

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION / AGENDA WEDNESDAY, FEBRUARY 3, 2016
LOCATION: Wasco County Courthouse, Room #302
511 Washington Street, The Dalles, OR 97058

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

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

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

9:00 a.m.

CALL TO ORDER

Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board.

- Corrections or Additions to the Agenda
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda) [House Bill 4001/Senate Bill 1533](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 1.11.2016 Public Hearing](#)

9:30 a.m.

[Cross Roads Counseling Contract](#) – Fritz Osborne

NEW / OLD BUSINESS
ADJOURN



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
FEBRUARY 3, 2016

PRESENT: Rod Runyon, Commission Chair
Scott Hege, County Commissioner
Steve Kramer, County Commissioner
STAFF: Tyler Stone, Administrative Officer
Kathy White, Executive Assistant

At 9:00 a.m. Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance. A letter from Linn County regarding the proposed increase to minimum wage, an update on the first Google enterprise zone annual payment, and the scheduling of the February 17th session were added to the Discussion List.

Discussion List – 1st Google Enterprise Zone Annual Fee

Mr. Stone reported that the 2016 \$250,000 annual fee for the first Google Enterprise Zone agreement has arrived. He stated that he and Commissioner Runyon met with City of The Dalles Mayor Lawrence and City Manager Julie Krueger. The group's recommendation is to follow the past practice of dividing the fee evenly between the City and the County – each to determine how their portion of the funds will be applied. He observed that in the past the County has supported Planning, the Economic Development Commission, the Discovery Center debt, and other projects with the funds. He suggested that the County continue to apply the funds in that manner, perhaps to support updates to the Land Use and Development Ordinance.

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
FEBRUARY 3, 2016
PAGE 2

Chair Runyon noted that those suggestions will go to the Budget Committee through the budget process. He reminded everyone that for five years there was no annual review regarding the expenditure of those funds but there has been for the past few years. Mr. Stone agreed that this will be part of the normal budget process and he will make sure the City gets there distribution.

*****The Board was in consensus to participate in a 50/50 split between Wasco County and the City of the Dalles for the first Google Enterprise Zone 2016 annual fee of \$250,000.*****

Public Comment

Wayne Lease stated that the Board needs to revisit the excise tax for District 21; it is a cash cow. He stated that there is currently a cap that should be removed. Commissioner Hege explained that the State passed a law for school districts that allows them to collect, through the building codes permitting process, 55¢ per square foot for new commercial construction and \$1.10 per square foot for new residential construction; the cap on the tax for commercial construction is \$27,700.

Mr. Lease stated that there should not be a cap. He said that most people never reach the cap but a large project such as Google is benefitting from both the enterprise zone and the cap on the excise tax. He pointed out that they would have paid over \$600,000 on a 560,000 square foot project had there not been a cap in place.

Mr. Lease went on to say that the Google permit fee amount should be released to the public. He stated that MCCOG has not been transparent and has operated immorally and unethically if not illegally. He pointed out that there was a discrepancy between the fee for the first construction and the accounting of that fee; funds have been misappropriated. He observed that an audit is only as good as the information being provided to the auditor.

Commissioner Hege stated that the permit application is a public document and can be released. Chair Runyon asked if Mr. Lease has met with MCCOG Executive Director Bob Francis. Mr. Lease replied that he had met with Mr. Francis for three hours. He added that although his complaint has nothing to do with Google, he has a call into them to let them hear his side of the story.

Rodger Nichols asked if the permit is at MCCOG. Mr. Lease stated that when he spoke to them a week ago, they did not have it but have received a preliminary application. Chair Runyon said that Mr. Lease should pursue that request through MCCOG.

Discussion List – Linn County Letter

Chair Runyon stated that it is up to Commissioners individually to respond or to the Board to decide to respond as a group to send a letter similar to Linn County's letter (attached) regarding the proposed increase to Oregon's minimum wage. He stated that the increase is being proposed by the Governor and counties are being asked to weigh in; he suggested that Commissioners should offer their opinion to our state representatives. He went on to say that in his opinion, this is short-sighted. He noted that he owned a small business and paid more than the minimum wage because he wanted to retain employees. He said that he believes Oregon's minimum wage is already among the highest in the nation. In addition, this is being considered during a short session with not enough time to address it thoughtfully; too many bills are being presented with not enough time for representatives to communicate with constituents for input. He stated that when the short session was set it was intended for budget adjustments and other items that could not wait for the longer session. He concluded by saying that he needs to study it some more but is not happy about the jump to raise the minimum wage. He stated that if the Board is going to respond as one, it will be at the next session.

Commissioner Hege stated that Linn County is talking about how this will impact them and their budget. Commissioner Kramer echoed Chair Runyon's sentiments saying that about 246 bills are being introduced; AOC can only watch about 146. This session was supposed to be a short-term fix, not a way to push bills through. Governor Brown needs to hear from us.

Chair Runyon reported that there are several gun-control pieces being pushed forward. Another is on housing which he testified about on Monday. He urged members of the Board to take a look and get their thoughts to our representatives.

County Counsel Kristen Campbell stated that she will come back to update the Board on the language in the proposed minimum wage bill; it may be classified as an unfunded mandate on local government.

Chair Runyon stated that the housing bill is not perfect and there will be adjustments. Oregon has not lifted the ban on inclusionary zoning. If the ban can be lifted, it will give more local control and a greater ability to negotiate for low-cost housing – fees could be reduced or waived as an incentive to include low cost housing in developments. It would not require local government to use it but would provide that option.

Commissioner Hege said that there is good intent with the housing bills but also some challenges; he stated that he is not sure he can fully support it. Commissioner Runyon agreed, saying that he also has some questions.

Community Corrections Manager Fritz Osborne stated that he has some funding for transitional housing and it is a challenge to identify a house or have something in the community. He stated that he is looking at the second floor of the Community Corrections building which could be brought up to standard for use and would be a way for Probation Officers to have closer supervision. He stated that the discussion is in the very early stages. He is glad to hear the conversation about the inclusion.

Agenda Item – Crossroads Counseling Contract

Mr. Osborne stated that when he recently started in this position he realized that this contract was near expiration; it is service for alcohol and drug treatment which is used by Community Corrections. He stated that although there is a discussion about longer-term solutions, there needs to be something in place now and he needs to get this agreement renewed. He pointed out that it was revised by County Counsel but the essential components of the agreement have not changed and it is equivalent to what is done in Hood River County. He stated that this agreement will take them through this calendar year with solid legal language; down the road, we may want to do something differently.

Ms. Campbell stated that Mr. Osborne is accurate – this is a continuation with the same scope of work. She said that it was redrafted to match the County's standard personal services contract.

Commissioner Hege noted that the cost is stated as \$824 for seven slots per week but it is not clear that the \$824 is paid weekly. Mr. Osborne stated that it is a weekly payment; he reported that there is always a waiting list – never a time when the seven

slots are not filled. Commissioner Hege said that he would like to see the language clarified regarding the frequency of payment.

{{{Commissioner Kramer moved to approve the Level II Substance Abuse Treatment Consulting Services Contract between Wasco County and Anne Webber, CADC II for the performance of substance abuse treatment programming for the Wasco County Community Corrections Department with additional language to clarify the frequency of payment for services. Commissioner Hege seconded the motion which passed unanimously.}}}

Chief Deputy Lane Magill stated that they are engaged in long-term planning – looking at bringing some contracted services in-house. He said that they are looking at the internal structure and identifying improvements – one of those is contracted services that can be brought in-house to manage cases better. He pointed out that Wasco County has one-hundred cases per Probation Officer; the state average is sixty. He concluded by saying that this will be a management shift to improve efficiencies. Mr. Osborne added that the County will get more bang for their buck by bringing someone in who could do more than seven slots per week and would also allow the department more flexibility to meet immediate needs.

Discussion List – February 17th Session Scheduling

Ms. White explained that the Board has a Town Hall scheduled for the evening of February 17th and it would probably be more convenient to have the regular session in the afternoon rather than a big gap of time between the two meetings. In addition, the Board has asked the Planning Director to present information regarding further adjustments to the LUDO regarding marijuana time, place and manner regulations; she is prepared to do so but cannot attend a morning session due to a conflicting meeting in Portland. Ms. White suggested that the February 17, 2016 session be scheduled at 1:00 or 1:30 p.m.

*****The Board was in consensus to schedule the February 17, 2016 session of the Wasco County Board of Commissioners to begin at 1:00 p.m.*****

Consent Agenda – 1.11.2016 Public Hearing Minutes

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

Commission Call

Commissioner Kramer announced that there are Senate and House bills being drafted to delist the wolf in Oregon. He stated that he is leaning toward the House bill which has more clarity and opportunity for local agencies to do their jobs. He stated that there is one wolf in our region – it travels between Jefferson, Sherman, and Wasco Counties among others.

Commissioner Kramer stated that he is opening discussions with some of the municipalities regarding the idea of having shared codes enforcement services.

Commissioner Kramer stated that recycling is becoming an issue; there is an AOC subcommittee conference call scheduled to brainstorm how we will move that to the DEQ to address local issues. He stated that recycling is a global market and they are not purchasing. Recycling facilities are stockpiling and cannot hold any more so are paying to have the materials hauled away to landfills at a cost of nearly \$75 per ton; it costs \$34 per ton to take garbage directly to the landfill. He said that the group is seeking a short-term fix until the markets recover.

Chair Runyon adjourned the session at 9:47 a.m.

Summary of Actions

Motions Passed

- To approve the Level II Substance Abuse Treatment Consulting Services Contract between Wasco County and Anne Webber, CADC II for the performance of substance abuse treatment programming for the Wasco County Community Corrections Department with additional language to clarify the frequency of payment for services.
- To approve the Consent Agenda – 1.11.2016 Public Hearing Minutes.

Consensus

- To participate in a 50/50 split between Wasco County and the City of the Dalles for the first Google Enterprise Zone 2016 annual fee of \$250,000.

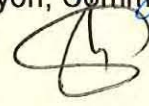
WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
FEBRUARY 3, 2016
PAGE 7

- To schedule the February 17, 2016 session of the Wasco County Board of Commissioners to begin at 1:00 p.m.

WASCO COUNTY BOARD
OF COMMISSIONERS



Rod Runyon, Commission Chair



Scott Hege, County Commissioner



Steve Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
FEBRUARY 3, 2016**

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. [House Bill 4001/Senate Bill 1533](#)

Discussion Item
House Bill 4001/Senate Bill 1533

- [Oregon Opportunity Network Email](#)
- [SB 1533](#)
- [Proposed Letter of Support for SB 1533](#)
- [HB 4001](#)
- [Proposed Letter of Support for HB 4001](#)

Return to Agenda

Dear Oregon ON members:

In preparation for two major hearings next Monday, Feb. 1st (1pm: [SB 1533](#) to lift the ban on IZ; 3pm: [HB 4001](#), "omnibus housing bill"), we need to send in a slew of letters of support to each committee.

If you are able to submit a brief letter of support to each committee by Monday morning, that would be fantastic!!

I've attached below Oregon ON's letter as an example, as well as sample letters for you to put on your letterhead and customize for your organization and community. Just a very brief statement

is fine. Return to Agenda

- Send your letter in support of SB 1533 (lifting the ban on IZ) to the Senate Human Services committee administrator at this address: cheyenne.ross@state.or.us
- Send your letter of support for HB 4001 (the "housing omnibus") to the House Human Services and Housing Committee administrator at this address: adam.crawford@state.or.us

[Oregon ON - Letter in support of SB 1533.docx](#)

Sample letter: [Letter in support of SB 1533.docx](#)

[Oregon ON - Letter in support of HB 4001.docx](#)

Sample letter: [Letter in support of HB 4001.docx](#)

Thank you so much for taking action! Please let me know if you have any questions.

P.S. Those of you who are able to be in Salem on Monday to testify in person - I will be in touch soon regarding the plan for the hearings. Don't like public speaking? Just come and show your support as part of the audience - it will be an exciting day for democracy in action!

LC 241
2016 Regular Session
1/7/16 (EMM/ps)

D R A F T

SUMMARY

Permits local governments to adopt land use regulations or functional plan provisions, or impose conditions for approval of permits, that effectively establish sales or rental price for up to 30 percent of new residential development or limit sales or rental purchase to class or group of purchasers or renters in exchange for one or more developer incentives.

A BILL FOR AN ACT

Relating to affordable housing; amending ORS 197.309.

Be It Enacted by the People of the State of Oregon:

SECTION 1. ORS 197.309 is amended to read:

197.309. *[(1) Except as provided in subsection (2) of this section,]* **Notwithstanding ORS 91.225**, a city, county or metropolitan service district may *[not]* adopt a land use regulation or functional plan provision, or impose as a condition for approving a permit under ORS 215.427 or 227.178[,] a requirement, that has the effect of establishing the sales **or rental** price for a **new** housing unit or residential building lot or parcel, or that requires a **new** housing unit or residential building lot or parcel to be designated for sale **or rent** to *[any]* a particular class or group of purchasers[,] **or renters based on income, provided the regulation, provision or requirement:**

(1) **Does not require more than 30 percent of housing units within a development to be sold, or rented, at below-market rates; and**

(2) **Offers developers one or more of the following incentives:**

(a) **Density adjustments.**

(b) **Fee waivers or reductions.**

(c) **Waivers of system development charges or impact fees.**

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

(d) Finance-based incentives.

(e) Preferential treatment for processing of permits.

(f) Expedited service for local approval processes.

(g) Modification of height, floor area or other site-specific requirements.

(h) State-authorized property tax exemptions or abatements.

[(2) *This section does not limit the authority of a city, county or metropolitan service district to:*]

[(a) Adopt or enforce a land use regulation, functional plan provision or condition of approval creating or implementing an incentive, contract commitment, density bonus or other voluntary regulation, provision or condition designed to increase the supply of moderate or lower cost housing units; or]

[(b) *Enter into an affordable housing covenant as provided in ORS 456.270 to 456.295.*]



WASCO COUNTY

Board of County Commissioners

511 Washington Street, Suite 302
The Dalles, Oregon 97058-2237
(541) 506-2520
Fax: (541) 506-2521

Rod Runyon, *Commission Chair*
Scott Hege, *County Commissioner*
Steven Kramer, *County Commissioner*

Representative Alissa Keny-Guyer
Sent via email: Rep.AlissaKenyGuyer@state.or.us

February 3, 2016

Dear Chair Keny-Guyer and Members of the Human Services and Housing Committee:

We know that a stable, safe place to call home is the key to success. We know the policy and resource strategies that can put us back on track to meeting the housing needs of our most vulnerable Oregonians.

We urge you to take bold action this session for housing opportunity, including immediate adoption of SB 1533. In addition to lifting the ban on Inclusionary Zoning and enacting emergency renter protection, we also urge the Legislature to invest in housing development, preservation, and homelessness prevention.

Support for SB 1533 is diverse and statewide: 49 organizations including labor, environment, social justice, housing groups and cities across Oregon are united. It's time to restore to local governments the option of using this proven tool to address local housing needs.

SB 1533 includes reasonable sideboards negotiated with home builders, like a limitation (ceiling) on housing that is set aside as well as a menu of incentives and benefits.

IZ is a basic planning tool used in 500 jurisdictions across the country to ensure new developments include workforce housing options for low and moderate income households. This tool can be used by cities and counties as one important tool to address local housing problems using local solutions.

Thank you very much for your consideration of SB 1533, and for all your work on behalf of Oregonians.
Sincerely,

Rod Runyon, Commission Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

LC 284
2016 Regular Session
1/13/16 (EMM/ps)

DRAFT

SUMMARY

Modifies conditions under which landlord may terminate month-to-month tenancy after first year of occupancy. Requires landlord to pay tenant relocation expenses under certain circumstances. Creates presumption of retaliation in actions between landlord and tenant commenced within six months of certain actions by tenant. Requires landlord to provide 90-day notice for rent increase. Prohibits rent increase during first year of occupancy of month-to-month tenancy.

Permits local government to adopt land use regulations or functional plan provisions, or impose conditions for approval of permits, that effectively establish below-market sales or rental price for up to 30 percent of new residential development or that limit sale or rental to class or group of purchasers or renters in exchange for one or more developer incentives.

Permits local government to waive state or local building and zoning codes during state of emergency or upon finding rental vacancy of four percent or less.

Declares emergency, effective on passage.

A BILL FOR AN ACT

Relating to housing; creating new provisions; amending ORS 90.220, 90.230, 90.385, 90.427, 90.465, 105.124, 197.309 and 401.335; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

SECTION 1. ORS 90.427 is amended to read:

90.427. (1) As used in this section, “first year of occupancy” includes all periods in which any of the tenants has resided in the dwelling unit for one year or less.

(2) If a tenancy is a week-to-week tenancy, the landlord or the tenant may terminate the tenancy by a written notice given to the other at least 10 days

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 before the termination date specified in the notice.

2 (3) If a tenancy is a month-to-month tenancy:

3 (a) At any time during the tenancy, the tenant may terminate the tenancy
4 by giving the landlord notice in writing not less than 30 days prior to the
5 date designated in the notice for the termination of the tenancy.

6 (b) At any time during the first year of occupancy, the landlord may ter-
7 minate the tenancy by giving the tenant notice in writing not less than 30
8 days prior to the date designated in the notice for the termination of the
9 tenancy.

10 (c) At any time after the first year of occupancy, the landlord may ter-
11 minate the tenancy by giving the tenant notice in writing not less than
12 [60] **90** days prior to the date designated in the notice for the termination
13 of the tenancy.

14 (4) If the tenancy is for a fixed term of at least one year and by its terms
15 becomes a month-to-month tenancy after the fixed term:

16 (a) At any time during the fixed term, notwithstanding subsection (3) of
17 this section, the landlord or the tenant may terminate the tenancy without
18 cause by giving the other notice in writing not less than 30 days prior to the
19 specified ending date for the fixed term or not less than 30 days prior to the
20 date designated in the notice for the termination of the tenancy, whichever
21 is later.

22 (b) After the specified ending date for the fixed term, at any time during
23 the month-to-month tenancy, the landlord may terminate the tenancy without
24 cause only by giving the tenant notice in writing not less than [60] **90** days
25 prior to the date designated in the notice for the termination of the tenancy.

26 (5) *[Notwithstanding subsections (3)(c) and (4)(b) of this section, the land-*
27 *lord may terminate a month-to-month tenancy at any time by giving the tenant*
28 *notice in writing not less than 30 days prior to the date designated in the no-*
29 *tice for the termination of the tenancy if:]*

30 *[(a) The dwelling unit is purchased separately from any other dwelling*
31 *unit;]*

1 *[(b) The landlord has accepted an offer to purchase the dwelling unit from*
2 *a person who intends in good faith to occupy the dwelling unit as the person's*
3 *primary residence; and]*

4 *[(c) The landlord has provided the notice, and written evidence of the offer*
5 *to purchase the dwelling unit, to the tenant not more than 120 days after ac-*
6 *cepting the offer to purchase.]* **A landlord that terminates a tenancy pur-**
7 **suant to subsection (3)(c) or (4)(b) of this section shall pay the tenant**
8 **relocation assistance in an amount equal to one month's periodic rent.**
9 **Relocation assistance payments are due at the time of delivery of the**
10 **notice for the termination of the tenancy. Failure to include the relo-**
11 **cation assistance payment with the notice for termination of the**
12 **tenancy shall render the notice void.**

13 (6) The tenancy shall terminate on the date designated and without regard
14 to the expiration of the period for which, by the terms of the tenancy, rents
15 are to be paid. Unless otherwise agreed, rent is uniformly apportionable from
16 day to day.

17 (7) If the tenant remains in possession without the landlord's consent af-
18 ter expiration of the term of the rental agreement or its termination, the
19 landlord may bring an action for possession. In addition, the landlord may
20 recover from the tenant any actual damages resulting from the tenant hold-
21 ing over, including the value of any rent accruing from the expiration or
22 termination of the rental agreement until the landlord knows or should know
23 that the tenant has relinquished possession to the landlord. If the landlord
24 consents to the tenant's continued occupancy, ORS 90.220 (7) applies.

25 (8)(a) A notice given to terminate a tenancy under subsection (2) or (3)
26 of this section need not state a reason for the termination.

27 (b) Notwithstanding paragraph (a) of this subsection, a landlord or tenant
28 may include in a notice of termination given under subsection (2) or (3) of
29 this section an explanation of the reason for the termination without having
30 to prove the reason. An explanation does not give the person receiving the
31 notice of termination a right to cure the reason if the notice states that:

1 (A) The notice is given without stated cause;

2 (B) The recipient of the notice does not have a right to cure the reason
3 for the termination; and

4 (C) The person giving the notice need not prove the reason for the ter-
5 mination in a court action.

6 (9) Subsections (2) to (5) of this section do not apply to a month-to-month
7 tenancy subject to ORS 90.429 or other tenancy created by a rental agree-
8 ment subject to ORS 90.505 to 90.850.

9 **(10) Subsection (5) of this section does not apply to a tenancy cre-**
10 **ated by a rental agreement subject to ORS 90.230.**

11 **SECTION 2.** ORS 90.385 is amended to read:

12 90.385. (1) Except as provided in this section, a landlord may not retaliate
13 by increasing rent or decreasing services, by serving a notice to terminate
14 the tenancy or by bringing or threatening to bring an action for possession
15 after:

16 (a) The tenant has complained to, or expressed to the landlord in writing
17 an intention to complain to, a governmental agency charged with responsi-
18 bility for enforcement of any of the following concerning a violation appli-
19 cable to the tenancy:

20 (A) A building, health or housing code materially affecting health or
21 safety;

22 (B) Laws or regulations concerning the delivery of mail; or

23 (C) Laws or regulations prohibiting discrimination in rental housing;

24 (b) The tenant has made any complaint to the landlord that is in good
25 faith and related to the tenancy;

26 (c) The tenant has organized or become a member of a tenants' union or
27 similar organization;

28 (d) The tenant has testified against the landlord in any judicial, admin-
29 istrative or legislative proceeding;

30 (e) The tenant successfully defended an action for possession brought by
31 the landlord within the previous six months except if the tenant was suc-

cessful in defending the action only because:

(A) The termination notice by the landlord was not served or delivered in the manner required by ORS 90.155; or

(B) The period provided by the termination notice was less than that required by the statute upon which the notice relied to terminate the tenancy; or

(f) The tenant has performed or expressed intent to perform any other act for the purpose of asserting, protecting or invoking the protection of any right secured to tenants under any federal, state or local law.

(2) As used in subsection (1) of this section, "decreasing services" includes:

(a) Unreasonably restricting the availability of or placing unreasonable burdens on the use of common areas or facilities by tenant associations or tenants meeting to establish a tenant organization; and

(b) Intentionally and unreasonably interfering with and substantially impairing the enjoyment or use of the premises by the tenant.

(3)(a) *[If the landlord]* **A landlord that** acts in violation of subsection (1) of this section **is liable to the tenant for** *[the tenant is entitled to]* the remedies provided in ORS 90.375 and has a defense in any retaliatory action against the tenant for possession.

(b) In an action by or against the tenant, evidence that the tenant acted as described in subsection (1) of this section within six months of the commencement of the action creates a disputable presumption that the landlord's conduct was in retaliation for the complaint or other act by the tenant. This presumption does not arise if the tenant acted as described in subsection (1) of this section following receiving notice of a proposed rent increase or a decrease in services.

(4) Notwithstanding subsections (1) and (3) of this section, a landlord may bring an action for possession if:

[(a) The complaint by the tenant was made to the landlord or an agent of the landlord in an unreasonable manner or at an unreasonable time or was

1 *repeated in a manner having the effect of unreasonably harassing the landlord.*
2 *A determination whether the manner, time or effect of a complaint was un-*
3 *reasonable shall include consideration of all related circumstances preceding*
4 *or contemporaneous to the complaint;]*

5 [(b)] (a) The violation of the applicable building or housing code was
6 caused primarily by lack of reasonable care by the tenant or other person
7 in the household of the tenant or upon the premises with the consent of the
8 tenant;

9 [(c)] (b) The tenant was in default in rent at the time of the service of
10 the notice upon which the action is based; [or]

11 [(d)] (c) Compliance with the applicable building or housing code requires
12 alteration, remodeling or demolition which would effectively deprive the
13 tenant of use of the dwelling unit[.]; or

14 (d) **The complaint by the tenant was made to the landlord or an**
15 **agent of the landlord in an unreasonable manner or at an unreason-**
16 **able time or was repeated in a manner having the effect of unreason-**
17 **ably harassing the landlord. A determination whether the manner,**
18 **time or effect of a complaint was unreasonable shall include consid-**
19 **eration of all related circumstances preceding or contemporaneous to**
20 **the complaint.**

21 (5) For purposes of this section, a complaint made by another on behalf
22 of a tenant is considered a complaint by the tenant.

23 (6) For the purposes of subsection [(4)(c)] (4)(b) of this section, a tenant
24 who has paid rent into court pursuant to ORS 90.370 shall not be considered
25 to be in default in rent.

26 (7) The maintenance of an action under subsection (4) of this section does
27 not release the landlord from liability under ORS 90.360 (2).

28 **SECTION 3.** ORS 105.124 is amended to read:

29 105.124. For a complaint described in ORS 105.123, if ORS chapter 90 ap-
30 plies to the dwelling unit:

31 (1) The complaint must be in substantially the following form and be

available from the clerk of the court:

IN THE CIRCUIT COURT
FOR THE COUNTY OF

No. _____

RESIDENTIAL EVICTION COMPLAINT

PLAINTIFF (Landlord or agent):

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

vs.

DEFENDANT (Tenants/Occupants):

MAILING ADDRESS: _____

City: _____

State: _____ Zip: _____

Telephone: _____

1.

Tenants are in possession of the dwelling unit, premises or rental property described above or located at:

1 _____

2

3 2.

4 Landlord is entitled to possession of the property because of:

5

6 _____ 24-hour notice for personal
7 injury, substantial damage, extremely
8 outrageous act or unlawful occupant.
9 ORS 90.396 or 90.403.

10 _____ 24-hour or 48-hour notice for
11 violation of a drug or alcohol
12 program. ORS 90.398.

13 _____ 24-hour notice for perpetrating
14 domestic violence, sexual assault or
15 stalking. ORS 90.445.

16 _____ 72-hour or 144-hour notice for
17 nonpayment of rent. ORS 90.394.

18 _____ 7-day notice with stated cause in
19 a week-to-week tenancy. ORS 90.392 (6).

20 _____ 10-day notice for a pet violation,
21 a repeat violation in a month-to-month
22 tenancy or without stated cause in a
23 week-to-week tenancy. ORS 90.392 (5),
24 90.405 or 90.427 (2).

25 _____ 20-day notice for a repeat violation.
26 ORS 90.630 (4).

27 _____ 30-day, [60-day] **90-day** or 180-day notice without
28 stated cause in a month-to-month
29 tenancy. ORS 90.427 (3) or (4) or 90.429.

30 _____ 30-day notice with stated cause.
31 ORS 90.392, 90.630 or 90.632.

____ Notice to bona fide tenants after
foreclosure sale or termination of
fixed term tenancy after foreclosure
sale. ORS 86.782 (6)(c).

_____ Other notice _____

_____ No notice (explain) _____

A COPY OF THE NOTICE RELIED UPON, IF ANY, IS ATTACHED

3.

If the landlord uses an attorney, the case goes to trial and the landlord wins in court, the landlord can collect attorney fees from the defendant pursuant to ORS 90.255 and 105.137 (3).

Landlord requests judgment for possession of the premises, court costs, disbursements and attorney fees.

I certify that the allegations and factual assertions in this complaint are true to the best of my knowledge.

Signature of landlord or agent.

(2) The complaint must be signed by the plaintiff or an attorney representing the plaintiff as provided by ORCP 17, or verified by an agent or employee of the plaintiff or an agent or employee of an agent of the plaintiff.

(3) A copy of the notice relied upon, if any, must be attached to the complaint.

SECTION 4. Section 5 of this 2016 Act is added to and made a part of ORS chapter 90.

SECTION 5. (1) As used in this section, “first year of occupancy” includes all periods in which any of the tenants has resided in the dwelling unit for one year or less.

1 **(2) If a tenancy is a week-to-week tenancy, the landlord may not**
2 **increase the rent without giving the tenant written notice at least**
3 **seven days prior to the effective date of the rent increase.**

4 **(3) If a tenancy is a month-to-month tenancy, the landlord may not**
5 **increase the rent at any time during the first year of occupancy.**

6 **(4) If a tenancy is a month-to-month tenancy, the landlord may not**
7 **increase the rent at any time after the first year of occupancy unless**
8 **the landlord gives notice in writing to each affected tenant at least 90**
9 **days prior to the effective date of the rent increase. The notice must**
10 **specify:**

11 **(a) The amount of the increase;**

12 **(b) The amount of the new rent;**

13 **(c) The date on which the increase becomes effective; and**

14 **(d) If the stated increase is five percent or more, the basis for the**
15 **increase.**

16 **SECTION 6.** ORS 90.220 is amended to read:

17 90.220. (1) A landlord and a tenant may include in a rental agreement
18 terms and conditions not prohibited by this chapter or other rule of law in-
19 cluding rent, term of the agreement and other provisions governing the
20 rights and obligations of the parties.

21 (2) The terms of a fixed term tenancy, including the amount of rent, may
22 not be unilaterally amended by the landlord or tenant.

23 (3) The landlord shall provide the tenant with a copy of any written
24 rental agreement and all amendments and additions thereto.

25 (4) Except as provided in this subsection, the rental agreement must in-
26 clude a disclosure of the smoking policy for the premises that complies with
27 ORS 479.305. A disclosure of smoking policy is not required in a rental
28 agreement subject to ORS 90.505 to 90.850 for space in a facility as defined
29 in ORS 90.100.

30 (5) Notwithstanding ORS 90.245 (1), the parties to a rental agreement to
31 which ORS 90.100 to 90.465 apply may include in the rental agreement a

provision for informal dispute resolution.

(6) In absence of agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the dwelling unit.

(7) Except as otherwise provided by this chapter:

(a) Rent is payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit, periodic rent is payable at the beginning of any term of one month or less and otherwise in equal monthly or weekly installments at the beginning of each month or week, depending on whether the tenancy is month-to-month or week-to-week. Rent may not be considered to be due prior to the first day of each rental period. *[Rent may not be increased without a 30-day written notice thereof in the case of a month-to-month tenancy or a seven-day written notice thereof in the case of a week-to-week tenancy.]* **Rent increases must comply with section 5 of this 2016 Act.**

(b) If a rental agreement does not create a week-to-week tenancy, as defined in ORS 90.100, or a fixed term tenancy, the tenancy shall be a month-to-month tenancy.

(8) Except as provided by ORS 90.427 (7), a tenant is responsible for payment of rent until the earlier of:

(a) The date that a notice terminating the tenancy expires;

(b) The date that the tenancy terminates by its own terms;

(c) The date that the tenancy terminates by surrender;

(d) The date that the tenancy terminates as a result of the landlord failing to use reasonable efforts to rent the dwelling unit to a new tenant as provided under ORS 90.410 (3);

(e) The date when a new tenancy with a new tenant begins;

(f) Thirty days after delivery of possession without prior notice of termination of a month-to-month tenancy; or

(g) Ten days after delivery of possession without prior notice of termination of a week-to-week tenancy.

(9)(a) Notwithstanding a provision in a rental agreement regarding the

order of application of tenant payments, a landlord shall apply tenant payments in the following order:

- (A) Outstanding rent from prior rental periods;
- (B) Rent for the current rental period;
- (C) Utility or service charges;
- (D) Late rent payment charges; and
- (E) Fees or charges owed by the tenant under ORS 90.302 or other fees or charges related to damage claims or other claims against the tenant.

(b) This subsection does not apply to rental agreements subject to ORS 90.505 to 90.850.

SECTION 7. ORS 197.309 is amended to read:

197.309. *[(1) Except as provided in subsection (2) of this section,]* **Notwithstanding ORS 91.225,** a city, county or metropolitan service district may *[not]* adopt a land use regulation or functional plan provision, or impose as a condition for approving a permit under ORS 215.427 or 227.178[,] a requirement, that has the effect of establishing the sales **or rental** price for a **new** housing unit or residential building lot or parcel, or that requires a **new** housing unit or residential building lot or parcel to be designated for sale **or rent** to *[any]* a particular class or group of purchasers~~[.]~~ **or renters based on income, provided the regulation, provision or requirement:**

(1) **Does not require more than 30 percent of housing units within a development to be sold, or rented, at below-market rates; and**

(2) **Offers developers one or more of the following incentives:**

(a) **Density adjustments.**

(b) **Fee waivers or reductions.**

(c) **Waivers of system development charges or impact fees.**

(d) **Finance-based incentives.**

(e) **Preferential treatment for processing of permits.**

(f) **Expedited service for local approval processes.**

(g) **Modification of height, floor area or other site-specific requirements.**

1 **(h) State-authorized property tax exemptions or abatements.**

2 *[(2) This section does not limit the authority of a city, county or metropol-*
3 *itan service district to:]*

4 *[(a) Adopt or enforce a land use regulation, functional plan provision or*
5 *condition of approval creating or implementing an incentive, contract commit-*
6 *ment, density bonus or other voluntary regulation, provision or condition de-*
7 *signed to increase the supply of moderate or lower cost housing units; or]*

8 *[(b) Enter into an affordable housing covenant as provided in ORS 456.270*
9 *to 456.295.]*

10 **SECTION 8.** ORS 401.335 is amended to read:

11 401.335. (1) **A local government is expressly authorized to waive any**
12 **state or local building code, zoning code, regulation or requirement to**
13 **accommodate the installation of temporary housing units, provided:**

14 **(a) The governing body of the city or county has declared a state**
15 **of emergency pursuant to ORS 401.309; or**

16 **(b) The housing vacancy rate within the jurisdiction of the local**
17 **government is four percent or less.**

18 **(2)** Any political subdivision of this state is expressly authorized to ac-
19 quire, temporarily or permanently, by purchase, lease, or otherwise, sites
20 required for installation of temporary housing units for disaster victims, and
21 to enter into arrangements necessary to prepare or equip such sites to utilize
22 the housing units.

23 **SECTION 9.** ORS 90.230 is amended to read:

24 90.230. (1) If a tenancy is for the occupancy of a recreational vehicle in
25 a manufactured dwelling park, mobile home park or recreational vehicle
26 park, all as defined in ORS 197.492, the landlord shall provide a written
27 rental agreement for a month-to-month, week-to-week or fixed-term tenancy.
28 The rental agreement must state:

29 (a) If applicable, that the tenancy may be terminated *[by the landlord*
30 *under ORS 90.427 without cause upon 30 or 60 days' written notice for a*
31 *month-to-month tenancy or upon 10 days' written notice for a week-to-week*

tenancy] as provided in ORS 90.427, except that the landlord shall provide 30 days' written notice for a month-to-month tenancy during the first year of occupancy, 60 days' written notice for a month-to-month tenancy at any time after the first year of occupancy and 10 days' written notice for a week-to-week tenancy.

(b) That any accessory building or structure paid for or provided by the tenant belongs to the tenant and is subject to a demand by the landlord that the tenant remove the building or structure upon termination of the tenancy.

(c) That the tenancy is subject to the requirements of ORS 197.493 (1) for exemption from placement and occupancy restrictions.

(2) If a tenant described in subsection (1) of this section moves following termination of the tenancy by the landlord under ORS 90.427, and the landlord failed to provide the required written rental agreement before the beginning of the tenancy, the tenant may recover the tenant's actual damages or twice the periodic rent, whichever is greater.

(3) If the occupancy fails at any time to comply with the requirements of ORS 197.493 (1) for exemption from placement and occupancy restrictions, and a state agency or local government requires the tenant to move as a result of the noncompliance, the tenant may recover the tenant's actual damages or twice the periodic rent, whichever is greater. This subsection does not apply if the noncompliance was caused by the tenant.

(4) This section does not apply to a vacation occupancy.

SECTION 10. ORS 90.465 is amended to read:

90.465. (1) A city with a population that exceeds 300,000 shall have a right of action against the owner of any premises to recover the reasonable costs of relocation incurred by the city because the condition of the premises causes condemnation and relocation of the tenants at public expense. In order to recover the costs, the city must allege and prove that, due to action or inaction of the owner, the premises are or have been in multiple and material violation of applicable health or safety codes for a period of more than 30 days and that the violation endangers the health or safety of the

tenants or the public, or both.

(2) It shall be an affirmative defense to recovery of relocation costs incurred for any tenant that the condition was caused by the action or negligence of that tenant.

(3) The official responsible for city code enforcement shall notify the owner in writing when the official finds the premises to be in a condition that may cause tenant relocation. The notice shall also inform the owner of the potential liability for relocation costs.

(4) A landlord may not terminate a rental agreement because of the receipt of the notice required by subsection (3) of this section except for the reasons set forth in ORS 90.385 (4). The owner is not liable for tenant relocation costs if the termination is for the reasons set forth in ORS 90.385 [(4)(b)] (4)(a).

(5) The action provided in subsection (1) of this section is in addition to any other action that may be brought against an owner under any other provision of law.

SECTION 11. This 2016 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2016 Act takes effect on its passage.



WASCO COUNTY

Board of County Commissioners

511 Washington Street, Suite 302

The Dalles, Oregon 97058-2237

(541) 506-2520

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Rod Runyon, *Commission Chair*

Scott Hege, *County Commissioner*

Steven Kramer, *County Commissioner*

Representative Alissa Keny-Guyer

Sent via email: Rep.AlissaKenyGuyer@state.or.us

February 3, 2016

Dear Chair Keny-Guyer and Members of the Human Services and Housing Committee:

We know that a stable, safe place to call home is the key to success. We know the policy and resource strategies that can put us back on track to meeting the housing needs of our most vulnerable Oregonians.

We urge you to take bold action this session for housing opportunity, including immediate adoption of HB 4001. In addition to emergency renter protections and lifting the ban on Inclusionary Zoning through HB 4001, we also urge the Legislature to invest in housing development, preservation, and homelessness prevention.

Thank you very much for your consideration of HB 4001, and for all your work on behalf of Oregonians.

Sincerely,

Rod Runyon, Commission Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
FEBRUARY 3, 2016**

CONSENT AGENDA

1. [1.11.2015 Public Hearing Minutes](#)



WASCO COUNTY BOARD OF COMMISSIONERS
PUBLIC HEARING
JANUARY 11, 2016

PRESENT: Rod Runyon, Commission Chair
Scott Hege, County Commissioner
Steve Kramer, County Commissioner

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

At 5:30 p.m. Chair Runyon opened the Public Hearing. He pointed out the sign-in sheet at the front of the room for people to indicate their desire to speak. He noted that not signing in would not preclude someone from the opportunity to speak; those on the sign-in sheet will go first when the floor is opened for testimony.

Chair Runyon explained the process for the hearing: We will now commence the continuation of the December 28, 2015 public hearing for PLALEG-15-11-0001, a review of a recommendation made by the Wasco County Planning Commission for: Legislative text amendments to the Wasco County Land Use & Development Ordinance to regulate the time, place and manner of marijuana businesses identified by HB 3400 including the addition of Chapter 11 (Marijuana Production, Processing, Wholesaling and Retailing) and changes to Chapter 1 (Definitions), Chapter 3 (Basic Provisions), Chapter 12 (Application for a Farm or Forest Related Dwelling (Primary Structure) on a Non-Conforming Lot-of-Record in the A-1 or FF Zones), Chapter 20 (Home Occupation). The proposed amendments will have a widespread affect, on many properties and zones, and is therefore a legislative amendment.

As a reminder, the process for this amendment has been consistent with the notice procedures required by Chapter 2 of the LUDO, this hearing was advertised for today,

WASCO COUNTY BOARD OF COMMISSIONERS
PUBLIC HEARING
JANUARY 11, 2016
PAGE 2

January 11, 2016, 5:30 p.m., in this room. Notice was provided in the newspaper, on the 12/28/2015 and 1/11/2016 Board of County Commissioners Hearing PLALEG-15-11-0001 Marijuana LUDO Amendments Page 4 of 7 radio and by the County's website. Staff also provided written notice to all county landowners of the proposed changes and hearing dates. This hearing is the second of two Board of County Commission hearings scheduled for this text amendment.

The criteria for approval of this request include: Wasco County Land Use & Development Ordinance (LUDO) • Chapter 2 – Development Approval Procedures • Chapter 9 – Zone Change and Ordinance Amendments

The procedure I would like to follow is: (d) The Planning Department will provide a brief overview of their December 28, 2015 presentation of the amendments recommended by the Planning Commission. (e) Members of the audience who wish to provide testimony will be allowed to do so. (f) The Board of Commissioners will provide direction to staff for any additional information or amendments they would like to see for the next hearing.

Time Limitations & Testimony If numerous people in the audience wish to testify, do a show of hands of those who would like to testify either for or against the proposal. If a lot of people want to testify, indicate they will be limited to 5 minutes (or other) and their testimony will be timed. Also indicate that their testimony needs to be limited to applicable criteria. When recognized by the Chair, please come forward to the podium, give your name, address and make your statement. Please do not repeat testimony. If you wish, you may choose merely to agree with a previous speaker's statements. The Chair may limit testimony to a certain time limit. When recognized by the Chair, a County Commissioners may ask questions of staff and participants without affecting time limits.

The Rules of Evidence are as follows: No person shall present irrelevant, immaterial, or unduly repetitious testimony or evidence. Evidence received shall be of a quality that reasonable persons rely upon in the conduct of their daily affairs. Testimony and evidence must be directed toward the subject hearing. 12/28/2015 and 1/11/2016 Board of County Commissioners Hearing PLALEG-15-11-0001 Marijuana LUDO Amendments Page 5 of 7

Chair Runyon asked if any Commission member wished to disqualify themselves for any personal or financial interest in this matter. There were none.

WASCO COUNTY BOARD OF COMMISSIONERS
PUBLIC HEARING
JANUARY 11, 2016
PAGE 3

Chair Runyon asked if any member of the audience wished to challenge the right of any Commission member to hear this matter. There were none.

Chair Runyon asked if there is any member of the audience who wished to question the jurisdiction of this body to act on behalf of Wasco County in this matter. There were none.

Chair Runyon asked Planning Director Angie Brewer to present the staff report.

Ms. Brewer stated that the presentation (included in the Board Packet) has not changed from the first public hearing and is available on the County website. She briefly reviewed the presentation with a focus on the amendment do's and don'ts slides.

Commissioner Hege noted that in the public comments from the first hearing there were questions about setbacks. He asked how a building qualifies as a church or school. Ms. Brewer stated that there are definitions for those. He asked if it mattered that the building is not in use. Ms. Brewer replied that there will be site-specific issues that arise; the Planning Department would recommend a pre-application conference in those cases. She stated that there are about six definitions for a school and there is also guidance from the State.

Ms. Brewer went on to say that the Planning Commission tried to walk an equitable line. The regulations apply to commercial applications, not personal use. She referred to the land use matrix which is available on the Planning Department's website; staff is happy to help people use that tool. She said that the Planning Commission recommends approval of the amendments as drafted.

Commissioner Hege noted that one issue is processing which is allowed in the Exclusive Farm Use Zones but not F1 or F2. Transportation of product from the growing site to the processing site could be a problem.

Owen Christiansen suggested an exemption based on size of the processing site rather than the type of processing. He added that they might also consider an exemption for temporary processing.

Ms. Brewer responded that those are good suggestions and were discussed at both the Planning Commission and Planning Department. She stated that although not opposed to the idea of processing in the Farm Forest Zones, it is not equitable to other agricultural processors; it would have to be allowed for all rather than just one.

WASCO COUNTY BOARD OF COMMISSIONERS
PUBLIC HEARING
JANUARY 11, 2016
PAGE 4

She added that it is also not directly in line with the purpose statement and goal for that zone. She acknowledged that many forest zones do not have forests on them which is a large issue that cannot be addressed through this process but will be taken up through long-term planning.

Ms. Brewer continued by saying that temporary use is more possible but they have not settled the question of equitability. She stated that most uses in that zone are forest uses and small-scale processing for timber is not a viable option. She said that it is a good discussion but at this time we do not have enough information to move forward confidently.

Commissioner Hege reported that it is existing landowners bringing this forward. Ms. Brewer responded that to be fair it is only some of the existing landowners. Commissioner Hege said that he wants to have the discussion about what can be done now as it could be a significant amount of time before a long-term plan is done. Ms. Brewer stated that temporary uses will likely be conditional uses; temporary use is two years with a possible one-year extension which would allow time to complete the long-term planning process.

Commissioner Hege asked about wholesaling. Ms. Brewer replied that it has been broad brushed in the amendments; lumped in with other items as it is hard to do stand-alone wholesaling. She noted that the scale will vary and we will learn from it over time. She added that the State will probably also produce additional regulations; the County wants to be able to absorb them. She said that wholesaling is mentioned in the amendments when addressing processing and retailing.

Chair Runyon pointed out that the long-term process will be fair to other products. Ms. Brewer concurred saying that they want to avoid unintended consequences.

Commissioner Kramer stated that we could use the CUP to go case by case for conditional uses. Ms. Brewer agreed – it would probably be a more time intensive review and might result in more hearings before the Board if Planning cannot come to an agreement with the applicant.

Commissioner Hege said that Eric Smith has asked if there is a proposed processing site. He went on to say that the County has not proposed such a site; that is a private sector function. He said that Mr. Smith asked how many people own property in the Exclusive Farm Zone which is challenging to answer. He explained that the Assessor found that there are 2,936 accounts – some people own more than one account. He

WASCO COUNTY BOARD OF COMMISSIONERS
PUBLIC HEARING
JANUARY 11, 2016
PAGE 5

stated that there are at least over 1,000 owners. He stated that Mr. Smith had asked that if in-house processing is allowed, would the County provide security for transportation. Commissioner Hege stated that security is also a private sector function and would probably be a good business opportunity.

Chair Runyon noted that residential grows are not permitted outside of personal-use grows. He asked that if lawfully established medical grows would be allowed to continue. Ms. Brewer answered that if the grows and buildings were lawfully established, they will be allowed to continue. She said that the buildings, to be lawful, would have gone through the Planning Department. She noted that some buildings have changed uses and the Planning Department is not always notified; the only way we would know is if the OLCC asked for County sign-off. She observed that we do not have an inventory of where the existing grows are – previously it was held as confidential information; we only hear about them through complaints about lighting or odors, etc. She went on to say that if anyone wants to expand a legal business that goes beyond the current legal scope, they would probably need sign-off by OLCC and OHA; we will likely not be able to approve that expansion in rural residential or farm forest zones.

Chair Runyon pointed out that Code Compliance is complaint driven; it is up to citizens to bring issues forward. Ms. Brewer agreed saying that Planning does not go out to look for violations – we rely on citizens.

Commissioner Hege asked if anyone had looked into the concerns and comments being made about federal laws. Mr. Stone said that those questions were passed on to County Counsel who has been in contact with Ms. Brewer on a daily basis. He said that it will all be tested and the results are yet to come – there are no guarantees. Commissioner Hege noted that this is not unique to Wasco County. Ms. Brewer stated that we are moving forward with the guidance given by the State; it will be tested. Chair Runyon observed that one county that has opted out has law suits pending as a result of opting out.

Commissioner Hege said that one comment has been that the amendments limit opportunities to the Exclusive Farm Zones and Forest Zones. He stated that 75% of the zones not located in the Scenic Area are EFU, 10% is Farm Forest. When F1 and F2 are added in, more than 98% is available with only 2% completely excluded. Rural Residential is very small and to take that over seems unnecessary. Ms. Brewer displayed a chart (attached) illustrating the numbers. She said that most of the County will be

WASCO COUNTY BOARD OF COMMISSIONERS
PUBLIC HEARING
JANUARY 11, 2016
PAGE 6

zoned for growing and in many cases processing.

Commissioner Hege said that he was a little confused about the community garden component. Ms. Brewer said that they had taken that from Clackamas County's revisions. It is not currently in Wasco County's LUDO but because it is a possible application in Wasco County, the Planning Commission wanted to keep it. Since growing is not allowed on public property and a community garden is considered public, it would not be allowed in a community garden.

Chair Runyon opened the floor to the public calling first on people who had signed up.

Dr. David Wehrly came forward and asked if there will be a vote today. Chair Runyon replied that unless the Board finds something to add that needs more work, there will be a vote. Dr. Wehrly read a statement in the record:

Just a reminder, as you consider your individual votes in this matter – a commissioner voting to opt-in to any of the options that are in violation of Title 21 or other applicable federal statutes is not indemnified from possible federal prosecution for federal felonies, at least facilitation of crime. And with the possibility of new administration that looks favorably on enforcing existing federal drug laws, I can assure you that a new U.S. Attorney for the District of Oregon will be petitioned to do so. Thank you.

Michelle Halle said that under Oregon's grandfathering rules medical grows will not require changes.

Commissioner Hege said that this is something that just came out. Ms. Halle said that the State did not want dramatic changes; certified medical grower are being allowed to be in the system without a new process but will not be allowed to expand without going through the new process.

Ms. Halle read a statement into the record:

Good evening, Commissioners and thank you for the opportunity to submit comments for the record regarding the proposed ordinance to regulate the time, place and manner of marijuana businesses. I very much appreciate the hard-work, time, thought and careful consideration you, Ms. Brewer and all County staff have put into this effort. My husband and I have a small outdoor medical cannabis operation utilizing certified organic growing practices in Wasco County. It has been registered with the Oregon Health Authority for six years. While it appears that our operation, being in the EFU Zone, will not be significantly limited, we are concerned for others who are currently operating or want to operate in a rural residential zone. I will take the statistic about 98% of the land being available into consideration because I did not realize the number was so high.

WASCO COUNTY BOARD OF COMMISSIONERS
PUBLIC HEARING
JANUARY 11, 2016
PAGE 7

But, for the record, my request to you is to allow cannabis production in the rural residential five-acre and ten acre zones. Even Clackamas County's marijuana ordinance, reportedly used as a model for Wasco County's ordinance, allows for cannabis production on minimum five-acre parcels located in rural residential zone and Clackamas is a much more densely populated County than Wasco County. The proposed prohibition does not seem to make sense given all the other uses currently allowed in a rural residential zone with noise, order and dust impacts including alcohol manufacturing from timber or ag waste, mining, personal helicopter pads and airplane landing strips, power generation, all farm uses except cannabis.

It is this last use where I think the County may be inviting, as you have mentioned, unnecessary trouble for itself. As you are well aware, HB3400, Section 34, Sub 1, Sub A, specifically identifies cannabis as a crop for purposes of determining farm use. Farmers all over the state should be very concerned by any attempt to arbitrarily exclude the production of one single crop from the definition of farm use. If you were to allow cannabis production on rural residential parcels of a minimum of five acres, you could require greenhouse or indoor grows with carbon filtration ventilation equipment to minimize any nuisance odors. Otherwise, I believe that maintaining the blanket restriction potentially sets the County up for lawsuits which will cost money and staff time and be a fight the taxpayers, including myself, aren't excited to pay for. Thank you very much for your time and consideration.

Ms. Brewer stated that Clackamas County does allow grows in Rural Residential with a minimum of five acres – the grow must be indoors and is required to have filtration. She said that the Planning Commission did consider that but with so little Rural Residential in Wasco County, they felt it was important to protect those zones and move the grows out to the resource zones. She said that it is not an assumption that the grows would automatically negatively impact the rural residential and farm forest zones, but the Planning Commission wanted to encourage development in the resource zones.

Chair Runyon asked if Clackamas has more Rural Residential zoning than Wasco County. Ms. Brewer replied that they do as does Deschutes County. She said that they have had a lot of good discussions about the right to farm and changes in conditions; Wasco County's Planning Commission is trying to minimize litigation risk. She said that there is a risk either way; finding that balance is difficult but is what we are trying to do.

Commissioner Hege said that we have received a letter from an attorney which was reviewed by Counsel but the risk goes both ways. Ms. Brewer predicted that right to

WASCO COUNTY BOARD OF COMMISSIONERS
PUBLIC HEARING
JANUARY 11, 2016
PAGE 8

farm will be challenged at some point. The House Bill 3400 language calls out resource land and allows regulation; it is bound to be tested somewhere. Commissioner Hege reminded everyone that 98% of the available land in Wasco County is resource land.

Ms. Halle reported that there is an attorney in Portland drafting suits, ready to pull the trigger. Ms. Brewer added that there have been many attorneys watching and most have actually been helpful in this process.

Mr. Christiansen of Mosier stated that we are not here to talk about whether or not this should come to a vote. He said that there is little risk from federal enforcement; they are moving away from federal prosecution – they do not have the money to prosecute uses that are allowed by state law. He went on to say that the idea of allowing temporary processing in F1 and F2 is good; it will allow businesses to capture the supply chain and allow the County to collect data that will help formulate regulations in the long term. He said that he recognizes the inequity of allowing marijuana processing in zones where timber processing is not allowed but they are different crops; unlike timber, processing of marijuana can take place in 2,000 square feet. He stated that if producers cannot process, they miss out on revenue.

Mr. Christiansen went on to say that wholesaling is not necessarily a warehouse where trucks are coming and going; it could be just a storage unit. He said he would like to be able to host other growers and producers in a central and secure location which would make more sense than having to secure in many locations. He added that if producers cannot process, they will have to lower their prices to sell to those who can process. Jeff Handley said that he has F1 property and EFU property that is managed for forest production. He said in considering what the state planning goals and guidelines are for forest lands, we need to understand why those were put in place. There should not be large buildings or processing unless we understand why those uses were originally restricted for those zones. He said that the marijuana industry wants to be treated like every other industry and should not be given special dispensation. He said that this isn't just about storage; processing can be a fire hazard – we saw that just last summer.

Commissioner Runyon stated that right now we are talking about not having processing in the forest zone. He asked Ms. Brewer to talk about the process for buildings in the forest zone.

Ms. Brewer observed that the State language has not changed – uses are very specific. Farm uses are also allowed as long as they meet the State definition. HB3400 provides local jurisdiction to affect ordinance. We can address marijuana as defined by that bill.

WASCO COUNTY BOARD OF COMMISSIONERS
PUBLIC HEARING
JANUARY 11, 2016
PAGE 9

We try to balance quality of life with uses; farm use in forest zones is allowed but processing is not right now. It has been a topic of discussion and there are options. Staff has not had the capacity to thoroughly evaluate the outcome for us to move forward.

Mr. Handley restated that we need to understand why they did not allow it to begin with before we consider a change. Ms. Brewer replied that it makes sense to her.

Brad DeHart said that as a Planning Commissioner, he supports the proposal based on the request made by the Board of Commissioners. As a resident, he would like to suggest an alternative – the Board can opt out and allow the issue to go back to the voters to see what they would like. He said that we learn more every day and by the time it would come to a vote, we would know even more. He said that he would appreciate it if during deliberation, the Board would consider that option.

No one else came forward to speak. Chair Runyon closed the public comment portion of the hearing.

Commissioner Kramer said that a lot of time has been spent on this and we have covered what we do know. Things will change on a monthly basis. He said that he has no other questions.

Commissioner Hege agreed that it has been a long process starting with town halls and including work sessions and public hearings for both the Planning Commission and the Board of Commissioners. We have spent a lot of time and done a lot of work. He said that the Board has had and still has the opportunity to opt out. Some have suggested that we need to get marijuana out of the County but that is not possible – medical and personal grows are here to stay. He said that he thinks it makes sense to regulate it, understanding that we cannot make everyone happy with anything we do.

Chair Runyon said that his thought at first was to opt out. He stated that we have been at this since fall, communicating with OLCC, AOC, and citizens, attending the Planning Commission public hearings and reading the notes from their work sessions as well as having discussions with the Administrative Officer and Planning Director. He continued by saying that although he cannot talk to his fellow Commissioners about this outside of public meetings, he does not have a sense that an opt-out motion would pass but he would like to see the rules in place. He went on to say that he has talked to law enforcement; they will see problems no matter what. He said that he is not interested in helping with processing; he wants to make it as hard as possible while

WASCO COUNTY BOARD OF COMMISSIONERS
PUBLIC HEARING
JANUARY 11, 2016
PAGE 10

still allowing it with rules in place. He noted that half of the population of Wasco County is in the City of The Dalles where the County has no authority to regulate. He said that we have been a compromise Commission and we worked together to get this done. We can still opt out in the future. There is also nothing to stop a citizen from bringing this to the ballot. He said that in response to the 50/50 split, this is the best way to go. When we get complaints, we will follow up on them.

Commissioner Kramer stated that 75.87% is in A1 in the County. He said that growers have come to him asking that we not opt out; it takes away their opportunity to earn a living. He said his constituents have asked that we not opt out; they do want regulations and they are committed to following those regulations.

Commissioner Hege said that another issue is home occupation which is not permitted in the proposed amendments. The comment is that they understand the impact from the larger grows but what will be the impact from home occupation grows? He stated that he has talked with the Planning Department; he was concerned that we are taking away opportunities but there is not enough time or information to do it now. He said that he wants to look at it as we move forward with long-term planning as it is a potential opportunity for people. He noted that this will change; there will be new rules from the State and our ordinance will change.

Commissioner Hege went on to say that he thinks there is reason to look at temporary uses in the F1 and F2 zones which will allow us to gather data that will inform regulations. He said that what he heard is a concern about the amount of space that a processing site will use. He stated that his initial response is that if we could have a saw mill, he would support that. He said that he thinks processing should be okay and he is not clear why it is not. He said that he would like to look at a scale for temporary use in a temporary building, noting that processing can occur in a cargo container.

Chair Runyon pointed out that in The Dalles, you can have a 200 square foot building without a permit. He asked if that is true in the County. Ms. Brewer replied that you can for instance have a temporary structure for timber harvest. Typically the City allows it for an accessory building – you would have to have a main structure.

Commissioner Hege stated that the Planning Commission spent a long time and has done an admirable job; this is a good start and it will change. He said that their approach and process was good. With so much of the County allowing growing he is now aware of how little is available for those who want to live in rural residential.

WASCO COUNTY BOARD OF COMMISSIONERS
PUBLIC HEARING
JANUARY 11, 2016
PAGE 11

Chair Runyon thanked the Planning Department, Planning Commission and other members of staff for all their work. He read the options available to the Board:

Continue hearing to a known date and time. Based on testimony and evidence presented at the hearing, continue the hearing if necessary. Additional testimony may provide specific reasons to approve or deny. 12/28/2015 and 1/11/2016 Board of County Commissioners Hearing PLALEG-15-11-0001 Marijuana LUDO Amendments Page 6 of 7 B. Adopt Planning Commission's recommended text amendments.

Based upon all of the findings of fact, the Board may approve the request as recommended by the Planning Commission; or

Based upon amended findings of fact, the Board may approve the request with amendments;

PLANNING COMMISSION RECOMMENDATION: Approval of the proposed text amendments as an emergency ordinance, with the following conditions: 1. Limit the prohibition of new dwellings in conjunction with marijuana crops to lands zoned exclusively for farm use, to be consistent with HB 3400 (see Section 34(2)(a)). 2. Modify the definition of "agriculture structure" in Section 1.090 to ensure new agriculture buildings can be approved for farm uses that comply with state law. 3. Correct errors in Staff Report and the proposed text amendment: a. Staff Report: add references to Oregon Health Authority where applicable; and b. Proposed Ordinance Text: add references to Farm-Forest (F-F 10) and Agriculture-Recreational (A-R) in new Chapter 11, Section 11.020(b) to be consistent with the language recommended for Chapter 3. 4. Include the following emergency clause: "Inasmuch as this ordinance amendment is necessary for the immediate preservation of health, safety and welfare, an emergency is hereby declared to exist and this ordinance amendment shall be in full force and effect immediately upon its adoption by the County Court."

C. Denial of proposed text amendments.

Based upon amended findings of fact, the Board may deny the request.

Commissioner Hege asked if it is possible to add temporary processing. He asked if the Board can approve the ordinance as proposed and then direct staff to continue to work on a separate amendment for temporary processing. Mr. Stone pointed out that the Board would not know what that language would be. He said that the Board can

WASCO COUNTY BOARD OF COMMISSIONERS
PUBLIC HEARING
JANUARY 11, 2016
PAGE 12

approve these as recommended to protect from grandfathered uses and then have another process to amend it. Ms. Brewer added that it would be the same process that we are concluding now.

Chair Runyon asked if we would be addressing that issue in the long-term planning. Mr. Stone replied that it would probably have to be revisited through that process.

Commissioner Hege stated that he does not want to see it pushed aside for two years. Based on the information, he does not see the downside of processing on F1 or F2.

Mr. Stone suggested that the Board approve the amendments as proposed and then direct staff to start working on the next piece to get it back fairly soon. Ms. Brewer agreed saying that it will be the same work now or later.

Chair Runyon asked if it is being done in other counties. Ms. Brewer replied that there is one other county adding in processing specifically. She said that she can talk to them about how that is going.

Commissioner Hege observed that the Planning Commission is a great place to vet that. Ms. Brewer commented that to put staff on one long-term priority pushes out others. She asked if it needs to be determined now or are other things more important.

Mr. Stone said that the goal is to keep the decision-making process clean. Ms. Brewer added that staff will support whatever decision is made.

Commissioner Hege said that a two-year delay will cause missed opportunities. He went on to say that the idea of processing and home occupation are things he wants to look at – he has questions about them.

Chair Runyon said that he would like to see some preliminary work done on that and get it on the agenda for direction.

{{{Commissioner Hege moved to approve the amendments recommended by the Planning Commission based on all the findings of fact:

PLANNING COMMISSION RECOMMENDATION: Approval of the proposed text amendments as an emergency ordinance, with the following conditions: 1. Limit the prohibition of new dwellings in conjunction with marijuana crops to lands zoned exclusively for farm use, to be consistent with HB 3400 (see Section 34(2)(a)). 2. Modify the definition of “agriculture structure” in Section 1.090 to ensure new agriculture buildings can be approved

WASCO COUNTY BOARD OF COMMISSIONERS
PUBLIC HEARING
JANUARY 11, 2016
PAGE 13

for farm uses that comply with state law. 3. Correct errors in Staff Report and the proposed text amendment: a. Staff Report: add references to Oregon Health Authority where applicable; and b. Proposed Ordinance Text: add references to Farm-Forest (F-F 10) and Agriculture-Recreational (A-R) in new Chapter 11, Section 11.020(b) to be consistent with the language recommended for Chapter 3. 4. Include the following emergency clause: “Insomuch as this ordinance amendment is necessary for the immediate preservation of health, safety and welfare, an emergency is hereby declared to exist and this ordinance amendment shall be in full force and effect immediately upon its adoption by the County Board of Commissioners.”

Commissioner Kramer seconded the motion which passed unanimously.}}

Youth Think Coordinator Debby Jones said that her assumption is that since there was not option for opting out that will not happen. She asked if there is a process for the addition of the 3% tax in the future.

Commissioner Hege stated that we should talk about that. The tax is only applied at the retail level. For the County there are only about three locations where that could happen – Wamic, Tygh Valley and Pine Grove. There would have to be a recreational dispensary there and then only 3% of the sales would come to the County. He said that we could do that – no harm, no foul – but it is highly unlikely that we would generate any revenue.

Chair Runyon closed the public hearing.

Chair Runyon explained that Mosier has been challenged by some severe water problems. He stated that the Board has a letter of support for a grant application to help Mosier address those issues. He read the letter into the record:

The Wasco County Board of Commissioners supports Wasco County SWCD's application to the Water Supply Development Account program for exploratory well drilling in the Mosier area. Water levels in the Mosier area have been declining at an alarming rate for over four decades resulting in a significant negative impact on the economic, environmental, and social well-being of the area. Studies conducted by the USGS and OWRD have indicated that commingling aquifers through leaky wells accounts for 80-90% of the decline in groundwater with only a small portion due to consumptive use.

The groundwater declines have depressed real estate transactions in the Mosier area and are a direct threat to agriculture which depends on groundwater to support irrigated agriculture, significant to the local economy. Mosier is a vibrant community that we cannot afford to lose; if we do not halt or reverse

WASCO COUNTY BOARD OF COMMISSIONERS
PUBLIC HEARING
JANUARY 11, 2016
PAGE 14

the groundwater declines, Mosier's economy and population will not be sustainable.

The USGS and OWRD studies also describe a connection between the groundwater and surface water in the area. Mosier Creek is home to federally listed salmon and steelhead below Mosier Creek Falls. These fish are an important resource, supporting Oregon's commercial, recreational and Tribal subsistence fisheries.

The Wasco County Board of Commissioners strongly supports Wasco County SWCD's project proposal. If successful, the project will have numerous economic, environmental and social benefits for the residents of Mosier and Wasco County as a whole. We encourage funding of this project

*****The Board was in consensus to sign the letter of support for Mosier's grant application for funding to address their groundwater issues.*****

Ms. White explained that this did not get on the agenda as the letter came to her late on Friday. Since the grant deadline is before the Board's next regularly scheduled session, it needed to have a decision at this evening's public hearing session.

Chair Runyon adjourned the meeting at 7:09 p.m.

Summary of Actions

Motions Passed

- To approve the amendments recommended by the Planning Commission based on all the findings of fact:

PLANNING COMMISSION RECOMMENDATION: Approval of the proposed text amendments as an emergency ordinance, with the following conditions: 1. Limit the prohibition of new dwellings in conjunction with marijuana crops to lands zoned exclusively for farm use, to be consistent with HB 3400 (see Section 34(2)(a)). 2. Modify the definition of "agriculture structure" in Section 1.090 to ensure new agriculture buildings can be approved for farm uses that comply with state law. 3. Correct errors in Staff Report and the proposed text amendment: a. Staff Report: add references to Oregon Health Authority where applicable; and b. Proposed Ordinance Text: add references to Farm-Forest (F-F 10) and Agriculture-Recreational (A-R) in new Chapter 11, Section 11.020(b) to be consistent with the language recommended for Chapter 3. 4. Include the following emergency clause: "Insomuch as this

WASCO COUNTY BOARD OF COMMISSIONERS
PUBLIC HEARING
JANUARY 11, 2016
PAGE 15

ordinance amendment is necessary for the immediate preservation of health, safety and welfare, an emergency is hereby declared to exist and this ordinance amendment shall be in full force and effect immediately upon its adoption by the County Board of Commissioners.”

Consensus

- **To sign the letter of support for Mosier’s grant application for funding to address their groundwater issues.**

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod Runyon, Commission Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

Agenda Item
Crossroads Counseling Contract

- [Anne Webber/Crossroads Counseling Contract](#)

**LEVEL II SUBSTANCE ABUSE TREATMENT
CONSULTING SERVICES CONTRACT**

This Contract is by and between Wasco County (“**COUNTY**”) and Anne Webber, CADC II (“**CONSULTANT**”), for the performance of substance abuse treatment programming for the Community Corrections Department of COUNTY in furtherance of its goal to reduce criminal behavior and drug and alcohol addiction and abuse by promoting positive change in individuals through a combination of program services, supervision, and sanctions.

A. RECITALS

COUNTY has the need for the services of a person or entity with particular training ability, knowledge and experience as possessed by CONSULTANT. COUNTY has determined that CONSULTANT is qualified and capable of performing the professional services as COUNTY requires, under the terms and conditions set forth.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

Exhibit A Scope of Work

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to project completion by no later than December 31, 2016, and may be extended for additional periods of time upon mutual agreement of both parties.

2. Scope of Work

CONSULTANT shall provide all services and deliver all materials as specified in the attached Exhibit A. All services and materials shall be provided by CONSULTANT in accordance with the Exhibit in a competent and professional manner.

3. Compensation

3.1 Payment. CONSULTANT shall complete the Scope of Work as defined above for not to exceed \$824.00 for up to seven (7) “client slots” per week.

3.2 Payments. COUNTY will review CONSULTANT’s invoice and within ten (10) days of receipt notify CONSULTANT in writing if there is a disagreement or

dispute with the invoice. If there are no such disputes with the invoice, COUNTY shall pay the invoice amount in full within thirty (30) days of invoice date.

4. Consultant Is an Independent Contractor

CONSULTANT shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While COUNTY reserves the right to set the schedule and evaluate the quality of CONSULTANT's completed work, COUNTY cannot and will not control the means and manner of CONSULTANT's performance. CONSULTANT is responsible for determining the appropriate means and manner of performing work. CONSULTANT is responsible for all federal and state taxes applicable to compensation and payment paid to CONSULTANT under the Contract and will not have any amounts withheld by COUNTY to cover CONSULTANT's tax obligations. CONSULTANT is not eligible for any COUNTY fringe benefit plans.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

COUNTY: Fritz Osborne, Director
Wasco County Community Corrections
421 East Seventh Street, Annex B
The Dalles, OR 97058

Tyler Stone, Administrative Officer
Wasco County
511 Washington Street, Suite 101
The Dalles, OR 97058

CONSULTANT: Anne Webber, CADIC II
Crossroads Counseling
508 Washington St.
The Dalles, OR 97058

6. Indemnification

To the extent permitted by applicable law, CONSULTANT shall defend, save, and hold COUNTY harmless and its officers, agents, and employees from and against any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the operations of the CONSULTANT, including but not limited to the activities of CONSULTANT or its officers, employees, agents or subcontractors under this Agreement. CONSULTANT shall not be deemed an agent of COUNTY under the Oregon Tort Claims Act.

7. Insurance Requirements

- 7.1 During the term of this Contract, CONSULTANT shall maintain, at its own expense, Professional Liability Insurance covering any damage caused by error, omission or negligent act related to the CONTRACTOR'S services, with limits not less than \$2,000,000.00.
- 7.2 Insurance coverage shall be maintained for a period of 2 years after completion of this Contract. It shall also include a 2 year "tail" policy for any "claims made" policies made part of this Contract.
- 7.3 Policies shall provide that COUNTY, its directors, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 8.1 and a waiver of subrogation against them shall be obtained for all coverages.
- 7.4 All coverages under Section 7.1 shall be primary over any insurance COUNTY may carry on its own.
- 7.5 CONSULTANT shall be solely responsible for any loss, damage or destruction to its own property and materials used in conjunction with the work or services under this Contract.
- 7.6 CONSULTANT shall furnish COUNTY with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by COUNTY, CONSULTANT shall furnish COUNTY with executed copies of such policies of insurance. CONSULTANT shall furnish COUNTY with at least 30-days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

- 8.1 CONSULTANT, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 8.2 CONSULTANT warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. CONSULTANT shall indemnify COUNTY for any liability incurred by COUNTY as a result of CONSULTANT's breach of the warranty under this paragraph.

9. Assignment

CONSULTANT may not assign any of its responsibilities under this Contract without

COUNTY's prior written consent, which consent may be withheld in COUNTY's sole discretion. CONSULTANT may not subcontract for performance of any of its responsibilities under this Contract without COUNTY's prior written consent, which consent shall not be unreasonably withheld.

10. Labor and Material

CONSULTANT shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to COUNTY other than the compensation provided in this Contract.

11. Ownership of Work and Documents

All work performed by CONSULTANT and compensated by COUNTY pursuant to this Contract shall be the property of COUNTY upon full compensation for that work performed or document produced to CONSULTANT, and it is agreed by the parties that such documents are works made for hire. CONSULTANT hereby conveys, transfers and grants to COUNTY all rights of reproduction and the copyright to all such documents.

12. Termination for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, COUNTY may terminate all or part of this Contract upon determining that termination is in the best interest of COUNTY by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against CONSULTANT. Upon termination under this paragraph, CONSULTANT shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) COUNTY has against CONSULTANT. Pursuant to this paragraph, CONSULTANT shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by CONSULTANT. COUNTY shall not be liable for any costs invoiced later than thirty (30) days after termination unless CONSULTANT can show good cause beyond its control for the delay.

13. Termination for Cause

COUNTY may terminate this Contract effective upon delivery of written notice to CONSULTANT, or at such later date as may be established by COUNTY, under any of the following conditions:

- 13.1 If COUNTY funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- 13.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

- 13.3 If any license or certificate required by law or regulation to be held by CONSULTANT to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

14. Termination for Default

Either COUNTY or CONSULTANT may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If CONSULTANT fails to perform in the manner called for in this Contract or if CONSULTANT fails to comply with any other provisions of the Contract, COUNTY may terminate this Contract for default. Termination shall be effected by serving a notice of termination on CONSULTANT setting forth the manner in which CONSULTANT is in default. CONSULTANT shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

15. Remedies

In the event of breach of this Contract the parties shall have the following remedies:

- 15.1 If terminated under paragraph 14 by COUNTY due to a breach by CONSULTANT, COUNTY may complete the work either itself, by agreement with another contractor, or by a combination thereof.
- 15.2 In addition to the above remedies for a breach by CONSULTANT, COUNTY also shall be entitled to any other equitable and legal remedies that are available.
- 15.3 If COUNTY breaches this Contract, CONSULTANT's remedy shall be limited to termination of the Contract and receipt of Contract payments to which CONSULTANT is entitled.
- 15.4 COUNTY shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 15.5 Upon receiving a notice of termination, and except as otherwise directed in writing by COUNTY, CONSULTANT shall immediately cease all activities related to the services and work under this Contract. As directed by COUNTY, CONSULTANT shall, upon termination, deliver to COUNTY all then existing work product that, if the Contract had been completed, would be required to be delivered to COUNTY.

16. Nondiscrimination

During the term of this Contract, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or

national origin.

17. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between COUNTY and CONSULTANT that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States Court for the State of Oregon.

18. Compliance with Laws and Regulations

CONSULTANT shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, CONSULTANT expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: a) All applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; b) All state laws governing operation of Addictions and Community Mental Health Programs; c) All state laws requiring reporting of Client abuse; d) ORS 659A.400 to 659A.409, ORS 659A.145, and all regulations and administrative rules established pursuant to those laws. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated.

19. Experience, Capabilities and Resources

By execution of this Contract, the CONSULTANT agrees that: CONSULTANT has the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract. CONSULTANT has the capabilities and resources necessary to perform the obligations of this Contract.

20. Documents

All work in its original form, including, but not limited to, documents, notes, papers, computer programs, diaries, recordings and reports performed or produced by CONSULTANT under this contract shall be the exclusive property of the COUNTY and shall be delivered to COUNTY prior to final payment.

21. Access to Records

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, COUNTY, and its duly authorized representatives shall have access to CONSULTANT’s books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, CONSULTANT shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. CONSULTANT shall provide full access to these records to

COUNTY, and its duly authorized representatives in preparation for and during litigation.

22. Representations and Warranties

CONSULTANT represents and warrants to COUNTY that (1) CONSULTANT has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of CONSULTANT enforceable in accordance with its terms, (3) CONSULTANT shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

23. Attorney Fees

In case a suit or action is instituted to enforce the provisions of this Contract, the parties agree that the losing party shall pay such sums as the court may adjudge reasonable for attorney fees and court costs, including attorney fees and costs on appeal.

24. Limitation of Liabilities

COUNTY shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

25. Confidentiality

CONSULTANT shall maintain the confidentiality of any of COUNTY's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent CONSULTANT from establishing a claim or defense in an adjudicatory proceeding. CONSULTANT shall require similar agreements from COUNTY's and/or CONSULTANT's subconsultants to maintain the confidentiality of information of COUNTY.

CONSULTANT shall ensure that patient's privacy is protected and that confidential records are secure from unauthorized disclosure consistent with the HIPPA confidentiality requirements of 45 CFR parts 160 and 164, and consistent with other state or federal regulations governing privacy and confidentiality.

26. Force Majeure

CONSULTANT shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

27. Waivers

No waiver by COUNTY of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by CONSULTANT of the same or any other provision. COUNTY’s consent to or approval of any act by CONSULTANT requiring COUNTY’s consent or approval shall not be deemed to render unnecessary the obtaining of COUNTY’s consent to or approval of any subsequent act by CONSULTANT, whether or not similar to the act so consented to or approved.

28. Severability

Any provisions of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

29. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

30. Integration

This Contract, including the attached exhibits contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract.

31. Amendments

This Agreement shall not be waived, altered, modified, supplemented, or amended in any manner without a duly executed Amendment. Any amendments to this Agreement shall be effective only when reducing to writing and signed by both parties as below.

32. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

WASCO COUNTY, OREGON

Date: _____

SCOTT HEGE
County Commissioner

Date: _____

ROD RUNYON
County Commissioner

Date: _____

STEVE KRAMER
County Commissioner

WASCO COUNTY COMMUNITY CORRECTIONS

Date:_____

FRITZ OSBORNE, Manager

CONTRACTOR

Date:_____

By:_____

Title:_____

Address:_____

Tax Id. No._____

APPROVED AS TO FORM

Date:_____

KRISTEN A. CAMPBELL

Wasco County Counsel

Exhibit A
Scope of Work

CONSULTANT agrees to provide intensive outpatient Level II substance abuse treatment programming to referred COUNTY clients as agreed upon this contract. The services agreed to be provided by CONSULTANT for COUNTY clients will include:

- A. Consultation with the COUNTY staff regarding the Level II program clients, to include: strategies, goals, achievements, problems, and client disciplinary actions. CONSULTANT will communicate with COUNTY regarding clients as needed and as requested by COUNTY.
- B. Monthly client status reports to COUNTY on each client participating in the program that reflects the offender's compliance and progress in the program, attendance, drug tests, and relevant issues.
- C. CONSULTANT will assess and evaluate clients for appropriate level of treatment using the American Society of Addiction Medicine (ASAM) standards.
- D. CONSULTANT will give the clients a written set of rules, requirements, and expectations, including consequences for non-compliance and incentives for success upon entry into the program.
- E. CONSULTANT will provide material incentives for encouraging client's successful completion of programming in the form of \$5.00 gift cards for local coffee shops and/or fast food establishments to be provided for successfully achieving specific bench marks in treatment. There shall be not less than three separate and specific benchmarks during the course of treatment for which three separate incentives will be rewarded.
- F. The treatment program will be based on an evidence based curriculum approved by this department (which will include work books and homework), and address issues of client motivation. Treatment options shall be available consistent with the client's assessed stage of change.
- G. Treatment shall be based on cognitive and behavioral intervention and social learning approaches. The treatment program will be of sufficient length and intensity to produce stable behavioral changes based on replacing thinking errors with pro-social cognitive skills and practicing new skills for avoiding drug use.
- H. CONSULTANT will conduct weekly random "observed" drug tests on all participants. Tests will be conducted by the CONSULTANT (urine or saliva). Testing frequency may decrease to random tests twice per month after the client has had 60 days in treatment without a positive drug test. Random drug tests will continue after that point but may be reduced to twice per month (random). If the client does not admit to a positive test result (as per a signed admission) the sample will be sent to a toxicology lab and confirmed

results obtained. Drug test results (both positive and negative) will be forwarded in hard copy to COUNTY in a timely manner.

- I. Client consequences for program violation shall utilize a graduated continuum of sanctions in concert with COUNTY to address failings and redirect clients towards continuation and completion of the program prior to a termination action.
- J. Treatment shall include: relapse prevention planning and comprehensive transition planning and after-care planning to insure ongoing success.
- K. CONSULTANT will have treatment staff that are certified in Oregon as Certified Alcohol and Drug Counselors (CADC).
- L. COUNTY will provide referral forms and release information forms for referred clients along with additional information pertaining to clients behavior, compliance and pertinent issues, as necessary to affect positive outcomes in treatment.
- M. COUNTY will consult with CONSULTANT as needed and requested regarding client issues.
- N. COUNTY will work in concert with CONSULTANT to implement graduated sanctions as consequences for violations to address failings and redirect clients towards continuation and completion of the program prior to termination of action.

LINN COUNTY BOARD OF COMMISSIONERS



JOHN K. LINDSEY
Commissioner

WILL TUCKER
Commissioner

ROGER NYQUIST
Commissioner

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P.O. Box 100, Albany, Oregon 97321
(541) 967-3825 FAX: (541) 926-8228*

RALPH E. WYATT
Administrative Officer

January 28, 2016

Governor Kate Brown
Oregon State Capitol
900 Court Street NE, 160
Salem, Oregon 97301

RE: Proposed Minimum Wage Increase

Dear Governor Brown:

We write to you today to express our concerns over the minimum wage proposals being considered by the Oregon State Legislature. In our review of the information available to us, we believe the various proposals being considered are financially irresponsible; we also believe they violate Article XI, Section 15 of the Constitution of the State of Oregon.

Linn County estimates that Governor Brown's latest proposal will cost us \$2.25 million dollars a year when fully implemented. We are not in a financial position to pay the increased costs associated with the proposed legislation of the minimum wage program. Our initial analysis is that the cost statewide to local government is in the range of \$450 to \$500 million dollars a year.

Article XI Section 15 of the Oregon Constitution prohibits unfunded mandates on local government. We've not heard any conversations addressing the fiscal impacts of the Governor's proposal on state and local government or any discussion on how to avoid a violation of Article XI Section 15 of the Constitution which you took an oath to uphold. Based on the lack of financial consideration by the Governor to provide funding for such a mandate, local government would not be required to comply with any minimum wage increase passed by the legislature and signed by the Governor.

Letter Regarding Minimum Wage Proposal
Page Two

In the event that Linn County chooses not to participate, per Section 15(3) of the Oregon Constitution, Section 15(8) would relieve any business sector that Linn County competes with of paying these higher minimum wages as well. Examples include: The Inmate Work Crews involved in a variety of activities including landscaping and forestry; the Parks Department competes with private sector RV parks and runs a restaurant as well; our Health Department provides services that compete with the private sector, including counseling of both mental health and alcohol & drug clients. In addition, the Linn County Fair and Expo is in the entertainment business many times during the year; and, our Juvenile Department is contemplating an agribusiness venture similar to the one operated by the Marion County Juvenile Department.

The list of businesses in Linn County, who would not have to participate in a new minimum wage program, would be substantial to say the least. We think the implementation and the consequences of such a situation are complicated and not something we desire.

Based both on the State Constitution and the lack of financial resources to pay for a minimum wage increase, we request that you forego taking action on a minimum wage package in the upcoming 2016 session.

Sincerely,

LINN COUNTY BOARD OF COMMISSIONERS



Roger Nyquist, Chairman



John K. Lindsey, Commissioner



William C. Tucker, Commissioner