



BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, November 21, 2018
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

Minutes, November 7, 2018 Board meeting.
Minutes, November 7, 2018 Work Session

VISITOR COMMENTS - 5 MINUTE LIMIT

CONSENT AGENDA:

- (A) Ratify the Select to Pay for the week of 11.12.18 & 11.19.18.
- (B) Approve Personnel Action for Sarah Hanson.
- (C) Approve the transfer of the Environmental Health Program from the Land Development Services Department to the Public Health Department, effective January 1, 2019.
- (D) Approve revised job description for Land Development Services Director, effective January 1, 2019.
- (E) Approve revised job description for Public Health Director, effective January 1, 2019.
- (F) Order No. 51-2018, "In the Matter of Amending Policies and Procedures for Compliance with Title II of the Americans with Disabilities Act."
- (G) Order No. 52-2018 " In the Mater of the Petition by Rightline Equipment Inc. To Name a New Private Road, located off of Dike Road, near Rainier, "Rightline Drive".

AGREEMENTS/CONTRACTS/AMENDMENTS:

- (H) C63-2018-5 Fifth Amendment to Oregon Health Authority 2018-2019 for the Financing of Public Health Services and Authorize the Chair to Sign.
- (I) C98-2018 - Personal Services Contract with Columbia Counseling & Consultation for Teen and Family Transition Program.

- (J) C115-2018 - Amended Juvenile Crime Prevention Plan.
- (K) C116-2018 - Amendment No. 1 to Oregon Department of Transportation Fund Exchange Agreement No. 32254 for EM Watts Road and Dutch Canyon Road Projects.

DISCUSSION ITEMS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER MAGRUDER COMMENTS:

COMMISSIONER TARDIF COMMENTS:

EXECUTIVE SESSION:

Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.

JOB DESCRIPTION: **DIRECTOR, LAND DEVELOPMENT SERVICES**

DATE: 03/01/2009

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|---------------|---------------------------|-----------------|------------|
| EXEMPT (Y/N): | Yes | JOB CODE: | CSC Exempt |
| DEPARTMENT: | Land Development Services | CLASSIFICATION: | 319 |
| SUPERVISOR: | Board of Commissioners | SALARY RANGE: | E07 |
| UNION (Y/N): | No | LOCAL: | NA |

GENERAL STATEMENT OF DUTIES: Responsible for professional performance and administration of the Land Development Services Department for Columbia County. Responsible for planning, organizing and directing the activities of the Department.

Fairly enforce all laws, regulations, ordinances, and standards to ensure maximum compliance and to protect the public health and safety. Plan, organize and direct all Departmental activities, including those with other governmental units and private organizations. Work directly with a wide range of community groups, public and private sector officials, County employees, individual citizens and as part of the County management team.

Promote excellence, dependable performance, responsible customer services, pride, initiative, commitment, cooperation, safety and a team approach throughout the Department. Evaluate and define Departmental programs and policies along with the development of budget proposals in accordance with the vision of the County as articulated by the Board of County Commissioners. Supervise staff of professional, technical and office support staff and hold them accountable for results.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following which are intended to be descriptive and not restrictive. Other duties may be assigned as needed.

Plan, organize, direct and coordinate all activities of the Department. Ensure development and implementation of all Departmental goals, work programs, policies and procedures.

Serve as, or appoint designee to serve as, statutory Planning Director.

Provide final review, and recommendation to the Board of County Commissioners for the Departmental work plan and budget.

Direct the preparation of and review meeting agendas, staff reports, legal notices and official correspondence regarding land development issues.

Oversee the development of intergovernmental agreements and approve professional service contracts for supplementing staff work programs.

Ensure Departmental representation at all meetings of the Board of County Commissioners, Planning Commission, local planning advisory committees, solid waste advisory committee, surface mining and land reclamation committee, realtors and homebuilders associations and other various committees and groups. Ensure appropriate written and oral presentations before all of the above.

JOB DESCRIPTION: **DIRECTOR, LAND DEVELOPMENT SERVICES**

DATE: 03/01/2009

Participate in professional organizations and activities related to land development.

Respond to and be a liaison for resolving questions, concerns and complaints regarding department activities.

Administer County's sub-surface sewage disposal program. Coordinate activities with state agencies.

Develop and maintain positive public relations with all customers and be responsive to customer needs. Ensure that Departmental processes are "user friendly".

Identify opportunities and plan for changing work processes and procedures to ensure innovative solutions.

Coordinate departmental activities and cooperate with other representatives of other related public bodies.

Formulate and present departmental budget for review by Board of County Commissioners. Monitor and manage fiscal operations of the Department to remain within budgetary constraints.

Follow all safety rules and procedures established for work areas. Comply with all County policies and procedures. Ensure departmental compliance with County policies and procedures.

SUPERVISORY RESPONSIBILITIES: Directly supervise 4-7 senior staff, including the Chief Planner, Senior Building Official, Senior LDS Clerk, Sanitarians and the Solid Waste Planner, who supervise additional staff of 9-12.

- Ensure that Department plans and goals are effectively communicated throughout the Department so that individual work plans maintain progress toward Department goals.
- Fulfill role as appointing authority for Department to ensure the hire of qualified candidates. Ensure that each Departmental employee receives written, clearly stated goals and expectations.
- Ensure that each Departmental employee is held accountable for meeting those goals and expectations and take corrective actions if not met.
- Conduct regular, formal and informal, evaluations of Departmental employees.
- Provide training opportunities for Departmental staff.
- Diagnose organizational needs, designing approaches and facilitating interventions to optimize Departmental communication, cooperation, teamwork, participation and results.
- Discharge all supervisory responsibilities in accordance with the County's policies and procedures, collective bargaining agreements, and State and Federal laws.
- Coordinate all personnel functions with the Human Resources Department.

SUPERVISION RECEIVED: Work is performed with considerable independence under the general direction of the Board of County Commissioners and is reviewed jointly by the Board and Director through conferences, reports and the effectiveness of programs in accomplishing Departmental goals and objectives.

JOB DESCRIPTION: DIRECTOR, LAND DEVELOPMENT SERVICES

DATE: 03/01/2009

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: Equivalent to a four year university education in business, public administration, planning or biological science or closely related field. Five years' increasingly responsible management experience at a minimum level equivalent to a Senior/Chief staff member, including at least three years of supervisory or lead work experience. Any satisfactory combination of experience and training may be substituted for these requirements.

SPECIAL LICENSES, CERTIFICATIONS: Possession of a valid driver's license and an acceptable driving record.

KNOWLEDGE, SKILL AND ABILITY: Thorough knowledge of modern land use principles and practices. Considerable knowledge of Oregon land use statutes, administrative rules and case law. Considerable knowledge of socio-economic and legal implications of land use planning. Extensive knowledge of management principles and practices of human and financial resource management.

Familiarity with the use of personal computers and general business software such as word processing and spreadsheets.

Ability to:

- Plan, implement, and evaluate Department activities based on policy guidelines, regulations and laws.
- Think conceptually and quickly get to the heart of a problem.
- Set priorities and develop realistic solutions to problems.
- Express ideas effectively, verbally and in writing. Use sound judgment and not be afraid to take reasonable risks.
- Adapt flexibly to change or new situations and acknowledge and work through conflict openly. Accept responsibility and be able to work well with ambiguity.
- Model the positive behavior desired in others and promote collaboration and shared responsibility for Departmental success. Look for opportunities for people to contribute, develop skills, take responsibility and be trusted.
- Develop and maintain harmonious and effective working relationships with employees, other agencies, County officials and the general public.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Minimal, involving the movement of boxes, files, equipment, etc., seldom exceeding 20 pounds.

WORK ENVIRONMENT The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

General office environment.

COLUMBIA COUNTY, OREGON
 JOB DESCRIPTION: **PUBLIC HEALTH DIRECTOR**
 DATE: 09/19/2018

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|----------------------|-------------------------------|------------------------|-------------------|
| EXEMPT (Y/N): | Yes | JOB CODE: | CSC Exempt |
| DEPARTMENT: | Public Health | CLASSIFICATION: | 509 |
| SUPERVISOR: | Board of Commissioners | SALARY RANGE: | E07 |
| UNION (Y/N): | No | LOCAL: | NA |

GENERAL STATEMENT OF DUTIES: Responsible for the professional performance and administration of the Public Health Department for Columbia County. Responsible for planning, organizing and directing the activities of the Department.

Fairly enforce all laws, regulations, ordinances, and standards to ensure maximum compliance and to protect the public health and safety. Plan, organize and direct all Departmental activities, including those with other governmental units and private organizations. Work directly with a wide range of community groups, public and private sector officials, County employees, individual citizens and as part of the County management team.

Promote excellence, dependable performance, responsible customer services, pride, initiative, commitment, cooperation, safety and a team approach throughout the Department. Evaluate and define Departmental programs and policies along with the development of budget proposals in accordance with the vision of the County as articulated by the Board of County Commissioners

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Act as Local Public Health Administrator for Columbia County. Ensure that the County, as Local Public Health Authority (LPHA), performs all statutorily required governance actions of a LPHA, including adopting Local Public Health Modernization Assessment. Ensure that the County, as LPHA, complies with all federal, state and local rules and regulations related to its authority. Ensure compliance with the Intergovernmental Agreement with the State of Oregon.

Develop and effectively implement appropriate requests for provision of public health services in the County.

Monitor all public health contract providers, delivery of program element services and promptly report any major deficiency or provider non-compliance. Take prompt action to ensure any such deficiencies or non-compliance is resolved.

Organize development and execution of County comprehensive public health plan. Analyze information, legislation, rules, regulations, issues, policy options, etc., and identify opportunities for service integration. Compile and summarize relevant information and develop recommendations for Board decisions.

Oversee the coordination of the public health emergency preparedness program.

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JOB DESCRIPTION: **PUBLIC HEALTH DIRECTOR**
DATE: 09/19/2018

Promote community awareness of and interest in public health issues, strategies and goals.

Oversee the County's environmental health program which includes but is not limited to the following programs: on site sewage, public water/food quality, stormwater and erosion control ordinance.

Secure active participation in and facilitate partnerships among citizens, representatives of advisory groups and other groups planning for the delivery of health services. Serve as liaison with local media and community groups and on a statewide basis with other Public Health representatives.

Conduct research on Public Health issues and model programs, based on the wellness model. Assess needs, analyze, develop and evaluate service outcome indicators based on locally developed and prioritized benchmarks.

Organize and provide training and technical assistance to local service providers, public agency representatives and the general public. Design and present informational programs; respond to inquiries; moderate viewpoints and build community consensus.

Develop and write reports, presentation documents, press releases, correspondence and other documents.

Represent the County at State and County level meetings. Assist Board of Commissioners in strategic planning, analyzing resources and needs, resolving problems and developing County policy.

Formulate and present departmental budget for review by Board of County Commissioners. Monitor and manage fiscal operations of the Department to remain within budgetary constraints. Prepare and oversee program related contracts and grants.

Follow all safety rules and procedures established for work areas. Comply with all County policies and procedures.

SUPERVISORY RESPONSIBILITIES: Directly supervise 4-6 staff.

- Ensure that Department plans and goals are effectively communicated throughout the Department so that individual work plans maintain progress toward Department goals.
- Fulfill role as appointing authority for Department to ensure the hire of qualified candidates. Ensure that each Departmental employee receives written, clearly stated goals and expectations.
- Ensure that each Departmental employee is held accountable for meeting those goals and expectations and take corrective actions if not met.
- Conduct regular, formal and informal, evaluations of Departmental employees.
- Provide training opportunities for Departmental staff.
- Diagnose organizational needs, designing approaches and facilitating interventions to

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JOB DESCRIPTION: **PUBLIC HEALTH DIRECTOR**
DATE: 09/19/2018

optimize Departmental communication, cooperation, teamwork, participation and results.

■ Discharge all supervisory responsibilities in accordance with the County's policies and procedures, collective bargaining agreements, and State and Federal laws.

■ Coordinate all personnel functions with the Human Resources Department.

SUPERVISION RECEIVED: Work is performed with considerable independence under the general direction of the Board of Commissioners and is reviewed jointly by the Board through conferences, reports and the effectiveness of programs in accomplishing Departmental goals and objectives.

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: Master's Degree in public health administration, behavioral, social or health science or related field. At least five years' increasingly responsible experience in a closely related field. A Bachelor's degree with sufficient additional experience will be considered. Any satisfactory combination of experience and training which provides the required knowledge, skills and abilities may be considered.

SPECIAL LICENSES, CERTIFICATIONS: Possession of a valid driver's license and an acceptable driving record.

KNOWLEDGE, SKILL AND ABILITY: Thorough knowledge of the principles and practices of public health and public health administration. Knowledge of statutes, rules and codes governing community health services. Knowledge of administrative principles associated with budgeting, program planning and contract management. Ability to meet deadlines and work independently in cooperation with community and agency representatives.

Familiarity with the use of personal computers and general business software such as word processing and spreadsheets.

Ability to:

Plan, implement, and evaluate Department activities based on policy guidelines, regulations and laws.

Think conceptually and quickly get to the heart of a problem.

Set priorities and develop realistic solutions to problems.

Express ideas effectively, verbally and in writing. Use sound judgment and be willing to take reasonable risks.

Adapt flexibly to change or new situations and acknowledge and work through conflict openly. Accept responsibility and be able to work well with ambiguity.

Model the positive behavior desired in others and promote collaboration and shared responsibility for Departmental success. Look for opportunities for people to contribute, develop skills, take responsibility and be trusted.

COLUMBIA COUNTY, OREGON
JOB DESCRIPTION: **PUBLIC HEALTH DIRECTOR**
DATE: 09/19/2018

Develop and maintain harmonious and effective working relationships with employees, other agencies, County officials and the general public.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Minimal, involving the movement of boxes, files, equipment, etc., seldom exceeding 20 pounds.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

General office environment. Position requires recurring attendance at evening meetings and occasional weekend assignments. Attendance at meetings will require travel throughout the

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Amending Policies and)
Procedures for Compliance with Title II) Order No. 51-2018
of the Americans with Disabilities Act)

WHEREAS, Title II of the Americans with Disabilities Act (the ADA), and regulations implementing the ADA, 28 CFR Part 35, prohibit discrimination on the basis of disability by public entities; and

WHEREAS, 28 CFR 35.106 requires the County to disseminate sufficient information to applicants, participants, beneficiaries, and other interested persons to inform them of the rights and protections afforded by the ADA; and

WHEREAS, methods of providing such information include, but are not limited to, the publication of information in pamphlets, and the display of informative posters in public places; and

WHEREAS, 28 CFR 35.107 requires the County to designate a responsible employee or employees as coordinators of this policy and to establish a grievance procedure for resolving complaints of violations of the ADA at the local level; and

WHEREAS, on June 11, 2008, by Order No. 44-2008, the Board of County Commissioners adopted an ADA Notice and Grievance Procedure; and

WHEREAS, the Board of County Commissioners has since updated the ADA Notice and Grievance Procedure by Order No. 86-2011, Order No. 15-2013, Order No. 45-2016, and Order No. 11-2017; and

WHEREAS, the ADA Notice and Grievance Procedure must once again be updated to reflect a change in staff;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The Board of Commissioners appoints Todd Wood, Transit Director, as the ADA Title II Coordinator for CC Rider.
2. The Board adopts the Amended ADA Notice and Grievance Procedure which is attached hereto as Exhibit 1 and is incorporated herein by this reference.

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3. Copies of Exhibit 1 shall, at a minimum, be made in pamphlet and poster form and shall be made available to the public on the County Website.

Dated this _____ of November, 2018.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Margaret Magruder, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Alex Tardif, Commissioner

Approved as to form

By: _____
Office of County Counsel

AMENDED ADA NOTICE AND GRIEVANCE PROCEDURE

[Rev'd 11.18]

WHAT IS THE ADA?

The Americans with Disabilities Act of 1990 (ADA) provides civil rights protections to individuals with disabilities like those provided to individuals on the basis of race, color, sex, national origin, age, and religion. The ADA guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, State and local government services, and telecommunications. Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of disability in any program receiving Federal financial assistance. Compliance with Title II of the ADA satisfies Section 504 of the Rehabilitation Act of 1973.

WHAT IS TITLE II?

The ADA has five sections or "titles" which address different areas of the law. Title II of the ADA addresses state and local governments, such as Columbia County. Title II of the ADA protects qualified individuals with disabilities from discrimination on the basis of disability in accessing services, programs, or activities.

WHO ARE INDIVIDUALS WITH DISABILITIES?

The ADA protects three categories of individuals:

- 1) Individuals who **have** a physical or mental disability that substantially limits one or more major life activities – including blindness, deafness, cerebral palsy, cancer, heart disease; mental retardation, brain injury, emotional or mental illness, and specific learning disabilities.
 - 2) Individuals who have a **record** of a physical or mental disability that substantially limited one or more of the individual's major life activities, including people who have recovered from mental or emotional illness, drug addiction, heart disease, or cancer.
 - 3) Individuals who are **regarded as having** such a disability, regardless of whether they have the disability. Common examples are someone who is obese or someone who is scarred due to injury, where there is no functional implication, but people may regard the person as having a disability even though they do not.
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WHO ARE "QUALIFIED" INDIVIDUALS WITH DISABILITIES?

To be qualified, the individual must meet the essential eligibility requirements for receipt of services or participation in County programs, activities, or services with or without –

- 1) Reasonable modifications to a public entity's rules, policies, or practices;
- 2) Removal of architectural, communication, or transportation barriers; or
- 3) Provision of auxiliary aids and services.

Health and safety factors can be taken into account in determining who is qualified. An individual who poses a "direct threat" to the health or safety of others is not qualified. A direct threat is a significant risk of substantial harm to the health or safety of others that cannot be eliminated or reduced to an acceptable level by accommodations or modifications to the program. This threat must be real and may not be based on generalizations or stereotypes about the effects of a particular disability.

WHAT ARE THE REQUIREMENTS OF TITLE II?

Equality in participation and benefits: Those with disabilities must have an equally effective opportunity to participate in or benefit from County programs, services, and activities. (See the "Equally Effective Communication" section below) Examples –

A deaf individual does not experience equal opportunity to benefit from attending a public meeting if she does not have access to what is said through an interpreter or by using an assistive listening device.

Someone who uses a wheelchair will not have an equal opportunity to participate in a program if applications must be filed in a second floor office of a building without an elevator.

Use of printed information alone is not equally effective for those with low vision who cannot read regular written material.

Integrated setting ("mainstreaming"): Individuals with disabilities cannot be excluded from regular programs or required to accept accommodations. The County may offer separate or special programs when necessary to provide people with disabilities an equal opportunity to benefit from the programs. Examples –

A recreation department sponsors a separate basketball team for wheelchair users.

A museum offers a tour for blind people which permits them to touch and handle specific objects on a limited basis (but cannot exclude a blind person from the standard tour).

Eligibility criteria and medical inquiries: The County's eligibility criteria for participation in its programs, services, or activities must not screen out or tend to screen out people with disabilities, except in rare instances when such requirements are necessary. A program cannot request medical information unless it can demonstrate that each piece of information requested is needed to ensure safe participation in the program.

Safety: The County may impose legitimate safety requirements necessary for the safe

operation of its services, programs, and activities. Safety requirements must be based on real risks, not on speculation, stereotypes, or generalizations about people with disabilities

Surcharges: Although providing accommodations may result in some additional cost, the County may not place a surcharge only on particular individuals with disabilities to cover expenses. For example, there can be no extra program charge to a deaf person who benefitted from interpreter services, or to groups of people with disabilities, but a tuition fee may be increased for all students.

Reasonable modifications: The County must reasonably modify its policies, practices, or procedures to ensure access and equal opportunity to individuals with disabilities. For example, a lengthy and complex application process could be modified for people with mental disabilities who are unable to complete the process on their own. Modifications might include simplifying the process or individually assisting applicants.

Personal services and devices: The County is not required to provide people with disabilities with personal or individually prescribed devices (hearing aids or communication devices) or to provide services of a personal nature (such as assistance in eating, toileting or dressing).

Maintenance of accessible features: The County must ensure equipment and features of facilities that provide accessibility to disabled persons are in working order and accessible to individuals with disabilities. Isolated or temporary interruptions in access due to maintenance and repair of accessible features are acceptable.

WHAT IS EQUALLY EFFECTIVE COMMUNICATION?

The County must ensure that its communications with people with disabilities are as effective as its communications with others. The County is required to provide appropriate auxiliary aids and services where necessary to ensure effective communication. Primary consideration must be given to the choice of auxiliary aid requested by the disabled person. Whatever accommodation is requested, the County must seek to provide it unless it is determined to be an undue administrative or financial hardship, or another effective means of communication exists. Examples of auxiliary aids and services –

Deaf or hard of hearing: qualified interpreters, notetakers, real-time captioning, written materials, assistive listening systems, open and closed captioning, TTYs, and exchange of written notes.

Blind or low vision: qualified readers; audiotape, Braille, or large print materials; and assistance in locating items.

Speech disability: TTYs, computer terminals (just take turns typing back and forth).

WHAT ARE THE REQUIREMENTS FOR FACILITY ACCESS?

The County must ensure its programs, activities, and services are accessible to individuals with disabilities. One key aspect of that is facilities access.

New Construction: All newly constructed facilities (begun after 1-26-92) must be in strict compliance with federal and state building accessibility codes.

Alteration and Renovation of Existing Construction: The County is required to make modifications to existing facilities that are "readily achievable" to ensure services, programs and activities are accessible. Some exemptions are provided for historic properties. In addition, generally, if a facility or part of the facility will be significantly altered or renovated, meeting current code requirements may be applicable.

Overall Program Access: The County is not necessarily required to make every pre-ADA facility fully compliant with current accessibility codes. However, County services, programs, or activities must be accessible to and usable by people with disabilities when viewed in their entirety. This is called "overall program access."

Overall program accessibility can be achieved a number of ways. Structural options include altering existing facilities or constructing new ones. Nonstructural options include—

Acquisition or redesign of equipment

Assignment of aides to assist individuals with disabilities

Provision of services at alternate accessible sites

The County must give priority to the option that results in the most integrated setting appropriate to encourage interaction among all users, including those with disabilities.

WHAT ARE THE ADMINISTRATIVE REQUIREMENTS?

Columbia County ADA Coordinators

The County has designated four ADA Title II Coordinators to ensure that complaints are handled promptly.

Employment

The Human Resources Director, Jean Ripa, is the Title II Coordinator for all employment related ADA questions or complaints. She advises County employees, County Contractors and the public about the ADA as it relates to employment issues and the County's compliance obligations, and also handles the investigation of grievances filed by the public alleging discrimination in County employment programs, services, or activities.

Jean Ripa is located in the Human Resources Department in the Columbia County Courthouse Annex on the Third Floor, 230 Strand Street, St. Helens, Oregon 97051; 503-397-7264. ADA questions and grievances related to employment should be directed to Jean Ripa.

Jail

Captain Tony Weaver is the Title II Coordinator for all Jail related ADA questions or complaints. He advises County employees, County contractors and the public about the ADA as it relates to the Jail and the County's compliance obligations, and also handles the investigation of grievances filed by the public alleging discrimination in County Jail programs, services, or activities. The Columbia County Captain is located in the Columbia County Justice Facility, 901 Port Avenue, St. Helens, Oregon 97051; 503-366-4603. ADA questions and grievances related to the Jail should be directed to the Columbia County Captain Tony Weaver.

Columbia County Rider Transportation

The Columbia County Rider Transportation (CC Rider) Administrator, Todd Wood, is the Title II Coordinator for all CC Rider related ADA questions or complaints. He advises County employees, County contractors and the public about the ADA as it relates to CC Rider programs, services, or activities and the County's compliance obligations, and also handles the investigation of grievances filed by the public alleging discrimination in CC Rider programs, services, or activities. Todd Wood is located in the Columbia County St. Helens Transit Facility, 1155 Deer Island Road, St. Helens, Oregon 97051; 503-366-8504. ADA questions and grievances related to CC Rider should be directed to Todd Wood.

Other

Columbia County has designated Columbia County Counsel, Sarah Hanson, as the County's ADA Title II Coordinator for all non-employment, non-Jail, and non-CC Rider related ADA questions and grievances. She advises County employees, County contractors, and the public about the ADA and Columbia County's compliance obligations, and also handles the investigation of grievances. Sarah Hanson is located in the Columbia County Courthouse, Room 20, 230 Strand St, St. Helens, Oregon 97051; 503-397-3839.

GRIEVANCE PROCEDURE

The prompt and equitable resolution of all ADA grievances shall be achieved through the following review process:

1. Employment related ADA grievances are investigated and resolved under the Columbia County Personnel Rules. The rules are available through the Columbia County Human Resources Director, Jean Ripa. Employment related grievances shall be addressed to the Columbia County Human Resources Director, 230 Strand Street, St.

Helens, Oregon 97051. Phone 503-397-7264.

2. Jail related ADA grievances are investigated and resolved by Captain Tony Weaver. Complaints should be addressed to Columbia County Captain, Tony Weaver, 901 Port Avenue, St. Helens, Oregon 97051. 503-366-4603. Grievances will be resolved under the Jail's ADA policies and procedures, which are available at the Jail.
3. CC Rider related ADA grievances are investigated and resolved by the CC Rider Administrator, 1155 Deer Island Road, St. Helens, Oregon 97051; 503-366-8504. Complaints should be addressed to Todd Wood, and will be resolved according the procedure set forth in 4, below.
4. All other non-employment, non-Jail, non-CC Rider complaints should be addressed to the Office of County Counsel, Room 20, 230 Strand Street, St. Helens, Oregon 97051. Phone: 503-397-3839; Fax 503-366-3925, and will be resolved according to the following procedure:
 - a. A complaint regarding access or discrimination should be filed in writing or verbally. It must contain the name and address of the person filing it, and briefly describe the alleged violation.
 - b. A complaint should be filed within thirty days after the complainant becomes aware of the alleged violation.
 - c. An investigation, as may be appropriate, shall follow the filing of a complaint. The ADA Coordinator shall issue a written determination as to the validity of the complaint and a description of the resolution after consulting with appropriate County staff within a reasonable period of time. The ADA coordinator shall attempt to issue a written determination within 30 days of receipt of a complaint.
 - d. If the Complainant is not satisfied with the resolution provided by the ADA Coordinator, the Complainant shall notify the ADA Coordinator that the Complainant is not satisfied. Upon receipt of such notice, the ADA Coordinator shall forward the Complaint, the written resolution and all supporting documentation to a Review Panel. The Review Panel shall consist of the Columbia County Human Resources Director, the Columbia County Facilities Manager, and the Columbia County Clerk. The Review Panel shall review the written resolution for compliance with Title II of the ADA, and shall issue a written determination within a reasonable amount of time. The Review Panel shall attempt to issue a written determination within 30 days of receipt of a complaint. The Review Panel's determination is final.
5. The ADA Coordinator shall maintain the files and records of the County relating to complaints filed.
6. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies, such as the filing of an ADA complaint with the responsible department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.
7. When notice is to be provided, phone notification shall also be made in cases involving visually impaired individuals.
8. The ADA Coordinator may modify this grievance and appeal process in order to assure equal access to programs, services and activities for people with disabilities.

9. Columbia County will make appropriate arrangements to ensure that disabled persons are provided other accommodations, if needed, to participate in this grievance process. Such arrangements may include, but are not limited to, providing interpreters for the deaf, providing taped cassettes of material for the blind, or assuring a barrier-free location for the proceedings. The Coordinator will be responsible for such arrangements.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Petition by Rightline
Equipment Inc. to Name a New Private Road,
located off of Dike Road, near Rainier, "Rightline
Drive"

ORDER NO. 52 - 2018

WHEREAS, the Columbia County Board of Commissioners can name a private road if citizens so request, and if the Director of the County Land Development Services Department determines that under the circumstances, naming the private road/access would serve the interest of the public and be beneficial to the County; and

WHEREAS, on September 20, 2018, Rightline Equipment Inc. submitted a petition to name a new private road/access off of Dike Road near Rainier; and

WHEREAS, the new private road/access serves one property known as Tax Map ID Number 7218-A)-00100 and will be able to serve the two adjacent M-1 zoned properties known as Tax Map ID Numbers 7218-A0-00200 and 7207-D0-01603;

WHEREAS, the petitioner's 1st choice road name, Rightline Drive, for the new private road/access off of Dike Road near Rainier does not conflict with any other road names in the County; and

WHEREAS, the Director of Land Development Services has determined that the petition meets the criteria set forth in Ordinance No. 81-6 (Rural Addressing Ordinance), Sections 3 and 7, as amended by Ordinance No. 2015-1, regarding the naming of private roads and recommends petitioner's 1st choice, "Rightline Drive". The Director's recommendation is attached hereto as Exhibit A and is incorporated herein by this reference.

NOW THEREFORE, IT IS HEREBY ORDERED that the new private road/access serving the industrially developed property located on current Tax Map ID Numbers 7218-A0-00100, 7218-A0-00200, and 7207-D0-01603 shall be named "Rightline Drive."

Dated this ___ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to Form

By: _____
Margaret Magruder, Chair

By: _____
Office of County Counsel

By: _____
Henry Heimuller, Commissioner

By: _____
Alex Tardif, Commissioner

BOARD COMMUNICATION

FROM THE LAND DEVELOPMENT SERVICES DEPARTMENT
MEETING DATE: November 7, 2018 Board Work Session

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Todd Dugdale, Director of Land Development Services *TD*

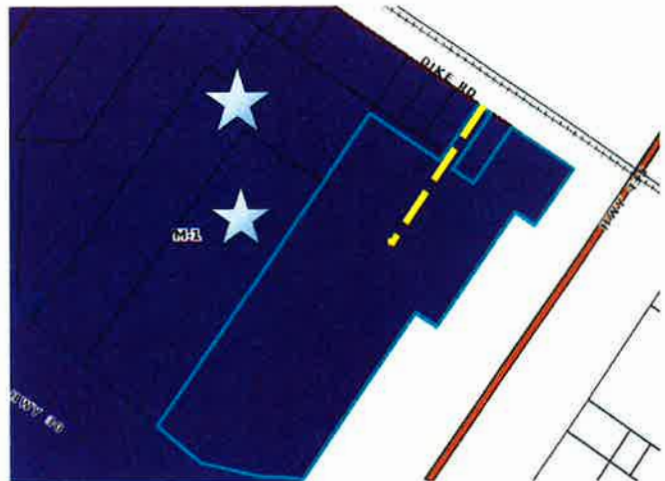
SUBJECT: PRIVATE ROAD NAMING-“RIGHTLINE DRIVE”
John Hamlik, Applicant
Private Access off Dike Road in Rainier

DATE: October 26, 2018

PROPOSAL:

The applicant, Rightline Equipment Incorporated, has submitted a request to name the existing 50' access to their 23 acre site currently addressed at 29120 Dike Road in Rainier. As shown in the submitted maps, this subject property is zoned for Heavy Industrial (M-1) uses and contains 9 buildings that are used for Rightline’s manufacturing and storage of forklift equipment. Rightline has existed at this location since the 1970s. Within the last two years, the County has approved two Site Design Reviews (DR 16-02 & DR 18-09) authorizing their needed expansion of these manufacturing facilities. These land use decisions have authorized the construction of one new 52,250 square foot Building G as well as a 2,300 square foot expansion for the connection of existing Buildings C & E as shown in the attached maps.

Aerial View of Rightline Drive and M-1 Zoning of Two Adjacent Properties



Currently there are no other developed properties that are using this access. However, the two adjacent M-1 zoned properties to the west (shown on Page 1) consist of 20 acres and are under the same ownership of the subject 23-acre site, Hamlik Properties LLC.

Planning Staff's research on the historical use of this access revealed it was originally platted in 1923 as the northern portion of Welch Street in the *Plat of West Rainier Unit A*. Further research confirmed the applicant purchased this Easement for road purposes in 2013 from John and Tami Slape through the recording of Instrument 2013-009407. This conveyance specifically described this easement as "All that portion of vacated Welch Street, also known as 6th Street, lying Westerly of Lots 9 and 10 Block 6 and lying Easterly of Lot 1 Block 7, all in Unit A West Rainier". Copies of the Plat of West Rainier Unit A and Instrument Number 2013-004133 are attached. Essentially, the applicant has re-established this portion of platted and vacated Welch Street by installing the necessary road and utility improvements designed to support their existing 23 acres of industrial development as well as the future 20 acres of industrial development on the adjacent two properties.

The applicant has worked with the Columbia River Fire & Rescue (CRF&R) and the County Road Department over the past year to design and install all new site improvements in compliance with the minimum and applicable provisions of the Oregon Fire Code as well as the County Road Standards Ordinance. Provided the Board approves this naming request, the applicant has agreed to adhere to the CRF&R's request to not only use one new address off Rightline Drive for their entire site, but to also clearly label Buildings A - J to help expedite emergency response time to specific facilities located on the 23 acre site..

On May 30, 2018, the CRF&R accepted the plan which identify the location of installed fire hydrants and fire lines throughout the 23 acre site as demonstrated in the attachments. Likewise, the County Transportation Planner did not have any concerns with these same improvements to this access even though it does not serve three or more houses as required for the naming of private roads in Section 7.04 of the County's Rural Addressing Ordinance.

Consequently, and because this access does not serve three homes, Andrew Niemi from Lower Columbia Engineering submitted the attached October 1, 2018 letter explaining how the applicant's request to essentially name and re-establish this portion of vacated Welch Street will allow safer and better access for vehicular traffic utilizing the 23-acre site's multiple facilities. Specifically Mr. Niemi states the naming and improvements are intended to:

1. Provide fewer access points along Dike Road with one new "Rightline Drive" signed access,
2. Accommodate a new guard station to improve the security of all facilities,
3. Relocate all employee parking to one location with access to sidewalks;
4. Install minimum road standards for large delivery vehicles, and
5. Provide emergency responders with one primary point of access to the entire site to expedite response time.

All agencies who were notified of this request did not have any other issues with the site development and the applicant's first choice of naming this access as "Rightline Drive." After the Board's approval of this new name, Land Development Services will officially change Rightline Equipment Inc.'s address from Dike Road to Rightline Drive. AS requested by CRF&R, the applicant has provided CRF&R with a map of the entire 23-acre site that identifies each labeled Building

FINDINGS:

The submitted application for the naming of "Rightline Drive" meets the Purpose of the Columbia County Rural Addressing Ordinance which is to provide emergency services as well as interested businesses with the necessary information to locate dwellings/development as set

forth in Sections 3 and 7.05 of Ordinance 81-6 as amended.

Rightline Drive has the potential to also serve future 20 acres of additional M-1 development on the two adjacent properties under the same ownership, Hamlik Properties LLC.

The naming of Rightline Drive will also re-establish this portion of the subject property that was originally intended to be used as a road when it was first platted in 1923 as "Welch Street" in the Plat of West Rainier, Unit A.

LDS Staff, the County Road Master, Columbia 911, and Columbia River Fire & Rescue all support the 1st choice of "Rightline Drive" and find no conflicting road names.

RECOMMENDATION:

Staff recommends approval of applicant's 1st choice for the site's access to be named "Rightline Drive."

ATTACHMENTS:

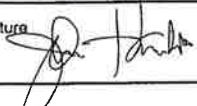
1. **Application to Name a Rightline Drive & Maps**
2. **Instrument # 2013-009407 and Plat of West Rainier Unit A**
3. **Correspondence from CRF&R and County Transportation Planner**
4. **Referral And Acknowledgments**
5. **Draft Board Order**

**COLUMBIA COUNTY
LAND DEVELOPMENT SERVICES**

Columbia County Courthouse ♦ St. Helens, Oregon 97051 ♦ (503) 397-1501 ♦ Fax: (503) 366-3902

~~P 200~~
Road #20

APPLICATION TO NAME / RENAME A ROAD

| | |
|---|---|
| Applicant Name Rightline Equipment Inc. | Date of Application 9/20/18 |
| Mailing Address PO Box 130 | Applicant Signature  |
| City, Zip Rainier, 97048 | Phone Number 503-688-2252 |

Township, Range, Section(s): 7N 2W 18

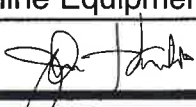
General Location: Off of Dike Rd just past Rightline Equipments existing buildings on the left side of the road.

Current Road Name: (If any) None

Proposed Names:
(Please list three)
 1st Choice: Rightline Drive
 2nd Choice: Rightline Way
 3rd Choice: Rightline Court

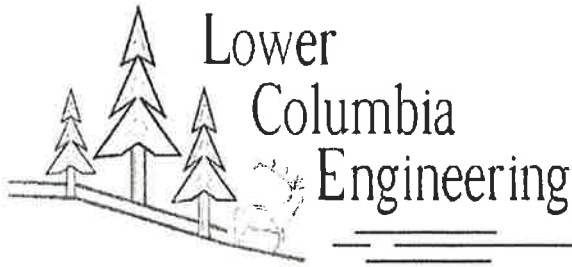
Reason for Name Change: N/A

Affected Properties: (Attached additional page if necessary)

| | |
|--|---|
| Owner Name (Print) Rightline Equipment Inc. | Address 29130 Dike Rd, Rainier, 97048 |
| Signature  | Tax Account # 7N2W18-A0-00100 |
| Owner Name (Print) | Address |
| Signature | Tax Account # |
| Owner Name (Print) | Address |
| Signature | Tax Account # |
| Owner Name (Print) | Address |
| Signature | Tax Account # |

Applicant: Please return completed application to Land Development Services.

| | | | |
|----------------------------|-------------------------|--------------------|------------------------|
| For Office Use Only | | | |
| Date Rec'd <u>9/20/18</u> | Receipt # <u>386430</u> | Check # <u>N/A</u> | Staff Member <u>AK</u> |



Lower
Columbia
Engineering

58640 McNulty Way
St. Helens, OR 97051

Phone: (503) 366-0399
www.lowercolumbiaengr.com

October 1, 2018
LCE Project No. 2482

Debbie Jacob, Planner II
Columbia County Land Development Services
230 Strand Street
St. Helens, OR 97051

Re: Rightline Equipment, Inc. – New Access Driveway

Dear Deborah,

Per your request, I have developed the following summary explaining the need for the improved “Rightline Drive” that is detailed on our Drawings D-2482-1000-01 thru D-2482-1000-05. As Rightline Equipment, Inc has grown, it has become important to better control the vehicle traffic coming and going from the facility for multiple reasons. Some of these reasons are summarized below:

1. This provides fewer access points along Dike Road with one clearly defined and signed access
2. Proposed improvements will accommodate a guard station and provide better overall security
3. Improvements meet access standards for large delivery trucks
4. A primary point of entry and exit will better accommodate any necessary emergency response

This is an existing driveway that is simply being improved and named. Providing a specific name will allow for better identification by individuals visiting the site. Both the Fire Marshal and Road Department have approved the design after making comments that we have incorporated in the current set of plans.

It’s my understanding that this concept was approved by the Planning Commission per Final Order DR-16-02. Hopefully it doesn’t require another land use hearing.

Please let me know of any questions or if anything additional is required.

Sincerely,

Andrew Niemi, P.E.
Principal Engineer



Rightline Drive Aerial Map



Columbia County



Columbia County Web Maps

Disclaimer: This map was produced using Columbia County GIS data. The GIS data is maintained by the County to support its governmental activities and is subject to change without notice. This map should not be used for survey or engineering purposes. Columbia County assumes no responsibility with regard to the selection, performance or use of information on this map.



Rightline Drive County Zoning Map



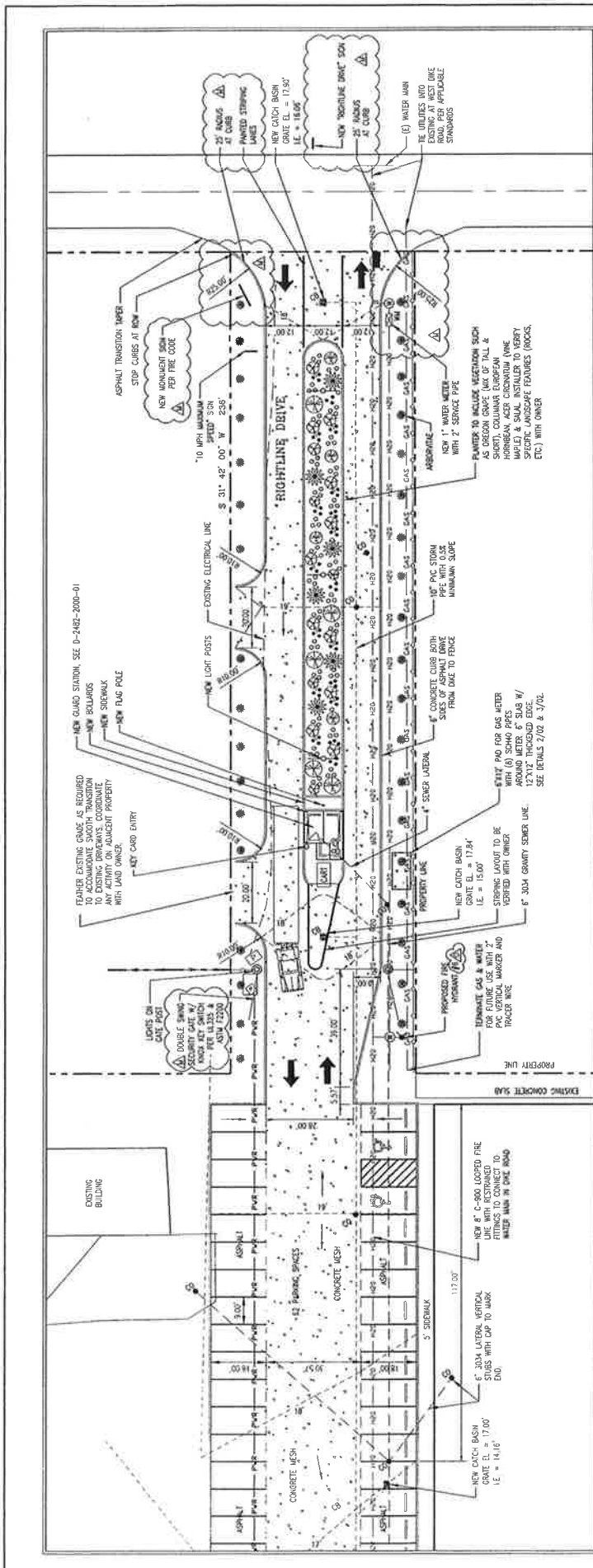
Columbia County



Columbia County Web Maps

Disclaimer: This map was produced using Columbia County GIS data. The GIS data is maintained by the County to support its governmental activities and is subject to change without notice. This map should not be used for survey or engineering purposes. Columbia County assumes no responsibility with regard to the selection, performance or use of information on this map.



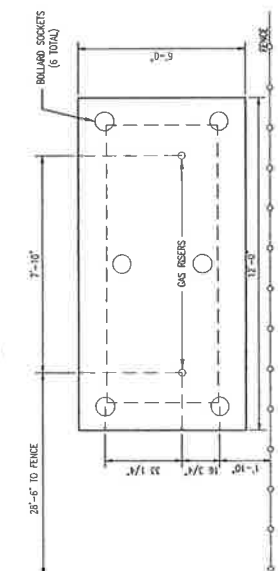


1 ENLARGED PLAN
SCALE: 1"=15'

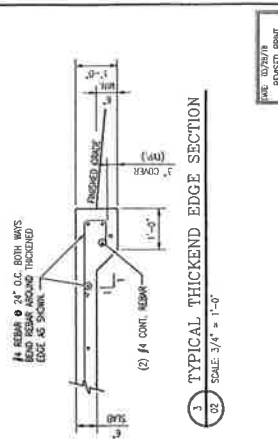
- NOTE:
1. ALL PIPES SHALL HAVE 5% MINIMUM SLOPE AND 1% OF COVER UNLESS NOTED OTHERWISE.
 2. ALL HARD SURFACES SHALL HAVE A MINIMUM OF 1.0% SLOPE TOWARDS COLLECTION SYSTEM.
 3. ALL WALLWAYS SHALL HAVE A MAXIMUM SLOPE OF 5:1 IN THE DIRECTION OF TRAVEL AND 2.0% CROSS SLOPE.
 4. PAVEMENT CAN BE THINDED IN LAD PERMITS TO ACCOMMODATE CONSTRUCTION STAGING (NOT ALL DIMENSIONS ARE SHOWN).
 5. LANDSCAPE AREAS SHALL BE SLOPED TOWARDS CATCH BASINS AS REQUIRED TO PREVENT FLOODS. PROVIDE 2"-4" DRAIN ROCK SURFACE WITHIN 3' OF LANDSCAPE CATCH BASINS TO REDUCE THE POTENTIAL OF FLOODING.
 6. ONLY SOME REQUIRED PIPE CLEAN OUTS ARE SHOWN THAT PERFORM A SPECIAL FUNCTION. ADDITIONAL CLEANOUTS WILL BE REQUIRED PER PLUMBING CODE. CONTACT ENGINEER WITH ANY QUESTIONS PRIOR TO PROCEEDING WITH ANY WORK.
 7. STORM DRAINAGE PIPE SHALL CONFORM TO ASTM D3024, EXCEPT ALL PIPE WITHIN 5' OF BUILDINGS SHALL BE ADS.

LEGEND

- EGG (E) EDGE OF CURVE
- (E) EXISTING
- (P) POWER RISER
- (M) EMERGENCY PROPANE SHUT-OFF
- (B) BOLLARD
- (F) FIRE HYDRANT
- (P) POWER POLE
- (M) MONUMENT
- (W) WAREHOUSE
- (C) CATCH BASIN
- (E) EDGE OF CURVE
- (E) EDGE OF CONCRETE
- (E) EDGE OF ASPHALT
- (S) STORM FLOW
- (W) WATER MAIN
- (C) CLEAN OUT
- (W) WATER LINE
- (S) SANITARY SEWER LINE
- (L) LANDSCAPE
- (M) MASONRY
- (I) IMPASSIBLE LINE
- (C) EXISTING WALKER CONTOUR
- (C) EXISTING WALKER CONTOUR
- (A) NEW ASPHALT
- (W) EXISTING WETLANDS
- (M) CONCRETE MESH



3 TYPICAL THICKENED EDGE SECTION
SCALE: 3/4" = 1'-0"



2 GAS METER PAD PLAN
SCALE: 6"=1'-0"

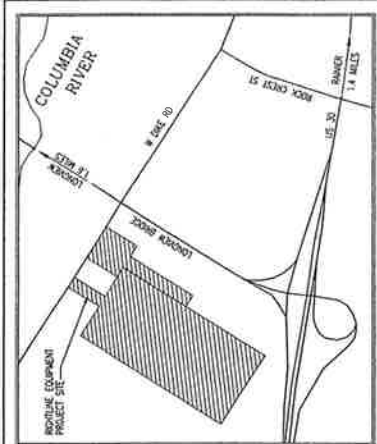
| REV | REVISION | DATE |
|-----|-------------------------------------|------------|
| 1 | FINAL PLAN FOR CONSTRUCTION | 03/22/2018 |
| 2 | FOR REVIEW AT THE APPLICABLE AGENCY | 04/25/2018 |
| 3 | FOR REVIEW AND CORRECT WITH AGENCY | 07/07/2018 |
| 4 | FOR REVIEW AND CORRECT WITH AGENCY | 08/20/2018 |
| 5 | FOR REVIEW AND CORRECT WITH AGENCY | 08/20/2018 |
| 6 | FOR REVIEW AND CORRECT WITH AGENCY | 08/20/2018 |

St. Helens, Oregon
00039-0000

Lower Columbia Engineering

PROJECT NO. 2482
TYPE: SA
DATE: 09/20/16
SCALE: NOTED

CLIENT: RICHLINE EQUIPMENT, INC.
NEW DRIVEWAY AND PARKING
ENLARGED PLAN AND NOTES
DATE: 09/20/16
SCALE: 1/4" = 1'-0"



VICINITY MAP
SCALE: NTS

DRAWING INDEX

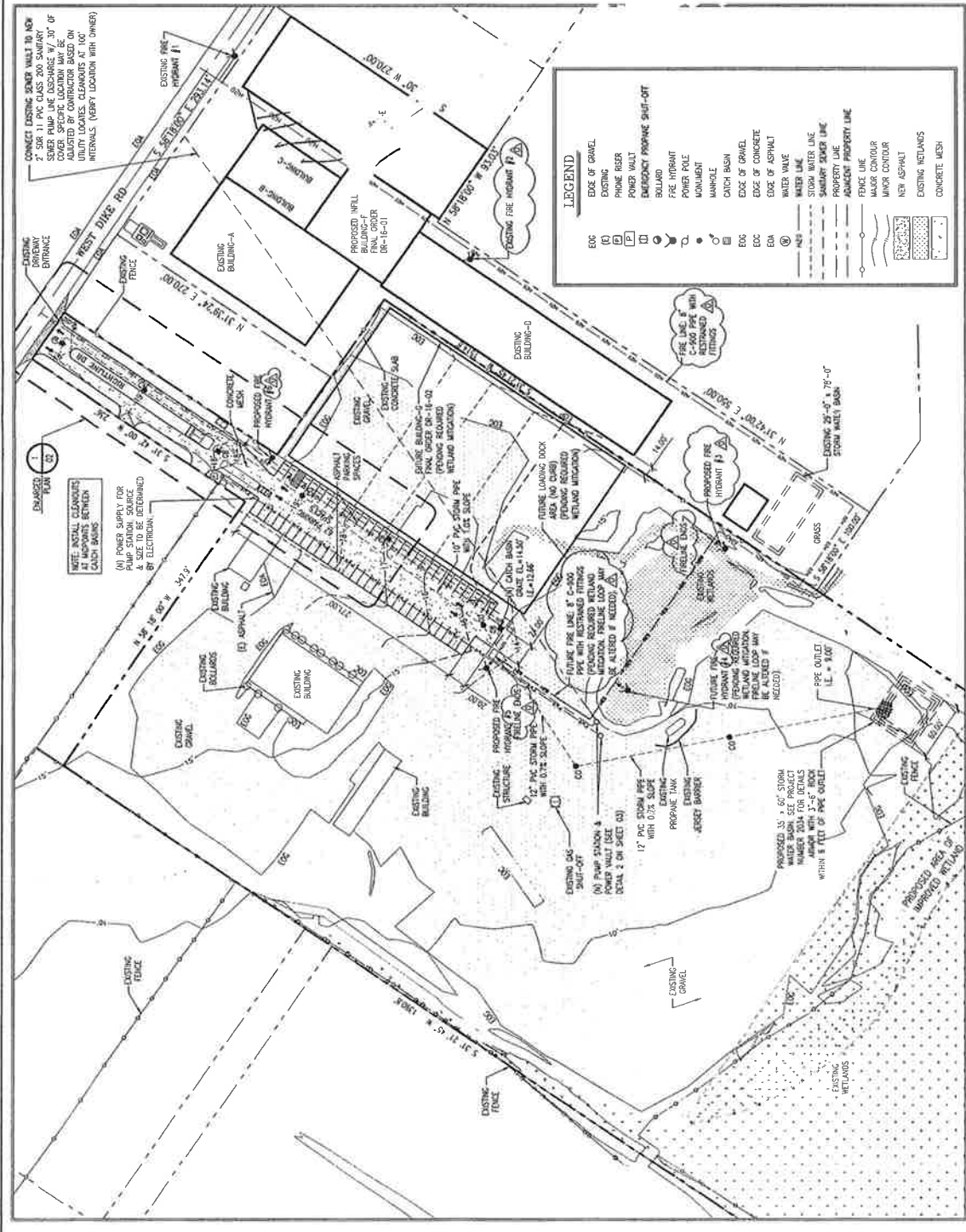
| DRAWING NUMBER | DESCRIPTION |
|----------------|--|
| D-2482-1000-01 | PROPOSED SITE PLAN, VICINITY MAP & INDEX |
| D-2482-1000-02 | ENLARGED PLAN AND NOTES |
| D-2482-1000-03 | SECTIONS, DETAILS AND NOTES |
| D-2482-1000-04 | DETAILS |
| D-2482-1000-05 | DETAILS |
| D-2482-2000-01 | GUARD STATION |

RIGHTLINE EQUIPMENT, INC.
NEW DRIVEWAY AND PARKING

UTILITY LOCATES

(48 HOUR NOTICE PRIOR TO EXCAVATION)
OREGON LAW REQUIRES YOU TO FOLLOW THE RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER (OUNC) FOR EXCAVATION. YOU MAY OBTAIN COPIES OF THE RULES FROM THE CENTER BY CALLING (503) 246-1897.
ONE CALL SYSTEM 1.800.392.2344
ON LINE <http://www.callbeforeexcavation.org>

DATE: 09/20/16
REVISION: REVISED PRINT
VOID ALL PREVIOUS
DATE: 09/20/16
FOR APPROVAL



LEGEND

- EOC
- EXISTING
- PHONE RISER
- PHONE VALVE
- EMERGENCY PROPANE SHUT-OFF
- BALLARD
- FIRE HYDRANT
- POWER POLE
- MANHOLE
- CATCH BASIN
- EDGE OF GRAVEL
- EDGE OF CONCRETE
- EDGE OF ASPHALT
- WATER VALVE
- WATER LINE
- STORM WATER LINE
- SANITARY SUMMER LINE
- ADJACENT PROPERTY LINE
- FENCE LINE
- MAJOR CONTOUR
- MINOR CONTOUR
- NEW ASPHALT
- EXISTING METLANDS
- CONCRETE MESH



1 01 PROPOSED SITE PLAN
SCALE: 1"=40'

| REV. | REVISION | DATE |
|------|-------------------|----------|
| 1 | ISSUE FOR PERMITS | 01/24/18 |
| 2 | ISSUE FOR PERMITS | 02/15/18 |
| 3 | ISSUE FOR PERMITS | 02/20/18 |
| 4 | ISSUE FOR PERMITS | 03/15/18 |
| 5 | ISSUE FOR PERMITS | 03/15/18 |



Rightline Equipment, Inc.
2482
NEW DRIVEWAY AND PARKING
DATE: 09/20/16
SCALE: 1"=40'-0"

COLUMBIA COUNTY TITLE B-00824

COLUMBIA COUNTY, OREGON 2013-009407
DEED-EAS
Cnt=1 Pgs=2 HUSERB 11/25/2013 11:46:26 AM
\$10.00 \$11.00 \$15.00 \$5.00 \$10.00 = \$51.00



I Elizabeth E. Huser, County Clerk for Columbia County, Oregon certify that the instrument identified herein was recorded in the Clerk records.

Elizabeth E. Huser - County Clerk

After Recording Return To:
Lucas & Associates, LLC
PO Box 519
Rainier, OR 97048

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **JOHN D. and TAMI L. SLAPE**, husband and wife, hereinafter called Grantor, for good and sufficient consideration, do hereby grant, bargain, sell and convey unto **HAMLIK PROPERTIES, LLC**, an Oregon corporation, hereinafter called Grantee, and unto grantee's heirs, successors and assigns, a non-exclusive easement for access to and from Grantee's adjoining property being purchased simultaneously herewith from Shannon C. Stennick which is more particularly described on Exhibit 'A' attached hereto and incorporated herein, over Grantor's property described as that portion of vacated Welch Street, also known as 6th Street, lying easterly of Lot 1, Block 7, and westerly of Lots 9 and 10, Block 6, from the southerly right of way of Dike Road south the entire distance of Lot 1 plus 34' to the southeast corner of said Hamlik /Stennick track, all in Unit A, West Rainier, Columbia County, Oregon.

John D. Slape

Tami L. Slape

STATE OF OREGON)
) ss. November 19, 2013.
County of Columbia)

Personally appeared before me the above named JOHN D. SLAPE and TAMI L. SLAPE and acknowledged the foregoing instrument to be their voluntary act and deed. .



Notary Public for Oregon

EXHIBIT 'A'
LEGAL DESCRIPTION

Parcel 1: A tract of land in the Southeast quarter of Section 7 and the Northeast quarter of Section 18, Township 7 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Commencing at the corner of the James Dobbin Donation Land Claim that is in the Southeast quarter of said Section 7; thence South 87°03'48" East 234.15 feet (said description is based on Columbia County Survey #3703); thence North 31°42'00" East 779.80 feet; thence South 58°18'00" East 287.23 feet to a 5/8 inch rebar with a yellow plastic cap marked "Phil Dewey LS 147" per said County Survey at the Southeast corner of Lot 5, Block 8 of vacated "Unit A West Rainier" on file in the County Surveyor's office of said county; thence continuing South 58°18'00" East 43.01 feet to a 5/8 inch x 30 inch rebar set with yellow plastic cap marked "Stuntzner Eng." and the true point of beginning of the following described tract; thence South 31°42'00" West 244.66 feet to a 5/8 inch x 30 inch rebar set with yellow plastic cap marked "Stuntzner Eng."; thence North 58°18'00" West 95.87 feet to a 5/8 inch x 30 inch rebar set with yellow cap marked "Stuntzner Eng."; thence South 31°07'37" West 1184.99 feet to the Northerly right of way line of the Columbia River Highway, a point from which a 5/8 inch x 30 inch rebar set with yellow plastic cap marked "Stuntzner Eng." bears North 46°04'41" East 59.86 feet; thence along said right of way line South 60°39'10" East 283.84 feet; thence South 57°09'53" East 349.24 feet; thence North 31°42'00" East 1424.86 feet to a 5/8 inch rebar with a yellow plastic cap marked "Phil Dewey LSD 147" per said county survey at the Southeast corner of Lot 4, Block 7, of vacated "Unit A West Rainier" on file in the County Surveyor's office of said county; thence North 58°18'00" West 548.76 feet to the true point of beginning.

Parcel 2: Beginning at the Southeast corner of Lot 1, Block 7, Unit "A", West Rainier; thence South 31°21'45" West 34 feet to an interior corner in Parcel 1 of Exhibit A of the John D. Slape Memorandum of Real Estate Contract recorded February 21, 1990 in Fee Number 90-0853, Records of Columbia County, Oregon; thence North 58°18' West 337.5 feet along a Northerly line of the Slape tract to a point of intersection of the Southerly extension of the line dividing Lots 3 and 4, Block 7, Unit "A" of West Rainier, said point also being the Northwest corner of the above mentioned Slape tract; thence North 31°21'45" East 34 feet, more or less, along the Southerly extension of the line dividing Lots 3 and 4, Block 7, Unit "A" of West Rainier to the most Southerly corner common to said Lots; thence Easterly along the Southerly lot lines of Lots 3, 2 and 1, Block 7, Unit "A" of West Rainier to the point of beginning.

TOGETHER WITH an easement for road purposes over the following described tract:

All that portion of vacated Welch Street, also known as 6th Street, lying Westerly of Lots 9 and 10 in Block 6, and lying Easterly of Lot 1, Block 7, all in Unit A West Rainier, Columbia County, Oregon.



Jacob, Deborah <deborah.jacob@co.columbia.or.us>

Re: Rightline Drive

1 message

Pricher, Jeff <jpricher@srfd.us>

Wed, May 30, 2018 at 11:53 PM

To: Andrew <Andrew@lowercolumbiaengr.com>

Cc: "tristan.wood@co.columbia.or.us" <tristan.wood@co.columbia.or.us>, "welterl@co.columbia.or.us" <welterl@co.columbia.or.us>, "deborah.jacob@co.columbia.or.us" <deborah.jacob@co.columbia.or.us>, Kyle LCE <kyle@lowercolumbiaengr.com>, Marla Farmer <marla@lowercolumbiaengr.com>, Shelly Booth <sbooth@srfd.us>

Andrew,

The fire district accepts the letter dated the 17th and we will be ok with the driveway as proposed.

If there are to be any additional changes, please let us know at your earliest convenience so that we can review them.

Thank you for your efforts and the efforts of Right Line to start on the fire hydrant upgrade plan.

Should you have any additional needs, please do not hesitate to give me a call on my cell phone.

Mahalo,

Jeff Pricher**Division Chief****Fire Marshal / Special Operations****Scappoose Fire District****Columbia River Fire and Rescue**

52751 Columbia River Highway

P.O.BOX 625**Scappoose, Oregon 97056**

503-543-5026 (PH)

971-325-4788(CELL)

503-543-2670 (FAX)

jpricher@srfd.us

<http://www.ccfiremarshal.com>

This electronic message contains information generated by the SFD solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

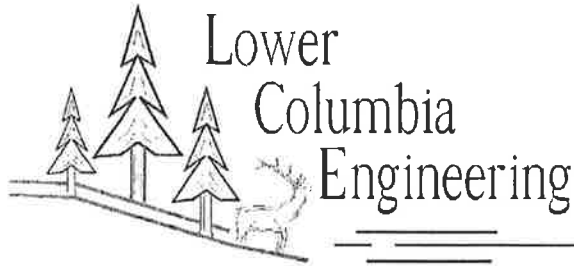
On Thu, May 24, 2018 at 2:33 PM, Andrew <Andrew@lowercolumbiaengr.com> wrote:

I've attached a memo summarizing our review of the comments regarding the proposed Rightline Driveway. Also included are updated plans and a letter of commitment from Rightline regarding the hydrant installation.

Let me know of any questions.

Thanks,

Andrew Niemi**LOWER COLUMBIA ENGINEERING, L.L.C.****58640 McNulty Way****St. Helens, Oregon 97051****OFFICE 503.366.0399**



Lower
Columbia
Engineering

58640 McNulty Way
St. Helens, OR 97051

Phone: (503) 366-0399
www.lowercolumbiaengr.com

Technical Memorandum

To: Jeff Pricher, Fire Marshal
From: Andrew Niemi, P.E.
Date: May 24, 2018
Subject: RE: LCE Project #2482 - Rightline Driveway & Parking, Review Comments per email dated 4-5-18

We have performed a basic assessment of your review comments per your email date April 5th, 2018. The following are responses to your comments.

General Comments:

- A. Per letter dated May 17th, 2018 for project #2712, we hope to have satisfied all existing fire hydrant issues. (See Attached)

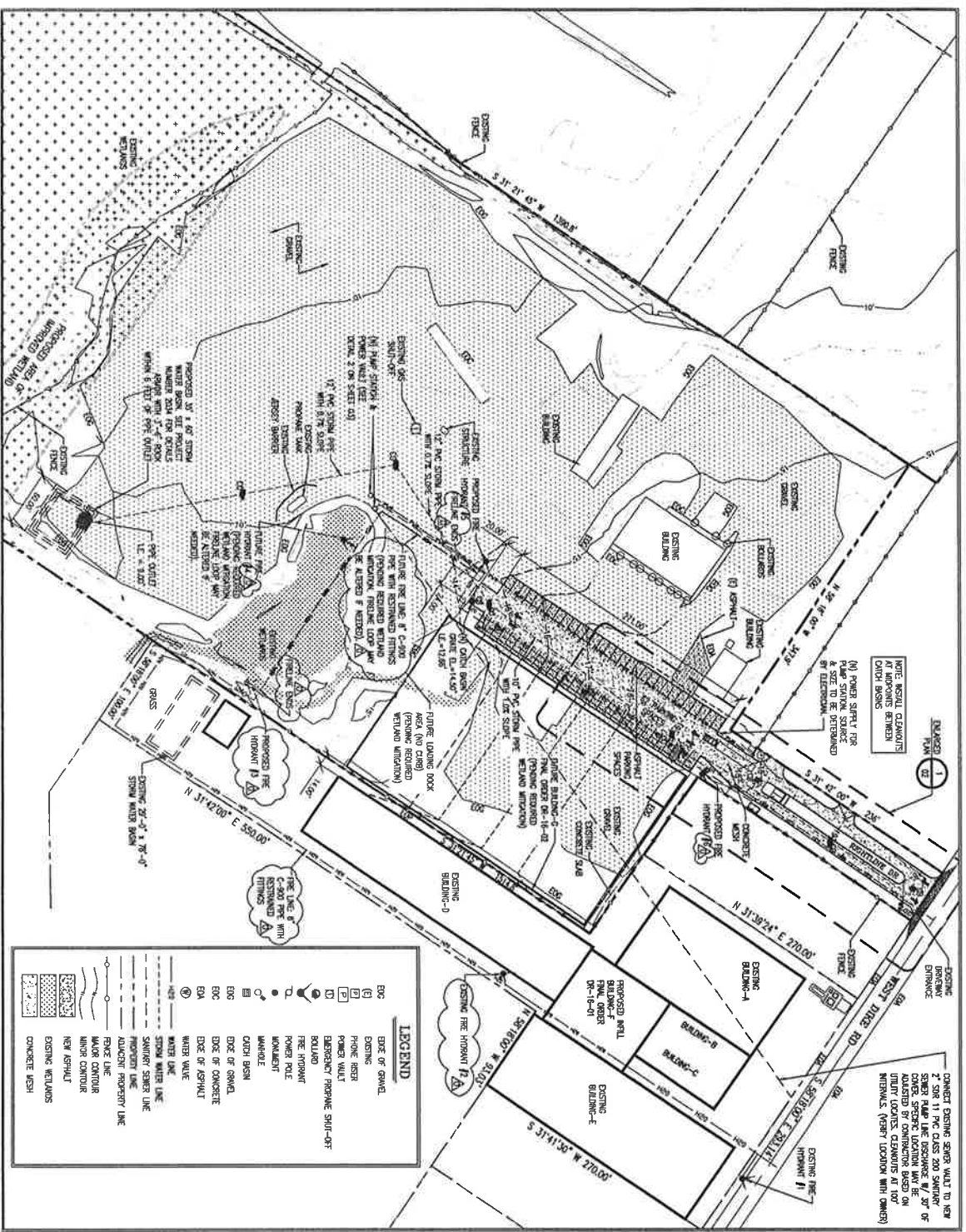
Specific Entrance Related Comments:

- A. The very first part of the driveway is 36' wide as the dark lines shown are striping, not curbs (we should have clarified that). The individual lanes do then neck down to 12' wide at the start of the planter island. We're hoping that this is acceptable. It would seem excessive to have a full 20' lane width on each side of the guard station. We could easily push the transition from 36' to the planter that divides the lanes back further from Dike Road if you like. It would seem like this is a scenario that presents itself with dividers and islands in general. We're hoping that we can keep the planter concept and 12' lanes. We could add a "No Parking" sign to along this driveway and/or paint the curbs. Just let us know your preference.
- B. The total width of the Security Gate is 40'±, and has been noted to need to meet UL325 & ASTM F2200.
- C. We have added to the gate note for a KNOX Key Switch to be installed.
- D. All proposed hydrants are behind a curb.
- E. We have added a note to install a "new monument sign per fire code."
- F. All buildings have been assigned a lettered, and all egress doors have been labeled. Photos of each sign will be provided by June 1st, 2018.
- G. We have revised our fire hydrant detail verbiage regarding the Storz adapter, to match the detail shown in the SFRD CRFR Fire Code.
- H. The new gas tanks are south of Building A. The items shown on the plan have been moved or are existing.
- I. No Comment
- J. Yes, a new address will be established as a result of the new road.

Please let us know of any questions regarding these issues.

Sincerely,

Andrew Niemi, P.E.
Project Engineer



PROPOSED SITE PLAN
SCALE: 1"=50'

| REV | DESCRIPTION | DATE |
|-----|------------------|----------|
| 1 | ADDED LINE WIDTH | 07/29/16 |
| 2 | ADDED LINE WIDTH | 07/29/16 |
| 3 | ADDED LINE WIDTH | 07/29/16 |
| 4 | ADDED LINE WIDTH | 07/29/16 |
| 5 | ADDED LINE WIDTH | 07/29/16 |
| 6 | ADDED LINE WIDTH | 07/29/16 |
| 7 | ADDED LINE WIDTH | 07/29/16 |
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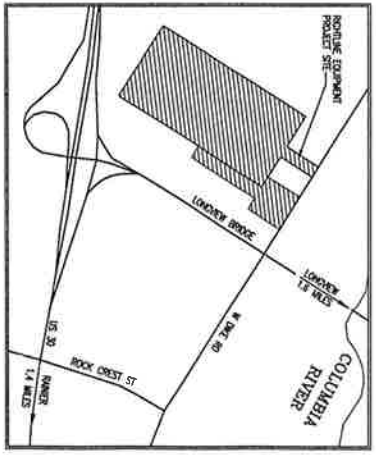
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| PROJECT NO. | 2482 | CLIENT | RIGHTLINE EQUIPMENT, INC. |
| DRAWN BY | SA | DATE | NEW DRAYAGE AND PARKING |
| CHECKED BY | SA | DATE | PROPOSED SITE PLAN VICINITY MAP & INDEX |
| SCALE | NOTED | DATE | 09/20/16 |
| PROJECT NO. | 2482 | PROJECT NO. | 2482-1000-01-0 |

LEGEND

- EGG: EDGE OF GRAVEL
- EG: EXISTING
- EGP: PROPOSED
- EGW: PROPOSED WATER
- EGM: PROPOSED MESH
- EGS: EXISTING POWER POLE
- EGT: EXISTING TRANSFORMER
- EGU: EXISTING UNDERGROUND UTILITY
- EGV: EXISTING VALVE
- EGX: EXISTING WATER MAIN
- EGY: EXISTING WATER SERVICE LINE
- EGZ: EXISTING WATER METER
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- EGAZ: EXISTING WATER METER BOX

DRAWING INDEX

| DRAWING NUMBER | DESCRIPTION |
|----------------|---|
| D-2482-1000-01 | PROPOSED SITE PLAN VICINITY MAP & INDEX |
| D-2482-1000-02 | ENLARGED PLAN AND NOTES |
| D-2482-1000-03 | SECTIONS, DETAILS AND NOTES |
| D-2482-1000-04 | DETAILS |
| D-2482-1000-05 | DETAILS |
| D-2482-2000-01 | GRAVEL STATION |



RIGHTLINE EQUIPMENT, INC. NEW DRIVEWAY AND PARKING

UTILITY LOCATES
(48 HOUR NOTICE PRIOR TO EXCAVATION)
ORDER LINE RESOURCES YOU TO RETURN THE RULES
THOSE RULES ARE SET FORTH IN OUR 552-01-0010
THROUGH 552-01-0100. (YOU MAY OBTAIN COPIES OF
THE RULES FOR THE CENTER BY CALLING 503 246 1987)
ONE CALL SYSTEM: 1-800-882-2844
ON LINE: www.800call.com

DATE: 09/20/16
SCALE: 1"=50'
PROJECT NO.: 2482-1000-01-0



Jacob, Deborah <deborah.jacob@co.columbia.or.us>

Re: FW: Rightline Driveway

1 message

Welter, Lonny <lonny.welter@co.columbia.or.us>

Thu, Sep 6, 2018 at 4:31 PM

To: Andrew <Andrew@lowercolumbiaenr.com>

Cc: "tristan.wood@co.columbia.or.us" <tristan.wood@co.columbia.or.us>, "Jacob, Deborah" <deborah.jacob@co.columbia.or.us>, "Richardson, Hayden" <hayden.richardson@co.columbia.or.us>, Shelly Booth <sbooth@srfd.us>, "Pricher, Jeff" <jpricher@srfd.us>, Suzie Dahl <s.dahl@comcast.net>, Todd Dugdale <todd.dugdale@co.columbia.or.us>, "michael.russell@co.columbia.or.us" <michael.russell@co.columbia.or.us>, "wally.stein@co.columbia.or.us" <wally.stein@co.columbia.or.us>, "glen.higgins@co.columbia.or.us" <glen.higgins@co.columbia.or.us>, Kyle LCE <kyle@lowercolumbiaenr.com>, Marla Farmer <marla@lowercolumbiaenr.com>, "jackie.welter@co.columbia.or.us" <jackie.welter@co.columbia.or.us>

I have no issues with the project proceeding as outline in the plans. However I will not be able to sign off on a final inspection (work completed) until it is actually constructed.

Sincerely,

Lonny Welter
Transportation Planner
Columbia County Road Department

On Thu, Sep 6, 2018 at 3:55 PM, Andrew <Andrew@lowercolumbiaenr.com> wrote:

Good afternoon,

On March 28th we submitted a permit application on behalf of Rightline Equipment for improvements to the existing driveway at their facility off of Dike Road in Rainier. I understand that this application isn't standard in nature and therefore doesn't fit into one of the well-defined paths for approval. Back in May I felt as though we had a very productive dialogue with the Fire Marshal and Road Department that resulted in the attached revised plans. More recently we responded to questions from Hayden Richardson in the Planning Department last August and provided the additional information that he requested. After checking on the status today, it is apparently on Wally's desk in the Building Department. Wally pointed out that he doesn't have these most recent plans so Marla is dropping off three full-size stamped plans as I write this.

Understandably Rightline would like to get the earthwork associated with the improvements underway before the rain sets in for the winter. Since Wally is going to be on vacation next week, I have a proposal to make: Based on my understanding, the Fire Marshal and Road Department are satisfied with the current design based on the changes that we made back in May. Therefore the Building Department would really only be reviewing the Guard Station. How about if we authorize Rightline to proceed with the driveway improvements and simply not start on the Guard Station until Wally has completed his review? This would allow Rightline to get started on the "weather sensitive" portions while Wally reviews the 126 square foot Guard Station. We could perform and sign off on any desired observations or inspections that the county desires.

Does anyone have a concern with this approach? I appreciate your willingness to consider this practical approach for getting these long-awaited improvements moving forward.

Thanks,

Andrew Niemi**LOWER COLUMBIA ENGINEERING, L.L.C.****58640 McNulty Way****St. Helens, Oregon 97051**

OFFICE 503.366.0399

REFERRAL AND ACKNOWLEDGMENT

To: City of Rainier (if inside UGB)
 Columbia 911
 County Roadmaster
 Fire District (Name: CRFR)
 Post Office (City: Rainier)
 Cartography
 Electric Utility CRPU



Planner: Deb Jacob

Date Mailed: 9-5-18

Reply by: 9-19-18

This Application to Name/Rename a Road is being referred to you for your information and comment. Your recommendation and suggestions will be used by the County Planning Department and/or the Columbia County Board of Commissioners in arriving at a decision. Your prompt reply will help us to process this application and will ensure the inclusion of your recommendations in the decision making process. Please comment below.

1. We have reviewed the enclosed application and have no objection to its approval as submitted. We recommend Choice # _____.
2. _____ Please see our comments below.
3. _____ We are considering the proposal further, and will have comments to you by _____.
4. _____ Our board must meet to consider this; we will return their comments to you by _____.
5. _____ Please contact our office so we may discuss this.
6. _____ We recommend denial of the application, for the reasons below:

COMMENTS: _____

Signed: Cindi [Signature]

Title: GIS Specialist Date: 10-11-18

Agency: Please return completed Referral and Acknowledgment to Land Development Services.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Petition by Rightline
Equipment Inc. to Name a New Private Road,
located off of Dike Road, near Rainier, "Rightline
Drive"

ORDER NO. ___ - ____

WHEREAS, the Columbia County Board of Commissioners can name a private road if citizens so request, and if the Director of the County Land Development Services Department determines that under the circumstances, naming the private road/access would serve the interest of the public and be beneficial to the County; and

WHEREAS, on September 20, 2018, Rightline Equipment Inc. submitted a petition to name a new private road/access off of Dike Road near Rainier; and

WHEREAS, the new private road/access serves one property known as Tax Map ID Number 7218-A)-00100 and will be able to serve the two adjacent M-1 zoned properties known as Tax Map ID Numbers 7218-A0-00200 and 7207-D0-01603; and

WHEREAS, the Director of Land Development Services has determined that the petition meets the criteria set forth in Ordinance No. 81-6 (Rural Addressing Ordinance), Sections 3 and 7, as amended, regarding the naming of private roads and recommends petitioner's 1st choice, "Rightline Drive". The Director's recommendation is attached hereto as Exhibit A and is incorporated herein by this reference.

NOW THEREFORE, IT IS HEREBY ORDERED that the new private road/access serving the industrially developed property located on current Tax Map ID Numbers 7218-A0-00100, 7218-A0-00200, and 7207-D0-01603 shall be named "Rightline Drive."

Dated this ___ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to Form

By: _____
Margaret Magruder, Chair

By: _____
Office of County Counsel

By: _____
Henry Heimuller, Commissioner

By: _____
Alex Tardif, Commissioner

ORDER NO. ___ - ____

**FIFTH AMENDMENT TO OREGON HEALTH AUTHORITY
2018-2019 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Fifth Amendment to Oregon Health Authority 2018-2019 Intergovernmental Agreement for the Financing of Public Health Services, effective February 1, 2018, and restated July 1, 2018 (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Columbia County, acting by and through its (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Columbia County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2019 (FY19) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Exhibit B Program Element #12 “Public Health Preparedness Program (PHEP)” is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.
2. Exhibit B Program Element #13 “Tobacco Prevention Education Program (TPEP)” is hereby superseded and replaced in its entirety by Attachment B attached hereto and incorporated herein by this reference.
3. Section 1 of Exhibit C entitled “Financial Assistance Award” of the Agreement for FY19 is hereby superseded and replaced in its entirety by Attachment C attached hereto and incorporated herein by this reference. Attachment C must be read in conjunction with Section 3 of Exhibit C as restated July 1, 2018, entitled “Explanation of Financial Assistance Award” of the Agreement.
4. Exhibit J “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment D, attached hereto and incorporated herein by this reference.
5. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
6. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.

7. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
8. The parties expressly ratify the Agreement as herein amended.
9. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
10. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

11. Signatures.

By: _____
 Name: /for/ Lillian Shirley, BSN, MPH, MPA
 Title: Public Health Director
 Date: _____

COLUMBIA COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
 Name: _____
 Title: _____
 Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 16, 2018, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
 Name: Derrick Clark (or designee)
 Title: Program Support Manager
 Date: _____

Attachment A

Program Element #12: Public Health Emergency Preparedness Program (PHEP)

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below to deliver the Public Health Emergency Preparedness Program (PHEP).

The PHEP shall address mitigation, preparedness, response and recovery phases for public health emergencies through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Preparedness Capabilities.

Emergency preparedness is one of the seven foundational capabilities described in the Oregon Public Health Modernization Manual. The foundational capabilities are needed for governmental public health to meet its charge to improve the health of everyone in Oregon. The vision for this foundational capability is as follows: A healthy community is a resilient community that is prepared and able to respond to and recover from public health threats and emergencies.¹

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Relevant to PHEP Programs Specific to Public Health Emergency Preparedness.**

- a. **Access and Functional Needs:** Means those actions, services, accommodations, and programmatic, architectural, and communication modifications that a covered entity must undertake or provide to afford individuals with disabilities a full and equal opportunity to use and enjoy programs, services, activities, goods, facilities, privileges, advantages, and accommodations in the most integrated setting, in light of the exigent circumstances of the emergency and the legal obligation to undertake advance planning and prepare to meet the disability-related needs of individuals who have disabilities as defined by the ADA Amendments Act of 2008, P.L. 110-325, and those associated with them.²
- b. **Base Plan:** A plan that is maintained by Local Public Health Authority, describing fundamental roles, responsibilities and activities performed during preparedness, mitigation, response and recovery phases. This plan may be titled as the Emergency Support Function #8, an annex to the County Emergency Operations Plan, Public Health All-Hazards Plan or other title that fits into the standardized county emergency preparedness nomenclature.
- c. **Budget Period:** The intervals of time (usually 12 months) into which a multi-year project period is divided for budgetary/ funding use. For purposes of this Program Element, Budget Period is July 1 through June 30.
- d. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
- e. **CDC Public Health Preparedness Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.³
- f. **Due Date:** If a Due Date falls on a weekend or holiday, the Due Date will be the next business day following.
- g. **Health Alert Network (HAN):** A web-based, secure, redundant, electronic communication and collaboration system operated by OHA, available to all Oregon public health officials, hospitals, labs and service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access for Oregon public health officials and service providers to public health information including the capacity for broadcasting information to Oregon public health officials and service providers in an emergency, 24 hours per day, 7 days per week, 365 days per year. The secure HAN has a call down engine that can be activated by state or local HAN administrators.

- h. **Health Security Preparedness and Response (HSPR):** A state level program to that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American Tribes (Tribes) to develop systems, plans and procedures to prepare Oregon to develop public health systems to prepare for and respond to major threats, acute threats and emergencies that impact the health of people in Oregon.
 - i. **Health Care Coalition (HCC):** A health care coalition (HCC) as a coordinating body that incentivizes diverse and often competitive health care organizations and other community partners with differing priorities and objectives and reach to community members to work together to prepare for, respond to, and recover from emergencies and other incidents that impact the public's health.
 - j. **Medical Countermeasures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxin, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations. This includes the Strategic National Stockpile (SNS), a CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies and equipment for an ill-defined threat in the early hours of an event, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS material. SNS program support includes vendor managed inventory (VMI) and Federal Medical Stations.
 - k. **National Incident Management System (NIMS):** The U.S. Department of Homeland Security system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity.⁵
 - l. **Public Information Officers (PIOs):** The communications coordinators or spokespersons for governmental organizations.
 - m. **Public Health Accreditation Board (PHAB):** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of tribal, state, local and territorial public health departments.⁶
 - n. **Public Health Emergency Preparedness (PHEP):** local public health programs designed to better prepare Oregon to respond to, mitigate, and recover from emergencies with public health impacts.
 - o. **Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs in order for HSPR to report to CDC.
3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon's Public Health Modernization Manual](#),¹ (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

| Program Components | Foundational Program | | | | | Foundational Capabilities | | | | | | |
|--|----------------------|---------------------------------|----------------------|-------------------|--|---|---|-----------------------------------|-----------------------------|-------------------|----------------|-------------------------------------|
| | CD Control | Prevention and health promotion | Environmental health | Population Health | Access to clinical preventive services | Leadership and organizational competencies | Health equity and cultural responsiveness | Community Partnership Development | Assessment and Epidemiology | Policy & Planning | Communications | Emergency Preparedness and Response |
| <i>Asterisk (*) = Primary foundational program that aligns with each component</i> | | | | | | <i>X = Foundational capabilities that align with each component</i> | | | | | | |
| <i>X = Other applicable foundational programs</i> | | | | | | | | | | | | |
| Planning | X | X | X | X | | X | X | X | X | X | X | X |
| Partnerships and MOUs | X | X | X | X | | X | X | X | X | X | X | X |
| Surveillance and Assessment | X | X | X | X | | X | X | X | X | X | X | X |
| Response and Exercises | X | X | X | X | | X | X | X | X | X | X | X |
| Training and Education | X | X | X | X | | X | X | X | X | X | X | X |

Note: Emergency preparedness crosses over all foundational programs.

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:** Not applicable
- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:** Not applicable

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. Engage in activities as described in its local PHEP work plan, which is due to OHA HSPR on or before August 1st and which has been approved by OHA HSPR (PHEP Work Plan). The Local PHEP Work Plan Template is set forth in Attachment 1, incorporated herein with this reference.
- b. Use funds for this Program Element in accordance with its local PHEP budget, which is due to OHA HSPR on or before August 1st and which has been approved by OHA HSPR (PHEP Budget) The format for this budget is set forth in Attachment 2, incorporated herein with this reference. Modifications to the budget exceeding \$5,000 require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.
 - (1) **Contingent Emergency Response Funding:** Such funding is subject to restrictions imposed by CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and circumstances that exist at the time of the emergency; the particular appropriation from which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.

- (2) **Non-Supplantation.** Funds provided under this Agreement for this Program Element shall not be used to supplant state, local, other non-federal, or other federal funds.
- (3) **Public Health Preparedness Staffing.** LPHA must identify a PHEP Coordinator who is directly funded from PHEP grant. LPHA staff who receive PHEP funds must have planned activities identified within the Local PHEP Plan Work Plan. The PHEP Coordinator will be the OHA's chief point of contact related to program issues. LPHA must implement its PHEP activities in accordance with its approved Local PHEP Work Plan.
- (4) **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Preparedness Capabilities in accordance with an approved local PHEP budget using the template set forth as Attachment 2 to this Program Element. Modifications to the budget exceeding \$5,000 require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.
- (5) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEP Work Plan or PHEP Budget and the provisions of this Agreement, this Agreement shall control.

c. **Statewide and Regional Coordination:** LPHA must attend HSPR meetings and participate as follows:

- (1) Attendance at one of the HSPR co-sponsored preparedness conferences, which includes Oregon Epidemiologists' Meeting (OR-Epi) and Oregon Prepared Conference.
- (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness as appropriate.
- (3) Participation in a minimum of 75% of the regional or local HCC meetings.⁷
- (4) Participation in the Statewide MCM Dispensing and Distribution full scale exercises and planning at the local level.¹⁰
- (5) Participation in a minimum of 75% of statewide HSPR-hosted monthly conference calls for LPHAs and Tribes.
- (6) Participation in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA. Timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact,^{9, 18, 21} as agreed upon by HSPR and the CLHO Emergency Preparedness and Response subcommittee.
- (7) Work to develop and maintain a portfolio of community partnerships to support preparedness, mitigation, response and recovery efforts.^{1, 14} Portfolio must include viable contact information from community sectors as defined by the CDC: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; human services; housing and sheltering; media; mental/behavioral health; office of aging or its equivalent; education and childcare settings.¹²

- d. Public Health Preparedness Capability Survey:** LPHA must complete all applicable Public Health Preparedness Capability Survey(s) sponsored by HSPR by August 15 each year or applicable Due Date based on CDC requirements. [1, 8](#)
- e. PHEP Work Plan:** PHEP Work Plans must be written with clear and measurable objectives with timelines and include:
- (1) At least three broad program goals that address operationalizing plans, identifying gaps and guide PHEP activities.
 - (2) Local public health leadership reviews and approves local PHEP work plans in support of any of the CDC Public Health Preparedness Capabilities.
 - (3) Planning in support of any of the CDC Public Health Preparedness Capabilities.
 - (4) Training and Education in support of any of the CDC Public Health Preparedness Capabilities.
 - (5) Exercises in support of any of the CDC Public Health Preparedness Capabilities.
 - (6) Planning will include Access and Functional Needs populations.
 - (7) Community Education and Outreach and Partner Collaboration in support of any of the CDC Public Health Preparedness Capabilities.
 - (8) Administrative and Fiscal activities in support of any of the 15 CDC PHP Capabilities.
- f. Emergency Preparedness Program PHEP Work Plan Performance:** LPHA must complete activities in their HSPR approved local PHEP work plans by June 30 each year. If LPHA completes fewer than 75% of the non-fiscal and non-administrative planned activities in its PHEP Work Plan for two consecutive years, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Work completed in response to a novel or uncommon disease outbreak or other event of significance, may be documented to replace PHEP Work Plan activities interrupted or delayed.
- g. 24/7/365 Emergency Contact Capability.**
- (1) LPHA must establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report public health emergencies within the LPHA service area. [9, 15, 16](#)
 - (2) The contact number must be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message. LPHA must list and maintain both the switchboard number and the 24/7/365 numbers on the HAN. [1, 9, 15, 16](#)
 - (3) The telephone number must be operational 24 hours a day, 7 days a week, 365 days a year and be an eleven digit telephone number available to callers from outside the local emergency dispatch. LPHA may use an answering service or their 911 system in this process, but the eleven-digit telephone number of the local 911 operators shall be available for callers from outside the locality. [1, 9, 15, 16](#)
 - (4) The LPHA telephone number described above must be answered by a knowledgeable person with the ability to properly route the call to a local public health administrator or designee.
 - (5) An LPHA official must respond within 60 minutes, to calls received on 24/7/365 telephone number, during statewide communication drills and quarterly tests. [13](#)

- (6) Quarterly test calls to the 24/7/365 telephone line will be conducted by HSPR program staff.-

h. HAN

- (1) A HAN Administrator must be appointed for LPHA and this person's name and contact information must be provided to the HSPR liaison and the State HAN Coordinator. [1](#), [9](#), [15](#)
- (2) The HAN Administrator must:
 - (a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
 - (b) Complete appropriate HAN training for their role.
 - (c) Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
 - (d) Act as a single point of contact for all LPHA HAN issues, user groups, and training.
 - (e) Serve as the LPHA authority on all HAN related access (excluding hospitals and Tribes).
 - (f) Coordinate with the State HAN Coordinator to ensure roles are correctly distributed within each county.
 - (g) Ensure participation in OHA Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA HAN system roles via alert confirmation for: Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour. [13](#)
 - (h) If LPHA population is greater than 10,000, initiate at least one local HAN call down exercise/ drill for LPHA staff annually. If LPHA population is less than 10,000, demonstrate through written procedures how public health staff and responding partners are notified during emergencies.
 - (i) Perform general administration for all local implementation of the HAN system in their respective organizations.
 - (j) Review LPHA HAN users two times annually to ensure users are updated, assigned their appropriate roles and that appropriate users are deactivated.
 - (k) Facilitate in the development of the HAN accounts for new LPHA users.
 - (l) Participate in HAN/HOSCAP Administrator conference calls as appropriate.

i. Multi-Year Training and Exercise Plan (MYTEP): LPHA must annually submit to HSPR on or before September 1, an updated MYTEP. [1](#), [7](#), [8](#), [10](#), [15](#) The MYTEP must meet the following conditions:

- (1) Demonstrate continuous improvement and progress toward increased capability to perform critical tasks.
- (2) Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA existing After Action Report (AAR)/ Improvement Plan (IP).
- (3) LPHA must work with Emergency Management, local health care partners and other community partners to integrate exercises and align MYTEPs, as appropriate.

(4)

- (a) Identify at least two exercises per year if LPHA's population is greater than 10,000 and one exercise per year if LPHA's population is less than 10,000.
- (b) Identify a cycle of exercises that increase in complexity over a two-year period, progressing from discussion-based exercises (e.g. seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g. drills, functional exercises and full-scale exercises); exercises of similar complexity are permissible within any given year of the plan. Disease outbreaks or other public health emergencies requiring an LPHA response may, upon HSPR approval, be used to satisfy exercise requirements. For an exercise or incident to qualify, under this requirement the exercise or incident must:

i. Exercise:

LPHA must:

- Submits to HSPR Liaison an exercise plan which includes scope, goals, objectives, activities, a list of invited participants and a list of exercise team members, for each of the exercises 30 days in advance of every exercise.
- Involve two or more participants in the planning process.
- Involve two or more public health staff and/ or related partners as active participants.
- Result in an After-Action Report (AAR)/Improvement Plan (IP) submitted to HSPR Liaison within 60 days for every exercise.

ii. Incident:

During an incident LPHA must:

- Submit the local response documentation or Incident Action Plan (IAP) describing LPHA role within incident response. ¹³
- Submit an After-Action Report (AAR)/Improvement Plan (IP) to HSPR Liaison within 60 days of incident close or public health response ends.

(5) LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement,¹ as appropriate.

(6) Staff responsible for emergency planning and response roles must be trained for their respective roles consistent with their local emergency plans and according to CDC Public Health Preparedness Capabilities,¹³ the Public Health Accreditation Board, and the National Incident Management System.⁵ The training portion of the plan must:

- (a) Include training on how to discharge LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable law.
- (b) Identify and train appropriate LPHA staff ¹⁷ to prepare for public health emergency response roles and general emergency response based on the local identified hazards.

j. Maintaining Training Records: LPHA must maintain training records for all local public health staff with emergency response roles which demonstrate NIMS compliance. ¹¹

k. Plans: LPHA must maintain and execute emergency preparedness procedures and plans as a component of its jurisdictional Emergency Operations Plan. At a minimum, LPHA must establish and maintain:

- (1) Base Plan. The Base Plan reviewed and revised every two years^{22, 25} in coordination with the local emergency management agency schedule.
- (2) Medical Countermeasure Dispensing and Distribution (MCMDD) plan^{1, 8, 10, 15, 19, 20, 25}
- (3) Continuity of operations plan (COOP).^{1, 4, 15}
- (4) Communications and Information Plan¹⁶
- (5) All plans shall address, as appropriate, the CDC Public Health Preparedness Capabilities based on the local identified hazards.
- (6) Plans are functional and operational by June 30, 2022.^{8, 10, 24}
- (7) All LPHA emergency procedures shall comply with the NIMS.^{5, 23}
- (8) The governing body of the LPHA shall maintain and update the other components and shall be adopted as local jurisdiction rules apply.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA by the 25th of the month following the end of the first, second and third quarters, and no later than 50 calendar days following the end of the fourth quarter (or 12-month period).

6. **Reporting Requirements.**

- a. **PHEP Work Plan.** LPHA must implement its PHEP activities in accordance with its HSPR approved PHEP Work Plan using the template set forth in Attachment 1 to this Program Element. Dependent upon extenuating circumstances, modifications to this PHEP Work Plan may only be made with HSPR agreement and approval. Proposed PHEP Work Plan will be due on or before August 1. Final approved PHEP Work Plan will be due on or before September 1.
- b. **Mid-year and end of year PHEP Work Plan reviews.** LPHA must complete PHEP Work Plan updates in coordination with their HSPR liaison on at least a minimum of a semi-annual basis and by August 15 and February 15.
- c. **Triennial Review.** This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of Community Liaison. This Agreement will be integrated into the Triennial Review Process.
- d. LPHA shall annually submit a Multi-Year Training and Exercise Plan (MYTEP) to HSPR Liaison on or before September 1, an updated MYTEP.
- e. LPHA shall submit to HSPR Liaison an exercise scope including goals, objectives, activities, a list of invited participants and a list of exercise team members, for each of the exercises 30 days in advance of each exercise.
- f. LPHA shall submit to HSPR Liaison a local approved Incident Action Plan or local response documentation, before the start of the second operational period to OHA HSPR Liaison.
- g. LPHA shall submit to HSPR Liaison an after-action report/improvement plan or documented lessons learned for every exercise hosting or participating in within 60 days after the completion of the exercise.
- h. LPHA shall submit to HSPR Liaison an after-action report/improvement plan for every incident response within 60 days after completion of incident or end of public health response.

7. **Performance Measures:** LPHA will progress local emergency preparedness planning efforts in a manner designed to achieve the 15 CDC National Standards for State and Local Planning for Public Health Emergency Preparedness and is evaluated by Mid-year, End of Year and Triennial Reviews.³

ATTACHMENT 1
Local PHEP Work Plan Template Instructions and Guidance
Oregon HSPR Public Health Emergency Preparedness
Program

For grant cycle: July 1, 2018 – June 30, 2019 **DUE DATE**

Proposed work plan will be due on or before August 1. Final approved work plan (PHEP Work Plan) will be due on or before September 1.

REVIEW PROCESS

Your approved PHEP Work Plan will be reviewed with your PHEP liaison by February 15 and August 15.

GENERAL STRATEGIES TO DEVELOP YOUR WORKPLAN

Refer to PE-12 section 4.e for more information.

WORKPLAN CATEGORIES

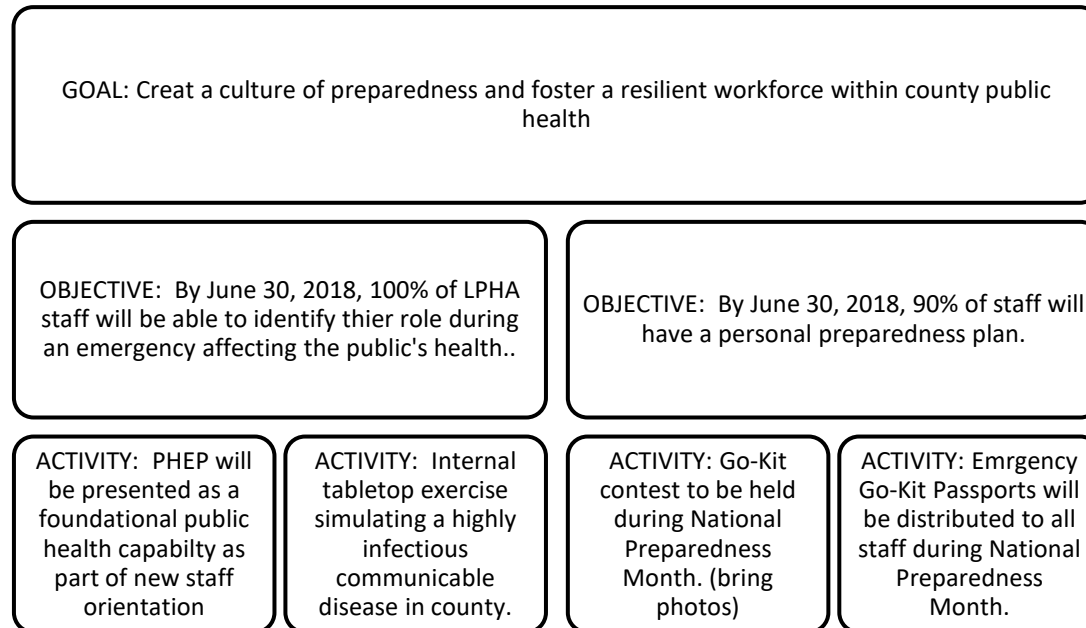
CDC Capability: Identify which CDC capability your program goals will address.

PROGRAM GOALS: Establish at least three broad program goals that address gaps and guide work plan activities. Goals are big picture outcomes you want to achieve from your workplan activities and must support a CDC Capability.

OBJECTIVES: Use clear and measurable objectives with identified time frames to describe what the LPHA will complete during the grant year. Objectives support goals. They are what you plan to accomplish.

ACTIVITIES: Activities are how you plan to accomplish your goals.

Example of Goals, Objectives, and Activities



TRAINING AND EDUCATION: List planned preparedness trainings, workshops attended by preparedness staff.

DRILLS and EXERCISES: List all drills and exercises you plan to conduct and identify annual exercises in accordance with your two-year training and exercise plan attachment and as required in section 4.i of the PE-12 contract.

PLANNING: List all plans, procedures, updates, and revisions that need to be conducted in accordance with your planning cycle or any other planning activities that will be conducted this year. You should also review all after action reports completed during the previous grant year to identify planning activities that should be conducted this year.

PARTNER COLLABORATION: List all meetings regularly attended and/or led by public health preparedness program staff and any special collaborations you will be conducting this year.

COMMUNITY EDUCATION AND MEDIA OUTREACH: List any activities you plan conduct that that enhance community preparedness or resiliency including community events, public presentations, and social or traditional media campaigns.

INCIDENTS AND RESPONSE ACTIVITIES: List incidents and response activities that occurred during the current grant cycle. If an OERS Number was assigned, please include the number. Identify the outcomes from the incident and response activities, include date(s) of the incident and action taken.

UNPLANNED ACTIVITY: List activities or events that were not included when work plan was first approved. Please identify outcomes for the unplanned activity, include date(s) of occurrence and actions taken.

ACTUAL OUTCOMES: To be filled in after activity is conducted. Describe what is actually achieved and/or the products created from this activity.

DATE COMPLETED: When updating the work plan, record date of the completed activities and/or objective.

NOTES: For additional explanation.

PHEP Work Plan Template

Goal 1: Current HHS staff will receive ICS training appropriate for identified response role and responsibilities

Goal 2:

Goal 3:

Ongoing and Goal Related PHEP Program Work

Training and Education

| Goal | Objectives | Planned Activities | Date Completed | Progress / Actual Outcome | Notes |
|---------------------------------|---|--|----------------|---|--|
| 3 | <p>This is an example By June 30, 2018, 75% of the identified HHS staff will complete the basic ICS training including NIMS 700 and IS-100. Goal 1.</p> | September Staff meeting, all preparedness related training requirements/expectations reviewed. Explain the identified trainings--NIMS 700, NRF 800, IS-100 and IS-200 and who is to take these courses by the established time frames. | 9/15/2018 | 20 of 30 HHS staff identified as needing 700, 800, and 100 completed the trainings by the end of December 2018. | Identified staff completed 700 and 800 series training online prior to December class. |
| | | December 15, 2018, first classroom training. | 12/15/2018 | | |
| | | July 18, 2018, second classroom training. | 3/18/2019 | Five management staff completed IS-200 on March 18, 2019. | |
| | | July 12, 2018, third classroom training. | 5/12/2019 | Remaining 10 staff completed 700, 800, and 100 trainings on May 12, 2019. | |
| | | PHEP coordinator will update all training records by July 25, 2018. | 6/15/2019 | Trainings records updated on June 15, 2019 | |
| 3, 4, 6, 7, 8, 9, 11, 12 and 13 | <p>This is an example By June 30, 2018, 75% of the HHS staff will identify three individual expectations and three organizational</p> | PHEP coordinator will work with management staff to determine staff training expectations by job classification. | 9/1/2018 | Met with management staff on September 1, 2018. | |

| | | | | |
|--|--|-------------------|--|--|
| <p><i>expectations required during an emergency response. Goal 1.</i></p> | <p><i>By September 1, 2017, PHEP coordinator will develop comprehensive emergency preparedness training and exercise plan (TEP) for the organization, both minimum and developmental training.</i></p> | <p>10/29/2018</p> | <p><i>Met with Emergency Management and other partners to develop TEP on 8/17/18. Sent TEP to Liaison on 9/01/18.</i></p> | |
| | <p><i>PHEP Coordinator will develop a presentation for staff for orienting them to the organization's expectations, individual expectations and emergency response plans and procedures.</i></p> | <p>9/15/2018</p> | <p><i>Presentation developed and gave to staff on 9/15/18</i></p> | |
| | <p><i>PHEP Coordinator will present organization's expectations, individual expectations, and emergency response plans and procedures overview at All Staff meeting.</i></p> | <p>9/15/2018</p> | | |
| | <p><i>Give a quiz to all staff by February 17, 2017 on the presentation provided in September on expectations and response plan.</i></p> | <p>2/17/2019</p> | <p><i>82% of the staff responded to quiz. 73% did demonstrated retained knowledge on the expectations for the organization and the individual.</i></p> | |

Unplanned Training and Education

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

Drills and Exercises

| Goal | Objectives | Planned Activities | Date Completed | Actual Outcomes | Notes |
|------|------------|--------------------|----------------|-----------------|-------|
| | | | | | |
| | | | | | |

Unplanned Drills and Exercises

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

Planning

| Goal | Objectives | Planned Activities | Date Completed | Actual Outcomes | Notes |
|-------------------------------|------------|--------------------|----------------|-----------------|-------|
| | | | | | |
| | | | | | |
| Unplanned Planning Activities | | | | | |
| | | | | | |

Partner Collaboration

| Goal | Objectives | Planned Activities | Date Completed | Actual Outcome | Notes |
|---------------------------------|------------|--------------------|----------------|----------------|-------|
| | | | | | |
| | | | | | |
| Unplanned Partner Collaboration | | | | | |
| | | | | | |

Community Outreach

| Goal | Location | Activity / Event Name / Notes / Outcomes | Date Completed | Activity Hours | Total # of Attendees |
|------------------------------|----------|--|----------------|----------------|----------------------|
| | | | | | |
| | | | | | |
| Unplanned Community Outreach | | | | | |
| | | | | | |

INCIDENT AND RESPONSE ACTIVITIES

| CDC Cap. #s | Incident Name/OERS # | Date(s) | Outcomes | Notes |
|-------------|----------------------|---------|----------|-------|
| | | | | |
| | | | | |

ATTACHMENT 2

Local PHEP Program Budget Template

Preparedness Program Annual Budget

County

July 1, 201_ - June 30, 201_

| | | | Total |
|--|--------------------------|--------------------------|--------------|
| PERSONNEL | | Subtotal | \$0 |
| | List as an Annual Salary | % FTE based on 12 months | 0 |
| <i>(Position Title and Name)</i> | | | 0 |
| Brief description of activities, for example, This position has primary responsibility for ____ County PHEP activities. | | | |
| | | | 0 |
| | | | 0 |
| | | | |
| Fringe Benefits @ ()% of describe rate or method | | | 0 |
| | | | |
| TRAVEL | | | \$0 |
| Total In-State Travel: (describe travel to include meals, registration, lodging and mileage) | | \$0 | |
| Hotel Costs: Per Diem Costs: Mileage or Car Rental Costs: Registration Costs: Misc Costs: | | | |
| Out-of-State Travel: (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers) | | \$0 | |
| Air Travel Costs: Hotel Costs: Per Diem Costs: Mileage or Car Rental Costs: Registration Costs: Misc. Costs: | | | |
| CAPITAL EQUIPMENT (individual items that cost \$5,000 or more) | | \$0 | \$0 |
| | | | |
| SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.) | | \$0 | \$0 |
| | | | |

| CONTRACTUAL (list each Contract separately and provide a brief description) | \$0 | | \$0 |
|---|-----|--|------------|
| <i>Contract with () Company for \$____, for (____) services.</i> <i>Contract with () Company for \$____, for (____) services.</i> <i>Contract with () Company for \$____, for (____) services.</i> | | | |
| OTHER | \$0 | | \$0 |
| TOTAL DIRECT CHARGES | | | \$0 |
| TOTAL INDIRECT CHARGES @ _____% of Direct Expenses or describe method | | | \$0 |
| TOTAL BUDGET: | | | \$0 |
| Date, Name and phone number of person who prepared budget NOTES: Salaries should be listed as a full time equivalent (FTE) of 2,080 hours per year - for example an employee working .80 with a yearly salary of \$62,500 (annual salary) which would compute to the sub-total column as \$50,000 % of FTE should be based on a full year FTE percentage of 2080 hours per year - for example an employee listed as 50 hours per month would be $50 * 12 / 2080 = .29$ FTE | | | |

Attachment 3 Bibliography

1. Public Health Modernization Manual, Oregon Health Authority, Public Health Division, http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf, September 2017, pages 58-62
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3. United States Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011. <http://www.cdc.gov/phpr/capabilities/>
4. Continuity Guidance Circular 1 (CGC 1), Federal Emergency Management Agency (FEMA), <https://www.fema.gov/media-library-data/1386609058803-b084a7230663249ab1d6da4b6472e691/CGC-1-Signed-July-2013.pdf>, July 2013
5. National Incident Management System (NIMS), Federal Emergency Management Agency (FEMA), <https://www.fema.gov/national-incident-management-system>, October 2017.
6. Public Health Accreditation Board, <http://www.phaboard.org/>.
7. United States Department of Health and Human Services 2017-2000 Hospital Preparedness Program (HPP) – Public Health Emergency Preparedness (PHEP) Cooperative Agreement, CDC-RFA, TP12-1701, Domain 1
8. United States Department of Health and Human Services 2017-2000 Hospital Preparedness Program (HPP) – Public Health Emergency Preparedness (PHEP) Cooperative Agreement, CDC-RFA, TP12-1701, Domain 2
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11. Oregon Office of Emergency Management (OEM) National Incident Management System (NIMS) – *Who Takes What*, September 2014. http://www.oregon.gov/OEM/Documents/nims_who_takes_what.pdf
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13. United States Department of Health and Human Services Centers for Disease Control and Prevention (CDC), Public Health Preparedness Capability #3, Emergency Operations Coordination, March 2011.
14. Community partnership development, Oregon Revised Statute §431.138, 2015.
15. Emergency preparedness and response, Oregon Revised Statute §431.133, 2015.
16. Communications, Oregon Revised Statute §431.134, 2015.
17. Leadership and organizational competencies, Oregon Revised Statute §431.136, 2015.
18. Assessment and epidemiology, Oregon Revised Statute §431.132, 2015.
19. Impending Public Health Crisis: Public Health Emergency Plans, Division 3 Public Health Preparedness, Oregon Administrative Rule §333-003-0200, 2008.
20. Impending Public Health Crisis: Diagnostic and Treatment Protocols, Division 3 Public Health Preparedness, Oregon Administrative Rule §333-003-0040, 2008.
21. Impending Public Health Crisis: Access to Individually Identifiable Health Information, Division 3 Public Health Preparedness, Oregon Administrative Rule §333-003-0050, 2008.
22. Participation of Local and Tribal Governments in the Emergency Management Performance Grant (EMPG) Program of the Federal Emergency Management Agency (FEMA), Oregon Administrative Rule §104-010-005, 2014.
23. Homeland Security Presidential Directive 5 (HSPD-5): Management of Domestic Incidents, February 2003.
24. Presidential Policy Directive 8 (PPD-8): National Preparedness, U.S. Department of Homeland Security, March 2011.
25. Homeland Security Presidential Directive 21 (HSPD-21): Public Health and Medical Preparedness, October 2007.

Attachment B

Program Element #13: Tobacco Prevention Education Program (TPEP)

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver the Tobacco Prevention Education Program (TPEP). As described in the local program plan, activities are in the following areas:
 - a. **Facilitation of Community and Statewide Partnerships:** Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon local and statewide tobacco control objectives. Community partnerships should include local public health leadership, health system partners, non-governmental entities as well as community leaders.
 - (1) TPEP program should demonstrate ability to mobilize timely community support for local tobacco prevention objectives.
 - (2) TPEP program should be available and ready to respond to statewide policy opportunities and threats.
 - b. **Creating Tobacco-Free Environments:** Promote the adoption of tobacco-free policies, including policies in schools, workplaces and public places. Demonstrate community progress towards establishing jurisdiction-wide tobacco-free policies (e.g. local ordinances) for workplaces that still allow indoor smoking or expose employees to secondhand smoke. Establish tobacco-free policies for all county and city properties and government campuses.
 - c. **Countering Pro-Tobacco Influences:** Reduce the promotion of tobacco in retail environments by educating and aligning decision makers about policy options for addressing the time, place and manner tobacco products are sold. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including advancing tobacco retail licensure and other evidence-based point of sale strategies.
 - d. **Promoting Quitting Among Adults and Youth:** Promote evidence-based practices for tobacco cessation with health system partners and implementation of Health Evidence Review Commission initiatives, including cross-sector interventions. Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.
 - e. **Enforcement:** Assist OHA with the enforcement of statewide tobacco control laws, including the Indoor Clean Air Act, minors' access to tobacco and restrictions on smoking through formal agreements with OHA, Public Health Division.
 - f. **Reducing the Burden of Tobacco-Related Chronic Disease:** Address tobacco use reduction strategies in the broader context of chronic diseases and other risk factors for tobacco-related chronic diseases including cancer, asthma, cardiovascular disease, diabetes, arthritis, and stroke. Assure LPHA decision making processes are based on data highlighting local, statewide and national tobacco-related disparities. Assure processes engage a wide variety of perspectives from those most burdened by tobacco including representatives of racial/ethnic minorities, Medicaid users, LGBTQ community members, and people living with disabilities, including mental health and substance use challenges.

The statewide Tobacco Prevention and Education Program (TPEP) is grounded in evidence-based best practices for tobacco control. The coordinated movement involves state and local programs working together to achieve sustainable policy, systems and environmental change in local communities that mobilize statewide. Tobacco use remains the number one cause of preventable death in Oregon and nationally. It is a major risk factor in developing asthma, arthritis, diabetes, stroke,

tuberculosis and ectopic pregnancy – as well as liver, colorectal and other forms of cancer. It also worsens symptoms for people already living with chronic diseases.

Funds provided under this Agreement are to be used to reduce exposure to secondhand smoke, prevent youth from using tobacco, promote evidence-based practices for tobacco cessation, educate decision makers about the harms of tobacco, and limit the tobacco industry’s influence in the retail environment. Funds allocated to Local Public Health Authorities are to complement the statewide movement towards population-level outcomes including reduced tobacco disparities. All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Tobacco Prevention Education Program (TPEP).

Oregon Indoor Clean Air Act (ICAA) (also known as the Smokefree Workplace Law) protects workers and the public from secondhand smoke exposure in public, in the workplace, and within 10 feet of all entrances, exits, accessibility ramps that lead to and from an entrance or exit, windows that open and air-intake vents. The ICAA includes the use of "inhalant delivery systems." Inhalant delivery systems are devices that can be used to deliver nicotine, cannabinoids and other substances, in the form of a vapor or aerosol. These include e-cigarettes, vape pens, e-hookah and other devices. Under the law, people may not use e-cigarettes and other inhalant delivery systems in workplaces, restaurants, bars and other indoor public places in Oregon.

- 3. Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon’s Public Health Modernization Manual](#), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

a. Foundational Programs and Capabilities (As specified in Public Health Modernization Manual)

| Program Components | Foundational Program | | | | | Foundational Capabilities | | | | | | |
|---|----------------------|---------------------------------|----------------------|-------------------|--|--|---|-----------------------------------|-----------------------------|-------------------|----------------|-------------------------------------|
| | CD Control | Prevention and health promotion | Environmental health | Population Health | Access to clinical preventive services Direct services | Leadership and organizational competencies | Health equity and cultural responsiveness | Community Partnership Development | Assessment and Epidemiology | Policy & Planning | Communications | Emergency Preparedness and Response |
| Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs | | | | | X = Foundational capabilities that align with each component | | | | | | | |
| Facilitation of Community Partnerships | | * | | X | | X | X | X | X | X | X | |
| Creating Tobacco-free Environments | | * | | X | | X | X | X | X | X | X | |
| Countering Pro-Tobacco Influences | | * | | | | X | X | X | X | X | X | |
| Promoting Quitting Among Adults and Youth | | X | | * | | X | X | X | X | X | X | |
| Enforcement | | * | X | | | X | X | X | X | X | X | |
| Reducing the Burden of Tobacco-Related Chronic Disease | | * | | X | | X | X | X | X | X | X | |

b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:

Adults who smoke cigarettes

c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:

Percent of community members reached by local (tobacco retail/smoke free) policies

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a.** Engage in activities as described in its local program plan, which has been approved by OHA and on file based on a schedule to be determined by OHA. OHA will supply the required format and current service data for use in completing the plan. LPHA must implement its TPEP

activities in accordance with its approved local program plan. Modifications to this plan may only be made with OHA approval.

- b. Assure that LPHA leadership is appropriately involved and its local tobacco program is staffed at the appropriate level, depending on its level of funding, as specified in the award of funds for this Program Element.
 - c. Use the funds awarded under this Agreement for this Program Element in accordance with its Budget as approved by OHA and attached to this Program Element as Attachment 1 and incorporated herein by this reference. Modifications to the Budget may only be made with OHA approval. Funds awarded for this Program Element may not be used for treatment, direct cessation delivery, other disease control programs, or other efforts not devoted to tobacco prevention and education.
 - d. Attend all TPEP meetings reasonably required by OHA.
 - e. Comply with OHA's TPEP Guidelines and Policies.
 - f. Coordinate its TPEP activities and collaborate with other entities receiving TPEP funds or providing TPEP services.
 - g. In the event of any omission from, or conflict or inconsistency between, the provisions of the local program plan on file at OHA, the Budget set forth in Attachment 1 and the provisions of the Agreement and this Program Element, the provisions of this Agreement and this Program Element shall control.
5. **General Revenue and Expense Reporting.** LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. These reports must be submitted to OHA by the 25th of the month following the end of the first, second and third quarters, and no later than 50 calendar days following the end of the fourth quarter (or 12 month period).
6. **Reporting Requirements.** LPHA must submit local program plan reports on a semi-annual schedule to be determined by OHA. The reports must include, at a minimum, LPHA's progress during the reporting period towards completing activities described in its local program plan. Upon request by OHA, LPHA must also submit reports that detail quantifiable outcomes of activities and data accumulated from community-based assessments of tobacco use. LPHA leadership and program staff must participate in reporting interviews on a schedule to be determined by OHA and LPHA.
7. **Performance Measures.**
- a. LPHA must operate the Tobacco Prevention Education Program (TPEP) described in its local program plan and in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure:

Percent of community members reached by local (tobacco retail/smoke free) policies
 - b. If LPHA completes fewer than 75% of the planned activities in its local program plan for two consecutive reporting periods in one state fiscal year LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.

Attachment 1 Local Program Budget

| | | | | | | |
|---|--|--|--------------------------|------------------------|------------------------------|---------------------|
| This a two year budget plan. For 7/1/17 - 6/30/18 the estimated award is \$69,952. For 7/1/18-6/30/19 the estimated award is \$69,273. Please complete the following Line Item Budget for: OHA TPEP PE13 for FY2017-19 (07/01/17-06/30/19) | | | | | | |
| Identify only funds requested under the OHA TPEP PE13 RFA. | | | | | | |
| Please call your Community Programs Liaison with questions related to this form. | | | | | | |
| | Agency: | The Public Health Foundation of Columbia County | | | | |
| | Fiscal Contact: | Nicole Melling | | | | |
| | E-mail address: | nmelling@tphfcc.org | | | | |
| | Phone Number: | (503) 397-4651 x2024 | Fax Number: | (503) 397-1424 | | |
| Budget Categories | Description | | | | | Total |
| (1) Salary | Position # | Title of Position | Salary (annual) | % of time (FTE) | # of months requested | Total Salary |
| | 1 | TPEP Coordinator | \$58,635 | 83.18% | 24 | 97,544.01 |
| | 2 | | | | | 0.00 |
| | 3 | | | | | 0.00 |
| | 4 | | | | | 0.00 |
| | TOTAL SALARY | | | | | \$97,544.01 |
| | Narrative* : | | | | | |
| | | | | | | \$97,544 |
| (2) Fringe Benefits | Position # | Total Salary | Base # Applicable | % | = | Total Fringe |
| | 1 | 97,544.01 | | 26.00% | = | 25,361.44 |
| | 2 | 0.00 | | | = | 0.00 |
| | 3 | 0.00 | | | = | 0.00 |
| | 4 | 0.00 | | | = | 0.00 |
| | TOTAL FRINGE | | | | | \$25,361.44 |
| | | | | | | \$25,361 |
| (3) Equipment | List equipment. Laptop purchase 18-19 FY | | | | | \$900 |
| | Narrative* : | | | | | |
| | | | | | | \$900 |
| (4) Supplies | Do not list. These items include supplies for meetings, general office supplies ie. paper, pens, computer disks, highlighters, binders, folders, etc. | | | | | \$300 |
| | | | | | | \$300 |
| (5) Travel | This covers in-state, out-of-state, and travel to all required trainings. | | | | | |
| | | In state | Out Of State | | Subtotal | |
| | Narrative* : | Mileage: The Columbia Health Coalition meets once a month. Attend various other meetings around the county and regionally. Attend State required meetings including Grantees and Contractor. Place Matters Conference. | | | | |
| | Per Diem: | 128 | | | \$128 | |
| | Hotel: | | | | \$0 | |
| | Air fare: | | | | \$0 | |
| | Reg. fees: | | | | \$0 | |
| | Other: | | | | \$0 | |
| | Mileage: | Miles: 302 | X | .535 | per mile | \$162 |
| | | | | | | \$290 |
| (6) Other | Please list. | | | | | |
| | Cell Phone | | | | \$1,296 | |
| | Professional Fees-IT Support | | | | \$550 | |
| | | | | | \$0 | |
| | | | | | \$0 | |
| | | | | | \$0 | |
| | | | | | | \$1,846 |
| (7) Contracts: | List all sub-contracts and all contractual costs, if applicable. | | | | | |
| Contracts must be pre-approved by liaison | | | | | \$0 | |
| | | | | | \$0 | |
| | | | | | | \$0 |
| (8) Total Direct Costs | (Sum of 1 through 7) | | | | | \$126,241 |
| (9) Cost Allocation and Indirect Rate | Indirect @ | | 10.00% | | \$12,624 | \$12,624 |
| (10) TOTALS | (Sum of 8 & 9). Should equal OHA TPEP PE13 Request. | | | | | \$138,865 |

**Attachment C
Financial Assistance Award (FY19)**

| State of Oregon Oregon Health Authority Public Health Division | | | Page 1 of 2 | |
|--|--|---|--|----------------------|
| 1) Grantee Name: Columbia County | | 2) Issue Date October 01, 2018 | This Action AMENDMENT FY 2019 | |
| Street: 230 Strand Street City: St. Helens State: OR Zip Code: 97051 | | 3) Award Period From July 1, 2018 Through June 30, 2019 | | |
| 4) OHA Public Health Funds Approved | | | | |
| Program | | Award Balance | Increase/ (Decrease) | New Award Bal |
| PE01 | State Support for Public Health | 60,523 | | 60,523 |
| PE12 | Public Health Emergency Preparedness and Response (PHEP) | 76,038 | 858 | 76,896 |
| PE13 | Tobacco Prevention and Education Program (TPEP) | 69,274 | | 69,274 |
| PE42-01 | MCAH Title V CAH | 8,587 | | 8,587 |
| PE42-02 | MCAH Title V Flexible Funds | 20,035 | | 20,035 |
| PE42-03 | MCAH Perinatal General Funds & Title XIX | 2,836 | | 2,836 |
| PE42-04 | MCAH Babies First! General Funds | 9,060 | | 9,060 |
| PE42-06 | MCAH General Funds & Title XIX | 5,320 | | 5,320 |
| PE43 | Public Health Practice (PHP) - Immunization Services (Vendors) | 15,812 | | 15,812 |
| PE44-01 | SBHC Base | 224,000 | | 224,000 |
| PE44-02 | SBHC - Mental Health Expansion | 151,500 | | 151,500 |
| PE46 | RH Community Participation & Assurance of Access | 2,251 | 10,613 | 12,864 |
| PE50 | Safe Drinking Water (SDW) Program (Vendors) | 46,934 | | 46,934 |
| | | 692,170 | 11,471 | 703,641 |
| 5) Foot Notes: | | | | |
| PE42-01 | 1 | For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid). | | |
| PE42-01 | 2 | Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18. | | |
| PE42-02 | 1 | For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid). | | |
| PE42-02 | 2 | Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18. | | |

| State of Oregon Oregon Health Authority Public Health Division | | | Page 2 of 2 |
|--|---|---|--------------------|
| 1) Grantee Name: Columbia County Street: 230 Strand Street City: St. Helens State: OR Zip Code: 97051 | 2) Issue Date October 01, 2018 | This Action AMENDMENT FY 2019 | |
| | | 3) Award Period From July 1, 2018 Through June 30, 2019 | |
| 4) OHA Public Health Funds Approved | | | |
| Program | Award Balance | Increase/ (Decrease) | New Award Bal |
| PE42-03 1 | Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid). | | |
| PE42-04 1 | For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid). | | |
| PE42-06 1 | For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid). | | |
| PE43 1 | All Award Must be Spent by the End of June 30, 2019 | | |
| PE43 2 | Immunization Special Payments is Funded by State General Fund and Matched dollar for Dollar with Federal Medicaid Match. | | |
| 6) Comments: | | | |
| PE50 | \$4,224 must be spent from 7/1/18 to 9/30/18. \$12,672 must be spent from 10/1/18 to 6/30/19. (for portion of award with federal funding source CFDA 66.432) | | |
| PE42-01 | \$2,147 must be spent from 7/1/18 to 9/30/18. \$6,440 must be spent from 10/1/18 to 6/30/19. | | |
| PE46 | \$2,251 for period 7/1/18 to 8/31/18. Remaining award for 9/1/18 to 3/31/19 | | |
| PE42-02 | \$5,009 must be spent from 7/1/18 to 9/30/18. 15,026 must be spent from 10/1/18 to 6/30/19. | | |
| PE46 | | | |
| 7) Capital outlay Requested in this Action: | | | |
| Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year. | | | |
| PROGRAM | ITEM DESCRIPTION | COST | PROG APPROV |
| | | | |
| | | | |

Attachment D
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE12: Public Health Emergency Preparedness

Funding Information Table

| | |
|---|-------------------------|
| Federal Award Identification Number (FAIN): | Federal Funds |
| Federal Award Date: | TBD |
| Performance Period: | 07/01/18-06/30/19 |
| Federal Awarding Agency: | CDC |
| CFDA Number: | 93.069 |
| CFDA Name: | Public Health Emergency |
| Total Federal Award: | TBD |
| Project Description: | Public Health Emergency |
| Awarding Official: | TBD |
| Indirect Cost Rate: | 16.41% |
| Research and Development (Y/N): | No |

PCA: 53437

INDEX: 50407

| Agency/Contractor | DUNS | Award |
|-------------------|-----------|----------|
| Columbia | 936002288 | \$76,896 |

PE43: Public Health Practice (PHP) - Immunization Services (Vendors)

Funding Information Table

| | | |
|---|-----------------------|------------------|
| Federal Award Identification Number (FAIN): | 1805OR5ADM | State Fund Match |
| Federal Award Date: | 10/1/2017 | |
| Performance Period: | 10/1/2017 - 9/30/2019 | |
| Federal Awarding Agency: | CDC/Medicaid | |
| CFDA Number: | 93.778 | |
| CFDA Name: | Medical Assistance | |
| Total Federal Award: | 2097876 | |
| Project Description: | Immunization Medicaid | |
| Awarding Official: | N/A | |
| Indirect Cost Rate: | N/A | |
| Research and Development (Y/N): | No | |

| Agency/Contractor | DUNS | Award | Award | Total FY 2019 |
|-------------------|-----------|------------|------------|---------------|
| Columbia | 936002288 | \$7,906.00 | \$7,906.00 | \$15,812 |

PE46: RH Community Participation & Assurance of Access
Funding Information Table

| | | |
|---|---|-----|
| Federal Award Identification Number (FAIN): | PA-FPH-18-001 | TBD |
| Federal Award Date: | | |
| Performance Period: | 7/1/2018 - 8/31/2018 | |
| Federal Awarding Agency: | DHHS OPA | |
| CFDA Number: | 93.217 | |
| CFDA Name: | Family Planning Services | |
| Total Federal Award: | \$3,590,000 | |
| Project Description: | Community Participation in Delivery and Assurance of Access to Reproductive Health Services | |
| Awarding Official: | | |
| Indirect Cost Rate: | 16.41% | |
| Research and Development (Y/N): | No | |

PCA: 52746 TBD

INDEX: 50333 50333

| Agency/Contractor | DUNS | Amount | Amount | Total |
|-------------------|-----------|---------|----------|----------|
| Columbia | 936002288 | \$2,251 | \$10,613 | \$12,864 |

PERSONAL SERVICES CONTRACT (ORS Chapter 279B)
FOR TEEN AND FAMILY TRANSITION PROGRAM

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and Seth Battles, dba Columbia Counseling & Consultation, hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement shall be effective on the date last signed, below, and shall be retroactive to October 1, 2018.
2. Completion Date. The completion date for this Agreement shall be no later than June 30, 2019.
3. Contractor's Services. Contractor agrees to operate the Teen and Family Transition Program as described in the Service Plan and Budget, which are attached hereto as Exhibit 1, and are incorporated herein by this reference, and the Program Summary, which is attached hereto as Exhibit 2, and is incorporated herein by this reference. All services to be provided under this Agreement shall be provided in conformance with Intergovernmental Agreement, Contract #11088 ("IGA#11088") between the Oregon Department of Education Youth Development Division (the "Agency") and County, and all amendments thereto. Definitions set forth in IGA #11088 are incorporated herein. Contractor hereby acknowledges receipt of the IGA.
4. Consideration. County shall pay Contractor on a fee-for-service basis, a total amount not to exceed \$19,156.50, said amount to be the complete compensation to be paid by County to Contractor for the services performed under this Agreement. This fee shall include all expenses. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.

Payments shall be made quarterly in the amount of \$6385.50. Payments shall be made upon receipt of funds by the County.

5. Contract Representatives. Contract representatives for this Agreement shall be:

Janet Evans, Director
Department of Community Justice
901 Port Avenue
St. Helens, Oregon 97051

Seth Battles, LCSW
Columbia Counseling & Consultation
57591 Bayview Ridge
Warren, Oregon 97053

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work. Contractor shall hold all licenses, certificates, authorizations and other approvals required by applicable law to deliver the services.
7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.
8. Standards and Reports. Contractor shall meet or exceed all state and national best practice standards and shall report all required information including budget expenditures in the manner specified by OCCF on the database provided by NPC Research and shall make monthly reports to the County using the format provided by the County.
9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime,

social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

- C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.

- C. Contractor shall pay employees for overtime work performed under this Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 *et seq.*).
 - D. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
 - E. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.
 12. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
 13. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
 14. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
 15. Insurance. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor shall maintain errors and omissions insurance of not less than \$2,000,000 to protect the County, its officers, agents, and

employees. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.

16. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties, or by either party, with or without cause, upon thirty (30) days advance written notice delivered by registered or certified mail, or in person, to the other party. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
- a. If Contractor fails to perform the work in a manner satisfactory to County.
 - b. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - c. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

17. Time of the Essence. The parties agree that time is of the essence in this Agreement.
18. Ownership of Documents. All documents of any nature including, but not limited to, volunteer records, case records, computer records, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement or received by Contractor in furtherance of this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
19. Mediation. In the event of a dispute between the parties arising out of or relating to

this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

20. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
21. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
22. Attorneys Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
23. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
24. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
25. Cultural Competency. Contractor shall establish a process to ensure it is addressing the needs of a growing culturally and ethnically diverse population. All services shall be provided in a culturally competent and gender appropriate manner. Contractor's staff shall receive diversity training one time during the contract period. If assistance is required to ensure cultural and ethnic competency, the Department of Community Justice will assist. Contractor shall demonstrate capacity to provide equal services to Limited English Proficient consumers.
26. Equity. Contractor shall provide services which are gender specific and shall ensure that equal consideration for service is given to females and males. It is required that Contractor's staff shall receive gender specific education one time during the contract period.
27. Access. Contractor shall ensure that, where appropriate, services will be readily accessible to consumers living in all areas of the County. (If the location of Contractor's service delivery site is not readily accessible to all consumers, contractor should partner with another agency and/or indicate the geographic catchment area the service is intended to target; County-wide access may be provided through contracts with multiple providers.)

28. Funding Acknowledgment. Contractor shall include a provision in any notice, sign, announcement, document or other media prepared in connection with this contract, or during any public speaking engagement, an acknowledgment that funding for this program was provided by the Columbia County Department of Community Justice.
29. Compliance with State and Federal Conditions. Contractor shall comply with all conditions and requirements set forth in IGA#11088 and all amendments thereto. Without limiting the generality of the foregoing, Contractor shall comply with the following specific terms and conditions from IGA #11088 and shall require all subcontractors to comply with the same:
- A. Ownership of work product. In compliance with Section 9 of IGA #11088, all Work Product created under this Agreement, including derivative works and compilations, whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of the Oregon Department of Education, Youth Development Division. If Work Product is created under this Agreement, Contractor hereby consents to an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Intellectual Property, in favor of the Oregon Department of Education. Contractor shall execute such agreements as may be reasonably necessary to comply herewith.
 - B. Compliance with Law. Contractor shall comply with all applicable federal, state and local law. Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the conduct of Activities or delivery of Services. Without limiting the generality of the foregoing, Contractor agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (d) ORS 30.670 to 30.365, ORS 659.4 30 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 conduct of Activities. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including Contractor, that employ subject workers who conduct Activities 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. Contractor shall obtain any insurance required elsewhere in this Agreement.
 - C. Expenditure/Obligation of Award. Contractor may not expend funding provided under this Agreement on any Activity in excess of the amount reasonable and necessary for quality performance of that Activity. Contractor may not expend funding provided under this Agreement for a particular Funding Area (as reflected in the Award) on any Activities or Services other than Activities or Services falling within that Funding Area. County will not pay for goods or services provided prior to the effective date of IGA #11088.

D. Monitoring. Contractor shall submit to County monitoring of the use of Award funds. Contractor shall satisfy the Plan and other program goals related to the Award financing.

30. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING THE EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

DATED this _____ day of _____, 2018.

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Name: _____ By: _____
(Print Name) Margaret Magruder, Chair

By: _____ By: _____
Henry Heimuller, Commissioner

By: _____
Alex Tardif, Commissioner

Approved as to form

By: _____
Office of the County Counsel

COLUMBIA COUNTY



EXHIBIT 1

**COLUMBIA COUNTY
DEPARTMENT OF COMMUNITY
JUSTICE**

Adult Division

901 Port Avenue, St. Helens, OR 97051

Phone: (503) 397-6253 Fax: (503) 397-6645

Juvenile Division

230 Strand - Old Courthouse, St. Helens, OR 97051

Phone: (503) 397-0275 Fax: (503) 397-7256

10/23/18

Anya Sekino, JCP Program Manager
Youth Development Division
255 Capitol Street NE
Salem, OR 97310

Dear Ms. Sekino,

The following is Columbia County's amended submission of the 2017-2019 Juvenile Crime Prevention Plan.

2017-2019 Juvenile Crime Prevention Plan (JCP)

PLAN ELEMENTS

1. POSITIVE YOUTH DEVELOPMENT APPROACH AND PROGRAMMING

The Columbia County Juvenile Crime Prevention program provides a continuum of services for youth 13-18 who have been involved or identified as high risk for potential referral to the Juvenile Department. Targeted risks include antisocial behaviors, poor family functioning, school failure, negative peer association, poor problem solving and/or substance abuse issues. The Columbia County Juvenile Department provides a comprehensive and collaborative system to engage youth and their families to promote prosocial behavior, skill building and community integration. The only change is that this will no longer be subcontracted through Columbia Community Mental Health and will be contracted directly with the provider.

Intervention provided in the community through prevention programs and within the department will be based on evidence-based practices (per ORS 185.515) supported by research demonstrating success in reducing juvenile crime and recidivism.

JCP prevention dollars will be used to continue funding the Teen and Family Transition program to provide critical early intervention for youth struggling with poor school attendance, significant family conflict and

behavioral or substance abuse issues. The Teen and Family Transition program was developed in 2010 as a part of the local collaboration, although reduction in the funding has decreased the number of youth served. This program coordinates with additional services which target the youth's specific needs and barriers for success. Although 10% of the program youth who have not been diverted from crime, the Teen and Family Transition Program provides a building block for higher level interventions that are provided through the Juvenile Department.

The Teen and Family Transition Program includes services that encourage family conflict resolution and anger management, self-control, decision-making skills and development of positive relationships. Services are delivered in the home, at school or wherever the youth and family can easily access them to provide a safe, structured environment for the youth and families referred. Hours are flexible to meet the needs of families. Requests for services are responded to within one working day, and crisis response is available. All services are free and there is no waiting list. The program works closely with both the schools and the Juvenile department. Support services are arranged when appropriate with other community resources, such as alcohol and drug abuse intervention and more intensive mental health services.

This program has become an integral part of the service delivery system for teens in Columbia County. This prevention program aligns with evidence-based programs provided by the Juvenile Department which continue to build on the identified protective factors and prosocial goals for those who have been referred to the juvenile system.

2. JUVENILE CRIME PREVENTION RISK ASSESSMENT TOOL

The continuum of services offered by Columbia County target youth at each risk level to prevent entering the juvenile system or becoming more enmeshed in the criminal justice system. All staff in the Teen and Family Transition Program had been trained to use the JCP risk assessment and implement the risk/needs/protective factors into case planning.

Identifying the youth specific risk factors allows staff to target the high-risk domains to encourage school success, improving attitudes and personal responsibility as well as developing proactive goals for future behavior.

3. PLANNING PROCESS

Alignment with the YDC Strategic Investments in Community Based Programs for Opportunity and Priority Youth

1. Columbia County's Juvenile Crime Prevention planning began in earnest in 2000 when the Office of Juvenile Justice and Delinquency Prevention (OJJDP) provided extensive training and support in juvenile justice system analysis and program development. The Comprehensive Strategy for Serious, Violent and Chronic Juvenile Offenders to Promote Positive Youth, Family and Community Development was created in August, 2000. It formed the basis for all future juvenile crime prevention planning. The last JCP Plan was developed fully in 2010. This was a countywide, comprehensive process which included an in depth analysis guided by Dr. Teri Martin. The 2011-14 updates continued to build on the 2010 work. The 2017-19 proposal continues the focus to target high risk community youth. The Plan has not been amended.
2. There are 98 partners listed in the 2010 plan, including school personnel, links to the CCO, and members of the Learning Hub. Although the Columbia County Commission on Children and Families has been discontinued, partnership with these remaining agencies is critical for the continuation of this Plan.

3. The Plan supports the programs which have been found to effectively address the needs of priority and opportunity youth because Columbia County has done extensive, continuing research on what works best with different populations. The JCP service, Teen and Family Transition incorporates those findings into service delivery using best practices.
4. Primary outcomes are reducing family conflict and reducing school failure. Local outcomes are: percent of youth not entering the Juvenile Department, percent of youth with decreased truancy, percent of youth who have increased their grades from failing more than 2 or 3 classes, percent of increase in family communication and functioning, and percent of youth who have experienced a reduction in self harming or at risk behavior. "The strongest predictor of employability and sustaining employment is school failure. Youth and adults who have not succeeded in school face a critical barrier in being able to obtain and sustain jobs of any kind," from Pacific Northwest Works, Columbia County offices.
5. The Local Public Safety Coordinating Committee will review and approve the Plan.

4. RELATION TO LOCAL DATA ON DISPROPORTIONATE MINORITY CONTACT (DMC)

The JCP plan for Columbia County addresses youth specific needs, including culturally appropriate referrals, treatment and resources. According to the JJIS RRI results for Columbia County, the calculation comprises insufficient numbers to provide reliable results on Disproportionate Minority Contact. Columbia County's Population at Risk is made up of 86.3% white, and approx. 13.8% minorities. 0% of minority youth are placed in a secure detention setting.

5. POPULATION TO BE SERVED

1. The program is for at-risk youth ages 13 to 18, countywide.
2. It serves non-offenders who have one risk factor or more in a minimum of two of the assessed domains.
3. The JCP assessment, mirrors a best practice approach to prevention/intervention in that it identifies seven domains that are research proven to being key in identifying and treating relevant risk factors. These seven domains are: school issues, peer relationships, behavior issues, family functioning, substance use, attitudes, values and beliefs, and mental health indicators. Each domain, then breaks into many relevant risk factors that are research proven to be seriously problematic to healthy functioning, and easily measured upon the reassessment of those same risk factors. Examples include chronic truancy under the school issue domain, serious family conflicts under the family domain, substance use beginning at age thirteen or younger under the substance abuse domain, and youth accepts responsibility for behavior under the attitudes, values and beliefs domain.
 Services are provided by a Licensed Clinical Social Worker.
 Services are provided equally to males and females using culturally sensitive programming.
 Referrals can be made by anyone including youth, families, schools, law enforcement, and health services. Referrals can be made in any form: phone, cell, email, and oral, written. Prior to the reduction in Youth Investment funds, requests for assistance were responded to in 24 hours and there was no waiting list.
 Estimate to be served this biennium is approximately 75 youth.

The Juvenile Department (JD) reports: School attendance, performance and attachment are some of the strongest predictors of whether youth will enter in the juvenile justice system. Parents and guardians often contact agencies such as the Juvenile services, law enforcement or Child Welfare seeking help for youth issues such as drug and alcohol, truancy or mental health issues. Over 60% of the referrals to the Columbia County Juvenile Department in 2016 were sent for non-criminal matters, including

dependency and status offenses, including runaway and minor in possession.

The Juvenile Department can refer families to the Teen and Family Transition program for direct service, information, assessment, and links to community resources. Services are free and accessible. Targeting these high-criminogenic risk factors, prior to a criminal offense, reduces the likelihood of future criminal behavior. The program uses a case management, wraparound model utilizing community and familial supports. As a result, agencies work more efficiently and effectively together.

Demographics

The Forecast of Oregon's County Populations by Age and Sex, 2010-2015 prepared by the Office of Economic Analysis, Department of Administrative Services, for the State of Oregon shows the total population growing during this period from 49,000 to 50,800. The population is fairly evenly divided between males and females. According to the 2015 Census data, the population in Columbia County, self identifies as predominately Caucasian/White (93%). 13.4% of the population are persons in poverty. About 22% of the population in Columbia County is under the age of 18, of which 43.3% qualify for free or reduced lunch. According to the State of Oregon Employment Department, the 7 incorporated areas have a population of about 27,410 and unincorporated areas have a population of 22,665. Columbia County is 688 square miles. There are 5 school districts.

According to the U.S. Census, Columbia County has a lower percentage of the persons 25 or older receiving a Bachelor's degree or higher (18%), than does the State of Oregon (30.8%). Trade, Manufacturing, Education and Health Services lead private sector jobs. The largest sector is Government. According to the U.S. Department of Labor, Bureau of Labor Statistics, unemployment rates average 7.2%. A mean travel time to work for workers 16 and older, was 32.6 minutes.

Although it abuts Multnomah and Washington counties and Longview, Washington, Columbia County considers itself rural. It is far enough away from services such as higher education and training and health care, that access is extremely difficult. Socioeconomic disadvantage in youth and families is statistically higher than in metro areas. According to the JCP Teen and Family Case Manager, Seth Battles, "The location of the County creates an insular and hopeless vision of youth and adults. This makes it essential for all of us to work together to strengthen achievement, success and the health of our youth. Something we do well given our limited resources."

Needs, Barriers and Service Gaps: Issues affecting Columbia County include:

- a. Lack of adequate and flexible funding to develop programs that work and are sustainable.
- b. Difficulty in accessing services due to large unincorporated areas.
- c. Alcohol and drug abuse.
- d. Homelessness.

- e. Lack of jobs.
- f. Lack of funding for Community Schools and other educationally based out of school programs.
- g. High unemployment which perpetuates the cycle of economic disadvantage.
- h. Lack of adequate health care countywide: no local hospital.
- i. Lack of educational opportunities: no community college and no advanced training programs.

6. JCP STRATEGIES AND OUTCOMES

All funds are used to fund the Teen and Family Transition program. Teen and Family Transition is a family-based prevention and intervention program for high-risk youth that addresses complex and multidimensional problems through clinical practice that is flexibly structured and culturally sensitive. This clinical model concentrates on decreasing risk factors and on increasing protective factors that directly affect adolescents, with a particular emphasis on familial factors followed by school success. The program is delivered by a Licensed Clinical Social Worker using a case management model. Services are delivered in any safe location, most often the home and in schools.

The program is for at-risk youth ages 13 to 18 and uses a variety of contexts to treat a range of youth and their families. Targeted youth are at risk for delinquency, violence, substance use, school failure or other behavioral problems such as Conduct Disorder or Oppositional Defiant Disorder. The majority of the youth and families served have identified themselves as Caucasian/White. The program is accessed by an equal number of males and females. Teen and Family Transition uses gender and ethnically sensitive programming. The LCSW is trained in providing these services.

Data is entered in the data management system provided by the State of Oregon for those youth and families who agree to have their data. Those youth are counted as being served for purposes of the contract.

The contract includes expectations for CCMH such as the percent of youth served who have statistically demonstrated an improvement in school success. CCMH has consistently met and exceeded these contracted outcomes.

Prior to 2014-2015, the information provided by NPC Research has been of the utmost value in monitoring outcomes and insuring program design was meeting needs. The program has consistently diverted 84%-96% of the youth served. Thus Juvenile Department caseloads are reduced, providing a cost saving to County tax payers---another important result.

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The Juvenile Department can refer families to the Teen and Family Transition program for direct service, information, assessment, and links to community resources. Services are free and accessible. Targeting these high-criminogenic risk factors, prior to a criminal offense, reduces the likelihood of future criminal behavior. The program uses a case management, wraparound model utilizing community and familial supports. As a result, agencies work more efficiently and effectively together.

Columbia County has followed statewide trends of decreasing crime rates among youth offenders. Despite the significant decrease in referrals (30%) in 2014 to 2015, 2016 experienced a 28% increase in total number of referrals and a 20% increase in total youth. Youth referred for criminal offenses, however, continued to drop by an additional 6.5%. Youth referred have had a significant increase in the risk and needs. These higher risk factors including family, education, economics, community and peers, and substance abuse directly correlate to the level of services required to protect the community and prevent future crime. Over the past year, the number of juvenile detention custody days increased over 22%. The increase in detention beds has been reflective of the increase in the number of “crossover” youth who are under the jurisdiction of DHS awaiting placement, committed crimes, and pose a risk to the community.

JCP Funded Program Strengths

The program remains vibrant, highly respected and relevant also because:

- b. The community is regularly educated about the program so referrals can be made when a problem is noted. The community includes but is not limited to parents, students, judges, schools, health organizations, DHS personnel and law enforcement.
- d. Services are easily accessible and available. The case manager works flexible hours and is able to provide services in any safe setting. The biggest strengths of the program are the delivery of services in the home and at school.
- f. Anyone can make a referral.
- h. The program uses a case management model, delivered by a highly trained Licensed Clinical Social Worker (LCSW).
- j. Crisis response is available.
- l. Local program development and monitoring allows the program to flex services to meet new challenging needs.

Since 1995, well over 2,000 youth have been served, of whom more than 90% have not entered the juvenile justice or child welfare system. Reviewing JCP and community partner data from the past year, the following has been found from the approximately one hundred youth served by the program in the past four quarters:

- ~ 96% have not entered the Juvenile Department system.
- ~100% have not entered the Department of Human Services system.
- ~ 82% have seen a reduction in truancy.
- ~ 78% have increased their grades from failing more than two or more classes.

~83% have seen an increase in family communication & functioning, and a corresponding reduction in family conflict.

~81% have experienced a reduction in self harming or at risk behavior such as being a chronic run away.

Data shows that the small percentage that typically does not show vast improvement from involvement with the Teen and Family Program are heavily drug involved or involved in serious criminal behavior before referral.

7. EVIDENCE BASED PRACTICE (EBP) AND CULTURAL APPROPRIATENESS

The Teen and Family Transition (TFT) program is prevention/intervention based incorporating family therapy, skill building, school monitoring, and increasing the family's capacity to use multi-systemic community resources. The program model is cited on the Office of Juvenile Justice and Delinquency Prevention (OJJDP) website and is based on Functional Family Therapy. It is listed as Effective. Research information is included on the EBP checklist which is attached to the document. Please refer to it for more information.

8. RELATION OF SERVICES TO THE CONTINUUM OF SERVICES

Columbia County utilizes the JCP (prevention, basic and diversion) funding to provide an effective continuum of interventions that support positive youth outcomes, timely access to cost-effective practices that provide accountability and reduce juvenile crime and to build a strong collaboration among community agencies.

This comprehensive approach coordinates services targeting the risk/needs of the youth and increasing the protective factors for youth who have not yet entered the juvenile system while providing appropriate interventions to reduce recidivism in Columbia County.

Columbia County uses the JCP-Prevention funds to support the Teen and Family Transition program to provide a wide array of services targeting youth-specific risks/needs identified in the JCP assessment which include anger management, school support, skill building and parent training. The Teen and Family Transition program receives referrals from the community, schools and the Juvenile Department.

JCP – Basic and Diversion funds are used to target medium and high risk offenders by providing a structure of supervision, accountability, assessment, skill building and other individualized services.

- a. Assessments and evaluations for specific youth services include Psycho-Sexual evaluations and polygraphs for sexual offenders and psychological evaluations required for case planning and referral.
- b. Youth support- Unfunded treatment, clothing vouchers, school fees such as GED testing, pro-social activities, gas vouchers and incentives, which enhance youth success.
- c. Accountability- Best practices in juvenile justice support varied approaches to

accountability. JCP fund support the varied approaches which include:

1. Youth Offender Program consisting on 3 probation staff who supervise the majority of referrals, providing formal and informal probation, coordination of “wrap-around” youth specific services and multi-agency case collaboration.
2. Juvenile detention is used as a community safety for pre-adjudication and as a sanction to provide accountability for youth offenders failing to comply with probation or for youth who are at the highest risk of commitment to close custody facilities.
3. Alternative sanctions for lower risk or first-time offenders which includes treatment support, UA testing, community service, cognitive classes and electronic monitoring.
4. EPICS- Effective Practices in Community Supervision-including skill building for high risk offenders.
5. Thinking for a Change-Cognitive –Behavioral program.

BUDGET INFORMATION

Teen and Family Transition Budget

Personnel

| POSITION TITLE | # OF MONTHS | COST |
|---------------------|-------------|-------|
| Teens in Transition | 24 | 44460 |
| Finance Assistant | | |
| Program Manager | | |

Personnel Subtotal \$ 44460

Non-personnel

| | |
|------------------------|------|
| Rent, Space, Mortgage | 0 |
| Materials and supplies | 4224 |
| Flexible Funds | 2400 |
| Administrative Costs | 5676 |

Non-personnel Subtotal \$ 12300

Leveraged Resources

| LEVERAGED ITEM DESCRIPTIONS | TOTAL |
|-----------------------------|-------|
| 1.Fiscal Review | 1344 |
| 2.Executive Management | 260 |
| 3.Contract Management | 108 |

Other Revenue Subtotal 1712

| | |
|--|-------|
| TOTALS | |
| Total Personnel Requested | 44460 |
| Total Non-Personnel Requested | 12300 |
| Total Donated or In-Kind Committed To This Project | 1712 |
| Total Project Budget | 58472 |

Exhibit 2

Program Summary

1. The program is for at-risk youth ages 13 to 18, countywide.
2. Teen and Family Transition program will provide critical early intervention for youth struggling with poor school attendance, significant family conflict and behavioral or substance abuse issues.
3. The Teen and Family Transition Program includes services that include family conflict resolution and anger management, self-control, decision-making skills and development of positive relationships. Services are delivered in the home, at school or wherever the youth and family can easily access them to provide a safe, structured environment for the youth and families referred. Hours are flexible to meet the needs of families. Requests for services are responded to within one working day, and crisis response is available. All services are free and there is no waiting list.
4. All staff in the Teen and Family Transition Program are trained and will use the JCP risk assessment and implement the risk/needs/protective factors into case planning.
5. Teen and family transition program will serve non-offenders who have one risk factor or more in a minimum of two of the assessed domains
6. Services are provided by a Licensed Clinical Social Worker.
7. Services are provided equally to males and females using culturally sensitive programming.
8. Referrals can be made by anyone including youth, families, schools, law enforcement, and health services. Referrals can be made in any form: phone, cell, email, and oral, written.
9. Estimate to be served for the remainder of this biennium is approximately 28 youth.
10. Teen and Family Transition program to provide critical early intervention for youth struggling with poor school attendance, significant family conflict and behavioral or substance abuse issues.
11. The Teen and Family Transition Program provides a building block for higher level interventions through collaboration and coordination of services that are provided through the Juvenile Department.



**COLUMBIA COUNTY
DEPARTMENT OF COMMUNITY JUSTICE**

Adult Division

901 Port Avenue, St. Helens, OR 97051
Phone: (503) 397-6253 Fax: (503) 397-6645

Juvenile Division

230 Strand - Old Courthouse, St. Helens, OR 97051
Phone: (503) 397-0275 Fax: (503) 397-7256

10/23/18

Anya Sekino, JCP Program Manager
Youth Development Division
255 Capitol Street NE
Salem, OR 97310

Dear Ms. Sekino,

The following is Columbia County's amended submission of the 2017-2019 Juvenile Crime Prevention Plan.

2017-2019 Juvenile Crime Prevention Plan (JCP)

PLAN ELEMENTS

1. POSITIVE YOUTH DEVELOPMENT APPROACH AND PROGRAMMING

The Columbia County Juvenile Crime Prevention program provides a continuum of services for youth 13-18 who have been involved or identified as high risk for potential referral to the Juvenile Department. Targeted risks include antisocial behaviors, poor family functioning, school failure, negative peer association, poor problem solving and/or substance abuse issues. The Columbia County Juvenile Department provides a comprehensive and collaborative system to engage youth and their families to promote prosocial behavior, skill building and community integration. The only change is that this will no longer be subcontracted through Columbia Community Mental Health and will be contracted directly with the provider.

Intervention provided in the community through prevention programs and within the department will be based on evidence-based practices (per ORS 185.515) supported by research demonstrating success in reducing juvenile crime and recidivism.

JCP prevention dollars will be used to continue funding the Teen and Family Transition program to provide critical early intervention for youth struggling with poor school attendance, significant family conflict and behavioral or substance abuse issues. The Teen and Family Transition program was developed in 2010 as a part of the local collaboration, although reduction in the funding has decreased the number of youth served. This program coordinates with additional services which target the youth's specific needs and barriers for success. Although 10% of the program youth who have not been diverted from crime, the Teen and Family Transition Program provides a building block for higher level interventions that are provided through the Juvenile Department.

The Teen and Family Transition Program includes services that encourage family conflict resolution and anger management, self-control, decision-making skills and development of positive relationships. Services are delivered in the home, at school or wherever the youth and family can easily access them to provide a safe, structured environment for the youth and families referred. Hours are flexible to meet the needs of families. Requests for services are responded to within one working day, and crisis response is available. All services are free and there is no waiting list. The program works closely with both the schools and the Juvenile department. Support services are arranged when appropriate with other community resources, such as alcohol and drug abuse intervention and more intensive mental health services.

This program has become an integral part of the service delivery system for teens in Columbia County. This prevention program aligns with evidence-based programs provided by the Juvenile Department which continue to build on the identified protective factors and prosocial goals for those who have been referred to the juvenile system.

2. JUVENILE CRIME PREVENTION RISK ASSESSMENT TOOL

The continuum of services offered by Columbia County target youth at each risk level to prevent entering the juvenile system or becoming more enmeshed in the criminal justice system. All staff in the Teen and Family Transition Program had been trained to use the JCP risk assessment and implement the risk/needs/protective factors into case planning.

Identifying the youth specific risk factors allows staff to target the high-risk domains to encourage school success, improving attitudes and personal responsibility as well as developing proactive goals for future behavior.

3. PLANNING PROCESS

Alignment with the YDC Strategic Investments in Community Based Programs for Opportunity and Priority Youth

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youth who have increased their grades from failing more than 2 or 3 classes, percent of increase in family communication and functioning, and percent of youth who have experienced a reduction in self harming or at risk behavior. "The strongest predictor of employability and sustaining employment is school failure. Youth and adults who have not succeeded in school face a critical barrier in being able to obtain and sustain jobs of any kind," from Pacific Northwest Works, Columbia County offices.

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Needs, Barriers and Service Gaps: Issues affecting Columbia County include:

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- Difficulty in accessing services due to large unincorporated areas.
- Alcohol and drug abuse.
- Homelessness.
- Lack of jobs.
- Lack of funding for Community Schools and other educationally based out of school programs.
- High unemployment which perpetuates the cycle of economic disadvantage.
- Lack of adequate health care countywide: no local hospital.
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6. JCP STRATEGIES AND OUTCOMES

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JCP Funded Program Strengths

The program remains vibrant, highly respected and relevant also because:

- The community is regularly educated about the program so referrals can be made when a problem is noted. The community includes but is not limited to parents, students, judges, schools, health organizations, DHS personnel and law enforcement.
- Services are easily accessible and available. The case manager works flexible hours and is able to

provide services in any safe setting. The biggest strengths of the program are the delivery of services in the home and at school.

- Anyone can make a referral.
- The program uses a case management model, delivered by a highly trained Licensed Clinical Social Worker (LCSW).
- Crisis response is available.
- Local program development and monitoring allows the program to flex services to meet new challenging needs.

Since 1995, well over 2,000 youth have been served, of whom more than 90% have not entered the juvenile justice or child welfare system. Reviewing JCP and community partner data from the past year, the following has been found from the approximately one hundred youth served by the program in the past four quarters:

~ 96% have not entered the Juvenile Department system.

~100% have not entered the Department of Human Services system.

~ 82% have seen a reduction in truancy.

~ 78% have increased their grades from failing more than two or more classes.

~83% have seen an increase in family communication & functioning, and a corresponding reduction in family conflict.

~81% have experienced a reduction in self harming or at risk behavior such as being a chronic run away.

Data shows that the small percentage that typically does not show vast improvement from involvement with the Teen and Family Program are heavily drug involved or involved in serious criminal behavior before referral.

7. EVIDENCE BASED PRACTICE (EBP) AND CULTURAL APPROPRIATENESS

The Teen and Family Transition (TFT) program is prevention/intervention based incorporating family therapy, skill building, school monitoring, and increasing the family's capacity to use multi-systemic community resources. The program model is cited on the Office of Juvenile Justice and Delinquency Prevention (OJJDP) website and is based on Functional Family Therapy. It is listed as Effective. Research information is included on the EBP checklist which is attached to the document. Please refer to it for more information.

8. RELATION OF SERVICES TO THE CONTINUUM OF SERVICES

Columbia County utilizes the JCP (prevention, basic and diversion) funding to provide an effective continuum of interventions that support positive youth outcomes, timely access to cost-effective practices that provide accountability and reduce juvenile crime and to build a strong collaboration among community agencies.

This comprehensive approach coordinates services targeting the risk/needs of the youth and increasing the protective factors for youth who have not yet entered the juvenile system while providing appropriate interventions to reduce recidivism in Columbia County.

Columbia County uses the JCP-Prevention funds to support the Teen and Family Transition program to provide a wide array of services targeting youth-specific risks/needs identified in the JCP assessment which include anger management, school support, skill building and parent training. The Teen and Family Transition program receives referrals from the community, schools and the Juvenile Department.

JCP – Basic and Diversion funds are used to target medium and high risk offenders by providing a structure of supervision, accountability, assessment, skill building and other individualized services.

- Assessments and evaluations for specific youth services include Psycho-Sexual evaluations and polygraphs for sexual offenders and psychological evaluations required for case planning and referral.
- Youth support- Unfunded treatment, clothing vouchers, school fees such as GED testing, pro-social activities, gas vouchers and incentives, which enhance youth success.
- Accountability- Best practices in juvenile justice support varied approaches to accountability. JCP fund support the varied approaches which include:
 - Youth Offender Program consisting on 3 probation staff who supervise the majority of referrals, providing formal and informal probation, coordination of “wrap-around” youth specific services and multi-agency case collaboration.
 - Juvenile detention is used as a community safety for pre-adjudication and as a sanction to provide accountability for youth offenders failing to comply with probation or for youth who are at the highest risk of commitment to close custody facilities.
 - Alternative sanctions for lower risk or first-time offenders which includes treatment support, UA testing, community service, cognitive classes and electronic monitoring.
 - EPICS- Effective Practices in Community Supervision-including skill building for high risk offenders.
 - Thinking for a Change-Cognitive –Behavioral program.

BUDGET INFORMATION

Teen and Family Transition Budget

Personnel

| POSITION TITLE | # OF MONTHS | COST |
|---------------------|-------------|-------|
| Teens in Transition | 24 | 44460 |
| Finance Assistant | | |
| Program Manager | | |

Personnel Subtotal \$ 44460

Non-personnel

| | |
|------------------------|------|
| Rent, Space, Mortgage | 0 |
| Materials and supplies | 4224 |
| Flexible Funds | 2400 |
| Administrative Costs | 5676 |

Non-personnel Subtotal \$12300

Leveraged Resources

| LEVERAGED ITEM DESCRIPTIONS | TOTAL |
|-----------------------------|-------|
| 1.Fiscal Review | 1344 |
| 2.Executive Management | 260 |
| 3.Contract Management | 108 |

Other Revenue Subtotal 1712

| | |
|--|-------|
| TOTALS | |
| Total Personnel Requested | 44460 |
| Total Non-Personnel Requested | 12300 |
| Total Donated or In-Kind Committed To This Project | 1712 |
| Total Project Budget | 58472 |

AMENDMENT NUMBER 01
2017-2018 FUND EXCHANGE AGREEMENT
EM Watts Rd from US 30 to Dutch Canyon Road
Dutch Canyon Road from Mountain View to Old Portland Road
Columbia County

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **COLUMBIA COUNTY**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on August 30, 2017.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase fund exchange amount.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

a. Terms of Agreement, Paragraphs 4 and 5, Page 1, which read:

4. Based on this ratio, Agency wishes to trade \$440,125.00 federal funds for \$413,717.50 state funds.
5. The term of this Agreement will begin upon execution and will terminate September 30, 2019 unless extended by an executed amendment.

Shall be deleted in its entirety and replaced with the following:

4. Based on this ratio, Agency wishes to trade \$652,892 federal funds for \$613,718.48 state funds.
5. The term of this Agreement will begin upon execution and will terminate September 30, 2020 unless extended by an executed amendment.

b. Terms of Agreement, Paragraph 6, subsections d and k, pages 2 and 4, which read:

- d. This Fund Exchange shall be on a reimbursement basis, with state funds limited to a maximum amount of \$413,717.50. All costs incurred in excess of the Fund Exchange amount will be the sole responsibility of Agency.
- k. Agency shall submit invoices to State on a monthly basis, for actual costs incurred by Agency on behalf of the Project directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the agreement number, the invoice number or account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations

exceed \$413,717.50, including all expenses. Travel expenses will not be reimbursed.

Shall be deleted in their entirety and replaced with the following:

- d. This Fund Exchange shall be on a reimbursement basis, with state funds limited to a maximum amount of \$613,718.48. All costs incurred in excess of the Fund Exchange amount will be the sole responsibility of Agency.
 - k. Agency shall submit invoices to State on a monthly basis, for actual costs incurred by Agency on behalf of the Project directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the agreement number, the invoice number or account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$613,718.48, including all expenses. Travel expenses will not be reimbursed.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The funding for this Fund Exchange program was approved by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

The Program and Funding Services Manager approved the Fund Exchange on August 9, 2018.

Signature Page Follows

COLUMBIA COUNTY, by and through
its elected officials

By _____
Chair

By _____
Commissioner

By _____
Commissioner

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
County Legal Counsel

Date _____

Agency Contact:

Tristan Wood, Engineering Project Coordinator
Columbia County Road Department
1054 Oregon Street
St. Helens, Oregon 97051
(503) 397-5090
Tristan.Wood@co.columbia.or.us

State Contact:

Shelly White-Robinson, Special Program Coord.
ODOT, Region 2
3700 SW Philomath Boulevard
Corvallis, Oregon 97333
(541) 757-4199
Shelly.White-Robinson@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Manager

Date _____

By _____
Region 2 Project Delivery Manager

Date _____

By _____
Area 1 Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date: _____