develop and begin training an advocacy team made up of people who are or have experienced houselessness to publicly share their stories and lobby decision-makers
- ☐ Meet at least quarterly with state or federal agency staff to nurture relationships and strengthen applications for grants they administer

Strategy: Seek foundation and other private funding opportunities

Actions:

- ☐ By December 31st, 2022, create a region-wide grant pipeline and direct the Collaborative's fundraising staff to coordinate its implementation
- ☐ Include strategy for cultivating foundation relationships in grant pipeline and regularly engage Collaborative members in meetings with potential funders

Strategy: Build a committed base of donors to support the Collaborative's objectives

Actions:

- ☐ Direct the Collaborative's fundraising staff to develop and begin implementing a major donor strategy by March 31st, 2023
- ☐ By June 30th, 2023, launch a small donor fundraising program to enhance flexible resources for the Collaborative's work and build community support for the region's houselessness response and prevention efforts
- ☐ By October 31st, 2023, secure enough sponsorships to host the first annual Collaborative fundraising event to raise money for the Collaborative's priorities, highlight the impact of our work, and publicly thank supporters

Implementation

The completion of this strategic plan represents the first step of the Mid-Columbia Houseless Collaborative’s work together over the next five years. The only way we can accomplish the goals we have outlined is by building on the momentum we have created.

Next Steps:

We will continue to convene regularly to execute detailed work plans in each of our strategic goal areas, evaluate our progress, and make updates to the plan as new challenges and opportunities arise.

In practice, this means:

- ❑ Presenting our plan and providing updates as needed to local government bodies and relevant organizations in the Mid-Columbia region
- ❑ Appointing and convening subcommittees comprised of Collaborative planning participants to begin acting on specific goal areas and strategic priorities
- ❑ Coordinating with Mid-Columbia Community Action Council and Washington Gorge Action Programs to fully staff the Mid-Columbia Office of Housing Stabilization and develop detailed workplans to execute strategic plan initiatives
- ❑ Directing staff to coordinate work on specific goal areas with relevant partner organizations/governments on an individual or small group basis as needed
- ❑ Providing the full group of Collaborative planning participants, including the lived experience workgroup and House Bill 4123 Advisory Board members, with quarterly reports linked to the goals and strategies outlined in the strategic plan
- ❑ Conducting annual listening sessions to get feedback from community leaders and partners about headway made on the Collaborative’s strategic plan and equity commitments
- ❑ Reviewing the strategic plan annually with the full group of Collaborative planning participants to evaluate progress, update established metrics if needed, and revise the plan to ensure it continues to be responsive to the community’s needs

Contact Information

Questions?

Want to get involved?

Fill out the contact form on our website at:
www.midcolumbiahouselesscollaborative.org

Or email our Director of the Office of Housing
Stabilization at:
khorvath@mccac.com



MCCAC ITEM

Emergency Declaration

[LETTER OF REQUEST](#)

[EMERGENCY DECLARATION](#)

[MOTION LANGUAGE](#)



**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

February 8th, 2023

Request for Wasco County to Declare a Homeless State of Emergency

Wasco County Commissioners,

Mid-Columbia Community Action Council would like to formally request that Wasco County immediately declare a Homeless State of Emergency due to the increase in homelessness between the January 2020 and January 2022 Point in Time Count of all persons experiencing homelessness. Between 2020 and 2022, Wasco County saw an increase in homelessness of 69% (from 112 to 189 persons experiencing homelessness). Additionally, these increases had a disproportionate impact on both Native and Latinx community members; with Native homelessness increasing by 166% (from 6 to 16 persons experiencing homelessness) and homelessness within the Latinx community increasing by 300% (from 8 to 32 persons experiencing homelessness). While sheltered homelessness increased significantly during this same time (from 17 to 51 sheltered persons experiencing homelessness) thanks to investments from the federal government, the State of Oregon, Wasco County and the City of The Dalles; it is critical for us to maintain a sense of urgency and continue investing in shelter and housing resources at increasing or comparable levels so that our progress does not stall or reverse.

Kenny LaPoint
Executive Director



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF DECLARING A LOCAL STATE OF EMERGENCY IN WASCO COUNTY AS A RESULT OF
HOUSELESSNESS

RESOLUTION #23-002

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

WHEREAS, the County of Wasco has at any given time approximately 189 people experiencing homelessness Countywide; and

WHEREAS, the number of unhoused people in Wasco County has increased dramatically in recent years, more than doubling, with the number of unhoused persons increasing by 69% since 2020; and

WHEREAS, homelessness has disproportionately impacted Black, Indigenous and People of Color (BIPOC) with a 166% increase in Native homelessness and a 300% increase in Latinx homelessness; between the years 2020 and 2022. BIPOC persons comprise 30% percent of the population of Wasco County but, in the 2022 homelessness count, accounted for 35% or more of people experiencing homelessness.

WHEREAS, shelter and housing are critically important for those experiencing homelessness in Wasco County due to the heightened exposure and dangers from living outdoors.

WHEREAS, the State of Oregon has declared a Homeless State of Emergency through the State of Oregon's Executive Order 23-02 which will provide resources to keep more Oregonians from falling into homelessness, thus requiring immediate action in order to create replacement and additional housing and shelter, and in order to support the necessary infrastructure, operational resources and laws required to protect and provide that shelter and housing; and

WHEREAS, people experiencing homelessness suffer disproportionately from mental health ailments, the treatment of which has strained the ability to provide appropriate shelter and housing and which require assistance from the Mid-Columbia Center for Living to provide the necessary public services. Specifically, it is estimated that 28% of homeless persons in Wasco County are affected by a mental illness and 18% are affected by a substance abuse disorder; and

WHEREAS, the homelessness crisis confronting Wasco County has grown both incrementally and exponentially, leading to death, illness, and deplorable living conditions; and

WHEREAS, the number of people living on the streets of Wasco County is a daily recurring emergency, empowering the Wasco County Commissioners to declare a homeless state of emergency, no less than if the emergency was caused by an earthquake, fire, or flood; and

WHEREAS, Wasco County and its partner homeless service providers ability to mobilize local resources, coordinate response, accelerate procurement, use mutual aid, and seek assistance and potential reimbursement by the State and Federal governments will be critical to successfully responding to this homelessness crisis; and

WHEREAS, notwithstanding that Wasco County has been acting with urgency, including participating in the regional House Bill 4123 Advisory Committee on the Coordination of Homeless Services; and the House Bill 4123 Advisory Committee has ratified the Mid-Columbia Houseless Collaborative Strategic Plan to prevent and end homelessness; an emergency declaration is necessary to mobilize resources, save lives, and provide for the public health, welfare, and safety of all; and

WHEREAS, the increase in houselessness, the potential for loss of life due to exposure, the disproportionate impact of houselessness on BIPOC communities, and the impacts of a shortage of available and affordable housing warrant and necessitate that I declare the existence of a local emergency; and

WHEREAS, the benefits of this emergency declaration, coupled with past and future actions by Wasco County, Mid-Columbia Community Action Council and the Mid-Columbia Houseless Collaborative to address the homelessness crisis, will help ensure that this local emergency will be of a temporary nature.

NOW, THEREFORE, THE WASCO COUNTY BOARD OF COMMISSIONERS DECLARES the existence of a local emergency and direct Mid-Columbia Community Action Council and the Mid-Columbia Houseless Collaborative, as the implementing body of the House Bill 4123 Strategic Plan, to take necessary steps for the reduction of houselessness in Wasco County.

WE FURTHER DIRECT that Wasco County, Mid-Columbia Community Action Council and the Mid-Columbia Houseless Collaborative coordinate its efforts to address this declared emergency with the other local governments, the State of Oregon, and the federal government.

WE FURTHER DIRECT that this Emergency Declaration sunset in twelve months subject to being renewed. The setting of a specific time frame allows for actions to be taken to make permanent, necessary structural changes.

WE FURTHER DIRECT that the Declaration of Local Emergency shall take effect immediately and that notice shall be given of said Declaration through the most feasible means.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



MOTION

SUBJECT: Emergency Declaration

I move to approve Resolution 23-002 declaring and emergency as a result of houselessness.

Dear HHS Steering Committee members,

Those of you not currently included in the Governor's Emergency Order 23-02 and who wish to be should read through the entire [webpage](#) that has been established as the single point of information and contact for the homelessness state of emergency. It was just updated this week with more specific directions for those intending to request inclusion.

The rollout of the executive order will be a collaboration between state and local emergency management offices and state and local housing authorities.

'Local jurisdictions' requesting inclusion will need to follow the steps below (copied and pasted from the state webpage) and assemble a "Multi-Agency Coordination (MAC) group":

Instructions for requesting inclusion in the homelessness state of emergency

The Governor will complete her first scheduled review of the emergency order on March 10, 2023. Local jurisdictions that would like to be included in the state of emergency must meet the qualifications listed below and are then encouraged to submit their request to ODEM at the email address below before March 10, 2023. To qualify for a review, a local jurisdiction must meet the following requirements:

1. The unsheltered population in 2022 must be greater than 30 households, and
2. The community has declared a local state of emergency related to homelessness, and
3. At least one of the following is true:
 - Unsheltered homelessness increased by 50% or more between 2017-2022;
 - The rate of unsheltered homelessness in 2022 was 80% or greater.

Once the jurisdiction confirms they meet the qualifications above, a request containing information will need to be submitted through ODEM at oem.recovery@oem.oregon.gov and approved by the Governor.

What is a Multi-Agency Coordination (MAC) Group?

A Multi-Agency Coordination (MAC) Group is a group for interagency management planning, coordination, and operational leadership to provide strategic coordination, identify resources, and manage goals.

The MAC group will lead in the development, completion, and deployment of the community plan. Local communities will work to identify interventions based on the needs of people experiencing unsheltered homelessness within the service region. The MAC groups will work continuously with OHCS and ODEM throughout the year to review data and amend plans as needed to ensure goals are met.

The local MAC group will include:

- Local jurisdictions (homelessness and emergency management staff)
- Public housing authority
- Local homelessness agencies
- Rapid rehousing service providers
- Shelter developer/operator
- Landlord associations
- Behavioral Health providers

Best,
Jessica

Jessica Pratt

Legislative Affairs Manager

Association of Oregon Counties

a: 1212 Court St., Salem, OR 97301

m: 503.515.6884

e: jpratt@oregoncounties.org

w: www.oregoncounties.org



Oregon

Tina Kotek, Governor

Department of Forestry
State Forester's Office
2600 State St
Salem, OR 97310-0340
503-945-7200
www.oregon.gov/ODF

Oregon Department of Forestry

Eastern Oregon Area Rangeland Protection Program

To the Wasco County Clerk and Commissioners,

This letter is in reference to the dissolution of the Columbia Rural Fire District (Special District) and subsequent formation of the Petersburg Rangeland Protection Association. The intent of this letter is to help explain the benefits of potentially dissolving the Special District and improving the level of service and coordination within the Columbia Rural Fire District boundary through the formation of the Petersburg Rangeland Protection Association.

Columbia Rural Fire Protection District formed in an effort to organize landowner response to wildfires and recoup suppression costs related to fire suppression in Northern Wasco County. At the time of their formation, creating a special district labeled as a "Rural Fire District" was the closest related "district/association" legally available, as Oregon's laws considered "crop" lands to be irrigated and therefore did not meet the definition of "Rangeland". This special district was not formed to suppress structure fires as the name might lead one to believe. In Oregon "Rural Fire Districts" have responsibilities to suppress structure fires, vehicle fires, extricate patients from vehicle crashes, and much more. The funding, training, and maintenance requirements to do all those things is a major undertaking and regulated heavily by state and county agencies; but result in a high level of service to property owners. Columbia Rural has been successful in suppressing wildfires but recognizes they have not historically, nor do they currently meet the requirements that define a "Rural Fire Protection District."

Rangeland Fire Protection Associations (RFPA) are landowner governed, volunteer based, Non-Profits that provide services to prevent and suppress wildfires. Originally, these were meant to protect lands that were open range for livestock. As fire began to impact more and more lands that did not have formal fire protection and were not forested, more RFPA's (27 in total) began to form having had a dramatic and positive impact on the suppression of wildfire across the vast deserts and ranges of Oregon. Rangeland Fire Protection Associations are a vital part of the complete and coordinated response to wildfire in Oregon.

Oregon Law changed the definition of Rangeland to include "crop" lands as part of Senate Bill 590 (2021). The intent with that change was to recognize the impacts wildfires have on all lands in Oregon. This change gave an opportunity for the board of Columbia Rural to consider forming a Rangeland Protection Association, something that is much more closely related to the functions they have served as a Special District. After public meetings, hearings, and broad scale support by government entities and public within the boundary; the board decided to move forward with forming the Petersburg Rangeland Protection Association.

This association is a non-profit organization that enters agreements with the Oregon State Forester and Board of Forestry to provide protection from wildfire within their boundary or area of responsibility. In these agreements the Oregon Department of Forestry will provide assistance in the form of training, providing surplus fire suppression equipment, aid in obtaining radios, advise on the formation of mutual aid/ cooperative/ initial attack agreements, and much more. The Oregon Revised Statutes that speak to the responsibilities of the state forester and Rangeland Protection Associations can be found in:

- ORS 477.315
- ORS 477.317
- ORS 477.320
- ORS 477.325
- ORS 477.125
- ORS 477.161

The benefits to those who live in Northern Wasco County and participate in the Petersburg RFPA are immense. They have accomplished their first basic fire training with 68 attendees, developed a communications plan and will begin acquiring the tools to communicate and coordinate with all fire response agencies in the area who may come to assist, and have begun planning for equipment that will help boost their ability to rapidly suppress fire in the wheat country.

In short, Rangeland Fire Protection Associations are landowners coordinating efforts to rapidly suppress fires on or near their lands. Landowners in Wasco County have always led the charge in protecting their lands with a community that protects one another: "Neighbors helping neighbors." The formation of the Petersburg Rangeland Fire Protection Association will ensure that community-based response is done so with the landowners and producers at the forefront of decision-making in response to wildfire in northern Wasco County. Doing so with a baseline of training, an engaged user group, coordinated response, and the right equipment will **improve** the level of service provided and the safety of those living here helping reduce the impact that wildfire may have.

Thank you for your time and consideration,



Richard Fletcher

ODF-EOA Rangeland

Rangeland Specialist

Richard.a.fletcher@odf.oregon.gov

541-980-9036

Destination: Home

A COORDINATED APPROACH TO HOUSING AND
HOUSELESSNESS IN THE MID-COLUMBIA REGION

FIVE-YEAR STRATEGIC PLAN, 2022-
2027



Background

To date, there have been multiple, localized efforts to collaborate on work to prevent and end houselessness. However, this work has yet to be thoroughly coordinated across the five-county Mid-Columbia region, resulting in fragmentation across communities.

That's why the Mid-Columbia Houseless

- Rising rates of housing insecurity and houselessness in Oregon and Washington
- Housing supply has lagged while demand has grown
- Investors have begun buying up more single-family homes
- Rents have sky-rocketed
- Houselessness has become more complex—chronically houseless population has greater needs
- Disproportionate impacts on traditionally underserved communities



Collaborative Planning Participants

Mid-Columbia Community Action Council (MCCAC) and Washington Gorge Action Programs (WAGAP), the lead homeless service providers in the Mid-Columbia region, convened the Collaborative beginning in early 2022.



White Salmon Valley
Community Library



White Salmon Valley
School District



Youth Empowerment
Shelter



City of Bingen



City of Goldendale



City of Hood River and
Hood River Homeless
Stakeholders Coalition



City of Stevenson



City of The Dalles and The
Dalles Unhoused Taskforce



City of White Salmon



Columbia Gorge Education
Service District



Columbia Gorge Health
Council/Bridges to Health
Pathways Program



Father's House



GEM Immigrant Relief
Fund



Guided Path Shelter



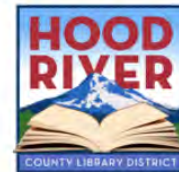
HAVEN from Domestic and
Sexual Violence



Helping Hands Against
Violence



Hood River County



Hood River County Library
District



Hood River Shelter
Services



Collaborative Planning Participants

Nearly 40 organizations, plus individuals with lived experience with houselessness, helped build the foundation for the Collaborative and create a strategic plan between January -September, 2022.

Beginning July 1, 2022, HB 4123 (Oregon) funds supported launch of



Klickitat County Homeless Housing Council



Mid-Columbia Community Action Council



Mid-Columbia Center for Living



Mid-Columbia Housing Authority



Mid-Columbia Economic Development District



Mid-Columbia Medical Center



Noh'i Wana Housing



One Community Health



Oregon Human Development Corporation



PacificSource / Columbia Gorge Coordination Care Organization



Providence Hood River Memorial Hospital



Wasco County Sheriff's Office



Sherman County Sheriff's Office



Skamania County Homeless Housing Council



St. Paul's Episcopal Church | The Dalles



The Next Door, Inc.



Wasco County



Washington Gorge Action Programs



Vision

The Mid-Columbia Houseless Collaborative envisions a region with equitable opportunities and support, where everyone who needs stable housing can find and afford it—especially communities who have faced disproportionate barriers to housing—so everyone can achieve the best quality of life.



Mission

Through collaboration and advocacy, we work to reduce houselessness in the Gorge by expanding housing capacity and ensuring supportive services are provided in culturally affirming ways that uphold human dignity.



Values

Compassion and humanity are at the core of our work. As a collaborative, we recognize the hardships that houseless community members experience and the common humanity we all share, regardless of our housing status.

We value **collaboration and partnership**; working together helps us provide greater support to houseless and unstably housed community members.

Advocacy allows us to do more to support the vulnerable populations we serve when we champion strategic investments, projects, and policy changes.

We elevate **diversity, equity, and lived experience**. We cannot do this work without acknowledging the disproportionate barriers the housing crisis has created for communities of color and other traditionally marginalized populations. We cannot effectively advocate for solutions without lifting up the voices of those who are or have been houseless.

We value **tenacity and perseverance**. Houselessness is a complex issue that cannot be solved overnight; we acknowledge that this work requires visionary leadership and persistence.



Equity Statement

Owning our History

The Mid-Columbia Houseless Collaborative is aware that housing inequities are rooted in our country's history. When colonizers displaced the first people of these lands, a base of racial and other inequities was built for future generations who call this place home. Our Collaborative recognizes not every person is born with the same opportunities to succeed, and because we care about people and our human rights, we must adjust our work to help solve these disparities. Further, we know each of us holds onto

Committing to Equity

We know our differences in race, ethnicity, national origin, ancestry, language, skin color, disability, family or marital status, gender identity, sexual orientation, language, physical or mental ability, traumas, politics, religion, socio-economic status, veteran status, and other identities make each of us unique and valuable members of our community. We believe basic human rights include equitable access to safe and easy to afford housing, and other tools that help people get into and stay in housing: health care, education, living wage jobs, social services, and more. We also believe inclusion is key to helping all people in our community to feel valued and have a sense they belong. As a Collaborative, we commit to equity by working with partners in our region to engage fully in efforts to end poverty and homelessness. To achieve equity in our housing work, we will:

- Find and address root cause(s) of inequity, in our work and our own lives
- Improve housing systems where personal identities predict inequitable outcomes
- Use data to drive decisions and focus resources so equity is not just a concept, but a practice
- Include the voices of people who are or have been houseless, with a focus on communities of Black, Indigenous, and other People of Color (BIPOC)



Strategic Plan

Four key goal
areas:

- Shelter
- Services
- Housing
- Advocacy



Goal Area 1: Shelter

When someone becomes houseless, having a safe place to go matters. So do services that help people get back into housing quickly. We must make sure shelters in our area have the funding they need to keep their doors open. We can also set shelter guests up for more success if we help cover the costs for them to find housing again. Most importantly, we should give them other tools

Strategic Priorities:

- ❑ Build better systems to coordinate shelter placements and services that help end houselessness
- ❑ Make sure our region has enough funding to provide shelter, treat shelter staff well, and help shelter guests find housing quickly



Goal Area 2: Services

Tools that enhance people's overall way of life make them more likely to find housing, and to avoid being houseless again. Those resources could relate to housing-like help paying rent. Or they could address other needs-like job training, affordable childcare, a reliable way to travel to work, mental health services, or paperwork in a language someone knows. To help houseless people get and stay housed, we should expand services in our area. Service providers can also be the most helpful if we respect people's

Strategic Priorities:

- ❑ Improve access to resources houseless people need by asking them what would be helpful, and by valuing their culture
- ❑ Add more services in our area that help people who need behavioral health care, support after leaving jail or prison, housing that makes it easier to recover after a health event, and resource navigation
- ❑ Make it simpler for service providers to coordinate care



Goal Area 3: Housing

For too many people in our region, especially people of color and other underserved communities, paying for housing has become very tough. Housing supply does not match demand, investors are buying more homes, and prices are high. Rent is going up. The idea of becoming houseless is getting more familiar for our friends, families, and neighbors. We cannot address houselessness if we do not protect and expand accessible housing that people can afford.

Strategic Priorities:

- ❑ Make it easier to build housing that low-income households can afford— and construct at least 262 affordable, accessible housing units in the five-county Mid-Columbia region by 2027
- ❑ Preserve the region's existing supply of affordable housing
- ❑ Help people of color and other underserved populations access housing
- ❑ Help leaders and the public understand the need for more affordable, accessible housing



Goal Area 4: Advocacy

We need support at all levels to do this work. Growing houselessness is not an individual problem. It affects us all. It also costs our economy resources that we could save by working together. We need to address this issue with the help of the public, non-profits, small businesses, community leaders, governments, tribes, landlords, programs that do culturally responsive work, private donors, and people with first-hand experience being houseless.

Strategic Priorities:

- ❑ Explain the need for our work to build community support
- ❑ Use data to challenge myths about houselessness and teach people about the impact our region's housing shortage has on all of us
- ❑ Advocate for funding and policies that help us make real progress on these issues



Implementation

We will continue to convene regularly to execute detailed work plans in each of our strategic goal areas, evaluate our progress, and make updates to the plan as new challenges and opportunities arise.

- ❑ Support workgroups to act on specific goal areas and strategic priorities
- ❑ Fully staff the Mid-Columbia Office of Housing Stabilization and develop/execute workplans
- ❑ Coordinate work with relevant partner organizations/governments
- ❑ Provide Collaborative members, including lived experience workgroup and House Bill 4123 Advisory Board members, with quarterly reports linked to the goals outlined in strategic plan
- ❑ Conduct annual listening sessions to get feedback about headway made on the Collaborative's strategic plan and equity commitments



Other key
Projects that
will Promote
Housing
Stabilization
in our Region

Navigation Center

Timeline: Groundbreaking in Mar. 2023, open
late 2023

Groundbreaking and Project Name Announcement

When: March 24th, 2023; 11am-12noon

Where: 2505 W. 7th St., The Dalles, OR

MCCAC'S SERVICE PARTNERS:

Oregon Human Development Corporation

Columbia Gorge Health Council/Bridges to Health
Pathways Program

Oregon Department of Human Services

Nch'i Wana Housing

Mid-Columbia Center for Living

One Community Health

For more info visit: www.mccac.com/navigation-center





Other Key Projects that will Promote Housing Stabilization in our Region

Project Turnkey 2.0 Site: "The Annex"

Timeline: Conversion beginning Feb. 2023,
open mid-2023

Oregon Motor Motel site acquired Feb. 1st
by MCCAC using Project Turnkey 2.0 funds
from Oregon Legislature and Oregon
Community Foundation

Will serve as Navigation Center "Annex"
once rehabilitation/conversion work is
complete

Focus: transitional housing/shelter units
(approx. 100 beds) + on-site, coordinated
housing stabilization services

For more info visit:
www.mccac.com/project-turnkey



Other key
Projects that
will Promote
Housing
Stabilization
in our Region

Transitional Housing, Shelter & Supportive Services

Project Turnkey

Navigation Center Annex

 Mid-Columbia
Community
Action Council

ENTRANCE
FAMILY LODGING
EXTRA CLEAN ROOMS
WELCOME

Project Overview

The Mid-Columbia Community Action Council (MCCAC) Project Turnkey site will provide at least 50 transitional housing and shelter units with coordinated supportive services integrated on site in collaboration with community partners. Units will be suitable for families, people with ADA-accessibility needs, veterans, and clients of culturally specific partner organizations.

Through the conversion of an old motel, beginning in 2023 this project will serve as an annex of MCCAC's Navigation Center, and will provide access to safe, accessible housing for houseless clients from Hood River, Wasco, and Sherman counties.

Services

Clients will be able to access an array of supportive services including culturally responsive case management, Oregon Health Plan enrollment, food stamps enrollment, healthcare, behavioral healthcare, respite medical care, jail diversion programming, employment resources, and rapid rehousing resources. Staffing will be provided 24/7 with property managers living on site.

Funding

We are grateful to Oregon Community Foundation and the Oregon State Legislature for providing the funds to purchase and convert an old motel into transitional housing and shelter in Wasco County. Additionally, we are grateful for the financial commitments of core service partners, foundations, and private donors. We welcome inquiries from foundations and individual donors about how to support the project.

Core Project Partners

-  COLUMBIA CORGE HEALTH COUNCIL
-  Bridges To Health
-  ONE COMMUNITY HEALTH
CAREING FOR ALL, CAREING WITH HEART
COMMUNITY & SOCIAL RESOURCES JOIN BY CONNECTION
-  The Next Door
-  MID-COLUMBIA CENTER for LIVING
-  MCMC
MID-COLUMBIA MEDICAL CENTER
-  PROVIDENCE
Hood River Memorial Hospital
-  Nchi'wana Housing
-  OHDC
OREGON HUMAN DEVELOPMENT CORPORATION
-  MCCAC

 Learn More
mccac.com/project-turnkey





Other Key Projects that will Promote Housing Stabilization in our Region

Project Turnkey 2.0 Site: "The Annex"

Funding for operations and client assistance

- MCCAC's existing shelter operations and hotel voucher funding
 - Approximately \$535K annually
- Oregon Human Development Corporation (OHDC, culturally specific)
 - Approximately \$100K annually
- Mid-Columbia Center for Living (MCCFL, Behavioral Health)
 - Approximately \$200K annually
- Department of Housing and Urban Development (HUD)
 - \$969,600.00 award received on 2/2/2023 for next 3 years
- Columbia Gorge Health Council
 - \$155,000 for first year of operations
- In progress: PacificSource Foundation and Columbia Gorge CCO
 - Letter of interest submitted, invitation received to apply for Foundation grant due next week
 - In discussions about billing some Peer Support and Community Health Worker staff time to Medicaid longer-term



Other Key Projects that will Promote Housing Stabilization in our Region

Project Turnkey 2.0 Site: "The Annex"

Renovations

- Approximately \$1.2 million in renovation being completed with local contractors being hired whenever possible. Motel renovations funded by the Oregon Community Foundation.
 - Roof
 - Siding
 - Exterior Painting
 - Heat and AC in 39 rooms
 - Bathroom fans and ventilation
 - Six new commercial water heaters
 - Manager's Office #1 complete remodel
 - Parking lot
 - Add two ADA rooms
 - Resurface upper decking and walkways
 - New upper floor railing and posts



Questions?

Contact us!

www.midcolumbiahouselesscollaborative.org

DIRECTOR, OFFICE OF HOUSING STABILIZATION: KELLI HORVATH: KHORVATH@MCCAC.COM

MCCAC EXECUTIVE DIRECTOR: KENNY LAPOINT: KLAPPOINT@MCCAC.COM

WAGAP EXECUTIVE DIRECTOR: LESLIE NARAMORE: LESLIE@WAGAP.ORG

February Commissioner's Report

Phil Brady

Watersheds

- Mosier deep wells completed and federal financing completed.
- Work begun on infiltration basin for 15 Mile insertion project.



Local Mayors

- Antelope: Sherri Jameson
- Shaniko: Don Treanor
- Maupin: Carol Beatty
- Mosier: Witt Anderson
- Dufur: Merle Keys
- The Dalles: Richard Mays

Other Assignments

- Community Renewable Energy Association - Land rush in Sherman County
- Mid Columbia Housing Authority - Westgate and Rand Road
- North Central Public Health District - Discussing returning to Wasco
- Mayor's Houseless Task Force - Pleased to see Annex project
- Mid Columbia Community Action Council - Annex Project
- Maupin Days - Water, sewer, and housing issues.

Lincoln's Pow Wow in Simnasho

