

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION / AGENDA WEDNESDAY, FEBRUARY 17, 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.

1:00 p.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) [Revise Agreement](#), [MCCFL Lease](#), [VOCA Grant Application](#), [Appointments](#), [Community Development Block Grant Requirements](#), [Oregon's Proposed Minimum Wage Increase](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [Minutes: 1.20.2016 Regular Session](#), [2.3.2016 Regular Session](#), [Reappointments](#)

1:00 p.m. [Executive Session](#) – Pursuant to ORS 192.660(2)(h) Conferring with Legal Counsel regarding litigation

1:15 p.m. **Public Comment/Department Directors**

1:45 p.m. [Sheriff's Department: 9-1-1 Manager Salary Retirement Announcement](#) } Chief Deputy Magill
Sheriff Eiesland

2:00 p.m. [EDC Enhancement Projects](#) – Carrie Pipinich

2:15 p.m. [County Owned Lands](#) – Jill Amery/Kristen Campbell

2:35 p.m. [Contracting Rules Exemptions related to Community Development Block Grant](#) – Tyler Stone

2:45 p.m. [Marijuana Processing and Home Occupation](#) – Angie Brewer, Dustin Nilsen, Nancy Hammel

BREAK

6:30 p.m. [Mosier Town Hall](#) to be held at the Mosier Senior Center, 501 E. 2nd Street, Mosier, OR

NEW / OLD BUSINESS

ADJOURN

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



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
FEBRUARY 17, 2016

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

At 1:00 p.m. Chair Runyon opened the Regular Session of the Board of Commissioners and opened an Executive Session pursuant to ORS 192.660(2)(h) to confer with legal counsel regarding litigation.

At 1:09 p.m. Chair Runyon closed the Executive Session and returned to Regular Session with the Pledge of Allegiance

Department Directors

FINANCE DEPARTMENT

Interim Finance Director Debbie Smith-Wagar stated that she wanted to update the Board on the Finance Department. She reported that we are two-thirds of the way through the audit and it is progressing well. She said that her department has been responding to auditors' requests and the audit has been uneventful – her department has been able to answer all questions.

Ms. Smith-Wagar went on to say that we are getting ready to jump into budget; the audit is late so the two processes will overlap some. She reported that she has sent out the budget calendar and talked to several of the directors. Following last year's process, Directors have been asked to focus on current service levels and then

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provide “add packages” for anything more than what is currently in their budget. The add packages will explain what they are asking for and why – is it mandated, does something need to be fixed, etc. She noted that this is the year for the salary survey update; she is waiting for that information from HR Answers so she has some firm numbers for personnel costs.

Ms. Smith-Wagar stated that she is working on a forecasting tool that she hopes to have completed by the end of the week. This tool will allow the County to look out for about five years which will help give context to the budget and help with add package decisions.

Ms. Smith-Wagar reminded the Board that at a previous session they had directed staff to look at the Finance Director salary level before embarking on a nationwide recruitment search to fill that position. She reported that staff had worked with HR Answers and looked at salary levels for similar positions open elsewhere in the region; based on that information, she said she believes that the salary needs to have a range from \$90,000 to \$112,000 which is in line with other offers and would make us competitive.

Commissioner Hege asked where the salary is currently. Ms. Smith-Wagar responded that it is in the neighborhood of \$75,000 to \$96,000; no one else is advertising at that low of a rate. She added that there are other counties in the area that are currently paying about that but they have not had to go out and compete on the market for a while. She stated that Jefferson County is searching at \$97,000 with an additional \$5,000 if the Director also serves as Treasurer. She said that we have one candidate who has already stated that the wage is too low and lost a previous candidate for the same reason.

9-1-1 SERVICES

Chief Deputy Lane Magill and Sheriff Rick Eiesland announced that Dispatch Operations Manager Jeanne Pesicka will be retiring at the end of the month after 29 years of service to the County. Chair Runyon presented Ms. Pesicka with a retirement certificate; the Board congratulated her on her retirement and thanked her for her years of service.

Chief Deputy Magill announced that Joe Davitt has returned to the County to take the position of Dispatch Operations Manager, Chief Deputy Magill said that Mr. Davitt’s first day was last Friday - he will do a great job.

PLANNING DEPARTMENT

Planning Director Angie Brewer announced that the Planning Department has completed their recruitment process with Associate Planner Sander Lazar starting work yesterday. She observed that this is the first time since 2004 that the Planning Department has had a complete staff. She reported that some of the long-range planning has begun – it is nice to do some of the more fun parts of planning. She added that they are starting to catch up on the backlog with a few big cases winding down and wrapping up.

Ms. Brewer went on to say that the Planning Commission has a work session scheduled for March 1st. She stated that they have three good applicants for the two vacant alternate positions on the Planning Commission.

Chair Runyon explained that the alternate positions were created to help Planning Commissioners gain experience prior to being appointed as Commissioners. In addition, the alternates help to fill gaps when Commissioners are not available to attend a meeting as they step in to fill empty seats at meetings. Ms. Brewer added that this is a very active Planning Commission. She pointed out that historically Commissions have met once or twice per year; this Planning Commission met thirteen times last year.

Commissioner Kramer reported that he joined the Planning Department meeting this morning; it was a pleasure to see all the enthusiasm in the room.

STRATEGIC PLANNING

County Clerk Lisa Gambie reported that at the end of January there was a senior management strategic planning session. Since that time an extensive amount of work has been done to corral all the ideas and plans. She announced that two guides are being developed. One guide is 100% Love for building culture – feedback is still being gathered as the guide is being finalized. The second guide is a Strategic Planning Guide which still needs work by the Management Team. That guide will be used by each department to create their own plan to integrate with County-wide goals. She added that the team is being careful to roll the guides out to staff and then to the public, once they are formally adopted.

Discussion List – Revize Contract

Interim Information Systems Director Paul Ferguson reminded the Board that at the

last session they had approved his recommendation to engage Revize to update and maintain the County website. This contract, modified by County Counsel to align with our standard service contracts, will begin that process. He said that there will be an initial kick-off following the execution of the contract but it will probably be a couple of months before the update begins as the County has some pre-work to do – County Clerk Lisa Gambee is doing a lot of the branding work. He pointed out that the completion date in the contract is December 30, 2016; it will probably be done earlier than that, but we wanted to be sure there was a no-later-than completion date included in the agreement.

Ms. Campbell stated that the company was good to work with for the revisions to the agreement. She noted that the Board will start to see uniformity in the contracts coming before them.

{{{Commissioner Hege moved to approve the Revize Website Design Professional Services Contract for the purpose of designing, developing and implementing a website for Wasco County. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion List – MCCFL Lease

Mr. Stone explained that Mid-Columbia Center for Living needs additional space and approached the County to use Annex C for 12-18 months. He stated that the lease is based on our standard lease agreement and is for the old La Clinica building. He stated that it is at a reduced rate from what we usually charge but the building has been vacant for some time and this will help both the County and MCCFL. The rate will be approximately \$3,000.00 per month.

{{{Commissioner Kramer moved to approve the lease agreement between Wasco County and Mid-Columbia Center for Living to rent approximately 5,349 square feet of space at Annex C, located at 419 East 7th Street, The Dalles, OR. Commissioner Hege seconded the motion and disclosed that he is a member of the MCCFL Board of Directors. The motion passed unanimously.}}}

Discussion List – Appointments

WASCO COUNTY FOREST COLLABORATIVE GROUP STEERING COMMITTEE

Chair Runyon noted that Ron Schneider appears to be well-qualified for the position.

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Commissioner Kramer replied that Mr. Schneider has been attending meetings and has found the time to commit to the project; the Group is happy to have him.

{{{Commissioner Kramer moved to approve Order 16-006 appointing Ron Schneider as the forest products industry representative on the Wasco County Forest Collaborative Group Steering Committee. Commissioner Hege seconded the motion which passed unanimously.}}}

WASCO COUNTY HOSPITAL FACILITY AUTHORITY BOARD

{{{Commissioner Hege moved to approve Order 16-007 appointing William Marrick to the Wasco County Hospital Facility Authority Board. Commissioner Kramer seconded the motion which passed unanimously.}}}

WASCO COUNTY VETERANS SERVICES ADVISORY COMMITTEE

Chair Runyon observed that with the resignation of Jennifer Borne and the passing of Jim Burress, the VSAC has some vacancies; Robert Maxwell has been attending those meetings and is ready to step in.

{{{Commissioner Kramer moved to approve Order 16-008 appointing Robert Maxwell to the Wasco County Veterans Services Advisory Committee. Commissioner Hege seconded the motion which passed unanimously.}}}

MID-COLUMBIA COUNCIL OF GOVERNMENTS BOARD OF DIRECTORS

Chair Runyon announced that Russ Brown has submitted his resignation as Wasco County's Cities Representative on the MCCOG Board of Directors. Mayor Steve Lawrence has agreed to complete that term.

*****The Board was in consensus to accept the resignation of Russ Brown as Wasco County's Cities Representative on the MCCOG Board of Directors.*****

{{{Commissioner Hege moved to approve Order 16-011 appointing Steve Lawrence as Wasco County's Cities Representative on the MCCOG Board of Directors. Commissioner Kramer seconded that motion which passed unanimously.}}}

Discussion List – VOCA Grant Application

Victim's Assistance Coordinator Judy Urness announced that there is a one-time

grant opportunity through the Victims of Crime Act. Monies from this grant have to be used in the next 21 months. She went on to say that the money has to be directed to specific categories for expenditure – emergency services, training, technology repairs/updates, and other. She stated that they have already identified programs where the money can be applied – HAVEN, Child Abuse Summit and Victim Academy, updated computer equipment and city police interface.

Senior Deputy District Attorney Leslie Wolf added that they hope to pay for a new recording system in the children's interview room at the DHS office where there is a kid-friendly room with a one-way window. She said that it is beneficial to use when interviewing children and can often be used to eliminate the need for children having to go to trial. She stated that the system was revamped in 2009 but has recently failed. She reported that a new system will cost approximately \$20,000; if they can use the \$12,500 available through this grant, there are enough additional funds in the DA's budget to purchase a new system.

Commissioner Hege asked why the County is paying for equipment at DHS. Ms. Wolf explained that the County uses that room exclusively and so we pay for the equipment for that room including toys, colors, etc.

Chair Runyon expressed his gratitude for the difficult work Ms. Urness and Ms. Wolf undertake.

*****The Board was in consensus for Ms. Urness to move forward with the one-time VOCA grant application.*****

Agenda Item – 911 Manager Salary and Retirement Announcement

Chief Deputy Magill stated that under current policy, new hires can be started at step one or step two at the discretion of the Department Director; to start an employee at a higher step requires Board approval. He said that he is here to ask that Joe Davitt be started at step three as he exceeds the qualifications of step two but is not quite to the level of step four. He explained that they had done an extensive background and found that he has the experience to justify step three; in his current position he has restructured the training plan and adopted a State plan that will eventually be adopted statewide. He went on to say that Mr. Davitt has management and training experience that is of tremendous value as the County will be going out for a few more dispatchers to prepare for upcoming retirements. He concluded by saying that the hiring process for Mr. Davitt was based on the 100% Love model bringing value

to long-term planning.

Chair Runyon said that we are glad to have Joe here. He asked if Finance has weighed in on the step increase. Chief Deputy Magill said that in talking to Mr. Stone it was determined that it was appropriate to bring it to the Board first. Sheriff Eiesland added that there is money in the budget as Ms. Pesicka was at the top of the rate scale. Chief Deputy Magill added that Mr. Davitt is motivated and loyal; he has stayed in touch for three years and worked to gain the experience and skill to be ready for this position.

Mr. Stone stated that this will be fine through finance. Chief Deputy Magill noted that this is three steps below what is currently being paid in salary for that position.

{{{Commissioner Kramer moved to approve starting Dispatch Operations Manager Joe Davitt at Step Three of the pay scale as recommended by staff. Commissioner Hege seconded the motion which passed unanimously.}}}

Chair Runyon commended the Sheriff's Department for the work they did on the last strategic plan saying that they are always the first to adopt – that is the kind of leadership the County is looking for.

Sheriff Eiesland submitted a letter (attached) tendering his resignation effective April 30, 2016. He said that he has enjoyed the job and his 28+ years with the County. He said that it is time for him to go out to pasture and let the younger guys take over; things are changing. He stated that Chief Deputy Magill has held his position for four and half years during which time he has been training the Chief Deputy to be his replacement. He went on to say that the County could not find a more outstanding, honest and dedicated person than Lane Magill; he recommended that the Board appoint Chief Deputy Magill to take his place.

The Board congratulated Sheriff Eiesland on his retirement and thanked him for his many years of service. They thanked Chief Deputy Magill for his dedication and hard work. Chief Deputy Magill said that he is excited about the future.

Agenda Item – EDC Enhancement Projects

Mid-Columbia Economic Development District Project Manager Carrie Pipinich explained that the Economic Development Commission (EDC) uses this tool to identify gaps and opportunities; it gives staff and the EDC direction in terms of what can be supporting in the upcoming year, helps when seeking funding and brings

projects to MCEDD and Regional Solutions.

Ms. Pipinich stated that the process includes working with organizations and communities to identify projects which then go to the EDC Commissioners for prioritization. She reported that the Commissioners had good conversations about the final list and how it should be structured, making sure that economic development projects were prioritized over community projects. She noted that not all the projects will get done this year but are important to long-term planning. She added that the decision was made to only rank the top 10 projects. She said that this is the Board's opportunity to ask questions and comment on the rankings.

Chair Runyon said that it was good to see 28 projects through 12 organizations – this program has a big effect on the County; it is hard work that is appreciated.

Commissioner Hege reported that he had attended the ranking meeting – it was a good, robust discussion and the list came out very different than where it started.

Chair Runyon asked how the Urban Growth Area could be expanded. Commissioner Hege noted that there are areas – for example, Murray's Addition and the Petersburg area – that can be expanded. Ms. Pipinich said that this work started a decade ago and a lot of resources have been expended to make it happen; she said that it hasn't happened yet, but she believes the City of The Dalles is ready to move it forward as they are pretty land-locked.

Chair Runyon stated that this has come up at the legislature – how long ago the rules for 20-year buildable lands were developed and when is it time to review them for updating. He pointed out that there are other communities around the State in similar situations.

Ms. Brewer added that The Dalles and Mosier UGA's are also subject to the National Scenic Area Act which will further complicate the conversation at the State level. Ms. Pipinich agreed, saying that the broader issues are why it has not been on the list in the past. However, this long-term project is important to future development.

Further discussion ensued regarding the process and the progress of projects. Commissioner Kramer said that he is very pleased to see the EDC Commissioners stepping up to help out in the communities. Ms. Pipinich reviewed the work committees (included in her report in the Board Packet) saying that they are all still viable and do not need to be redirected to other projects at this time. She said that

she would like to get the Board's feedback on the project list.

*****The Board was in consensus to support the EDC Enhancement Project List as presented.*****

Commissioner Hege asked how this list integrates into MCEDD's regional strategy. Ms. Pipinich replied that the top 10 projects are included in MCEDD's regional plan and will integrate with the other counties. She reported that next year MCEDD will start on a bigger update of the broader strategy.

Agenda Item – County Owned Lands

County Assessor/Tax Collector Jill Amery stated that when she came to the County two years ago there was an initial discussion about what to do with the lands owned by the County – we take more every September. She explained that a project team was assembled – Commissioner Kramer, Mr. Stone, County Surveyors Dan Boldt and Brad Cross, Facilities Manager Fred Davis, and Ms. Campbell. She said that the team did an inventory and found that the County owns 45 small pieces of bare land that are not buildable, 61 pieces of sellable bare land and 5 improved properties although they are not necessarily habitable. She explained that the policy and related procedures being presented to the Board for consideration provide structure for a process to get the lands back on the tax rolls; forms have been developed to be used throughout the process. She added that the State is going to remap again which will likely produce some additional slivers of land that will come to the County; she said she would like to see the current lands moved out before the State process is completed. She pointed out that the process is cumbersome and it will take a couple of years. Since the County staff is maxed, this process will remain with the team and will be evaluated each year.

Chair Runyon commented that he is glad to see this moving forward. He stated that the Board had previously toured some of the County-owned properties but the Assessor at that time was not interested in helping move the lands out of County ownership. He noted that the Board's assistant used to take care of some of the properties that were auctioned. He commended Mr. Stone for pressing the County toward team efforts.

Ms. Amery said that all the right changes have come about; we have a great team and want to make the process manageable. Mr. Stone added that this is another great example of cross-functional teams successfully tackling big projects. Ms. Campbell

agreed that the team was a great resource to bring this into reality.

Chair Runyon observed that housing is a big issue in the State and wondered if we might be able to work with partners with some of the lands the County owns. Ms. Amery explained that there are several processes for the lands – sale to private owner, public auction, private sale for properties unsold at auction and sale/donation to public entities or non-profits for the purpose of low-income housing. She said that there has not been a lot of work done on that as yet. She stated that they want to go through the process one time to see what adjustments need to be made for it to work efficiently. She reported that there are 4-6 properties they want to do this year. She concluded by saying that they have started talking to entities about donation; that would come back to the Board.

Ms. Campbell stated that she is very excited to have this in place for liability issues. The properties can get back on the tax rolls which a positive step. Ms. Amery agreed saying that the high risk properties will be the first to go through the process. Ms. Campbell added that once we get through this initial cycle, it will become a system and can be kept up. She stated that through this process the County will recapture the cost of administration as it is built into the policy.

Chair Runyon pointed out that this is another great reason we have County Counsel working for our benefit; without County Counsel, we would not have been able to do this.

{{{Commissioner Kramer moved to approve the Policy and Procedures for the Sale of Tax Foreclosed and Surplus Real Property. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Contracting Rules Exemptions Related to CDBG Grant

Mr. Stone explained that this is a unique situation in that the project has been in motion for several years before coming to the County through the Community Development Block Grant process. Although this is for Mid-Columbia Center for Living's new mental health facility construction, as grant recipient it has now become the County's project to do on behalf of MCCFL. Part of the process includes contracting for architectural services.

Mr. Stone explained that what makes this unique is that there is an architectural firm MCCFL has been working with on this project for quite some time – they have done

design and modeling, evaluated the site, etc. Now they fall under Wasco County's contracting rules. He said that because of the time invested in and work already produced by Scott Edwards Architects, he is asking that they be exempted from the competitive process and the County enter into negotiations with them. Mr. Stone read the applicable Wasco County exemption (Section 25 of the Wasco County Contracting Rules):

25. Wasco County Special Exemptions

A local contract review board is authorized to exempt certain public contracts or classes of contracts from the competitive selection process but in doing so, must approve findings of fact.

The findings to be approved in order to grant such exemptions include:

(1) That it is unlikely that the exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts; and

(2) The awarding of public improvement contracts under the exemption will result in substantial cost savings to the contracting agency or the public. In making the finding, the local contract review board may consider the type, cost and amount of the contract, the number of persons available to bid and other such factors as may be deemed important.

(3) Additional information used to justify the contracting agency's conclusion includes:

- (a) Operational, budget and financial data;
- (b) Public benefits;
- (c) Value engineering;
- (d) Specialized expertise required;
- (e) Public safety;
- (f) Market conditions;
- (g) Technical complexity; and
- (h) Funding sources.

The purpose of the findings and conclusions included herein is to update Wasco County's existing rules to reflect the current business environment and the specific needs of the county departments, while recognizing the value of open and fair competition.

Except where otherwise provided, the contracting agency utilizing an exemption shall make a record of the method of award.

Adoption of these exemptions herein is supported by the listed *Findings* for public contract exemptions, included with each listed exemption and those applicable sections of ORS 279 chapters A, B and C.

Mr. Stone emphasized that the Board would have to find that the exemption will not encourage favoritism. He noted that using Scott Edwards Architects would result in substantial cost savings to the public – in particular the expertise they have on the project due to the time they have spent doing design work in preparation for the project. He added that Center for Living has also invested substantial staff time working with Scott Edwards on their needs and vision for the project – all that would have to be re-expended with a new firm. He pointed out that Scott Edwards was the architect for One Community Health on the site adjacent to the proposed MCCFL site which gives them an intimate knowledge of the site and its challenges. He observed that an exemption does not ensure signing with Scott Edwards but it does allow contract negotiations to move forward.

MCCFL Executive Director Barbara Seatter added that not only was Scott Edwards the architect for One Community Health, they have a lot of experience with this type of building; this is not their first mental health facility. She reported that she and her staff have toured some of their other mental health facilities and have been working with them on this project since 2010.

Commissioner Hege disclosed that he serves on the board of MCCFL and can attest to the volume of work that has already been done through this firm; they are very familiar with MCCFL's needs.

Commissioner Kramer stated that the estimated 7% cost savings in using Scott Edwards is significant.

{{{Commissioner Kramer moved to accept findings as presented by staff to exempt Scott Edwards Architecture from the competitive selection process. Commissioner Hege disclosed that he serves on the MCCFL Board of Directors and seconded the motion which passed unanimously.}}}

Agenda Item – Marijuana Processing and Home Occupation

Ms. Brewer stated that at the January 11, 2016, public hearing the Board had asked

her to do further research into why the Planning Commission did not recommend processing of marijuana in forest zones and why they banned home occupation marijuana businesses through all zones.

FOREST ZONE PROCESSING

Ms. Brewer stated that during the Planning Commission discussions not all the research had been done but the Commission felt that processing in the forest zone did not line up with the goals and stated purpose of that zone. In addition, there are a lot of unknowns about processing and the Commission did not want to make assumptions. She pointed out that processing poses fire hazards and there is a limited amount of volunteer response and infrastructure in those areas. Finally, she reported that she had met with Katherine Daniels from DLC who advised that the State would not allow processing in forest zones. She stated that this is consistent with our current ordinance and State statute.

Commissioner Hege asked if that also applies to wood product processing in the forest zones. Long Range Planner Kelly Howsley-Glover responded that there is some allowed but it is usually temporary and small-scale associated with temporary forest practices.

HOME OCCUPATION

Ms. Brewer explained that there are two kinds of home occupation – major and minor. Home occupation is allowed in agricultural, forest and rural residential zones. Those are the zones where it will be proposed because the other zones allow commercial enterprise and that is what the County wants to encourage. She explained that it is not simple to get a house in the forest zone – almost impossible which would make it unlikely to have home occupation there. In residential zones marijuana grows are prohibited for all but personal grows. She explained that it would be nearly impossible to have a home occupation enterprise that qualifies as secondary use for the land; a home occupation grow would require a substantial investment and would need to generate income commensurate to that investment – profits would likely usurp the primary use. In addition, allowing that activity in residential areas discourages commercial scale operations in commercial zones; we want those activities to occur on resource lands which make up the bulk of the County.

Ms. Brewer went on to say that the Planning Commission also considered that there is not enough information regarding odors, security and lighting. Most other counties

are also not allowing home occupation; it would be particularly difficult to ensure compliance.

Ms. Brewer reported that they have had one OLCC application come through and three water rights applications. She stated that they get a lot of questions at the counter but not a lot of applications. She attributes that to the interest in rural residential which is not allowed. She added that the State rules are still evolving and her department is tracking that – waiting to see what the actual results will be. She said that our ordinance is in effect and has been transmitted to the State.

Commissioner Hege thanked Ms. Brewer for all the work she and her team have done on this. He said that he initially thought home occupations would be small scale but after review has learned that the only way to have a home occupation is to go through an onerous State process which does not lend itself to a small side business. He stated that just to be a grower is a significant investment – possibly into the hundreds of thousands.

Commissioner Hege observed that almost all the land in Wasco County is zoned for production although not a lot of that is for sale. He asked if someone could lease property for marijuana production. Ms. Brewer replied that they could as long as they comply with the OLCC regulations. Ms. Howsley-Glover said that they have received some calls about that.

Consent Agenda – 1.20.2016 & 2.3.2016 Minutes, Reappointments
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{{{Commissioner Kramer moved to approve the Consent Agenda.

Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion List – Oregon's Proposed Minimum Wage

Chair Runyon said that there has been some movement on a second bill with little change; some of the eastern counties have suggested a training wage and temporary help but it is not getting a lot of traction. He stated that the Service Employees International Union is pushing this and will support opposition candidates against those who do not support the increased minimum wage.

Mr. Stone reminded the Board that Commissioner Hege had asked what the impact of the increased minimum wage would be on Wasco County. He explained that we had gathered data to determine how many employees we have working at less than the highest proposed minimum wage of \$15.00 and what the cost to Wasco County

would be to increase those employees to that wage. He said that assumptions were made as to how many hours election workers might work in a year and also added a 35% benefits burden to the calculation (table attached). The total estimated cost to the County would be approximately \$19,706.

Chair Runyon said that Linn County anticipates a \$2 million hit. He commented that this should not have come to the legislature during a short session.

Discussion List – CDBG Requirements

Mr. Stone explained that certain documents/programs must be in place in order to be in compliance with federal guidelines for recipients of Community Development Block Grants. He stated that some of the language will have to be included in every contract associated with this project.

Commissioner Hege asked if there will be more of these kinds of requirements. Mr. Stone replied that there could be, but this is what is required for the process to move forward now.

Further discussion ensued about the I-Speak Cards that have been distributed to County Departments. Mr. Stone said that Human Resources will be tasked with a brief training on how to use the cards.

Commissioner Hege asked if we already have a Fair Housing Resolution. Ms. White replied affirmatively, adding that the grantor has asked that we adopt a new one as the last one is seven years old.

{{{Commissioner Hege moved to approve Resolution 16-006 adopting a Fair Housing Resolution. Commissioner Kramer seconded the motion which passed unanimously.}}}

Ms. White explained that the highlighted sentence on page 7 of the Limited English Proficiency Plan is a placeholder. She stated that Human Resources Manager Paula Brunt has conducted the informal survey but was called away on a family emergency before compiling the data; once she returns and provides that information, the highlighted sentence will be replaced with updated information.

{{{Commissioner Kramer moved to approve, pending the insertion of finalized informal survey results, Resolution 16-004 adopting a Limited English Proficiency Plan. Commissioner Hege seconded the motion which passed

unanimously.}}}

{{{Commissioner Hege moved to approve Order 16-004 appointing Human Resources Manager Paula Brunt as Wasco County's Title VI Coordinator. Commissioner Kramer seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve Resolution 16-005 adopting a Section 3 Plan to comply with the 24 CFR Part 135 of the United States Department of Housing and Urban Development Section 3. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve Order 16-005 appointing Human Resources Manager Paula Brunt as Wasco County's Section 3 Coordinator. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion List – Thank you Letter

Chair Runyon read a thank you letter from the Board to Shannon Lindell in to the record:

February 17, 2016

Dear Shannon,

While our thanks for your hard work is long overdue, it is most sincere. The success of the annual Wasco County Fair is a direct result of committed people who give so generously of their time and talent to make the Fair a wonderful experience for citizens and visitors alike. Your work to organize the RV parking at the 2015 Wasco County Fair helped attendees and participants focus on the fun of the Fair!

Thank you for all your efforts!

The Board was in consensus to sign and send the thank you letter to Ms. Lindell.

Commission Call

Commissioner Hege announced that the Board of Property Tax Appeals will be meeting on Tuesday and Thursday of next week; twenty appeals will be heard. He stated that Board Member Delphene Thornton has moved away, but there are six other Board members who are qualified to serve. He stated that he is one of the six but wants the citizens to make those determinations; he can just provide some

oversite. He said that he prefers that the government not make those decisions. He added that he would like to see another person appointed to the Board.

Chair Runyon announced that there will be a public hearing in Wamic tomorrow evening to hear from the public regarding the proposed non-taxing South Wasco Park and Recreation District.

Chair Runyon recessed the session at 3:15 p.m. reminding everyone that the session would reconvene at 6:00 p.m. at the Mosier Senior Center for a Town Hall.

Mosier Town Hall

Chair Runyon opened the Town Hall at 6:00 p.m. He thanked the Mosier City Council for their hospitality. He said that this is an opportunity for the community to bring issues forward. He then introduced County staff in attendance: Planning Director Angie Brewer, County Clerk Lisa Gambee, County Counsel Kristen Campbell, Administrative Officer Tyler Stone and Board Assistant Kathy White.

Chair Runyon went on to say that the Board had heard a presentation from the Wasco County Economic Development Commission earlier in the day; Mosier was featured on their Enhancement Project List. He read from the EDC report regarding some of the work that has been done in Mosier with assistance from EDC Commissioners Terry Moore and Gary Grossman. He noted that Mosier has a well project at the top of the list, adding that being in the top ten helps with grant opportunities.

Mosier City Manager Kathleen Fitzpatrick responded saying that it is great that they also have the Mosier Bike Hub Project on the list at number seven. She said the City appreciates the support and assistance they have received.

Commissioner Runyon introduced Anson Campbell Pulk, age 9, to share information about his non-profit organization Anson's Bike Buddies.

Mr. Pulk explained that his organization takes in bikes through donations and stores them in a warehouse until they can be repaired. He stated that they have bike parties where volunteers gather to repair the bikes which are then matched to kids who need them. He reported that last year they donated 20 bikes to the Christmas Project; a total of 200 bikes were donated throughout 2015.

Mr. Pulk announced that their website (www.ansonsbikebuddies.org) has information

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on where to drop off bikes, how to get involved and when the work parties are scheduled. He said that the local hospital donates a helmet for every donated bike. He stated that a bike doesn't have to be fixable to be of benefit; they can also be used for parts. He added that there is also a Face Book page for the organization.

A citizen noted that the 100th Anniversary of the Historic Columbia River Highway is this year and asked if the Board has any involvement in the celebration. Chair Runyon replied that he has attended a couple of meetings; the group planning the celebration has their own agenda and has been working with the County's Planning and Public Works departments where there are County roads involved. He said that the Board is keeping in touch for the event.

Ms. Fitzpatrick invited the Board to join Mosier in a Centennial Parade on July 23rd in conjunction with the festivities. Commissioner Hege asked if that is one of the official events for the celebration. Ms. Fitzpatrick replied that there will be a parade that begins with breakfast in Troutdale, lunch in Cascade Locks and dinner at Discovery Center in The Dalles. Although they will not be stopping in Mosier, they will come through Mosier.

Andrea Rogers asked what role the Board might play in the transportation needs for low income employed citizens. Chair Runyon replied that the County contracts with MCCOG for transportation services in the County. He said that they are building a new transportation center that will allow some expansion into the future.

Ms. Rogers stated that she has met with MCEDD and MCCOG but there is nothing addressing the working population who have to rely on their feet, bikes and friends/family to get to and from work. She asked what the Board's role would be. Chair Runyon replied that the Board can bring it to MCCOG. He asked if Hood River County has weighed in. Ms. Rogers replied that it has not yet been brought to them.

Ms. Rogers explained that in the current transportation schedule, a worker has to commit to being someplace for twelve hours in order to get to and from an eight hour job; there are few routes that work well. She said that she is just wondering what role the Board could play in a solution. Chair Runyon responded that the first step would be to bring the issue to MCCOG. He noted that there is a MCCOG strategic planning meeting later this month where it could be brought forward.

Commissioner Hege added that the County puts its transportation dollars into MCCOG and they run that program. He said that if working with MCCOG does not work, the next step is to come to the Board of County Commissioners with your concerns; the Board can take it to MCCOG to bring it forward. He asked Ms. Rogers what the ideal system would be.

Ms. Rogers replied that it would be something economically driven for employees, part-time and disabled. She pointed out that there is a \$5.00 Taxi but it is inconsistent. Another citizen asked if what we are talking about it a bus system. Ms. Rogers replied that it is and should be something like they already have for Medicaid recipients.

Chair Runyon asked if there is a route. Ms. Rogers said that there are specific destinations on the current route – from The Dalles to Hood River they serve the college campus and drop people downtown; they loop twice a day.

Commissioner Kramer asked if Ms. Rogers knows about how many people are affected. Ms. Rogers said that she does not have that information.

Another citizen said that she is working with a group to address the aging of the population in the Gorge area; transportation is high on the list of the things they are looking at. She reported that 25% of the population of The Dalles is over 65; we are going to need transportation for a larger population. Commissioner Hege noted that non-emergency medical transportation is already in place.

A citizen pointed out that Mosier is often overlooked. He said that to get from the Senior Center in Hood River, his mother has to go from Hood River to The Dalles and then back to Mosier. In addition, there is about a mile that his mother has to traverse once she is dropped off in Mosier. Chair Runyon said he would make contact with MCCOG Executive Director Bob Francis and Transportation Director Dan Schwanz; he said he may also call MCEDD. He suggested that it might be good to have their representatives come meet with the community to get the conversation started.

Ms. Gambec added that the citizens might want to contact Michelle Spatz at MCEDD as she did a presentation in December regarding a transportation study they are doing. Ms. Brewer added that she has heard that TSP is in the works which may be another opportunity for a transportation conversation.

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Ms. Fitzpatrick asked what the potential might be for Wasco County to bring Building Codes services in-house. Mr. Stone responded that he is meeting with Mr. Francis on a regular basis to look jointly for improvements and to solve some of the ongoing issues. He said one of the things they have talked about is having kiosks around the County to improve access to services.

Ms. Fitzpatrick asked if they are looking at improving the system at MCCOG or looking at bringing the service in-house. Mr. Stone said that the option to bring it in-house was in the initial discussion but no decisions have been made. He said that with new leadership at MCCOG, there are opportunities to work together toward solutions. He said that the process is just getting started.

Chair Hege asked Ms. Fitzpatrick to talk about the challenges that Mosier has had with the current processes. Ms. Fitzpatrick replied that it is difficult for the City to enforce the City's permitting process. She explained that the City gets to weigh in on the front end of the planning process. She said that the City reviews, modifies if necessary and approves an applicant's plan, signing off on the MCCOG building permit; that is the last time the City has an official hand on that particular development. If they build an EDU or they decide that they don't want to build a garage, the City is left without any leverage – there is nothing the City can do except through the court system in order to hold the applicant to the approved plan.

Ms. Fitzpatrick went on to say that this huge hole is very frustrating to the City and leaves them unable to enforce their own ordinances.

Mr. Stone said that one of the things Commissioner Kramer is doing right now is leading a discussion on codes enforcement to see if there are some opportunities to share services through the codes enforcement process. He said that it may not be the mechanism through which these issues get handled but it may be. Commissioner Kramer stated that the first meeting will be March 1st for a round robin discussion. Ms. Fitzpatrick said she will definitely be there for that.

Chair Runyon said that after the initial hand off from the City to MCCOG, there should be a process to circle back and ensure that what was agreed upon is what happens. Ms. Fitzpatrick stated that other cities have dealt with this issue by having a final certificate; the City of Mosier is looking at that possibility. MCCOG has told us that they are not going to enforce Mosier's ordinances. If the City has requirements that MCCOG does not have, they will not enforce them. It has been very frustrating because the applicant then knows there is no enforcement because they hear this. She

went on to say that it puts the City in a very adversarial position with the applicant; there has to be a better solution.

Mr. Stone stated that one of the items being addressed is how to better communicate between the different agencies on those processes. He observed that there is a fairly good back and forth between building codes and Wasco County's planning department – they actually send planners out to inspect on occasion to make sure applicants meet the specification of our permitting process in tandem with the building codes permitting process. He said that he thinks there are some avenues there for a solution.

Mr. Stone continued by saying that one of the things he committed to was that when these issues arise he would sit down with Mr. Francis to discuss them. He said that if Ms. Fitzpatrick has the time, he would be happy to sit down with her and Mr. Francis to try to really understand what the issues are. Ms. Fitzpatrick replied that, that would be really helpful. She stated that building in Mosier is on the rise and they want to streamline the process so that right at the start, the City is not in this position which creates a bad relationship with new residents.

Another citizen said he thought there was a steering committee in place to look at Building Codes for the County. Mr. Stone replied that there was a cross-functional team that looked at what an ideal building codes program would look like; the team focused on what aspects the program would have – virtual permitting, pictures for inspections on certain things, etc. The citizen asked if there was displeasure with the Building Codes department. Mr. Stone answered that what had spurred the discussion was complaints; with new leadership at MCCOG there are opportunities to work towards a solution.

Commissioner Hege pointed out that the County does not have an IGA with MCCOG to do that function; MCCOG has an agreement with the State which is odd. He said that the County either needs to come to an agreement with MCCOG or potentially take the service back. Mr. Stone said this is our opportunity to look at this program – taking a hard look at whether or not it is providing the best service, efficiently and effectively, for builders and citizens, whether it is done at MCCOG or at the County.

The citizen said he has dealt with Building Codes for years and the service always depends upon the individual with whom you are working. Mr. Stone commented that

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one of the things being explored is the idea of having dual certified inspectors so just one person could go out; that will make a big difference when the building site is in Antelope.

Chair Runyon noted that looking at things for efficiencies and opening those discussions is part of the job of the County and the Board.

Commissioner Hege asked if there are local events coming up. Ms. Fitzpatrick announced that the school has an event at the Readiness Center on April 9th featuring gorge artists – there will be auction items and a fabulous band with catering by Cowboy Caterers.

Ms. Fitzpatrick asked for an update on the review of the railroad application. Ms. Brewer stated that her department is going through the analysis process to make sure the Union Pacific double track expansion project is consistent with regulations. She said she hopes to wrap up hearings in April and May. She noted that the project is large and has a lot of studies and agencies involved; the proposal has not changed since submitted – the County Planning Department weighs in on the parts that are outside of the City of Mosier. She went on to say that there have been quite a few things to resolve; among them is salmon related issues.

Ms. Fitzpatrick said that the City has had ongoing talks with Union Pacific; they are very responsive. She said that they are going to be part of the quick response team along with the Fire District and the City. She announced that the City has just received approval for the quick response project and will be hiring a consultant and looking at a shared building on Union Pacific Land.

Commissioner Hege asked if there is an update on the City fire hall. Fire Chief Jim Appleton said that it is really the City's project but the Fire District is pleased with the direction and momentum that is building toward answering questions before we move forward. He thanked Ms. Fitzpatrick and Terry Moore for their hard work; Mr. Moore is a driving force. He said that from the Fire District's perspective, they want to keep an avenue open for a second station on the County yard. He said he has already talked to Mr. Stone about that. He explained that they have talked about combining to just one station but want to keep them both, downsizing each and pursuing the advantages of both. He asked that the County keep in mind that they still want to look at a fire facility in the County roads operations yard.

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Commissioner Hege asked if the building that was mentioned to be shared with Union Pacific would be the city council and fire district hall. Ms. Fitzpatrick replied it will be that as well as part of the quick response plan; Union Pacific has assigned a representative to help with the project. She added that they are fortunate that the Union Pacific representative is a former Association of Oregon Counties lobbyist and understands the project from the City's perspective – he will be a big part of this project and the transportation plan.

Mr. Appleton added that plans for the joint facility – city hall, fire station and community space – has been going on for a couple of years. It would be between Hwy 30 and the railroad tracks – the vacant land between the totem pole and Mosier Creek.

Ms. Rogers asked what the County's position is on urban growth and the pressure to divide 20 acre lots. Ms. Brewer responded that the County has a comprehensive plan that has not had an overhaul since 1993; there has not been a long-range planner since 2004. She said that her department is finally re-staffed and plans to update the long range plan. She said it will be a very public process where citizens can bring their concerns. She pointed out that the State plan makes it hard to get land out of resource zoning.

Planning Commission Chair Russ Hargrave added that the Planning Commission does not take a position but acts as a steward of the process to update the plan – this is a great time to have this conversation. The Planning Commission will consider what they have heard and what they will hear through the public process. There will be a lot of data and it will be very public.

A citizen asked how long the process will take. Ms. Brewer replied that her staff is in the process of developing a timeline and coordinating with the State to make sure State timelines are met. She said that the process will be segmented into manageable pieces. Mr. Hargrave said that the Planning Commission will meet in March and have the long-range planner lead them through this process. He said that the Planning Commission has been well-supported by the Board of County Commissioners to take this on; and the Planning Commissioners are all dedicated to the process.

Commissioner Hege said that if anyone ever has a question it is easy to find a County Commissioner; cell phone numbers and email addresses are listed on the County website. He stated that the Commissioners are here to listen and help – please use

them. Chair Runyon added that the Commissioners all try to be open.

Chair Runyon adjourned the session at 7:40 p.m.

Summary of Actions

Motions Passed

- To approve the Revise Website Design Professional Services Contract for the purpose of designing, developing and implementing a website for Wasco County.
- To approve the lease agreement between Wasco County and Mid-Columbia Center for Living to rent approximately 5,349 square feet of space at Annex C, located at 419 East 7th Street, The Dalles, OR.
- To approve the lease agreement between Wasco County and Mid-Columbia Center for Living to rent approximately 5,349 square feet of space at Annex C, located at 419 East 7th Street, The Dalles, OR.
- To approve Order 16-006 appointing Ron Schneider as the forest products industry representative on the Wasco County Forest Collaborative Group Steering Committee.
- To approve Order 16-007 appointing William Marrick to the Wasco County Hospital Facility Authority Board.
- To approve Order 16-008 appointing Robert Maxwell to the Wasco County Veterans Services Advisory Committee.
- To approve Order 16-011 appointing Steve Lawrence as Wasco County's Cities Representative on the MCCOG Board of Directors.
- To approve starting Dispatch Operations Manager Joe Davitt at Step Three of the pay scale as recommended by staff.
- To approve the Policy and Procedures for the Sale of Tax Foreclosed and Surplus Real Property.
- To accept findings as presented by staff to exempt Scott Edwards Architecture from the competitive selection process.
- To approve the Consent Agenda – 1.20.2016 & 2.3.2016 Minutes; Reappointments: Mike Urness & Brandon Ayers to Wasco County Wolf Depredation Committee; Andretta Schellinger & Matthew Larsell to Veterans Services Advisory Committee.
- To approve Resolution 16-006 adopting a Fair Housing Resolution.

- To approve, pending the insertion of finalized informal survey results, Resolution 16-004 adopting a Limited English Proficiency Plan.
- To approve Order 16-004 appointing Human Resources Manager Paula Brunt as Wasco County's Title VI Coordinator.
- To approve Resolution 16-005 adopting a Section 3 Plan to comply with the 24 CFR Part 135 of the United States Department of Housing and Urban Development Section 3.
- To approve Order 16-005 appointing Human Resources Manager Paula Brunt as Wasco County's Section 3 Coordinator.

Consensus

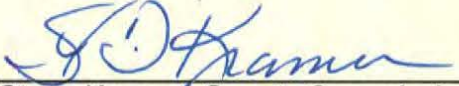
- To accept the resignation of Russ Brown as Wasco County's Cities Representative on the MCCOG Board of Directors.
- For Ms. Urness to move forward with the one-time VOCA grant application.
- To support the EDC Enhancement Project List as presented.
- To sign and send the thank you letter to Ms. Lindell.

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OF COMMISSIONERS



Rod Runyon, Commission Chair

Scott Hege, County Commissioner



Steve Kramer, County Commissioner

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DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. [Revise Agreement](#) – Paul Ferguson
2. [Mid-Columbia Center for Living Lease](#) – Fred Davis
3. [Victims of Crime Act Grant Application](#) – Judy Urness
4. [Appointments](#) – Kathy Whie
5. [Community Development Block Grant Requirements](#) – Kathy White
6. [Oregon's Proposed Minimum Wage Increase](#)

Discussion Item

Revize Contract

- [Staff Memo](#)
- [Revize Agreement](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: REVIZE CONTRACT
DATE: 2/12/2016

BACKGROUND INFORMATION

At the 1.20.2016 Board Session, Information Systems Interim Director Paul Ferguson presented information regarding the selection of a vendor to create and maintain a new Wasco County website. Mr. Ferguson, in conjunction with his County Website Project Team, made a recommendation to the Board to engage Revize Software Systems to create and maintain a new Wasco County website. The Board accepted the recommendation and was in consensus to direct Wasco County's Information Systems to move forward with Revize Software Systems.

REVIZE WEBSITE DESIGN

PROFESSIONAL SERVICES CONTRACT

This Contract is by and between COUNTY of Wasco (“**COUNTY**”) and REVIZE, LLC aka REVIZE SOFTWARE SYSTEMS (“**CONTRACTOR**”), a Michigan limited liability company authorized to do business in the State of Oregon, for the purpose of designing, developing and implementing a website for COUNTY.

A. RECITALS

COUNTY has the need for the services of a person or entity with particular training, ability, knowledge and experience as possessed by CONTRACTOR. COUNTY has determined that CONTRACTOR 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 through completion of Phases 1-8 set forth in the Scope of Work by no later than December 31, 2016. Phase 9 is ongoing from this Contract’s execution until five years from the date of completion of Phase 8. These terms may be extended for additional periods of time upon mutual agreement of both parties.

2. Scope of Work

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

3. Compensation

- 3.1 Payment. CONTRACTOR shall complete its Scope of Work as defined above and in the attached Exhibit for not to exceed \$13,180.00 to be paid in the increments and amounts set forth in the payment schedule attached Scope of Work.
- 3.2 Payments. COUNTY will review CONTRACTOR's invoice and within ten (10) days of receipt notify CONTRACTOR 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. CONTRACTOR Is an Independent Contractor

CONTRACTOR 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 CONTRACTOR's completed work, COUNTY cannot and will not control the means and manner of CONTRACTOR's performance. CONTRACTOR is responsible for determining the appropriate means and manner of performing work. CONTRACTOR is responsible for all federal and state taxes applicable to compensation and payment paid to CONTRACTOR under the Contract and will not have any amounts withheld by COUNTY to cover CONTRACTOR's tax obligations. CONTRACTOR 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: Tyler Stone, Administrative Officer
Wasco County
511 Washington Street, Suite 101
The Dalles, OR 97058

CONTRACTOR: Ryan Rossi
c/o Revize
1890 Crooks, Suite 340
Troy, MI 48084

6. Indemnification

To the extent permitted by applicable law, CONTRACTOR 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 (including, without limitation, attorney fees and costs during negotiation, through litigation and all appeals) resulting from, arising out of, or relating to the operation and/or performance of the CONTRACTOR, including but not limited to the activities of CONTRACTOR or its officers, employees, agents, invitees or subcontractors under this Agreement. CONTRACTOR 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, CONTRACTOR shall maintain, at its own expense, Commercial Liability Insurance related to the CONTRACTOR'S services, with limits not less than \$1,000,000.00.
- 7.2 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 7.1 and a waiver of subrogation against them shall be obtained for all coverages.
- 7.3 All coverages shall be primary over any insurance COUNTY may carry on its own.
- 7.4 CONTRACTOR 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.
- 7.5 CONTRACTOR 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, CONTRACTOR shall furnish COUNTY with executed copies of such policies of insurance. CONTRACTOR 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

CONTRACTOR 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 applicable law. CONTRACTOR shall indemnify COUNTY for any liability incurred by COUNTY as a result of

CONTRACTOR's breach of the warranty under this paragraph.

9. Hours of Employment

CONTRACTOR shall comply with all applicable state and federal laws regarding employment.

10. Assignment

CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR's assigning or subcontracting of any of its responsibilities under the Contract without COUNTY's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, CONTRACTOR shall remain liable for all of its obligations under this Contract.

11. Labor and Material

CONTRACTOR 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.

12. Ownership of Work and Documents

All work performed by CONTRACTOR 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 CONTRACTOR, and it is agreed by the parties that such documents are works made for hire. CONTRACTOR hereby conveys, transfers and grants to COUNTY all rights of reproduction and the copyright to all such documents.

13. 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 CONTRACTOR. Upon termination under this paragraph, CONTRACTOR 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 CONTRACTOR. Pursuant to this paragraph, CONTRACTOR shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by CONTRACTOR.

COUNTY shall not be liable for any costs invoiced later than thirty (30) days after termination unless CONTRACTOR can show good cause beyond its control for the delay.

14. Termination for Cause

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

- 14.1 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.
- 14.2 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.
- 14.3 If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. Termination for Default

Either COUNTY or CONTRACTOR 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 CONTRACTOR fails to perform in the manner called for in this Contract or if CONTRACTOR 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 CONTRACTOR setting forth the manner in which CONTRACTOR is in default. CONTRACTOR shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

16. Remedies

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

- 16.1 If terminated under paragraph 15 by COUNTY due to a breach by CONTRACTOR, COUNTY may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the

work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then CONTRACTOR shall pay to COUNTY the amount of the reasonable excess.

- 16.2 In addition to the above remedies for a breach by CONTRACTOR, COUNTY also shall be entitled to any other equitable and legal remedies that are available.
- 16.3 If COUNTY breaches this Contract, CONTRACTOR's remedy shall be limited to termination of the Contract and receipt of Contract payments to which CONTRACTOR is entitled.
- 16.4 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.
- 16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by COUNTY, CONTRACTOR shall immediately cease all activities related to the services and work under this Contract. As directed by COUNTY, CONTRACTOR 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.

17. Nondiscrimination

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

18. 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 CONTRACTOR 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.

19. Compliance with Laws and Regulations

In providing all services pursuant to this Contract, CONTRACTOR shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and those hereafter adopted. Any violation of said statutes, ordinances or rules shall constitute a material breach of this Contract.

20. Experience, Capabilities and Resources

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

21. Drawings, Specifications and Other 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 CONTRACTOR under this contract shall be the exclusive property of the COUNTY and shall be delivered to COUNTY prior to final payment.

24. 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 CONTRACTOR'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, CONTRACTOR shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. CONTRACTOR shall provide full access to these records to COUNTY, and its duly authorized representatives in preparation for and during litigation.

25. Representations and Warranties

CONTRACTOR represents and warrants to COUNTY that (1) CONTRACTOR 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 CONTRACTOR enforceable in accordance with its terms, (3) CONTRACTOR 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.

26. 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.

27. Successors and Assigns; Subcontractors and Assignments

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

28. 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.

30. Confidentiality

CONTRACTOR 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 CONTRACTOR from establishing a claim or defense in an adjudicatory proceeding. CONTRACTOR shall require similar agreements from COUNTY's and CONTRACTOR's subcontractors to maintain the confidentiality of information of COUNTY.

31. Force Majeure

CONTRACTOR 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.

32. 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 CONTRACTOR of the same or any other provision. COUNTY's consent to or approval of any act by CONTRACTOR 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 CONTRACTOR, whether or not similar to the act so consented to or approved.

33. 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.

34. 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.

35. 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.

36. Amendments

Changes to the Contract shall be made only by written Amendment. No change in the work or any extra work shall be performed prior to execution of an Amendment by COUNTY, signed by the CONTRACTOR and COUNTY authorizing a change in the work and/or an adjustment in the price, deliverable due dates, substantial completion date, or final completion date. The price included on any Amendment shall be inclusive of all estimated costs, both direct and indirect, relating to the change in work. Further, the Amendment shall provide a detailed basis for substantiating any monetary and/or work changes. If monetary changes are made, the Amendment shall contain a maximum not to exceed amount.

37. 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: _____

Rod L. Runyon, Commission Chair

Date: _____

Scott C. Hege, County Commissioner

Date: _____

Steven D. Kramer, County Commissioner

CONTRACTOR

Date: _____

By: _____

Title: _____

Address: _____

Tax Id. No. _____

APPROVED AS TO FORM

Date: _____

KRISTEN A. CAMPBELL
Wasco COUNTY Counsel

[Return to Agenda](#)

Exhibit A

Scope of Work



Web Services Sales Agreement

This Sales Agreement is between Wasco County, Oregon ("CLIENT") and Revize LLC,
aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 01-29-16

CLIENT INFORMATION:

Company Name: Wasco County, Oregon

Company Address: 511 Washington Street

Company City/State/Zip: The Dalles, OR 97058

Contact Name: Paul Ferguson paulf@co.wasco.or.us

Billing Dept. Contact: _____

REVIZE LLC:

Revize Software Systems

1890 Crooks, Suite 340

Troy, MI 48084

509-659-3243

The CLIENT agrees to purchase the following products and services provided by REVIZE:

Quantity	Description	Price
1	Phase 1 – Project Planning and Analysis, onetime fee:	\$ 500.00
1	Phase 2 – Website Design, 1 concept, 3 rounds of changes, onetime fee:	\$ 2,250.00
1	Phase 3 & 4 – Revize Template Development, CMS module Integration, onetime fee:	\$ 3,750.00
1	Phase 5 – QA Testing, onetime fee:	\$ 500.00
1	Phase 6 – Site Map Development and Content Migration up to 360 pages & 1,100 docs:	\$ 4,380.00
1	Phase 7 – Content Editing/Administrator Training, one full-day session, onetime fee:	\$ Included
1	Phase 8 – Go Live, onetime fee:	\$ Included
1	Phase 9 – Tech Support, CMS Updates, and Website Hosting, pre-paid annual fee: Unlimited Users, Unlimited Storage Space	\$ 1,800.00
Grand Total:		\$ 13,180.00

Five year agreement with a complimentary redesign at the beginning of the fifth year. Revize requires a check for \$6,590 to start this Initiative. Remainder of balance to be paid according to below payment schedule. Revize Annual Services start once the website goes live. Credit Cards accepted with 3% handling fee.

Payment Schedule:

Completion of Phase 2: \$2,750

Completion of Phase 6: \$2,040

Completion of Phase 8: \$1,800

Terms:

1. *Payments:*
 - All Invoices are Due Upon Receipt. Work begins upon receiving initial payment.
2. If additional "as is" content migration is required it will be done for \$3 per web page or document.
3. Both parties must agree in writing to any changes or additions to this Sales Agreement.
4. This Sales Agreement is subject to the laws of the States of Michigan and Oregon
5. Pricing expires in 30 days.

AGREED TO BY:**CLIENT****REVIZE**

Signature of Authorized Person:

Name of Authorized Person:

Title of Authorized Person

Date:

Rod L. Runyon

Chair, Board of County Commissioners

February 17, 2016

Ryan Rossi

Account Manager 616-204-8897

Please sign and return to: Ryan Rossi at Fax # 866-346-8880

Approved as to Form:

Kristen Campbell, County Counsel



The Following Applications & Features will be integrated into Your Website Project

In addition to the eGov Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

- **Citizen's Communication Center Apps**
- **Citizen's Engagement Center Apps**
- **Staff Productivity Apps**
- **Site Administration and Security Features**
- **Mobile Device and Accessibility Features**

CITIZEN'S COMMUNICATION CENTER APPS:

- ✓ Alert Center
- ✓ Bid Posting
- ✓ Document Center
- ✓ Email Notify
- ✓ FAQs
- ✓ Google Mapping
- ✓ How Do I
- ✓ Job Posting
- ✓ Multi use Business Directory
- ✓ News Center with Facebook/Twitter Integration
- ✓ Online Forms
- ✓ Personal Social Media Fly Out Bar
- ✓ Photo Gallery
- ✓ Quick Link Buttons
- ✓ Revize Web Calendar
- ✓ Sharing App
- ✓ Sliding Feature Bar
- ✓ Language Translator

CITIZEN'S ENGAGEMENT CENTER APPS:

- ✓ Citizen Request Center with Captcha
- ✓ Online Bill Pay
- ✓ RSS Feed



STAFF PRODUCTIVITY APPS:

- ✓ Agenda Posting Center
- ✓ Job Posting App
- ✓ Image Manager
- ✓ Intranet
- ✓ Link Checker
- ✓ Menu Manager
- ✓ Online Form Builder
- ✓ Staff Directory
- ✓ Website Content Archiving
- ✓ Website Content Scheduling

SITE ADMINISTRATION AND SECURITY FEATURES:

- ✓ Audit Trail
- ✓ Auto Site Map Generator
- ✓ History Log
- ✓ Intranet (Secure Area)
- ✓ Roles and Permission-based Security Mode
- ✓ Secure Site Gateway
- ✓ Unique Login/Password for each Content Editor
- ✓ Web Statistics and Analytics
- ✓ Workflows by Department

MOBILE DEVICE AND ACCESSIBILITY FEATURES

- ✓ Font Size Adjustment
- ✓ Alt-Tags
- ✓ Responsive Website Design (RWD) –Latest Government Design Trend to accommodate better viewing of text and graphics for any size screen, i.e smart phones, tablets, iPads, iPhones, Windows and Android devices

Discussion Item
Mid-Columbia Center for Living Lease

- [Center for Living Lease Agreement](#)

LEASE AGREEMENT

This Lease Agreement (“***Lease***”) is made effective as of February 1, 2016, by and between Wasco County, 511 Washington Street, The Dalles, Oregon, 97058, a political subdivision of the State of Oregon (“***Landlord***”), and Mid-Columbia Center for Living, 419 East 7th Street, The Dalles, Oregon 97058 (“***Tenant***”).

1. PREMISES: In consideration of the Lease payments provided in this Lease, Landlord leases to Tenant approximately 5349 square feet of space (more or less). This is comprised of 5349 square feet (more or less) located in Annex C at the location commonly known as 419 East 7th Street, The Dalles, OR 97058.

2. USE OF PREMISES:

2.1 Permitted Use: The Premises shall be occupied by Tenant for use as a mental health office facility and for other lawful uses related thereto. Any other use of the Premises during the term of this Lease is prohibited unless approved in writing by Landlord.

2.2 Restrictions on Use: In connection with the use of the Premises, Tenant shall:

- (a) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use, and correct at Tenant’s own expense any failure of compliance created through Tenant’s fault or by reason of Tenant’s use, but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant’s specific use.
- (b) Conform to Landlord’s Rules for Tenant’s, a copy of which is attached hereto as Exhibit A.
- (c) Refrain from any activity that would make it impossible to insure the Premises, would increase the insurance rate, or would prevent Landlord from taking advantage of any rule allowing Landlord to obtain reduced insurance premium rates, unless Tenant pays the additional cost of insurance.
- (d) Refrain from any use that would be reasonably offensive to other tenants or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Landlord or the Premises.
- (e) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer, architect or licensed Electrician selected by the Landlord.

- (f) Refrain from making any marks on, or attaching any sign, insignia, antenna, aerial, or other device, to the exterior or interior walls, windows, or roof of the Premises without the written consent of Landlord.
- (g) Conform to any Energy Conservation Plan developed by Landlord, which includes, but not limited to, Tenant's obligation to submit a plan developed by Tenant detailing steps Tenant will take to conserve energy at the Premises and Tenants procedures for enforcing the Energy Conservation Plan.

3. **ACCEPTANCE OF PREMISES:** Tenant has examined the Premises and accepts them in "as is" condition. Except as specifically set forth, no representations or warranties as to the condition of the Premises have been made by Landlord or its agents. Absent a breach by the Landlord of its obligations set forth in Section 14 of this Lease Landlord shall have no liability to Tenant for any damage or injury caused by the condition of the Premises.

All furnishings, appliances, fixtures, improvements, surface coverings, decoration, and other contents of the Premises shall be provided by Tenant at its own expense, as further provided in this Lease. Landlord hereby represents that, as of the date of commencement of the Lease, the plumbing is in working order, and the Premises are served by a heating and cooling system suitable for the proposed use.

4. **SQUARE FOOTAGE:** Tenant's signature to this Lease indicates Tenant agrees that the Premises contain the square footage recited in Section 1. The monthly rent and any other charges provided by this Lease shall not be adjusted by reason of any claimed variation in square footage by either party.
5. **TERM:** The term of this Lease shall be from February 1, 2016 through January 31, 2019 unless sooner terminated as expressly provided in this Lease.
6. **TERMINATION:** Either party may terminate the Lease at any time upon 90 days prior written notice to the other party. Tenant may terminate all or part of this Lease with thirty (30) days' notice if funding to Tenant from other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. Landlord understands that funding is dependent on state and federal sources which may fluctuate; however, Tenant must use best efforts to maintain or replace funding. Landlord may terminate all or part of this Lease with thirty (30) days' notice upon default by Tenant of any term of this agreement.

7. **EXTENSION:** If Tenant is not in default, the Landlord and Tenant shall have the option to extend this Lease for two (2) additional 2 year terms from February 1, 2019 through January 31, 2023. To extend, the parties shall execute a renewal of this Lease. Each additional term shall commence on the day following expiration of the immediately preceding term. Tenant must provide Landlord with no less than 90 days' notice of its intent to renew. Landlord shall then have 45 days to provide Tenant with notice of its intent to agree to such renewal, or of its election not to renew. If the Landlord does not provide Tenant with notice of its intent to agree to such renewal within 45 days of Tenant's notice of intent to renew, Landlord will be deemed to have elected not to renew.

Landlord's notice of election not to renew the Lease shall be binding on both parties, and the Lease shall expire at the end of the original term. The terms and conditions of the Lease for each renewal term shall be identical with the original term except for Lease payments as set forth in this Lease.

8. **LEASE PAYMENTS:**

- 8.1 The rent shall be payable on the first day of each month. All rent to be paid by Tenant to Landlord shall be in lawful money of the United States of America and shall be paid without deduction or offset, prior notice or demand, and at such place or places as may be designed from time-to-time by Landlord.

- 8.2 No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of rent or other charges or fees shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or payment of rent or other charges or fees shall be deemed an accord and satisfaction.

Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of rent or other charges or fees, or pursue any other remedies available to Landlord.

- 8.3 For the original term, Tenant shall pay to Landlord as base rent the sum of \$2,941.95 per month. This monthly sum is based on \$0.55 per square foot.

- 8.4 Escalation: The base rent provided in Section 8.3 shall be increased for each year by a percentage equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics for the Portland Metropolitan Area using the U.S. City Average-All Urban Consumers.

Such percentage increase shall take effect on February 1st of each year beginning February 1, 2017. In no event shall the change exceed four percent (4%) a year.

- 8.5 Lease payments shall be made payable to Wasco County and shall be mailed to Wasco County, Facilities Operations Manager, Suite 101, 511 Washington Street, The Dalles, Oregon, 97058, which address may be changed from time to time.

9. **POSSESSION:** Tenant shall be entitled to possession of the Premises on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

10. **HOLDOVER / PERSONAL PROPERTY:**

- 10.1 If Tenant does not vacate at the time required, Landlord shall have the option to treat Tenant as month-to-month Tenant, subject to all terms of this Lease except for term and renewal. Failure to remove personal property, fixtures, or other items in accordance with this Lease may, at the option of Landlord, be deemed a holdover.

Such tenancy shall be terminable at the end of any monthly rental period upon 15 days' written notice from Landlord. Tenant waives any right to any other notice.

- 10.2 At the end of the Lease term, Tenant shall remove from the Premises all of its personal property. If requested to do so by Landlord, Tenant shall also remove all fixtures provided by Tenant. Failure to remove any such item at expiration or termination may, at the option of Landlord, be deemed abandonment of such property.

Landlord may retain the property and all rights of Tenant to it shall cease or, by 15 days' notice to Tenant, Landlord may hold Tenant to its obligation to remove and Landlord may thereafter remove said items and place them in public storage on Tenant's account. Tenant shall be liable to Landlord for reimbursement of all costs incurred by Landlord.

11. **ALTERATIONS:**

- 11.1 Alterations Prohibited: Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written approval. All alterations shall be made at Tenant's sole expense in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit.

- 11.2 Ownership and Removal of Alterations: All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent specifically provides otherwise.

Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the Premises restored at the termination of the Lease unless the applicable Landlord's consent specifically provides otherwise.

12. REMODELING OR STRUCTURAL IMPROVEMENTS:

- 12.1 Subject to the requirements of Section 11 Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required or desired by Tenant to use the Premises as specified in Section 2. Tenant may also construct or install such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes, subject to Landlord's review and approval as described below.
- 12.2 Before construction or remodel of said Premises, Tenant agrees to prepare, or cause to be prepared, and to submit to the Landlord for its approval, two sets of fully dimensioned one-quarter inch (1/4") scale drawings showing the layout of the demised Premises and any other matter that would affect the construction design of the demised Premises, Tenant's estimated costs, and the names of all of Tenant's contractors and subcontractors. Landlord's approval of all the above shall not be unreasonably withheld.
- 12.3 Landlord's approval of the plans, specifications, and working drawings from Tenant's alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules, and regulations of governmental agencies or authorities.
- 12.4 All work performed by Tenant on the Premises shall be done in strict compliance with all applicable building, fire, sanitary, and safety codes, and other applicable laws, statutes, regulations, and ordinances and Tenant shall secure all necessary permits for the work to the extent required by law. All plans for construction, alteration, or changes shall be signed and sealed by an architect or engineer licensed by the State of Oregon.
- 12.5 Tenant shall keep the Premises free from all liens in connection with any work. All work performed by Tenant shall be carried forward expeditiously, shall not interfere with Landlord's work, and shall be completed within a reasonable time. All work shall be completed in a good workmanlike manner.
- Landlord or Landlord's agents shall have the right at all reasonable times to inspect the quality and progress of the work. Tenant agrees to provide Landlord with an as built: sepi of the Premises and the improvements at completion of Tenant's construction.
- 12.6 All Construction, alterations, or other work performed on or about said Premises shall be done in such a way as to interfere as little as reasonably possible with the use of the adjoining Premises by other Tenants.

12.7 Tenant shall be responsible for payment of any system development fee or tax, including but not limited to sewer connection charges, associated with its interior improvements to the Premises. Tenant shall also be responsible for any other charges, fees, or licenses necessary to obtain utility service, permit occupancy, or operate its business within the Premises.

13. SIGNS: Tenant may install signs at locations approved by the Landlord. Tenant will be responsible for obtaining all necessary sign permits. All signs must meet all City standards and codes. Tenant shall remove its signs at the termination of the Lease. Exterior sign design and placement shall be subject to Landlord's advance written permission.

14. MAINTENANCE AND REPAIRS:

14.1 Landlord Obligations: The following shall be the responsibility of Landlord (except where the maintenance or repair is required as a result of the negligence of Tenant or its invitees, in which case it shall be Tenant's responsibility):

- a. All structural repairs and maintenance to the exterior surfaces of the Premises, which includes the exterior walls, floor columns, roof, and exterior painting.
- b. Repair and maintenance of sidewalks, driveways, service areas, curbs, parking areas and common areas which includes snow removal for sidewalks, driveways and parking areas.
- c. Repair of plumbing, electrical, heating and air conditioning systems within the Premises.
- d. Repair and maintenance of exterior landscaping and irrigation.
- e. Repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches.

In performing any repairs, replacements, alterations or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance of the requirements of this provision.

14.2 Tenant's Obligations: The following shall be the responsibility of Tenant except where the repair or damage is due to the failure of Landlord to perform its repair or maintenance or repair obligations there under:

- a. Maintenance and repair of all Tenant's own equipment and equipment installed by Tenant and of all of Tenant's fixtures.

- b. Any interior remodeling or redecorating (i.e. painting, floor coverings, etc.), subject to notice and approval of Landlord.
- c. Regular maintenance of floor coverings.
- d. All other repairs to the Premises which Landlord is not expressly required to make under this Lease.

15. LANDLORD ACCESS: Other than in emergency or extreme circumstances, Landlord and its agents shall, after 24 hour advance notice, have the right to enter the Premises at reasonable times for the purpose of inspecting same, showing same to prospective Tenants, purchasers, or lenders; and making such alterations, repairs, improvements, or additions to the Premises as Landlord may deem necessary or desirable. Regardless of inspections, the duty of Landlord to make repairs shall not mature until a reasonable time after Tenant has provided written notice that repairs are needed. Emergency repair requests may be made by phone or other electronic method but must be followed by written notice.

16. UTILITIES AND SERVICES: Tenant shall be responsible for all utilities and services in connection with the Premises including, but not limited to: natural gas, electric, water, garbage, sewer, telephone service, internet services, janitorial services, and television services.

17. INSURANCE:

17.1 Liability Insurance: During the term of this Lease and before using the Premises, Tenant shall obtain and keep in force for the mutual benefit of Landlord and Tenant, comprehensive general liability insurance at Tenant's cost as follows: Comprehensive general liability insurance (in a responsible company) for bodily injury, death, and property damage with limits of not less than \$2,000,000 for each occurrence or such greater amount as may from time to time customarily be furnished by Tenant's under comparable leases.

The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Lease.

Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under this Lease, and shall name, as additional insured, Landlord, and its officers, agents, and employees.

The insurance shall provide that the insurance shall not terminate or be canceled without 30 days' written notice first being given to Landlord. If the insurance is canceled or terminated prior to termination of the Lease, Tenant shall provide a new policy with the same terms. Tenant agrees to maintain continuous, uninterrupted coverage for the duration of the Lease. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Tenant.

- 17.2 Certificates of Insurance: Certificates evidencing such insurance and bearing endorsements requiring 30 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the Premises. Tenant shall maintain, on file with Landlord, a certificate of insurance certifying the coverage required in subsection 17.1.

A certificate of insurance, or copy thereof, shall be attached to this Lease as Exhibit B, if applicable, and shall be incorporated herein and made a term and part of this Lease. The adequacy of the insurance shall be subject to the approval of the Landlord's Risk Manager. Failure to maintain liability insurance shall be cause for immediate termination of this Lease by Landlord.

- 17.3 Workers' Compensation Insurance:

- a. If Tenant is subject employer under the Oregon Workers' Compensation law, it shall comply with ORS 656.017, by providing workers' compensation coverage for all its subject workers. A certificate of insurance, or copy thereof, shall be attached to this Lease as Exhibit C, if applicable, and shall be incorporated herein and made a term and part of this Lease.

The adequacy of the insurance shall be subject to the approval of Landlord's Risk Manager or Attorney. The Tenant further agrees to maintain workers' compensation insurance coverage for the duration of this Lease. Tenant's failure to maintain insurance providing workers compensation coverage shall be cause for immediate termination of the Lease.

- b. In the event the Tenant's workers compensation insurance coverage is due to expire during the term of this Lease, the Tenant agrees to timely renewal of its insurance, either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Tenant agrees to provide the Landlord such further certification of workers' compensation insurance as renewals of said insurance occur.

- 18. SUBROGATION:** Tenant shall be responsible for insuring its personal property and trade fixtures located on the Premises and any alterations or Tenant improvements it had made to the Premises. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other.

This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer, if the policy does not expressly permit a waiver of subrogation.

- 19. HOLD HARMLESS AND INDEMNITY:** Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims arising from Tenant's use of the Premises or from the conduct of its business, and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any act or omission of Tenant or any of its agents, contractors, employees, or invitees, and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or action nor proceeding brought thereon. Nothing contained herein shall be deemed a waiver of any defenses or limits available to Tenant under the Oregon Tort Claims Act.

- 20. DESTRUCTION OR CONDEMNATION OF PREMISES:** If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty (60) days, after the occurrence of the destruction, and if the costs or repair is less than \$10,000, Landlord shall repair the Premises. Rent shall be abated during the repair of any damage to the extent the Premises are untenantable.

However, if the damage is not repairable within sixty (60) days, or if the cost of repair is \$10,000 or more, or if the Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty (20) days written notice of such event or condition by either party. If a material portion of the Premises is acquired through the lawful exercise of the power of eminent domain, material being more than 25% of the square footage, Tenant shall have the option of terminating this Lease by providing Landlord with 30 days' written notice of its intent to do so.

If the entire Premises are acquired through the lawful exercise of the power of eminent domain, this Lease shall terminate upon the date the condemning authority takes possession of the Premises, unless an alternative date is agreed upon.

In the case of either a partial or total taking, Landlord is entitled to all proceeds paid by any condemning authority. In no case shall Tenant be entitled to share in any condemnation proceeds.

21. MECHANICS' LIENS: Neither the Tenant nor anyone claiming through the Tenant, shall have the right to file mechanics' lien nor any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to give actual advance notice to any contractors, subcontractors, or suppliers, of goods, labor, or services that such liens will not be valid. If Tenant fails to discharge any lien, Landlord may elect to do so after ten (10) days written notice to Tenant, and in that event, Landlord may collect back from Tenant the amount so paid plus interest at the rate of 12% per annum but in any event not more than the maximum allowed by law, as additional rent.

22. DEFAULTS: Tenant shall be in default of this Lease, if Tenant fails to fulfill any Lease obligation or term by which Tenant is bound.

Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 30 days (or any other obligation within 15 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease.

Tenant shall pay all costs, damages, and expenses suffered by Landlords by reason of Tenant's defaults.

23. ATTORNEY FEES: If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney's fees, including attorney's fees that a court may adjudge reasonable on any appeal there under. Any such action shall be in the Circuit Court of Wasco County.

24. NOTICE: Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid and addressed as follows:

LANDLORD: Wasco County
 Facilities Operations Manager
 Employee & Administrative Services Department
 511 Washington Street
 The Dalles, OR 97058

TENANT: Mid-Columbia Center for Living
 Executive Director
 419 East 7th Street
 The Dalles, OR 97058

Such addresses may be changed from time-to-time by either party by providing notice as set forth above.

- 25. ASSIGNABILITY / SUBLETTING:** No part of the Premises may be assigned, mortgaged or subleased or may a right of use of any portion of the Premises be conferred on any third person by any other means by Tenant, without prior written consent of Landlord, except as noted herein.
- 26. HAZARDOUS MATERIALS:** For purposes of this Lease, “hazardous material” means any material or substance which may pose a present or future threat to human health or the environment, including Hazardous Waste as that term is used in Resources Conservation and Recovery Act (42 USC 6901 et seq.).

Tenant shall not use, store, generate, release, deposit, or emit any additional hazardous material in connection with its use of the Premises, nor shall Tenant increase the volume or change the manner of use, storage, generation, release, deposit or emission of any hazardous material that has previously been approved by Landlord, without prior written notification to Landlord and Landlord’s written approval of the change. Such notification shall inform Landlord about the proposed change, its environmental significance, the classification of any additional waste, and precautions to be taken by Tenant with regard to the additional hazardous material or the increase or change in use, storage, generation, release, or deposit.

Landlord reserves the right, in its sole discretion, to request additional information and to withhold its approval. Tenant shall comply with all laws governing the use, storage, generation, release, deposit, or emission of hazardous material in connection with its use of the Premises.

Tenant shall indemnify, defend (with counsel satisfactory to Landlord), and hold harmless Landlord, its present and future officers, directors, employees, contractors, and agents from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, costs, and expenses incidental thereto, including the cost of defense, settlement, and reasonable attorney's fees, which any or all of them may hereafter suffer, incur, be responsible for, or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination or other adverse effects on the environment, or any violation or alleged violation of any statute, ordinance, order, rule, or regulation of any governmental entity or agency to the extent caused by, arising out of, or connected with the presence of any hazardous material on the Premises, which hazardous material is on the Premises as a result of the act or omission of Tenant, its officers, employees, agents, contractors, or invitees.

This section is not intended to impose on the Tenant an obligation to abate asbestos or mold that was on the Premises prior to the date the Lease commences.

27. DAMAGES:

- 27.1 In the event of termination or default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease term, the following amounts as damages:

- a. The loss of reasonable rental value from the date of default until an acceptable new Tenant has been or, with the exercise of reasonable efforts, could have been secured.
 - b. The reasonable cost of re-entry and re-letting, including without limitation, the cost of any clean up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the Premises upon termination and to leave them in the required condition, any remodeling cost, attorney fees, court costs, broker commissions, and advertising costs.
 - c. Any excess of the value of the rent and all of Tenant's other obligations under this Lease over the reasonable expected return from the Premises for the period commencing on the earlier of the date of trial or the date the Premises are re-let and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.
- 27.2 Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.
28. **OBSERVANCE OF LANDLORD'S RULES:** Tenant agrees to comply with all reasonable rules and regulations respecting use of the Premises and adjacent areas promulgated by Landlord from time-to-time and communicated to Tenant in writing. Tenant shall permit Landlord to make reasonable inspection of the Premises from time-to-time to determine whether Tenant is complying with Landlord's rules and regulations and the provisions of this Lease.
29. **ENTIRE AGREEMENT/AMENDMENT:** This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
30. **SEVERABILITY:** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as to limited.
31. **WAIVER:** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

- 32. **CUMULATIVE RIGHTS:** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.
- 33. **RIGHT TO SUE MORE THAN ONCE:** Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.
- 34. **RECORDATION:** This Lease shall not be recorded without the written consent of Landlord.
- 35. **GOVERNING LAW:** This Lease shall be construed in accordance with the laws of the State of Oregon.
- 36. **FORCE MAJEURE:** Neither party hereto shall be deemed to be in default of any provisions of the Lease, for any failure in performance resulting from acts or events beyond the reasonable control of such party.
- 37. **NON-DISCRIMINATION:** No person shall be subject to discrimination in the receipt of any services or benefits made possible by, or resulting from, this Lease on the grounds of sex, race, color, religion, creed, marital status, age, national origin, or disability. Any violation of this provision may be considered a material breach of this Agreement and grounds for termination by Landlord. However, if the discrimination shall have been carried out by an employee who has been trained by Tenant not to discriminate, such violation may not be considered a material breach of this Agreement or grounds for termination by Landlord.
- 38. **STATUTORY PROVISIONS:** Tenant shall promptly comply with, observe and perform all of the requirements of all applicable Federal, State, County and Local statutes, ordinances, rules, orders and regulations in effect during the Lease Term.

Approved as to form

_____ Date: _____, 2016.
Kristen A. Campbell
County Counsel

MID-COLUMBIA CENTER FOR LIVING
Tenant

By: _____

Title: _____

Date: _____, 2016.

WASCO COUNTY, OREGON
Landlord

Wasco County Board of Commissioners

Rod Runyon, Commission Chair

Scott Hege, Commissioner

Steve Kramer, Commissioner

Date: February 17, 2016.

Discussion Item
Victims of Crime Act Grant Application

- [Introductory Email](#)
- [Application Instructions](#)



Kathy White <kathyw@co.wasco.or.us>

2/17 Commissioner Meeting

Judy Urness <judyu@co.wasco.or.us>
To: Kathy White <kathyw@co.wasco.or.us>

Tue, Feb 9, 2016 at 9:18 AM

Kathy,

I've attached the RFA for the VOCA One Time Grant. The RFA is very similar to the VOCA grant information that I submitted for the last grant. They will want to pay particular attention to Appendix A which details how much Wasco County is allocated.

Let me know if you have questions.

Thank you!

Judy Urness
Wasco County Victim Services
541.506.2685
541.506.2681 fax



2016_voca_one_time_rfa.pdf
400K

OREGON DEPARTMENT OF JUSTICE

2016 - 2017 VICTIMS OF CRIME ACT ONE-TIME GRANT

REQUEST FOR APPLICATION INSTRUCTIONS



**Attorney General Ellen F. Rosenblum
Oregon Department of Justice
1162 Court Street NE
Salem, OR 97301-4096**

RFA RELEASE DATE: November 20, 2015
APPLICATION CLOSING DATE: March 31, 2016 BY 11:59 PM PST
AWARD PERIOD: January 1, 2016 – December 31, 2017

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Read ALL Instructions Before Completing The Grant Application

A. RESOURCES FOR THIS APPLICATION

This Request for Applications (RFA) is being released by the Oregon Department of Justice (DOJ), Crime Victims' Services Division (CVSD), hereafter referred to as CVSD.

The instructions to complete this application are downloadable in PDF format from the CVSD E-Grants system at: www.cvsdegrants.com and from the CVSD website at: <http://www.doj.state.or.us/victims/pages/voca.aspx>.

The *CVSD E-Grant Applicant User Guide* is the resource to answer any questions with regards to navigating the system. The Guide can be found at:

- The welcome screen under "My Training Materials"; and
- At http://www.doj.state.or.us/victims/pdf/cvsd_egrants_applicant_user_guide.pdf.
- As you navigate and work in the system, the form pages contain a "Show Help" button giving detailed instructions or additional information in regards to the particular page. A PDF version of all of the "Show Help" pages is also available for download by clicking on *Application Instructions* in the Request for Application section of the Application Menu.

The **Victims of Crime Act (VOCA) Grant Management Handbook**, cited throughout these instructions as a reference, is available:

- On the Application Menu in E-Grants in the Request for Application section.
- The VOCA Grant Management Handbook is also available to download from the CVSD website at: http://www.doj.state.or.us/victims/pdf/voca_grant_management_handbook.pdf.
- The VOCA Grant Management Handbook has not been updated. New Program guidelines governing the VOCA Victim Assistance Grant Program are currently under revision by the US Department of Justice, Office for Victims of Crime (OVC). The regulations are expected to be enacted by the end of 2015. Therefore, there may be changes to eligibility requirements that were not available at the time some applications were submitted. If necessary, staff will work with awarded projects to ensure all projects are eligible under the new Guidelines.

B. CONTACT INFORMATION FOR CVSD STAFF

For more information or to address questions specific to the application or application process:

Fund Coordinators:

Coordinator	Phone	E-mail
Cathy Oliverio Relang	(503) 378-4476	cathy.l.relang@doj.state.or.us
Jeanette Ewald	(503) 378-6881	jeanette.ewald@doj.state.or.us

To address questions specific to completing the Application in E-Grants you may also contact:

Coordinator	Phone	E-mail
Mackenzie Gray	(503) 378-5647	mackenzie.E.gray@doj.state.or.us

C. GRANT APPLICATION AMENDMENTS

CVSD may amend this 2016-2017 VOCA One-Time Grant Application by posting Amendment(s) on the CVSD E-Grants System. Where appropriate, CVSD will issue an Amendment that will be added to the Forms Menu in the E-Grants system, immediately below the Request for Applications. Amendments will also be posted on the CVSD VOCA webpage:

<http://www.doj.state.or.us/victims/pages/voca.aspx>.

Applicant is responsible to SAVE all information in the E-Grants system and CVSD accepts no responsibility for an applicant missing information contained on the CVSD E-Grants system.

Any Applicant requiring an official clarification of a provision of this application may make a request for clarification in writing via email to the Fund Coordinators listed. Because this application will remain open for an extended period of time requests for official clarifications must be received no later than **Friday, February 19, 2016**. Requests for clarification received after that date, may or may not be responded to at CVSD's sole discretion. CVSD will promptly respond to each properly-submitted request for clarification.

CVSD may also informally respond to applicants' questions. However, informal responses do not affect the provisions of the 2016-2017 VOCA One-Time Application which is only changed via formal amendment(s) issued by CVSD and posted on the CVSD E-Grants System and on the CVSD website at: <http://www.doj.state.or.us/victims/pages/voca.aspx>.

D. VOCA ONE-TIME RFA TELECONFERENCE SCHEDULE

Applicants will have the opportunity to participate in one of three informational teleconference/*GoToMeetings*. Dates, times and log-in information are provided below. No registration is necessary. **Please note that the 3rd Teleconference will be in January for those thinking of applying after the first of the year.**

Date	Time	Go-To-Meeting
Wednesday December 9, 2015	1:30 pm – 3:00 pm	Web Access (to view documents): https://global.gotomeeting.com/join/325762669 Meeting ID: 325-762-669 Audio: Toll free number: 1 888-251-2909 Participant code: 379945
Monday December 14, 2015	1:30 pm – 3:00 pm	Web Access (to view documents): https://global.gotomeeting.com/join/411137901 Meeting ID: 411-137-901 Audio: Toll free number: 1 888-251-2909 Participant code: 379945
Tuesday January 12, 2016	10:00 pm – 11:30 pm	Web Access (to view documents): https://global.gotomeeting.com/join/955451157 Meeting ID: 955-451-157 Audio: Toll free number: 1 888-251-2909 Participant code: 379945

E. TIMETABLE FOR APPLICATION REVIEW AND GRANT AWARDS

TARGET DATE	ACTIVITY
Friday November 20, 2015	2016-2017 VOCA One-Time RFA Released
Friday February 19, 2016	Official requests for VOCA Application Amendments/Clarifications DUE
Monday January 4, 2016	Official start of the grant period
Thursday March 31, 2016	Final Day to submit Applications or Amendments through CVSD E-Grants

F. DEFINITIONS

The following definitions reflect the current allowable VOCA guidelines. A more comprehensive current and proposed guideline list can be found in Section IX of this document.

EMERGENCY SERVICES

Those services which respond to the immediate emotional and physical needs (excluding medical care) of crime victims such as crisis intervention; accompaniment to hospitals for medical examinations; hotline counseling; emergency food, clothing, transportation, and shelter (including emergency, short-term nursing home shelter for elder abuse victims for whom no other safe, short-term residence is available); and other emergency services that are intended to restore the victim's sense of security. This includes services which offer an immediate measure of safety to crime victims such as boarding-up broken windows and replacing or repairing locks. Also allowable is emergency legal assistance such as filing restraining orders and obtaining emergency custody/visitation rights when such actions are directly connected to family violence cases and are taken to ensure the health and safety of the victim.

TRAINING

For this grant, training funds can be used in three ways:

- a. **Skills Training for Staff.** VOCA funds designated for training are to be used exclusively for developing the skills of *direct service providers* including paid staff and volunteers, so that they are better able to offer quality services to crime victims. An example of skills development is training focused on how to respond to a victim in crisis. VOCA funds can be used for training both VOCA-funded and non-VOCA-funded service providers who work within a VOCA recipient organization, but VOCA funds cannot be used for management and administrative training for executive directors, board members, and other individuals who do not provide direct services.
- b. **Training Materials.** VOCA funds can be used to purchase materials such as books, training manuals, and videos for direct service providers, within the VOCA-funded organization, and can support the costs of a trainer for in-service staff development. Staff from other

organizations can attend in-service training activities that are held for the sub recipient's staff.

- c. **Training Related Travel.** VOCA funds can support costs such as travel, meals, lodging, and registration fees to attend training within the state or a similar geographic area. This limitation encourages state grantees (e.g. CVSD) and sub recipients to first look for available training within their immediate geographical area, as travel costs will be minimal. However, when needed training is unavailable within the immediate geographical area, CVSD may authorize using VOCA funds to support training outside of the geographical area. For example, VOCA sub recipients may benefit by attending national conferences that offer skills building training workshops for victim assistance providers.

TECHNOLOGY

At times, computers may increase a sub recipient's ability to reach and serve crime victims. For example, automated victim notification systems have dramatically improved the efficiency of victim notification and enhanced victim security.

In order to receive a grant for advanced technologies, each sub recipient must meet the program eligibility requirements:

- VOCA sub recipients must describe to the state how the computer equipment will enhance services to crime victims;
- How it will be integrated into and/or enhance the sub recipient's current system;
- The cost of installation;
- The cost of training staff to use the computer equipment; and
- The ongoing operational costs such as maintenance agreements, supplies, and how these additional costs will be supported.

REPAIR AND/OR REPLACEMENT OF ESSENTIAL ITEMS

VOCA funds may be used for repair or replacement of items that contribute to maintaining a healthy and/or safe environment for crime victims, such as a furnace in a shelter. In the event that a vehicle is purchased with VOCA funds, related items, such as routine maintenance and repair costs, and automobile insurance are allowable. State grantees are cautioned to scrutinize each request for expending VOCA funds for such purposes to ensure the following: (1) that the building or vehicle is owned by the sub recipient organization and not rented or leased, (2) all other sources of funding have been exhausted, (3) there is no available option for providing the service in another location, (4) that the cost of the repair or replacement is reasonable considering the value of the building or vehicle, and (5) the cost of the repair or replacement is prorated among all sources of income.

COLLABORATION

Means a mutually beneficial and well defined relationship entered into by two or more organizations to achieve common goals. This relationship includes a commitment to mutual relationships and goals, a jointly developed structure and shared responsibility; mutual authority and accountability for success; and sharing of resources and rewards.

UNDERSERVED POPULATIONS

Means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population that can be demonstrated to be underserved.

G. CVSD ADVISORY COMMITTEE MEMBERS

Steve Bellshaw Deputy Chief Salem Police Department	Kris Billhardt Executive Director Volunteers of America, Home Free
Allison Cleveland Executive Director Oregon Anti-Violence Project	Desireé Coyote Program Manager Confed. Tribes of the Umatilla Indian Reservation
Shirley Didier Victims' Rights Coordinator CVSD, Retired	Erin Ellis Executive Director Sexual Assault Resource Center
Yelena Hansen Program Coordinator EMO, Russian Oregon Social Services	Jenna Harper Training Coordinator Attorney General's Sexual Assault Task Force
Sybil Hebb Attorney Oregon Law Center	Amy Holmes Hehn Judge Multnomah County Circuit Court
Kathryn Kelly Program Manager Catholic Charities, El Programa Hispano, UNICA	Kim Larson Director, Victim Assistance Program Marion County District Attorney's Office
Kelsey LeBurn Keswani Program Director CASA, YWCA, Vancouver, WA	Terri Neimann Academic Instructor Tillamook Bay Community College
Justin Nelson District Attorney Morrow County District Attorney's Office	Cheryl O'Neill Domestic & Sexual Violence Coordinator DHS, Child Protective Services Unit
Rebecca Orf OLD Central Point of Contact/Retired Judge Oregon Judicial Department	Barb Palicki Citizen Representative Former Director, Curry County CAIC
Bob Robison Community Justice Manager Multnomah County, Retired	Michele Roland-Schwartz Executive Director Attorney General's Sexual Assault Task Force
Tawna Sanchez Family Services Director Native American Youth & Family Center	Robin Selig State Support Unit Attorney Oregon Law Center

Chanpone Sinlapasai Attorney at Law M M Immigration Law Offices	Daniel Staton Sheriff Multnomah County Sheriff's Office
Lauri Stewart Policy Analyst Oregon Department of Human Services	Vanessa Timmons Executive Director OR Coalition Against Domestic & Sexual Violence
Merle Weiner Phillip H. Knight Professor University of Oregon	Lynne Whiteman Director, Victim Assistance Program Benton County District Attorney's Office
Letetia Wilson Executive Director Center Against Rape and Domestic Violence	

SECTION I: GRANT APPLICATION OVERVIEW

A. INTRODUCTION

This document provides instructions and guidance for an application and funding process to distribute victim services grant funds from the federal Victims of Crime Act (VOCA) grant program for one-time nonrecurring funding for a single, twenty-four (24) month grant award period. This one-time nonrecurring funding opportunity does not take the place of any non-competitive or competitive grant application process but is a one-time addition. CVSD reserves the right to request update materials as necessary.

B. BACKGROUND

The Oregon Department of Justice Crime Victims' Services Division (CVSD) is the State Administrative Agency for the Victims of Crime Act (VOCA) grant programs as authorized by ORS 147.231. Created as part of VOCA, the Crime Victims Fund is made up entirely of fines and other monetary penalties paid by Federal criminal offenders, not by taxpayers. This Act serves as the central source of federal support providing direct services to victims of all types of crimes.

Congress has taken an unprecedented step forward in meeting the critical needs of our nation's crime victims by increasing the VOCA cap for FY 2015. As part of the 2015 appropriations bill, Congress more than tripled the annual amount of non-taxpayer money released from a special fund that helps crime victims.

With this unexpected increase to Oregon's VOCA allocation CVSD has the opportunity to make significant improvements in victim assistance services as well as the responsibility to do so in an accountable and transparent manner. The unknown at this time is whether or not this increase will be sustained or if it will represent a singular opportunity for Oregon. This current request for application is a result of Oregon's increased allocation for FY 2015.

C. PURPOSE

The primary purpose of the VOCA victim assistance grant program is to extend and enhance services to victims of crime. The VOCA Federal Guidelines state that services are defined as those efforts that: 1) respond to the emotional and physical needs of crime victims; 2) assist primary and secondary victims of crime to stabilize their lives after a victimization; 3) assist victims to understand and participate in the criminal justice system; and 4) provide victims of crime with a measure of safety and security such as boarding-up broken windows and replacing or repairing locks.

For the purposes of this program, a crime victim is "a person who has suffered physical, sexual, financial or emotional harm as a result of the commission of a crime."

D. ELIGIBILITY TO APPLY UNDER THIS REQUEST FOR APPLICATION

Eligible applicants for this Request for Applications (RFA) must be listed on the Allocations Table in Appendix A. No other agencies are eligible.

E. AGENCIES NOT CURRENTLY RECEIVING VOCA FUNDING

All projects must be (1) for one-time non-recurring costs; (2) to support the expansion or enhancement of delivery of direct services to crime victims; and (3) to ensure the health and safety of victims.

If you **do not** currently receive VOCA grant funds you must provide additional information as requested below. This information will be uploaded in Form H: Attachments to Upload.

<u>Non-Profit Organizations Only</u>	<u>Government-based Organizations Only</u>
1. Most recent Statement of Financial Position (Balance Sheet);	Most recent Statement of Financial Position (Balance sheet).
2. Date of most recent submission of IRS Form 990;	
3. Articles of Incorporation	
4. IRS 501(c)(3) Determination letter.	

As existing CVSD sub-grant recipients you must be in compliance with all grant requirements including reporting to be considered for this funding.

F. FEDERAL ELIGIBILITY CRITERIA

VOCA establishes eligibility criteria that **must** be met by all organizations that receive VOCA funds. These funds are to be awarded to sub-recipients only for providing services to victims of crime through their staff. Each sub-recipient organization **shall** meet the following requirements:

- 1. Public or Nonprofit Organization.** To be eligible to receive VOCA funds, the project must be provided by a public or nonprofit organization or a combination of such organizations, and provide services to crime victims.
- 2. Record of Effective Services.** Demonstrate a record of providing effective services to crime victims. This includes having the support and approval of its services by the community, a history of providing direct services in a cost-effective manner, and financial support from other sources.
- 3. New VOCA Programs.** Those programs that have not yet demonstrated a record of providing services may be eligible to receive VOCA funding, if they can demonstrate that 25-50 percent of their financial support comes from non-federal sources. It is important that organizations have a variety of funding sources besides federal funding in order to ensure their financial stability.

4. **Volunteers.** Sub-recipient organizations must use volunteers unless the state grantee determines there is a compelling reason to waive this requirement. A "compelling reason" may be a statutory or contractual provision concerning liability or confidentiality of counselor/victim information, which bars using volunteers for certain positions, or the inability to recruit and maintain volunteers after a sustained and aggressive effort.
5. **Promote Community Efforts to Aid Crime Victims.** Promote, within the community, coordinated public and private efforts to aid crime victims. Coordination may include, but is not limited to, serving on state, federal, local, or Native American task forces, commissions, working groups, coalitions, and/or multi-disciplinary teams. Coordination efforts also include developing written agreements that contribute to better and more comprehensive services to crime victims. Coordination efforts qualify an organization to receive VOCA victim assistance funds, but are not activities that can be supported with VOCA funds.
6. **Help Victims Apply for Compensation Benefits.** Such assistance may include identifying and notifying crime victims of the availability of compensation, assisting them with application forms and procedures, obtaining necessary documentation, and/or checking on claim status.
7. **Comply with Federal Rules Regulating Grants.** Sub-recipients must comply with the applicable provisions of VOCA, the Program Guidelines, and the requirements of the OJP Financial Guide, effective edition, which includes maintaining appropriate programmatic and financial records that fully disclose the amount and disposition of VOCA funds received. This includes: financial documentation for disbursements; daily time and attendance records specifying time devoted to allowable VOCA victim services; client files; the portion of the project supplied by other sources of revenue; job descriptions; contracts for services; and other records which facilitate an effective audit.
8. **Maintain Civil Rights Information.** Maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability, within the timetable established by the state grantee; and permit reasonable access to its books, documents, papers, and records to determine whether the sub-recipient is complying with applicable civil rights laws. This requirement is waived when providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.
9. **Comply with State Criteria.** Sub-recipients must abide by any additional eligibility or service criteria as established by the state grantee including submitting statistical and programmatic information on the use and impact of VOCA funds, as requested by the grantee.
10. **Services to Victims of Federal Crimes.** Sub-recipients must offer services to victims of federal crimes on the same basis as victims of state crimes. A victim of a federal crime is

defined as a victim of an offense that violates a federal criminal statute or regulation. Federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as some Native American reservations, national parks, some federal buildings and military installations. Examples of other federal crimes are terrorism, bank robbery, some drug-related crimes, interstate or international kidnapping, mail or wire fraud, violation of a qualifying protection order under federal law and trafficking persons.

- 11. No Charge to Victims for VOCA-Funded Services.** Sub-recipients must provide services to crime victims, at no charge, through the VOCA-funded project.
- 12. Confidentiality of Personal Information.** In order to ensure the safety of adult, youth, and child victims of crime, sub-recipients shall protect the confidentiality and privacy of persons receiving services. Sub-recipients shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through sub-recipients' programs. Additionally, sub-recipient shall not reveal individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an un-emancipated minor, the minor and the parent or guardian or in the case of persons with disabilities, the guardian) about whom information is sought, whether for this program or any other Federal, State, Tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, person with disabilities, or the abuser of the other parent of the minor. Additional information can be found in the VOCA Grant Management Handbook.
- 13. Confidentiality of Research Information.** Maintain confidentiality of client-counselor information, as required by state and federal law. Except as otherwise provided by federal law, no recipient of monies under VOCA shall use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with VOCA. Such information, and any copy of such information, shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding. See Section 1407(d) of VOCA codified at 42 U.S.C. 10604.
- 14. Assurances and Certifications.** Sub-recipients must meet the terms of the Certified Assurances and other federal rules regulating grants, including non-supplanting and the Certifications regarding lobbying, debarment, suspension and other responsibility matters, and drug-free workplace requirements.
- 15. Compliance with the Federal Funding Accountability and Transparency Act (FFATA) of 2006.** As of January 1, 2009, all recipients of Federal VOCA funds, and their sub-contractors, must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The Transparency Act requires the federal government to have a single, searchable website. This website must be accessible by the public without cost, for each

federal award of \$25,000 or more over the life of any sub-award (i.e., VOCA grant award period). In order to satisfy this requirement, fund sub-recipients are required to have a “data universal numbering system” (DUNS) and to maintain a current registration with the System for Award Management (SAM). Prior to a grant Agreement being issued from this application, all programs must be registered and current with the SAM. See the current version of the *VOCA Grant Management Handbook* for details regarding DUNS and SAM registration (Award Conditions, Federal Funding Accountability and Transparency Act of 2006). For additional information, the SAM User Guide is available at: https://www.sam.gov/sam/SAM_Guide/SAM_User_Guide.htm#Toc330768952.

16. Accommodations and Language Access. Applicants are encouraged to support activities that ensure individuals with disabilities and deaf individuals and persons with limited English proficiency have meaningful and full access to their programs. For example, grant funds can be used to support American Sign Language (ASL) interpreter services, language interpretations and translation services, or the purchase of adaptive equipment. Applicant proposing to use grant funds to create websites, videos, and other materials must ensure that they are accessible to person with disabilities.

G. FEDERAL MATCH REQUIREMENTS

VOCA requires each project include a matching contribution of 25% (cash or in-kind) of the total grant funds awarded and must be derived from nonfederal sources. All funds designated as match are restricted to the same uses as the VOCA victim assistance funds and must be expended within the grant period. Match must be provided on a project-by-project basis. Any deviation from this policy must be approved by OVC. Additional information regarding match including calculating match can be found in the most recent version of the *VOCA Grant Management Handbook*. VOCA regulations also allow for match waiver requests (see below).

Exceptions to the match requirements above include Native American Tribes/Organizations located on reservations. The match for new or existing VOCA sub-recipients that are Native American Tribes/Organizations located on reservations is 5% (cash or in-kind) of the total VOCA project. For the purpose of this grant, a Native American Tribe/Organization is defined as any tribe, band, nation, or other organized group or community, which is recognized as eligible for the special programs and services provided by the US to Native Americans because of their status as Native Americans. A reservation is defined as a tract of land set aside for use of, and occupancy by, Native Americans.

Requesting a Match Waiver

With the recent increase in VOCA funds for FY 2015, many agencies will receive a larger VOCA award, which means larger match requirements. Meeting the 25% match requirement may be more difficult and your agency may want to request a match waiver.

If your agency would like to request a match waiver, please see Form H: Attachments to Uploads for detailed information and a sample letter. The letter should outline the

reasons why your agency will have trouble meeting the full match requirement and should indicate the amount of match you are able to provide. Your CVSD fund coordinator will review your waiver request to determine eligibility and if it should be forwarded to the federal OVC. CVSD will compile all of the eligible match waiver requests and send them to OVC at one time.

Keep in mind that OVC has indicated a match waiver for the full amount is not likely to get approved. It is very important that you consider the amount of match you are able to contribute to the project.

H. CVSD REQUIREMENTS

1. Grant Management Handbook

Comply with VOCA program guidelines as written in the most recent version of the VOCA Grant Management Handbook, including any additional eligibility or service criteria as established by CVSD. *Note: A revised Grant Management Handbook will be released in the summer of 2016.*

2. Access to Effective Services

To ensure meaningful access to services for all victims of crime across the State, programs must be able to respond appropriately to requests for assistance (e.g. completion of compensation claims, child abuse medical assessments, etc.). In addition, those agencies whose primary services are focused on a specific area of victim assistance must be able to describe how they directly link victims whose needs may be beyond their expertise to the appropriate community partner agency.

3. Financial, Data and Outcome Reporting

Applicants will submit quarterly financial and outcome measures reports and semi-annual statistics and narrative reports on services provided specific to the staff positions supported by those funds. More detailed information can be found in Section X of this document.

4. Confidentiality Policies and/or Procedures

Applicants will have policies and procedures to protect the confidentiality and privacy of persons receiving services and will not disclose personally identifying information or individual information collected in connection with services requested, used, or denied without the informed, written, reasonably time-limited consent of the person whose information will be disclosed. Non-personally identifying information may be shared in the aggregate for reporting purposes. Policies will be reviewed during site visits.

5. Planning

The planning process for an agency/program is a way to clearly define the purpose of the agency/program, establish realistic goals and objectives, identify needs and appropriate services for the community(ies) being served. This process provides an opportunity to bring staff, community partners and victims together to build consensus about where an

agency/program is going. Ideally, a thorough planning process will include both internal agency planning, as well as external community-wide planning. CVSD recognizes that the willingness of partners to collaborate and resources supporting that collaboration vary from community to community. CVSD strongly urges programs to go through this process. Applicants will discuss their planning process(s) in greater depth during site visits, including how input from victims and community partners is included. CVSD will provide technical support to applicants upon request and to the extent possible.

6. Training Requirements

Applicants will provide training to staff, volunteers and board/governing body members as outlined in Section VIII of this document. Staff and volunteers will be assessed as to their readiness to provide direct services. Applicants will demonstrate their methodology for evaluation of staff and volunteer compliance with training requirements during site visits. The Staff Roster and the Board/Governing body Roster in the E-Grants system both require information on completion of training requirements for each staff person and board/governing body member.

I. AWARD AMOUNTS

Please see Appendix A for your organization's 2016-2017 VOCA One-Time funding allocation. County population is the basis for each allocation amount. Applicants should carefully consider the resources needed to successfully implement a proposed project and present a realistic budget that accurately reflects project costs.

NOTE: The State of Oregon reserves the right to reject any or all proposals, to waive informalities and minor irregularities in proposals received, and to accept any portion of the proposal or all items proposed, if deemed in the best interest of the State of Oregon to do so. Failure of the applicant to provide information requested in the application shall be the responsibility of the applicant agency, and may result in disqualification of the applicant. The fact that an applicant meets eligibility requirements and applies for eligible services, does not guarantee funding.

J. AVAILABILITY AND DURATION OF FUNDING

The CVSD will award 2016-2017 VOCA One-Time grants for up to twenty-four (24) months with the grant period beginning January 1, 2016 through December 31, 2017.

Funding is contingent upon the availability of appropriated funds through the US Department of Justice, Office for Victims of Crime.

Section II: One-Time Funding Criteria

A. OPEN APPLICATION PROCESS

This application will have an extended application period. CVSD will continue to accept applications through **March 31, 2016** allowing eligible applicants to request their funding allocation all at one time or in increments.

- Eligible applicants can submit an application for their full allocation at one time or can choose to submit for only a portion of their allocation;
- If an applicant submits an application requesting only a portion of the organization's allocation from the Allocation table in Appendix A, they will have the opportunity to submit amendment(s) requesting more of their allocated funds on or before the official application close date of **March 31, 2016**.
- An applicant can request amendments to the original application up to the organization's total allocation.
- All applications and amendments must meet the One-Time funding criteria as outlined in this section.

B. CRITERIA BY CATEGORY

All projects must be (1) for one-time non-recurring costs; (2) to support the expansion or enhancement of delivery of direct services to crime victims; and (3) to ensure the health and safety of victims.

The intention of the One-Time VOCA grant opportunity is to meet agency/program needs that are not currently met through the "regular" non-competitive or the competitive process. Applicants must be able to demonstrate how these one-time expenditures will support the expansion or enhancement of the delivery of direct services to crime victims and/or ensure the health and safety of victims. VOCA funds may support only the prorated share of an item that is not used exclusively for victim-related activities. If an item is not used exclusively for VOCA eligible victim services, you may apply only for the prorated items that serve crime victims. For example: if 20% of clients served by a shelter program are homeless and not VOCA eligible crime victims, then the program could only request 80% of the cost to replace a shelter furnace.

The U.S. Department of Justice, Office for Victims of Crime is currently revising the Federal Program Guidelines governing the VOCA Victim Assistance Grant Program. The Guidelines are anticipated to be released by the end of 2015. CVSD expects these Guidelines to be enacted prior to the commencement of these One-time grant funds. **Therefore, there may be changes to eligibility requirements that were not available at the time of the release of this RFA. If necessary, CVSD staff will work with awarded projects should modifications be necessary.**

Applicants may apply for funding in one, two or all four categories:

1. Emergency Services
2. Training
3. Technology/Repair and Replacement of Essential Items
4. Other

Examples of Allowable Costs: eligible emergency services activities to victims, technology, maintenance and repair, personnel providing eligible services as it relates to a one-time nonrecurring project (filling existing positions is not allowable with these funds), skills training for direct services staff and training related travel, well-justified travel related to eligible services, professional services/consultants providing eligible services, short term projects, and funding to initiate projects. A list of allowable and unallowable costs and activities can be found in Section IX. Please refer to the following resources for more comprehensive guidelines on VOCA:

- **The VOCA Grant Management Handbook:**
(http://www.doj.state.or.us/victims/pdf/voca_grant_management_handbook.pdf).
- **Current Final Federal VOCA guidelines:** (<http://ojp.gov/ovc/voca/vaguide.htm>).
- **Proposed New VOCA Guidelines:**
(<https://www.federalregister.gov/articles/2013/08/27/2013-20426/voca-victim-assistance-program>).

Appendix B of this RFA offers examples of eligible projects under this funding opportunity. Applicants are not limited to the examples listed in Appendix B. This is a non-competitive process so please consult with your fund coordinator should you have a question about allowable cost and activities.

The following criterion applies to this RFA for each eligible category.

1. Emergency Services

- a. VOCA current guidelines around emergency services apply.
- b. Applicants **cannot** remove funds from the Emergency Services category into another category.
- c. Applicants **can** combine some or the entire allocated amount from the “Other” category into Emergency Services.
- d. No dollars are to be paid directly to a victim.
- e. The use of Gift Cards is not allowed.
- f. Applicants requesting funds for this category must have policy and procedures regarding the disbursement and accounting of these funds and the eligibility criteria.
- g. Allowable expenses are outlined in Section IX of this document.
- h. Alternative to using gift cards may include but not limited to:
 - i. Establishing with a specific vendor(s) a credit or ability to charge items
 - ii. Advocate accompanies survivor to purchase items

- i. During the grant cycle applicants receiving funding from this category must track victims (no names) receiving assistance through these funds and the type and amount of financial assistance received,

2. Training

- a. VOCA current guidelines around training apply.
- b. Detailed guidance on training is available in Form J: Services and Supplies, #3 Training.
- c. Training means direct service staff with VOCA supported FTE or non VOCA funded direct service staff receives training.
- d. Applicants **cannot** remove funds from the Training category into another category.
- e. Applicants **can** combine some or the entire allocated amount from the “Other” category into Training. Example: An agency has training plans that will cost more than their allocation. In this case, they can add “Other” category funds to their Training category in order to fully implement their training plans.
- f. Applicants wishing to pool a portion of or their entire training allocation with other counties, programs or agencies to sponsor a regional or larger training or a series of trainings may do so. The following applies:
 - i. A lead agency/program must apply on the behalf of the partners
 - ii. Each agency/program participating must complete an MOU with the lead agency
 - iii. Each partner will indicate in their application the amount of the training funds which will go into the training pool, identify the lead agency and the partners.

3. Technology/Repair and Replacement of Essential Items

- a. VOCA current guidelines around technology and repair/replacement of essential items apply.
- b. All or a portion of the allocated amount in this category can be combined with the fourth category entitled “Other”.
- c. Detailed guidance on the procurement process is available in Form K: Other Costs, #3 Capital Outlay.
- d. Applicants will be asked to fully justify the expenditures for technology and equipment in your budget and budget narrative, including type, quantity estimated unit, or other information be provided before the final budget can be issued.

Technology

- i. Eligible technology upgrades **must be related to the provision of direct services**, supporting your agencies’ ability to provide direct services.
- ii. Grant funds support the purchase, not leasing of technology equipment.

Repair and Replacement of Essential Items

- i. VOCA funds may be used for repair or replacement of items that contribute to maintaining a healthy and/or safe environment for crime victims
- ii. VOCA funds cannot support the entire cost of an item that is not used exclusively for victim-related activities.
- iii. This category includes furniture and equipment

4. Other

- a. VOCA current guidelines apply.
- b. Allowable costs in this category include seed funding to start a project or to complete short term projects.
- c. All or a portion of the allocated amount in this category can be combined with the first, second, and third categories (“Emergency Services,” “Training,” and “Technology and Repair/Replacement of essential item”.)
- d. Projects can include limited duration personnel only as it relates to this one-time project. Filling existing positions is not allowable with these funds.

Section III: Application Guidelines

The following instructions are intended to guide applicants in completing the 2016-2017 VOCA One-Time Grant Application for all eligible programs for the period of January 1, 2016 – December 31, 2017.

Applications will be completed and submitted entirely through the CVSD E-Grants system. The Forms section is where the vast majority of the work for an application is completed along with the uploading of specifically requested documents. All forms must be complete with no error messages prior to the application being submitted. Having individual forms completed or saved is not the same as “submitting” the application. Applicants must be sure to change the status of their application to “Application Submitted” when all forms have been completed and all errors are corrected.

- A.** CVSD E-grants organization and member information All eligible agencies are currently registered in the CVSD E-Grants system. This process only needs to occur once; there is no need for multiple accounts within the Oregon CVSD E-Grants system. However, the agency must, at a minimum, annually review the agency’s contact and member profile information including deactivating staff no longer associated with the agency. This process should be done prior to beginning the Application. Please see CVSD E-Grants Applicant User Guide, Chapter 5: Keeping Contact Information Current.
- B.** Technical assistance regarding the cvsd e-grants system can be obtained by:
1. Using the “Show Help”. As the applicant navigates and works in the system, selected pages contain a “Show Help” button providing instruction details or additional information specific to the page;
 2. Downloading a PDF version of all of the “Show Help” pages by clicking on Application Instructions in the Request for Application section.
 3. Using the CVSD E-Grant Applicant User Guide;
 4. Contacting one of the CVSD Fund Coordinators listed on pages 1 and 2 for assistance with the application contents; and
 5. Contacting the system Help Desk for system technical assistance, which is available:
Monday – Friday 7am to 5pm, Pacific Standard Time, at 1-866-449-1425 or email: helpdesk@agatesoftware.com.
- C.** Applications must be submitted electronically through the CVSD E-Grants system. The final opportunity to submit an application or an amendment will be on **Thursday March 31, 2016 by 11:59 p.m., Pacific Standard Time**. The application will not be accessible after the above mentioned time. CVSD staff will not be available to assist an applicant after 5:00 pm on March 31, 2016. Once an application is submitted it will become a “read-only” document and cannot be changed. Late applications will **NOT** be accepted. For information on Submitting your Application see the CVSD E-Grants Applicant User Guide.

NOTE: CVSD recommends submitting the application or amendments at least one day prior to the closing date to avoid any unanticipated technical problems.

- D. All required forms for this application can be found in the CVSD E-Grants system. However, organizations are requested to upload supplemental documents, as appropriate, throughout this application. Please DO NOT attach any documents that have not been requested unless directed by CVSD.
- E. Before CVSD will issue grant fund payments, all existing grant reports for open grants (i.e. VOCA, VAWA, ODSVS, CAMI, CFA etc.) issued to your agency by CVSD must be submitted. Contact your Fund Coordinator if you have any questions regarding the status of your agency's reports. Applicants may be issued conditional awards if they are not current with reporting requirements.
- F. Grant awards for the period January 1, 2016 – December 31, 2017 will not be extended beyond the twenty-one (24) month award period. Unspent funds as of December 31, 2017 will be deobligated.
- G. DOJ has the right to make or deny an award without talking to the applicant first. To avoid any confusion during the application review, complete and accurate applications are strongly encouraged.
- H. By submitting an application, an agency agrees to comply with all DOJ grant agreement requirements. A sample VOCA Grant Agreement is available on the CVSD website at: <http://www.doj.state.or.us/victims/pages/voca.aspx>

SECTION IV: APPLICATION CONTENTS

A. KEY THINGS TO REMEMBER WHEN COMPLETING THIS APPLICATION

- After saving a form, if there are errors, the CVSD E-Grants system will provide error messages at the top of a page directing the applicant to errors on a form.
- The E-Grants system will not allow an application to be submitted with error messages on any form within the application.
- Required fields have an asterisk (*), however, depending on the application other fields may need to be completed as well.
- Remember to click “Save” frequently to save the information you have written. The system will not save information if you go to the next page without saving.
- Click on “Save” every time you think of it.
- The CVSD E-Grants system allows the applicant to check the status of each form and see when the particular form was first created and last modified. When a form is complete, you may click on the button “mark as complete” and the icon next to the form name will show a check mark. This is an internal process only and helps the applicant know when a form is complete.
- Applicants should consider completing narrative sections in a word processing program and pasting it into the appropriate section. Because the text boxes have limited character counts, using the character counting tool in a word processing program when creating your response may be helpful. Please see the CVSD E-Grants Applicant User Guide: Application form completion: Copy and Paste for additional information on this topic.
- Remember to have a person other than the grant writer review the application.

Instructions for completing all FORMS in this application can be found by clicking on the SHOW HELP button on each page in the E-Grants system.

B. PROGRAM/PROJECT INFORMATION: FORMS A-H

Each applicant is required to complete all forms that appear in the *Application Menu—Forms* page except Form G. *Form G: Community Collaboration: Memorandum of Understanding and Subcontracting* will need to be completed as applicable. *Form H: Attachments to Upload* is for use in attaching and uploading additional required documents.

C. PROJECT BUDGET: FORMS I - M

Completing the budget forms in this application will have some flexibility compared to a “regular” non-competitive application. Please read the following regarding the budget:

1. All applicants must complete the budget forms in the application
2. All eligible agencies have an allocation in each of the four categories which can be found in Appendix A and described in *Section II: Project Criteria*. Agencies should carefully consider the estimated total cost to meet the project needs. Requesting the full amount of the

allocation may not be necessary to successfully implement the proposed project. Applicants are encouraged to present a realistic budget that accurately reflects project costs.

3. Eligible applicants can submit an application for their full allocations at one time or can choose to submit only a portion of their allocation;
4. If an applicant submits an application requesting only a portion of the organization's allocation from the Allocation table in Appendix A, they will have the opportunity to submit amendment(s) requesting more of their allocated funds on or before the official application close date of **March 31, 2016**.
5. An applicant can request more than one amendment up to the organization's total allocation.
6. The required match will be 25% of the federal funds requested. Applicants do have the option to submit a match waiver request as described in *Form H: Attachments to Upload*
7. Tribes are required to submit a 5% match under the current VOCA guidelines. If this changes with the new Proposed VOCA Guidelines, match will be adjusted as necessary.

CVSD has the discretion to award grants for greater or lesser amounts than requested and to negotiate the specifics of a project as well as the budget with applicants prior to awarding a grant.

A list of allowable and unallowable costs and activities under the current guidelines and what they might look like under the new Proposed VOCA guidelines is provided in Section IX in this RFA with additional information in the most recent version of the VOCA Grant Management Handbook.

Form M is an auto-fill budget summary page. All budget amounts and match will be summarized from Forms I - L and shown on the budget summary page.

C. MISCELLANEOUS

This section is available should the applicant be directed by a CVSD Fund Coordinator to upload additional documents.

Section V: Submission Information

VOCA One-Time grant applications must be submitted electronically through the CVSD E-Grants system. Applications will only be accepted through the CVSD E-Grants system. For instructions on how to submit your application, please review the “Submitting your Application” section of the CVSD E-Grant *Applicant User Guide*.

ALL APPLICATIONS AND AMENDMENTS ARE DUE ON OR BEFORE:

**THURSDAY, MARCH 31, 2016
BY 11:59 P.M., PACIFIC STANDARD TIME**

**IT IS IMPORTANT TO NOTE THAT ONCE AN APPLICATION OR
AN AMENDMENT IS SUBMITTED IT WILL ENTER INTO A
“READ-ONLY” STATUS AND CANNOT BE CHANGED.**

**APPLICATIONS SUBMITTED AFTER THE FINAL
CLOSING DATE WILL NOT BE CONSIDERED FOR FUNDING.**

Section VI: Application Review Process and Reservation of Rights

A. APPLICATION REVIEW PROCESS

This is a non-competitive application process. Applications will be funded if they sufficiently meet the eligibility requirements and VOCA funds are issued to the State for sub-grants. CVSD staff review applications internally to ensure compliance with VOCA and CVSD guidelines. In order to assess each applicant's ability to provide the fiscal management, reporting and other terms required by this RFA and the CVSD grant agreement, staff will review program financial and service data at site visits (and other relevant information and reporting for grants active from 2014 through the present). CVSD staff may seek clarification from applicants on an application, including asking for additional information, and may require modifications from an applicant.

B. RESERVATION OF RIGHTS

CVSD reserves the right to:

- 1) Seek clarifications of each application or to award a grant contract without further discussion of the proposals submitted;
- 2) Reject any and all applications received by reason of this request, or to negotiate separately in any manner necessary to serve the best interest of the public;
- 3) Determine, with sole discretion, whether a proposal does or does not substantially comply with the requirements of this Application; and
- 4) Waive any minor irregularity, informality, or non-conformance with the provisions or procedures of this Application.

Section VII: Review of Award Decisions

A. INFORMAL REVIEW

Applicants may request informal feedback and technical assistance regarding their grant application any time after receiving notification of the award decision. Contact a VOCA Fund Coordinator for additional information regarding this process.

B. FORMAL REVIEW

- 1) An applicant has a right to a review of the award decision with regard to its application.
- 2) Each applicant will be informed of this review procedure at the time a decision is made regarding its application.
- 3) No applicant will be subject to reprisal for seeking a review of an award decision.
- 4) An applicant may request a review by making a written request to a Fund Coordinator within 7 calendar days after receiving notification of the award decision.
- 5) When CVSD is notified that an applicant has requested a review, a meeting will be scheduled for the applicant to meet with a CVSD Fund Coordinator and up to 3 members of the Advisory Committee. Every effort will be made to have this meeting occur within 14 calendar days of the receipt of the request. The Fund Coordinator will notify applicant of the result of the meeting within 5 days after the meeting has been held.
- 6) If the matter is not resolved through the above-described procedure, the applicant can request a review of the issue by the Attorney General or her designee. The applicant should make a written request for such a review through the Director of the CVSD within 7 calendar days following notification of the results of the meeting described in the preceding paragraph.
- 7) Every effort will be made to have a final decision by the Attorney General or designee within 14 days of receipt of the request.

Section VIII: Training Requirements for Staff, Volunteers, Interns Under the One-Time Grant

Projects proposing to use grant funds to support staff FTE under this RFA must meet the following training requirements as appropriate.

All sub-recipients of VOCA Non-Competitive grant funds will provide training to grant-funded staff and volunteers/interns providing direct services. Staff and volunteers must be assessed as to their readiness to provide direct services. Training for Board members is strongly encouraged. Applicants will demonstrate their methodology for evaluation of staff and volunteer compliance with training requirements during site visits. The Staff Roster and the Board of Directors Roster in the CVSD E-Grants system both require information on completion of training requirements for each staff person and Board member.

DV/SA and Tribal Direct Service Staff

DV/SA VOCA funded staff, interns and volunteers who provide direct services must successfully complete the required minimum 40 hour training prior to having unsupervised contact with survivors/victims including the additional 2 hour training on privilege. The DHS DV/SA training requirements apply to all VOCA recipients. Detailed training content topics can be found here: http://www.doj.state.or.us/victims/pdf/dvsa_training_requirements.pdf.

Non-profit organizations and Tribal Nations may provide this training internally, arrange to participate in training led by another provider, or both.

Programs may waive parts of the training for new staff/volunteers who have completed training through other domestic violence and/or sexual assault programs or volunteer trainings if the program:

- contacts the original agency to verify training; and/or
- documents that it meets the training requirements.

If the prospective staff/volunteer has not volunteered or been employed within the last 2 years, they must go through the training.

City/County Government Based, Child Abuse Intervention Centers and Special Population Organizations Direct Service Staff

All recipients of VOCA funds must ensure that staff providing direct services will successfully complete the Oregon Basic State Victim Assistance Academy (SVAA) training during the first year of the grant cycle. Information for the SVAA training will be available on the CVSD website in the near future (SVAA oversight is transitioning from Crime Victims' Assistance Network (CVAN) to CVSD): <http://www.doj.state.or.us/victims/pages/training.aspx>. Proposed VOCA funded staff who have already attended SVAA have met this requirement.

VOCA funded staff from Child Abuse Intervention Centers and Special Population organizations may alternatively submit a 40-hour training plan for CVSD approval that covers topics relevant to the funded staff position(s). The 40-hour training plan may include relevant topics from the:

- a. Oregon Basic State Victim Assistance Academy described above;
- b. DHS Advisory Committee adopted training requirements found at: http://www.doj.state.or.us/victims/pdf/dvsa_training_requirements.pdf;
- c. Office for Victims of Crime (OVC) Victims Assistance Training *Online* (VAT *Online*) found at: https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm under the Course Descriptions tab; and
- d. Additional population-specific topics.

VOCA funded staff providing direct services are strongly encouraged to attend a Crime Victims' Compensation Program (CVCP) and Address Confidentiality Program (ACP) training at least once every four years. CVCP and ACP training is held quarterly in Salem at the CVSD office. The agenda and training schedules are available at:

<http://www.doj.state.or.us/victims/pages/training.aspx>. For additional information contact CVSD at (503) 378-5348.

All staff not providing direct service should minimally be informed on the basics of providing services to victims of crime.

Fund recipients are encouraged to include projected costs of sending staff to training in their budget. These costs can include applicable registration fees, lodging, meals and mileage. Contact your Fund Coordinator for the updated SVAA registration costs.

Volunteers and Interns

Volunteers and interns providing VOCA-funded direct services in government based organizations are required to successfully complete the OVC VAT *Online* training or a training program that minimally covers the topics included in VAT *Online* during the first year of the grant cycle. Registration information for the VAT *Online* training can be accessed at: <https://www.ovcttac.gov/vatonline>.

Alternatively, Child Abuse Intervention Centers and Special Population organizations may submit a training plan for CVSD approval that covers topics relevant to volunteer position(s), which may be from VAT *Online*, DHS Advisory Committee adopted training requirements, SVAA, all described above, and additional population-specific topics.

Volunteer/intern supervisors must develop training plans to consist of a minimum of 40-hours based upon the needs of the program and volunteers. It is the responsibility of the volunteer/intern supervisor to document the training completed. CVSD Fund Coordinators will verify this information at the time of an in-person site visit. Volunteers and interns not providing direct service should minimally be informed on the basics of providing services to victims of crime.

Additional Recommended Staff Training

Crime Victim Compensation Training

Directors, coordinators, and staff who have not participated in a Crime Victim Compensation Training or have not received training in **over four years** are strongly encouraged to participate in one of the quarterly trainings held in Salem at the CVSD Office. Additional information including upcoming training dates can be found on the CVSD website at: <http://www.doj.state.or.us/victims/pages/training.aspx>.

Board of Directors or Leaders designated with the responsibility for the oversight of the grant funded activities

All Board members/governing body/designated leaders will attend an orientation that provides the information they need on their role in the organization. Minimally, this should include: organization overview, orientation of the Board manual, roles and responsibilities of the board, overview of Board structure, overview of board operations, review of strategic plan, and administrative activities.

Each non-profit organization or Tribal Nation will identify the individual or group with direct responsibility for domestic violence and/or sexual assault programs. The designated leader(s) may include members of the Board of Directors, the Tribal Council, Tribal Leaders, the program supervisor, or a DV/SA Advisory Board and must have a minimum of 12 hours of training during their first year in this role. The training must be in at least one of the VOCA priority categories (Domestic Violence, Sexual Assault, Underserved, Child Abuse or General Victim Services) dependent upon services provided by the agency (if they do not already have expertise). On-going training is strongly encouraged. Training can be presented over several months, through annual meetings, self-study with debriefing, etc. Training must be documented. The designated leader(s) are encouraged to receive the same 30 hours of initial training required of the staff and volunteers, in addition to training specifically dealing with governance of the organization.

SECTION IX: ALLOWABLE AND UNALLOWABLE COSTS AND SERVICES

Special Services-- Services to assist crime victims with managing practical problems created by the victimization such as acting on behalf of the victim with other service providers, creditors, or employers; assisting the victim to recover property that is retained as evidence; assisting in filing for compensation benefits; and helping to apply for public assistance.

Other Allowable Costs and Services-- The services, activities, and costs in this category are not generally considered direct crime victim services, but are often a necessary and essential activity to ensure that quality direct services are provided. Before these costs can be supported with VOCA funds, the state grantee and sub-recipient must agree that direct services to crime victims cannot be offered without support for these expenses; that the sub-recipient has no other source of support for them; and that only limited amounts of VOCA funds will be used for these purposes.

Current VOCA Guidelines (1997)	Proposed VOCA Guidelines
Emergency Services ALLOWABLE Those services which respond to the immediate emotional and physical needs (excluding medical care) of crime victims such as crisis intervention; accompaniment to hospitals for medical examinations; hotline counseling; emergency food, clothing, transportation, and shelter (including emergency, short-term nursing home shelter for elder abuse victims for whom no other safe, short-term residence is available); and other emergency services that are intended to restore the victim's sense of security. This includes services which offer an immediate measure of safety to crime victims such as boarding-up broken windows and replacing or repairing locks. Also allowable is emergency legal assistance such as filing restraining orders and obtaining emergency custody/visitation rights when such actions are directly connected to family violence cases and are taken to ensure the health and safety of the victim. UNALLOWABLE <ul style="list-style-type: none"> Most Medical Costs. VOCA funds cannot pay for nursing home care (emergency short-term nursing home shelter is allowable), home health-care costs, in-patient treatment costs, hospital care, and other types of emergency and non-emergency medical and/or dental treatment. VOCA victim assistance grant funds cannot 	ALLOWABLE Immediate physical and psychological health and safety. Services that respond to the immediate emotional, psychological and physical needs (excluding medical care except as allowed below) of crime victims are allowable. Emergency services include, but are not limited to: <ul style="list-style-type: none"> Emergency food, shelter, clothing, and transportation; Short-term (up to 45 days) in-home care and supervision services for children and adults who remain in their own homes when the offender/caregiver is removed; Short-term (up to 45 days) nursing home, adult foster care, or group home placement for adults for whom no other safe, short-term residence is available; Window, door, and lock replacement or repair; Emergency costs of non-prescription and prescription medicine, prophylactic treatment to prevent HIV/AIDS infection, durable medical equipment (such as wheel chairs, crutches, hearing aids, eyeglasses), and other health care items are allowed when the

<p>support medical costs resulting from a victimization, except for forensic medical examinations for sexual assault victims.</p> <ul style="list-style-type: none"> • Relocation Expenses. VOCA funds cannot support relocation expenses for crime victims such as moving expenses, security deposits on housing, ongoing rent, and mortgage payments. However, VOCA funds may be used to support staff time in locating resources to assist victims with these expenses. 	<p>State's compensation program, the victim's (or in the case of a minor child, the victim's parent's or guardian's) health insurance plan, Medicaid, or other health care funding source cannot provide for these expenses within 48 hours of the crime;</p> <ul style="list-style-type: none"> • Emergency legal assistance such as filing restraining or protective orders, and obtaining emergency custody orders and visitation rights. • Manage practical problems created by the victimization; • Traditional, cultural and/or alternative therapy/healing (e.g., art therapy, yoga). • Mental health counseling and care includes out-patient therapy/counseling, including referral to substance abuse treatment, provided by a person who meets professional standards to provide these services in the jurisdiction in which the care is administered.
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Housing	
<p>ALLOWABLE</p> <p>This includes services which offer an immediate measure of safety to crime victims such as boarding-up broken windows and replacing or repairing locks.</p> <p>UNALLOWABLE</p> <p>Relocation Expenses. VOCA funds cannot support relocation expenses for crime victims such as moving expenses, security deposits on housing, ongoing rent, and mortgage payments. However, VOCA funds may be used to support staff time in locating resources to assist victims with these expenses.</p>	<p>ALLOWABLE</p> <p>Window, door, and lock replacement or repair.</p> <p>The cost of transitional housing for victims is allowable, subject to any restrictions on amount, length of time, and eligible crimes, set by the State administering agency. Generally, transitional housing is appropriate for victims of human trafficking, victims with disabilities abused by caretakers, victims of domestic violence and their dependents, and other victims who have a particular need for transitional housing, and who cannot (or should not) return to their previous housing situation due to the circumstances of their victimization. States would be allowed to use VOCA funds to support transitional housing expenses, including travel; rental assistance; first month deposit; utilities. OVC anticipates that these agencies would focus on those victims with the most need, such as victims of human trafficking, minor victims, victims with disabilities, and victims of</p>

	<p>domestic violence.</p> <p>The cost of relocation of victims is allowable, subject to any restrictions on amount, length of time, and eligible crimes, set by the State administering agency. Generally, relocation is appropriate where needed for the safety and well-being of a victim, particularly for domestic violence victims, victims of sexual assault, and victims of human trafficking. Such costs must be reasonable and may include, but are not limited to, moving expenses, security deposits on housing, rental and mortgage assistance, and utility startup.</p>
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Legal	
<p>Legal Service Agencies or Programs with Records of Serving Victims of Domestic Violence. The Program Requirements section (IV.C.5.), which lists the local public agencies eligible to receive VOCA sub grant funds, has been modified to specifically include legal service agencies or programs with a demonstrated history of advocacy on behalf of domestic violence victims, including children.</p> <p>ALLOWABLE</p> <p>Also allowable is emergency legal assistance such as filing restraining orders and obtaining emergency custody/visitation rights when such actions are directly connected to family violence cases and are taken to ensure the health and safety of the victim.</p> <p>Emergency Legal Assistance. The Program Requirements section (IV.E.1.a.), which lists the allowable services, activities, and costs at the sub recipient level, has been modified to allow sub grantees discretion in providing victims of domestic violence with legal assistance such as child custody and visitation proceedings “when such actions are directly connected to family violence cases and are taken to ensure the health and safety of the victim.” The allowable “Contracts for Professional Services” section (IV.E.2.g.) also has been modified to include assistance with emergency custody and visitation proceedings from providers with a demonstrated history of advocacy on behalf of domestic violence victims.</p>	<p>ALLOWABLE</p> <p>Emergency legal assistance such as filing restraining or protective orders, and obtaining emergency custody orders and visitation rights.</p> <p>Costs for legal assistance services are allowable where reasonable and where the need for such services arises as a direct result of the victimization.</p> <p>Legal services (including, but not limited to, those provided by pro bono legal clinics) that help victims assert their rights as victims or protect their safety, privacy, or other interests, in a criminal proceeding directly related to the victimization, are allowable. Civil legal services for victims where the need for such services arises as a direct result of the victimization are allowable. Protective and restraining orders against a stalker or abuser; campus administrative protection or stay away order proceedings; family, custody, contract, housing, and dependency matters for victims of intimate partner violence, child abuse, sexual assault, and elder abuse; immigration assistance for victims of human trafficking and domestic abuse victims; intervention with creditors, law enforcement (e.g., to obtain police reports), and other entities on behalf of victims of identity theft and financial fraud; intervention with administrative agencies, schools/colleges, tribal entities, and other circumstances where legal advice or intervention would assist in addressing the consequences of a person’s victimization.</p>

<p>UNALLOWABLE</p> <p>VOCA funds cannot be used to pay for non-emergency legal representation such as for divorces, or civil restitution recovery efforts.</p>	<p>UNALLOWABLE</p> <p>In general, legal services for divorce proceedings, alteration of child support payments, criminal defense, and tort lawsuits are not an appropriate use of VOCA funding.</p>
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Equipment and Furniture	
<p>ALLOWABLE</p> <p>VOCA funds may be used to purchase furniture and equipment that provides or enhances direct services to crime victims, as demonstrated by the VOCA sub recipient.</p> <p>VOCA funds cannot support the entire cost of an item that is not used exclusively for victim-related activities. However, VOCA funds can support a prorated share of such an item. In addition, sub recipients cannot use VOCA funds to purchase equipment for another organization or individual to perform a victim-related service. Examples of allowable costs may include beepers; typewriters and word processors; video-tape cameras and players for interviewing children; two-way mirrors; and equipment and furniture for shelters, work spaces, victim waiting rooms, and children’s play areas.</p> <p>The costs of furniture, equipment such as Braille equipment or TTY/TTD machines for the deaf, or minor building alterations/improvements that make victims services more accessible to persons with disabilities are allowable. Refer to the 2015 OJP Financial Guide, effective edition, before these types of decisions are made.</p> <p>State grantees that authorize equipment to be purchased with VOCA funds must establish policies and procedures on the acquisition and disbursement of the equipment, in the event the sub recipient no longer receives a VOCA grant. At a minimum, property records must be maintained with the following: a description of the property and a serial number or other identifying number; identification of title holder; the acquisition date; the cost and the percentage of VOCA funds supporting the purchase; the location, use, and condition of the property; and any disposition data, including the date of disposal and sale price. (See OJP Financial Guide, effective edition).</p>	<p>ALLOWABLE</p> <p><i>Equipment and furniture.</i> VOCA funds may be used to purchase furniture and equipment that facilitate the delivery of direct services to crime victims. Examples of allowable costs are telephones; Braille and TTY/TDD equipment; computers and printers; beepers; video cameras and recorders for documenting and reviewing interviews with children; two-way mirrors; colposcopes; and equipment and furniture for shelters, work spaces, victim waiting rooms, and children’s play areas. VOCA funds may support only the prorated share of an item that is not used exclusively for victim-related activities.</p> <p>Unallowable</p> <ul style="list-style-type: none"> • Furniture and equipment as a management expense. • The purchase of equipment for another organization or individual to perform a victim-related service.

Repair/Replacement	
<p>ALLOWABLE Repair and/or Replacement of Essential Items. VOCA funds may be used for repair or replacement of items that contribute to maintaining a healthy and/or safe environment for crime victims, such as a furnace in a shelter. In the event that a vehicle is purchased with VOCA funds, related items, such as routine maintenance and repair costs, and automobile insurance are allowable. State grantees are cautioned to scrutinize each request for expending VOCA funds for such purposes to ensure the following: (1) that the building or vehicle is owned by the sub recipient organization and not rented or leased, (2) all other sources of funding have been exhausted, (3) there is no available option for providing the service in another location, (4) that the cost of the repair or replacement is reasonable considering the value of the building or vehicle, and (5) The cost of the repair or replacement is prorated among all sources of income.</p> <p>UNALLOWABLE Indirect Organizational Costs. The costs of liability insurance on buildings; capital improvements; security guards and body guards; property losses and expenses; real estate purchases; mortgage payments; and construction may not be supported with VOCA funds.</p>	<p>ALLOWABLE <i>Maintenance, repair, or replacement of essential items.</i> VOCA funds may be used for maintenance, and repair or replacement of items that contribute to maintaining a healthy or safe environment for crime victims, such as a furnace in a shelter. Routine maintenance, repair costs, and automobile insurance are allowable for leased vehicles. State administering agencies shall review each sub-recipient request to ensure that other sources of funding are not available, and that the cost of maintenance, repair, or replacement is reasonable.</p> <p>UNALLOWABLE Capital improvements, liability insurance on buildings; body guards; property losses and expenses; real estate purchases; mortgage payments; and construction, except as allowable under § 94.117(a)(1) or § 94.119.</p>
Training	
<p>ALLOWABLE a. Skills training for Staff. VOCA funds designated for training are to be used exclusively for developing the skills of direct service providers including paid staff and volunteers, so that they are better able to offer quality services to crime victims. An example of skills development is training focused on how to respond to a victim in crisis. VOCA funds can be used for training both VOCA-funded and non-VOCA-funded service providers who work within a VOCA recipient organization, but VOCA funds cannot be used for management and</p>	<p>ALLOWABLE Skills training for staff. VOCA funds designated for skills training shall be used exclusively for developing the skills of direct service providers, including paid staff and volunteers, so that they are better able to offer quality services to crime victims. These VOCA funds may be used for training both VOCA-funded and non-VOCA-funded service providers who work within a VOCA recipient organization. VOCA funds may be used to pay for manuals, books, video conferencing, and other materials and training methods. <i>Training-related travel.</i> VOCA funds may support</p>

<p>administrative training for executive directors, board members, and other individuals that do not provide direct services.</p> <p>b. Training Materials. VOCA funds can be used to purchase materials such as books, training manuals, and videos for direct service providers, within the VOCA-funded organization, and can support the costs of a trainer for in-service staff development. Staff from other organizations can attend in-service training activities that are held for the sub recipient's staff.</p> <p>c. Training Related Travel. VOCA funds can support costs such as travel, meals, lodging, and registration fees to attend training within the state or a similar geographic area. This limitation encourages state grantees and sub recipients to first look for available training within their immediate geographical area, as travel costs will be minimal. However, when needed training is unavailable within the immediate geographical area, state grantees may authorize using VOCA funds to support training outside of the geographical area. For example, VOCA grantees may benefit by attending national conferences that offer skills building training workshops for victim assistance providers.</p> <p>UNALLOWABLE</p> <p>Costs of sending individual crime victims to conferences.</p>	<p>costs such as travel, meals, lodging, and registration fees for VOCA-funded direct service staff in a VOCA sub-recipient organization. These expenses may be funded for training in-State, regionally, and nationally.</p> <p><i>Court Appointed Special Advocates (CASA) and other similar volunteer trainings.</i> VOCA direct service funds may be used to provide instruction to CASA volunteers on how to be an advocate. VOCA funds may also be used to instruct volunteers on how to provide direct services when such services will be provided predominantly by volunteers.</p>
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Technology	
<p>ALLOWABLE</p> <p>At times, computers may increase a sub recipient's ability to reach and serve crime victims. For example, automated victim notification systems have dramatically improved the efficiency of victim notification and enhanced victim security.</p> <p>In order to receive a grant for advanced technologies, each sub recipient must meet the program eligibility requirements set forth in section IV.B. Of the Guidelines, Sub recipient Organization Eligibility Requirements. In making such expenditures, VOCA sub recipients must describe to the state how the computer equipment will enhance services to crime victims; how it will be integrated into and/or enhance the sub recipient's</p>	<p>ALLOWABLE</p> <p>VOCA funds may be used for automated systems and technology that support delivery of direct services to victims. Examples are automated information and referral systems, e-mail systems that allow communications among victim service providers, automated case-tracking and management systems, and victim notification systems. Costs may include personnel, hardware, and other expenses, as determined by the State administering agency.</p>

current system; the cost of installation; the cost of training staff to use the computer equipment; the ongoing operational costs, such as maintenance agreements, supplies; and how these additional costs will be supported. Property insurance is an allowable expense as long as VOCA funds support a prorated share of the cost of the insurance payments.	
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Companion Animals for Shelter and/or Court Dog	
OVC supports the use of animals in shelters, court and in therapeutic setting for victims of crime. The following are guidelines when considering the use of animals in shelter and/or court. Organizations proposing the use of animals in a project may be done differently depending on the community.	
Contract. Contract with a companion dog organization is the easiest approach as the sub-grantee most likely will pay a flat fee for each day that the animal was used similar to how an organization may budget for a therapist. The contract should include the costs associated with the animal's care (food, vet care, etc.). In some instances the animal and the therapist working directly with a victim could be funded together.	
<u>ALLOWABLE COSTS:</u> <ul style="list-style-type: none"> • Initial cost of dog • Training for dog • Training for advocate working with dog • Transportation of dog to/from courthouse (or at any other appointments involving victim) • Liability insurance for dog • Miscellaneous dog items (harness, leash, etc.) • Grooming Unallowable costs: <ul style="list-style-type: none"> • Vet bills • Food 	
Costs should be prorated among other funding sources as appropriate.	

Miscellaneous	
	ALLOWABLE Traditional/Alternative Healing
UNALLOWABLE Coordination Efforts: Cannot be supported with VOCA funds.	ALLOWABLE Coordination of Activities: Activities that facilitate provision of direct services (crisis response teams, coordination of victim notification systems) can be supported by salaries/personnel benefits of VOCA funded staff.
	ALLOWABLE Activities that support coordinated /comprehensive response to crime victims: serving on MDTs, victims of federal crimes, participation on task forces/committees to develop protocols, interagency agreements.

UNALLOWABLE Needs Assessments, surveys evaluations, studies cannot be supported with VOCA funds.	ALLOWABLE Project evaluations: support evaluations of specific victims service projects.
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B. UNALLOWABLE COSTS AND ACTIVITIES

The following services, activities, and costs, although not exhaustive, cannot be supported with VOCA victim assistance grant funds:

a. Lobbying and Administrative Advocacy

VOCA funds cannot support victim legislation or administrative reform, whether conducted directly or indirectly.

b. Perpetrator Rehabilitation and Counseling

Grantees cannot knowingly use VOCA funds to offer rehabilitative services to offenders. Likewise, VOCA funds cannot support services to incarcerated individuals, even when the service pertains to the victimization of that individual.

c. Needs Assessments, Surveys, Evaluations, and Studies

VOCA program funds may not be used to pay for efforts conducted by individuals, organizations, task forces, or special commissions to study and/or research particular crime victim issues.

d. Prosecution Activities

VOCA funds cannot be used to pay for activities that are directed at prosecuting an offender and/or improving the criminal justice system's effectiveness and efficiency, such as witness notification and management activities and expert testimony at a trial. In addition, victim witness protection costs and subsequent lodging and meal expenses are considered part of the criminal justice agency's responsibility and cannot be supported with VOCA funds.

e. Fundraising activities

f. Indirect Organizational Costs

The costs of liability insurance on buildings; capital improvements; security guards and body guards; property losses and expenses; real estate purchases; mortgage payments; and construction may not be supported with VOCA funds.

g. Property Loss

Reimbursing crime victims for expenses incurred as a result of a crime such as insurance deductibles, replacement of stolen property, funeral expenses, lost wages, and medical bills is not allowed.

h. Most Medical Costs

VOCA funds cannot pay for nursing home care (emergency short-term nursing home shelter is allowable), home health-care costs, in-patient treatment costs, hospital care, and other types of emergency and non-emergency medical and/or dental treatment. VOCA victim assistance grant

funds cannot support medical costs resulting from victimization, except for forensic medical examinations for sexual assault victims.

i. Relocation Expenses

VOCA funds cannot support relocation expenses for crime victims such as moving expenses, security deposits on housing, ongoing rent, and mortgage payments. However, VOCA funds may be used to support staff time in locating resources to assist victims with these expenses.

j. Administrative Staff Expenses

Salaries, fees, and reimbursable expenses associated with administrators, board members, executive directors, consultants, coordinators, and other individuals unless these expenses are incurred while providing direct services to crime victims.

k. Development of Protocols, Interagency Agreements, and Other Working Agreements

These activities benefit crime victims, but they are considered examples of the types of activities that grantees undertake as part of their role as a victim services organization, which in turn qualifies them as an eligible VOCA grantee.

l. Costs of Sending Individual Crime Victims to Conferences.

m. Crime Prevention Activities.

n. Most Food and Refreshments.

Section X: Monitoring, Reporting & Financial Requirements

A. GRANT MONITORING

CVSD will monitor each sub-grantee receiving VOCA funding. The objective of monitoring is to ensure that the sub-grantee is: a) providing services as described in this RFA; b) spending grant funds as agreed; c) working towards funding objectives; and d) following appropriate fiscal procedures. Monitoring includes telephone and on-site visits intended to provide technical assistance and support program development. During desk reviews and on-site visits, DOJ staff will review all financial records and other supporting documentation for costs and expenditures related to CVSD administered grants.

B. AWARD CONDITIONS

Conditional Awards

- 1. Timely Completion of Grant Award Documents:** All grant awards are made conditional upon the timely completion of grant award documents. Funds are not considered obligated and will not be transferred until all required grant award documents have been signed by an applicant and by the CVSD designee. If grant award documents are not completed by an applicant within three months of the notice to the applicant of the intended award, CVSD may withdraw the award and has the authority to reallocate the funds that were conditionally awarded to the applicant.
- 2. Other Conditions:** All grant agreements issued by CVSD include conditions that must be satisfied by both parties to the agreement. In addition, CVSD may include additional conditions when circumstances exist that require a further showing of applicant's ability to successfully manage an award. For example, an award may be made conditionally if the grantee is not current in reporting for any previous grant award; has fewer than two full years of operational history in providing services to victims of crime; has not fully demonstrated the ability to successfully manage any previous CVSD awards; or has not demonstrated stability as required by this RFA. Examples of such additional conditions may include, but are not limited to a requirement of more frequent reporting to assure timeliness and accuracy or additional reports to document that grantee is successfully addressing an area of concern.

If one or more of these conditions exist, the applicant will be notified if a conditional award has been approved. The notice shall specify the conditions to be satisfied by the applicant and the date by which the conditions must be satisfied. When additional conditions are included in a Grant Agreement, Grantee's failure to satisfy those conditions shall be governed by the default and termination provisions included in the Grant Agreement.

C. PAYMENT OF AWARDS

VOCA grant award payments are made on a reimbursement basis, meaning that grant funds are paid to grantee agencies after expenditures have been made. Payments to grantees are made when CVSD receives a Quarterly Financial Report form and all required accompanying reports. Sample language as to the payment of VOCA awards and the conditions precedent to payment are included in the sample CVSD VOCA Grant Agreement which can be viewed on the CVSD website.

As stated in the sample Grant Agreement, all payments are contingent upon funds being appropriated and available for distribution.

D. UNEXPENDED GRANT FUNDS

The VOCA grant Agreement provides that grant funds not expended within the grant term shall be deobligated and returned to CVSD. To the extent practicable and within its discretion CVSD will reobligate such funds based on the allocation formula, taking into consideration factors including: the amount of funds deobligated; the timing of the deobligation; and the alternatives for reobligating the funds. **To avoid deobligation of grant funds, applicants should consider redirecting funds in a timely manner** as directed in the most recent version of the VOCA Grant Management Handbook.

E. REPORTING REQUIREMENTS

In addition to the conditions specified in the preceding section (“Award Conditions”) and as a condition of receiving a VOCA grant, recipients must adhere to the financial guidelines set forth in the fund specific CVSD Grant Agreement, a sample of which is available on the CVSD website.

All CVSD grant agreements provide that grantees who fail to meet any of the reporting requirements included in this section (financial, narrative and/or statistical) shall be considered to be in default under the agreement. In such a case, CVSD has the right to terminate the grant. Please see Section 6 (“Termination and Default”) of the CVSD Grant Agreement for additional information.

Reporting for this application will be done through the CVSD E-Grants system and as appropriate in the new OVC PMT online system. See the reporting schedule at the end of this section. Details on reporting in the OVC PMT online system will be provided once CVSD receives further clarification.

1. Financial Reporting

CVSD operates funding for the VOCA Grant Program on a reimbursement basis. Payments to grantees are made when CVSD receives a Quarterly Financial Report (QFR) form, as described in the sample CVSD Grant Agreement. The QFRs that are due by October 31st must be accompanied by the required annual report in order for payment to be made. CVSD Common

Outcome Measures Quarterly Reports must also be submitted in order for payment to be made.

2. Narrative Reporting Requirements

Narrative reports will be submitted annually both in the new OVC Performance Measures (OVC PMT) online system and in a Progress Report through E-grants. See required reporting dates below.

Applicants that receive funding under this award must provide data that measure the results of their work. Performance measures are not requested in the application but the questions below are provided as an alert to annual reporting requirements. Consider taking some time to look at how your agency will track this required reporting

a. Federal Report Questions

1. Please discuss the major issues in your program/organization that either assist or prevent victims from receiving assistance during the reporting period.
2. Please describe ways that your agency promoted the coordination of public and private efforts within the community to help crime victims during the reporting period.
3. Please describe any notable activities at the grantee level during the reporting period that improved delivery of victim services.
4. Please discuss each priority (i.e., child abuse, domestic assault, sexual assault, and underserved) in which VOCA funds have been used to assist crime victims during the reporting period (e.g., using case histories or other descriptions; case histories or other materials may be submitted with upload of report in to GMS).
5. Please briefly describe efforts taken to serve Victims of Federal crime during the reporting period.
6. Please identify any emerging issues or notable trends affecting crime victim services in your service area during the reporting period.
7. Please briefly outline any staffing retention issues that your victim assistance program has and why these issues may occur during the reporting period (e.g., high turnover due to insufficient salary, insufficient benefits, and heavy workload).
8. Please explain the methods your program/organization utilizes to publicize its victim assistance funding for services to victims of crime during the reporting period.
9. Please explain how your program/organization is able to direct funding to new/underserved populations during the reporting period.
10. Please explain how your program is able to respond to gaps in services during the reporting period.

b. CVSD Report Questions

Emergency Services

1. Number of victims served.
2. Describe how the funds were used to support victims. (food, change locks, etc.)

Training

1. Training Attended.

- a. Title of training.
- b. What did you learn from the training that is of significance to your work and how have

you applied it?
2. Training Provided. If the funds were used to facilitate or provide a training <ul style="list-style-type: none">a. Title of training provided.b. Number of victim service providers trained and their position.c. What worked well about this training?d. What could have been improved about this training?e. What feedback did you receive from those in attendance?
<u>Technology/ Repair and Maintenance of Essential Items</u> <ul style="list-style-type: none">a. List the Equipment/item purchased and how many, if applicable.b. Recipients receiving funding under this category will be asked if the property records are maintained according to federal and state guidelines. See the Procurement Guidance in this document for detailed information.
<u>Other Projects</u> <p>Numerous types of project will be submitted under this category. Fund Coordinators will work individually with recipients to develop specific report requirements.</p>

3. Statistical Reporting Requirements

CVSD's Grant Agreement requires that sub-recipients report statistical data on a quarterly basis. Details on reporting in the OVC PMT online system for this RFA will be provided once CVSD receives further clarification.

All statistical data must be as accurate as possible. Therefore, grantees must be able to distinguish between new and ongoing clients, on at least a monthly basis, to make collection for the correct reporting period easier. It is essential that the proper data be collected and reported; such data will be used to comply with both state and federal requirements.

Sub-grantees must carefully consider who their VOCA grant clients are in order to accurately collect and report relevant data. In general, clients are "identifiable individuals who receive direct services by the staff resources reflected in the VOCA grant budget." The following should be taken into account when determining how to collect VOCA statistics:

- Contacting the public individually, in groups, in person or otherwise, with information about the availability of services may be an important outreach activity, but does not constitute the actual provision of direct services; persons so contacted are not clients unless they actually receive the direct services offered through the VOCA grant; and
- Clients must be individually identifiable in order to ensure that data is unduplicated and to collect the necessary civil rights compliance information. The only exception is "Number of Phone Contacts."

See the most recent version of the VOCA Grant Management Handbook for additional information on statistics and narrative reporting.

4. Reporting on CVSD Common Outcome Measures

No CVSD Common Outcome measures will be reported under this RFA. All Common Outcome reporting will be done through the “regular” non-competitive application.

All reports will be submitted electronically through the CVSD E-Grants system according to the following schedule:

Reporting Period	Quarterly Financial-Egrants Quarterly Statistics-OVC/PMT Reports Due	Annual Narrative Progress-Egrants Reports Due
October 1 – December 31	January 31	NA
January 1 – March 31	April 30	NA
April 1 – June 30	July 20	NA
July 1 – September 30	October 31	October 31

5. Maintain Civil Rights Information

Upon award, each sub-grantee is required to maintain statutorily required civil rights statistics on victims’ services by race, national origin, sex, age, and disability. This requirement is waived when the sub-grantee is providing a service such as crisis line where soliciting the information may be inappropriate or offensive to the crime victim. Civil rights statistics must be included in the quarterly statistical reports submitted in the OVC PMT Sub grantee quarterly report.

APPENDICES

Appendix A 2016-2017 One Time Program Allocations by
Organization
Appendix B Project Examples

Appendix A

2016-2017 VOCA One-Time Only Grant Allocations

Agency	Emergency Services	Training	Technology & Repair/ Replacement	Other	Total
ABC House	\$7,625.00	\$7,625.00	\$28,000.00	\$22,750.00	\$66,000.00
Baker County District Attorney	\$3,650.00	\$3,650.00	\$12,250.00	\$12,250.00	\$31,800.00
Battered Person's Advocacy	\$6,300.00	\$6,300.00	\$22,750.00	\$19,250.00	\$54,600.00
Bay Area Hospital	\$4,975.00	\$4,975.00	\$17,500.00	\$15,750.00	\$43,200.00
Benton County District Attorney	\$6,300.00	\$6,300.00	\$22,750.00	\$19,250.00	\$54,600.00
Bradley-Angle House	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Canyon Crisis and Resource Center	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
CARES Northwest	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Catholic Charities – El Programa Hispano	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Center Against Rape and Domestic Violence	\$7,625.00	\$7,625.00	\$28,000.00	\$22,750.00	\$66,000.00
Center for Hope and Safety	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
City of Eugene	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
City of Hillsboro	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Clackamas County District Attorney	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Clackamas Women's Services	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Clatsop County District Attorney	\$4,975.00	\$4,975.00	\$17,500.00	\$15,750.00	\$43,200.00
Columbia County Child Assessment Center	\$4,975.00	\$4,975.00	\$17,500.00	\$15,750.00	\$43,200.00
Columbia County District Attorney	\$4,975.00	\$4,975.00	\$17,500.00	\$15,750.00	\$43,200.00
Columbia Gorge CAC	\$3,650.00	\$3,650.00	\$12,250.00	\$12,250.00	\$31,800.00
Community Works, Inc.	\$7,625.00	\$7,625.00	\$28,000.00	\$22,750.00	\$66,000.00
Confederated Tribes of Coos, Lower Umpqua & Siuslaw Indians	\$1,000.00	\$1,000.00	\$1,750.00	\$5,250.00	\$9,000.00
Confederated Tribes of Siletz Indians	\$1,000.00	\$1,000.00	\$1,750.00	\$5,250.00	\$9,000.00
Confederated Tribes of the Grand Ronde Community of Oregon	\$1,000.00	\$1,000.00	\$1,750.00	\$5,250.00	\$9,000.00
Confederated Tribes of the Umatilla Indian Reservation	\$1,000.00	\$1,000.00	\$1,750.00	\$5,250.00	\$9,000.00
Confederated Tribes of the Warm Spring Reservation of Oregon	\$1,000.00	\$1,000.00	\$1,750.00	\$5,250.00	\$9,000.00
Coos County District Attorney	\$4,975.00	\$4,975.00	\$17,500.00	\$15,750.00	\$43,200.00
Coquille Indian Tribe	\$1,000.00	\$1,000.00	\$1,750.00	\$5,250.00	\$9,000.00
Cow Creek Band of Umpqua Tribe of Indians	\$1,000.00	\$1,000.00	\$1,750.00	\$5,250.00	\$9,000.00
Crook County District Attorney	\$3,650.00	\$3,650.00	\$12,250.00	\$12,250.00	\$31,800.00
Curry County CAC	\$3,650.00	\$3,650.00	\$12,250.00	\$12,250.00	\$31,800.00

Agency	Emergency Services	Training	Technology & Repair/ Replacement	Other	Total
Curry County District Attorney	\$3,650.00	\$3,650.00	\$12,250.00	\$12,250.00	\$31,800.00
Deschutes County District Attorney	\$7,625.00	\$7,625.00	\$28,000.00	\$22,750.00	\$66,000.00
Domestic Violence Resource Center, Inc.	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Domestic Violence Services, Inc	\$6,300.00	\$6,300.00	\$22,750.00	\$19,250.00	\$54,600.00
Douglas CARES	\$6,300.00	\$6,300.00	\$22,750.00	\$19,250.00	\$54,600.00
Douglas County District Attorney	\$6,300.00	\$6,300.00	\$22,750.00	\$19,250.00	\$54,600.00
Dougy Center Inc.	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Ecumenical Ministries of Oregon/Russian Oregon Social Services	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Elders in Action	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Friends of the Child Advocacy Center	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Gilliam County District Attorney	\$1,000.00	\$1,000.00	\$1,750.00	\$5,250.00	\$9,000.00
Governmental Departments of the Burns Paiute Tribe	\$1,000.00	\$1,000.00	\$1,750.00	\$5,250.00	\$9,000.00
Grant County District Attorney	\$2,325.00	\$2,325.00	\$7,000.00	\$8,750.00	\$20,400.00
Guardian Care Center	\$6,300.00	\$6,300.00	\$22,750.00	\$19,250.00	\$54,600.00
Harney County District Attorney	\$2,325.00	\$2,325.00	\$7,000.00	\$8,750.00	\$20,400.00
Harney Helping Organization for Personal Emergencies	\$2,325.00	\$2,325.00	\$7,000.00	\$8,750.00	\$20,400.00
HAVEN from Domestic Violence	\$3,650.00	\$3,650.00	\$12,250.00	\$12,250.00	\$31,800.00
Heart of Grant County	\$2,325.00	\$2,325.00	\$7,000.00	\$8,750.00	\$20,400.00
Helping Hands Against Violence	\$3,650.00	\$3,650.00	\$12,250.00	\$12,250.00	\$31,800.00
Henderson House Family Crisis Shelter	\$6,300.00	\$6,300.00	\$22,750.00	\$19,250.00	\$54,600.00
Hood River County District Attorney	\$3,650.00	\$3,650.00	\$12,250.00	\$12,250.00	\$31,800.00
Illinois Valley Safe House Alliance	\$6,300.00	\$6,300.00	\$22,750.00	\$19,250.00	\$54,600.00
Immigrant and Refugee Community Organization	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Impact NW	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Jackson County Child Abuse Task Force	\$7,625.00	\$7,625.00	\$28,000.00	\$22,750.00	\$66,000.00
Jackson County District Attorney	\$7,625.00	\$7,625.00	\$28,000.00	\$22,750.00	\$66,000.00
Jackson County Sexual Assault Response Team	\$7,625.00	\$7,625.00	\$28,000.00	\$22,750.00	\$66,000.00
Janus Youth Programs	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Jefferson County District Attorney	\$3,650.00	\$3,650.00	\$12,250.00	\$12,250.00	\$31,800.00
Josephine County CAC	\$6,300.00	\$6,300.00	\$22,750.00	\$19,250.00	\$54,600.00
Josephine County District Attorney	\$6,300.00	\$6,300.00	\$22,750.00	\$19,250.00	\$54,600.00
Juliette's House	\$6,300.00	\$6,300.00	\$22,750.00	\$19,250.00	\$54,600.00
Kids Intervention and Diagnostic Center	\$7,625.00	\$7,625.00	\$28,000.00	\$22,750.00	\$66,000.00
Klamath County District Attorney	\$4,975.00	\$4,975.00	\$17,500.00	\$15,750.00	\$43,200.00

Agency	Emergency Services	Training	Technology & Repair/ Replacement	Other	Total
Klamath Crisis Center	\$4,975.00	\$4,975.00	\$17,500.00	\$15,750.00	\$43,200.00
Klamath Tribes	\$1,000.00	\$1,000.00	\$1,750.00	\$5,250.00	\$9,000.00
Klamath-Lake CARES	\$4,975.00	\$4,975.00	\$17,500.00	\$15,750.00	\$43,200.00
Lake County Crisis Center	\$2,325.00	\$2,325.00	\$7,000.00	\$8,750.00	\$20,400.00
Lake County District Attorney	\$2,325.00	\$2,325.00	\$7,000.00	\$8,750.00	\$20,400.00
Lane County District Attorney	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Lane County Legal Aid and Advocacy Center	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Legal Aid Services of Oregon	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Liberty House	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Lighthouse for Kids	\$4,975.00	\$4,975.00	\$17,500.00	\$15,750.00	\$43,200.00
Lincoln County Children's Advocacy Center	\$4,975.00	\$4,975.00	\$17,500.00	\$15,750.00	\$43,200.00
Lincoln County District Attorney	\$4,975.00	\$4,975.00	\$17,500.00	\$15,750.00	\$43,200.00
Linn County District Attorney	\$7,625.00	\$7,625.00	\$28,000.00	\$22,750.00	\$66,000.00
Malheur County District Attorney	\$4,975.00	\$4,975.00	\$17,500.00	\$15,750.00	\$43,200.00
Marion County District Attorney	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
MayDay, Inc.	\$3,650.00	\$3,650.00	\$12,250.00	\$12,250.00	\$31,800.00
Morrow County District Attorney	\$3,650.00	\$3,650.00	\$12,250.00	\$12,250.00	\$31,800.00
Mt. Emily Safe Center	\$3,650.00	\$3,650.00	\$12,250.00	\$12,250.00	\$31,800.00
Multnomah County District Attorney	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
My Sister's Place	\$4,975.00	\$4,975.00	\$17,500.00	\$15,750.00	\$43,200.00
Native American Youth and Family Center	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
New Beginnings Intervention Center	\$2,325.00	\$2,325.00	\$7,000.00	\$8,750.00	\$20,400.00
Next Door, Inc.	\$3,650.00	\$3,650.00	\$12,250.00	\$12,250.00	\$31,800.00
Northwest Human Services, Inc.	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
OASIS Shelter Home, Inc.	\$3,650.00	\$3,650.00	\$12,250.00	\$12,250.00	\$31,800.00
Old Mill Center	\$6,300.00	\$6,300.00	\$22,750.00	\$19,250.00	\$54,600.00
Oregon Crime Victims' Law Center	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Oregon Law Center	\$4,975.00	\$4,975.00	\$17,500.00	\$15,750.00	\$43,200.00
Parents of Murdered Children	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Polk County District Attorney	\$6,300.00	\$6,300.00	\$22,750.00	\$19,250.00	\$54,600.00
Portland Police Bureau	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Portland Women's Crisis Line	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Project DART (HASL)	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Project DOVE	\$4,975.00	\$4,975.00	\$17,500.00	\$15,750.00	\$43,200.00
Raphael House of Portland	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Relief Nursery, Inc.	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00

Agency	Emergency Services	Training	Technology & Repair/ Replacement	Other	Total
Sable House	\$6,300.00	\$6,300.00	\$22,750.00	\$19,250.00	\$54,600.00
Safe Harbors	\$2,325.00	\$2,325.00	\$7,000.00	\$8,750.00	\$20,400.00
SAFE of Columbia County	\$4,975.00	\$4,975.00	\$17,500.00	\$15,750.00	\$43,200.00
Salem Police Department	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Salvation Army	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Saving Grace	\$7,625.00	\$7,625.00	\$28,000.00	\$22,750.00	\$66,000.00
Self Enhancement Inc.	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Sexual Assault Resource Center	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Sexual Assault Support Services	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Shelter from the Storm	\$3,650.00	\$3,650.00	\$12,250.00	\$12,250.00	\$31,800.00
Sherman County District Attorney	\$1,000.00	\$1,000.00	\$1,750.00	\$5,250.00	\$9,000.00
Siuslaw Outreach Services	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
The Children's Center	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
The Harbor	\$4,975.00	\$4,975.00	\$17,500.00	\$15,750.00	\$43,200.00
Tillamook County District Attorney	\$3,650.00	\$3,650.00	\$12,250.00	\$12,250.00	\$31,800.00
Tillamook County Women's Resource Center	\$3,650.00	\$3,650.00	\$12,250.00	\$12,250.00	\$31,800.00
Umatilla County District Attorney	\$6,300.00	\$6,300.00	\$22,750.00	\$19,250.00	\$54,600.00
Union County District Attorney	\$3,650.00	\$3,650.00	\$12,250.00	\$12,250.00	\$31,800.00
University of Oregon	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Volunteers of America – Home Free	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Wallowa County District Attorney	\$2,325.00	\$2,325.00	\$7,000.00	\$8,750.00	\$20,400.00
Wasco County District Attorney	\$3,650.00	\$3,650.00	\$12,250.00	\$12,250.00	\$31,800.00
Washington County District Attorney	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Washington County Sheriff's Office	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Wheeler County District Attorney	\$1,000.00	\$1,000.00	\$1,750.00	\$5,250.00	\$9,000.00
Women's Crisis Support Team	\$6,300.00	\$6,300.00	\$22,750.00	\$19,250.00	\$54,600.00
Women's Safety and Resource Center	\$4,975.00	\$4,975.00	\$17,500.00	\$15,750.00	\$43,200.00
Womenspace, Inc.	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00
Yamhill County District Attorney	\$6,300.00	\$6,300.00	\$22,750.00	\$19,250.00	\$54,600.00
YWCA of Greater Portland	\$8,950.00	\$8,950.00	\$33,250.00	\$26,250.00	\$77,400.00

2016-2017 ONE-TIME VOCA FUNDING

Examples of Eligible Projects

All projects must be (1) for one-time nonrecurring costs; (2) support the expansion or enhancement of delivery of direct services to crime victims; and (3) to ensure the health and safety of victims. Applicants must be able to demonstrate how these one-time expenditures will support the expansion or enhancement of the delivery of direct services to crime victims. VOCA funds may support only the prorated share of an item that is not used exclusively for victim-related activities. If an item is not used exclusively for VOCA eligible victim services, you may apply only for the prorated items that serve crime victims. For example: if 20% of clients served by a shelter program are homeless and not VOCA eligible crime victims, then the program could only request 80% of the cost to replace a shelter furnace.

The following is in no way a comprehensive list of possible projects/activities and services. If you have any questions regarding if a project may or may not be eligible under VOCA and this RFA, please consult with your CVSD Fund Coordinator.

Equipment & Technology

(Prorated share of an item that is not used exclusively for victim-related activities; may support monthly maintenance/service fees, but only for the duration of the grant period)

- Telephone systems/Cell phones
- Braille, TTY/TDD Equipment, or other auxiliary aids for deaf and hard of hearing clients (Computer equipped with webcam & relay service for working with deaf & hard of hearing individuals may be preferred over TTY, but TTY is still needed for some individuals.)
- Computers & tablets
- Printers and copiers
- Automated Systems and Technology:
 - Automated information and referral systems
 - E-mail systems that allow communications among victim service providers
 - Automated case-tracking and management systems (customizing databases to fit agency needs and new VOCA statistical-tracking requirements)
 - Victim notification systems
 - Encryption
 - Technology that links satellite or remote staff or offices
 - Network
 - Wi-Fi capability costs
 - Server
- Computer software
- Computer back-up system
- Security System (equipment and installation)

- Service contracts and maintenance fees during the grant period of 1 year (if a longer service contract is purchased, pro-rate a one-year portion for the budget)
- Website (prorated to exclude ineligible activities such as fundraising, lobbying, etc.)
- Labor costs involved in setting up technology and training
- Forensic Interviewing Equipment - but only when the results of the interview are used to identify needs of victims in addition to the investigation process utilized by law enforcement and prosecution. It must be used in MDT setting or specialized setting such as a CAC, and completed by a trained forensic interviewer (i.e. video and recording software, two-way mirrors)
- Medical Equipment (Colposcopes)

Furniture

(Prorated share of an item that is not used exclusively for victim-related activities)

- Shelter furniture
- Children's play area furniture
- Work space furniture
- Waiting area furniture

Physical Improvements

(Prorated share of an item that is not used exclusively for victim-related activities; only expenses that are not eligible for insurance claim purposes are allowable)

- ADA Compliance (renovations to enable compliance and access, such as wheelchair lift, ramp, etc.)
- Maintenance or replacement or repair of essential items
Equipment repair or replacement (i.e. Shelter furnace, boiler)
- Window, door, lock replacement or repair (energy efficiency is not an allowable justification)
- Area/facility to shelter companion animals ("pets") of shelter clients

Outreach Materials

(Prorated share of an item that is not used exclusively for victim-related activities)

- Public awareness and education presentations that are made in schools, community centers, and other public forums, and that are designed to inform crime victims of specific rights and services and provide or refer to needed services and assistance
- Development and production of materials (publications)
- Brochures that describe available services

Contracts for Professional Services

(Prorated share of an item that is not used exclusively for victim-related activities)

- Language translation of materials and websites (prorated to exclude ineligible activities such as fundraising, lobbying, etc.)
- Development of materials for underserved victims (i.e. needs of LGBTQ victims; intersection of human trafficking and DV; services available for incarcerated victims)

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- Development of databases for client services
- Trainers

Training

(Prorated share of an item that is not used exclusively for victim-related activities)

- Skills training for staff and training-related travel
- Training for therapy animals or Courthouse dogs

Discussion Item

Appointments

- [Staff Memo](#)
- [Wasco County Forest Collaborative Group](#)
[Steering Committee](#)
 - [Ron Schneider Application](#)
 - [Order 16-006 Appointing Ron Schneider](#)
- [Hospital Facility Authority Board](#)
 - [William Marick Application](#)
 - [Order 16-007 Appointing William Marick](#)
- [VSAC](#)
 - [Robert Wallace Application](#)
 - [Order 16-008 Appointing Robert Maxwell](#)
- [MCCOG](#)
 - [Russ Brown Resignation](#)
 - [Steve Lawrence Letter of Interest](#)
 - [Order 16-011 Appointing Steve Lawrence to](#)
[MCCOG Board of Directors](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: APPOINTMENTS
DATE: 2/16/2016

BACKGROUND INFORMATION

WASCO COUNTY FOREST COLLABORATIVE APPOINTMENT – The Wasco County Forest Collaborative Group, led by a Steering Committee, was established by Charter in 2015 with the following representation requirements for the Steering Committee:

- Forest Products Industry
- Environmental
- Community Wildfire Protection
- Watershed and Water Resources
- Local Government
- State and Federal Agencies
- Recreation and Tourism
- Private Landowners
- Tribal
- Researcher
- At Large

All but the Forest Products Industry member were identified and appointment in September, 2015. The Group has since been able to recruit Ron Schneider, a member of the Forest Products Industry, to serve on the Steering Committee – his application and proposed order of appointment are included in the packet

HOSPITAL FACILITY AUTHORITY BOARD OF WASCO COUNTY (HFAB) – ORS 441.525-441.595 provides the authority and guidance for counties and cities to create a public Hospital Facility Authority in order to provide access to adequate medical care and hospital facilities with the power to issue bonds and other obligations for the provision of hospital facilities. Wasco County established such an authority decades ago.

ORS 441.535 (2)(b) establishes that the number of directors of the authority shall be not less than five nor more than eleven. Wasco County's HFAB currently has six appointed directors. Established

practice is to have an odd number of members to avoid costly delays created by voting deadlocks. William Marick has been recruited and expressed his interest and willingness to serve his community on Wasco County's HFAB. His application and proposed order of appointment are included in the packet.

WASCO COUNTY VETERANS SERVICES ADVISORY COMMITTEE (VSAC) – Wasco County's VSAC was established in 2010 (originally named the Wasco/Hood River County Veterans Services Advisory Committee). New bylaws, adopted in 2014, establish that the VSAC shall consist of seven members appointed by the Board of County Commissioners with the recommendation of the Committee.

As a result of Jennifer Borne's resignation and the untimely passing of Jim Burres, the Committee has two vacancies; we have received one application to fill those vacancies. The Committee supports the appointment of that applicant, Robert Maxwell, to serve on Wasco County's Veterans Services Advisory Committee. His application and proposed order of appointment are included in the packet.

MID-COLUMBIA COUNCIL OF GOVERNMENTS CITIES REPRESENTATIVE – On February 16, 2016, I received a resignation from Russ Brown, current Wasco County cities representative to the MCCOG Board. Mayor Steve Lawrence has volunteered to step in to complete Mr. Brown's term.

INFORMATION AND QUALIFICATION FORM

Wasco County Forest Collaborative Group Steering Committee VOLUNTEER POSITIONS

BACKGROUND

The Wasco County Forest Collaborative Group represents a broad constituency of stakeholders interested in healthy forest ecosystems, economic vitality and quality of life in the wildland urban interface with Wasco County. We provide the US Forest Service (USFS) with proposals for management of National Forest (NF) lands, and we support the utilization of forest resources and related opportunities to strengthen local communities.

The interest groups represented on the Steering Committee and the numbers of seats that will be available to each group are listed below. Please indicate to which group(s) you belong:

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> Forest Products Industry | 1 | <input type="checkbox"/> State Agencies | 1 |
| <input type="checkbox"/> Environmental | 1 | <input type="checkbox"/> Recreation & Tourism | 1 |
| <input type="checkbox"/> Community Wildfire Protection | 1 | <input type="checkbox"/> Private Landowners | 1 |
| <input type="checkbox"/> Watershed & Water Resources | 1 | <input type="checkbox"/> Tribal | 1 |
| <input type="checkbox"/> Local Government | 1 | <input type="checkbox"/> At Large | 2 |

APPLICATION

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

Name: Ron W. Schneider, Vice Pres. High Cascade, Inc.

Address: [REDACTED]

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

E-mail address: [REDACTED]

Signature: Ron W. Schneider

Date: 2/8/2016

Number of years as a Wasco County resident: N/A

Your objectives/goals? Desired contributions and accomplishments? _____

My objective is to educate other Collaborative Members of the economic importance of harvesting timber on the Mt. Hood N.F.

Approximate hours/month available for this commitment? 6-8

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Comments: _____

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

Portland State University Date(s): [REDACTED]

_____ Date(s): _____

_____ Date(s): _____

_____ Date(s): _____

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

High Cascade, Inc. - Timber (V.P.) Date(s): [REDACTED]

WKO, Inc. - Controller Date(s): [REDACTED]

Magginnis & Carey - CPA Date(s): [REDACTED]

_____ Date(s): _____

Vocational/professional licenses, awards, recognition, etc.

Certified Public Accountant Date(s): [REDACTED]

_____ Date(s): _____

_____ Date(s): _____

_____ Date(s): _____

General Comments

Send completed form to:

Wasco County Board of Commissioners
511 Washington Street
The Dalles OR 97058
(541) 506-2520
fax (541) 506-2551

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF)
RON SCHNEIDER TO THE WASCO COUNTY) ORDER
FOREST COLLABORATIVE GROUP STEERING) #16-006
COMMITTEE)

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

IT APPEARING TO THE BOARD: That in August of 2015, the Wasco
County Forest Collaborative Group was formed by Charter to provide the US Forest
Service with proposals for management of the National Forest lands and to support
the utilization of forest resources and related opportunities to strengthen local
communities; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County has agreed to be the appointing body for the Wasco County Forest Collaborative Group; and

IT FURTHER APPEARING TO THE BOARD: That Ron Schneider is willing and is qualified to be appointed to serve on the Wasco County Forest Collaborative Group.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Ron Schneider be and is hereby appointed to serve on the Wasco County Forest Collaborative Group as the Forest Product Representative; said term to expire on December 31, 2018.

DATED this 17th day of February, 2016.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

Scott C. Hege, County Commissioner

Kristen Campbell
Wasco County Counsel

Steven D. Kramer, County Commissioner

INFORMATION AND QUALIFICATION FORM

WASCO COUNTY HOSPITAL FACILITY AUTHORITY

VOLUNTEER POSITIONS
REPRESENTATIVE FROM
WASCO COUNTY, OREGON

BACKGROUND

The Wasco County Facility Authority advises on matters relating to the financing of hospital facilities and long-term care facilities by the issuance of tax-exempt bonds which are then repaid from the revenues of the hospital, increases in bed capacity and adds or expands major new facility capacity. The Committee meets as needed.

APPLICATION

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

Name: William T Marick (Bill)

Address: [REDACTED]

Phone (home) [REDACTED] Phone (work)

E-mail address: [REDACTED]

Signature: Bill Marick

Date: Feb 9, 2016 Number of years as a Wasco County resident: 71

Your objectives/goals? Desired contributions and accomplishments? Serve on Hospital Facility Authority Board to assist w. the proposed hospital addition

Approximate hours/week available for this commitment? 5

Comments: I am retired and have time available

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

BA-Psychology, University of Portland Date(s): May 1968

Graduate work in Social Work Date(s): [REDACTED]

Date(s): _____

Date(s): _____

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

State of Oregon Date(s): [REDACTED]
The Next Door Inc Date(s): [REDACTED]

Date(s): _____

Date(s): _____

Vocational/professional licenses, awards, recognition, etc.)

Family Therapy Certificate Portland State Date(s): [REDACTED]

Date(s): _____

Date(s): _____

Date(s): _____

General Comments:

I am now on the St Vincent de Paul
Board and Volunteer there
I am also on the Youth Empowerment
Shelter Board and Volunteer there

Send completed form to:

Wasco County Board of Commissioners
511 Washington Street, Suite 101
The Dalles, OR 97058
541-506-2520
FAX: 541-506-2551

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF)	
WILLIAM MARICK TO THE WASCO COUNTY)	ORDER
HOSPITAL FACILITY AUTHORITY BOARD)	#16-007
OF DIRECTORS)	

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

IT APPEARING TO THE BOARD: That under ORS 441.540 the
Board of Commissioners shall appoint a Hospital Facility Board of Directors;
and

IT FURTHER APPEARING TO THE BOARD: There is a vacancy on
the Hospital Facilities Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That William Marick is willing and is qualified to be appointed to the Wasco County Hospital Facility Authority Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That William Marick be and is hereby appointed to the Hospital Facility Authority Board Committee in accordance with ORS 441.540 ; said term to expire December 31, 2018.

DATED this 17th day of February, 2016.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott C. Hege, County Commissioner

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

INFORMATION AND QUALIFICATION FORM

Veterans Advisory Committee VOLUNTEER POSITIONS WASCO COUNTY, OREGON

BACKGROUND

The Wasco County Veterans Advisory Committee meets on the first Thursday of each month to address issues related to veterans and veterans' services in Wasco County. They serve as a conduit between local veterans and County government, educating, recommending and advising the Wasco County Board of County Commissioners regarding veterans' issues.

APPLICATION

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

POSITION DESCRIPTION: Member Wasco County Veterans Services Advisory Committee

Name: Robert J. Maxwell
Address: 4000 Country Way
Phone (home) [REDACTED] Phone (work) [REDACTED]
E-mail address: [REDACTED]
Signature: Robert J. Maxwell
Date: 12-05-2014

Number of years as a Wasco County resident: 71 1941 → NOW

Your objectives/goals? Desired contributions and accomplishments? US NAVY -
USNAVAL RESERVE RETIRED E8 - SCPO, 32 YEARS SERVICE
Keep abreast of Military and Veterans Issues -
My Duty To look out on BEHALF of our Troops -
Approximate hours/week available for this commitment? As Necessary!

Comments: _____

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

GED - US NAVY Date(s): [REDACTED]
Page 1 The Dalles High School < 10 Dec 1951

US Navy

Date(s):

US Naval Reserve

Date(s):

Date(s):

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

Telephone Lineman & Installer/Repairman

Date(s):

Naval Reserve

Date(s):

American Red Cross - Church of Christ

Date(s):

2015

Ad Hoc - MidCo Vet Mem Com - Legrow - VFW

Date(s):

2015

General Comments/Additional Relevant Information

It is my Duty as a Retired Veteran Military To Be
Concerned with The Well Being of The Citizens of
The United States (and The World) and its
Honorary Served Vets - Amen!

"MAX"

Send completed form to:

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

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT)	
OF ROBERT MAXWELL TO THE WASCO)	O R D E R
COUNTY VETERANS SERVICES)	#16-008
ADVISORY COMMITTEE.)	

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

IT APPEARING TO THE BOARD: That the Wasco County Veterans Services Advisory Committee shall consist of seven persons who shall be appointed by the Wasco County Board of Commissioners; and

IT FURTHER APPEARING TO THE BOARD: That a vacancy exists on the Committee; and

IT FURTHER APPEARING TO THE BOARD: That Robert Maxwell is willing and qualified to be appointed to the Wasco County Veterans Services Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Robert Maxwell be and is hereby appointed to the Wasco County Veterans Services Advisory Committee for a term to expire December 31, 2017.

DATED this 17th day of February, 2016.

WASCO COUNTY BOARD
OF COMMISSIONERS

APPROVED AS TO FORM:

Rod Runyon, Commission Chair

Kristen Campbell
Wasco County Counsel

Scott Hege, Commissioner

Steve Kramer, Commissioner

February 16, 2016

Kathy White
Wasco County
Administrative Services

Kathy,

Please accept my official notice of resignation on the Mid-Columbia Council of Governments Board of Directors as the representative of the City of The Dalles.

Thank you for the opportunity to serve.

Regards,


Russ Brown

[Return to Agenda](#)



Kathy White <kathyw@co.wasco.or.us>

MCOGG

1 message

Stephen E. Lawrence <SeLawrence1963@yahoo.com>

Tue, Feb 16, 2016 at 1:59 PM

To: Kathy White <kathyw@co.wasco.or.us>

Kathy, This is to express my interest in being appointed to the MCOGG Board. Please let me know if you need any further information. Steve

Sent from my iPhone

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF)
STEVE LAWRENCE TO THE MID-COLUMBIA) ORDER
COUNCIL OF GOVERNMENTS BOARD) #16-011
OF DIRECTORS)

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

IT APPEARING TO THE BOARD: That Russ Brown has tendered his
resignation as Wasco County's cities representative; and

IT FURTHER APPEARING TO THE BOARD: that Russ Brown's term on
the Mid-Columbia Council of Governments Board of Directors expires in December
31, 2016; and

IT FURTHER APPEARING TO THE BOARD: That Steve Lawrence is
willing and is qualified to be appointed to the Mid-Columbia Council of

Governments Board of Directors to complete Russ Brown's term as Wasco County's cities representative on the Mid-Columbia Council of Governments' Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Steve be and is hereby appointed to the Mid-Columbia Council of Governments Board of Directors as Wasco County's cities representative; said term to expire on December 31, 2016.

DATED this 17th day of February, 2016.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott C. Hege, County Commissioner

Steve D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

Discussion Item

CDBG Requirements

- [Staff Memo](#)
- [Fair Housing Resolution 16-006](#)
- [Resolution 16-004 Adopting Limited English Proficiency Plan](#)
- [Limited English Proficiency Plan](#)
- [I-Speak Cards](#)
- [Order 16-004 Appointing Paula Brunt Wasco County Title VI Coordinator](#)
- [Resolution 16-005 Adopting Section 3 Plan](#)
- [Section 3 Plan](#)
- [Order 16-005 Appointing Paula Brunt Wasco County Section 3 Coordinator](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT REQUIREMENTS
DATE: 2/13/2016

BACKGROUND INFORMATION

Wasco County was recently awarded a Federal Community Development Block Grant on behalf of Mid-Columbia Center for Living. The Grant is to support the construction of a new mental health clinic in Wasco County. In order to receive CDBG grant funding, grantees must meet certain requirements, some of which we have already met. Today's packet includes documents to establish compliance with requirements that we have not yet met.

FAIR HOUSING RESOLUTION – Wasco County has previously adopted this resolution; the Grant requires a more recent adoption. There have been no significant changes to the resolution. Fair Housing Posters have been distributed for display throughout County departments and to Post Offices and Libraries located in Wasco County.

SECTION 3 PLAN – This plan meets the requirement for Wasco County to establish hiring practices for any contractors engaged to do work in relation to the use of United States Department of Housing and Urban Development monies. It is important to note that these rules apply *only* to contractors engaged to do work related to the CDBG project and then *only* to their *new hires*.

LIMITED ENGLISH PROFICIENCY PLAN – This plan meets the requirement for Wasco County to establish plan to meet standards set out by Title VI of the Civil Rights Act of 1964 prohibiting discrimination on the basis of race, color or national origin. Executive Order 13166 further prohibits differing treatment on the basis of a person's inability to speak, read, write or understand English and applies to all state and local agencies which receive federal funds.

PLEASE NOTE:

Page 7, Factor 2 indicates the results of an informal survey (highlighted in yellow). The highlighted sentence is a place holder – the results of the survey have not yet been compiled. Those results should be available for inclusion when the packet is republished prior to the session.

Page 10, What Wasco County will do –

- 1st Bullet – *Interpreter services* - This is already available

- 2nd Bullet – *Notice Statements of interpreter service availability* -Grant Administrator MCEDD is working on the translation and this will be available in upcoming notices.
- 3rd Bullet – I-speak cards have already been distributed to departments throughout the County.
- 4th Bullet – *Complaint Form* - We currently do not have a complaint form – that is being developed through our Grant Administrator in conjunction with County Counsel.
- 5th Bullet – *LEP Procedures* -Once the plan is adopted, the guidelines will be distributed to County departments and training will be provided.

COORDINATOR APPOINTMENTS – Both the LEP Plan and Section 3 Plan need a point of contact for questions and oversight. Human Resources Manager has been designated as Coordinator for both plans. Proposed appointment orders are included in the Packet.

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF ADOPTING) RESOLUTION
A FAIR HOUSING RESOLUTION) #16-006

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

WHEREAS, let it be known to all persons of the County of Wasco that
discrimination in the sale, rental, lease, advertising of sale, rental or lease,
financing of housing or land to be used for construction of housing, or in the
provision of brokerage or rental services because of race, color, religion, sex,
disability (physical or mental), familial status (children, or national origin is
prohibited by Title VIII of the Federal Fair Housing Amendments Act of 1988.
It is the policy of the County of Wasco to support the Fair Housing
Amendments Act of 1988 and to implement a Fair Housing Program to ensure

equal opportunity in housing for all persons regardless of race, color, religion, sex, disability (physical and mental), familial status (children), or national origin. Therefore, the County does pass the following Resolution.

NOW, THEREFORE, BE IT RESOLVED: That within the resources available to the County through city, county, state, federal and community volunteer sources, the County will assist all persons who feel they have been discriminated against because of race, color, religion, sex, disability (physical and mental), familial status (children) or national origin in the process of filing a complaint with the Oregon Civil Rights Division or the U.S. Department of Housing and Urban Development, Seattle Regional Office Compliance Division, that they may seek equity under federal and state laws.

IT IS HEREBY FURTHER RESOLVED: That the County shall publicize this Resolution and through this publicity shall cause real estate brokers and sellers, private home sellers, rental owners, rental property⁷ managers, real estate and rental advertisers, lenders, builders, developers, home buyers and home or apartment renters to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances.

IT IS HEREBY FURTHER RESOLVED: That the Fair Housing Program, for the purpose of informing those affected of their respective responsibilities and rights concerning Fair Housing law and complaint

procedures, will at a minimum include, but not be limited to: 1) the printing, publicizing and distribution of this Resolution; 2) the distribution of posters, flyers, pamphlets and other applicable Fair Housing information provided by local, state and federal sources, through local media and community contacts; and 3) the publicizing of locations where assistance will be provided to those seeking to file a discrimination complaint.

This Resolution shall take effect upon the adoption by the Board of Commissioners of Wasco County, State of Oregon.

DATED this 17th day of February, 2016.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott C. Hege, County Commissioner

Steve D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

Limited English Proficiency Plan

Wasco County, Oregon

Adopted: February 17, 2016

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A RESOLUTION OF WASCO COUNTY**Error! Bookmark not defined.**

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IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF ADOPTING)
A LIMITED ENGLISH) RESOLUTION 16-004
PROFICIENCY (LEP) PLAN)

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

WHEREAS, in accordance with Title VI non-discrimination laws in regard to providing appropriate access to services and activities provided by federal agencies and recipients of federal assistance, the Limited English Proficiency Plan was drafted to define how Wasco County will accommodate persons with Limited English proficiency; and

WHEREAS, individuals who do not speak English well and who have a limited ability to read, write, speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service benefit or encounter;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Wasco County approve and adopt the Limited English Proficiency Plan for Wasco County.

This Resolution shall take effect upon the adoption by the Board of Commissioners of the County of Wasco, State of Oregon.

DATED this 17th day of February, 2016.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott C. Hege, County Commissioner

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

Introduction

This *Limited English Proficiency (LEP) Plan* has been prepared to address Wasco County's responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq, and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency*, indicates that differing treatment based upon a person's inability to speak, read, write or understands English is a type of national origin discrimination. It directs each agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds, including Wasco County.

Wasco County receives funds from the U.S. Department of Housing and Urban Development, under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301 (1994) via the State of Oregon through its Oregon Infrastructure Finance Authority (IFA).

Elements of an Effective LEP Policy

The US Department of Justice, Civil Rights Division has developed a set of elements that may be helpful in designing an LEP policy or plan. These elements include:

1. Identifying LEP person who needs language assistance
2. Identifying ways in which language assistance will be provided
3. Training staff
4. Providing notice to LEP persons
5. Monitoring and updating the LEP Plan

These recommended elements have been incorporated into this plan.

Methodology for Assessing Needs and Reasonable Steps for an Effective LEP Policy

Wasco County follows four factors that apply to the various kinds on contacts that the public as to access language needs and decides what reasonable steps should take to ensure meaningful access for LEP persons:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to the LEP Community.
4. The resources available to Wasco County and the overall cost.

The greater the number or proportion of eligible LEP persons; the greater the frequency with which they have contact with a program, activity, or service; and the greater the importance of that program, activity, or service, the more likely enhanced language services will be needed.

The Four-Factor Analysis

This plan uses the four-factor analysis of an individualized assessment considering the four factors outline above. Each of the following factors is examined to determine the level and extent of language assistance measures required. Recommendations are then based on the results of the analysis.

Factor 1: The Proportion, Numbers and Distribution of LEP Persons

The Census Bureau has a range of four classifications of how well people speak English. The classifications are ‘very well,’ ‘well,’ ‘not well,’ and ‘not at all.’ Table 1 below shows the number and percent of persons in regards to their English language skills for Wasco County.

Table 1. Language Spoken at Home by Ability to Speak English (Population 5 years and over)

2010-2014 American Community
Survey

	Wasco County, Oregon	
	Estimate	Margin of Error
Total:	23,831	+/-38
Speak only English	20,229	+/-285
Spanish:	2,995	+/-271
Speak English less than "very well"	1,740	+/-294
Other Indo-European languages:	217	+/-92
Speak English less than "very well"	61	+/-47
Asian and Pacific Islanders:	203	+/-100
Speak English less than "very well"	53	+/-43
Other languages:	187	+/-105
Speak English less than "very well"	26	+/-30

Based on this information, there are 1,880 out of 23,831 (or 7.9%) which speak English less than “very well.”

Factor 2: Frequency of Contact with LEP Individuals

The County conducted an informal survey of our employees with regard to whether they have had encounters with LEP individuals in the performance of their job functions. **The only encounter was with a couple who brought their own translator.** We have offices accessible to the public and therefore accessible to LEP individuals and we have staff that work in the field that could encounter LEP individuals. Additionally, bi-monthly County Board of Commission meetings are held which would potentially bring LEP) individuals to these meetings. Given the small concentration of LEP individuals as displayed in Table 1 (above) the probability of our employees to encounter an LEP individual is low.

Factor 3: The Nature and Importance of the Program, Activity, or Service to LEP

Wasco County serves individuals throughout the County in a variety of ways including managing roads, maintaining records, assessing property values, law enforcement, processing land use applications and other services to citizens of the County and individuals from outside of the County, such as visitors and those traversing the state. The nature of the services that the County provides is very important to an individual's day-to-day life. Therefore the denial of services to an LEP individual could have a significant detrimental effect.

Factor 4: The Resources Available to Wasco County and the Overall Cost

The County reviewed its available resources that could be used for providing LEP assistance and currently has people on staff available that can provide Spanish translation services as requested. There are not identified resources in the budget to provide any additional translation services.

Safe Harbor Stipulation

Federal law provides a "Safe Harbor" situation so that recipients can ensure with greater certainty that they comply with their obligation to provide written translations in languages other than English. A "Safe Harbor" means that if a recipient provides written translation in certain circumstances, such action will be considered strong evidence of compliance with the recipient's written-translation obligations under Title VI.

The failure to provide written translations under the circumstances does not mean there is noncompliance, but rather provides a guide for recipients that would like greater certainty of compliance than can be provided by a fact-intensive, four factor analysis. For example, even if a safe harbor is not used, if written translation of a certain document(s) would be so burdensome as to defeat the legitimate objectives of this program, it is not necessary. Other ways of providing meaningful access, such as an effective oral interpretation of certain vital documents, might be acceptable under such circumstances.

Strong evidence of compliance with the recipient's written-translation obligation under "safe harbor" includes providing written translation of vital documents for

each eligible LEP language group eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

This “safe harbor” provisions applies to the translation of written documents only. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed are reasonable.

Given the low concentration of LEP individuals (as seen above in Table 1) we have deemed that written translations of vital documents should be made upon request for translation.

Providing Notice to LEP Persons

Wasco County, based on the four factors, will provide language service by notifying LEP persons of services available free of charge. Notifications to LEP persons include:

- 1. Post notice of LEP Plan and notification in languages LEP persons would understand that persons requiring language assistance or special accommodations will be provided interpretation or translation services free of charge with reasonable advance notice to the County.
- 2. County staff will be informally surveyed on their experience concerning any contacts with LEP persons during the previous year to identify modifications to this plan to improve outreach and services to Limited English Proficient Persons.

Options & Proposed Actions

Options:

Federal fund recipients have two main ways to provide language services: oral interpretation, either in person or via telephone interpretation service, and written translation. The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis.

The County is defining an interpreter as a person who translates spoken language orally, as opposed to a translator, who translates written language and a translator as a person who transfers the meaning of written text from one language into another. The person who translates orally is not a translator, but an interpreter.

Considering the relatively small scale of Wasco County, the low concentration of LEP individuals in the service area, and the County's financial resources, it is necessary to limit language aid to the most basic and cost-effective services. Other than vital documents, if there are any language assistance measures required for the LEP individuals, the County shall proceed with oral interpretation options to meet all requests for those language groups to ensure equal access while also complying with LEP regulations.

What Wasco County will do:

- With advance notice of at least seven working days, the County will provide interpreter services at public meetings, including language translation and signage for the hearing impaired.
- Ensure placement of statements in notices and publications in languages other than English that interpreter services are available for public meetings.
- The Census Bureau "I-speak" Language Identification Card will be distributed to all employees that may potentially encounter LEP individuals.
- Publications of the County's complaint form will be made available on the County website.
- In the event that a County employee encounters a LEP individual, they will follow the procedure listed below.

OFFICE ENCOUNTER

1. Provide an "I-speak" language identification cards to determine the language spoken of the LEP individual.
2. Once the foreign language is determined, provided information to the Title VI coordinator who will contact an interpreter.
3. If the need for a vital document to be translated arises, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

IN WRITING

1. Once a letter has been received it will be immediately forwarded to the Title VI Coordinator.
2. The Title VI Coordinator will contact a translator to determine the specifics of the letter request information.
3. The Title VI Coordinator will work with the elected agency to provide the requested service to the individual in a timely manner.

OVER THE PHONE

1. If someone calls into the County office speaking another language, every attempt will be made to keep that individual on the line until an interpreter can be conferenced into the line and if possible determine the language spoken of the caller.
2. Once the language spoken by the caller has been identified, we will proceed with providing the requested assistance to the LEP individual.

County Staff Training

County staff will be provided training of the requirements for providing meaningful access to services for LEP persons.

LEP Plan Access

A copy of the LEP plan document can be requested at Wasco County's Human Resources Office during normal business hours. Any person or agency may also request a copy by contacting:

Paula Brunt, Human Resources Manager
511 Washington Street, Suite 206
The Dalles, OR 97058
541.506.2774

Appendix A – Executive Order 13166

IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

By the authority vested in me as President by the Constitution and the laws of the United States of America, and to improve access to federally conducted and federally assisted programs and activities for persons who, as a result of national origin, are limited in their English proficiency (LEP), it is hereby ordered as follows:

Section 1. *Goals.*

The Federal Government provides and funds an array of services that can be made accessible to otherwise eligible persons who are not proficient in the English language. The Federal Government is committed to improving the accessibility of these services to eligible LEP persons, a goal that reinforces its equally important commitment to promoting programs and activities designed to help individuals learn English. To this end, each Federal agency shall examine the services it provides and develop and implement a system by which LEP persons can meaningfully access those services consistent with, and without unduly burdening, the fundamental mission of the agency. Each Federal agency shall also work to ensure that recipients of Federal financial assistance (recipients) provide meaningful access to their LEP applicants and beneficiaries. To assist the agencies with this endeavor, the Department of Justice has today issued a general guidance document (LEP Guidance), which sets forth the compliance standards that recipients must follow to ensure that the programs and activities they normally provide in English are accessible to LEP persons and thus do not discriminate on the basis of national origin in violation of title VI of the Civil Rights Act of 1964, as amended, and its implementing regulations. As described in the LEP Guidance, recipients must take reasonable steps to ensure meaningful access to their programs and activities by LEP persons.

Sec. 2. *Federally Conducted Programs and Activities.*

Each Federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency's programs and activities. Agencies shall develop and begin to implement these plans within 120 days of the date of this order, and shall send copies of their plans to the Department of Justice, which shall serve as the central repository of the agencies' plans.

Sec. 3. *Federally Assisted Programs and Activities.*

Each agency providing Federal financial assistance shall draft title VI guidance specifically tailored to its recipients that is consistent with the LEP Guidance issued by the Department of Justice. This agency-specific guidance shall detail how the general standards established in the LEP Guidance will be applied to the agency's recipients. The agency-specific guidance shall take into account the types of services provided by the recipients, the individuals served by the recipients, and other factors set out in the LEP Guidance. Agencies that already have developed title VI guidance that the Department of Justice determines is consistent with the LEP Guidance shall examine their existing guidance, as well as their programs and activities, to determine if additional guidance is necessary to comply with this order. The Department of Justice shall consult with the agencies in creating their guidance and, within 120 days of the date of this order, each agency shall submit its specific guidance to the Department of Justice for review and approval. Following approval by the Department of Justice, each agency shall publish its guidance document in the Federal Register for public comment.

Sec. 4. *Consultations.*

In carrying out this order, agencies shall ensure that stakeholders, such as LEP persons and their representative organizations, recipients, and other appropriate individuals or entities, have an adequate opportunity to provide input. Agencies will evaluate the particular needs of the LEP persons they and their recipients serve and the burdens of compliance on the agency and its recipients. This input from stakeholders will assist the agencies in developing an approach to ensuring meaningful access by LEP persons that is practical and effective, fiscally responsible, responsive to the particular circumstances of each agency, and can be readily implemented.

Sec. 5. *Judicial Review.*

This order is intended only to improve the internal management of the executive branch and does not create any right or benefit, substantive or procedural, enforceable at law or equity by a party against the United States, its agencies, its officers or employees, or any person.

WILLIAM J. CLINTON

THE WHITE HOUSE,
August 11, 2000.

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT)
OF PAULA BRUNT AS WASCO COUNTY’S) O R D E R
TITLE VI COORDINATOR) #16-004

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

IT APPEARING TO THE BOARD: That Wasco County is the recipient
of a Federal Community Development Block Grant (CDBG); and

IT FURTHER APPEARING TO THE BOARD: That CDBG recipients
are required to have an Limited English Proficiency (LEP) Plan with a designated
Title VI Coordinator; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County
has adopted an LEP Plan;

IT FURTHER APPEARING TO THE BOARD: That Paula Brunt, Human Resources Manager, is willing and is qualified to be appointed to serve as Wasco County's Title VI Coordinator.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Paula Brunt be and is hereby appointed as Wasco County's Title VI Coordinator, said term to expire on June 30, 2018.

DATED this 17th day of February, 2016.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott C. Hege, County Commissioner

Steve D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

**2004
Census
Test**

United States
**Census
2010**

LANGUAGE IDENTIFICATION FLASHCARD

- | | | |
|--------------------------|--|------------------------|
| <input type="checkbox"/> | ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية. | 1. Arabic |
| <input type="checkbox"/> | Խոսողո՞ւմ ե՞ս, կ՞առաքե՞ք ա՛յս քաղակոսո՞ւմ, եթե խոսո՞ւմ կա՞մ կաղո՞ւմ ե՞ք հայերեն: | 2. Armenian |
| <input type="checkbox"/> | যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন। | 3. Bengali |
| <input type="checkbox"/> | ល្អបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។ | 4. Cambodian |
| <input type="checkbox"/> | Motka i kahhon ya yangin ûntûngnu' manaitai pat ûntûngnu' kumentos Chamorro. | 5. Chamorro |
| <input type="checkbox"/> | 如果你能读中文或讲中文，请选择此框。 | 6. Simplified Chinese |
| <input type="checkbox"/> | 如果你能讀中文或講中文，請選擇此框。 | 7. Traditional Chinese |
| <input type="checkbox"/> | Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik. | 8. Croatian |
| <input type="checkbox"/> | Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky. | 9. Czech |
| <input type="checkbox"/> | Kruis dit vakje aan als u Nederlands kunt lezen of spreken. | 10. Dutch |
| <input type="checkbox"/> | Mark this box if you read or speak English. | 11. English |
| <input type="checkbox"/> | اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید. | 12. Farsi |

<input type="checkbox"/>	Cocher ici si vous lisez ou parlez le français.	13. French
<input type="checkbox"/>	Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen.	14. German
<input type="checkbox"/>	Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά.	15. Greek
<input type="checkbox"/>	Make kazye sa a si ou li oswa ou pale kreyòl ayisyen.	16. Haitian Creole
<input type="checkbox"/>	अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ।	17. Hindi
<input type="checkbox"/>	Kos lub voj no yog koj paub twm thiab hais lus Hmoob.	18. Hmong
<input type="checkbox"/>	Jelölje meg ezt a kockát, ha megérte vagy beszéli a magyar nyelvet.	19. Hungarian
<input type="checkbox"/>	Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano.	20. Ilocano
<input type="checkbox"/>	Marchi questa casella se legge o parla italiano.	21. Italian
<input type="checkbox"/>	日本語を読んだり、話せる場合はここに印を付けてください。	22. Japanese
<input type="checkbox"/>	한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오.	23. Korean
<input type="checkbox"/>	ໃຫ້ໝາຍໃສ່ຊ່ອງນີ້ ຖ້າທ່ານອ່ານຫຼືປາກພາສາລາວ.	24. Laotian
<input type="checkbox"/>	Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim.	25. Polish

<input type="checkbox"/>	Assinale este quadrado se você lê ou fala português.	26. Portuguese
<input type="checkbox"/>	Însemnați această casuță dacă citiți sau vorbiți românește.	27. Romanian
<input type="checkbox"/>	Пометьте этот квадратик, если вы читаете или говорите по-русски.	28. Russian
<input type="checkbox"/>	Обележите овај квадратик уколико читате или говорите српски језик.	29. Serbian
<input type="checkbox"/>	Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky.	30. Slovak
<input type="checkbox"/>	Marque esta casilla si lee o habla español.	31. Spanish
<input type="checkbox"/>	Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog.	32. Tagalog
<input type="checkbox"/>	ให้กาเครื่องหมายลงในช่องถ้าท่านอ่านหรือพูดภาษาไทย.	33. Thai
<input type="checkbox"/>	Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga.	34. Tongan
<input type="checkbox"/>	Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою.	35. Ukranian
<input type="checkbox"/>	اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔	36. Urdu
<input type="checkbox"/>	Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ.	37. Vietnamese
<input type="checkbox"/>	באצייכנט דעם קעסטל אויב איר לייענט אדער רעדט אידיש.	38. Yiddish

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF ADOPTING)
A SECTION 3 PLAN TO COMPLY WITH)
24 CFR PART 135 OF THE UNITED STATES) RESOLUTION 16-005
DEPARTMENT OF HOUSING AND URBAN)
DEVELOPMENT SECTION 3)

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

WHEREAS, the United States Congress passed Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) to further the goal of ensuring that federal funds benefit the residents of projects funded wholly or in part by those funds, and

WHEREAS, Part 135 of Section 3 is to establish the standards and procedures to be followed to ensure that the objectives of Section 3 are met; and

WHEREAS, the Wasco County has developed a Section 3 Plan in adherence to 24 CFR, Part 135 that more comprehensively addresses the standards and procedures prescribed in the Act;

NOW, THEREFORE, BE IT RESOLVED THAT by the Board of Commissioners of the County of Wasco, Oregon, as follows: to adopt and implement the Section 3 Plan to ensure compliance with Federal Law and Community Development Block Grant projects and to designate the Human Resources Manager as the Section 3 Coordinator for Wasco County.

This Resolution shall take effect upon the adoption by the Board of Commissioners of the County of Wasco, State of Oregon.

DATED this 17th day of February, 2016.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott C. Hege, County Commissioner

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

**SECTION 3 PLAN
for
Wasco County, Oregon**

Adopted: February 17, 2016

**OFFICE OF ECONOMIC OPPORTUNITY
FAIR HOUSING EQUAL OPPORTUNITY
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

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 Exhibit 1: Section 3 Business Concern Certification Application

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 Exhibit 3: Section 3 Opportunities Plan (Service and Professional Contracts)

General Policy Statement

It is the policy of Wasco County, Oregon to require its contractors to make a good faith effort to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

In addition, Wasco County, Oregon has adopted a Section 3 plan in relation to use of United States Department of Housing and Urban Development (HUD) monies to establish policy that ensures economic opportunities for low and very low income persons residing in Wasco County. Wasco County implements this policy through the awarding of contracts that create employment and business opportunities for qualified low- and very low-income persons residing in Wasco County.

The policy will ensure that in good faith Wasco County will have a reasonable level of success in the recruitment, employment, and utilization of Section 3 residents and other eligible persons and Section 3 business concerns working on contracts partially or wholly funded with HUD monies. Wasco County shall examine and consider a contractor's, professional service provider/consultant or vendor's potential for success by providing employment and business opportunities to Section 3 residents and business concerns prior to acting on any proposed contract award.

Section 3 Purpose

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires Wasco County ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons.

Section 3 Contracting Policy and Procedure

Wasco County will include Section 3 policy in all procurements generated for use with HUD funding.

This policy and procedure contains goal requirements for awarding contracts to Section 3 Business Concerns.

All contractors/businesses seeking Section 3 preference must, before submitting bids/proposals to the County or its subrecipients, be required to complete certifications, as appropriate, as acknowledgement of the Section 3 contracting and employment provisions required by this section. Such certifications shall be adequately supported with appropriate documentation as referenced in the form.

Procurement Documents

To promote good faith efforts to enhance Section 3 Compliance, all procurement documents must meet the following:

1. Each bidder/proposer must include a Section 3 Opportunities Plan (Exhibit 3) which indicates its commitment to meet Wasco County's Section 3 resident hiring requirements.
2. If a bidder/proposer fails to submit a Section 3 Opportunities Plan and the related data along with the bid/proposal, such bid/proposal will be declared as "non-responsive."
3. For Invitations for Bids ("IFB") where awards are made to the lowest, responsive and responsible bidder, the bidder's commitment to satisfy Wasco County's resident hiring requirements may be a factor used in determining whether the bidder is "responsive."

What if my Business Does Not Qualify as a Section 3 Business?

Wasco County and its subrecipients will, to the greatest extent feasible, offer contracting opportunities to Section 3 business concerns. However, in the event no Section 3 business bids on a contract, or bids but is not able to demonstrate to the County's satisfaction that it has the ability to perform successfully under the terms and conditions of the proposed contract, then that contract will be awarded to a non-Section 3 business concern that can meet the terms and conditions of the proposed contract through the competitive bidding process.

That business concern must meet, as all businesses must (including Section 3 businesses), the general conditions of compliance (refer to Section 3 Clause).

This will include:

1. Submitting a list of all positions necessary to complete contract, name of employees who will fill those positions, names of all other employees.
2. Posting notices of any vacant positions, including training and/or apprenticeship positions, qualifications for positions, place where applications will be received and starting date of employment.
3. To the greatest extent possible, making vacant positions, including training and/or apprenticeship positions, available to Section 3 residents (all categories) in order of priority.
4. As positions are vacated during completion of contract, following guidelines enumerated in numbers 2 and 3 above.
5. Submitting Compliance Reports as required.
6. If notified of non-compliance, correcting non-compliance within allowable time period.

Section 3 Employment & Training Goals

It is the policy of Wasco County, Oregon, to utilize residents and other Section 3 eligible persons and businesses in contracts partially or wholly funded with monies from the U.S. Department of Housing and Urban Development (HUD). The County has established employment and training goals that contractors and subcontractors should meet in order to comply with Section 3 requirements as referenced in 24 CFR 135.30. The numerical goal is 30 percent of the aggregate number of new hires in any fiscal year.

It is the responsibility of contractors to implement progressive efforts to attain Section 3 compliance. Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals was not feasible. All contractors submitting bids or proposals to Wasco County or its subrecipients are required to certify that they comply with the requirements of Section 3.

The Section 3 Contract Clause specifies the requirements for contractors hired for Section 3 covered projects. The Section 3 Clause must be included in all Section 3 covered projects. The Section 3 Contract Clause is included as a part of this plan.

Section 3 Program Resident/Participant Certification Procedure

Section 3 Residents Are:

1. Residents of Public and Indian Housing residing in Wasco County; or
2. Individuals that reside in the metropolitan area or nonmetropolitan City in which the Section 3 covered assistance is expended and whose income do not exceed the local HUD income limits set forth for low- or very low-income households.

Wasco County will certify Section 3 program participants who reside in Wasco County and who are seeking preference in training and employment by completing and attaching adequate proof of Section 3 eligibility, as required by the form.

Resident Hiring Requirements

Wasco County has established a numerical goal for new hires for contractors on Section 3 eligible projects. This goal is 30 percent of the aggregate number of new hires in any fiscal year.

In addition, Wasco County has adopted the following fiscal scale for resident hiring that is to be used on all construction contracts, service contracts and professional service contracts that contain a labor component.

RESIDENT HIRING SCALE

TOTAL LABOR DOLLARS AMOUNT FOR SERVICE CONTRACTS	USE TOTAL CONTRACT RESIDENT AS A % OF TOTAL LABOR \$
Labor dollars \$25,000 but less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	1 – ½% of the labor dollars

With this sliding formula, it is expected that an appropriate number of residents with particular qualifications or willingness to begin unskilled labor will be able to participate in contracted labor efforts. A prime contractor, through its subcontractor(s), may satisfy Wasco County resident hiring requirement set forth above in one of the following manners:

1. Subcontract or joint venture with a resident owned business. The business must be 51 percent or more owned by a qualifying low-income resident, or subcontract/joint venture with a business that employs full-time, 30 percent or more low and very-income individuals residing within Wasco County.

2. Direct hiring of Wasco County low and very low-income neighborhood residents based on the Resident Hiring Scale.

Section 3 Coordinator

In order for Wasco County to implement the Section 3 plan and maintain compliance with its various components, the County has identified the Human Resources Manager (Paula Brunt) as the Section 3 Coordinator to serve as the liaison between the County and its contractors, subcontractors, and HUD and Section 3 residents and business concerns.

Preference for Contracting with Section 3 Business Concerns

A Section 3 Business Concern is one of the following:

1. Businesses that are 51 percent or more owned by Section 3 residents;
2. Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents; or
3. Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above.

Wasco County, in compliance with Section 3 regulations, will require contractors and subcontractors (including professional service contractors) to direct their efforts towards contracts to Section 3 business concerns in the following order to priority:

1. Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section covered project is located.

Contractors and subcontractors are expected to extend to the greatest extent feasible, efforts to achieve the numerical goals established by Wasco County. *It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to employ Section 3 program participants before any other person, when hiring additional employees needed to complete proposed work to be performed with HUD (federal) funds.*

Section 3 Business Certification

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements with Wasco County or its subrecipients shall complete the *Section 3 Business Concern Application*, which can be obtained from Wasco County Section 3 Coordinator.

The business seeking Section 3 preference must be able to provide adequate documentation as evidence of eligibility for preference under the Section 3 Program.

Certifications for Section 3 preference for business concerns must be submitted to the Section 3 Coordinator prior to the submission of bids for approval. If the Section 3 Coordinator previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid.

**Efforts to Award Contract Opportunities
To Section 3 Business Concerns**

Wasco County and its subrecipients will use the following methods to notify and contract with Section 3 business concerns when contracting opportunities exist.

- Advertise contracting opportunities via newspaper, mailings, and/or posting notices that provide general information about the work to be contracted and where to obtain additional information.
- Provide written notice of contracting opportunities to all known Section 3 business concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to the bid invitation.
- Contact business assistance agencies, Minority and Women's Business Enterprise (M/WBE) contractor associations and community organizations, as appropriate, to inform them of contracting opportunities and to request their assistance in identifying Section 3 businesses.

Contractor's Requirements in Employing Section 3 Residents

Under the Wasco County Section 3 Program, contractors, subcontractors, professional service providers/consultants, vendors and supplies are required to submit a Section 3 Opportunities Plan and Certification and to:

1. Provide employment opportunities to Section 3 residents/participants to the greatest extent feasible, in the priority order listed below:
 - a. Category 1 – Section 3 Residents from the service area or neighborhood in which the Section 3 covered project is located,
 - b. Category 2 – Section 3 Residents of Section 8 of the local Housing Authority as well as all other residents residing in the service area or neighborhood in which the Section 3 covered project is located. Section 3 residents must meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits).
2. After the award of contracts, the contractor must, prior to beginning work, inform Section 3 participants of the development at which the work will be performed, by providing the following:
 - a. Names of the Section 3 business concerns to be utilized,
 - b. Estimates of the number of employees to be utilized for contract,
3. Contractors must notify the Section 3 Coordinator of their interests regarding employment of Section 3 participants prior to hiring. Additionally, the County will be contacted to ensure that the individuals are not involved in any legal proceedings against/with Wasco County.
4. Submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contract award. Document the performance of Section 3 participants (positive and negative), regarding punctuality, attendance, etc., and provide this information to the Section 3 Coordinator.
5. Immediately notify the Section 3 Coordinator of any problems experienced due to the employment of Section 3 participants.
6. Immediately notify the Section 3 Coordinator if a participant quits, walks off, or is terminated for any reason. The contractor must provide written documentation of all such incidents to support such decisions to the Section 3 Coordinator to determine if an investigation is warranted.
7. Businesses can use the Work Source Oregon – First Source Hiring Agreement in complying with the Section 3 requirements.

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. Contractor shall complete THE REQUIRED Section 3 report form 60002 and submit it to the County with the final construction pay estimate for the project.

Definitions

Applicant – Any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

Assistant – the Assistant Secretary for Fair Housing and Equal Opportunity.

Business Concern – a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Contractor - any entity which contracts to perform work generated the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Employment Opportunities Generated by Section 3 Covered Assistance – all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing Authority (HA) – Public Housing Agency.

Housing Development – low-income housing owned, developed, or operated by public housing agencies in accordance with HUD’s public housing program regulations codified in 24 CFR Chapter IX.

Low-income person – families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

Metropolitan Area – a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

New Hires – full-time employees for permanent, temporary or seasonal employment opportunities.

Recipient – any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3 – Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Business Concern – a business concern,

- 1) That is 51 percent or more owned by Section 3 resident; or
- 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above.

Section 3 Covered Assistance –

- 1) public housing development assistance provided pursuant to Section 5 of the 1937 Act;
- 2) public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- 3) public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- 4) assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Clause – the contract provisions set forth in Section 135.38.

Section 3 Covered Contracts – a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project.

Section 3 Covered Project - the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 Resident – a public housing resident or an individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

Subcontractor – any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Very low-income person – families (including single persons) whose income do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Exhibit 1

Wasco County, Oregon
U.S. Department of Housing and Urban Development
Section 3 Plan

SECTION 3 BUSINESS CONCERN
Resident Business Owner(s)

For business claiming status as a Section 3 resident-owned enterprise

Name of Owner: _____

Home Address: _____

Name of Business: _____

Percentage of Ownership: _____ %

Attached is the following documentation as evidence of status:

- ☐ Copy of Resident Lease
- ☐ Copy of Public Assistance
- ☐ Copy of evidence of participation in public assistance program
- ☐ Other evidence

If the business is owned by more than one Section 3 resident, each should submit a separate Resident Business Owner Verification Form. List each owner below:

I certify that the other Section 3 residents listed below collectively own at least 51% of the business.

Name	Position	Percentage of Ownership

I certify that the information provided is true and accurate.

Print Name:	Date:
Signature:	

SECTION 3 BUSINESS CONCERN
30%+ WORKFORCE

For Business claiming Section 3 status, claiming at least 30% workforce Section 3

A business can be certified as a Section 3 business concern if at least 30% of its permanent, full-time employees are currently Section 3 residents or were Section 3 residents within three years of the date of employment with the business.

For your firm to be eligible UNDER THIS CRITERIA, you must provide the following information for all permanent FT employees.

Copy this form if necessary.

<u>LIST ALL EMPLOYEES</u> NAME & ADDRESS	DATE HIRED (MM/DD/YYYY)	CHECK IF SECTION 3 RESIDENT	JOB TITLE/TRADE
Name: Address: City/Zip:		<input type="checkbox"/>	
Name: Address: City/Zip:		<input type="checkbox"/>	
Name: Address: City/Zip:		<input type="checkbox"/>	
Name: Address: City/Zip:		<input type="checkbox"/>	
Name: Address: City/Zip:		<input type="checkbox"/>	
Name: Address: City/Zip:		<input type="checkbox"/>	
Total Number of Employees:			
Number of Section 3 Residents:			
% of Total Workforce:			

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

Print Name: Title: Company Name: Date: Signature: _____
--

SECTION 3 BUSINESS CONCERN
25%+ SUBCONTRACT

*For Business claiming Section 3 status, claiming at least 25% of the dollar awarded to qualified
Section 3 business(es)*

Provide a list of Subcontracted Section 3 business(es) and subcontract amount. Copy this form if necessary.

<u>LIST ALL SUBCONTRACTS</u> NAME & ADDRESS	CHECK IF SECTION 3 BUSINESS	SUCONTRACT AMOUNT
Business Name: Address: City/Zip:	<input type="checkbox"/>	
Business Name: Address: City/Zip:	<input type="checkbox"/>	
Business Name: Address: City/Zip:	<input type="checkbox"/>	
Business Name: Address: City/Zip:	<input type="checkbox"/>	
Business Name: Address: City/Zip:	<input type="checkbox"/>	
Business Name: Address: City/Zip:	<input type="checkbox"/>	
Business Name: Address: City/Zip:	<input type="checkbox"/>	
Business Name: Address: City/Zip:	<input type="checkbox"/>	
Business Name: Address: City/Zip:	<input type="checkbox"/>	
Business Name: Address: City/Zip:	<input type="checkbox"/>	
Business Name: Address: City/Zip:	<input type="checkbox"/>	

I certify that the information provided is true, complete, and correct to the best of my knowledge and belief.

Print Name:
Title:
Company Name:
Date:
Signature: _____

**Wasco County
Resident Eligibility for Preference
Certification Form**

A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, am a legal resident of Wasco County _____ and certify that I meet the income eligibility guidelines for a low- or very-low-income person as published on the reverse.

My permanent address is: _____

I have attached the following documentation as evidence of my status:

- a. Copy of lease demonstrating proof of residency in a public housing development
- b. Copy of receipt of public assistance such as a Section 8 certificate or voucher
- c. Copy of evidence of participation in a public assistance program such as JTPA, Job Corps etc.
- d. Income tax records
- e. Other

Signature: _____

Print Name: _____ Date: _____

Income Eligibility Guideline (FY2014 from HUD.gov)

All residents of public housing developments qualify as Section 3 residents. Additionally, individuals residing in Wasco County who meet the income limits set forth below can also qualify for Section 3 status. A picture identification card and proof of current residency is required.

Number in Household	Very Low Income	Low Income
1 individual	\$22300	\$35700
2 individual	\$25500	\$40800
3 individual	\$28700	\$45900
4 individual	\$31850	\$50950
5 individual	\$34400	\$55050
6 individual	\$36950	\$59150
7 individual	\$39500	\$63200
8 individual	\$42050	\$67300

Due with Bid

Exhibit 3

INSTRUCTIONS FOR COMPLETING THE SECTION 3 OPPORTUNITIES PLAN
(SERVICE & PROFESSIONAL CONTRACTS)

The purpose of Section 3 is to ensure that jobs and economic opportunities generated by HUD financial assistance for housing and community development programs shall be directed to low and very low income persons, particularly those who are recipients of government assistance for housing and business concerns which provide economic opportunities to low and very low income persons.

Section I

The Section 3 Opportunities Plan is to be completed for construction and professional service contracts. There are several ways in which Section 3 can be fulfilled. They are listed in order of preference:

1. Subcontract or joint venture with a Section 3 resident owned business. The business must be 51% or more owned by Section 3 residents or Subcontractor/joint venture with a business whose permanent full-time employees include persons at least 30% of whom are currently Section 3 residents or within 3 three years of the date of first employment with the business concern were Section 3 residents, or
2. Direct hiring Section 3 residents of the service area or the neighborhood in which the covered project is located.

If a prime contractor is unable to satisfy the Section 3 resident hiring requirements per the above, the requirements may be satisfied through any subcontractors that may be involved in the project:

1. If the (sub)contractor has identified a resident owned business or a business which employs 30% or more Public Housing or Neighborhood residents, this paragraph is to be completed by indicating the number of resident owned businesses that will be used on the contract/spec number shown at the end of the paragraph.
2. If the (sub)contractor plans to hire Public Housing or Neighborhood residents to work for its company, paragraph two (2) must be completed with the contract/spec number and the percentage of compliance in hiring the resident(s).

Section II

The second portion of the Section 3 Opportunities Plan begins with the specification or request for proposal title and number.

Section III

The third section is to be completed by listing current staff to be used to complete the work bid upon.

1. List the job titles,
2. Complete the Needed column if additional staff will be required to fulfill the classification,
3. In the Total column, list the total number of staff plus the number needed,
4. In the low and very low income area residents columns, list the number of current staff who are residents of public housing, or who are low or very low income neighborhood residents,

5. In the To Be Filled column, list the number of positions that fit into the low and very low-income public housing residents and low and very low income residents who will be hired.
6. In the Hiring Goal column, list the number of Public Housing residents or low and very low income residents you intend to hire.

Section IV

The final section is to be completed after the contract has been awarded, interviews have taken place and residents have been hired. The completed Section 3 Opportunities Plan must be submitted to Wasco County Section 3 Coordinator.

SECTION 3 OPPORTUNITIES PLAN

Business Opportunities and Employment Training of Wasco County’ Public Housing Residents (PHR) and Low and Very Low Income Neighborhood Residents (LINR)

Section I. Opportunities Plan

The Contractor has identified _____ Section 3 resident owned business (es) or _____ business (es) which employ 30% or more Section 3 residents to comply with _____% of its Section 3 requirements covered under Contract# _____. (Option 1)

Alternately, the Contractor hereby agrees to comply to the greatest extent feasible, with all the provisions of Section 3 as set forth in 24 CFR 135.1 and this Wasco County Section 3 plan implemented through Resolution # _____ dated _____.

The Contractor hereby submits this document to identify employment opportunities for Section 3 public housing residents and low and very low-income area residents, during the term of the contract between the Contractor and Wasco County. The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract # _____. The Contractor has committed to employ the following in order to comply with _____% of its Section 3 requirements. (Option 2)

Additionally, The Contractor can participate in training programs that advance low to very low income residents and qualified businesses in gainful employment and business opportunities. (Option 3)

Section II. Labor Survey

Project Title: _____

Job Title: _____

Local Contract/Agreement Number: _____

Job Title	Needed	Number of Positions			Hiring Goal		
			Filled		To be Filled	LINR	PHR
		Total	LINR	PHR			

LINR= Low/Very Low income Neighborhood Residents

PHR= Public Housing Residents

Section III. Resident List

Section 3 resident employee information (jobs to be filled)

Job Title	Name	Address	Social Security Number

Please check the Option(s) that describe your contracting efforts:

- ☐ Option 1: Subcontract with Section 3 Business(es)
- ☐ Option 2: Hire Section 3 residents/participants
- ☐ Option 3: I have a training program in place and am willing to train _____ residents

Contractor’s Signature and Title

Date: _____

SECTION 3 OPPORTUNITIES PLAN CERTIFICATION

NAME OF PRIME CONTRACTOR/ PROFESSIONAL SERVICES PROVIDER:

Local contract/.Agreement #:

CONTRACT Name:

**THIS DOCUMENT IS REQUIRED FOR ALL CONSTRUCTION OR LABOR RELATED
PROCUREMENTS AND PROFESSIONAL SERVICE AGREEMENTS.**

The Contractor hereby agrees to comply, to the greatest extent feasible, with all the provisions of Section 3 as set forth in 24 CFR 135.38 implementing Section 3 requirements. The contractor hereby submits this Section 3 Opportunities Plan.

The Contractor shall provide a status report identifying its progress in meeting the Section 3 goals established in this Section 3 Opportunities Plan on a yearly basis.

Each Bidder/Proposer for a construction or labor related contract and professional services agreement must complete the Section 3 Opportunities Plan and submit all relevant information required herein. A prime contractor, through its’ subcontractors may satisfy the Section 3 Resident Hiring Requirements.

Acknowledged by:

(President or Authorized Officer)

Date: _____

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT)
OF PAULA BRUNT AS WASCO COUNTY'S) O R D E R
SECTION 3 COORDINATOR) #16-005

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

IT APPEARING TO THE BOARD: That Wasco County is the recipient
of a Federal Community Development Block Grant (CDBG); and

IT FURTHER APPEARING TO THE BOARD: That CDBG recipients
are required to have a Housing and Urban Development Section 3 Plan with a
designated Section 3 Coordinator; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County
has adopted a Housing and Urban Development Section 3 Plan;

IT FURTHER APPEARING TO THE BOARD: That Paula Brunt, Human Resources Manager, is willing and is qualified to be appointed to serve as Wasco County's Section 3 Coordinator.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Paula Brunt be and is hereby appointed as Wasco County's Section 3 Coordinator, said term to expire on June 30, 2018.

DATED this 17th day of February, 2016.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott C. Hege, County Commissioner

Steve D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

Discussion Item
Oregon's Minimum Wage

- [Linn County Letter to Governor Brown](#)
- [Coos County Letter to Legislature](#)
- [Klamath County Letter to Governor Brown](#)
- [Proposed Wasco County Letter](#)

LINN COUNTY BOARD OF COMMISSIONERS



JOHN K. LINDSEY
Commissioner

WILL TUCKER
Commissioner

ROGER NYQUIST
Commissioner

*Linn County Courthouse
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



BOARD OF COMMISSIONERS
250 No. Baxter Street, Coquille, Oregon 97423

(541) 396-7535
FAX (541) 396-1010 / TDD (800) 735-2900
E-mail: bbrooks@co.coos.or.us

JOHN SWEET

MELISSA CRIBBINS

ROBERT "BOB" MAIN

February 8, 2016

RE: Proposed Minimum Wage Increase

Dear Legislator,

We write to you today to express our concerns over the proposed minimum wage increase, which would affect all areas of Oregon. We believe that the proposals are financially irresponsible and would further increase the urban/rural divide, rather than uniting us as one Oregon. It would cause low paying, entry level jobs such as call centers to locate in depressed rural areas and manufacturing and industrial jobs to locate in the Portland metro region, further exacerbating poverty in our most challenged areas of the state.

In Coos County, increasing the minimum wage would decrease public services to our citizens, especially direct services that they depend on. For example, Coos County libraries would be forced to either cut hours of service or cut services such as Books By Mail for our disabled citizens. It would cause wage compression, driving up costs for services that the public relies on, such as sheriff patrols, jail beds, county parks, and road maintenance, just to name a few.

For all of these reasons, Coos County opposes any minimum wage legislation in this session. We will challenge any minimum wage legislation as an unfunded mandate in violation of Article XI Section 15 of the Oregon Constitution unless funding is provided to ameliorate the impacts of the increase. We respectfully request that you forego any action on a minimum wage package during the 2016 session.

Sincerely,

COOS COUNTY BOARD OF COMMISSIONERS

Chair – John W. Sweet

Commissioner – Melissa Cribbins

Commissioner - Robert "Bob" Main



Klamath County Commissioners

Tom Mallams, *Commissioner*
Position One

Kelley Minty Morris, *Commissioner*
Position Two

Jim Bellet, *Commissioner*
Position Three

February 4, 2016

Governor Kate Brown
Oregon State Capital
900 Court St. NE, 160
Salem, OR 97310

RE: Opposing Oregon Minimum Wage Increase

Dear Governor Brown:

As our local economy and state economy show signs of improvement, we ask that you do not place additional burdens on our small businesses and county governments, nor on the backs of the working class by implementing a statewide minimum wage increase. What works in Portland does not necessarily work for rural Oregon. While it may be perfectly appropriate for a \$15 minimum wage in Portland and the urban areas, it will be difficult to sustain in Klamath County.

In Klamath County, an increase of the minimum wage to 13.50 would cost approximately \$551,000 additional dollars for county government alone. An increase to \$15 would cost the county approximately \$1,051,500. This would likely necessitate the need to drastically reduce certain departments or eliminate entire departments. Surely the economic impact of this change on county governments is something you will consider.

A minimum wage increase would also cause many workers to lose their eligibility for the Oregon Health Plan, childcare subsidies, and other aide services. This would create a situation where even though workers earn an increased income, they are forced to payout that additional income in increased health care and daycare costs. Increasing Oregon's minimum wage will cause the same people who are currently struggling to make ends meet to be significantly worse off than they already are.

Klamath County Commissioners

Tom Mallams, Commissioner
Position One

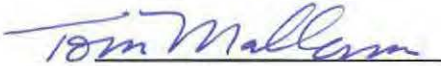
Kelley Minty Morris, Commissioner
Position Two

Jim Bellet, Commissioner
Position Three

Governor Kate Brown
February 4, 2016
Page 2

While Oregon has had a historically high minimum wage, Klamath County has not yielded economic improvements nor has its workers. Klamath County's unemployment rate of 7.9% has consistently exceeded the state's 5.4%. However, in the past year, Klamath County has shown signs of improvement by adding 430 jobs. As a county on the cusp of economic improvement, raising minimum wage could create a hardship on our local businesses by hampering their ability to absorb the increased costs thus hindering their capacity to compete and grow.

Sincerely,



Tom Mallams
Commissioner



Kelley Minty Morris
Chair



Jim Bellet
Commissioner

hh

Cc: via email: Senator Doug Whitsett, Representative Gail Whitsett, Representative Mike McLane



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*

Governor Kate Brown
Oregon State Capital
900 Court St. NE, 160
Salem, OR 97310

RE: Opposing Oregon Minimum Wage Increase

Dear Governor Brown:

As our local economy and state economy show signs of improvement, we ask that you do not place additional burdens on our small businesses and county governments, nor on the backs of the working class by implementing a statewide minimum wage increase. What works in Portland does not necessarily work for rural Oregon; labor market competition does a good job of setting wages in each region. While it may be perfectly appropriate for a \$15 minimum wage in urban areas such as Portland, it will be difficult to sustain in Wasco County.

In addition, a minimum wage increase would cause many workers to lose their eligibility for the Oregon Health Plan, childcare subsidies, and other aide services. This would create a situation where even though workers earn an increased income, they are forced to payout that additional income and more in increased health care and daycare costs – effectively delivering a pay decrease. Increasing Oregon's minimum wage will cause the same people who are currently struggling to make ends meet to be significantly worse off than they already are.

Wasco County's unemployment rate is relatively low compared to the State average; raising the minimum wage could create a hardship on our local businesses and result in lay-offs with a significant increase to local unemployment rates.

We urge the State to withdraw their proposed increase to Oregon's minimum wage – its only beneficiaries are the politicians who use it to gain votes from those who do not understand the real consequences.

Respectfully,
Wasco County Board of Commissioners

Rod L. Runyon, Chair

Scott C. Hege, County Commissioner

Steven D. Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
FEBRUARY 17, 2016**

CONSENT AGENDA

1. [Minutes](#)
2. [Reappointments](#)

Consent Agenda Item Minutes

- [1.20.2016 Regular Session Minutes](#)
- [2.3.2016 Regular Session Minutes](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JANUARY 20, 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.

Public Comment/Department News

PUBLIC WORKS

Public Works Director Arthur Smith announced that the 2015 final SAIF report confirms Public Works' second year with no accidents or claims. He pointed out that the 2013 report included only one incident occurring during the first week in January which means they have successfully completed 36 consecutive months with no accidents or claims. He pointed out that considering the safety sensitive nature of the work, the statistic is impressive. He credited Jeff McCall and his crew with the culture of safety that has been developed.

COUNTY CLERK

County Clerk Lisa Gambee announced that the office trade between the Clerk and Assessor's offices was completed last weekend. She noted that this is the first time in more than 100 years that the Clerk's Office has been moved. She stated that although space is still very tight for the Assessor's staff, they now have regular desk space. She

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JANUARY 20, 2016
PAGE 2

thanked all those who helped with the move, including the County Administrator and Commissioners. She appreciates the budget to make the move; it has made a big difference for both offices.

Commissioner Hege asked if the Clerk's office is fully functional. Ms. Gambee replied that it is although there is still a punch list of items that need to be completed. Commissioner Hege asked how the public will gain access to the historical records archive still located in what is now the Assessor's space. Ms. Gambee stated that a member of the Clerk's staff will escort the public to the archives and sign them in; a member of the Assessor's staff will sign them out. She added that there is still some clean up to do in the vault where items had been staged during the move. She said that during the move, staff was located in Room 302 to meet the needs of the public. She reported that people are still going to the wrong office space but that will get better over time; Facilities has added extra signage to help direct the public.

Discussion Item – Veterans Outreach

Work Source Oregon Disabled Veterans Outreach Program Specialist Jennifer Borne invited the Board to attend sessions with Returning Veterans Outreach Coordinator Casey Curry who will be in town to meet with County/City government and medical providers to partner for pro bono slots for veterans, active duty members, reserves and family members for care. She announced that Donna Henderson of Maupin is providing counseling through this program. She said that the meetings will be held on January 27th at noon and 1:00 p.m.

Commissioner Hege asked if this is a national or state program. Ms. Borne replied that it is a state program. She announced that the 27th is her last day with Work Source; she has accepted a position in Hood River as a probation officer. She said that she is excited and sad all at once and hopes to stay involved with veterans although she will be resigning from the Veterans Services Advisory Committee.

Discussion Item – ODE IGA

Planning Director Angie Brewer explained that this is a renewal of an existing IGA with the Oregon Department of Energy; it outlines how staff resources are spent to review energy sitings and how the County gets reimbursed for that work. She said that the agreement renews every two years; there was an earlier version of this agreement last summer but it has been revised and reviewed by County Counsel. She added that there has been no siting reviews in the interim.

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JANUARY 20, 2016
PAGE 3

Chair Runyon asked if there have been any significant changes since the last renewal. Ms. Brewer replied that there are no substantive changes, just updated citations.

{{{Commissioner Kramer moved to approve Oregon Department of Energy IGA 15-056. Commissioner Hege seconded the motion.}}

Commissioner Hege asked if there is a rate for the work. Ms. Brewer replied that it is up to \$5,000.00 but does not list a rate. Mr. Stone reported that in the past we have billed at our current rate. Ms. Brewer added that the special project rate is \$76 which is where the billing would start.

The motion passed unanimously.}}

Discussion Item – Determination of Exemption

Mr. Stone explained that this document is part of the Community Development Block Grant process for the Mid-Columbia Center for Living construction project. Part of that process is qualifying for a NEPA exemption for certain parts of the work; it is a cost and time-savings exemption that we want. He said that this could not be done until the IFA contract, which came in completed yesterday, was fully executed. County Counsel Kristen Campbell added that it is applicable and accurate.

Commissioner Hege observed that this exemption is for the grant administration and environmental study. Mr. Stone confirmed saying that the phases are categorized and this one meets the requirements for these exemptions.

{{{Commissioner Hege moved to approve the Determination of Exemption for Grant Administration and Labor Standards associated with the Mid-Columbia Center for Living Mental Health Clinic Construction CDBG Contract C15007. Commissioner Kramer seconded the motion which passed unanimously.}}

Discussion Item – MCEDD IGA for CDBG Grant Administration
--

Mr. Stone stated that this is part of the original Mid-Columbia Center for Living Community Development Block Grant project scope for grant administration to ensure we are doing it correctly and are compliant with federal standards; there is an extensive list of requirements in the scope of the CDBG contract. He pointed out that this is not MCEDD's first CDBG; they are probably the foremost authority in the Gorge.

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JANUARY 20, 2016
PAGE 4

Commissioner Hege noted that changes to this contract were sent to the Board yesterday to include Section 3 CDBG Language: “MCEDD shall complete the required Section 3 report form 60002 included as Exhibit 5C of the CDBG Grant Management Handbook and submit the completed form to the County with the final pay request for the project.”

{{{Commissioner Hege moved to approve the MCEDD IGA for CDBG Grant Administration with the aforementioned amendment. Commissioner Kramer seconded the motion which passed unanimously.}}}

Consent Agenda – 12.28.2015 & 1.6.2016 Minutes

Commissioner Kramer noted that the name “Arrino” was misspelled in the January 6th minutes.

{{{Commissioner Hege moved to approve the Consent Agenda with noted corrections to the 1.6.2016 minutes. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion Item – Night Sky

Commissioner Kramer stated that he does not believe that LED is the emerging technology; LEP is what is coming. He said that he would like to see more research – he likes the idea but wants more information. Chair Runyon concurred saying that he would not be prepared to take action without talking someone associated with the project.

*****The Board was in consensus to move the Night Sky Project forward to an upcoming agenda to allow time for more information gathering.*****

Agenda Item – East Cascade Work Force Investment Board (WCWFIB)

East Cascade Work Force Investment Board Executive Director Heather Ficht announced that she is here to provide an overview of the ECWIB. She introduced her staff – Liz Casey and Lauren Arbuckle – and Oregon Employment Department Economist Damon Runberg. She stated that the ECWIB is the largest and most populous Work Force Investment Board region in the state; they are based in Bend and cover ten counties. MCCOG is delivering services in the northern part of the region.

Ms. Ficht went on to say that their funding is federal money distributed through the Work Force Act to provide training for the workforce; ECWIB partners with the

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JANUARY 20, 2016
PAGE 5

Employment Department which focuses on placement. Commissioner Kramer will be part of the process. Mr. Runberg is here to talk about supply and demand. Mr. Runberg stated that he is fairly new to the area and still learning. He is going to talk about the three labor sheds; a labor shed is the area from which an employer can pull labor. For instance, a worker from Bend is unlikely to commute to the Gorge area. There are three labor sheds within the ECWIB; it is a challenge for the Work Force Board to find solutions for the three areas at once.

Mr. Runberg went on to review his presentation (attached). He explained that the Gorge area had shallow recession compared to the central and southern areas which both experienced significant recessions; central Oregon dropped, stayed low for a while and then rose quickly, recovering completely while southern Oregon counties dropped and have not recovered.

Commissioner Hege asked what is happening in central Oregon that creates the growth. Mr. Runberg replied that before the recession it was construction that supported the robust economy; tourism led the recovery and all others followed. He added that Hood River and Wasco Counties are big employment bases for the Gorge and the trend is smooth. He said that Wasco took more of a hit in the recession than Hood River but nothing major; there is a lower level of unemployment in Wasco than most of the state – the reason is the agricultural component of the economy. Deschutes County has more non-farm jobs than all the others combined – it is a metropolitan county with a larger population. He stated that agriculture is what makes Wasco unique but manufacturing and construction are both up significantly.

Chair Runyon stated that he began attending the Oregon Consortium meetings when he was elected; Commissioner Kramer stepped in after taking office. He asked what the status of that group is now. Ms. Ficht replied that the Consortium was an unwieldy group of 27 noncontiguous counties. They are currently only managing the accounting services for the Investment Board, they have a year to dissolve – accounting services will be transitioned to a new entity or brought in-house.

Chair Runyon said that not all the rural counties were in favor of the change; some felt that they lost power in negotiations with the State. Ms. Ficht acknowledged the valid concern and said that she hopes that with fewer counties to serve, ECWIB will be able to provide more attention and better customer service. She announced that there will be a strategic planning session on February 4th – all are welcome.

Ms. Casey, Transition Coordinator from the Consortium to the ECWIB, said that the

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JANUARY 20, 2016
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year transition time was to ensure that funds were transferred properly, audits are complete and all are compliant with the law.

Ms. Ficht said that the goal is to reduce duplication of effort and increase alignment. Funding is from the state; the northern region gets less funding due to their low unemployment rates. She said that on the 4th they will inform and decide on the mission, vision and goals which must align with the State. Following that process, they will come sub-regionally to each area to determine what the focus sectors should be - each area will have a different need. Once those areas have been identified, there will be action team meetings.

Chair Runyon pointed out that the Consortium had exclusively represented rural Oregon; he said that he hopes the rural counties will still have a voice. Ms. Ficht asked what he believes success would encompass. Chair Runyon replied that he wants equity in treatment and a political voice for the rural counties.

Mr. Runberg agreed saying that he also believes that is important. He said that he thinks the outcomes of this process will be more specific to each area's needs. Ms. Ficht added that they are working closely with the other three boards to share services whenever possible.

Commissioner Kramer noted that there was a long meeting with MCCOG's Executive Director Bob Francis regarding the Investment Board finances; he believes it was worked out to everyone's satisfaction. Ms. Ficht concurred. Commissioner Kramer thanked the local agency members for their attendance today; he said there is a lot of work to do; they will work with local groups to further the project.

Agenda Item – Wasco County Website

Interim Information Services Director Paul Ferguson stated that he has been working on this for a couple of years in anticipation of the budget to update the County's website. The first step is to select a vendor. He has been reaching out to vendors over that period of time and then formed a group of internal site users who most actively edit on our site – Brenda Jenkins, Jaime Solars and Kathy White. County Clerk Lisa Gambee was added to the team as a natural fit to address the branding component of the new site. He said that three vendors were brought in to provide demonstrations and answer questions – Revize, Civic Plus and Aha. He reported that he also talked to the County's current provider who did not feel they have the content management we are looking for.

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Mr. Ferguson reported that all three vendors had similar features; it came down to ease of use and what we would get should we decide to leave. He stated that Revize won the day as they would let us have the entire system should we leave while the others would only give us web pages. He pointed out that they also gave us the lowest price. He noted that one vendor that was set aside due to cost came back with a \$20,000 lower bid which was a red flag; the team was apprehensive that they would try to recover those costs with an expensive refresh/renew in a few years.

Mr. Ferguson said that Revize predicts a 15-week timeline, but it will be longer as we do the branding work. He said that he is here to recommend Revize and answer questions. He said that he has the agreement but it is being reviewed by County Counsel. It has also not been through Finance but comes in under-budget – the starting price is \$13,180 with an \$1,800 annual fee which is slightly higher than what we pay for a hosting service now.

Commissioner Hege asked if Revize provided references. Mr. Ferguson replied that he called references for all three and reviewed the websites they have for other government entities; they were so close in what they provided that the references became even more important. He added that he called clients other than just those on the list of references.

Commissioner Hege asked if they will incorporate Google analytics. Mr. Ferguson replied that they would and also for social media – analytics will be a big part of it. He said that the team also wanted a responsive web design that will interface well on mobile devices.

Mr. Ferguson went on to say that \$20,000 had been budgeted for this process. He said that we want a five-year contract as they do a refresh at the beginning of the fifth year. Chair Runyon asked if they have any other websites in Oregon. Mr. Ferguson replied that we would be their first in Oregon.

Chair Runyon asked who would be updating the site. Mr. Ferguson responded that it would be similar to how it is now but much more user-friendly. He said we will be able to assign people to do whatever page you want them to update; there will be no extra programs to install. He stated that it can be set up so that one person does the editing and someone else can approve it before it goes live. He added that content can be set up to expire automatically which will save time and improve efficiency. He stated that there will be templates to keep the branding consistent.

Ms. Gambee stated that we have outdated content because we are all busy and no

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one is really responsible for overseeing that; there will be three key elements that a group should review periodically.

Mr. Ferguson said that the team is asking for Board approval to move forward with Revize; the contract will come back at a future session. He said that he expects some additional costs for the branding piece.

Chair Runyon asked if there will be ways for municipalities to post on our site. Mr. Ferguson replied that he thinks we will have that capacity. Ms. Gambee reported that the team looked at how each county promoted their geographic area as well as functioning as a government – we need to do both and do a better job of promoting Wasco County the geographic area. Chair Runyon agreed saying that we should be a public relations vehicle for all our communities.

Mr. Stone stated that this is a good example of an effective project team. He said that he has taken a backseat in the process and from what he can see the team has done a great job.

Commissioner Hege said that all the vendors were impressive and although he was interested in local, this proposal looks good. Mr. Stone said that the option to refresh is good – it is basically a rebuild of the site and we will get to do that at no cost.

*****The Board was in consensus for Information Systems to move forward with Revize as the vendor to create and maintain a new website for Wasco County.*****

Chair Runyon called a recess at 10:26 a.m.

The session reconvened at 10:31 a.m.

Agenda Item – Proposed South Wasco Park and Recreation District
--

Keith Mobley said that they are here through direction from the Board given at the 1.6.2016 session. He said that the group needed to accomplish several things to bring back to the Board, the first of which is the legal description of the proposed district. He stated that the County has a great Surveyor and GIS Coordinator who were able to accomplish that.

Secondly, resolutions stating a desire to be included were needed from Shaniko, Antelope and Maupin or a statement saying they did not want to be included. Mr. Mobley thanked Commissioner Kramer for making trips with him to each municipality. He said that reception was good at all three and they have provided

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resolutions to be part of the proposed district.

Chair Runyon asked about the current funding for Maupin's city park. Mr. Mobley said that had been a concern; Oregon law provides the option for withdrawal but Maupin has included language in their resolution to insure they can withdraw if they feel it is necessary. He said that the group will not move forward without the cooperation of the three cities being included in the district.

Lastly, Mr. Mobley said that an order for initiation was needed; that has been drafted with the help of Ms. Gambie and County Counsel. That is before the Board today with the request to approve and set a public hearing in Wamic.

Chair Runyon noted that there had been concerns regarding the timeline. Ms. Gambie stated that after the last session they looked at the timelines; the hope had been to get on the May ballot but we could not meet those requirements. She said that if the proposed district is formed, board seats will be on the November ballot; in the meantime, an advisory committee will be formed to work on bylaws and grant funding with the Board of County Commissioners oversight/approval.

Ms. Gambie reported that they have sent out applications for interest in serving on the advisory committee; there has already been interest expressed. She added that there is a separate group working on the design of the boat ramp and to look at what grants are available; the group would like to be able to apply for funding this year.

Commissioner Hege asked if there are operations issues without a formally elected board. Mr. Mobley replied that he does not believe there is. County Counsel Kristen Campbell added that this is one of the least detailed chapters of the ORS; the impact will be grant-specific.

Mr. Stone added that the granting agencies have been involved in this process and know it is coming; even if they have some heartburn, we will ask them to work with us.

Commissioner Hege asked that the map be attached to the order.

Commissioner Kramer said that he is excited about the level of participation in this initiative.

{{{Commissioner Kramer moved to approve Order 16-001 initiating the formation of South Wasco Park and Recreation District with the addition of the map. Commissioner Hege seconded the motion which passed unanimously.}}}

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Ms. White noted that the hearing would have to be set no sooner than the day after the next scheduled Board session. She suggested that they not move the session to the same day as had been discussed; the hearing will be in Wamic in the evening and it would be difficult to schedule presenters to come at that time. She noted that there is also a Town Hall scheduled in Mosier on the evening of the 17th. The Board agreed.

Ms. Gambie stated that there will be a second hearing needed at least 20 days after the first; we can discuss the logistics of that during the first public hearing. She said that she hopes to have applications for the committee returned by the first hearing and will invite applicants to come speak to the Board.

Mr. Mobley, Mike Davis and others in the audience thanked the County staff for their help in putting this together and stated that they appreciated the Board holding the hearing in the southern part of the County.

Commission Call

Commissioner Kramer said that he will be meeting with OWIB to go over tomorrow's meeting and become familiar with the process. He said he wants to meet with local business leaders to identify needs. He asked his fellow Commissioners to help identify individuals he should contact.

Commissioner Kramer stated that Ron Schneider has agreed to be the forest industry representative on the Forest Collaborative; they now have a full board. He added that the Collaborative has now been funded.

Chair Runyon said that as co-chair of the Veterans Committee for the Association of Oregon counties he was asked to testify before the Legislative Committee on Veterans Affairs. He stated that he and others were there to remind the decision-makers that the county Veterans Service Officers are doing an exemplary job; for every dollar the state puts into the Veterans Service Offices, \$77 of federal benefits are returned directly to Oregon citizens – that money turns over three or four times before it leaves the state. More presentations will be made to other committees in the legislature to help support the work that is being done.

Chair Runyon adjourned the session at 10:52 a.m.

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Summary of Actions

Motions Passed

- To approve Oregon Department of Energy IGA 15-056.
- To approve the Determination of Exemption for Grant Administration and Labor Standards associated with the Mid-Columbia Center for Living Mental Health Clinic Construction CDBG Contract C15007.
- To approve the MCEDD IGA for CDBG Grant Administration with the aforementioned amendment.
- To approve the Consent Agenda with noted corrections to the 1.11.2016 minutes.
- To approve Order 16-001 initiating the formation of South Wasco Park and Recreation District with the addition of the map.

Consensus

- To move the Night Sky Project forward to an upcoming agenda to allow time for more information gathering.
- For Information Systems to move forward with Revize as the vendor to create and maintain a new website for Wasco County.

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

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.

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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.

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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.

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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

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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
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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
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**{{{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.**

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- **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

Consent Agenda Item Reappointments

- [Staff Memo](#)
- [Wasco County Wolf Depredation Committee](#)
 - [Order 16-002 Reappointing Mike Urness](#)
 - [Order 16-003 Reappointing Brandon Ayers](#)
- [Veterans Services Advisory Committee](#)
 - [Order 16-009 Reappointing Andretta Schellinger](#)
 - [Order 16-010 Reappointing Matthew Larsell](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: REAPPOINTMENTS
DATE: 2/12/2016

BACKGROUND INFORMATION

Virtually all of the appointments made by the Board of County Commissioners expire at the end of June or the end of December at the end of their term. At the December The Board adopted dozens of reappointments at the December 16, 2015 Session. Somehow, I missed the end of the alphabet and therefore the appropriate reappointments for the Wolf Depredation Compensation Committee and the Veterans Services Advisory Committee were not brought to the Board with the other reappointments.

Re-appointees for both groups are willing to continue to serve and their reappointments are supported by the committees on which they serve.

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT)	
OF MIKE URNESS TO THE WASCO COUNTY)	ORDER
WOLF DEPRADATION COMPENSATION)	#16-002
COMMITTEE)	

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

IT APPEARING TO THE BOARD: That ORS 610.150 requires Counties participating in the Wolf Depredation Compensation and Financial Assistance Grant Program to establish a Wolf Depredation Compensation Committee; and

IT FURTHER APPEARING TO THE BOARD: That the Committee is to consist of one County Commissioner, two livestock producers, and two conservationists; and

IT FURTHER APPEARING TO THE BOARD: That the above outlined committee is to recommend for appointment/reappointment to the committee two members of the business community; and

IT FURTHER APPEARING TO THE BOARD: That Mike Urness has been recommended for reappointment by the Committee and is willing and qualified to be reappointed to the Wasco County Wolf Depredation Compensation Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Mike Urness be and is hereby reappointed to the Wasco County Wolf Depredation Compensation Committee as a representative of the business community; said term to expire on December 31, 2017.

DATED this 17th day of February, 2016.

WASCO COUNTY BOARD
OF COMMISSIONERS

Scott C. Hege, Commission Chair

Rod L. Runyon, County Commissioner

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT)	
OF BRANDON AYERS TO THE WASCO COUNTY))	ORDER
WOLF DEPRATDATION COMPENSATION)	#16-003
COMMITTEE)	

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

IT APPEARING TO THE BOARD: That ORS 610.150 requires Counties participating in the Wolf Depredation Compensation and Financial Assistance Grant Program to establish a Wolf Depredation Compensation Committee; and

IT FURTHER APPEARING TO THE BOARD: That the Committee is to consist of one County Commissioner, two livestock producers, and two conservationists; and

IT FURTHER APPEARING TO THE BOARD: That the above outlined committee is to recommend for appointment/reappointment to the committee two members of the business community; and

IT FURTHER APPEARING TO THE BOARD: That Brandon Ayers has been recommended for reappointment by the Committee and is willing and qualified to be reappointed to the Wasco County Wolf Depredation Compensation Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Brandon Ayers be and is hereby reappointed to the Wasco County Wolf Depredation Compensation Committee as a representative of the business community; said term to expire on December 31, 2017.

DATED this 17th day of February, 2016.

WASCO COUNTY BOARD
OF COMMISSIONERS

Scott C. Hege, Commission Chair

Rod L. Runyon, County Commissioner

Steven D. Kramer, County Commissioner

APPROVED AS TO FORM:

Kristen Campbell
Wasco County Counsel

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT)	
OF ANDRETTA SCHELLINGER TO THE)	ORDER
WASCO COUNTY VETERANS SERVICES)	#16-009
ADVISORY COMMITTEE.)	

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

IT APPEARING TO THE BOARD: That the Wasco County Veterans
Services Advisory Committee shall consist of seven persons who shall be
appointed by the Wasco County Board of Commissioners; and

IT FURTHER APPEARING TO THE BOARD: That Andretta
Schellinger’s term on the Veterans Services Advisory Committee expired
December 31, 2015; and

IT FURTHER APPEARING TO THE BOARD: That Andretta Schellinger is willing and qualified to be reappointed to the Wasco County Veterans Services Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Andretta Schellinger be and is hereby reappointed to the Wasco County Veterans Services Advisory Committee for a term to expire December 31, 2017.

DATED this 17th day of February, 2016.

WASCO COUNTY BOARD
OF COMMISSIONERS

APPROVED AS TO FORM:

Rod Runyon, Commission Chair

Kristen Campbell
Wasco County Counsel

Scott Hege, Commissioner

Steve Kramer, Commissioner

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT)	
OF MATTHEW LARSELL TO THE)	O R D E R
WASCO COUNTY VETERANS SERVICES)	#16-010
ADVISORY COMMITTEE.)	

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

IT APPEARING TO THE BOARD: That the Wasco County Veterans
Services Advisory Committee shall consist of seven persons who shall be
appointed by the Wasco County Board of Commissioners; and

IT FURTHER APPEARING TO THE BOARD: That Matthew Larsell's
term on the Veterans Services Advisory Committee expired December 31, 2015;
and

IT FURTHER APPEARING TO THE BOARD: That Matthew Larsell is willing and qualified to be reappointed to the Wasco County Veterans Services Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Matthew Larsell be and is hereby reappointed to the Wasco County Veterans Services Advisory Committee for a term to expire December 31, 2017.

DATED this 17th day of February, 2016.

WASCO COUNTY BOARD
OF COMMISSIONERS

APPROVED AS TO FORM:

Rod Runyon, Commission Chair

Kristen Campbell
Wasco County Counsel

Scott Hege, Commissioner

Steve Kramer, Commissioner

Agenda Item
Executive Session

Pursuant to ORS 192.660 (2)(h) Conferring with Legal Counsel
regarding litigation.

- [No documents have been submitted for this item](#)
[– RETURN TO AGENDA](#)

Agenda Item
Sheriff's Department
9-1-1 Manager Salary Request
Retirement Announcements

- [No documents have been submitted for this item](#)
[– RETURN TO AGENDA](#)

Agenda Item
Economic Development Commission
Enhancement Projects

- [Prioritized 2016 Wasco County Community Enhancement Projects/EDC Committee Focus Report](#)

WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION

515 East Second Street The Dalles, OR 97058 ♦ 541-296-2266 ♦ www.co.wasco.or.us/county/wcedc

To: Wasco County Board of Commissioners

From: Carrie Pipinich, Wasco County EDC staff

Date: February 10, 2016

Subject: Prioritized 2016 Wasco County Community Enhancement Projects + EDC Committee Focus

Action Requested:

- The Wasco County Economic Development Commission requests approval by the Wasco County Board of Commissioners of its prioritized list of 2016 Wasco County Community Enhancement Projects.
- The EDC also requests input on their 2016 sub-committee formation.

Community Enhancement Projects

The EDC conducts a process of analyzing projects in the County which have the potential to advance opportunities for economic development. This process has several purposes:

- 1) Supports the EDC in identifying gaps in the community economic development ecosystem.
- 2) Allows direction for EDC staff and committee resources, if appropriate, to support grant writing, capacity building and other technical assistance.
- 3) Provides recognition to outside entities and funders that these projects are community and regional priorities.
- 4) Brings projects to the attention of MCEDD and the State Regional Solutions Teams to bring additional federal and state resources and support to address barriers and challenges.

This year the Wasco County EDC received information regarding 28 community economic development projects from 12 entities located throughout Wasco County. Project sponsors presented their projects to the EDC on January 14, 2016. The EDC then individually ranked each project based on: addressing specific economic development challenges or opportunities; effectiveness related to impacting community capacity and/or job creation; community support; funds committed; and project readiness for technical assistance. These scores were compiled and then reviewed by the full EDC at their February 4, 2016 meeting.

The attached Wasco County Community Enhancement Projects list is a result of both the individual rankings and EDC revision after significant discussion at their February meeting. Considerations for revising prioritization included:

- Prioritizing projects with significant economic development impacts over those with community development impacts.
- Highlighting projects key to Wasco County's long term economic development.
- Recognizing that, at the most basic level, economic development is incredibly challenging without developable land with adequate infrastructure.

- Acknowledging the list as a tool highlighting priorities both to funders and with congressional and state legislative delegations.

Please review the attached rankings, and make any revision recommendations before acknowledging the list. After acknowledgement, the list will then flow into the MCEDD process for its annual update of the Regional Comprehensive Economic Development Strategy.

2016 Wasco County EDC Committee Formation

As part of the implementation of the EDC's role transition completed last spring, staff worked with EDC Commissioners to also update the way the Commission completes its work. In conjunction with the information gathering completed through the Community Enhancement Projects process as well as additional discussion of economic development opportunities and challenges in Wasco County, the EDC identifies several key focus areas for the year. Around these focus areas, the EDC creates sub-committees that provide technical assistance to specific projects or address broader opportunities.

During 2015, the EDC had the following committees that they propose carrying forward into 2016:

- **Wamic Water and Sanitary:** EDC staff and Commissioners Joan Silver and Greg Johnson worked with WWSA to submit a successful grant application to support creation of an updated system needs assessment and bring in additional resources with RCAC for board training. In 2016, the committee will work with WWSA through drafting the needs assessment, current grant compliance, and identifying and seeking resources to implement the assessment's recommendations.
- **Mosier Committee:** Commissioners Terry Moore and Gary Grossman and EDC staff worked with the City of Mosier to provide letters of support and technical assistance for several projects. The City was awarded grants to complete a TSP and an updated water system assessment that will highlight a strong strategy to address concerns about back up water supply and new development opportunities. They also moved forward discussions about the potential for a joint City Hall/Fire Station facility and have been awarded funds to begin design for the facility. In 2016, the committee will continue to work with the City and Fire Department around this project, engage in the TSP update process, and support the City through implementation of water system needs assessment recommendations.
- **Dufur Committee:** EDC Staff and Commissioners Mary Kramer and Kathy Ursprung have worked with the City of Dufur focused on efforts to support addressing their water system needs. The Committee has connected the City to potential funding sources for conducting a system assessment and begun gathering basic system information into a summary for use as funding is sought. In 2016, the Committee would like to work with the City toward addressing their water system concerns, explore interest in technical assistance for the Dufur Parks & Recreation District around their RV Park restroom replacement project, and support opportunities for appropriate business development in the community.
- **Open for Business Committee:** Commissioners Kathy Ursprung, Fred Justesen, Nan Wimmers, and Daniel Hunter have worked with EDC staff to explore opportunities for several projects throughout the year. The group conducted outreach around potential web development support for local communities to create a more robust online presence around economic development and created draft business siting guides for Dufur and

Maupin. To build upon this work in 2016, the group would like to create and implement an outreach strategy for the business siting guides, host a technical assistance workshop for local communities interested in adding to their web presence, and work to create a road map for business development organizations that highlights key skill sets and partnership opportunities as each supports this important activity with their own tools.

- **Broadband:** EDC Staff and Commissioners Frank Kay and Stan Kelsay worked with Q-Life, SWA, and other local stakeholders to develop and support a project to access fiber and additional bandwidth in the community of Maupin; conducted demand and asset studies to support this process; engaged with communities, ISPs, and legislative staff around Connect America Funds coming into the County between 2016 and 2021; hosted a WebWorks Forum in Maupin to highlight the role broadband can play for businesses and organizations in the community. In 2016 the Committee will continue to support these ongoing efforts as well as identify opportunities to support increased connectivity throughout South Wasco County.

In addition to the continuation of the current committees, the EDC requested further exploration of opportunities to contribute to the local and regional conversations around workforce development. Staff and the Open for Business committee plan to discuss the ongoing processes with our local representatives and identify if there are opportunities to support.

Staff request input from the Board of County Commissioners on the activities the EDC would like to undertake this year. The efforts listed above will be the focus of our work, but the EDC will also be flexible and proactive in working on other priority economic development items for the County as they develop.

Attachment:

2016 Community Enhancement Project Ranking Recommended by the EDC

To see additional detail on any of the projects listed above, contact EDC staff.

Priority	Project Sponsor	Project
1	City of Mosier	<p><u>Well #5</u> The City currently is relying on one well for all of its supply needs. For this reason the City is vulnerable to a water outage due to failure of its sole source of supply (Well No. 4). The State required the City to decommission its Well No. 3 in 2012 due to commingling aquifer problems. The decommissioning of Well No. 3 eliminated the City's backup source of supply. As a result, the City's water system is extremely vulnerable to a water outage if Well No. 4 fails for any reason. In addition, Mosier's Well No. 4 taps into the Priest Rapids aquifer; this aquifer is declining rapidly and its long-term sustainability is in question. Mosier is growing relatively rapidly with over 40 new lots, in 2 subdivisions, available for development. A new well is the City's highest infrastructure priority.</p>
2	Wamic Water & Sanitary District	<p><u>Wamic Water System Update and Reservoir Replacement</u> The Wamic Water and Sanitary Authority currently has an old system that is being replaced pipe by pipe with repairs. They also have a holding pond that stores approximately 16,000 gallons of potable water. If there is a fire incident, this is not enough water to support the system and fight the fire. As a result, resident's fire insurance rates are incredibly high. To address this situation, the WW&SA is looking to update the distribution system and build a bigger reservoir. They are currently working through a system assessment study in order to determine the best approach to moving this project forward. This study will be completed this year, and WWSA will begin seeking resources to support its implementation.</p>
3	City of Dufur	<p><u>Dufur Water System Assessment</u> The City of Dufur's water system is fed by one well in town, and one well out of town, with a backup well in place. The main well that feeds the City is an artesian well that has had some challenges with pressure over the last several years. These issues have brought up concerns about the long term capacity of the system, so the City is looking to update their water system assessment to identify steps needed to support their current population, and potential growth.</p>
4	City of The Dalles	<p><u>Dog River Pipeline Upgrade</u> The existing Dog River pipeline, which is an important component of The Dalles' public drinking water supply and currently transports over 50% of the City's annual water supply, was constructed in the early 20th century. It is a 3.5 mile long wooden pipeline that consists of milled pieces of fir that were assembled in a circular shape and wrapped with heavy-gauge wire and coated with tar. Over the past 100 years, this pipe has deteriorated, is leaking from tree damage, and exhibiting corrosion. Because the pipe is in poor condition, the City plans to replace it in 2017-18. The new pipeline is planned to be</p>

		constructed of 24-inch-diameter ductile iron pipe, larger than the existing 20-inch wooden pipe. The capacity of the pipeline will increase from 8 to 17 million gallons per day to supply future municipal water demands.
5	City of The Dalles	<u>Urban Growth Boundary Expansion</u> The City of The Dalles is conducting periodic review as required by state law. The Dalles is exploring other lands that can be used for industrial purposes that are not constrained by the existence of vernal pools and wetlands.
6	Mid-Columbia Medical Center	<u>MCMC Hospital Expansion</u> Mid-Columbia Medical Center has embarked on a \$55 million expansion and modernization project. The current hospital was built in several stages, the original structure was constructed in 1959 and the newest addition was in the 1990's. It is currently 111,000 gross square feet. It is not able to accommodate changes in technology and new code requirements, nor is it large enough to accommodate future growth. The solution is to add a 113,000 gross square foot patient tower that will enhance and transform care in the Mid-Columbia region for a facility total gross square foot of 224,000. The Emergency Department and Diagnostic Imaging Department will also be updated and expanded. The project represents a \$55 million expansion and modernization of a \$30 million asset. Construction is scheduled to begin the second quarter 2017 and will conclude by the end of 2018. During construction, 125 craft workers and a total of 500 will be employed to work on the project.
7	City of Mosier	<u>Mosier Bike Hub (part of Gorge Hubs regional system)</u> The Historic Highway communities of The Dalles, Mosier, Hood River, Cascade Locks, Troutdale, and Wood Village are all currently in various stages of developing Recreational Hubs within their urban centers. Each Hub may feature many different amenities such as drinking water, wayfinding information, interpretive panels, rest rooms, shade, picnic tables, seating, bike parking, lockers, solar charging stations, and U-Fix-It Bike Stations. The Hub may also include public art and can display a community's own unique characteristics and style. The Hubs have worked with Travel Oregon and the Transportation Growth Management programs to plan for locations and design of each hub. They have also received a Cycle Oregon Grant to build the informational kiosks. The City of Mosier is seeking additional resources for finishing their Hub as well as working with others throughout the system on collective applications where appropriate.
8	Civic Auditorium	<u>Theatre Renovation</u> The Dalles Civic Auditorium was built in 1921, as a memorial to the veterans. It shows foresight in providing a community center with space for every pastime of the era. While the Ballroom, Fireside Room and Gymnasium (now referred to as the Community room) have already been restored, the theatre auditorium requires major acoustics design in Oregon. Completed, it will seat from 900 to 1,000 on two levels. It has one of the best acoustics design in Oregon. It needs to be restored to its original 1921 elegance with state of the art

		<p>theatre technology. The result would produce the only such venue between Portland, and Boise. The revenue generated from a fully functioning theatre would ensure the survival of the Civic and provide an economic benefit to the community.</p>
9	City of The Dalles	<p><u>Chenowith Area Storm Sewer</u> The Chenowith area of The Dalles is a flat region possessing high water tables. Storm water runoff has been a problem for many years but with increasing development pressures, the problem is magnifying. The first phases of the project are designed at the conceptual level in the City's Storm Water Master Plan. Final engineering and construction could begin as soon as funding is available.</p>
10	Mid-Columbia Senior Center	<p><u>Uplifting Elevator Project</u> The Uplifting Elevator Project will install an elevator and remodel the building entrance at the Mid-Columbia Senior Center in order to improve access to the downstairs for individuals with limited mobility. The project will cost \$380,000 of which \$300,000 has already been raised. The architectural drawings have been completed and the Mid-Columbia Senior Center is currently engaged in a local fundraising campaign to raise an additional \$80,000.</p>

Additional Projects Not Ranked:

- South Wasco County Library and Civic Center, City of Maupin
- Dufur City Park-West-End Restroom Replacement, Dufur Parks & Recreation District
- City of Mosier Strategic Plan, City of Mosier
- Youth Empowerment Shelter
- Dufur City Park-Fitness Trail, Dufur Parks & Recreation District
- Mill Creek Greenway, City of The Dalles
- New Terminal/FBO Building, Columbia Gorge Regional Airport
- Construction of Aircraft De-Icing Area, Columbia Gorge Regional Airport
- Community Harvest Food Co-op Grocery Development, Community Harvest Food Co-op
- West 6th Street Widening/Traffic Signals, City of The Dalles
- Fire/Burglar Alarm System Repair and Upgrade, Discovery Center
- Downtown Parking (Note: Contingent on Granada Block Development), City of The Dalles
- Lewis and Clark Rock Fort Improvements, City of The Dalles
- Downtown Streetscape Improvements, Phase III (Note: Contingent on Granada Block Development), City of The Dalles
- The Dalles-Wasco County Community Curation, City of The Dalles

Agenda Item

Wasco County Owned Land Policies

- [Sale of Tax Foreclosed and Surplus Real Property Policy](#)
 - [Procedure A Sale of Tax Foreclosed and Surplus Real Property](#)
 - [Procedure B Sale to Prior Owner of Record](#)
 - [Procedure C Public Auction](#)
 - [Procedure D Private Sale](#)



Wasco County
OREGON

ADMINISTRATIVE

SECTION:		POLICY
TITLE:	Sale of Tax Foreclosed and Surplus Real Property	PROCEDURES A, B, C and D
DEPT:	Finance	
ADOPTED:	2.17.2016	REVIEWED:
		REVISED:

PURPOSE: To establish policy and standards for the sale of tax foreclosed and surplus real property.

AUTHORITY: The Wasco County Board of Commissioners may establish rules and regulations in reference to managing the interest and business of the County under ORS 203.010, 203.035 and 203.111.

The Wasco County Board of Commissioners expresses the governing body's formal, organizational position of fundamental issues or specific repetitive situations through formally adopted, written policy statements.

ORS Chapter 275- (County Lands) and ORS Chapter 312- (Foreclosure of Property Liens) govern the County's process for tax foreclosure and the disposition of tax foreclosed and surplus real property.

APPLICABILITY: All county departments.

GENERAL POLICY: It is Wasco County's policy to offer parcels of tax foreclosed and surplus real property for sale to the prior owner of record, the adjacent property owners, or the general public in a fair and equitable manner for the benefit of the taxing districts and the County.

Tax foreclosed real properties are deeded to the County in accordance with ORS Chapter 312 for the nonpayment of real property taxes. Surplus real property is county owned property that was acquired by the County through purchase or donation and the Board of Commissioners has decided that the property is not required. This policy and the associated procedures shall be utilized for the sale of both tax foreclosed real property and

surplus real property.

SUBJECT: SALE OF TAX FORECLOSED AND SURPLUS REAL PROPERTY

POLICY GUIDELINES:

1. Selling Surplus and Tax Foreclosed Property: Wasco County shall sell surplus and tax foreclosed real property in accordance with ORS Chapter 275 and as set forth in this policy and the associated procedures. The Board of Commissioners will consider the best interests of the taxing districts and the County when deciding appropriate action to be taken on any sale of real property.
2. Reserves the Right to Retain: In any event, Wasco County reserves the right to retain any piece of property or any interest in a piece of property if doing so is deemed to be in the public interest.
3. Property Transfer by Quitclaim Deed: Wasco County makes no representation about the value, zoning, suitability for any purpose, building feasibility, environmental condition, wetland designation, forest zones, easements, city ordinances and regulations or any other matters. Wasco County transfers any interest it may hold in properties by quitclaim deed, not warranty deed.
4. Exceptions: The Board of Commissioners may grant exceptions to this policy. Exceptions will be based on the best interests of the public, the County, and the taxing districts.
5. Implementation: The Wasco County Owned Land Committee shall implement this policy with the review and approval of the Board of Commissioners.
6. Periodic Review: The Office of Assessment and Taxation shall review this policy at least every three years. This review may occur more often if needed and updated as necessary.

Adopted:



Wasco County
PROCEDURES

ADMINISTRATIVE

TITLE: Sale of Tax Foreclosed and Surplus Real Property		PROCEDURE A
DEPT: Finance		
EFFECTIVE DATE: 2.17.2016	REVIEWED:	REVISED:

OBJECTIVE: To establish procedures for the sale of tax foreclosed and surplus real property.

REFERENCE: Policy #2016-

POLICY STATEMENT: It is Wasco County's policy to offer parcels of tax foreclosed and surplus real property for sale to the prior owner of record, the adjacent property owners, or the general public in a fair and equitable manner for the benefit of the taxing districts and the county.

APPLICABILITY: All county departments.

PROCEDURES:

1. The Wasco County Owned Land Committee will oversee all property to be offered for sale by Wasco County.
2. A listing of real property proposed to be sold will be distributed at least annually to all county departments for review and recommendation as to whether the property is to be kept, exchanged, set aside for right-of-way or other action taken.
3. If the prior owner of record of the property indicates an interest to reacquire a tax foreclosed property, the Wasco County Owned Land Committee shall follow procedures in accordance with ORS 275.180 and as set forth in the associated Administrative Procedures, *Sale to Prior Owner of Record*.
4. The following guidelines are to be followed for all properties being considered for sale by Wasco County:
 - 4.1. All property shall be sold "AS IS". Wasco County transfers by quitclaim deed its interest in the property and makes no representation about the value, zoning, suitability for any purpose, building feasibility, environmental condition, wetland designation, forest zones, easements, city ordinances and regulations or any other matter.

- 4.2. Property sales shall be for cash or land sale contract as follows:
 - 4.2.1. Sale for a purchase price of \$5,000 or less shall be for cash only.
 - 4.2.2. Some sales may require the purchase to be cash only if the property has been advertised as “Cash Only”.
 - 4.2.3. Contracts may be offered for sales of a purchase price of \$5,001-\$9,999 and shall be paid in monthly payments for no more than 2 years.
 - 4.2.4. Contracts may be offered for sales of a purchase price of \$10,000-\$19,999 and shall be paid in monthly payments for no more than 5 years.
 - 4.2.5. Contracts may be offered for sales of a purchase price of \$20,000 or over and shall be paid in monthly payments for no more than 10 years.
 - 4.2.6. The interest rate for land sale contracts shall be set at prime rate, on the day of the sale, plus 3%. The monthly payment will be calculated by Wasco County and will include principal and interest.
 - 4.2.7. A 25% down payment is required for any land sale contract. Specific information on whether a down payment is refundable is detailed in each of the three sale categories.
 - 4.2.8. The Office of Assessment and Taxation shall review the land sale contract with the purchaser and have purchaser sign a land sale contract summary acknowledging that the purchaser understands the contract.
- 4.3. Wasco County reserves the right to refuse to enter into a contract with any buyer who has failed to perform his or her obligations on any previous purchase of real property from Wasco County.
- 4.4. Wasco County reserves the right to retain any real property or any interest in a piece of property it deems to be in the public interest to do so.
- 5. Real property shall be sold under one of the following categories:
 - a. Sale to prior owner of record
 - b. Public auction
 - c. Private sale
 - 1) Real property unsold at auction
 - 2) Sale to adjacent property owner

Procedures 2015 B, and D provide documentation of the processes for these three sale categories.



Wasco County ADMINISTRATIVE

TITLE: Sale to Prior Owner of Record	PROCEDURE: B
DEPT: Finance	
EFFECTIVE DATE: 2.17.2016 REVIEWED:	REVISED:

OBJECTIVE: To establish a procedure for the sale of tax foreclosed real property to the prior owner of record.

REFERENCE: Policy#2016

POLICY STATEMENT: It is Wasco County's policy to offer parcels of tax foreclosed and surplus real property for sale to the prior owner of record, the adjacent property owners, or the general public in a fair and equitable manner for the benefit of the taxing districts and the County.

APPLICABILITY: All county departments.

PROCEDURES:

1. The Wasco County Owned Land Committee shall submit to all departments, at least annually, a list of recently deeded tax foreclosed properties. The list is for review by departments for recommendations to keep, exchange, set aside for right-of-way, or other action to be taken with the property.
2. If a department recommends retaining a property and the prior owner of record has indicated an interest to reacquire the same property, then the Wasco County Owned Land Committee shall obtain a decision from the Board of Commissioners. If the board decides it is in the County's best interest to retain the property, then the property shall be retained and no further action will be taken. If the Board decides that the property is not required to be retained by the County and the prior owner has no interest in the property then the property shall be sold in accordance with Administrative Procedures 2016_ C and D. However if the prior owner of record has an interest in reacquiring the property, the property may be sold as described below:
 - 2.1. The prior owner of record shall request to purchase the property by submitting a letter to the Board of Commissioners, via the Office of Assessment and Taxation. The letter shall detail the specifics of why the prior owner wants to purchase and that he/she now has the financial ability to purchase the property from the County.

- 2.2. If the Board of Commissioners denies the request, the property shall be sold in accordance with Administrative Procedures 2016 _ C and D. If the Board approves the request to sell the property to the prior owner of record, the Office of Assessment and Taxation, with assistance from legal counsel, shall execute the sale.
 - 2.2.1. The sale price shall be the total of the amount of taxes and interest accrued against the property at the time the property was deeded to the County, plus any fees assessed by the tax collector and a 10% (of the purchase price) administrative fee.
 - 2.2.2. The property sale shall be for cash or land sale contract as follows:
 - 2.2.2.1. Sale for a purchase price of \$5,000 or less shall be for cash only.
 - 2.2.2.2. Contract may be offered for sale of a purchase price of \$5,001-\$9,999 and shall be paid in monthly payments for no more than 2 years.
 - 2.2.2.3. Contract may be offered for sale of a purchase price of \$10,000-\$19,999 and shall be paid in monthly payments for no more than 5 years.
 - 2.2.2.4. Contract may be offered for sale of a purchase price of \$20,000 or over and shall be paid in monthly payments for no more than 10 years.
 - 2.2.2.5. The interest rate for the land sale contract shall be set at prime rate, on the day of the sale, plus 3%. The monthly payment will be calculated by Wasco County and will include principal and interest.
 - 2.2.2.6. A 25% non-refundable down payment is required for the land sale contract.
 - 2.2.2.7. The Office of Assessment and Taxation shall review the land sale contract with the purchaser and have purchaser sign a land sale contract summary acknowledging that the purchaser understands the contract.



Wasco County

ADMINISTRATIVE

TITLE: Public Auction		PROCEDURE C
DEPT: Finance		
EFFECTIVE DATE: 2.17.2016	REVIEWED:	REVISED:

OBJECTIVE: To establish procedures for the sale of tax foreclosed and surplus real property at public auction.

REFERENCE: Policy #2016

POLICY STATEMENT: It is Wasco County's policy to offer parcels of tax foreclosed and surplus real property for sale to the prior owner of record, the adjacent property owners, or the general public in a fair and equitable manner for the benefit of the taxing districts and the County.

APPLICABILITY: All county departments.

PROCEDURES:

1. Based on a review of tax foreclosed and surplus properties conducted by departments and research by the Wasco County Owned Land Committee, the Wasco County Owned Land Committee shall recommend to the Board of Commissioners a list of properties to be sold at auction. At least an annual auction shall be conducted to return property to the tax rolls, reduce surplus property, and to benefit the County and taxing districts.
2. In accordance with ORS Chapter 275, the Board of Commissioners shall enter an order for the sale regarding the public notice containing the list of properties and the setting of the public auction date. A public notice of the sale shall be published in a newspaper within the County once a week for four (4) consecutive weeks prior to the auction and the auction will be held no earlier than ten (10) days after the last advertisement.
3. The public notice shall contain the time and location of the sale; the date of the order directing the sale; and the list of properties to be sold detailing the tax lot number, street address or a description of location, approximate acreage, real market value, and minimum bid for each property.
4. The above noted list of properties and the rules of the auction will be found on the website <http://www.co.Wasco.or.us/Property> when there is an auction scheduled and the public notice has been published. The Wasco County Owned Land Committee also maintains a notification mail list to notify interested prospective buyers of an upcoming auction.

5. Prospective buyers are responsible for researching any and all conditions concerning the properties offered. Wasco County makes no representation about the value, zoning, suitability for any purpose, building feasibility, environmental condition, wetland designation, forest zones, easements, city ordinances and regulations or any other matters. The County transfers any interest it may hold in these properties by quitclaim deed, not warranty deed.
6. Property will be auctioned by the sheriff or his duly appointed representative at a designated location. Bidders shall register half an hour prior to the auction to receive a bidder's identification number. The auctioneer will not recognize unregistered bidders.
7. Properties are normally sold with the minimum bid set at 75% of the current real market value (RMV) as estimated by the County and verified by physical inspection by the assessor's office or qualified appraiser within 120 days of the date of the public auction, unless specifically advertised otherwise. When property left unsold from a previously offered auction is to be offered for sale at a future auction, the minimum bid may be set at an additional discount as recommended by the Wasco County Owned Land Committee.
8. Bids less than the advertised minimum bid will not be accepted. Bidding shall be increments of \$100.00. If no satisfactory bid is received for the parcel announced for sale, the parcel shall be removed from the sale and the parcel shall not be offered again at the same auction. After bids have been called for three (3) times and no further acceptable bids are offered, the auctioneer shall sell the parcel to the highest bidder. The sale will terminate after bids have been called for on all parcels whether the parcels have or have not been sold.
9. Successful bidders will be required to sign a certificate of sale immediately after the close of the auction and a copy will be provided. The certificate of sale shall include the terms of the sale and the name that is to be recorded on the deed. When a corporation signs the certificate of sale, Wasco County will require evidence that the person signing is the president or authorized signer along with the corporation resolutions authorizing the transaction.
10. Wasco County reserves the right to remove any property from public sale and/or retain any real properties when it deems it to be in the best interest of the County and the public.
11. Sales will be for cash or land sale contract as designated for each property. A 25% non-refundable down payment is required on all sales. Payment shall be received prior to the close of the auction and shall be by cash, cashier check, money order or certified check. Failure to present the 25% down payment within one hour of the closure of the auction is a breach of contract. Personal checks will be accepted provided a certified bank check is furnished to replace the personal check within 24 hours after the end of the sale. Failure to replace the personal check is also a breach of contract.
 - 11.1. "Cash" sales require a 25% non-refundable down payment. The full payment of the bid sale must be received within 30 days from the date of the auction. If the buyer fails to consummate the sale, down payment will be retained by Wasco County. The

property will then be offered to the next high bidder. If the second high bidder does not exercise the purchase option, the property shall be placed on the available property list or offered at future auctions by recommendation from the Wasco County Owned Land Committee. Properties identified in the newspaper advertisement as “CASH ONLY” sales shall not be offered on contract nor will a sale for a purchase price of \$5,000 or less be offered on contract.

- 11.2. Land sale contracts require a 25% non-refundable down payment. If a buyer fails to enter into a contract within 30 days, the down payment will be retained by Wasco County and the property will be offered to the next high bidder. If the second high bidder does not exercise the purchase option, the property shall be placed on the available property list or offered at future auctions by recommendation from the Wasco County Owned Land Committee. Terms of the land sale contracts shall be as follows:

- 11.2.1. Contract may be offered for sale of a purchase price of \$5,001-\$9,999 and shall be paid in monthly payments for no more than 2 years.
- 11.2.2. Contract may be offered for sale of a purchase price of \$10,000-\$19,999 and shall be paid in monthly payments for no more than 5 years.
- 11.2.3. Contract may be offered for sale of a purchase price of \$20,000 or over and shall be paid in monthly payments for no more than 10 years.
- 11.2.4. The interest rate for the land sale contract shall be set at prime rate, on the day of the sale, plus 3%. The monthly payment will be calculated by Wasco County and will include principal and interest.
- 11.2.5. The Office of Assessment and Taxation shall review the land sale contract with the purchaser and have purchaser sign a land sale contract summary acknowledging that the purchaser understands the contract.



Wasco County
(Oregon)

ADMINISTRATIVE PROCEDURES

TITLE: Private Sale	PROCEDURE D
DEPT: Finance	
EFFECTIVE DATE: 2.17.2016	REVIEWED: REVISED:

OBJECTIVE: To establish procedures for the sale of tax foreclosed and surplus real property by private sale.

REFERENCE: Policy #2016-

POLICY STATEMENT: It is Wasco County's policy to offer parcels of tax foreclosed and surplus real property for sale to the prior owner of record, the adjacent property owners, or the general public in a fair and equitable manner for the benefit of the taxing districts and the County.

APPLICABILITY: Office of Assessment and Taxation and legal counsel

PROCEDURES:

1. The Department of Assessment and Taxation shall be responsible for the overall planning and execution of private sales through sales negotiations or offered through a sealed bid process.
2. A private sale shall be utilized for the sale of two different categories of property: (a) property unsold after public auction in accordance with ORS 275.200 when the Wasco County Owned Land Committee deems it to be in the best interest of the County and the taxing districts; or (b) property to be offered to only the adjacent property owner(s) and sold in accordance with ORS 275.225 and pursuant to these procedures.
3. Private sale of property unsold after auction by sealed bid.
 - 3.1. This sale type may be utilized when the County has property unsold from an auction and the Wasco County Owned Land Committee deems that it is in the best interest of the County and the taxing districts to sell the property by sealed bid to the general public.
 - 3.2. The list of properties to be offered for sale will be available at the Wasco County Board of Commissioners reception desk or on the website: <http://www.co.Wasco.or.us/Property> when there is a sealed bid sale.
 - 3.3. All offers to purchase available real property must be submitted in the following manner:
 - 3.3.1. All offers must be submitted in writing using the sealed bid form found on the

website: <http://www.co.Wasco.or.us/Property>, or image copies thereof and mailed to Wasco County, Department of Assessment and Taxation, 511 Washington St, Suite 208, The Dalles, OR 97058 or delivered to Wasco County, Department of Assessment and Taxation, 511 Washington St, Suite 207, The Dalles, OR 97058. The Wasco County Owned Land Committee shall notate the envelope with the day/time that the envelope has been received.

3.3.2. All offers must be sealed in an envelope. Each offer must be for a single parcel of real property. The exterior of the envelope must set forth the name, address and telephone number of the maker of the offer, the date of the offer and the tax lot number for the real property.

3.3.2.1. All offers of \$5,000 or less must be accompanied by a cashier's check, certified check or money order in the full amount offered for the real property.

3.3.2.2. Offers on properties to be sold by cash that are greater than \$5,000 must be accompanied by a cashier's check, money order or certified check for at least 25% of the amount bid, as a down payment. This down payment will be refunded if the Board of Commissioners does not accept the offer. The payment in full amount of the offer is due and payable within 30 days from the date of the board of commissioner's decision to sell (accept the offer). If the buyer fails to make payment in full to complete the sale, then the down payment will be forfeited to Wasco County.

3.3.2.3. Offers on properties to be sold on contract that are greater than \$5,000 must be accompanied by a cashier's check, certified check or money order for at least 25% of the amount bid, as a down payment. This down payment will be refunded if the offer is not accepted by the Board of Commissioners. Contracts will be executed no later than 30 days after the Board of Commissioner's decision to sell (accept the offer). Failure to enter into a contract within 30 days will cause the down payment to be forfeited to Wasco County. Terms of the land sale contract shall be as follows:

3.3.2.3.1. Contract may be offered for sale of a purchase price of \$5,001-\$9,999 and shall be paid in monthly payments for no more than 2 years.

3.3.2.3.2. Contract may be offered for sale of a purchase price of \$10,000-\$19,999 and shall be paid in monthly payments for no more than 5 years.

3.3.2.3.3. Contract may be offered for sale of a purchase price of \$20,000 or over and shall be paid in monthly payments for no more than 10 years.

3.3.2.3.4. The interest rate for the land sale contract shall be set at prime rate, on the day of the sale, plus 3%. The monthly payment will be calculated by Wasco County and will include principal and

interest.

- 3.3.2.3.5. The Wasco County Owned Land Committee shall review the land sale contract with the purchaser and have purchaser sign a land sale contract summary acknowledging that the purchaser understands the contract.

- 3.4. Wasco County will not consider any offer not accompanied by a cashier's check, certified check or money order in the appropriate amount. All money submitted with offers will be returned if the offer does not meet the specifications of these procedures, or if the offer is not accepted by Wasco County.
- 3.5. All offers must be physically received before the close of the last business day of the sale as advertised. On the first business day following the close of the sale, the Wasco County Owned Land Committee, (and witnessed by one Department of Assessment and Taxation staff person) will open all offers and prepare a recommendation to the Board of Commissioners for action at the next available board session.
- 3.6. No offer for less than 15% of the minimum bid set for the real property at the preceding public auction at which the real property was offered will be considered as a valid offer in accordance with ORS 275.200.

4. Private Sale to adjacent property owner(s) by sealed bid.

- 4.1. Properties that meet the following conditions may only be offered for sale to the adjacent property owner(s):
 - 4.1.1. The property has a real market value of less than \$15,000 on the assessment roll; and
 - 4.1.2. The property is unsuited for the construction or placement of a dwelling under applicable zoning ordinances and building codes.
- 4.2. The Department of Assessment and Taxation shall send a letter detailing the sale to all adjacent property owners of the subject county owned property.
- 4.3. The adjacent property owner interested in purchasing the subject property shall submit their bid as specified in sections 3.4, 3.5 and 3.6 above.
- 4.4. Upon the Board's decision to sell the subject property, the Department of Assessment and Taxation shall publish a notice of intent to sell county real property by private sale in a newspaper of general circulation in the County. The notice will contain a description of the property and the real market value. No less than fifteen days following the publication of the notice, the Department of Assessment and Taxation shall present appropriate paperwork to the Board for final action.
- 4.5. The successful bidder shall be required to consolidate the parcel with their current tax lot(s) as applicable. The Wasco County Owned Land Committee shall assist the bidder to accomplish this action with the Department of Assessment and Taxation.

5. The Board of Commissioners will consider the best interests of the taxing districts and the County when deciding the appropriate action to take in response to any offer. The Wasco County Owned Land Committee will submit all valid offers to the Board of Commissioners with a staff recommendation as appropriate. If the Wasco County Owned Land Committee has not physically received an offer that meets the criteria, or if no offer is accepted by the Board of Commissioners, the property will remain available for the next sale. If an offer is accepted for real property, no subsequent offers for that property will be considered.
6. All offers submitted and accepted by the Board of Commissioners are binding; no money submitted will be refunded if the Board of Commissioners accepts the offer. If identical offers are received within the deadline prescribed herein, the valid offer received first in time will be the offer considered by the Board of Commissioners.
7. The person making the offer is responsible for applicable recording fees. All fees must be paid within 10 days of the date of the Wasco County Board of Commissioners acceptance of the offer and notification is made to the maker of the offer.
8. Wasco County reserves the right to remove any property from public sale and/or retain any real properties when it deems it to be in the best interest of the public.

Agenda Item
Contracting Rules Exemptions Related to
Community Development Block Grant

- [Staff Memo](#)



WASCO COUNTY

ADMINISTRATIVE OFFICES

Suite 101
511 Washington Street
The Dalles, Oregon 97058
(541) 506-2550
Fax (541) 506-2551

Tyler Stone
Administrative Officer
HUMAN RESOURCES
(541) 506-2775

FINANCE
(541) 506-2770

INFORMATION SERVICES
(541) 506-2554

FACILITIES
(541) 506-2553

To: Board of Commissioners

From: Tyler Stone on Behalf of Center for Living

February 12, 2016

Re: Architectural Services

The Facilities Department is seeking an exemption from the qualifications based process for selecting Architectural services and is requesting they be allowed to enter into negotiations with Scott/Edwards Architects to negotiate a price agreement for the Center for Living CDGB building project.

FINDINGS FOR PUBLIC CONTRACT EXEMPTIONS:

1. This exemption will result in substantial cost savings to Wasco County and the public for the following reasons:

- Scott/Edwards Architects has worked with Center for Living for the last four years on this project. Work already completed includes site assessments and site visits, concept designs, and cost estimates. We estimate that this could comprise up to 7% of the total costs for architectural services.
- If Scott/Edwards Architects is selected a significant amount of staff time would be eliminated due to the previous work that has already been completed in identifying client needs, determining building concept parameters, and pre design meetings and site visits. Center for Living has approximately 100 hours of staff time already invested in this project with the architect
- Scott/Edwards Architects was the firm used to design the One Community Health building which sits on the connecting lot. This gives the architect a distinct advantage of already having addressed site issues with the other project. This site knowledge will lead to additional savings due to having site experience and work already completed for the existing building.

Based on the aforementioned findings, it is my recommendation that the BOC, acting in its capacity as the Local Contract Review Board for Wasco County, approve this exemption and direct the Facilities Department to negotiate a price agreement with Scott/Edwards Architects for the Center for Living CDGB Building project.

Agenda Item
Marijuana Processing & Home Occupation

- [Staff Memo](#)



Wasco County Planning Department

"Service, Sustainability & Solutions"

2705 East Second St. • The Dalles, OR 97058
(541) 506-2560 • wcplanning@co.wasco.or.us
www.co.wasco.or.us/planning

Memorandum

To: Board of County Commissioners

From: Angie Brewer, Planning Director & Kelly Howsley-Glover, Long-Range Planner

Date: Prepared for February 17, 2016 Board Meeting

Subject: Marijuana Regulations: Processing in Forest Zones & Home Occupations

At the request of the Board of County Commissioners, staff has prepared a response to two questions raised at the final Board hearing for PLALEG-15-0001, which made legislative text amendments to the Wasco County Land Use and Development Ordinance to regulate the time, place and manner of marijuana businesses, 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).

Question 1: Why wasn't processing of marijuana in forest zones recommended?

The Wasco County Marijuana regulations as adopted currently prohibit marijuana processing in the forest zones. There has been interest from members of the public in allowing processing in forest zones in conjunction with marijuana production.

According to the Oregon Administrative Rules (OARs), marijuana processing includes "the processing, compounding or conversion of marijuana into cannabinoid products, cannabinoid concentrates or cannabinoid extracts". Examples of processing activity are mechanical extraction and chemical extraction, which can include flammable components. By in large, marijuana processing is conducted indoors, necessitating facilities for processing activities.

OAR 660-006 identifies uses permitted in forest zones, along with the general policy¹ that forest lands "are conserved by adopting and applying comprehensive plan provisions and zoning regulations consistent with the goals and this rule". Because of this guiding principle of conservation, the uses permitted in forest zones are limited to those activities and facilities compatible with forest operations including temporary auxiliary forest operation structures, wildlife and land conservation uses, fire protection facilities, and other temporary, portable and uninhabitable structures meant to promote logging, forestry management and conservation efforts.

¹ OAR 660-006-0025(1))

Dwellings are also limited in forest zones; permitted only for qualifying lots of record², temporary hardships, or as a replacement to a pre-existing dwellings that meet approval criteria. These dwelling allowances were created to protect the rights of owners pre-dating land use regulations. In the F-2 Zone, large tract dwellings are also permitted to allow residential use on substantial parcels. Legal dwellings are also entitled to accessory structures.

In addition to forestry activity, limited dwellings, and wildlife and fire protection facilities, farm use is also a permitted use. However, agricultural accessory structures (including agriculture buildings) in conjunction with farm activity are not permitted.

This presents the primary conflict when considering allowance of marijuana processing in forest zones; no structural facilities (temporary or permanent) can be built for processing in support of the crop production. Therefore, any processing would have to occur in pre-existing buildings and those likely would be related to dwellings. If processing were to occur in a structure that is accessory to a dwelling, it would be creating a major home occupation use. As further explained below, marijuana related businesses are currently not allowed in Wasco County as a home occupation.

Because farm related accessory structures are not consistent with the uses permitted in the forest zones by the Oregon Administrative Rules (OARs), *it is not currently possible to update the zoning regulations to allow such facilities*. Therefore, regardless of whether or not the Wasco County Land Use and Development Ordinance is updated to allow cannabis processing in the forest zone, processors would be unable to apply for and construct a legal processing facility.

Beyond the intent of forest zone regulations and allowable permitted uses, there are additional concerns related to processing in the forest zone. Many of the processing regulations and information in the OARs and within the OLCC literature suggest that many of the processing methods involve flammable and/or combustible products, processes, and outcomes. This is why Lane County, for example, is allowing processing in forest zones only when the parcel is located in a fire protection district. While fire safety standards would be a consideration for the construction of any new facilities, and are a consideration for the processor permits through the OLCC, there is currently no real data on the impact on fire and safety resources.

Uses in forest zones, in particular, need to be evaluated against potential fire risk due to the adjacency to considerable fuel and high risk of wildfires. To allow for an acknowledged fire risk use would require necessary infrastructure to ensure the decreased likelihood of such activity creating wildfires. This includes, but is not limited to, adequate road systems, access to water or other fire suppressants, and reasonable response times from local public safety operations.

In conclusion, marijuana processing in forest zones is inconsistent with the intent of the zone, highly limited in terms of possible facilities, and presents the potential for significant investment or impact to local infrastructure.

Question 2: Why are marijuana businesses eliminated from all home occupations in all zones?

Chapter 1 Section 1.090 of the WCLUDO defines “home occupation” as: “*Any lawful activity carried on within a dwelling or other building normally associated with uses permitted in the zone and which said activity is secondary to the primary use of the property for residential purposes*”.

² Lot of record test can be viewed in WCLUDO Chapter 3, Section 3.120(K)(2)

Chapter 3, which contains basic provisions for each zone, contains additional criteria for two types of home occupations: minor home occupations and major home occupations. Both are listed as “commercial uses” for each zone.

Pursuant to Chapter 3, a “**minor home occupation**” is one that meets the following criteria:

- a. *Is carried on within a lawfully established dwelling only by members of the family who reside in the dwelling;*
- b. *Does not serve clients or customers on-site;*
- c. *Does not produce odor, dust, glare, flashing lights or noise;*
- d. *Does not occupy more than 25 percent of the floor area of the dwelling; and*
- e. *Does not include the on-premises display or sale of stock in trade.*

Pursuant to Chapter 20, a “**major home occupation**” is subject to Sections 2.040 – 20.080 as well as the following criteria:

- a. *Will be operated by a resident of the property on which the business is located;*
- b. *Will employ no more than five full or part-time persons.*
- c. *Will be operated substantially in the dwelling or other buildings normally associated with uses permitted in the zone in which the property is located.*
- d. *Will not interfere with existing uses on nearby land or with other uses permitted in the zone in which the property is located;*
- e. *Will have retail sales only as an activity incidental or secondary to the primary home occupation use;*
- f. *Will not display, or create outside the structure, any external evidence of the operation of the home occupation other than one non-animated, non-illuminated name plate, on premises, and in conformance with the size restrictions of the underlying zone;*
- g. *The home occupation shall not unreasonably interfere with other uses permitted in the zone in which the property is located.*
- h. *Construction of a structure that would not otherwise be allowed in the zone is not permitted.*
- i. *Will be reviewed annually by the Approving Authority. The approval shall continue if the home occupation continues to comply with the requirements of this section.*

On High Value Lands in the Exclusive Farm Use Zone (Not Applicable to Section 20.100)

- j. *Home occupations may only be authorized in existing dwelling and structures accessory to an existing dwelling.*
- k. *Home occupations may not be authorized in structures accessory to resource use.*
- l. *A home occupation located on high-value farmland may employ only residents of the home.*

Currently, minor home occupations are listed as a use permitted without review in agriculture and forest zones, as well as all rural residential zones, including: A-R (Agriculture-Recreation); F-F-10 (Farm-Forest); RR-2, RR-5, RR-10 (Rural Residential); TV-R (Tygh Valley Residential), TV- A (Tygh Valley Agriculture); and Wam-R-2 , Wam-R-5 (Wamic Residential). Major home occupations in these zones are listed as allowed through a conditional use review process.

Home occupations of either scale are not listed as allowed uses in the commercial and industrial zones, which allow commercial sales, processing and production of commercial goods as a primary use and without the presence of a dwelling. These zones include: R-C (Rural Commercial); R-I (Rural Industrial); TV-C (Tygh Valley Commercial), TV-M1 (Tygh Valley Light Industrial/Commercial), TV-M2 (Tygh Valley Medium Industrial); and Wam-C-2 (Wamic Commercial), Wam-M-2 (Wamic Medium Industrial).

Tygh Valley Rural Reserve, Big Muddy and Camp Morrow overlay zones do not permit commercial or industrial uses similar to or more intense than home occupations, as defined above.

As part of the public work sessions and hearings, the Planning Commission considered the possibility of marijuana businesses in both scales of home occupations. Given the zoning information above, it is reasonable to conclude that most home occupations will be located in agriculture zones, forest zones, and rural residential zones. The basis for the Planning Commission's recommendations is explained by these three categories:

Agriculture zones: Beyond the scope of "farm use," defined by the state to include the commercial production and primary processing of crops, HB 3400³ prohibits new dwellings, farm stands and commercial uses in conjunction with the production of marijuana. Staff's understanding of this language is that the State would not permit a home occupation in conjunction with marijuana on exclusive farm use lands. Additionally, if production or processing of marijuana was proposed on EFU land, existing review procedures exist for these uses as primary uses and without the need for a dwelling.

Forest zones: As explained above, existing and new residential uses are limited on forest lands and new buildings must be accessory to existing dwellings or necessary to support a limited list of allowed uses. Commercial uses that do not support forest health, production, or conservation are in conflict with the intent of this zone and as explained above, pose a potential risk to resources that are not yet clearly understood. Without more information to address the potential risk to forest resource health, and for the reasons stated above for Question 1, marijuana related home occupations were not recommended for forest zones.

Rural residential zones: Home occupations are currently listed as allowed in rural residential zones. However, all marijuana businesses have been prohibited in these zones. Allowing marijuana businesses of any scale in zones that prohibit the commercial presence of the substance creates a direct conflict in the zoning regulations and undermines the intent of the prohibition, which is to keep commercial marijuana production and processing businesses in commercial production and processing zones – and out of rural residential areas where families live and children gather.

Although minor home occupations require businesses to be small in scale and minimize any visible evidence, the Planning Commission felt there was simply not enough information available to comfortably conclude that marijuana businesses of any scale could truly be odorless and not evident.

By definition, a home occupation in any zone must be subordinate to the primary use of the property for residential purposes. Given the information shared above, it was concluded that this was unlikely to occur in a manner that could consistent with the current regulations.

This concludes the research and analysis conducted by staff following the Board's January 11, 2016 hearing. We hope this information has been helpful and are available for any additional questions at your convenience.

³ Engrossed House Bill 3400-A Section 34(2)(a),(b) and (c)

Agenda Item

Mosier Town Hall

- [Town Hall Flier](#)

Wasco County Board of Commissioners'



WEDNESDAY, FEBRUARY 17, 2016

6:30 P.M.

MOSIER SENIOR CENTER

501 EAST 2ND STREET

MOSIER, OR



**The Town Hall will be preceded by
The Mosier City Council Meeting
Beginning at 6:00 p.m.**



WASCO COUNTY

SHERIFF

511 Washington Street
The Dalles, Oregon 97058
Phone (541) 506-2580
Fax (541) 506-2581



February 17, 2016

Commissioners: Rod Runyon
Scott Hege
Steve Kramer

Dear Commissioners,

After 28 ½ years I have decided to retire effective April 30th 2016. I appreciate all of the support given through these years from the citizens and co-workers from the County. I have been blessed to have met so many people that I can call friends.

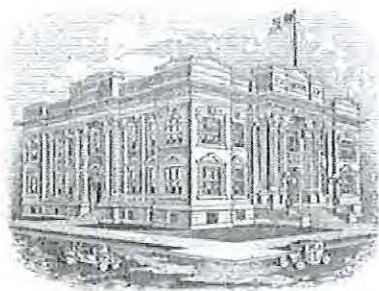
I have taken the time to align the Sheriff Office with a succession plan that should be seamless. I would recommend to the Commissioners the appointment of Chief Deputy Lane Magill as Sheriff for the remaining time of my term.

Sincerely,

Sheriff Rick Eeislund
Wasco County Sheriff

Wasco County Payroll Estimated Impact of Increased Minimum Wage

Home Dept.	Position Title	Monthly Salary	True hourly Rate	FTE	Annual Straight Wage Increase based on \$15 Minimum Wage
18	FARIGROUNDS CARETAKER	\$1,921.04	\$11.82	100	6201.00
18	MUSEUM DIRECTOR	\$0.00	\$12.00	80	4680.00
17	JANITOR	\$2,325.20	\$14.31	100	1345.50
16	OFFICE ASSISTANT I	\$0.00	\$14.68	100	624.00
					12,850.50
ELECTION WORKERS					Annual Straight Wage (4 days per Year) Increase based on \$15 Minimum Wage
15	TEMPORARY OFFICE HELP	\$0.00	\$11.88	10	99.84
15	ELECTIONS WORKER	\$0.00	\$11.88	10	99.84
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15	ELECTIONS WORKER	\$0.00	\$11.88	10	99.84
15	ELECTIONS WORKER	\$0.00	\$13.45	10	49.6
					1,746.88
Total Straight Wages Increase					14,597.38
Additional Employment Costs (35% over gross wage)					5,109.08
Total Estimated Cost Increase based on \$15.00 Minimum Wage					19,706.46



WASCO COUNTY

Board of County Commissioners

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The Dalles, Oregon 97058-2237
(541) 506-2520
Fax: (541) 506-2521

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

February 17, 2016

Dear Shannon,

While our thanks for your hard work is long overdue, it is most sincere. The success of the annual Wasco County Fair is a direct result of committed people who give so generously of their time and talent to make the Fair a wonderful experience for citizens and visitors alike. Your work to organize the RV parking at the 2015 Wasco County Fair helped attendees and participants focus on the fun of the Fair!

Thank you for all your efforts!

Yours truly,
Wasco County Board of Commissioners

Rod Runyon
Commission Chair

Scott C. Hege
County Commissioner

Steven D. Kramer
County Commissioner