



## AGENDA: REGULAR SESSION

WEDNESDAY, APRIL 5, 2023

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

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

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

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

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

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

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

9:00 a.m.	<b>CALL TO ORDER/PLEDGE OF ALLEGIANCE</b> Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. <b>Corrections or Additions to the Agenda</b> <b>Discussion Items:</b> <a href="#">Youth Think Sub-contract</a> ; <a href="#">Emergency Generator Grant Agreement</a> ; <a href="#">Appointments</a> ; <a href="#">Mail Chimp Distribution Report</a> (Items of general Commission discussion, not otherwise listed on the Agenda) <b>Consent Agenda:</b> <a href="#">2.23/24.2023 Leadership Summit Minutes</a> ; <a href="#">3.15.2023 Regular Session Minutes</a> (Items of a routine nature: minutes, documents, items previously discussed.) <b>Public Comment at the discretion of the Chair (3 minute limit unless extended by Chair)</b>
Times are Approximate	
9:30 a.m.	<a href="#">District Attorney's Mid-Term Report</a> – Matthew Ellis
9:45 a.m.	<a href="#">National Flood Insurance Program Biological Opinion</a> – Kelly Howsley-Glover
10:00 a.m.	<a href="#">Wildlife Management Funding</a> – Jon Belozar
10:15 a.m.	<a href="#">Executive Session</a> – Pursuant to ORS 192.660 (2)(e) Real Property Transactions
	<b>COMMISSION CALL</b>
	<b>NEW/OLD BUSINESS</b>
	<b>ADJOURN</b>

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



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
APRIL 5, 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.

**Discussion Item – Youth Think Subcontract**

Youth Think Coordinator Debby Jones explained that this contract is a renewal to continue opioid overdose prevention work on behalf of North Central Public Health District.

**{{{Commissioner Brady moved to approve the Overdose Prevention Subcontract between Wasco County and North Central Public Health District. Vice Chair Hege seconded the motion which passed unanimously.}}}**

**Discussion Item – Emergency Generator Grant Agreement**

Emergency Manager Sheridan McClellan explained that the County applied for this grant following the 2020/2021 wildfires. This is a Federal mitigation grant to place 3 generators in locations in Wamic. The Federal grant required a 10% match; the State stepped in to cover the match.

Commissioner Brady asked if each generator is for just one application. Mr. McClellan replied that they are not portable generators and will be permanently installed at each site to power that facility. Larry Warren, member of the Wamic Fire District, concurred, adding that the generators run on propane and will service a building at each site.

Vice-Chair Hege asked if the grant also covers installation. Mr. Warren answered that it covers installation and the building of a platform for each

generator. He noted that they are 55 weeks out for the order to be filled.

**{{{Commissioner Brady moved to approve Oregon Department of Emergency Management Grant HMGP-DR-4562-31-R-OR for the purchase of 3 emergency generators. Vice-Chair Hege seconded the motion which passed unanimously.}}}**

#### Discussion Item – Appointments

Ms. Clark explained that there is a vacancy on the Economic Development Commission due to the resignation of Nan Wimmers. The EDC has reviewed the application submitted by Ed Thomas and are recommending his appointment to complete Ms. Wimmers' term.

Ms. Clark went on to say that Deborah Ferrer submitted an application to be appointed to The Dalles Watershed Council which does not have a limitation on the number of members. The Council reviewed the application at their December meeting and are recommending her appointment to the Council.

**{{{Vice-Chair Hege moved to approve Orders 23-010 and 23-011 appointing Ed Thomas to the Wasco County Economic Development Commission and Deborah Ferrer to The Dalles Watershed Council. Commissioner Brady seconded the motion which passed unanimously.}}}**

#### Discussion Item – Mail Chimp Report

Ms. Clark reviewed the memo included in the Board Packet saying that the number of subscribers as well as open and click rates have remained stable for many years. Vice-Chair Hege suggested that it may be a good idea to have the Public Information Officer promote the sign-up portal.

#### Consent Agenda – 2.23/24/2023 Summit Notes; 3.15.2022 Minutes

Commissioner Brady noted that in the paragraph at the top of page 3 of the March 15<sup>th</sup> minutes, “1” should be written out as “one.”

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

#### Public Comment

Chair Kramer asked Library Board Member Corliss Marsh for an update on progress at the Library. Ms. Marsh reported that the City Manager reached out to them and will be attending the Library Board's next meeting to start the process of creating a new IGA.

Rodger Nichols, serving as Wasco County's representative on the Columbia River Gorge Commission, said he just learned that the gravel pit in Clark County had restarted without applying for a new license. They were required to apply for new license if they shut down for more than a year; since they had been shut down for 10 years, they will now need to reapply. He added that the Gorge Commission has a new commissioner from Klickitat County who he believes will be an ally.

Public Works Director Arthur Smith said that he has been approached by the Oregon Trail Road Rally group to use the same routes that have always been accepted and supported by local landowners. He has also been in communication with the Brewer family who are working the rally organizers to add a new route that will impact only the Brewer family property. Mr. Smith went on to say that this is a national organization; the rally is scheduled for May 21<sup>st</sup> in Wasco County as part of a 3-day event in the region.

Vice-Chair Hege asked if there was not someone in the past who was opposed to this event. Mr. Smith explained that last year the organizers, in an attempt to expand the routes, sent out mass communications to the local population rather than targeting property owners for whom it would actually make sense to participate. That generated some push back from folks who are outside of the rally area. The organizers are being more focused in their outreach.

Vice-Chair Hege noted that the rally organizers have been reliable when performing post-race maintenance of the roads. Mr. Smith agreed saying that they do a very good job and it does not affect the County's maintenance costs.

Mr. Smith went on to say that it is been an extended winter for the road crew's winter maintenance; they sanded again just this morning. That puts them behind in preparation for the chip seal program. They plan to do 30 miles and will also collaborate with the City of The Dalles to do some work within the city limits.

Commissioner Brady noted that some of the city roads have liquid spray on them. Mr. Smith stated that we do not use that. He added that oil prices have come down which is helpful.

Vice-Chair Hege observed that some of the city streets took a winter beating and asked if that is also true of the county roads. Mr. Smith responded that there was not extensive damage; our preservation program is pretty rigorous as we cannot afford to repave. We have seen some cracks and will be addressing those.

Chair Kramer asked where Bakeoven is in the rotation. Mr. Smith said it is probably 7-8 years out; it is in good shape. Public Works monitors the work

being done there.

#### **Agenda Item – District Attorney’s Mid-Term Report**

District Attorney Matthew Ellis reviewed the report included in the Board Packet, expressing his pride in the team they have assembled.

Commissioner Brady noted that although Mr. Ellis stated that the case referrals are statistically consistent, there is a significant increase displayed in the graph. Mr. Ellis explained that we are a small county which means that small increases and decreases can create significant spikes in the data; however, those spikes tend to drop rather quickly and return to the baseline average.

Mr. Ellis noted that when some drugs were decriminalized, they saw an increase in other arrests – mostly misdemeanor thefts. He interpreted that to mean that resources previously used to pursue those drug violations were turned to other crimes. He said there is not enough data yet to confirm that conclusion.

Commissioner Brady commended Mr. Ellis for hiring Spanish speakers to better serve that segment of our population. Vice-Chair Hege thanked him for attending the Town Hall on Homelessness earlier this week.

#### **Agenda Item – National Flood Plain Insurance Program Biological Opinion**

Planning Director Kelly Howsley-Glover explained that several years ago, the National Oceanic and Atmospheric Administration (NOAA) filed against the Federal Emergency Management Agency (FEMA) related to the protection of salmon species. FEMA is now proceeding with rule making. The request is that we create 170 foot buffers to prohibit development along waterways. This will have a significant impact on our coastal communities as well as citizens located in flood plains. There are communities throughout the state that want to work as a coalition to minimize the impact to landowners.

Chair Kramer noted that we have already sent a letter of support for this effort. Vice-Chair Hege said we will have residents who will be impacted by this. This discussion has been ongoing for years; the impacts are becoming real. Vice-Chair Hege said his supports joining the coalition.

Ms. Howsley-Glover reported that she recently attended a meeting hosted by Tillamook County. One of the aims of the coalition is to have FEMA to look more critically at rules that already exist to protect the salmon. The flood plain is not meant to be prescriptive and this action is incongruous with FEMA’s mission.

Commissioner Brady said it makes sense to slow this process and he supports

joining the coalition. He said that the Director of the Housing Authority's opinion is that this could reduce the opportunity for housing which the state is trying to increase.

Chair Kramer stated that he also supports joining the coalition.

**\*\*\*The Board was in consensus to join the coalition being formed to address FEMA rulemaking in regards to flood plains and salmon species protection.\*\*\***

<b>Agenda Item – Wildlife Management Funding</b>
--

Jon Belozar, President of Belozar Outdoor Enterprises, reviewed the memo included in the Board Packet saying that he provides these services to a number of counties. For many years he was employed by the government to provide wildlife management services; two years ago, he separated from the government agency and began to provide services as a private contractor. He stated that when he entered into the agreement with Wasco County he had mentioned that the funds being allocated were minimal for the work that needs to be done. At that time, Chair Kramer had advised him that should the need arise, we could possibly address that with contingency funds.

Vice-Chair Hege observed that we have a contract with Animal and Plant Health Inspection Service (APHIS) for the same services, capped at the same dollar amount. He said that they helped us out with a crow issue but he does not know what they have done to date for predator control. Mr. Belozar commented that APHIS does not have someone in Wasco County; their closest agent is in Gilliam County and does not have dogs; there are other agents in Deschutes County.

Vice-Chair Hege said that where he lives on 7-Mile; if there is an animal issue he calls the Oregon Department of Fish and Wildlife (ODFW) and they take care of it. Mr. Belozar answered that when ODFW is not appropriately equipped to respond, they reach out to him. Vice-Chair Hege pointed out that when that happens, it is ODFW paying for that service, not the County. He said that this seems to be ODFW's responsibility and they should be paying for that service.

Mr. Belozar stated that in general counties pay for 80-90% of this work. The State is talking about eliminating the funding for these services which would place the costs 100% with the counties. He added that the APHIS program directs 28% of the monies paid for services to administrative overhead.

Chair Kramer said we need to have ODFW in the room to ask why they are not doing this work. He added that when he mentioned the possibility of using contingency funds to Mr. Belozar, it did not mean he was authorizing that

WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
APRIL 5, 2023  
PAGE 6

expenditure. There is now a \$5,100 expenditure that has not been authorized. Mr. Belozar said he fully understands that the County does not owe him for the amount over the \$5,000 cap.

Vice-Chair Hege asked if the property owners have any obligation to pay for these services. Mr. Belozar said that the residents in the southern part of the county do not mind funding things that they do not use; they feel that their tax dollars should be supporting this work. Vice-Chair Hege asked if the property owners participate at all. Mr. Belozar replied that they do not. If they had to, some would and others would not.

Vice-Chair Hege asked if these property owners have any means to deal with the problem themselves. Mr. Belozar replied that because of how the animals travel, mostly at night, property owners do not have the ability to track them. He said he has only seen one lion in the daytime without using his trained dogs. It would be fairly difficult for the landowners to take on the problem.

Commissioner Brady said that Antelope reports seeing far less wildlife. He asked if that causes more contact between lions and humans/livestock. Mr. Belozar replied that if there are a number of predators and their prey is suppressed, those predators are going to eat something. He said he has done work at Young Life which does have livestock but they also have about 1,400 kids a week; predators is a big concern for them.

Chair Kramer pointed out that Young Life is a non-profit organization and pays no property tax. He also noted that there are likely exemptions for the loss of livestock. He said this is a deep and complicated subject. We need to clear that up for livestock and human safety. In the short term, we need to hear from Mr. Belozar right away if there is going to be an overage.

Chair Kramer went on to say that that he would recommend authorizing half the amount being requested and ask for constant communication on future overages. Mr. Belozar asked what happens if he gets a call on a Saturday night that there is a predator. Chair Kramer answered that is why we need to get a process in place. He said he wants to take care of our citizens but we need that process in place. In the meantime, he told Mr. Belozar to give him a call; we need better communication.

Vice-Chair Hege asked if we have the funds for this overage. Mr. Stone said, if the Board authorizes the payment, he will identify funds for it.

**{{Vice-Chair Hege moved to fund half of the requested overage of \$5,130 to Belozar Outdoor Enterprises. Commissioner Brady seconded the motion which passed unanimously.}}**

Nate Stice said that he just wants to let the Board know that he is back as Wasco County's Regional Coordinator for Regional Solutions and wants to hear from them on anything they think he should be working on.

Vice-Chair Hege said he is happy to have Mr. Stice back but is a little concerned that the State has added another region onto his plate. He noted that Mr. Stice was always busy and the State has doubled the area. Mr. Stice responded that, broadly speaking, they are taking time to look at how things are working and how they can be improved. We are hiring up, looking for 3 more regional coordinators and looking at the best use of staff capacity. He said that right now, he will be a bit stretched as he tries to develop new relationships. There will be some economies of scale but he may be working late and on weekends to make sure the counties are getting good service levels. He said if he is missing something he wants to hear from the Commissioners.

Vice-Chair Hege said it sounds like there are others who want his help that are not in his region. Mr. Stice explained that he is a lot closer to Gilliam and Wheeler Counties that the region to which they belong; he tag teams services for them with their regional coordinator.

Chair Kramer announced that there is an election on May 16<sup>th</sup>; the last day to register is April 25<sup>th</sup>.

#### Agenda Item – Executive Session

At 10:40 a.m. Chair Kramer recessed from the Regular Session to open an Executive Session pursuant to ORS 192.660(2)(e) for real property transactions. He explained the process and cautioned the media to not report on anything discussed in Executive Session except to state the purpose of the session as previously announced.

The Regular Session was reconvened at 11:17 a.m.

#### Commission Call

Chair Kramer said that he worked with Waste Connections to respond to a local needs assessment survey associated with the Recycling Bill 582 passed last year. This is part of the funding process for Producer Responsibility Organizations. We marked everything for which we thought we could be eligible. The submission deadline is April 14<sup>th</sup>. He predicted there will be many changes to come as he does not believe it can work the way it is.

Commissioner Brady said that at a recent Oregon Scenic Bike meeting they discussed the danger of wheat trucks on 15 Mile and other roads. He reviewed

the Mid-Columbia Community Action Council report (attached), saying that they are servicing about 1,000 people in a population of approximately 54,000; that is 1 in 50. They are doing great work and will be asking partners to step up to help.

Vice-Chair Hege noted that the transitional housing is 6 months – what happens then? With our housing shortage, where will people go when the 6 months is over? Commissioner Brady said the Housing Authority is trying to work on that issue which is a challenge. He pointed out that we are far ahead of other places dealing with these same issues.

Mr. Stone said that the recording of Monday's Town Hall on Homelessness is up on the County website; the associated materials will be added soon.

Vice-Chair Hege asked how many people joined the town hall virtually. Mr. Stone said there were 80 virtual attendees. Chair Kramer asked how we reach folks who don't use the internet. Mr. Stone said he hopes the media can help with that.

Commissioner Brady commented that there are some whose minds will not be changed, but it is good to have them there. Vice-Chair Hege said that he heard some of those people at the town hall; they said they were grateful for the information. Chair Kramer said we need to encourage those folks to meet with the subject matter experts.

Mr. Stone said we can ask Patty Mulvihill back for a more detailed presentation.

Ms. Clark noted that the Board will be holding a Town Hall in Maupin on April 27<sup>th</sup>. The information is on the County website.

Chair Kramer announced that there will be a public meeting in Wamie on April 15<sup>th</sup> from noon to 3PM to talk about wildfire response. Commissioner Brady said that Representative Helfrich will hold a Town Hall in Mosier on April 14<sup>th</sup>.

Chair Kramer adjourned the meeting at 10:49 a.m.

Summary of Actions
--------------------

**MOTIONS**

- **To approve the Overdose Prevention Subcontract between Wasco County and North Central Public Health District.**
- **To approve Oregon Department of Emergency Management Grant HMGP-DR-4562-31-R-OR for the purchase of 3 emergency generators.**
- **To approve Orders 23-010 and 23-011 appointing Ed Thomas to the**

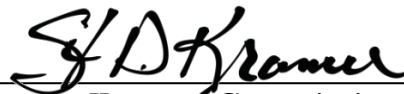
**Wasco County Economic Development Commission and Deborah Ferrer to The Dalles Watershed Council.**

- **To approve the consent agenda – 3.15.2023 Regular Session Minutes; 2.23/2.24.2023 Leadership Summit Minutes.**
- **To fund half of the requested overage of \$5,130 to Belozor Outdoor Enterprises**

**CONSENSUS**

- **To join the coalition being formed to address FEMA rulemaking in regards to flood plains and salmon species protection.**

Wasco County  
Board of Commissioners



Steven D. Kramer, Commission Chair



Scott C. Hege, Vice-Chair



Philip L. Brady, County Commissioner



## DISCUSSION LIST

---

[YOUTH THINK SUB-AGREEMENT](#) – Debby Jones

---

[EMERGENCY GENERATOR GRANT AGREEMENT](#) – Sheridan McClellan

---

[APPOINTMENTS](#) – Kathy Clark

---

[MAIL CHIMP DISTRIBUTION REPORT](#) – Kathy Clark

---



## DISCUSSION ITEM

### Youth Think Subcontract

---

[OVERDOSE PREVENTION SUBCONTRACT](#)

---

[MOTION LANGUAGE](#)

---



**PublicHealth**  
Prevent. Promote. Protect.

**NORTH CENTRAL PUBLIC HEALTH DISTRICT**

419 East Seventh Street  
The Dalles, OR 97058-2676  
541-506-2600  
[www.ncphd.org](http://www.ncphd.org)

## **OVERDOSE PREVENTION SUBCONTRACT**

This contract Overdose Prevention G2023-1 is between North Central Public Health District (NCPHD or LPHA), the Local Public Health Authority serving Wasco and Sherman Counties in Oregon **AND** Wasco County, a political subdivision of the State of Oregon (Subcontractor).

### **Purpose**

NCPHD has received funding from the Oregon Health Authority for overdose prevention efforts in Wasco and Sherman Counties. The purpose of this Contract is to outline the roles and responsibilities of NCPHD and Subcontractor in support of those efforts.

### **Scope of Work**

Subcontractor will perform overdose prevention activities to include overdose response planning, naloxone assessment in the communities and a prevention project

### **Compensation**

The budget period for these funds is September 1, 2022 to August 31, 2023. The total amount of funding is \$58,575.

### **Relationship of Parties**

Subcontractor agrees to:

- Administer the Overdose Prevention Program in Wasco and Sherman Counties in accordance with the Amended and Restated FY 23 Intergovernmental Agreement for the Financing of Public Health Services (OHA Agreement No. 169526) between NCPHD and the Oregon Health Authority (OHA). Administration of the Overdose Prevention Program includes Subcontractor's appointment of a Project Director to oversee the Program's successful implementation.
- Invoice NCPHD monthly for personnel services and expenses, for a total amount not to exceed \$58,575.00 for the period September 1, 2022 through and including August 31, 2023 (Exhibit A).
- Work with OHA on the specific requirements of the Overdose Prevention Program (see Exhibit B).

NCPHD agrees to:

- Provide a representative to work with the Project Director.
- Pay all invoices within 30 days.
- Report expenditures quarterly to OHA.

#### **Terms of Understanding**

- The term of this Contract is from September 1, 2022 until August 31, 2023 when the grant funding period ends.
- Either party may terminate this Contract upon thirty (30) days prior written notice without penalties or liabilities, subject to OHA consenting to a termination if necessary.
- The parties will execute and deliver any additional papers, documents or other assurances that are reasonably necessary to give effect to this Contract or to carry out the purpose of the Contract.

#### **REQUIRED SUBCONTRACT PROVISIONS**

**1. Expenditure of Funds.** Subcontractor may expend the funds paid to Subcontractor under this Contract solely on the delivery of strategies to implement Overdose Prevention activities (See Exhibit A) , subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):

- a. Subcontractor may not expend any funds paid to Subcontractor under this Contract in excess of the amount reasonable and necessary to provide quality delivery of Overdose Prevention activities.
- b. Subcontractor may not use or expend funds paid to Subcontractor under this Contract on the delivery of services other than Overdose Prevention as described in this Contract.
- c. Subcontractor's expenditure of funds paid to Subcontractor under this Contract must comply with 2 CFR Subtitle B and 2 CFR Part 200 as those regulations describe "allowable costs."

#### **2. Records Maintenance, Access and Confidentiality.**

**a. Access to Records and Facilities.** LPHA, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Subcontractor that are directly related to this Contract, the funds paid to Subcontractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Subcontractor shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Subcontractor hereunder.

**b. Retention of Records:** Subcontractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Subcontractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such

longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the above period, Subcontractor shall retain the records until the questions are resolved.

**c. Expenditure Records.** Subcontractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Subcontractor under this Contract. In particular, but without limiting the generality of the foregoing, Subcontractor shall (i) establish separate accounts for each type of service for which Subcontractor is paid under this Contract and (ii) document expenditures of funds paid to Subcontractor under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Subcontractor under this Contract for employee compensation. Subcontractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.

**d. Safeguarding of Client Information.** Subcontractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. Subcontractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

**e. Information Privacy/Security/Access.** If the services performed under this Agreement requires Subcontractor to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Subcontractor(s) shall comply and require its staff to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

**3. Alternative Formats of Written Materials.** In connection with the delivery of Program Element services, LPHA shall make available to LPHA Client, without charge, upon the LPHA Client's reasonable request:

- a. All written materials related to the services provided to the LPHA Client in alternate formats.
- b. All written materials related to the services provided to the LPHA Client in the LPHA Client's language.
- c. Oral interpretation services related to the services provided to the LPHA Client to the LPHA Client in the LPHA Client's language.

d. Sign language interpretation services and telephone communications access services related to the services provided to the LPHA Client.

For purposes of the foregoing, “written materials” means materials created by LHPA, in connection with the Service being provided to the requestor. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client in the prevalent non-English language(s) within the LPHA service area.

**4. Compliance with Law.** Subcontractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Subcontractor shall comply with ORS 656.017 and provide Workers’ Compensation coverage. In addition, Subcontractor shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2009-2010 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2010, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

**5. Grievance Procedures.** If Subcontractor employs fifteen (15) or more employees to deliver the services under this Contract, Subcontractor shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include “due process” standards, which, at a minimum, shall include:

- a. An established process and time frame for filing an employee grievance.
- b. An established hearing and appeal process.
- c. A requirement for maintaining adequate records and employee confidentiality.
- d. A description of the options available to employees for resolving disputes.

Subcontractor shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Subcontractor and are aware of the

means by which employees may make use of the employee grievance procedures. Subcontractor may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Subcontractor employee manual that describes the Subcontractor employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.

**6. Independent Contractor.** Subcontractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.

**7. Indemnification.** To the full extent permitted by Oregon law, Subcontractor shall defend, save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, and their officers, employees, and agents and insurers from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Subcontractor, including but not limited to the activities of Subcontractor or its officers, employees, Subcontractors or agents under this Contract.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the dates written below.

**Wasco County:**

\_\_\_\_\_  
Steven D. Kramer, Board Chair

\_\_\_\_\_  
Scott C. Hege, Vice Chair

\_\_\_\_\_  
Philip L. Brady, County Commissioner

**NCPHD:**

  
\_\_\_\_\_  
Shellie Campbell, Director

3/14/2023  
Date

## **EXHIBIT A**

### **YouthThink Overdose Prevention Work Plan September 1, 2022 – August 30, 2023**

#### **Objective 1:**

By August 30, 2023 YouthThink and the North Central Public Health District will continue and strengthen a multisector stakeholder group to be comprised of representatives from behavioral health, law enforcement, physical health, prevention, treatment, recovery, government, EMS, public health, business, parole and probation, CCO, local BHRNN and media, for the prevention, treatment and recovery of individuals and communities affected by substance use.

#### **Objective 2:**

By August 30, 2023, YouthThink and the North Central Public Health District will implement our regions Overdose Emergency Response Plan and its continued evaluation and improvement based on lessons learned through its utilization.

#### **Objective 3:**

YouthThink and NCPHD will coordinate with community partners and various stakeholders to improve naloxone access, training and assist with developing naloxone policies and procedure.

#### **Objective 4:**

By August 30, 2023 YouthThink and the North Central Public Health District will have developed and implemented a Naloxone/Harm Reduction “Leave Behind Safety ” kit program with Mid-Columbia Medical Center, Youth Empowerment Shelter and Northern Oregon Regional Corrections Facility



## MOTION

**SUBJECT:** Youth Think Subcontract

---

I move to approve the Overdose Prevention Subcontract between Wasco County and North Central Public Health District.



## DISCUSSION ITEM

### Emergency Generator Grant Agreement

---

[AWARD LETTER](#)

---

[GRANT AGREEMENT](#)

---

[MOTION LANGUAGE](#)

---



U.S. Department of Homeland Security  
FEMA Region 10  
130 – 228<sup>th</sup> Street, SW  
Bothell, Washington 98021-8627

**FEMA**

February 16, 2023

Matt Garrett, Acting Director  
Oregon Department of Emergency Management  
P.O. Box 14370  
Salem, Oregon 97309-5062

RE: Hazard Mitigation Grant Program for DR-4562-31-OR  
Approval of Project for 4562-31 Wasco County  
Wasco Co Emergency Generators

Dear Mr. Garrett,

The United States Department of Homeland Security's Federal Emergency Management Agency (FEMA) Region 10 has approved and obligated funding for the Wasco County Generators project submitted under Hazard Mitigation Grant Program for Disaster DR4562 Pursuant to FEMA's Strategic Funds Management policy, the current award is only for the proposed project.

Project 4562-31 Wasco Co Emergency Generators

Total Project Cost:	Federal share:	Non-Federal Share:	Management Costs:
\$234,925.00	\$211,432.50	\$23,492.50	\$11,174.25

FEMA approved the project and obligated funds on February 15, 2023; paperwork is enclosed. The Period of Performance for DR-4562 is March 14, 2025. Please note that FEMA does not specify a sub-award Period of Performance; however, once Wasco County notifies the state that a project is complete and performs the Final Site Inspection, the state must submit closeout documentation to Region 10 within 90 days. Please note this project must comply with Code of Federal Regulations Title 2, Part 200 reporting requirements at the time of closeout.

FEMA reviewed this project per the National Environmental Policy Act, related laws, and Executive Orders on 01/20/2023 A copy of the CATEX and Record Environmental Consideration is enclosed.

Mr. Garrett  
February 16, 2023  
Page 2

Project approval is subject to compliance with the following sets of conditions attached to or enclosed with this letter:

- Environmental conditions pertinent to this project
- Standard Hazard Mitigation Grant Program administrative provisions

For further assistance, please contact the Region 10 Hazard Mitigation Assistance Branch at [FEMA-R10-MIT-HMGP@fema.dhs.gov](mailto:FEMA-R10-MIT-HMGP@fema.dhs.gov).

Sincerely,

Debera Meador  
Chief, Oregon Section  
HMGP Mitigation Division

cc: Anna Feigum, State Hazard Mitigation Officer

EF:

**Standard Administrative Provisions for Hazard Mitigation Grant Program (HMGP)**  
**FEMA Region 10 – updated September 8, 2021**

- The recipient agrees that all use of funds under this subaward will be in accordance with the Hazard Mitigation Assistance Unified Guidance in effect at the time of the Disaster Declaration, relevant HMGP guidance and policy memos and directives, as well as the HMGP in Code of Federal Regulations (CFR) Title 44 Part 206.
- The recipient may receive payment in advance using the United States (U.S.) Department of Health and Human Services Payment Management System formerly known as SmartLink. The recipient may advance portions of the approved Federal share to the Sub-recipient provided the recipients maintain procedures to minimize the time elapsing between the transfer of funds from the U.S. Treasury and their disbursement to the Sub-recipient. Sub-recipients must comply with the same payment requirement as the recipient and must comply with the requirements specified in the recipient's subaward agreement.
- The recipient shall follow regulations found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the FEMA/State/Tribe Agreement in effect for the subject Disaster Declaration.
- The Federal Funding Accountability and Transparency Act of 2006 (2 CFR Part 170) requires recipients to report certain information about themselves and their first-tier Sub-recipients for each Federal award of \$25,000 or more awarded on or after October 1, 2010.
- The recipient must obtain prior approval from Region 10 before implementing changes to the approved project Scope of Work. FEMA must approve, in advance, a change in the Scope of Work regardless of the budget implications. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget. The recipient must fully document cost overrun requests; the project must remain cost-effective, and funds must be available within the HMGP ceiling for said disaster.
- The recipient must notify their assigned Regional Hazard Mitigation Assistance Specialist as soon as significant developments become known, such as delays or adverse conditions, that might raise costs or delay completion, or favorable conditions allowing earlier completion or substantially lower cost (for reallocation of funding).
- The recipient shall submit the Federal Financial Report (SF-425) to Region 10 Grant Programs Division within 30 days of the end of the first Federal quarter following the Award Letter. The recipient shall submit quarterly Federal Financial Reports thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. The recipient must submit a report for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns withholdings may occur if these reports are delinquent.
- The recipient shall submit Quarterly Performance Reports in Excel format to the Regional Hazard Mitigation Assistant Specialist within 30 days of the end of each quarter. The Recipient shall submit Quarterly Performance Reports thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. Quarterly Performance Reports shall report the name, completion status, quarterly expenditures, and payment-to-date of each approved activity/subaward award under the Grant Award.

- Unless otherwise approved by Region 10, the recipient must submit a closeout package with all financial, performance, and other reports and required documentation within **180 days** after Sub-recipient's notice of completion of the project, or expiration or termination of the project/sub-grant. The recipient must submit closeout documentation within the quarter following payment of the final reimbursement to the Sub-recipient.
- For closeout of this project, the Governor's Authorized Representative or Tribal Authorized Representative shall send a letter of request to the Region 10 Mitigation Division Director, to close the project programmatically and financially. The letter will include the following:
  1. the date work on the project was fully completed, or for planning subawards, the date and copy of FEMA approval of the new or updated plan,
  2. the date and a copy of the recipient's final site inspection for the project,
  3. the final total project cost and Federal share, any cost underrun, or overrun, including a Final Cost Line Item budget, to enable any closeout deobligation or obligation of additional funds in National Emergency Management Information System,
  4. certification that reported costs were incurred in the performance of eligible work, and that the approved work was completed, or if not, an explanation as to the final status of the project and why the project was not completed,
  5. confirmation that the mitigation measure is in compliance with the provisions of the FEMA/State/Tribe Agreement and this approval letter,
  6. a memo from the Sub-recipient addressing how each required environmental and special programmatic condition was met (including attachment of any required documentation),
  7. submittal of all required documentation relative to the specific project type, for example. acquisition/demolition, or elevation, including all necessary data to close the project in the Property Site Inventory in FEMA's Hazard Mitigation Assistance grant systems.
- By acceptance of this subaward the recipient and Sub-recipient agree to abide by all laws and regulations required under the HMGP as outlined in 44 CFR 206.432 –.440, 44 CFR 80, 44 CFR 201, the Grants Management requirements contained in 44 CFR 13 and/or 2 CFR 200, and all applicable Federal, State, Tribal, or Local laws.

**Project-Specific Programmatic Conditions of Approval**

**Environmental Conditions of Approval:** January 20, 2023

**Project:** 4562-31, PROJECT N Wasco Co Emergency Generators AME

- This review does not address all Federal, State, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, State, and local laws. Failure to obtain all appropriate Federal, State, and local environmental permits and clearances may jeopardize Federal funding.
- Sub-recipient is responsible for complying with Required Conditions Resulting from Environmental Review identified in the Environmental Report attached to this award package.
- Any change to the approved Scope of Work will require re-evaluation for compliance with the National Environmental Policy Act and other laws and Executive Orders.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and Federal Emergency Management Agency.
- Sub-recipient is responsible for determining the presence of hazardous materials prior to retrofit work. This may include, but not limited to, asbestos and lead-based paint. Sub-recipient shall identify, handle, transport, and dispose of hazardous materials and/or toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies, including competing required noticing.

**OREGON DEPARTMENT OF EMERGENCY MANAGEMENT**  
**Hazard Mitigation Grant Program (HMGP)**  
**CFDA # 97.039**  
**Wasco County**  
**Emergency Generators**  
**Not to Exceed \$211,432.50**  
**Grant No: HMGP-DR-4562-31-R-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 **February 15, 2023** 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 **\$234,925**. 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 **\$211,432.50**, 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 **\$11,174.25** (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 **\$23,492.50**, 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 \_\_\_\_\_  
Steve Kramer  
Commissioner Chair  
Wasco County

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required for Subrecipient)

By \_\_\_\_\_

Date \_\_\_\_\_

**Subrecipient Program Contact:**

Sheridan McClellan  
Emergency Manager  
Wasco County  
2705 E 2nd St The Dalles, OR 97058  
541-506-2565  
sheridanm@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 Sam Zeigler\_\_\_\_\_

Date 3/10/2023\_\_\_\_\_

**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 DR-4562-31 Emergency Generators					---	SF-424C Cost Estimate Original	
Pre-Award Costs						Item (p represents pre-award cost)	Total Cost
Item #	Item Description	Count	Unit Cost	Total Cost			
				\$0.00		1p. Administrative and legal expenses	\$0.00
				\$0.00		2p. Land, structures, rights-of-way, appraisals, etc.	\$0.00
				\$0.00		4p. Architectural and engineering fees	\$0.00
				\$0.00		5p. Other architectural and engineering fees	\$0.00
				\$0.00		6p. Project inspection fees	\$0.00
				\$0.00		11p. Miscellaneous	\$0.00
				\$0.00		1. Administrative and legal expenses	\$0.00
				\$0.00		2. Land, structures, rights-of-way, appraisals, etc.	\$0.00
				\$0.00		3. Relocation expenses and payments	\$0.00
				\$0.00		4. Architectural and engineering fees	\$0.00
				\$0.00		5. Other architectural and engineering fees	\$0.00
				\$0.00		6. Project inspection fees	\$0.00
				\$0.00		7. Site work	\$0.00
				\$0.00		8. Demolition and removal	\$0.00
				\$0.00		9. Construction	\$0.00
				\$0.00		10. Equipment	\$234,925.00
				\$0.00		11. Miscellaneous	\$0.00
Post-Award Costs						Generators for 3 locations, Barlow Water District, Wamic Community and Wamic Fire Station	
10	Barlow Water District Generator			\$60,500.00			
10	Wamic Community Center Generator			\$86,250.00			
10	Wamic Fire & Rescue Generator			\$88,175.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
Total Project Cost				\$234,925.00		Total Project Cost	\$234,925.00
90% Amount				\$211,432.50			
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							
	Local Management Costs			\$11,174.25			
				\$0.00			
				\$0.00			
Management Cost Total				\$11,174.25		Management Cost Total	\$11,174.25
Management Costs cannot exceed 5% of the total project cost which is				\$11,746.25			

## **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](mailto: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](mailto: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)**

1. Federal Award Identification: HMGP-DR-4562-31-R-OR
  - (i) Subrecipient name: Wasco County
  - (ii) Subrecipient's UEI number: EMKLL2MZ2NH9
  - (iii) Federal Award Identification Number (FAIN): HMGP-DR-4562-31-R-OR
  - (iv) Federal Award Date: February 15, 2023
  - (v) Subaward Period of Performance: March 14, 2025
  - (vi) Subaward budget period start and end dates: February 15, 2023, through March 14, 2025
  - (vii) Total Amount of Federal Funds Obligated by this Agreement: \$211,432.50
  - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement: \$2,277,619.67
  - (ix) Total Amount of Federal Award Committed to the subrecipient by the pass-through entity: \$211,432.50
  - (x) Federal award project description: Wasco County Emergency Generators
  - (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: Matt Garrett, Interim 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: \$234,925.00
  - (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



## MOTION

**SUBJECT:** Emergency Generator Grant Agreement

---

I move to approve Oregon Department of Emergency Management Grant HMGP-DR-4562-31-R-OR for the purchase of 3 emergency generators.



## DISCUSSION ITEM

### **Appointments**

---

[MEMO FOR EDC APPOINTMENT](#)

---

[ED THOMAS VOLUNTEER APPLICATION](#)

---

[ORDER 23-010 APPOINTING ED THOMAS TO THE EDC](#)

---

[MEMO FOR THE DALLES WATERSHED COUNCIL APPOINTMENT](#)

---

[DEBORAH FERRER VOLUNTEER APPLICATION](#)

---

[ORDER 23-011 APPOINTING DEBORAH FERRER TO THE DALLES  
WATERSHED COUNCIL](#)

---

[MOTION LANGUAGE](#)

---

## **Memorandum**

**Date:** March 9, 2023  
**To:** Wasco County Board of County Commissioners  
**From:** Carrie Pipinich, EDC Staff  
**Re:** Appointment for EDC Position 10

---

The EDC is requesting an appointment for Position 10 from the Board of County Commissioners.

Position 10 is an at large position that has traditionally been a small business representative and has focused on housing/development most recently. The position has been held by Nan Wimmers but due to personal circumstances, Nan has requested that the EDC seek a new member to fill the remainder of the current term through December of 2024. Nan has served on the Economic Development Commission for multiple terms and the EDC and staff thank her for her service!

Staff and the EDC conducted outreach via press release, the website, newsletters, and networks regarding the open position. Staff received one interest form from Ed Thomas that the EDC considered at its March 2<sup>nd</sup> meeting. The EDC recommends this appointment for Mr. Thomas by the Board of County Commissioners.

### **Request**

1. Appoint:
  - a. Ed Thomas to fulfill the remainder of current term for Position 10.

# WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION INTEREST FORM

The purpose of this form is to assist the Wasco County Economic Development Commission (EDC), Wasco EDC staff, and Wasco County Board of Commissioners in evaluating the qualifications of an applicant for appointment to the Wasco County EDC. This is an unpaid position to fulfill the remainder of a four year term that ends December, 31 2024. **Position 10** is an at large position with a focus on representation from the housing, real estate and development sector.

**Please complete the entire form and return by November 17, 2022 at 12pm for first round consideration.**

*Wasco County Economic Development Commission  
c/o Mid-Columbia Economic Development District  
802 Chenoweth Loop Rd, The Dalles, OR 97058*

[carrie@mcadd.org](mailto:carrie@mcadd.org)

*For questions call 541-296-2266.*

## PERSONAL DATA

Preferred Mailing Address: Home ☒ Business ☐

Preferred Title Mr (e.g. Mr, Mrs, Ms, Dr, etc.)

First Name Ed Last Name Thomas

Home Mailing Address [REDACTED]

City The Dalles State OR Zip 97058

County Wasco

Business Name First Interstate Bank (employer)

Business Address 1100 W 6th St

City The Dalles State OR Zip 97058

Occupation Commercial Loan Officer

Home Phone ( ) Business Phone (541 ) 308-1302 ext

Cell Phone (optional) ( ) E-mail address [REDACTED]

## INTEREST IN APPOINTMENT

Describe in detail why you are interested in serving on the Wasco County Economic Development Commission. Include information about your background and how you meet the requirements for the position being sought. *You may complete this section on a separate sheet.*

I am interested in serving on the Wasco County Economic Development Commission to expand my involvement in the community I live and work in. Over the past several years I have held various roles as a regional commercial and agribusiness lender. First as a Farm Loan Officer through the Farm Service Agency and since 2018, a Relationship Manager through First Interstate Bank.

Through these positions I have seen firsthand how important a vibrant economy is to ensuring the financial viability of all business alike. The Central Columbia River Gorge is unique with its rural communities and

diverse industries. Supporting them is critical for the prosperity of our future generations and I am trying to  
do my part. I believe my practical experience in business financing will lend itself as a good fit to  
representing the housing, real estate, and development sector focus requested of Position 10.

---

Additional education and work experience available upon request.

---

## **ADDITIONAL INFORMATION**

Do you have any identified conflicts of interest serving on this Commission (please identify)?

None that I am aware of. I should declare, I am the Board Treasurer of The Dalles Art Center.

---

---

**Completed forms may be returned to: *Wasco County Economic Development Commission, c/o MCEDD,***  
***802 Chenoweth Loop Rd, The Dalles, OR 97058***  
**or [carrie@mcedd.org](mailto:carrie@mcedd.org).**

***Forms are due on Thursday, November 17 by 12pm for first round consideration.***



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF ED THOMAS TO THE WASCO COUNTY ECONOMIC DEVELOPMENT  
COMMISSION POSITION #10

**ORDER #23-010**

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 Nan Wimmers has submitted her resignation from the Wasco County Economic Development Commission; and

IT FURTHER APPEARING TO THE BOARD: That Nan Wimmers' appointment expires in December of 2024; and

IT FURTHER APPEARING TO THE BOARD; That Ed Thomas is willing and is qualified to be appointed to the Economic Development Commission At-Large Position #10.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Ed Thomans be and is hereby appointed to the Wasco County Economic Development Commission to complete Nan Wimmers' term in Position #10; said term to expire on December 31, 2024.

DATED this 5<sup>th</sup> day of April, 2023.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS**

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

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

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

\_\_\_\_\_  
Philip L. Brady, County Commissioner



## MEMORANDUM

**SUBJECT: The Dalles Watershed Council Appointment**

---

**TO: BOARD OF COUNTY COMMISSIONERS**

---

**FROM: KATHY CLARK**

---

**DATE: MARCH 28, 2023**

### **BACKGROUND INFORMATION:**

At their December meeting, The Dalles Watershed Council considered Deborah Ferrer's application and voted to recommend her for appointment.



## INFORMATION AND QUALIFICATION FORM

### Watershed Councils VOLUNTEER POSITIONS WASCO COUNTY, OREGON

#### BACKGROUND

The Wasco County Soil and Water Conservation District created watershed councils as a means of identifying and addressing the resource concerns of those living within the area. The watershed councils are a way to focus manpower and resources on natural resource issues within the watershed as a whole.

#### APPLICATION

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

*For which Council are you applying?*

☐ 15-Mile    ☒ The Dalles    ☐ White River    ☐ Mosier

Name: **Deborah Ferrer**

Address: [REDACTED]

Phone (home) [REDACTED] Phone (work) [REDACTED]

E-mail address: [REDACTED]

Signature: Deborah L. Ferrer

Date: **3-11-23** Number of years as a Wasco County resident: **50**

Your objectives/goals? Desired contributions and accomplishments? I hope to learn more  
about my local watershed and how I can help keep it healthy. I live along Mill Creek and want  
to practice good stewardship on my property. I also hope to be able to contribute to my  
community in some way related to watershed education and stewardship.

Approximate hours/week available for this commitment? 2-4 hours

Comments: I am retired. If I know of a project ahead of time, I can commit more time as needed.

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

Oregon State University, BS in Science Education Date(s): [REDACTED]

Boise State University, MS in Educational Technology Date(s): [REDACTED]

Date(s): \_\_\_\_\_

Date(s): \_\_\_\_\_

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

High School Biology Teacher, Wahtonka and The Dalles Date(s): 1982-2014

Columbia Gorge Community College instructor Date(s): 2009, 2003

Columbia Gorge Discover Center, Distance Ed Coordinator Date(s): 2004-2006

Volunteer and Leadership Activities listed below. Date(s): \_\_\_\_\_

General Comments/Additional Relevant Information

Current Volunteer activities include serving on: City of The Dalles Budget Committee and Beautification

Committee, Urban Renewal Budget Committee, Joint City/County Climate Resiliency Committee.

Current Leadership Roles: Steering Committee of Protect Oregon's Progress; Steering Committee of

Consolidated Oregon Indivisible Network (COIN); Steering Committee of COIN Climate Energy Environ-

ment Team, Leader COIN Legislative Team and Voter Outreach Team.

I am an active community organizer around issues that are important to me: climate and environment,

equity and social justice, and actions that benefit our local community. I am reliable and willing to work.

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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF DEBORAH FERRER TO THE DALLES WATERSHED COUNCIL

**ORDER #23-011**

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 Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That a vacancy exists on The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Deborah Ferrer is willing and is qualified to be appointed to The Dalles Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Deborah Ferrer be and is hereby appointed to The Dalles Watershed Council for a term to expire on June 30, 2026.

DATED this 5th day of April, 2023.

WASCO COUNTY BOARD  
OF COMMISSIONERS

\_\_\_\_\_  
Steven D. Kramer, Board Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Phil Brady, County Commissioner

APPROVED AS TO FORM:

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



## MOTION

**SUBJECT:** Appointments

---

I move to approve Orders 23-010 and 23-011 appointing Ed Thomas to the Wasco County Economic Development Commission and Deborah Ferrer to The Dalles Watershed Council.



## DISCUSSION ITEM

### Mail Chimp Distribution Report

---

[STAFF MEMO](#)

---

## MEMORANDUM

**SUBJECT: Mail Chimp Report**

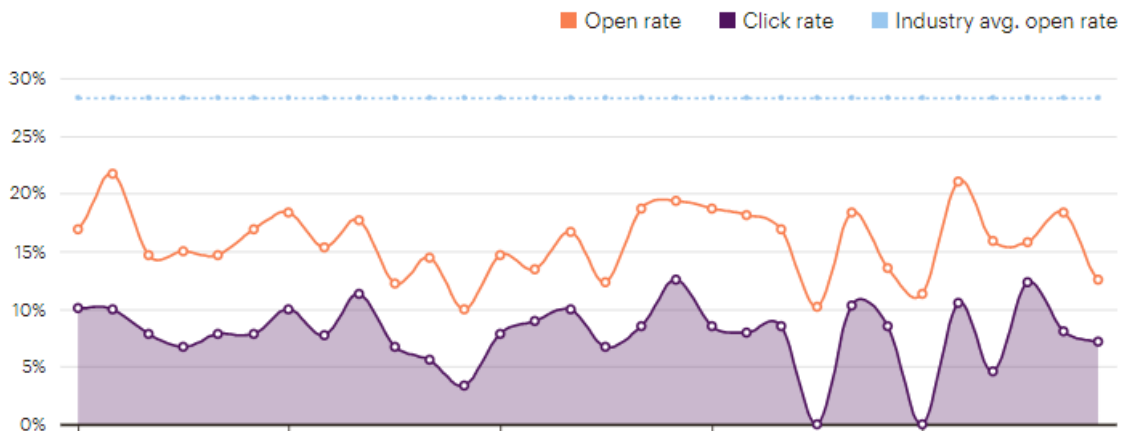
TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: MARCH 28, 2023

### BACKGROUND INFORMATION:

In March of 2014, Wasco County began offering the opportunity for citizens to sign-up for notifications of the publication of Agendas/Board Packets and Minutes. We began with an audience of 13 for minutes and 24 for Agendas/Board Packets. Those numbers continued to increase, leveling off in 2016 at approximately 58 for Minutes and 87 for Agendas/Packets. Our current audience is 56 for Minutes and 88 for Agendas/Packets. 10%-20% of recipients open the email; 5%-12% click the link to open the Board Packet.



Anyone can sign up to receive email notifications by subscribing on the Commissioners [Agenda, Board Packet and Minutes page](#).

## Subscribe to our mailing list

\* indicates required

Email Address \*

First Name \*

Last Name \*

### Send Me Information About:

- ☐ County Commission Agenda
- ☐ County Commission Minutes

### Email Format

- ☐ html
- ☐ text


SUBSCRIBE

Emails for Board Packets display the agenda and contain a link to the Board Packet:

Agendas and Packets may be revised after initial publication.  
You will find the most up-to-date information on the [Commission web page](#).

# Wasco County Board of Commissioners Agenda

**March 15, 2023**  
( See Below)



[Board Packet](#)  
6.6MB

9:00 a.m.	CALL TO ORDER/PLEDGE OF ALLEGIANCE Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. Corrections or Additions to the Agenda <a href="#">Consent Agenda: 3.1.2023 Regular Session Minutes</a> (Items of a routine nature: minutes, documents, items previously discussed.) Public Comment at the discretion of the Chair (3 minute limit unless extended by Chair)
9:00 a.m.	<a href="#">Call-back Time Procedure</a> – Nichole Blechler
9:10 a.m.	<a href="#">Drought Declaration</a> – Kathy Clark
9:15 a.m.	<a href="#">Wasco County Title VI Plan for Transportation</a> – Jessica Metta
9:25 a.m.	<a href="#">Commercial Property Assessed Clean Energy Program</a> – Jessica Metta
	COMMISSION CALL
	NEW/OLD BUSINESS
	ADJOURN

Emails for the Minutes, contain a link to the most recent approved minutes:



**The most recent Wasco  
County Board of  
Commissioners meeting  
minutes now are available:**

[3.1.2023](#)



Copyright © [2014] " [Wasco County, OR] ". All rights reserved.

[unsubscribe from this list](#) [update subscription preferences](#)



## CONSENT AGENDA

---

MINUTES: [FEBRUARY 23/24, 2023 LEADERSHIP  
SUMMIT](#)  
[3.15.2023 REGULAR SESSION MINUTES](#)

---



## **WASCO COUNTY SUMMIT 2023 NOTES**

The Wasco County Management and Strategic Planning Summit was held on February 23-24, 2023 at the Washington Family Ranch. These minutes reflect the session discussions.

### **SAFETY AGREEMENT**

The group reviewed our previous Safety Agreement statements:

- Listen actively with grace
- Don't finish someone else's sentence
- Question for clarification
- Hold harmless for questions/opinions
- Don't hold "it" against me
- Civility, Professionalism & Respect
- There are no bad ideas
- Be diplomatic
- Do not interrupt
- Trust
- Have Fun

Some additional thoughts are:

- There are no stupid questions, and no bad ideas
- Be diplomatic, but be honest
- See through others' lens before judging
- It's not "who," but "what"
- Start with questions
- Know we're on the same team, even though we run our own team
- Quiet is okay
- Be open to others
- Please and thank you!
- Grace for the facilitators

### **CREATING A CLIMATE WHERE TRUTH IS HEARD**

The Wasco County management team reviewed the four principles we use to ensure we foster a climate of truth:

1. Lead with questions, not answers – ask why until something is fully understood.
2. Engage in dialogue and debate, not coercion – search for the best answer.
3. Conduct autopsies, without blame – we are looking for “what” went wrong, not “who” went wrong.
4. Build “red flag” mechanisms to focus the discussion on information that cannot be ignored.

## **FINANCIAL OVERVIEW**

Our Finance Director gave the team an overview of the county’s financial health. A copy of the presentation slides are included at the end of this document.

## **STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS AND TRENDS (SWOTT) ANALYSIS**

As pre-work for the Summit, each team was asked to provide a SWOTT list from their perspective. The group at Summit then brainstormed a county-wide SWOTT list. Each participant was then given “dots” to mark their top three items of importance. And finally, the group did a brainstorming session on what strategies we could employ to either leverage or mitigate those items.

## **STRENGTHS**

Here are the top three strengths as collated from the department strategic plans, and the possible strategies to leverage these strengths.

1. Customer service – positive, excellent, above and beyond, solutions-oriented
  - a. Taking services out into the community (public outreach)
  - b. Showing people how to help themselves
  - c. Hear difficult feedback
  - d. Problem solve instead of default to “the rules”
2. Dedicated staff – great work ethic, few doing the work of many, high quality work
  - a. Employee appreciation
  - b. Flexible or hybrid work schedules
3. Positive work environment – staff has fun, enjoys the work, helps each other
  - a. Teambuilding events - STAR Team
  - b. Character-based evaluations

Here is the list of organization-wide strengths the group identified:

- Financial Resources
- Communication
- Support staff
- Leadership relationships
- Focused on who we serve/commitment to civil service
- Experienced leaders

- Quality staff
- Openness – care for community
- Adaptive/agile
- Proactive
- Positive atmosphere
- Diverse skill set
- Hiring talent
- Training and growth
- Nice people
- We ask for help
- Solution focused
- Low “crisis” level
- Purpose driven
- Knowing how to think critically
- Good brand
- Strategic planning

The group then identified the top three county-wide strengths, and strategies to leverage them:

1. Financial Resources
  - a. Allows us to address weaknesses, threats or opportunities
  - b. Take a position of leadership in the community
  - c. Ability to do long-term planning within departments because we have financial resources
2. Solution Focused
  - a. Invest in training on problem solving
  - b. Incorporate problem solving as a culture foundation
  - c. Encourage creativity
  - d. Develop a framework for decision making
  - e. Telling our story – public relations
3. Quality Staff
  - a. Invest in professional development and training
  - b. Continue to build on current hiring practices
  - c. Promote from within
  - d. Encourage engagement with associations and outside opportunities
  - e. Share employee success stories
  - f. Encourage/offer creativity outside a core function, or to bring it into their core function
  - g. Provide feedback

## WEAKNESSES

Here are the top four weaknesses as collated from the department strategic plans, and the possible strategies to mitigate these weaknesses.

1. Workload and staffing levels – too much for too few, limited bandwidth, challenging timelines. Do we have access or necessary training to get people up to speed?
  - No, some are highly technical and others are administrative development
  - Lack of knowledge to use funding from their budget for training
    - a. Hire more people
    - b. Cross-train within departments
    - c. Budget for more overtime/comp time
2. Staffing changes / process training - lots of new staff, new staff need time and training, trying to balance training with work requirements
  - a. Emphasis on training
  - b. Mentor program
  - c. Recruit experienced staff / lateral hires
3. Lack of connection/communication – reduced interaction, communication with other departments, following up, still struggling with rebuilding culture, silo departments
  - Shifting culture to match hybrid environment and new perspective
    - b. Teambuilding events
    - c. Department group meetings
4. Space needs – lack of office space, sharing work station
  - Blurred lines for responsibilities
    - b. Purchase additional buildings
    - c. Budget for remodels

Here is the list of organization-wide weaknesses the group identified:

- Dispersed facilities – spread out
- Aging buildings/infrastructure
- Having the tough conversations
- Turnover of high-quality staff
- THE ELEVATOR!!!
- Slow adopters of technology
- Access related to remote work
- Lack of accountability
- Open meeting laws
- Lack of key performance indicators, defining tangible success metrics
- Lack of redundancy

- Burnout/workload
- Lack of diversity
- Lack of manpower
- Hiring quality people – recruit and retain
- Security for staff
- Security for buildings
- Culture has taken a hit
- Split staff time
- Inability to rumble
- New staff lack history and institutional knowledge
- Lack of capacity
- Equity – what does that really mean?
- Systems thinking / building resilient systems
- Space issues
- Silos – bounced back into them
- Technical training

The group then identified the top three county-wide weaknesses, and strategies to mitigate them:

1. Space Needs – this was a larger discussion which is captured in the Pathways portion of this document
2. Workload/burnout
  - a. Offer sabbaticals
  - b. Be creative about workloads and workflow – “straighten the pipes”
  - c. Look at hiring someone to analyze workloads and how to improve them
  - d. Review complexity of services and how to deal with increasing legislation and regulation
  - e. Look at incorporating measurement – are we getting better or worse?
  - f. Analyze staffing levels – what are industry standards?
  - g. How do we ensure accountability?
  - h. Support hybrid work
  - i. Provide clearly defined agendas for meetings – who really needs to attend?
3. Aging Infrastructure
  - a. Look for grants to offset infrastructure costs
  - b. Plan for life-cycle replacement
  - c. Conduct an infrastructure assessment – IS network, vehicles/fleet, software, buildings

## **OPPORTUNITIES**

Here are the top five opportunities as collated from the department strategic plans, and the possible strategies to leverage them.

1. Grants – opportunities for state and federal funding, Global Grant Services and others
  - a. Expand the contract with GGS
  - b. Hire an in-house grant writer
2. New funding sources – Google funds, enterprise zones, solar farms, Redd zones
  - a. Invest in immediate infrastructure needs
  - b. Continue to invest in a competitive compensation package
3. Property development – 10th Street, Area 154, court house, fairgrounds, county owned lands
  - a. Hire a consultant for a feasibility study
  - b. Expand Facilities Department
  - c. Explore rental potential/income from property sales
4. Collaboration / partnerships
  - a. Actively support outside partners / quasi county organizations
  - b. Engage partners in all decision levels, management teams, budget
5. Technology – advancements in software, increased connectivity, more self service
  - a. Support IS upgrades and infrastructure needs – off the top
  - b. Expand IS department – 140:1?

Here is the list of organization-wide opportunities the group identified:

- Pursue Diversity, Equity and Inclusivity (DEI)
- Wider employment pool with remote work
- Partnering with agencies to pursue funding
- New momentum in community and agencies
- Collaboration with other counties and agencies on projects, regional collaboration
- Public/private partnerships
- Shifting public sentiment
- Promoting good stories
- Outreach to other organizations and the community
- Service partnerships
- Lots of training available
- Strategic technology adoption
- Growth due to broadband
- South county municipalities
- Embrace new technology
- Property development
- Set the example of governing, operations, culture
- Benchmark for others

- Space needs – new building
- Communication
- Economic development – land and buildings
- Alternative energy

The group then identified the top three county-wide opportunities, and strategies to leverage them:

1. Property Development
  - a. Conduct a priority assessment for development
  - b. Drive economic development and/or address community need with use of properties
  - c. Master Plan creation and cross-over with space needs
  - d. Story of leadership - the county is making decisions with these purchases that will have generational impact
  - e. Cyber property - How do we meet our citizens in the digital space
2. Space Needs – this was a larger discussion which is captured in the Pathways portion of this document
3. Grants
  - a. Understand grant scoring
  - b. Training on grant writing
  - c. Let staff write grants
  - d. Serve on grant selection committees
  - e. Get the right people on the Washington DC trip

## THREATS

Here are the top three threats as collated from the department strategic plans, and the possible strategies to mitigate them.

1. Market conditions – inflation, supply chain issues, recession
  - a. Economy of scale, mass purchases, group purchases
  - b. Purchase redundant systems or extra materials when available
2. Employment market – recruitment, retention, job hopping, new employee expectations
  - a. Expand HR department – dedicated budget for recruitment and retention
  - b. Expand training – accept the fact of staff rollover and focus on training and development
3. Increased Regulation – political directives, state mandates, increased risk / litigation
  - a. Hire legislative support team – Wasco County lobbyist
  - b. Hire in-house legal support team

Here is the list of organization-wide threats the group identified:

- Cost of construction
- Work from home/remote work
- Cyber attacks
- Employees getting poached
- Lack of vision
- Drought/wild fires

- Changing financial landscape
- Increased threat landscape
- Litigation
- NSA/regulatory issues
- Homeless and mental health
- Lack of community trust
- Health care
- Community can be risk averse
- Lack of controlled messaging
- Physical violence
- Increasing public records requests and costs
- Partner competency
- Lack of workforce
- Lack of state partnership
- Reliance on state grants
- Pandemic impact
- Rising cost of living
- Lack of housing
- Increasing salaries / impact on overall finances
- Lack of/cost of childcare
- Quality of volunteers
- Economy
- Other taxing entities in our county – funding requests from them and lack of stability
- Unfunded legislative mandates
- Climate change and regulation
- Increasing polarization of government agencies
- Perception that we're getting too progressive – we're losing the "small town" feel
- We don't know about projects and how to do them

The group then identified the top three county-wide threats, and strategies to mitigate them:

1. Regulatory Issues
  - a. Be proactive on associations that work with legislators and positions – have a seat at the table when they're being written
  - b. Tell our commissioners where we need support in Salem
  - c. Consider hiring a lobbyist
  - d. Develop strong state agency relationships
  - e. County team focused on legislation

- f. Work with BOCC who have a direct line to legislators
  - g. Invite legislators to our events
  - h. Get training on regulatory issues – CJIS, Government Accounting
  - i. Leverage partnerships / collaboration
  - j. Citizen input – How do we engage our citizens to carry the water on some of these issues
- 2. Workforce Issues
  - 3. Mental health / drug use issues

*The group ran out of time to brainstorm strategies to mitigate items 2 and 3. We'll need to revisit this in a management meeting.*

## **TRENDS**

Here are the top two trends as collated from the department strategic plans, and the possible strategies to leverage them.

- 1. Increased expectations – public wants everything, added pressure, immediacy, more demands
  - a. Increased public engagement and outreach, tabling / process events, communication - PIO
  - b. Get full BOC support – have a conversation about public expectations and pressure
- 2. Changing funding – both good and bad, more complicated budgeting, dependence on outside funding – state formulas, federal programs come and go, grants are not sustainable
  - a. Hire legislative support team – Wasco County lobbyist
  - b. Expand finance team, investment and forecasting
  - c. Have a conversation about funding core services first

Here is the list of organization-wide trends the group identified:

- Increased demand for services
- Cyber issues – increased threats, costs
- Costs are increasing
- Polarization / political environment
- Retirement of boomers
- Artificial intelligence
- Reliance on technology
- Risky tech adoption
- Cost of living increases
- Complex reporting requirements
- Complex regulations – HR, etc.
- Policy / legislative increase impacting operations
- Transitional workforce – constant change
- Generational gaps in staff
- Mental health and drug use increasing
- Alternative healthcare
- Entitlement around services

- Impact of population shift
- Data analysis
- Wealth gap
- Reliance on broadband
- Financing gaps, especially businesses
- Decrease in faith-based and community group involvement
- Federal funding for EV/GHG mitigation

The top three trends identified by the group were:

1. Complex regulations
2. Polarized political environment
3. Mental Health / drug use

*The group ran out of time to brainstorm strategies on these top trends. We'll need to revisit this in a management meeting.*

## **VISION, MISSION, & VALUES**

Our current Vision, Mission and Values statements were created in 2016. The goal was to create something specific to Wasco County, rather than a generalized statement that could be used by *any* county.

### **Vision Statement** – *Pioneering Pathways to Prosperity*

- The vision statements should be used as a litmus test: Is the decision I'm making a new/innovative way of doing things? Is there a reason to continue doing it the way we've always done it?
- Does it open a pathway?
- Recognize that there will always be tension between progress and preservation.

### **Mission statement** – *Partner with our citizens to proactively meet their needs and create opportunities*

- How can we be proactive in serving citizens?
- Are we opening up opportunities, or creating barriers?

### **Core values**

1. Embody the 100% Love Culture
2. Relationships are primary
3. Do the right thing even when no one is watching

The group discussed that we may need to look at these through the DEI lens and determine whether to modify them.

## PATHWAY REVIEW

The next agenda item was to review the seven Pathways used in our Strategic Plan and determine whether they need updating.

1. **Technology** – This pathway was given a “thumbs up” in terms of relevance. However, it was decided that the Strategy Statement needed updating. The newly proposed statement is: *“Develop and use technology as a platform to provide safe and efficient service.”* The group also discussed modifying one or more of the Directional Statements to capture using data to help inform decision making.

Strategy Statement: *Develop and use technology as a platform to provide safe and efficient service.*

Directional Statements:

- a. The county will develop and implement integrated technologies to provide services.
  - b. Utilize public-facing technology to make Wasco County government more transparent.
  - c. Provide tools that enable the public to communicate with the county.
  - d. Digitally modernize Wasco County.
  - e. Use data to drive business intelligence for making informed decisions.
2. **Customer Service** – This pathway was given a “thumbs up” in terms of relevance. There was a discussion about the blurred lines between customer service and communication. Customer service is more about improving what we do and delivery of service. We also discussed proactively meeting needs and creating opportunities. At the end of the conversation, the group decided to leave the Strategy Statement and Directional Statements as they are.
3. **Infrastructure and Resources** – This pathway was given a “thumbs up” in terms of relevance. However, there was a robust discussion about the Strategy Statement and Directional Statements:
  - a. Doesn’t include any resource development like Area 154 and the resolution center
  - b. It doesn’t include assets
  - c. We now have the financial health to be able to use our resources to maintain and benefit the community

Here are the proposed changes for this pathway, which will need to be reviewed and approved at a management meeting.

Strategy Statement: *Maintain and modernize infrastructure, and strategically invest in projects.*

Directional Statements:

- d. Categorize our inventory and plan for replacement of assets.
  - e. Develop alternate or innovative methods for extended asset life and work efficiency.
  - f. Strategically invest in capital projects that enhance Wasco County.
  - g. Utilize grants or other funding programs to maximize our existing resources.
  - h. Build capital reserve fund (s) to address long-term needs.

4. **Communication** – This pathway was given a “thumbs up” in terms of relevance. However, the group felt the Strategy Statement and Directional Statements needed tweaking.
  - a. Missing – not just about mission, vision and values. It's how we communicate with constituents, customers and partners

Here are the proposed changes for this pathway, which will need to be reviewed and approved at a management meeting.

*Strategy Statement: Actively communicate both internally and externally the Vision, Mission and Values of Wasco County.*

*Directional Statements:*

- b. *Communicate with the public and partners in a timely manner that informs and provides transparency.*
    - c. *Develop and roll out external communication that educates and gives opportunities for feedback on services.*
    - d. *Use technology to engage citizens so they become active participants in county government*
    - e. *Strengthen internal communication to support a shared vision and message*
5. **Financial Health** – This pathway was given a “thumbs up” in terms of relevance. However, the group felt the Strategy Statement and Directional Statements needed tweaking.

Here are the proposed changes for this pathway, which will need to be reviewed and approved at a management meeting.

*Strategy Statement: Work to achieve financial sustainability through both innovative and responsible efforts to manage available resources.*

*Directional Statements:*

- a. Budgeting will be done with a realistic approach to assigning resources.
    - b. Identify and establish new funding streams that will supplement traditional revenue
    - c. Evaluate and prioritize programs through cost/benefit analysis
    - d. Conduct regular fiscal monitoring and reporting for departments
    - e. Maintain and develop long-term budget strategies
    - f. Ensure safeguards are established to provide financial health
6. **Safety** – This category was given a neutral rating, and was decided it needed more discussion. The conversation revolved around whether “Health” should be added to the pathway category, with a Strategy Statement along the lines of “*Maintain and promote a healthy, safe and vibrant work environment.*” *We’ll need to revisit this in a management meeting.*

7. **Organizational Development** – This pathway was given a “thumbs up” in terms of relevance. However, the group did not have time to discuss this pathway. *We’ll need to visit this in a management meeting.*

## **PATHWAY ANALYSIS: COMMON THEMES AND ORGANIZATIONAL FOCUS**

The final section of Summit revolved around discussing the common themes from the department plans, and whether any of them had enough importance to garner organization-wide focus. These themes were also cross-referenced from the top SWOTT themes.

As part of the activity, the group brainstormed what success looks like if we were to address that theme, and what are possible solutions for achieving it (begin with the end in mind).

### **Pathway 1: Technology**

The common themes from department plans were:

- ❖ *Electronic Record Access:* Electronic records, digitizing files, scanning licenses, converting paper files to electronic.
- ❖ Software upgrades and improvements

The theme determined to have enough importance for preliminary organizational focus was “**Electronic Record Access.**” Here is what that would look like:

- Digitized Road records - available on GIS or other single web portal. Easy to access and find the information.
- The county has gone paperless, and scanned documents have Optical Character Recognition so they can be easily searched
- Documents are digitized, researchable, accessible to the public and paper copies are eliminated
- Be able to run reports and have a dashboard for data that’s been digitized
- We ensure that records are secure and meet security requirements
- Work to have the multiple formats of records - paper, microfilm, electronic - reviewable and searchable
- Records that are currently only in paper format are scanned and accessible, with proper security access in place
- A platform framework is needed as a foundation for records - technology is an enabler

The possible solutions for achieving this organizational focus include:

1. Hire a third-party contractor to do the scanning
2. Create a Scanning Center, with in-house staff
3. Eliminate paper files - no more “pack-rat” activities
4. Create a centralized secure storage of permanent records (in all formats)

### **Pathway 2: Customer Service**

The common themes from department plans were:

- ❖ *Communication about service:* Social media account, update webpage, public kiosk, improve public access to information

- ❖ *Process Improvement of services (straighten the pipes)* - E-recording issues, payment portal, Hearings Examiner, Treatment Program collaboration, timely review of submittals
- ❖ *Delivery of Service (proactive outreach and services in the community)* - Voter registration events, tabling at community events, Maupin office hours

The group did not have time to discuss the importance of these themes and whether any rated organizational focus. *We'll need to discuss this in a management meeting.*

### **Pathway 3: Infrastructure and Resources**

The common themes from department plans were:

- ❖ *Evaluation/Planning for needs:* facility improvement plan, transportation improvement (fleet upgrade), county-owned land process, long-term space needs
- ❖ *Immediate needs:* Backup 911 center, election center, workspace for HR
- ❖ *Asset maintenance /upgrades:* Upgrade equipment and vehicles, fleet upgrades, radios, body armor, safety items

The theme determined to have enough importance for organizational focus was **“Evaluation/ Planning for Space Needs”** Here is what that would look like:

- Clerk – all core services within 4 walls
- HR – office with two work spaces for privacy, not behind a meeting room
- BOCC – be in same building as staff
- Admin – a floor that includes HR, Finance, IT, etc.
- Sheriff – exterior (development of Resolution Ctr), internally (relocation of new evidence processing room). Justice Center
- DA – office for each attorney, conference room, victim advocate on same floor with some separation
- A&T - County campus, co-located departments, one-stop shop for citizens
- Public Works - they would get their building back and could potentially lease space for additional income

The possible solutions for achieving this organizational focus include:

1. Build a new County Campus that can house all county teams
  - a. Pros - we can design and build exactly what is needed
  - b. Cons - lack of large enough land to build on, public is unlikely to support a bond to pay for it, too expensive to build without a bond
2. Purchase a building in The Dalles that could house all non-justice related departments, then move all justice-related departments into the Courthouse.
  - a. Pros – could satisfy short/long term needs, mores space, makes productive use of a commercial space, bond not needed, more centralized space, one step forward to justice center, easier to access IT controls, confidentiality opportunities, good use of saved dollars, takes better care of constituents, defines public work space, potential for revenue in vacated spaces
  - b. Cons – some people stay in courthouse, parking is limited, it's not a campus, big lift for IT infrastructure, impacts to staff, courthouse space is inefficient for departments that move into it, why buy a building if we do remote work, moving the vault, moving surveyor away

from road department, doesn't solve all of our space issues, what is the impact to taxes, spends down reserves, still need to do courthouse security improvements

The discussion about space needs also prompted a conversation about County-owned Lands and the recent purchase of the property at the west end of The Dalles:

- The purchase was made with a long-term look into our future and how we might utilize 154 acres
- Worst case scenario: it's used for a 53 space RV park and land bank (Urban Growth Boundary), Potential for "natural place" for public
- Best case: it provides a path toward an improved Kramer Field (5-6 multipurpose fields with option for state tourney), indoor recreation facility, Fort Dalles Rodeo, school district needs, amphitheater, equestrian use
- The hospital is a potential domino effect that allows all these things to fall into place, along with housing options with old hospital

#### **Pathway 4: Communication**

The common themes from department plans were:

- ❖ *Timely and varied communication about service:* Social media account, update webpage, public kiosk, improve public access to information
- ❖ *Transparency and building public confidence:* Community outreach, public engagement, PIO services, speaking engagements (government affairs, radio programs, local groups)

In the SWOTT analysis discussions, a theme that rose to the attention of the group was more about internal conversations, and whether our organizational focus should be **"Be willing to work through difficult conversations."** What that would look like includes:

- Ask the questions, use the opportunity constructively to dig deeper
- Remember there are different personalities and differing communication styles
- Ask ourselves "what am I doing to improve the situation?"
- Continue to have conversations – follow up

The group made a commitment to each other to do this work. The next step would be to have a discussion about how we hold ourselves accountable to this commitment.

#### **Pathway 5: Financial Health**

The common theme from department plans was:

- ❖ *Leverage and extend existing resources* - Grant opportunities, cost-share agreements, local agency partnerships, IGAs

The group also discussed that when it comes to financial health, there will be "top-down" decisions made for the organization by the Finance Director and Administrative Officer (with approval from the budget committee), to invest in things like another PERS side account. The funding for this is taken "off the top" of the resources available to the county.

The theme for organizational focus was **“Pursue focused grant application and management.”** Here is what that could look like:

- Hire a dedicated grant coordinator, writer and manager (research options, write the grant proposals, manage the funding when it comes in).
- Expand the Global Grant Services contract, have interested departments dedicate a liaison from their staff to work with GGS.

*We will need to review this further at a management meeting, as the discussion was very limited in scope.*

#### **Pathway 6: Safety**

As discussed in the pathway review, this topic needs to be discussed further to reflect the “health” aspect. The common themes that came from department plans were:

- ❖ *Safety Investments (how to keep citizens and employees safe):* Safe Streets and Roads 4 All, election safety, parking lot improvements, updating tools, roadway safety improvements
- ❖ *Safety training (training employees how to be safe):* identify safety issues, review safety policies and procedures, new and ongoing training like cybersecurity and evacuation/active shooter

*We will need to review this further at a management meeting, as the discussion was very limited in scope.*

#### **Pathway 7: Organizational Development**

The team did not have time to discuss this pathway at all. However, the common themes from department plans included:

- ❖ *Appropriate staffing:* review staff positions, add or develop needed positions, succession planning
- ❖ *Inter-departmental Relationships (burning down the silos):* Cross training, team building activities, employee meeting or summit, culture development

*We will need to review this further at a management meeting.*

**FINAL NOTE: We will need to have a “priority discussion” about the Organizational Focus themes and which ones we want to tackle in the next 1-2 years.**

APPROVED this 5<sup>th</sup> Day of April, 2023.

WASCO COUNTY BOARD OF COMMISSIONERS

---

Steven D. Kramer, Chair

---

Scott C. Hege, Vice-Chair

---

Philip L. Brady, County Commissioner



2023 Summit



# Financial Projections

# Financial Projections – 2023 Summit

- **What are Financial Projections?**
- **Long-term Planning vs Reacting**
- **Disclaimers**
- **Known Risks**
- **Unknown Risks**
- **Current Status – Review of Large Funds**

# What are Financial Projections?

- **Not a fortune teller**
- **Not a prophecy**
- **I DO have a Magic 8 Ball**
  - “Ask again later” is not exactly helpful in building projections...
- **Think of headlights on a car lighting the road ahead**
  - Just because we see it, doesn't mean we hit it
  - Make adjustments to path
  - Enable planning instead of reacting

# What are Financial Projections?

- **Reacting is a fact of life – can't plan for everything**
  - **“Best laid plans of mice and men.”**
  - **Or perhaps, “No plan survives contact with the enemy.”**
    - **Phrase has been adapted to many different areas – all appropriate**
    - **Referring to deterministic plans vs resilient strategies**
    - **Bend – Don't Break**

# Disclaimers

- **Budget is a work in process**
  - Projections updated to best available at time of creation
- **Assumptions can (and will) change based on Management Decisions**
- **Projections are HEADLIGHTS not TRAIN TRACKS**
  - Actual results WILL vary

# Risks - Known

- **PERS**
- **Personnel as a whole**
  - **Finding staff is hard**
  - **Salaries are up**
  - **Work from Home**
- **Revenue decreases**
- **The percentage of the Property Tax Base tied up in Google**
- **Department silos are coming back**
  - **Silos Restrict Communication**
  - **Restricted Communication = Less proactivity**
  - **Less Proactivity = Greater costs**

# Risks – Known - PERS

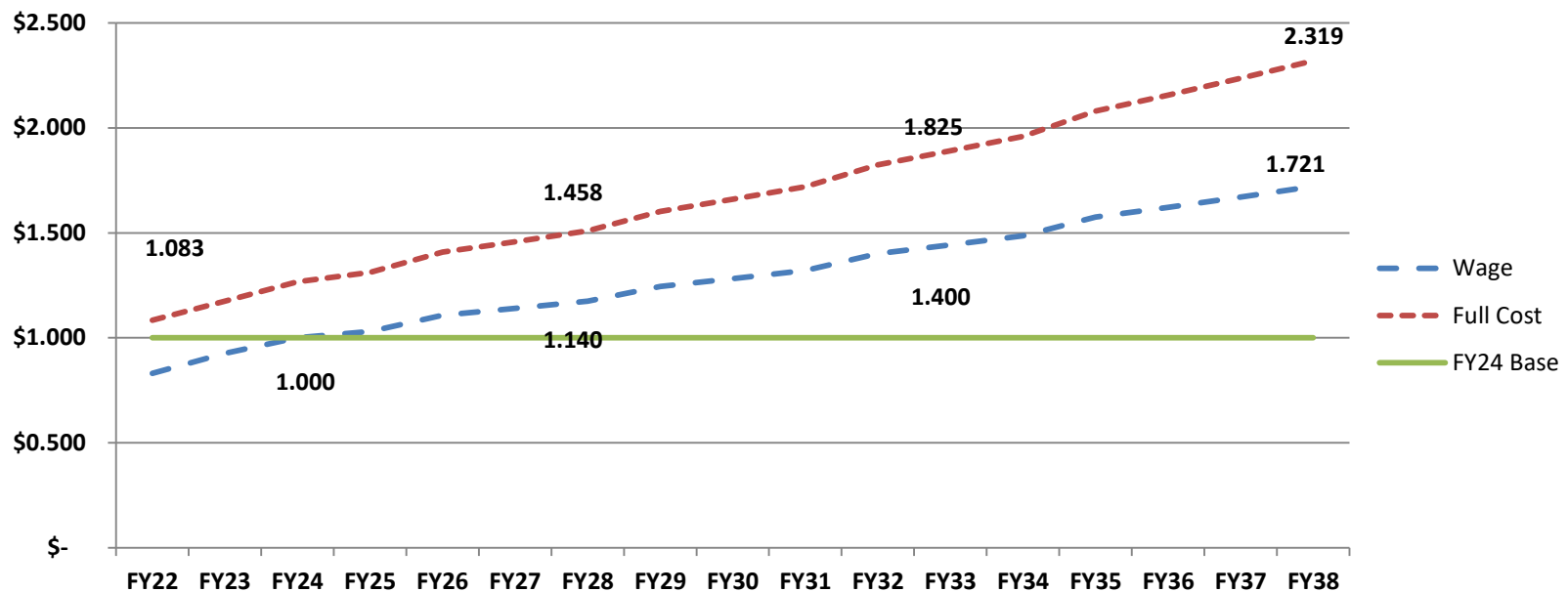
- **PERS is rising**
- **Plan**
  - **County has been funding Side Accounts – Another will be presented**
- **Wasco has 3 PERS Side Accounts**
  - **FY24 Budget will have another Side Account if possible**
  - **EIF received 7/1/2022 - \$561,449.80**
    - **Were on the Waitlist – finally funded**
  - **Will not be applied to PERS rates until 7/1/2024 due to cycles at PERS**

# Risks – Known – Personnel as a whole

- **\$1 in wages = \$1.267 fully loaded**
  - Was \$1.46 before PERS Side Accounts
  - (varies dependent on benefit package)
- **In 15 years, \$1 in today's wage = \$2.319 fully loaded**
  - Was \$2.50
- **Personnel in FY24 – All Funds Total = \$13.6M**
- **Personnel in FY38 – All Funds Total = \$24.9M**
  - Was \$27.3M in FY35 in FY20 Projections
- **The PERS Side Accounts are making a significant difference**

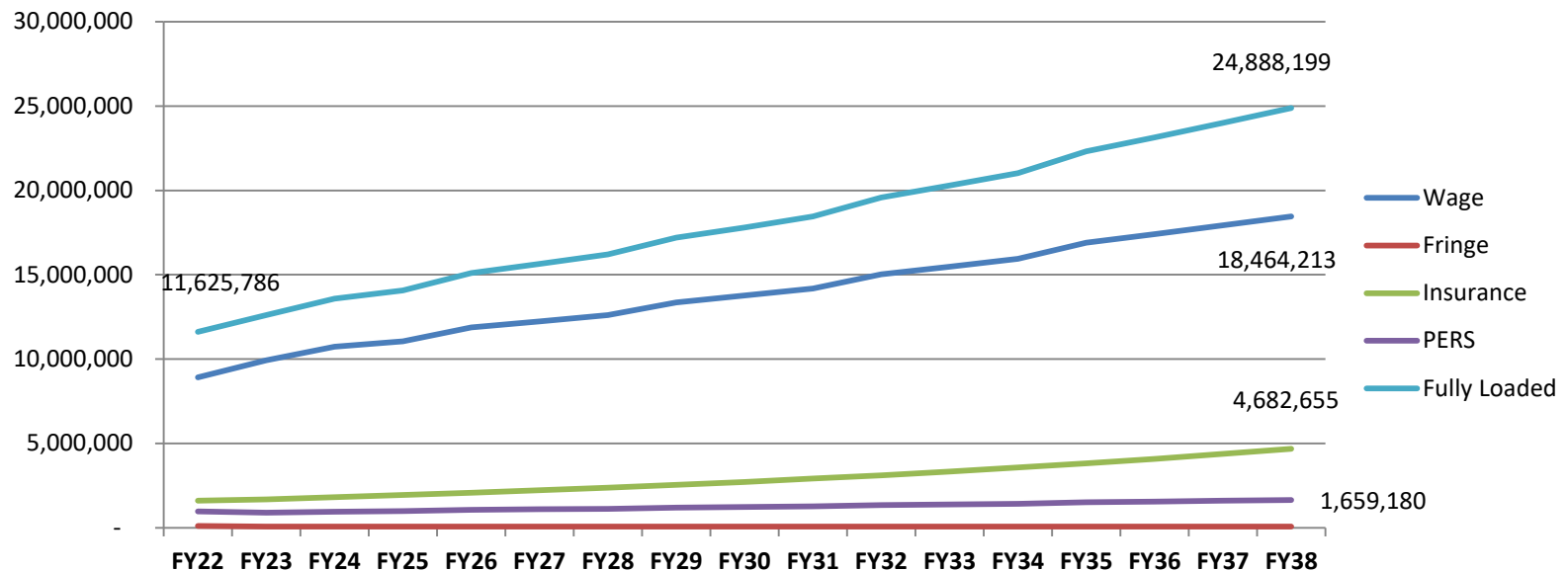
# Risks – Known – Personnel as a whole

**Projected Government-Wide Personnel Growth - 15 Year  
Projection & 2 Year History**



# Risks – Known – Personnel as a whole

**Projected Government-Wide Personnel Growth - 15 Year  
Projection & 2 Year History**



# Risks – Known – Personnel as a whole

- **Wage has the jump every 3<sup>rd</sup> year for Cost of Labor trend**
- **Insurance still climbs fast**
  - **FY24 17% of Wages - was 21% in FY20**
  - **FY38 24.4% of Wages – was 40% FY35**
  - **Why the decrease? Increased wages while insurance not rising as fast**
- **PERS grows 72% by FY38**
  - **Effect of the Side Account Rate Credit**
  - **Additional Side Account funding will put PERS on an even flatter trend**
  - **\$1M = about 1% rate credit;**

# Risks – Known – Revenue decreases

- **Property Tax limited by falling market and/or Compression**
- **Since FY14**
  - **Average Property Tax Growth \$419K/year or 4.9%**
- **Since FY07**
  - **Lows: 0.61% FY13; 1.23% FY16**
  - **FY19 grew by \$502K; if that was 1%, it would have been \$86K**
    - \$416K gap in General Fund would have been created
    - How would that have been covered?
- **Where is the growth coming from?**
  - **Base increase 3%**
  - **New construction – good economy**
  - **Reappraisals**
    - **New software implementation has a possibility of impacting growth rate due to band-width of staff**
  - **Tax Abatement Ending**

# Risks – Known – Revenue decreases

- **Rising interest rates – slowing down real estate market**
  - Market prices slowed down and may have fallen in areas
  - Less refinancing
- **State Funding – Competing Priorities**
  - State looking to find additional funding
  - Legislation can drastically alter the funding stream of departments

# Risks – Known – Partner Funding/STAFFING

- **Several expenses area are shared with partner agencies**
  - 911, Norcor, NCPHD, Assessing software support
- **Puts expense at risk of increase due to funding priorities of partners**
  - Decreasing support – or not increasing support – of partners increases County Cost
  - Or some theoretical agency could plan ending the lease on a hypothetical baseball field, leaving the County to pick it up
- **Partner agency needing leadership assistance – County assists to keep the agency afloat**
  - Stretching County leadership thin
  - Hurts our efficiency

# Risks – Known – Partner Funding/STAFFING

- **The Boards/Commissions of volunteers assisting the County**
  - **Can make costly decisions that impact the County**

# Risks – Known – How to address

- **Short term – utilize reserves**
  - Reserves can only be spent 1 time – NOT along term solution
- **Service reductions if not a blip**
- **Utilize reserves to have a less drastic/immediate response**
  - **PERS Side Account**
- **Revamp department processes and/or priorities**
  - **Technology, Outsource, Collaborate**
  - **Replace software – Assessing & Finance**
    - Which is not without its own issues/difficulties
- **Interaction & accountability with Boards/Commissions**
- **Build up partner agencies then GET OUT and back to the County**

# Risks - Unknown

- **What don't we know is coming?**
- **Bubbles in the economy**
- **Another Bernie Madoff?**
- **Worldcom; Enron; Lehman Brothers Collapse**
- **All impacted the economy; frauds, bankruptcies, irresponsible investing**

How is Wasco County?

- **Fine**

- **(as always...)**

# Overview

- **Ok, Seriously FY23 is good. The future has some risk**
- **Across all funds, \$56.8M in cash & investment as of 1/31/2023**
- **Reserve Funds**
  - **Road Reserve \$4.5M**
  - **Capital Acquisitions \$2.6M**
  - **Facility Capital Reserve \$5.1M**
  - **General Operating Reserve \$8.3M**
  - **EVEN 911 Reserve has FUNDS! \$330K! (yes “K” as in “thousands”, not “M” as in “millions”)**

# Overview

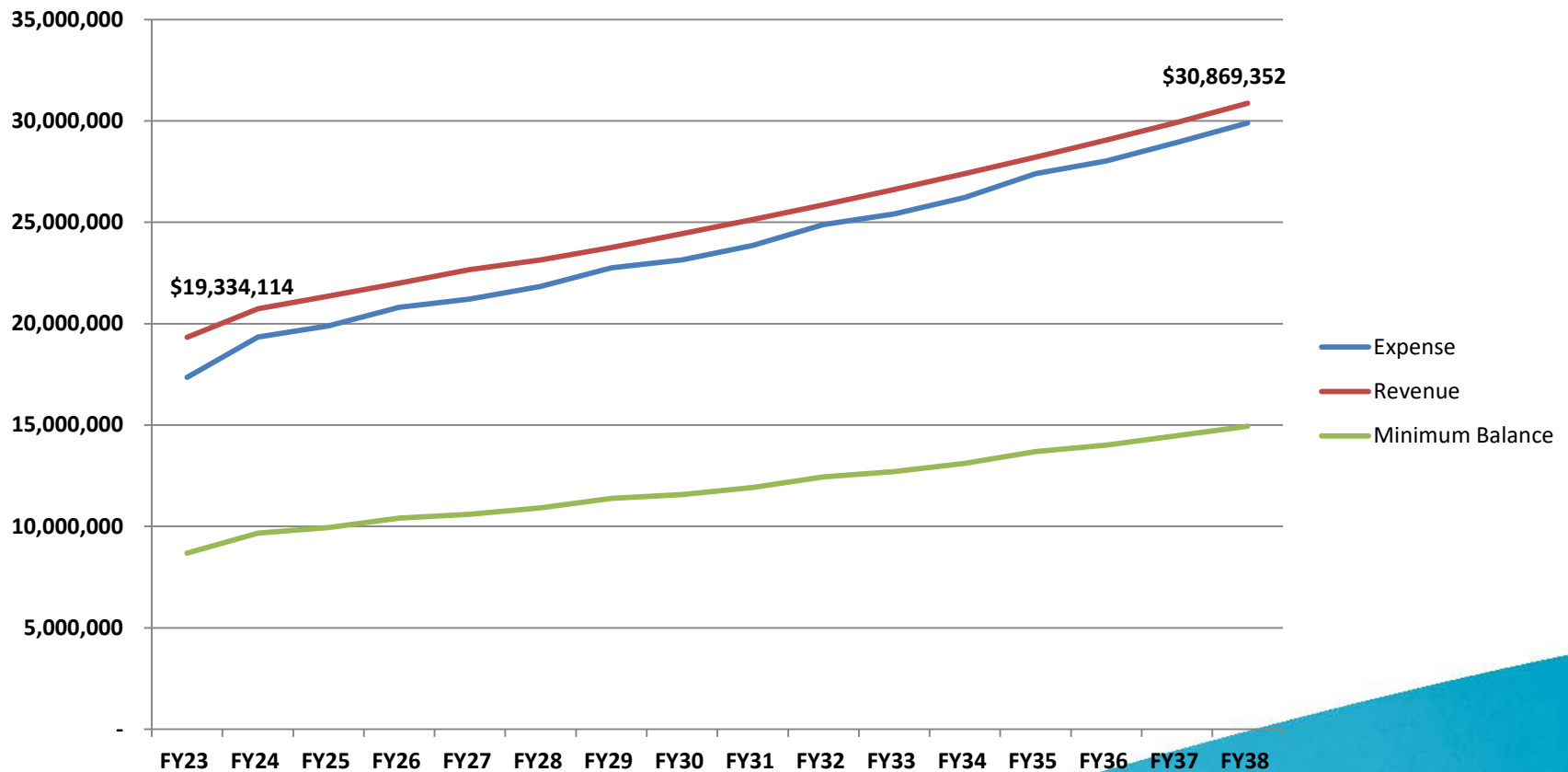
- **All funds within Budgetary Expectations for FY23**
  - See fund reports given monthly to BOCC
  - Revenues are on target; Expenses under control
- **All in All – maybe a little better than “Fine.”**
  - Conservative budgeting – Focusing on sustainability
  - Growing economy
- **But that is the Here And Now. How does the future look?**

# Overview – General Fund

- **Based on current projections, revenues remain above expenses out past FY38**
  - **Decreasing contributions to Reserves to prevent expenses exceeding revenues**
  - **This is with the ended Abatement on the tax roles now & Salary matix change**
- **\$280K in Abatement funds included but will be ending**
  - **FY31 \$280K ends – FY22 was last year for the \$125K**
  - **Future Abatements not included**
- **Minimum Fund Balance for General Fund is 6 months for now with a long-term goal of 1 year**

# Overview – General Fund

## General Fund 15 Year Projection



# Overview – General Fund

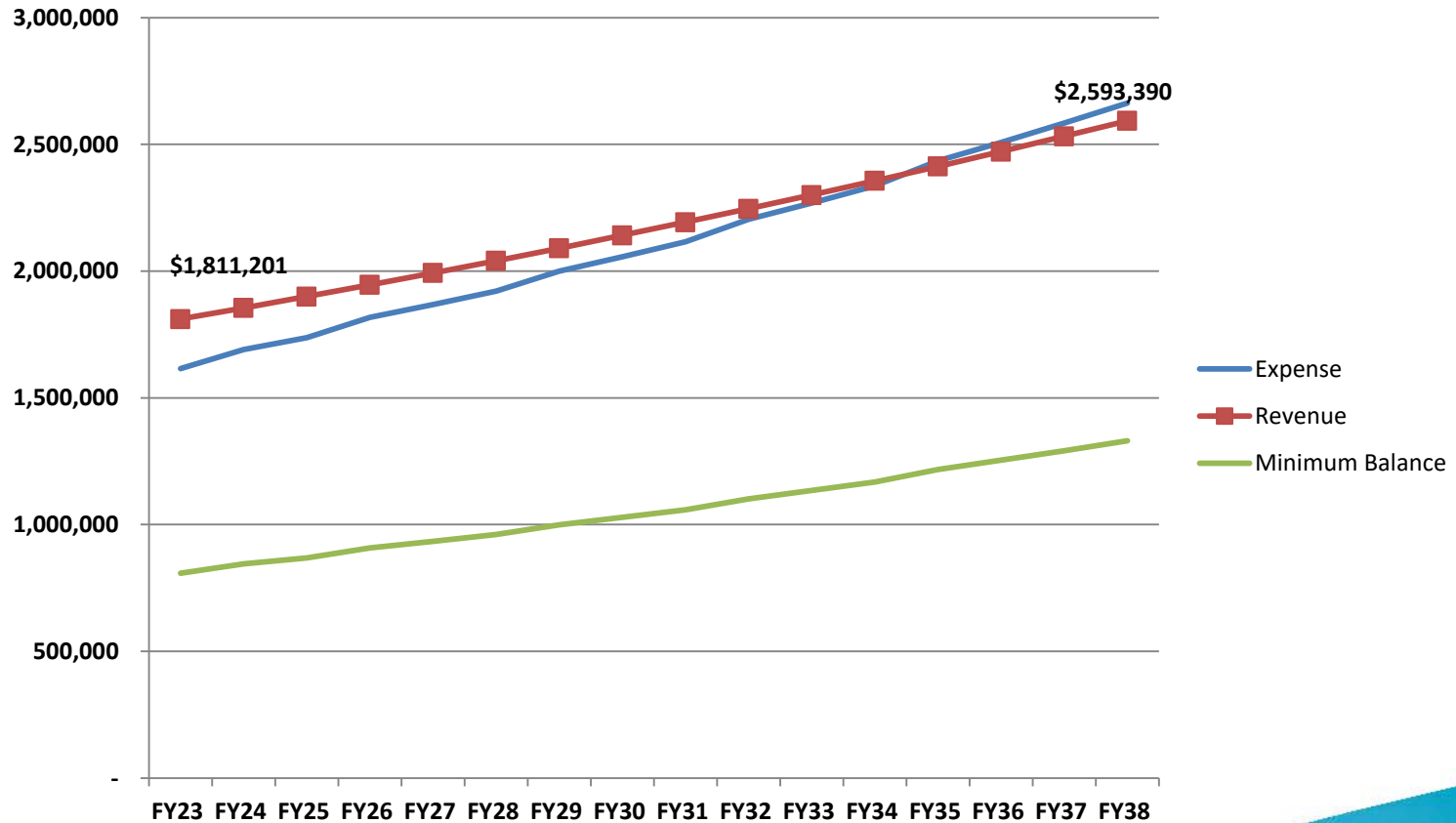
- **FY23 is projecting revenue of \$19,334,114 across all funds**
- **In FY20 Strategic Summit, FY23 was projected to be \$20M**
  - **Not far off and could still hit it**
- **The budgeting model is encouraging departments to be strategic with spending**

# Overview – Public Works

- **Public Works Expenses meet Revenues after FY35**
- **Revenue and Expense are close and start to approach each other**

# Overview – Public Works

## Public Works Fund 15 Year Projection



# Overview – Public Works

- **Average Revenue increase per year – 4.1%**
- **Average Expense increase per year – 3.3%**
- **Heading in the right direction but watch the curves**

# Overview – Community Corrections

- **Community Corrections revenues = expenses FY34**
- **Average revenue increase per year – 2.4%**
- **Average expense increase per year – 3.4%**
- **Moving in the right direction**
- **Driven by**
  - **Support for Transitional Housing & Norcor**
  - **Personnel**

# Questions?



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
MARCH 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  
Phil Brady, County Commissioner  
STAFF: Kathy Clark, Executive Assistant  
ABSENT: Tyler Stone, Administrative Officer

Chair Kramer opened the session at 9:00 a.m. with the Pledge of Allegiance.

**Public Comment**

Mary Beechler, representing the Wasco County Library Service District Board, read the following letter into the record:

March 15, 2023

Dear Wasco County Board of Commissioners,

I am here today to make a statement from all of your appointed Wasco County Library District Board. We are seeking your help in matters about the library district's administration.

Most of us have served for a long time on the board, and have gained a true depth of understanding about the district's management.

The Wasco County Commissioners entered into an IGA with the City of The Dalles upon the district formation, most recently amended and signed in 2010. As a board, we have sought repeatedly over many years to renegotiate this IGA -- to no avail. We have serious concerns, 2 of the most pressing I will explain to you now.

1. There was an in-depth safety inspection, last year, that found many things needing to be addressed with regards to the city's building that houses the library. Many maintenance projects have been deferred over the years and the library board now has serious concerns about rectifying

these issues. And how they will be funded in particular. One is a sooner than later need for a new HVAC system that has not been adequately planned for by city budgeting. Also, there needs to be a possible engineering assessment done to determine the soundness of the foundation. The IGA spells out that the city will “at its own expense, be financially responsible for the major maintenance of the Main Branch Library building and grounds ...” (IGA 4.2.2)

2. The city appears to operate the library district as another city department, which of course it is not. It is a Wasco County special district, with a board. A particular concern is how the administrative fee is determined, without our input, which violates the IGA. There is funding taken from the library district, as a part of the administrative fee, for many city departments, some of which the library district does not even use. In the last 12 years the admin fee has jumped 300% while the CPI for same period has been 39%. Two IGA articles of relevance to this are:

Article 4.3 states “the city shall be reimbursed in an amount to be annually negotiated between the City and the District.”

Article 5.1.1, board responsibilities, “manage this intergovernmental agreement and recommend to the District governing body any amendments to the IGA”.

The library board is appointed by the commissioners to advise the county commissioners about library business. So here we are to let you know we need your support for your county library district in getting this IGA renegotiated and to help us foster open lines of communication. Frustratingly, we have been rebuffed again and again. The city acts as if it is the lone management of the district. We recognize we are all here, commissioners and library board, to serve the public and provide the best services possible, while most importantly, using our fiscal resources wisely.

Thank you for your time today. Please feel free to reach out to any of us for more information.

Chair Kramer stated that he reached out to the City yesterday; he said he would review the concerns expressed, noting that the Board of Commissioners acts as the District’s fiscal agent. He encouraged the District to work with the City on communications; if needed the County can help with facilitation. He said that is as much as he can offer right now as the Board was not afforded the opportunity to review the materials prior to this meeting. He said he looks forward to getting the documents.

Vice-Chair Hege asked how many amendments there are to the IGA. Corliss Marsh, District Board Member, replied that there is 1. Ms. Beechler said that she would send what she has to the Board but does not have all the historical documents. Ms. Marsh said she has hard copies she can share.

Ms. Beechler stated that they have asked for meetings with the City and have been turned down.

Vice-Chair Hege asked if there is information available on the safety inspection. Ms. Beechler replied that Executive Director Jeff Wavrunek can provide that information.

Chair Kramer noted that Ms. Marsh and Mr. Wavrunek have met with the City Manager; we just need to keep moving forward. He said if the District puts out a request to meet and is turned down, they can contact the County to help make that connection. Ms. Marsh commented that the City always seems to be too busy to meet.

Vice-Chair Hege asked when the last time was that they met with the City. Ms. Marsh replied that they met with them last Friday.

Chair Kramer thanked the District Board members for bringing their concerns forward.

#### Agenda Item – Drought Declaration

Emergency Manager Sheridan McClellan reviewed the materials in the Board Packet. Chair Kramer noted that additional text has been added to the Resolution since the packet was published last week and read that language into the record:

**IT FURTHER APPEARING TO THE BOARD:** That as of March 1, 2023, the basin snowpack is 105% of median, modestly higher than last month when the basin snowpack was 92% of median. However, this near-average snowpack may be deceiving as rainfall has been below normal since the start of the water year, Oct. 1. The ground is extremely dry and likely to soak up the snowmelt rather than it running off as surface/stream water; and

Vice-Chair Hege asked what this Resolution will do. Mr. Sheridan responded that it will open opportunities for funding and loans for the agricultural community.

Commissioner Brady noted that the drought also contributes to raised temperatures in our streams which negatively impacts fish. That will be addressed through other avenues.

Vice-Chair Hege observed that this is the 11<sup>th</sup> driest year over the last 129 years. We are 1.83" below normal rainfall which may not seem like a lot; however, we got only about 10" of annual rain so it is significant.

**{{Vice-Chair Hege moved to approve Resolution 23-003 declaring a drought emergency and requesting the State to declare a State Drought Emergency for Wasco County; he furthered moved to approve the additional language read into the record. Commissioner Brady seconded the motion which passed unanimously.}}**

**Agenda Item – Wasco County Title VI Plan for Transportation**

Mid-Columbia Economic Development District Executive Director Jessica Metta reviewed the memo and plan included in the Board Packet. She explained that the County is required to have this plan which outlines actions to be taken in order to avoid discrimination in the transportation system. The plan needs to be updated every three years and approved prior to the upcoming ODOT review. This plan references other plans that have already been updated. The updates in this plan are minimal – dates and current data.

**{{Vice-Chair Hege moved to adopt the Wasco County Title VI Plan for transportation services. Commissioner Brady seconded the motion which passed unanimously.}}**

**Agenda Item – Commercial Property Assessed Clean Energy Program**

Ms. Metta reviewed the memo included in the Board Packet saying this is a program Hood River is talking about that MCEDD could help administer. The program would help property owners finance energy, water, renewable and seismic improvements to qualifying real property. A developer would apply to qualified commercial lenders and then come to the County for eligibility. If deemed eligible by the County, the project is funded and a lien is placed on the property. It is a low-interest loan for improvements. Multnomah and Deschutes County have both adopted the program; Hood River is in the process of adopting it and will contract with MCEDD for administration. She said that she has heard from a local hotel that is interested in the program and she believes multifamily housing efforts in Wasco County could benefit from the program. She stated that if Wasco County adopts the program and engages MCEDD, they would reach out to the Port to help connect interested parties to the program. This is no risk to the County; she is here to present the information and gauge the County's interest.

Commissioner Brady pointed out that this program would create some work for the County Assessor. He said that it is interesting that the program places the

burden of the loan onto the property rather than the property owner. He asked if nonprofits or government entities can participate in the program.

Ms. Metta replied that the program applies to qualifying properties but she is unsure if the owner of the property would impact eligibility.

Vice-Chair Hege stated that he is having a difficult time determining the benefit of this program. He said there are many funding programs that support these types of improvements. He asked if there are situations in which people are not able to obtain funding for these projects.

Ms. Metta replied that people are interested in this program which would lower the cost of a piece of larger projects. It would help with the capital stack in terms of the ability of projects to repay and realize a return on their investment.

Vice-Chair Hege asked if the lower cost is lower interest rates or just the longer term of the loan. Ms. Metta answered that it is mostly related to the longer term which lowers the monthly payments. Vice-Chair Hege pointed out that you cannot take a 40-year loan out on something that has a 30-year lifespan.

Chair Kramer said that he shares Vice-Chair Hege's thoughts and wants to check with our team around capacity for this program. Vice-Chair Hege added that he will check with colleagues in Hood River for their perspective on the program.

#### **Agenda Item – Call-Back Time Procedure**

Human Resources Director Nichole Biechler reviewed the memo included in the Board Packet saying that this has been the practice for some time but it has not been documented. This is for the Board's acknowledgement to recognize it as an accepted practice.

Commissioner Brady noted that this has been applied to work crews; he asked if it could also be applied to other staff, such as the Public Information Officer who might be called out overnight. Ms. Biechler responded affirmatively saying that is a similar situation.

Vice-Chair Hege observed that there is a difference between exempt and non-exempt employees. Ms. Biechler concurred, saying that it will only apply to non-exempt employees.

#### **NCPHD Updates**

North Central Public Health Executive Director Shellie Campbell announced that the mask mandate for medical facilities will be lifted on April 3<sup>rd</sup>; patients and

staff are still encouraged to wear masks. She said that there will be another vaccine clinic on the 17<sup>th</sup> and 18<sup>th</sup> at Griffith Motors for COVID, MPox and influenza vaccinations.

Commissioner Brady asked what the time lapse is for vaccination boosters. Ms. Campbell explained that the time lapse varies by manufacturer and patient age. She said she can get that information to the Board.

**Consent Agenda – 3.1.2022 Minutes**

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

**Commission Call**

Vice-Chair Hege said he is working with Avangrid and Representative Smith's office to put forward legislation that would modify existing rules allowing temporary housing for renewable energy wind projects. The new legislation would make that applicable to all renewable energy projects. This is for temporary housing only; there is a placeholder bill to help keep this moving along.

Commissioner Brady announced that there is a Houselessness Town Hall being held at 5:30 p.m. on April 3<sup>rd</sup> at the Discovery Center. There will be a lot of local officials on hand. In addition, the ground breaking ceremony for the Navigation Center is scheduled for 11:00 a.m. on March 24<sup>th</sup> at 2505 W. 7<sup>th</sup> Street.

Commissioner Brady demonstrated the [Columbia Gorge Healthy Community Dashboard](https://www.cghealthycommunity.org/indicators) (<https://www.cghealthycommunity.org/indicators>), explaining that it has substantial data on a wide range of health-related topics such as food, housing, health care services, mental health and much more.

Vice-Chair Hege asked if we ever worked through the state denial of our Homelessness State of Emergency Resolution. He commented that it appeared that we met the criteria but were denied with weak reasoning. He added that there is some confusion around the purpose of the declaration; some thought it to be the vehicle for Community Action Program funding which is not the case. We pursued the Declaration to obtain State funding.

Chair Kramer stated that we are drafting a response to the Governor regarding the denial. We have also been moved into another category where there is funding available to us. The Governor used Wasco County as an example of why the added funding is needed for those not included in the other program. At this point, we are still in line for funding; the Governor likes what we are doing in

Wasco County by collaborating with regional partners. This will be a test.

Vice-Chair Hege asked where that funding will go. Chair Kramer replied that it will be a pass-through to our non-profit partners. Mr. Stone is redrafting our response to the Governor. We have been assured by the Governor's office that we are in line for funding.

Chair Kramer said work is still moving forward for the modernization of Public Health. We are waiting for March 17<sup>th</sup> to learn what bills are still alive and moving forward.

Commissioner Brady announced that he would be out of town next week.

Chair Kramer adjourned the meeting at 9:49 a.m.

Summary of Actions
--------------------

**MOTIONS**

- **To approve the consent agenda.**
- **To approve Resolution 23-003 declaring a drought emergency and requesting the State to declare a State Drought Emergency for Wasco County and to approve the additional resolution language read into the record.**
- **To adopt the Wasco County Title VI Plan for transportation services.**

Wasco County  
Board of Commissioners

---

Steven D. Kramer, Commission Chair

---

Scott C. Hege, Vice-Chair

---

Philip L. Brady, County Commissioner



## AGENDA ITEM

### District Attorney's Mid-Term Report

---

#### [REPORT](#)

---



Matthew Ellis, District Attorney  
Sally Carpenter, Senior Deputy District Attorney  
Caleb Berthelsen, Deputy District Attorney  
Danielle DeCant, Deputy District Attorney  
Kara Davis, Special Deputy District Attorney  
511 Washington St., Ste. 304 • The Dalles, OR 97058  
p: [541] 506-2680 • f: [541] 506-2681 • [www.co.wasco.or.us](http://www.co.wasco.or.us)

## **Wasco County District Attorney Midterm Report**

### **Status**

I took office in January 2021, and have been in office for two years.

The District Attorney's Office is now at full staff. Our experienced staff of 11 dedicated individuals has made my first two years in office a success.

2021 was a staffing struggle. We had a 90% staffing turnover from 2020-21, with the change in administration. With former staff departing, we were able to restructure the office and add an attorney position. Currently, the office consists of eleven full time staff: four attorneys, including the elected DA, two victim advocates, an office manager/chief legal secretary, two chief legal secretaries, a discovery clerk, and an office assistant.

### **Staff**

#### Current Attorneys

Locally born and raised, Kara Davis, agreed to leave the defense bar and join us as Chief Deputy District Attorney in January 2021. She took on the a leadership role within the office, along with a difficult case load, including sex crimes, child abuse/neglect, domestic violence, and other high level person crimes. Ms. Davis was my Chief Deputy until she took office as the elected Gilliam Co District Attorney in January 2023. She still maintains a role as a Special Deputy DA with Wasco County.

Sally Carpenter is the only staff member to remain from the previous administration. Ms. Carpenter's commitment to the community and this office was essential to the transition and she continues to work tirelessly on a large caseload involving traffic and property crimes.

Caleb Berthelsen was hired as a deputy district attorney after working as a defense attorney in The Dalles for three years. Mr. Berthelsen lives in The Dalles and is dedicated to serving the community in which he lives. He is currently assigned to

handle cases involving driving under the influence of intoxicants (DUIs), traffic crimes, and person crimes.

Danielle DeCant came from Metro Public Defenders in Hillsboro to replace Ms. Davis, having prior prosecutorial experience in the Clackamas County District Attorney's Office. She has taken over the difficult caseload, previously handled by Ms. Davis.

After the departure of Ms. Davis, the Wasco County District Attorney Office no longer has a Chief Deputy.

### Legal Secretaries

Julie Dalton became our chief legal secretary in Spring 2021, and agreed to take on the responsibilities as the office manager in June 2021. Ms. Dalton brought many years of relevant experience, previously working in the Klickitat Co Prosecutor's Office and as a former restaurant owner/operator. She has helped Grand Jury run smoothly, and kept the grand jurors fed with baked goods, sealing her reputation as a cupcake artist; we are the envy of all other county departments.

Martha Verduzco-Ortega has been our chief legal secretary in Spring 2021. She came with years of experience acting as a legal secretary for the local and regional defense bar. Ms. Verduzco is also fluent in Spanish and acts in outreach to the Latinx community.

Deb Wickwire came on as the third chief legal secretary later in 2021, as a proud born and raised local Dallesian. Like Ms. Verduzco, Ms. Wickwire brought years of experience as a legal secretary in the criminal defense arena, and as owner of a local furniture store.

Erika Berk started in May 2022 as our discovery clerk/office assistant. Ms. Berk came in with an elite skill set, previously working as an office manager for an insurance agency.

Linda Popchock started in August 2021 as an office assistant. Ms. Popchock represents the front of our office, coming to us after serving the community as a Special Education Paraprofessional for a decade.

### **Victim Advocacy**

With the cooperation of other county departments, the Wasco County Victim Advocacy Office was moved to an office separate from the District Attorney's Office. The reasoning was so that victims could feel comfortable meeting with their advocate without walking into the District Attorney's Office. Our victim's advocates are now located on the main floor of the courthouse, with a satellite office at the Wasco County Juvenile Department.

## Advocates

James Barber started with us as an assistant victim advocate in late 2020. He became the Victim Advocate Coordinator in January 2021. As an Air Force veteran, Mr. Barber has been instrumental in reinventing the Wasco County Victim Advocate Office. He has ensured that grants are secured to assist in financing his office, and has ensured that victims are aware of their Constitutional Rights in court proceedings.

Brenda Alaniz-Enriquez became the victim advocate assistant in 2022. In addition to assisting Mr. Barber with the duties of assisting victim's through the complicated criminal legal process, she also works with the Wasco County Juvenile Department as the victim advocate, assisting with juvenile adjudications. Ms. Alaniz-Enriquez is fluent in Spanish.

## **Case Trends**

2021 saw a similar number of criminal cases issued, or filed in court, as in the previous two years. There was a sharp increase in cases issued in 2022 from the previous years. The majority of our referred cases are 1) reports received when an arrest occurred, 2) a person was cited to appear in court out-of-custody, 3) a crime was investigated but an officer did not issue a citation, 4) or officers respond to a death (most frequently of natural causes). Most referrals in the latter two situations result in no criminal charges.

## Case Counts

### Cases Referred for review

1590 cases in 2022

1443 cases in 2021

1521 cases in 2020

1536 cases in 2019

1325 cases in 2018

### Cases Filed with the Court

1048 cases in 2022

953 cases in 2021

980 cases in 2020

954 cases in 2019

898 cases in 2018

Case referrals were statistically consistent, with a significant increase this past year. Across all five years, charging rates were statistically consistent. The charging of cases, however, has drastically changed. Possession of Controlled Substances in small quantities was no longer a crime starting in January 2021, though large and commercial amounts still constitute crimes, and are being charged appropriately. The table below shows examples of many of the crime categories being issued over the past five years. Charging drug crimes has decreased substantially, while charging on other crimes increased in 2021 and 2022. Referral rates and charging stayed consistent indicating that decriminalization of drugs reoriented law enforcement and prosecuting resources to other areas. The other noteworthy law change was Senate Bill 1008, which went into effect in 2020. SB1008 took juveniles, aged 15, 16, and 17, out of automatic waiver into the adult system when the alleged crime was subject to Ballot Measure 11 treatment. Between 2018 and 2019, four juveniles were waived into the adult system under the old Ballot Measure 11 rule.

It is clear that criminally issued property crimes have increased over the course of the last three years. Thefts, criminal mischief, burglaries, and unauthorized use of vehicle cases, have been filed at a significantly higher frequency in the past 2-3 years.

Mental Health crimes have been on the rise, as well. Trespass and Disorderly Conduct are the misdemeanor crimes most associated with individuals suffering from mental health afflictions. Both of those crimes have jumped significantly in the past three years.

	<b>2018 Issued</b>	<b>2019 Issued</b>	<b>2020 Issued</b>	<b>2021 Issued</b>	<b>2022 Issued</b>
<b>Thefts</b>	78	100	136	147	185
<b>Criminal Mischief</b>	50	55	92	95	90
<b>Burglary</b>	22	25	31	55	41
<b>Robbery</b>	8	0	6	10	18
<b>Unauthorized Use of Vehicle</b>	19	17	23	45	34
<b>DUII</b>	141	147	173	183	179
<b>Measure 11</b>	27	17	27	34	40
<b>Domestic Violence cases</b>	55	42	45	63	64
<b>Contempt</b>	39	44	38	33	65
<b>Assaults</b>	90	85	95	114	111
<b>Sex Cases</b>	14	13	5	15	14
<b>Drug Crimes</b>	196	158	117	57	32
<b>Weapon Cases</b>	29	22	20	38	26

<b>Mental Health Crimes</b>	<b>2018 Issued</b>	<b>2019 Issued</b>	<b>2020 Issued</b>	<b>2021 Issued</b>	<b>2022 Issued</b>
<b>Trespass</b>	42	84	167	150	161
<b>Disorderly Conduct</b>	21	52	68	80	47

### Department of Correction Intake

In addition to the above chart, Wasco County had 24 and 22 Department of Correction (DOC) intakes for defendants sentenced to prison terms in 2021 and 2022, respectively. These numbers are consistent with similarly situated counties, such as Hood River, Union, Curry, and Tillamook Counties. Wasco County DOC sentences peaked in 2018, sending 46 defendants to DOC intake. Wasco Co has followed a statewide trend of decreasing prison population with prison intakes dropping by more than 25% from 2018 to 2022.<sup>1</sup>

Through the first ten weeks of 2023, the District Attorney's Office has received 271 referrals and issued 191 new cases, putting the county on pace to receive 1410 referrals and issue 993 cases in 2023. This pace indicates a downturn in referrals for the coming year. However, thus far, cases are being charged out at a higher rate than past years.

### Death Investigations

	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Death Investigations</b>	49	49	43	59	72

Death investigations increased somewhat over the past two years, though the jump is not so statistically significant that increase in population and COVID cannot be ruled out as the biggest contributing factors. Only a single death investigation resulted in criminal charges in 2022.

### **Specialty Courts**

Two specialty courts have been created in the last two years, both with the support and cooperation of Carrie Rasmussen, and the Hood River District Attorney's Office. Neither of these courts would be successful without assistance from other community partners, such as Wasco County Parole and Probation, Center for Living, and our housing partners.

---

<sup>1</sup> [Criminal Justice Commission : Prison Use for All Crime Types : Statistical Analysis Center : State of Oregon](#)

### Treatment Court

When I took office in January 2021, the Wasco County Drug Court was effectively disbanded, with no participants. To rehabilitate the program, the Wasco County DA's Office chose to work with the Hood River DA's Office and Courts to create a new specialty court. The Treatment Court is a marriage between the Hood River DUI Court and the Wasco County Drug Court. This specialty court is focused on individuals involved in criminal behavior due to addiction. Treatment Court holds individuals accountable through intensive counseling and substance abuse treatment. At the time of this writing, the Treatment Court is at its maximum capacity for participants. We are fortunate to have a restored and thriving Treatment Court Program, as these specialty courts can be fragile if the program is fully staffed and supported.<sup>2</sup>

### Mental Health Court

Like the Treatment Court, the Mental Health Court is a joint effort between Wasco and Hood River Counties. The Mental Health Court focuses on individuals where criminal behavior stems from untreated or undertreated mental health issues. Mental Health has become a national crisis, and this specialty court has become a tool to treat it locally. The specialty court seeks to ensure those suffering from mental health diagnoses to comply with counseling, medications, and pay any restitution to victims. Importantly, this specialty court also assists with housing and insurance by guiding them to those resources. The success of a local Mental Health Court is essential to our community. As noted in a recent news article, the Oregon State Hospital is overburdened and expensive to taxpayers.<sup>3</sup>

### Family Dependency Court

The Family Dependency Court (FDC) is now on hiatus with the retirement of Judge Janet Stauffer at the end of 2022. FDC was a specialty court focusing on individuals where criminal behavior is a product primarily of addiction, but also lack of resources. Individuals participating in the program generally have DHS involvement with their children, along with criminal allegations. The court is specifically directed with intensive substance abuse treatment, counseling and accountability directed towards individuals with families. FDC should be making a comeback in the near future, just in a different form. The new FDC will focus on those involved with DHS, but will function outside the criminal system.

---

<sup>2</sup> [Deschutes County to end drug treatment court amid staffing woes | Local&State | bendbulletin.com](#)

<sup>3</sup> [The Aftermath of a Stabbing Spree Highlights Problems at Oregon State Hospital \(wweek.com\)](#)

## **Law Enforcement**

We have strived to have an open door policy with law enforcement, encouraging questions and talking through cases with attorneys. Monthly Q&As are scheduled at The Dalles City Police Station Conference Room, where our attorneys review case law and answer any questions or concerns from the attending officers. All law enforcement agencies are invited to attend these meetings. When requested/invited, we will also attend meetings with the Sheriffs or Oregon State Police.

In addition to meeting with law enforcement, an attorney is always on call to answer any questions or review warrants during non-business hours.

## **Policies**

Office policies were updated and posted on the website.<sup>4</sup>

In addition to general office policies, we have adopted policies concerning Senate Bill 819, which allows individuals to be resentenced on a joint motion from the District Attorney and defense.<sup>5</sup> A committee of citizens has been formed to give me recommendations on applications for resentencing. Eleven individuals have been resentenced utilizing Senate Bill 819 in the past year, all with the approval and recommendation of the committee. Four of those individuals were juveniles, having previously been sentenced as adults, were resentenced to the Oregon Youth Authority as juveniles.

We also launched a new monetary sanction policy early in 2023, which focuses on ensuring victims are compensated first, and court fines are minimized to only those that are statutorily required.

## **Future Planning**

### Staffing

Victim Advocate Coordinator James Barber is working with our grant money to create and fund a new position in the Victim Advocacy Department. The position will focus on restitution, which is a key aspect to ensuring victims of crime can be made as whole as possible. Restitution can be an arduous task for our victim advocacy department, as there are difficult timeline constraints by statute, and document collection that goes into restitution requests. The position is needed to assist our victim advocates and attorneys in ensuring restitution documents are getting from victims to our office and the paperwork is getting to the court in a timely manner.

---

<sup>4</sup> [WCDA Policies 2023.pdf \(revize.com\)](#)

<sup>5</sup> [https://cms5.revize.com/revize/wascocounty/docs/WCDA 819 Policies 2023.pdf](https://cms5.revize.com/revize/wascocounty/docs/WCDA%20819%20Policies%202023.pdf)

### In House Investigator

We are pursuing the possibility of having an investigator inside the District Attorney's office. An in house investigator would be responsible for doing any follow up needed on cases that have been referred from law enforcement or that have already been charged out, writing reports, reviewing jail house phone calls, assisting with finding witnesses reluctant to come to court, assisting with serving subpoenas, and testifying when needed. The position would be part time, but could be full time if split with another agency. The position could potentially be part time with the Wasco County Sheriff's office or joint with the Hood River District Attorney's Office.

### New Policies

New policies concerning veterans involved in the criminal justice system and immigration reform have been drafted, and are being vetted and finalized for implementation later this year.

### Restorative Justice

Six Rivers Mediation received a grant to create a restorative justice program. Restorative justice is a method of dealing with crime that focuses on repairing the harm done to victims, offenders, and the community. It involves a process of negotiation, mediation, empowerment, and reparation that brings together the parties affected by the crime. The Wasco County District Attorney Office is working with them in creating policies and determining case types to refer for restorative justice. The program should launch later in 2023.

A handwritten signature in black ink, appearing to read 'Matthew Ellis', is positioned above a horizontal line.

Matthew Ellis  
Wasco County District Attorney



## AGENDA ITEM

### National Flood Plain Insurance Program Biological Opinion

---

[AOC/LOC COMMUNICATION](#)

---



March 16, 2023

Re: Implementation of National Marine Fisheries Services (NMFS) – FEMA Bi-Op in Oregon

Counties and Cities:

We are writing to invite you to join a new coalition that is forming in response to efforts by the Federal Emergency Management Agency (FEMA) to make changes to the National Flood Insurance Program (NFIP) in Oregon. FEMA sets floodplain development standards that local governments must adopt to participate in the NFIP. In 2016, the NMFS issued a Biological Opinion (Bi-Op) stating that FEMA's implementation of the NFIP in Oregon, and particularly its floodplain development standards, are causing jeopardy to certain threatened and endangered species in Oregon.

This BiOp was issued to FEMA following a federal lawsuit. FEMA has told Oregon cities and counties that if they do not implement these changes to their local floodplain development programs, communities will no longer be eligible for federal disaster assistance, and individuals and businesses in those communities would not be able to purchase National Flood Insurance Program (NFIP) policies.

This is a very significant threat to Oregonians. Many of the mandatory program changes that FEMA has signaled threaten the viability of our communities and are *inconsistent* with existing Oregon land use priorities and programs. These regulatory changes would affect what land could be developed, how land could be developed, and corresponding land values and tax revenues. Implementation of these new regulations will place communities at risk of takings claims and lawsuits from landowners who are forced into compliance. FEMA has stated that they will not provide support for communities defending against these suits.

At the end of last year, many of you signed on to letters that asked members of Oregon's federal delegation to delay implementation of these changes to Oregon's floodplain standards. Unfortunately, Congress did not act in time and FEMA is now starting the environmental review process to evaluate its planned changes to the NFIP in Oregon. FEMA issued the Notice of Intent, beginning the environmental review process on March 6, 2023. 88 Federal Register 13841 (March 6, 2023). <https://www.federalregister.gov/documents/2023/03/06/2023-04495/notice-of-intent-to-prepare-an-environmental-impact-statement-for-oregon>. *Scoping comments are due no later than May 5, 2023.*

FEMA's Draft Implementation Plan, issued in October 2021, outlines the dramatic changes FEMA plans to require to Oregon's city and county floodplain regulations. These implementing regulations focus on prohibiting or severely limiting new development in mapped areas of special flood hazard and imposing a "no net loss of flood storage" requirement.

[https://www.fema.gov/sites/default/files/documents/fema\\_draft-oregon-implementation-plan\\_10052021.pdf](https://www.fema.gov/sites/default/files/documents/fema_draft-oregon-implementation-plan_10052021.pdf).

**UNITED COUNTIES. UNITED OREGON.**

1212 Court St. NE | Salem, OR 97301-4181 | 503.585.8351 | [www.oregoncounties.org](http://www.oregoncounties.org)

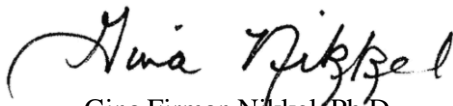
As stated in the Notice of Intent, FEMA plans to hold several scoping meetings in Oregon (in person and virtual) between now and the scoping comment deadline (May 5, 2023). Tillamook County is inviting city and county elected officials and/or planning directors to join us for a virtual meeting to learn about the Oregon NFIP Biological Opinion, FEMA's Draft Implementation Plan, and the ongoing NEPA environmental review process. **This meeting will be held virtually on March 28, 2023, from 3:00-4:30 pm:** [Click here to join the meeting](#). To call in, please dial 971-254-3149 with ID# 977 100 909#.

Our goal is to pull together a coalition comprised of city and county representatives to participate as a collective voice in the NEPA environmental review process and to hopefully change FEMA's Implementation Plan to reduce burdens to local communities.

It is our hope that you will consider joining us in our efforts to participate as a collective voice in the NEPA environmental review process to advocate for local communities from the devastating effects of FEMA's Draft Implementation Plan. We encourage you to share this meeting invitation with fellow city and county elected officials and planning directors.

We look forward to visiting with you all on March 28, 2023.

Regards,



Gina Firman Nikkel, Ph.D.  
Executive Director, AOC  
503-930-0349  
[gnikkel@oregoncounties.org](mailto:gnikkel@oregoncounties.org)



David Yamamoto  
County Commissioner, Tillamook County  
503-701-1235  
[dyamamoto@co.tillamook.or.us](mailto:dyamamoto@co.tillamook.or.us)



Patricia M. Mulvihill  
Executive Director, League of Oregon Cities  
971-428-7271  
[pmulvihill@orcities.org](mailto:pmulvihill@orcities.org)



## AGENDA ITEM

### **Predator Control Funding**

---

[BOLOZER ENTERPRISES MEMO](#)

---

[COMMUNICATION FROM WASHINGTON RANCH](#)

---

[COMMUNICATION FROM SOUTH JUNCTION](#)

---

# Belozer Outdoor Enterprises

---

## *Memo to Wasco County Board of Commissioners*

---

OUR AGREEMENT FOR WILDLIFE DAMAGE MANAGEMENT RUNS ANNUALLY FROM AUGUST 1<sup>ST</sup> THROUGH JULY 31<sup>ST</sup>. AS OF DECEMBER 31, 2022 BOE HAS BILLED WASCO COUNTY A TOTAL OF \$2,210.00 DOLLARS FOR RESPONDING TO WILDLIFE DAMAGE CONCERNS IN THE COUNTY. ALL OF THOSE HOURS BILLED, MINUS THE \$50.00 FOR ONE HOUR OF OFFICE DUTIES PREPARING REPORTS, WERE SPENT ADDRESSING HUMAN SAFETY CONCERNS.

ON 1/18/2023 I SEARCHED FOR A HUMAN SAFETY CONCERN MOUNTAIN LION ON THE YOUNG LIFE RANCH NEAR ANTELOPE – 8 HOURS.

ON 2/12/2023 I RESPONDED TO A HUMAN SAFETY CONCERN REGARDING A MOUNTAIN LION AT THE DULING NATURAL PASTURE RANCH NEAR MAUPIN. I SPENT 8 HOURS ON THE 12<sup>TH</sup> AND 7 HOURS ON THE 13<sup>TH</sup> AND WAS TOO FAR BEHIND THE LION AND DID NOT GET IT REMOVED.

ON 2/24/23 I HUNTED FOR HUMAN SAFETY CONCERN MOUNTAIN LION ON THE YOUNG LIFE RANCH NEAR ANTELOPE FOR 8 HOURS.

ON 2/25/2023 I HUNTED FOR A HUMAN SAFETY CONCERN MOUNTAIN LION ON THE YOUNG LIFE RANCH NEAR ANTELOPE. 3 MOUNTAIN LIONS WERE REMOVED - 1 IN WASCO COUNTY AND THE OTHER 2 IN JEFFERSON COUNTY (THEY WERE ALL TRAVELING TOGETHER; I CAUGHT ONE IN WASCO COUNTY AND THE OTHER TWO CROSSED OVER INTO JEFFERSON COUNTY WHERE THEY WERE CAPTURED AND REMOVED) 4 HOURS OF WORK WERE CHARGED TO WASCO COUNTY; 4 HOURS OF WORK WERE CHARGED TO JEFFERSON COUNTY ON THIS DATE.

ON 3/15/2023 I RECEIVED A COMPLAINT FROM THE BIG COVE RANCH NEAR SOUTH JUNCTION. THE RANCH MANAGER HAD DISCOVERED WHERE A LARGE ADULT MALE MOUNTAIN LION HAD KILLED A CALF VALUED AT 3000.00 DOLLARS. I RESPONDED TO THE COMPLAINT AND BEGAN SEARCHING FOR THE OFFENDING MOUNTAIN LION. IN RESPONDING TO THIS COMPLAINT I SPENT 8 HOURS EACH DAY FROM MARCH 15<sup>TH</sup> THROUGH MARCH 18<sup>TH</sup>. IN THE PROCESS OF HUNTING THIS MOUNTAIN LION, I DISCOVERED AN ADDITIONAL 5 CALVES, VALUED AT \$3,000.00 EACH, WHICH HAD BEEN KILLED BY MOUNTAIN LIONS. THE GEOGRAPHY IS EXTREMELY STEEP AND ROCKY WITH MUCH OF IT COVERED IN THICK BRUSH AND JUNIPER TREES SO UNDOUBTEDLY THERE ARE OTHERS THAT WERE NOT FOUND.

ON 3/21/2023 WITH THE AID OF MY DOGS WE FOUND A TRACK OF THE LION FRESH ENOUGH FOR MY DOGS TO TRAIL LATE IN THE DAY – 8 HOURS. RETURNING ON THE MORNING OF 3/22/2023 WE TRAILED THE LION SEVEN AND A HALF AIR MILES AND CAPTURED AND REMOVED AN EXTREMELY LARGE ADULT MALE MOUNTAIN LION – 8 HOURS.

ON 3/27/2023 I RECEIVED A CALL FROM PETER GRUBB THE MANAGER OF THE YOUNG LIFE RANCH NEAR ANTELOPE, ONE OF THE RESIDENTS HAD AN ENCOUNTER WITH A MOUNTAIN LION RIGHT IN CAMP. I WAS ALREADY WORKING IN THE CENTRAL PART OF JEFFERSON COUNTY SO BY THE TIME I RODE BACK TO MY VEHICLE AND RESPONDED TO THE COMPLAINT SEVERAL HOURS HAD PASSED SINCE THE ENCOUNTER. MY DOGS AND I TRAILED THE LION FOR A LONG DISTANCE BUT THE HIGH WINDS AND CONDITIONS PREVENTED US FROM CATCHING UP WITH THE LION. I PLANNED TO RETURN ON THE 28<sup>TH</sup> BUT BAD WEATHER STOPPED ME. I SPENT 5 HOURS ADDRESSING THIS CONCERN.

I WOULD LIKE TO ADD THAT WHEN WE ORIGINALLY SET UP THE CONTRACT WITH BELOZERS OUTDOOR ENTERPRISES AND WASCO COUNTY, COMMISSIONER KRAMER AND I SPOKE ABOUT THE SMALL AMOUNT BUDGETED FOR ADDRESSING WILDLIFE DAMAGE MANAGEMENT WITHIN WASCO COUNTY. AT THAT TIME HE INFORMED ME THAT IF THERE WAS NEED OF ADDITIONAL WORK, IT COULD BE PAID FOR OUT OF CONTINGENCY FUNDING. I REACHED OUT TO COMMISSIONER KRAMER ON 3/21/2023 AND INFORMED HIM OF THE ONGOING CONCERNS AND HE ADVISED ME TO REACH OUT TO KATHY CLARK AND SET UP A TIME TO PRESENT THESE CONCERNS TO THE COMMISSION.

COSTS FOR THIS CONTRACT YEAR @ \$90 PER HOUR

1<sup>ST</sup> QUARTER 2023 TO DATE:

1.18	8 HOURS = \$720
2.12	8 HOURS = \$720
2.13	7 HOURS = \$630
2.24	8 HOURS = \$720
2.25	4 HOURS = \$360
3.15	8 HOURS = \$720
3.16	8 HOURS = \$720
3.17	8 HOURS = \$720
3.18	8 HOURS = \$720
3.21	8 HOURS = \$720
3.22	8 HOURS = \$720
3.27	5 HOURS = \$450
TOTAL	88 HOURS = \$7,920

2022 4TH QUARTER COSTS BILLED	\$ 2,210
+ 2023 1ST QUARTER COSTS INCURRED	<u>\$ 7,920</u>
TOTAL	\$10,130
LESS CONTRACT CEILING	<u>\$5,000</u>
CURRENT DEFICIT IN FUNDING	\$5,130

I WOULD LIKE TO PROPOSE THAT BOE BE REIMBURSED OUT OF CONTINGENCY FUNDING FOR THE ADDITIONAL HOURS THAT HAVE BEEN PROVIDED. IN ADDITION I WOULD SUGGEST WE HAVE A PLAN GOING FORWARD SO THAT WE CAN ADDRESS THE NEW HUMAN SAFETY CONCERN THAT OCCURRED THIS WEEK AT THE YOUNG LIFE CAMP NEAR ANTELOPE.

THANK YOU FOR TAKING TIME TO MEET AND TALK ABOUT THE CONCERNS OF OUR CONSTITUENTS IN WASCO COUNTY.

# Mountain Lion Human Safety

1 message

**Peter Grubb** <pgrubb@wfr.younglife.org>

Mon, Mar 27, 2023 at 3:25 PM

To: "kathyc@co.wasco.or.us" <kathyc@co.wasco.or.us>

Kathy,

My name is Peter Grubb and I am the Ranch Manager for Young Life's Washington Family Ranch. This morning one of our residents saw a mountain lion on their morning walk in the main camp area. I called Jon Belozar to come out and address the problem due to human safety. He was able to confirm tracks today and is planning to spend time this week finding and catching the lion. The cat left the main camp area this morning and moved directly towards where all our residences are.

Jon mentioned that he was out of funding in Wasco County and that contingency funding may be available through the commission if the need arose. I wanted to make the county commissioners aware of this current need for human safety.

Thank you for supporting Wasco County residence through funding Jon Belozar and his work. It is very important to our residence and guests here at the camp.

Sincerely,

**Peter Grubb**

Ranch Manager

[pgrubb@wfr.younglife.org](mailto:pgrubb@wfr.younglife.org)

541-489-3100 Ext 1118



# South Junction Lion kills

---

**Gary Nannini** [REDACTED]

Tue, Mar 28, 2023 at 1:19 PM

To: Kathy Clark <kathyc@co.wasco.or.us>

Good afternoon Kathy.

This is Gary Nannini at South Junction.

I own a small Ranch on hwy 197. My wife and I lease Kaskela Farms and Axford Ranch. As well as running our cattle on Big Cove Ranches. I am reaching out to you about the great service of having a trapper available in these situations. We run fair and show calves as well as registered blacks Angus cattle. Since November we have lost 6 calves that we know of. This is a pretty hard hit being they are selling for 3000.00 per head. As the cougars seem to be on the rise in our area. John Blozer will be greatly appreciated.

Thank you Gary.

[REDACTED]



## AGENDA ITEM

### Executive Session

---

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

---

[RETURN TO AGENDA](#)

---



**Mid-Columbia  
Community  
Action Council**

ANNUAL UPDATE

# 2022: YEAR IN REVIEW

## In 2022:

- \$5,841,064 in services were accessed by over 4000 individuals and families in our service area of Hood River, Wasco, and Sherman counties.
- Total investment of \$6,534,092 into our communities through client services and assistance, family wage jobs, and Navigation Center development costs, lifting up program participants and the local economy.
- Key projects include preparing for a hub of services with expanded shelter and transitional housing through our Navigation Center and Navigation Center Annex.
- The Mid-Columbia Houseless Collaborative (MCHC) was convened in 2022 by Mid-Columbia Community Action Council (MCCAC) and Washington Gorge Action Programs (WAGAP) to better coordinate the region's efforts to prevent and end houselessness.



## Preventing and Ending Houselessness

**1000 People  
Navigated  
Housing  
Stabilization  
With Caseworkers**



140 community members at risk of eviction did not lose their housing.

115 people transitioned from houselessness into long-term, housing including 17 seniors over the age of 62 and 10 Veterans.

### MCCAC's Housing, Shelter, and Veteran Programs

- Nearly \$1,000,000 in Rapid Rehousing and rent assistance paid to 107 local landlords, stabilizing low-income households and local rental property owners.
- 13,303 nights of shelter were provided across 3 counties
- 39 Veteran households served by Supportive Services for Veteran Families (SSVF) Program

## Keeping People Warm Safe & Healthy in Their Homes

**MCCAC's  
Weatherization &  
Utility Assistance  
Programs Served  
3,441 Local People.**

We paid \$1.4 million to local utility companies on behalf of clients to prevent unnecessary utility shut offs, assuring that local households could stay warm and healthy.



In 2022, 14 homes were weatherized, improving home energy efficiency, and resulting in overall healthier homes. See graphic for county breakdown.

Hood River



Wasco



Sherman

## Working Toward Equity and Racial Justice

### Embedded Across Agency Programs & Priorities

- MCCAC intentionally hires bilingual, bicultural staff, as well as individuals with lived experience of poverty and/or houselessness
- MCCAC is committed to collaboration with culturally specific and culturally responsive partners including Bridges to Health, Nch'i Wana, OHDC (Oregon Human Development Corporation), and The Next Door Inc.



37% of people served by MCCAC Housing Programs were Native, Latinx, or People of Color.

48.4% of households receiving Utility Assistance were Native, Latinx, or People of Color.

57% of households served by MCCAC Weatherization Programs were Latinx community members.

13% of people served by MCCAC Veterans Programs were People of Color, Native, or Latinx.

# Priorities for Upcoming Year



Navigation Center Development - Artist Render



## MCCAC Projects

### Navigation Center - A Hub of Services

As a partnership of public and private agencies, the MCCAC Navigation Center will streamline access to essential services for community members and improve operational efficiency and sustainability for service providers. The Navigation Center is breaking ground and is expected to open in January 2024. Learn more: [mccac.com/navigation-center](https://mccac.com/navigation-center).

### The Annex – Transitional Housing & Shelter

As The Annex to MCCAC's Navigation Center, this converted motel will provide expanded access to approximately 75 beds for people to transition out of houselessness starting in 2023. Coordinated supportive services will be integrated on-site in collaboration with culturally responsive and behavioral health-focused community partners.

Learn more: [mccac.com/the-annex](https://mccac.com/the-annex)

## Key Partnerships

### Mid-Columbia Houseless Collaborative (MCHC)



Partners of the MCHC will work toward the goals outlined in the Collaborative's strategic plan in the priority areas of Shelter, Services, Housing, and Advocacy. Learn more about the Collaborative, its strategic plan, and how to get involved: [midcolumbiahouselesscollaborative.org/](https://midcolumbiahouselesscollaborative.org/)

### Community Organizations

Core culturally specific partners include Nch'I Wana Housing, The Next Door, OHDC, and Bridges to Health. One Community Health's mobile medical unit, La Clinica, will continue weekly visits to shelter sites to provide health and wellness services, and preventative screenings. MCCAC is now partnering with Hood River Shelter Services to lead shelter operations in Hood River County



The Dalles "Pallet Shelter"