

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION / AGENDA WEDNESDAY, OCTOBER 5, 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 from three to five minutes, unless extended by the Chair.

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

NOTE: With the exception of Public Hearings, the Agenda is subject to last minute changes; times are approximate – please arrive early. **Meetings are ADA accessible.** For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. If you require an interpreter, please contact the Commission Office at least 7 days in advance. **Las reuniones son ADA accesibles.** Por tipo de alojamiento especiales, por favor póngase en contacto con la Oficina de la Comisión de antemano, (541) 506-2520. TDD 1-800-735-2900.

Si necesita un intérprete por favor, póngase en contacto con la Oficina de la Comisión por lo menos siete días de antelación.

9:00 a.m.

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: [VOCA Grant](#); [ODFW Payment](#))
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.): [Minutes- 9.21.2016 Regular Session](#)

9:30 a.m.

[Youth Services Strategic Plan](#) – Molly Rogers

9:50 a.m.

[The Dalles Main Street MOU](#) – Matthew Klebes

10:00 a.m.

[DLCD Grant & Voluntary Periodic Review](#) – Angie Brewer

10:25 a.m.

[Opposing Measure 97](#) – Board Discussion

COMMISSION CALL

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
OCTOBER 5, 2016

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

Ms. White asked to add a letter of support for grant funding for the Fifteen Mile Watershed to the agenda to the Discussion List.

Department Directors

ASSESSOR

County Tax Collector and Assessor Jill Amery announced that tax statements have been forwarded to Lane County and her office expects to certify on Friday, October 7th. She noted that although the tax rate is lower, property values are up and she expects to collect more taxes than last year. Tax statements will go out on the 17th or 18th of October.

Ms. Amery reported that the City of Antelope did not submit the necessary paperwork to collect revenues and therefore would not receive a portion of the taxes and in fact,

those taxes will not be collected from the citizens of Antelope. She explained that she had contacted the State and learned that by statute she cannot collect those taxes without the City's request; she has communicated that information to the City of Antelope.

Chair Runyon asked if the property owners within the city limits of Antelope will be paying any taxes. Ms. Amery responded that they will, but there will not be a line item for city taxes – if they do not examine their statements, they may not notice that omission. She said that she does not know if the City of Antelope has conveyed that information to their citizenry. She stated that it may be possible for them to direct bill city residents; she is not sure.

FINANCE DIRECTOR

Finance Director Mike Middleton reported that they are making progress on the 2015-2016 audit and are on schedule.

Discussion List – VOCA Grant

Victims Assistance Coordinator Judy Urness explained that the Board has already reviewed and approved the application for this grant. It is a one-time, non-competitive grant for which they apply each cycle. The grant must be spent by December 31, 2017.

Commissioner Hege noted that the grant agreement contains many requirements and asked if the County meets those requirements. Mr. Stone replied that there are a lot of federal requirements and he hopes that we have met them all. He said that he cannot say that we are in total compliance with all of them. Ms. Urness stated that she is in compliance for her portion of the requirements. She added that the grant monitor has told her that if they were to come to audit the grant, they would help in any areas of non-compliance to bring the County into compliance.

{{{Chair Runyon moved to approve the Department of Justice Crime Victims' Services Division Victims of Crime Act 2016-2017 One-Time VOCA Non-Competitive Grant Award Agreement. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion List – ODFW Payment in Lieu of Taxes

Ms. Amery stated that this is notification of the amount owed by the Oregon

Department of Fish and Wildlife for fees they pay in lieu of taxes – this year's bill is \$197.30 over last year's bill. If they pay on-time, it will be \$29,746.40. Chair Runyon noted that this is for ODFW-owned properties throughout Wasco County.

Commissioner Hege asked how many acres this is. Ms. Amery replied that she would get that information for him. Commissioner Hege commended ODFW for making payments for properties that they have removed from the tax rolls, noting that most government entities do not.

*****The Board was in consensus to sign the letter of notification to ODFW for payment of fees in lieu of taxes.*****

Consent Agenda – 9.21.2016 Minutes

Commissioner Hege asked if there have been any Happiness Month activities within the County. Ms. White replied that there is a donation drive underway and a brown bag lunch planned for next week. In addition, many departments are using the Happiness Calendar.

Commissioner Hege asked if there has been any movement toward bringing the discharge of firearms topic back before the Board. Commissioner Kramer responded that Sheriff Magill has been out of the office and has just recently responded. He reported that they are making efforts to resolve the issue.

Commissioner Hege noted that at the last session the Board was in consensus to have Commissioner Kramer move forward with a timber harvest on County property. He asked if there has been any progress with that. Commissioner Kramer replied that he has met with Local Oregon Department of Forestry representatives and developed a plan; he is scheduled to go out with a forester to do a sample marking of trees and has asked the County Surveyor to establish or identify corner markers for the property.

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

Discussion – Wasco County Soil and Water/15Mile Watershed Council
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Watershed Coordinator Abbie Forrest reported that the Fifteenmile Watershed Council completed an above-ground water storage feasibility study which revealed that the plan to store water above ground is not at all feasible. She said that they have applied for a

grant to do a similar study for underground storage to augment low flows from the storage of excess water in peak flows. She explained that they are short \$50,000; they have applied for an Oregon Water Enhancement Board grant to complete the funding but they fall just short of the minimum grant funding requirement. She stated that they are looking for support in asking OWEB to adjust that funding limit. Much of the funding they already have in place will be withdrawn if not used.

Commissioner Hege asked why the above ground storage is not feasible. Ms. Forrest replied that in some areas they would have to buy all the surrounding land and create paved roads; in other areas it is not clear that there is sufficient stream flow. She stated that the underground storage would be an ejection site for water with a couple of main wells in the area. She said that it would be designed to keep the summer flows in the stream; a similar system is working well in Umatilla County.

Commissioner Kramer reported that he attended a Fifteenmile Watershed Council meeting a couple of weeks ago. The Council is in full support and he has encouraged them to write individual letters to OWEB as they will not be able to attend the meeting. He said that WCSWCD will be attending and he would like to lend County support to their efforts.

*****The Board was in consensus to sign a letter of support for the request to adjust the fall 2016 OWEB Watershed Restoration Grant funding limit to include Fifteenmile Watershed managed underground storage facilities feasibility study.*****

Agenda – Youth Services Strategic Plan

Youth Services Director Molly Rogers reported that her team has recently completed their strategic plan and is seeking support for it from the Board. She stated that the process started a couple of years ago with the Sheriff; with the new County vision and culture, they have returned to it for a larger discussion. She stated that the discussion began with the leadership team meeting for the kick-off of the County culture and members of that team were included in some of the department discussions.

Ms. Rogers reviewed the plan (included in the Board Packet). She stated that their previous core values fit nicely with the County core values – relationships are primary. She reported that they participate in the County 100% Love post-its program internally and work with offenders to help them grow and learn to change behaviors.

Ms. Rogers said that Youth Services is one of the more stagnant pages on the County website and her team has been addressing that. They want to move forward with available technology and have already begun that process. They are looking at electronic monitoring and using Skype to check in with offenders who are living in the more remote areas of the County. She said that Ms. Gambee and Mr. Ferguson have been helpful. She said that they are moving toward being paperless for youth over 18.

Ms. Rogers went on to say that with the new website they will be able to place electronically submittable forms online; those forms are currently available to be printed and filled out by hand for delivery to her office. She said that they already have a generic email for Youth Services – the submissions will be directed to that inbox for retrieval by staff.

She stated that there is a plan to increase remote meetings – they do some of that now in conjunction with Oregon Youth Authority, but the technology is outdated. She said that she will budget for newer technology to be installed at Youth Services. She noted that they have monthly requirements for meeting which works fine if you are living in The Dalles but can be very difficult for the more remote residents.

Chair Runyon asked if there are challenges for the youth and families with technology on their end of the conversation. Ms. Rogers replied that they have not yet explored that but kids can use the equipment at their local school to check in.

Ms. Rogers said that for customer service they are looking at brining in the youth and families as partners – they are not sure how that will look but are excited to explore the possibilities. She said that they want to make sure that the highest risk kids are getting the highest level of services; they have used this kind of approach on three cases and out of the three there have been no further referrals.

Chair Runyon asked if there is money available at the State level for these programs. Ms. Rogers said that there is for some of it. She added that Wasco County is a model for the State in working with the Youth Authority.

Ms. Rogers continued by saying that her department is working to communicate more openly with the rest of the County about the work they are doing. She noted that they had 100% attendance at the recent County BBQ.

Ms. Rogers stated that she hopes to bring their Work Crew Coordinator on full-time and partner with adult corrections. She said that the Work Crew Coordinator has agreements with North Wasco Parks and Recreation District among others and is going to do some wood sales with the excess fire wood.

Ms. Rogers said that she sees ensuring stable funding for NORCOR as partly her responsibility – we need a viable juvenile detention facility. Part of their plan for safety is to prevent and reduce offenses and to create safe work for the kids.

Ms. Rogers concluded by saying that they have an annual meeting and would like to invite other departments to join them for that.

Commissioner Hege asked if her staff is 100% on board with the plan and involved in its creation. Ms. Rogers replied that it used to feel more like she wrote the plan and then handed it out to staff; this time there were multiple meetings and staff from other departments were included to broaden perspective. She said that they have a commitment to democracy and everyone attended all of the strategic plan meetings. Strategic planning was added to staff meetings with review, comment and feedback – everyone's voice was heard.

Chair Runyon asked how they are changing their communications to fit in the 100% Love culture. Ms. Rogers replied that in their work it is pretty easy to get frustrated and engage in blaming. They are working to not make negative assumptions when talking about or with youth – rather than saying “Why did you do that stupid thing?” they ask “What was going on?” They are taking time to explain their decisions.

Ms. Rogers said that the document will always be a work-in-progress and they are looking for the Board's feedback now and throughout the year.

Commissioner Hege said that he likes the idea of an annual meeting to review and check in.

The Board commended the department on the good work they have done in developing their strategic plan.

Agenda Item – The Dalles Main Street MOU Amendment

The Dalles Main Street Executive Director Matthew Klebes stated that they feel storage units to protect Main Street equipment and decorations would be a better use of the funding than the purchase of another parklett. He said that the current stars and trees are currently stored where they are exposed to the elements; they are old and need to be replaced but he is reluctant to do so until there is a viable storage option.

Chair Runyon asked if this has to go back to the original committee for the immediate opportunity projects funding. Commissioner Hege replied that he believes it can be taken care of here – most of the ideas came from the entities receiving funding; if they believe this is a better use of the money, the Board and the City can consider that.

Ms. White interjected that City Manager Julie Krueger and the City Attorney Gene Parker are already aware of the request and have seen the amendment which will be presented to the City Council Monday evening.

Commissioner Hege asked how this will work. Mr. Klebes responded that North Wasco Park and Recreation District already has some lean-to shelters on their property and have agreed to allow The Dalles Main Street to construct similar structures attached to the current structures. He said that initial quotes were high but with volunteer efforts for construction and good local prices for materials, he believes that the project is doable although they may need to secure a small amount of additional funding.

Commissioner Kramer said that he believes this is a much better use of the funding than the additional parklett and he is in support of the amendment.

{{{Commissioner Kramer moved to approve the addendum to the MOU between Wasco County/City of The Dalles and The Dalles Main Street. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – DLCD Grant and Voluntary Periodic Review

Long-Range Planner Kelly Howsley-Glover said that the Planning Department wants to submit to voluntary periodic reviews from the Department of Land Conservation and Development and is looking for the Board's support for that.

*****The Board was in consensus to sign the letter of support for periodic review**

from the Department of Land Conservation and Development.***

Ms. Howsley-Glover stated that they have truncated an agreement with DLCD for them to apply technical assistance and help with more robust photovoltaic language which will help with the broader long-range planning process.

Commissioner Hege asked how this will fold into the other work being done. Ms. Howsley-Glover replied that there will be a review next year, at that time, this work will be brought into the LUDO. The other part of the work is an audit of farm and forest uses; this work will help to inform the public conversations. She said that they see it as a useful review from a third party and an opportunity to get some technical support.

Mr. Stone noted that they have been applying for this for four years and it will help alleviate the work load for our Planning Department.

{{{Commissioner Kramer moved to approve the MOU between the Oregon Department of Land Conservation and Development and Wasco County for Resource Zone Updates. Commissioner Hege seconded the motion which passed unanimously.}}}

Chair Runyon called a recess at 10:12 a.m.

The session reconvened at 10:20 a.m.

Agenda Item – Opposing Measure 97

Dean McAllister, local grower, referenced an adopted Sherman County resolution opposing Measure 97 and stated that he is here with others to ask the Wasco County Board of Commissioners to pass a similar resolution. He read a prepared statement into the record:

I am Dean McAllister, vice president of WCFB and on the Board of Directors of OFB, where I represent Wasco, Sherman and Hood River Counties. I believe you have a copy of Sherman County Court's resolution to oppose Measure 97 because of the harm it will cause our farmers, ranchers and orchardists and we are asking that Wasco County Court make a similar resolution to oppose Measure 97. Yes, we need tax reform in Oregon, but it should include businesses and legislators who have the opportunity to vet and negotiate to make any taxation

fair and equitable as possible. Taxation at the ballot box doesn't provide a fair and open public discussion of the consequences of a tax proposal. Measure 97 makes two emotional statements: 1) We are increasing funding for education, seniors and healthcare and 2) We are going to make the big corporations pay.

Measure 97 cannot and does not guarantee the monies collected will go to education, seniors or healthcare; it will go to the general fund and the distribution will be decided by our legislature as directed by our state constitution. Measure 97 language is vague and I believe the Oregon Department of Revenue will have a field day interpreting it as BOLI reinterpreted the minimum wage law passed by the legislature.

Taxing the gross receipts of any business is not fair or equitable as businesses need a profit to thrive and succeed. Measure 97 is not fair or equitable for even if a business is operating at a loss they would still be liable for the gross receipts tax. Measure 97 picks and chooses winners and losers. Right here in The Dalles, we have competing large chain grocery stores; one would be paying the tax and the other store would not. Only C corporations will be paying the gross receipts tax. This is not fair or equitable. Measure 97 is not fair or equitable for Agriculture as the sale of fruit and grain generally go through a broker or agency, so fruit and grain could be double taxed before it leaves Oregon. The Port of Portland ships more grain than any other terminal on the west coast. Perhaps just like the container business lost over two unions fighting over who flips a switch, maybe the Port of Tacoma would get the grain shipments to go along with the container business that the Port of Portland lost.

Measure 97 is not fair or equitable for agriculture as the products we buy – seed, equipment, chemicals or fuel – would increase from the distributor and increase from the retailer; our family farmers could be shouldering the cost of a tax on a tax. I remind you that farmers, ranchers and orchardists do not set their prices; the market tells us what price we get. We buy at retail and we sell at wholesale.

Agriculture is extremely important to the economic health and well-being of Wasco County. We raise over 35 crops in Wasco County with sales valued at well over \$100 million, with nearly all those sales outside Wasco County, Oregon and The United States – these are dollars that come back to Wasco County. Please

support and stand with our family farmers, agriculture, your constituents, your neighbors by passing a resolution against an unfair and inequitable ballot measure – Measure 97 – that harms agriculture and our family farmers.

The Dalles Area Chamber of Commerce President Lisa Faruharson reported that the Chamber Board has voted unanimously to oppose Measure 97 for the same reasons outlined by Mr. McAllister and the negative impact it will have on other local businesses; the trickle-down will affect every business and consumer.

Mike Urness stated that Measure 97 will devastate the auto industry. He stated that auto dealers will have to charge an additional 2.5% tax on every vehicle in the state which would make it more expensive to purchase a vehicle in Oregon than in neighboring states – on average it would cost \$1,250 more to purchase a vehicle. Dealerships that gross over \$25 million would have to add an additional 2.5% per vehicle.

Commissioner Hege noted that the lack of a sales tax in Oregon makes businesses competitive with other states; this additional tax would not. He stated that for the larger companies it may not seem like a big deal, but when the profit margin is small it will have a big impact. Mr. Urness agreed, adding that most dealerships operate on a 2% profit margin.

Phil Brady, teacher at the NORCOR Juvenile Facility, stated that as an elected body, it would be inappropriate for the Board to take a position – they can do that as individuals. He stated that it really doesn't matter what each side says – what matters is what is printed in the measure. He read the following statement into the record:

Honorable Commissioners Runyon, Hege, and Kramer:

First, I ask the Wasco County Board of County Commissioners not to take a position on Measure 97 simply because it is inappropriate for elected bodies to endorse candidates or ballot measure. It is customary for individual elected officers to endorse candidates and measures, but for governing bodies to tell citizens how to vote is an inversion of the sovereignty of the people.

Having said that, since you have opened a public space for comment on Measure 97, I would like to partially fill the space with some reasons why Measure 97 is a reasonable choice, plus I have a clarification to offer that responds to the legitimate concerns coming from the agricultural community.

I will start with agricultural cooperatives. My argument will be that it does not matter what one side or the other says. What matters is what is printed in the measure. Fortunately, Measure 97 is simple enough that we can read and understand it.

The first page is actually the revision to the tax code that was done in 2011 to create a tax exemption for agricultural coops - part (b). That section, and all the rest of the 2011 revision except for the two lines at the bottom is not changed by Measure 97.

Measure 97 amends a part of 2011 revision starting with (2) Each corporation... What ORS 317.710 refers to is the definition of Collectively Accessed Corporations or C Corps. What follows in the text only applies to C Corps, and the key change is the bottom lines where the minimum taxes for the highest brackets are replaced by a 2.5% tax on the excess of gross receipts over \$25 million. Only C Corps are affected by this tax. That is what the writing means, and that is what matters.

Sections 2, 3, 4, and 5 are new with Measure 97, and I will address part of them later.

I was pleased to hear Bud Pierce and Governor Brown speak last week about the need to improve Oregon's economy as a means to address several other issues including drug abuse and incarceration.

This bears on Measure 97 because the long range outcome of this measure will be improved attractiveness toward business. Without this measure, we will head for a spiral of decreasing quality of life and economic stagnation.

I will come back to this point at the end.

First, I take issue with the claim that this measure will raise prices for low income families. The prices set by large corporate consumer goods companies do not vary from one state to the next even when the tax environment varies. Stores like Walmart and Fred Meyer currently advertise the same prices in Oregon and Washington, and they aren't likely to start charging more in Oregon that just

across the river. Electricity will change very little in Wasco because we receive most of our power from the BPA and local coops and PUDs. If one is buying high priced items like new cars, then those upscale consumers will be paying extra.

Since we are talking about pass on costs, the study that Defeat97 points to says that corporations will pay 1/3 and pass on 2/3. Another independent study expect that corporations will pay 3/4 and pass on 1/4. Given these are both estimates, it is reasonable to pick a fraction in the middle. Let's say half. Whatever point you pick in the middle, this tax has corporations pick up a greater share than other taxes we use that put 100% of the burden on citizens.

With the exception of the corporate income tax, which leads us to the next point. Reasonable people have raised the concern that the gross receipts tax is levied on income instead of profits. Here is why. As Donald Trump would say, big corporations are very smart; they know how to hide profits. So the experts who designed this tax, used gross receipts because it reflects the benefits corporations receive from operating in our state, and it is harder to hide.

There is one argument that you, our county commissioners should avoid posing for ethical reasons. The issue has to do with not guaranteeing that the funds will go to schools, and implies a distrust in how the money will be spent. We are in agreement that the revenue from the tax will not be earmarked for schools but will go to the general fund. Now, I know the three of you well enough to say that you are no better nor any worse than our elected leaders in Salem starting with John Huffman, whom I admire greatly. Furthermore, the process that you use to disperse the county budget is close to the process that the state legislature uses to disperse the general fund. To disparage them and their process is also to discredit you and your process. I, personally, do trust you to manage our county government. Please do not undermine the hard work that your counterparts do to manage the state government.

I turn now to discussing employment and how to encourage businesses to settle in Oregon.

In addition to business costs and taxes, many factors are involved in this decision including location, housing, crime, quality of life and education. Oregon rates

very favorably when it comes to business costs and overall business tax burden. But we rate lower in quality of life and very much lower in education. The reason why we hear whispers that our lack of support for education is the reason why a business did not settle in The Dalles is because it is true. Moreover, Wasco County is in competition, education wise, with a neighboring county that levies more in education taxes, has newer buildings, and pays more in teacher salaries. Our school can't afford to lose any more educational support from the state without losing all of best and brightest to our upscale neighbor.

The reason why Measure 97 will improve our business attractiveness is because we can afford to trade some of our low overall business tax burden for an increase in the areas that we need improvement: health care, transportation, education, and the ability of government to provide a safe and secure environment. This is how we are going to get to Dr. Pierce's and Gov. Brown's shared vision of more prosperity in the long run. In the short run, estimates predict that there will be a decrease in the number of new private sector jobs which will be offset by an increase in higher paying public sector jobs. This is exactly what we need, because the attributes that business see lacking here are the services the public sector provides. The route to more private sector growth is through public sector support.

With the need for more public sector jobs in mind, we can talk about regression. Start with a state like Washington that has a sales tax. Right there, they have a big dose of regressivity in their individual tax burden. In comparison, there is much, much less regression in our tax burden. Now look at measure 97. The regressive element of this tax is only going to be compounded occasionally, will not happen in many transactions, will be diluted by having the corporations assume roughly half of the tax, and will only derive from just a 2.5% tax on the highest marginal bracket of a restricted segment of the economy. It is a justifiable and overall positive to accept a small increase in regression in exchange for increased government services which benefit the poor and needy most and give our state a stable financial path to prosperity.

In closing, because you are making this recommendation with the implication that you are forming a considered, well researched judgement, you do not have the simple task of just looking at the tax itself. You also have the responsibility to weigh how this tax will improve our state and appreciate the damage that will

occur without this tax when our state government cannot provide essential services. The consequences are part of the decision.

Mr. Brady went on to say that the bill originated in the teachers' and nurses' unions. He stated that looking at the tax structure, there is not enough in the general fund and schools have been struggling. He said that 71 economists have signed on to the measure; they took the minimum tax and changed the highest level to 2.5%.

Chair Runyon commended the participants in the respect they have shown one another in expressing opposing points of view.

Dan Erickson, Chair of Oregon Cherry Growers, said that he appreciates Mr. Brady's comments and agrees that there is a need. He stated that the problem with Measure 97 is that it picks on approximately 1,000 corporations of varying sizes; it is extremely unfair to some and has limited impact on others. He explained that under this measure, the Oregon Cherry Growers Cooperative would be taxed. The Cherry Growers Cooperative is mandated to remain profitable; they raise four to five tons of cherries but also purchase from non-members which will make the Cooperative taxable. He stated that combined with taxes already in place, had Measure 97 been in force last year the Cooperative would have shown a net loss – similar to auto dealers, cherry growers have thin profit margins. Measure 97 will make Oregon cherry growers non-competitive. He observed that there is already a high minimum wage that will escalate over the next five years. He said that Michigan is their main competitor; they have an \$8.50 minimum wage which is already \$4.00 less than Oregon's minimum wage which makes it hard for Oregon cherry growers to compete. He said that we lose the competitive edge east of the Rockies due to transportation costs. He stated that Measure 97 is unfriendly to business – government regulations and market demands already apply pressure to businesses. He reported that the Cooperative has already lost 15 growers – 14 of which were driven out of business. He concluded by saying that the Cooperative also processes blueberries and other fruit – all of those will be taxed.

Mr. McAllister agreed, saying that we do need tax reform but we need a more public discussion of the consequences of proposals. He said that between Safeway and Fred Meyer – one will pay the tax and the other will not; we do not know what the department of revenue will do with that. He stated that Measure 5 was a disaster and is why the schools are in this situation. There is no guarantee on how the legislature will distribute funds. We need reform and more money for schools; there is no question

there.

Ken Bailey of Orchard View Farms stated that his business would be subject to the tax. He said that on a bad year they may not make the minimum \$25 million in gross; but on the years that they do, it would eliminate the profit margin. He went on to say that even in bad years, they would experience a hardship through the pass-through costs from other businesses. He said that while Measure 97 would not put him out of business, it will devastate smaller farmers. He agreed that we need tax reform, but it needs to be done thoughtfully with a public dialog and everyone needs to pay for it – if everyone believes someone else is paying, they will abuse it; everyone needs to be invested in it. He concluded by saying that they need to be transparent about how the increased costs will be passed on.

Tim Dahle of Dahle Orchard said that Measure 97 would add bureaucracy to the government. He stated that the concept of a public union advocating to add more public employees is not a good model for decision-making. He said that he believes it is appropriate for the Board to weigh in as it affects the economy of Wasco County.

Mr. Dahle went on to say that it is a big hurdle to go after gross receipts; a business can have gross receipts and still lose money – the lay citizen does not understand that. He observed that some of this is the life savings and retirement for the business owners. He stated that he believes tax reform should come from public discourse; this is an inappropriate way to pass a new tax – it preys on the lack of understanding for the average citizen.

Stan Ashbrook said that the trickle down will impact his business which is \$1 million dollars gross with a 0-5% margin. He said it will impact his ability to get bank loans and he will pay the tax indirectly through his cost of production. He said that trying to accumulate some net worth will be impossible. He said that even the little guys will be paying somehow.

Mr. Erickson said that when the minimum tax went into effect it already put businesses at risk; under this tax there would have been a \$300,000 loss to the cherry growers.

Mr. Brady noted that the Cherry Growers are a C corporation. Mr. Erickson replied that they could become an S corporation to get away from this tax but they became a C corporation for specific reasons having to do with estate planning, etc. He said that the

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Cooperative has had lawyers and experts review the measure for impacts.

Ken Polehn of Polehn Farms said he encourages the Board to oppose Measure 97 for all the reasons stated.

Chair Runyon stated that Measure 97 will be on the ballot. He said that this is the perfect place for this discussion as it will help get the message out – it doesn't always have to be something the Board is voting on. He asked County Counsel Kristen Campbell if the Board can vote on the resolution opposing Measure 97.

Ms. Campbell replied that she has not spoken to Sherman County as to where they found the authority for their resolution. She noted that the resolution does not bind the Board to any action or inaction.

Mr. Bailey said that he appreciates the public meeting and appreciates the question. He said that the Board may want to take the time to look into it; providing this forum for opposition and support is good.

Commissioner Hege asked Mr. Erickson, former County Judge, if he remembers the Court taking a position on anything. Mr. Erickson said he could not remember specifically but is pretty sure that they did.

Ms. Campbell recommended that the Board take it under advisement. Mr. Erickson suggested that they might approve the resolution pending a final opinion from County Counsel.

Chair Runyon said that he personally doesn't have any problem with the resolution but would still like to have a final opinion from Ms. Campbell.

Commissioner Kramer said that he believes that he was elected by the voters as their representative. He said he tries to take in all the information and then make a decision. He said that the majority of his constituents oppose this measure. He noted that we are 98.6% agricultural in Wasco County. He said that he believes it is appropriate to take a position.

{{{Commissioner Kramer moved to approve Resolution 16-020 contingent on an opinion from County Counsel. The motion died without a second.}}}

Commissioner Hege said that he would not want to have to rescind the order should it turn out that there is not authority for it. Ms. Campbell stated that her preference would be to wait for two weeks before formally adopting. Commissioner Hege said that he thinks it will be legal, but he would prefer to wait.

Chair Runyon said that he would sign the resolution and move along and he thinks Commissioner Kramer would as well; however, we can afford the time to make sure that we are doing it correctly.

Commissioner Hege commented that this is a good forum for discussion; Measure 97 is one of the more significant measures we have seen – a \$3 billion annual change. He stated that it is too drastic and he will not support it. He pointed out that the State conducted a study – this will set up a pyramid where the tax will be added at several points and has the potential for unintended consequences that we do not understand. He said that he is concerned. He added that he knows that the political pressures faced by legislators can sometimes force them into a corner when making distribution decisions. He observed that Oregon is not the most competitive state and this will make us even less competitive. He reported that in the last six months he has worked with businesses that have expressed their discomfort with this measure and one that made the decision to not locate here because of it. He went on to say that Measure 50 has failed us along with others after it; it has put us into this situation. He agreed that we do have a problem with schools and they need to take the time to come to a thoughtful solution; maybe this will wake them up to do that. He concluded by saying that he appreciates everyone being here – we need to have the discussion.

Mr. Erickson asked if the Board would bring this back for more discussion. Chair Runyon replied that he expects it to be on the Discussion List at the next session. He said that his only question is around the proper process.

Commissioner Hege said that he is concerned about the City of Antelope. Mr. Stone noted that the Assessor reached out several times. Chair Runyon said that he has been to Antelope City Council meetings where no one has shown up. He reminded Commissioner Hege that at one point the Board of County Commissioners had to appoint a mayor because no one wanted to do it. Commissioner Hege acknowledged the challenges, saying that he would just like to know more about what is happening. He noted that former Clerk Linda Brown had advised that it is in the County's interest

that Antelope remain incorporated. He said that perhaps we can offer them some help.

Chair Runyon commented that the Finance Director has been present for the entire meeting and asked if he had anything he needed to bring to the Board. Mr. Middleton replied that he is there to observe, gain knowledge and offer information when needed. Mr. Stone added that Mr. Middleton is primary to the processes of the County and he appreciates the time he takes to attend the sessions.

Commissioner Hege asked when the Board might expect to start seeing financial statements. Mr. Middleton replied that he and Mr. Stone have been working on that and he hopes to have them by the next meeting. He said that it is a work-in-progress; he looks forward to feedback from the Board to improve it and make sure it is a relevant and not static report.

Mr. Stone said that it will be a level of reporting the Board has not seen before with context that will make it meaningful. Commissioner Hege commented that the Board needs that education and awareness; it could be very simple with more detail if there is something concerning.

Mr. Middleton stated that month-end closings have been a challenge and he wants to get that cleaned up; for instance, credit card expenditures can show up sometimes as late as two months after the purchase – those should be weekly. He said that he wants to be current – if we track more in real time, the information will be more reliable.

Chair Runyon asked that he makes sure that it is understandable and suggested that he take the time to do some training with each Commissioner. Mr. Middleton replied that he and Mr. Stone have discussed that aspect as well; one of the goals is more training.

Chair Runyon adjourned the session at 11:35 p.m.

The regular session reconvened at 11:25 a.m. and was adjourned.

Summary of Actions

Motions Passed

- To approve the Department of Justice Crime Victims' Services Division Victims of Crime Act 2016-2017 One-Time VOCA Non-Competitive Grant

Award Agreement.

- To approve the Consent Agenda.
- To approve the addendum to the MOU between Wasco County/City of The Dalles and The Dalles Main Street.
- To approve the MOU between the Oregon Department of Land Conservation and Development and Wasco County for Resource Zone Updates.

Consensus

- To sign the letter of notification to ODFW for payment of fees in lieu of taxes.
- To sign a letter of support for the request to adjust the fall 2016 OWEB Watershed Restoration Grant funding limit to include Fifteenmile Watershed managed underground storage facilities feasibility study.
- To sign the letter of support for periodic review from the Department of Land Conservation and Development.

Wasco County
Board of Commissioners



Rod L. Runyon, Board Chair



Scott C. Hege, County Commissioner



Steven D. Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
OCTOBER 5, 2016**

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. [VOCA Grant](#) – Judy Urness
2. [ODFW Payment](#) – Jill Amery

Discussion Item
VOCA Grant

- [2015 VOCA Grant Agreement](#)
- [2016 VOCA Grant Agreement](#)

DEPARTMENT OF JUSTICE

Crime Victims' Services Division

**VICTIMS OF CRIME ACT
CRIMINAL FINE ACCOUNT****2015-2017 VOCA AND CFA NON-COMPETITIVE
GRANT AWARD COVER SHEET**

1. Grantee Name and Address: Wasco County, acting by and through its District Attorney's Office 511 Washington St., Ste. 304 The Dalles, OR 97058-2231 Contact Name: Ms. Judy Urness Telephone: (541) 506-2685 Fax: (541) 506-2681 E-mail: judyu@co.wasco.or.us	2. Special Conditions: This grant Program is approved subject to such conditions or limitations as set forth the attached Grant Agreement. 3. Statutory Authority for Grant: VOCA: Federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 1061 ET SEQ and ORS 147.231 (1) CFA: ORS 147.227 and OAR 137-078-0000
4. Award Number: VOCA/CFA-2015-WascoCo.DAVAP-00055	5. Award Date: October 1, 2015
6. Grantee Tax Identification Number: 95-6002315	7. DUNS Number: 084415959
8. Type of Party Receiving Funds: <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor Government Agency / Prosecutor - County District Attorney	8. Program Period: October 1, 2015 – September 30, 2017
9. VOCA Category: General Victim Assistance	10. Total VOCA Grant Award Amount / Match Amount: \$ 98,774.00/ \$ 24,693.50
11. VOCA CFDA Number: CFDA 16-575	12. Total CFA Grant Award Amount: \$ 50,592.00
13. Indirect Cost Rate: None	14. Total Federal Award Amount: \$ 98,774.00
15. VOCA and CFA Narrative Report and CFA Statistical Report Due Dates: October 31, 2015 October 31, 2016 (final)	16. VOCA and CFA Financial & Outcome Measures Reports and VOCA PMT Report Due Dates: January 31, 2016 January 31, 2017 April 30, 2016 April 30, 2017 July 20, 2016 July 20, 2017 October 31, 2016 October 31, 2017 (final)
This award is contingent upon the Grantee agreeing to the terms of award for the grant entitled "2015-2017 VOCA and CFA Non-Competitive Grant Award". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.	

**OREGON DEPARTMENT OF JUSTICE
VOCA AND CFA INTERGOVERNMENTAL GRANT AWARD**

**2015-2017 VOCA and CFA NON-COMPETITIVE GRANT AGREEMENT
VOCA/CFA-2015-WASCOCo.DAVAP-00055**

BETWEEN: State of Oregon, acting by and through (Grantor)
its Department of Justice,
1162 Court St. NE
Salem, Oregon 97301-4096
Fax: 503-378-6974

AND: Wasco County, acting by and through its District Attorney's Office(Grantee)
511 Washington St., Ste. 304
The Dalles, OR 97058-2231
Fax: (541) 506-2681

PROGRAM START DATE: October 1, 2015

**SECTION I
LEGAL BASIS AND DESCRIPTION OF AWARD**

Section 1.01. Legal Basis of Award.

- (a) Pursuant to the federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 10601 *et seq.* ("VOCA"), and ORS 147.231, Grantor is authorized to enter into a grant agreement and to make an award, from funds received under VOCA, to Grantee for the purposes set forth herein.
- (b) Pursuant to ORS 137.143, a monetary obligation is imposed upon a convicted person. Those obligations are deposited into the Criminal Fine Account ("CFA"), and pursuant to ORS 147.227 (1), Grantor is authorized to enter into a Grant Agreement and to make an award, from funds in the Criminal Injuries Compensation Account that are received from the Criminal Fine Account, to Grantee for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Grant Award Agreement, hereafter referred to as Agreement, is between the Grantor and the forenamed Grantee.

Section 1.03. Effective Date. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective as of October 1, 2015.

Section 1.04. Agreement Documents. This Agreement includes the following documents listed in descending order of precedence and incorporated into this Agreement. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control.

- (a) This Agreement without any Exhibits;
- (b) Exhibits A through E as described in Section 2.04 (d); and
- (c) Exhibit F.

This Agreement is also subject to the terms of the following documents, to the extent they do not conflict with the Agreement. In the event of a conflict between two or more of the following documents, the language in the document with the higher precedence shall control.

- (a) The most current versions of the CFA Grant Management Handbook available at http://www.doj.state.or.us/victims/pdf/cfa_grant_management_handbook.pdf, ("CFA Grant Management Handbook") and the VOCA Grant Management Handbook available at http://www.doj.state.or.us/victims/pdf/voca_grant_management_handbook.pdf ("VOCA Grant Management Handbook").
- (b) 2015-2017 VOCA and CFA Non-Competitive Program Grant Request for Application Instructions and any Amendments ("VOCA and CFA RFA").
- (c) Grantee's VOCA and CFA Application from the VOCA and CFA RFA to include the general information for all Grantees (Form A, Cover Page; Form D, Staff Roster; Form G, Crime Victim Compensation Information; Form H, Project Description; Form J, Coordination and Collaboration, Memorandum of Understanding, and Subcontracting; and Form K, Uploads), the Grantee's VOCA Application as defined in Section 1.04 (d) herein, and the Grantee's CFA Application as defined in Section 1.04 (e) herein, are collectively referred to as the "Grantee's VOCA and CFA Application."
- (d) Grantee's VOCA Application from the VOCA and CFA RFA to include the following and collectively referred to as "Grantee's VOCA Application."
 - (i) The services included in the Services Checklist (Form B of the Grantee's VOCA and CFA Application);
 - (ii) As appropriate, the organizational capacity to deliver services to underserved communities included in Underserved Funds (Form C of the Grantee's VOCA and CFA Application); and
 - (iii) The budget forms, (Forms L-P of the Grantee's VOCA and CFA Application, the "VOCA Budget").
- (e) Grantee's CFA Application from the VOCA and CFA RFA to include the following and collectively referred to as "Grantee's CFA Application."
 - (i) The Grantee's policies and procedures included in the Policies and Procedures Narrative (Form I of the Grantee's VOCA and CFA Application);
 - (ii) As appropriate, the organizational capacity to deliver services to underserved communities included in Underserved Funds (Form C of the Grantee's VOCA and CFA Application); and
 - (iii) The budget forms, (Forms L, M, N and P of the Grantee's VOCA and CFA Application, the "CFA Budget").

Section 1.05. Requirements for Pass-Through Entities. Information required by 2 CFR 200.331 for pass-through entities to include on all subawards is contained herein or available for VOCA at:

http://www.doj.state.or.us/victims/pdf/2015_voca_nc_pass_through_agreement_reqs.pdf.

SECTION 2
GRANT AWARD

Section 2.01: Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee maximum not-to-exceed amount of **\$149,366.00** (the "Grant") from the Fund(s) in the category(ies) outlined below to financially support and assist Grantee's implementation of the Grantee's VOCA Application and Grantee's CFA Application (as described in Section 1.04) from the Grantee's VOCA and CFA Application, all of which are incorporated herein by this reference and collectively referred to as the "Program".

Fund	Category	Year 1 Funds	Year 2 Funds	Total Maximum Funds
VOCA	DV			
VOCA	CA			
VOCA	US			
VOCA	GEN	\$ 49,387.00	\$ 49,387.00	\$ 98,774.00
CFA	N/A	\$ 25,296.00	\$ 25,296.00	\$ 50,592.00

Section 2.02: Grant Award and Performance. In accordance with the terms and conditions of this Agreement, Grantee shall implement the VOCA and CFA as described in the Program.

Section 2.03: Disbursement of Grant Money. Subject to Sections 2.04, 2.05, and 2.06, Grantor shall disburse the Grant money to Grantee as follows:

- (a) For VOCA funds, disbursements shall be on a quarterly eligible expense reimbursement basis after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained and when Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (ii) this Agreement terminates as provided herein.
- (b) For CFA funds, the first installment shall be disbursed as soon as practicable after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained. Thereafter the Grant shall be disbursed in amounts to be determined by Grantor on or about each following January 31, April 30, July 31, October 31 until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (ii) this Agreement terminates as provided herein.

Section 2.04: Conditions Precedent to Each Disbursement. Grantor's obligation to disburse Grant money to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Grantor has received sufficient funds under VOCA, CFA and the Criminal Injuries Compensation Account to allow the Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) Grantor, the CFA and the Criminal Injuries Compensation Account has each received sufficient funding, appropriations, limitations, allotments and other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantor has received a copy of the Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil

Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; Victims of Crime Act Special Conditions; and Subcontractor Insurance Requirements, all in the form attached hereto as **Exhibits A - F** respectively, and incorporated herein by this reference, duly executed and delivered on behalf of Grantee by an authorized official of Grantee;

- (d) Grantee certifies insurance coverage is in full force for the duration of this Agreement;
- (e) If Grantee expends \$500,000 or more in federal funds from all sources in a fiscal year beginning prior to December 26, 2014, Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133;
- (f) If Grantee expends \$750,000 or more in federal funds from all sources in a fiscal year beginning December 26, 2014 or later, Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F;
- (g) If Grantee agency does not claim an exemption from the EEOP requirement (Grantee is an educational, medical or non-profit institution or an Indian Tribe; or Grantee has less than 50 employees; or Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds), Grantee has prepared, maintained on file, submitted to the Office for Civil Rights for review (if receiving a single award of \$500,000 or more), and implemented an EEOP;
- (h) Grantee is current in all reporting requirements of all active or prior VOCA grants including, but not limited to:
 - (i) Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed;
 - (ii) Grantor has received the completed Semi-Annual VOCA Non-Competitive Narrative Report as described in the most recent version of the VOCA Grant Management Handbook; and
 - (iii) Grantor has received the completed Semi-Annual VOCA Non-Competitive Victim Statistics Report as described in the most recent version of the VOCA Grant Management Handbook.
- (i) Grantee is current in all reporting requirements of all active or prior CFA grants, including, but not limited to:
 - (i) Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for the reporting period; and
 - (ii) Grantor has received from Grantee the completed CFA Annual Report as described in the most recent version of the CFA Grant Management Handbook.
- (j) No default as described in Section 6.03 has occurred; and
- (k) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Supplemental Grant Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

"None"

Section 2.06. Grant Availability Termination. The availability of Grant money under this Agreement and Grantor's obligation to disburse Grant money pursuant to Section 2.03 shall end on **September 30, 2017**

(the "Availability Termination Date"). Grantor may not disburse any Grant money after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee's completed performance or on **September 30, 2017**, whichever date occurs last. Agreement termination shall not extinguish or prejudice Grantor's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant money is limited to those expenditures necessary to implement the Program and that are eligible under applicable federal and State of Oregon law, and as described in the most recent versions of the VOCA Grant Management Handbook and the CFA Grant Management Handbook. Furthermore, Grantee's expenditure of Grant money must be in accordance with the Program budget and narrative (the "Budget") set forth in the Grantee's VOCA and CFA Application.

The VOCA year one maximum allocation described in section 2.01 may only be allocated for Program costs incurred between October 1, 2015 and September 30, 2016. Any funds that may remain unexpended from the year one allocation may be carried forward and included in the year two allocation. The VOCA year two allocation described in section 2.01 may only be allocated for Program costs incurred between October 1, 2016 and September 30, 2017.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant money for (i) indirect costs defined in 2 CFR 200.56 in excess of a federally-approved Negotiated Indirect Cost Rate, or in excess of ten percent (10%) if Grantee does not have a federally approved Negotiated Indirect Cost Rate, (ii) unallowable costs as listed in 2 CFR Part 200 and OAR 137-078-0041 (2)(a), (iii) to provide services to persons other than those described in Section 5.15(a), (iv) for any purpose prohibited by any provision of this Agreement, or (v) to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement. A detailed list of unallowable costs can be found in the most recent versions of the VOCA Grant Management Handbook and the CFA Grant Management Handbook.

Section 3.03. Unexpended Grant Money. Any VOCA Grant money disbursed to Grantee, or any interest earned by Grantee on the VOCA Grant money, that is not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended VOCA funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor. If Grantee fails to return the amount of the unexpended VOCA funds within fifteen (15) days after the earlier of the Availability Termination Date or the date this Agreement is terminated, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any contract or agreement, present or future, between Grantor and Grantee.

If any CFA Grant money disbursed to Grantee, or any interest earned by Grantee on the CFA Grant money, is not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated, then at Grantor's discretion: (i) Grantee may retain a portion or all of such money with a demonstration satisfactory to Grantor of how it will be incorporated into the new fiscal year program or used in a subsequent grant award, or (ii) some or all of the unexpended CFA Grant money shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended CFA funds under this Section 3.03 by paying to Grantor the amount of

unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor.

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is a political subdivision of the State of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, or any provision of Grantee's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01. Program Commencement. Grantee shall cause the Program to be operational no later than 60 days from the date of this Agreement. If the Program is not operational by that date, Grantee must submit a letter to Grantor describing steps taken to initiate the Program, reasons for delay, and the expected Program starting date. If the Program is not operational within 90 days of the date of this Agreement, the Grantee must submit a second letter explaining the additional delay in implementation, and the Grantor may, after reviewing the circumstances, consider the Grantee in default in accordance with Section 6.03 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Program Completion. Grantee shall complete the Program no later than **September 30, 2017** provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04 (a) and (b) are not satisfied, Grantee shall not be required to complete the Program.

Section 5.03. Federal Assurances and Certifications. Grantee will comply with all of the federal requirements, including, but not limited to, those set forth in Exhibits A – E (Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; and Victims of Crime Act Special Conditions) attached hereto.

Section 5.04. Civil Rights and Victim Services.

- (a) Grantee shall collect and maintain statutorily required civil rights statistics on victim services as described in the most recent version of the VOCA Grant Management Handbook.
- (b) Grantee shall comply with the following Oregon Department of Justice, Crime Victims' Services Division ("CVSD") policies for addressing discrimination complaints,
 - (i) *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victims' Services Division's Subrecipients under U.S. Department of Justice Grant Programs*, available at http://www.doj.state.or.us/victims/pdf/civil_rights_complaints_employees.pdf; and
 - (ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victims' Services Division and the Oregon Department of Justice, Crime Victims' Services Division Subrecipients* available at http://www.doj.state.or.us/victims/pdf/civil_rights_complaints_participants.pdf.
- (c) Grantee shall complete and certify completion of civil rights training as described under Training on CVSD Civil Rights Requirements web page available at http://www.doj.state.or.us/victims/pages/civil_rights.aspx. Grantee shall conduct periodic training to Grantee employees on the procedures set forth in the policies referenced in subsection (b) of this Section.
- (d) Grantee shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Grantee is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age or disability and the procedures for filing a complaint of discrimination as described in the "Civil Rights Fact Sheet" developed by CVSD and available at http://www.doj.state.or.us/victims/pdf/civil_rights_fact_sheet.pdf.

Section 5.05. Volunteers. Grantee will use volunteers in implementation of the VOCA Program unless a waiver has been obtained from CVSD.

Section 5.06. Training Requirements.

- (a) Grantee shall ensure that direct service staff, volunteers and members of the board of directors, or governing body or designated leaders with direct responsibility for domestic violence and sexual assault programs attend training that meets the requirements adopted by the Department of Human Services ("DHS") Advisory Committee: http://www.doj.state.or.us/victims/pdf/dvsa_training_requirements.pdf.
- (b) Grantee shall ensure that VOCA-funded staff providing direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations attends the Oregon Basic State Victim Assistance Academy (SVAA) training: <http://www.oregonvictims.org/basic-svaa>. 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 VOCA-funded staff position(s), which may be from SVAA, DHS Advisory Committee adopted training requirements described in subsection (a) of this Section, VAT *Online* described in subsection (c) of this Section, and additional population-specific topics.

- (c) Volunteers and interns providing VOCA-funded direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations are required to successfully complete the Office for Victims of Crime (OVC) Victims Assistance Training *Online* (VAT *Online*) or a training program that minimally covers the topics included in VAT *Online*: https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm. 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 described in subsection (a) of this Section, SVAA described in subsection (b) of this Section, and additional population-specific topics.
- (d) VOCA-funded staff providing direct services is encouraged to attend the CVSD-sponsored Crime Victims Compensation Training at least once every four years.
- (e) Grantee shall notify the CVSD when any staff training is completed by updating the Staff Roster in the CVSD web-based grant application and reporting system ("CVSD E-Grants"). Grantee shall document training completed by volunteers, interns and members of the board of directors, or governing body or designated leaders.
- (f) Grantee shall attend all appropriate CVSD-sponsored training unless specific written permission excusing attendance has been obtained from CVSD.

Section 5.07. Reporting Requirements.

- (a) Grantee shall submit the following reports as described in the VOCA Grant Management Handbook:
 - (i) Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly financial reports.
 - (ii) Quarterly Performance Measurement Tool Reports. No later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly performance measurement tool reports.
 - (iii) Annual Narrative Reports. No later than 31 days after the end of the calendar quarter ending September 30, Grantee shall prepare and submit to Grantor an Annual Narrative Report covering the reporting period just ended from October 1 through September 30.
 - (iv) Quarterly Client Feedback Form and Outcome Measure Report. Grantee agrees to distribute a client feedback form to all victims served by the Program, as deemed appropriate by the Program. The client feedback form must include the three (3) CVSD Common Outcome Measures as designated by the Grantor in the most recent version of the VOCA Grant Management Handbook as well as collect other data as requested by CVSD. Grantee shall encourage return of the client feedback form with a survey completion and return rate goal of at least 10%. Grantee must report on the responses quarterly no later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30.
- (b) Grantee shall submit the following reports as described in the CFA Grant Management Handbook:

- (i) Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending, September 30, December 31, March 31, and no later than July 20 for the calendar quarters ending June 30, Grantee shall submit through CVSD E-Grants to Grantor quarterly financial reports.
- (ii) Annual Reports. No later than 31 days after the end of the calendar quarter ending September 30, Grantee shall prepare and submit to Grantor an Annual Narrative Report and an Annual Statistical Report covering the reporting period just ended from October 1 through September 30.

Section 5.08. Procurement Standards. Grantee shall follow the same policies and procedures it uses for procurement from any other state or federal funds. Grantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.326.

Section 5.09. VOCA Matching Funds. Grantee shall obtain and expend VOCA Program matching funds as identified in the Budget and Narrative. Grantee is required to provide matching funds equal to 25% of the VOCA Grant funds received.

Section 5.10. Confidentiality. In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, Grantee shall protect the confidentiality and privacy of persons receiving services. Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs; or 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.

If release of information described in the previous paragraph is compelled by statutory or court mandate, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and Grantee shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

Grantee may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with federal, state, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.

The term "personally identifying information," "individual information," or "personal information" means individually identifying information for or about an individual victim of domestic violence, dating violence, sexual assault, or stalking, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.

Grantee shall notify the Grantor promptly after receiving a request from the media for information regarding a recipient of services funded with Grant monies.

Section 5.11. Criminal History Verification. Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Grantee; or
- (b) As the employer, by contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or
- (c) By use of another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, applicants or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Grantee shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether based upon the conviction the person poses a risk to working safely with victims of crime. If Grantee intends to hire or retain the employee, potential employee or volunteer, Grantee shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant/employee/volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Grantee will place this explanation, along with the applicant/employee/volunteer's criminal history check, in the employee/volunteer personnel file for permanent retention.

Section 5.12. Maintenance, Retention and Access to Records; Audits.

- (a) Maintenance and Retention of Records. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Chief Financial Officer set forth in the most recent version of the Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circular A-133 (if applicable), and 2 CFR Part 200, 2 CFR Part 215, and 2 CFR Part 230. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this Grant shall be retained by the Grantee for a minimum of six years following termination or expiration of this Agreement for purposes of State of Oregon or federal examination and audit provided, however, that if there is any audit issue, dispute, claim or litigation relating to this Agreement or the Grant, Grantee shall retain and keep accessible the books of account and records until the audit issue, dispute, claim or litigation has been finally concluded or resolved. It is the responsibility of the Grantee to obtain a copy of the OJP Financial Guide from the Office of the Chief Financial Officer available at: <http://ojp.gov/financialguide/DOJ/index.htm> and apprise itself of all rules and regulations set forth.

- (b) Access to Records. Oregon Department of Justice/CVSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office ("GAO") or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the Grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- (c) Audits. Grantee shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Grantee expends \$500,000 or more in federal funds (from all sources) in its fiscal year, beginning prior to December 26, 2014, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. If Grantee expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to CVSD within 30 days of completion. If Grantee expends less than \$500,000 in federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Grantee is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in subsection (b) of this Section.
- (d) Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 or 2 CFR Part 200, subpart F are unallowable. If Grantee did not expend \$500,000 or more in federal funds in a fiscal year beginning prior to December 26, 2014, or \$750,000 or more in federal funds in a fiscal year beginning on or after that date, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this Grant.

Section 5.13. Compliance with Laws. Grantee shall comply with (and when required cause its subgrantees to comply with) all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant money and the activities financed with the Grant money. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with:

- (a) **Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.** (prohibiting discrimination in programs or activities on the basis of race, color, and national origin) and the **Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1)** (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).
 - (i) These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.
 - (ii) In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.
- (b) **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et. seq.** (prohibiting discrimination in employment practices or in programs and activities on the basis of disability).

- (c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131**, and ORS 659.425 (prohibiting discrimination in services, programs, and activities on the basis of disability); the **Age Discrimination Act of 1975, 42 U.S.C. § 6101-07** (prohibiting discrimination in programs and activities on the basis of age); and **Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et. seq.** (prohibiting discrimination in educational programs or activities on the basis of gender); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.
- (d) The **Federal Funding Accountability and Transparency Act (FFATA) of 2006**, which provisions include, but may not be limited to, a requirement for Grantee to have a Data Universal Numbering System (DUNS) number and maintain a current registration in the System for Award Management (SAM) database.
- (e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing its proposal and budget and in conducting its Program and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice (USDOJ) has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
- (f) **Equal Treatment for Faith-Based and Community Organizations**, codified at 28 C.F.R. Part 38, and Executive Order 13279, regarding Equal Protection of the Laws for Faith-Based and Community Organizations (ensuring equal treatment for faith-based organizations and non-discrimination of beneficiaries on the basis of religious belief) ensures that no organization will be discriminated against in a USDOJ funded program on the basis of religion and that services are available to all regardless of religion. Executive Order 13279 ensures a level playing field for the participation of faith-based organizations as well as other community organizations.
- (g) All regulations and administrative rules established pursuant to the foregoing laws, and other regulations as provided at <http://ojp.gov/funding/Explore/SolicitationRequirements/OtherRequirements.htm> and www.ojp.usdoj.gov/ocr.
- (h) Further, Grantee shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state administrative agency to the Oregon Department of Justice, CVSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.

Section 5.14. **VOCA Eligibility Requirements.** Grantee will comply with the federal eligibility criteria established by VOCA and the Office of Justice Programs Financial Guide in order to receive VOCA funds as described in the Grantee's VOCA Application.

Section 5.15. Assurances. The Grantee assures that it will:

- (a) Utilize Grant funds only to provide authorized services to victims of crime;
- (b) Obtain prior approval from the Oregon Department of Justice, CVSD for:
 - 1. Redirection of funds in or out of the Personnel category; OR
 - 2. Movement of funds that totals more than \$500 in the Services and Supplies or Other Services categories; OR
 - 3. To add a budget category or line item that did not exist in the original budget; OR
 - 4. Delete an existing category.
- (c) Comply with the requirements of the current version of the Office of Justice Programs, Financial Guide, available at: <http://ojp.gov/financialguide/DOJ/index.htm>; and
- (d) Comply with the terms of the most recent versions of the VOCA Grant Management Handbook and the CFA Grant Management Handbook.

SECTION 6 TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination by Either Party or by Grantor. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor, the CFA or the Criminal Injuries Compensation Account, fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) Grantor fails to receive sufficient federal funds under VOCA to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, or (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Program funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.04.

Section 6.03. Default. Either party shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the Program, the expenditure of Grant monies or the performance by Grantee is untrue in any material respect when made; or
- (c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an

involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing; or

- (d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant money, payment of interest earned on the Grant money, and declaration of ineligibility for the receipt of future VOCA or CFA awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant money or payment of interest earned on the Grant money, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting

machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSD E-Grants and no term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing.

Section 7.05. Subcontracts, Successors and Assignments.

- (a) Grantee shall not enter into any subcontracts for any of the Program activities required by this Agreement without Grantor's prior written consent. Grantee shall require any subcontractors to comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of federal funds. Grantor's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.
- (b) This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Contribution and Indemnification.

- (a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- (b) With respect to a Third Party Claim for which the Grantor is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the Grantor shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the Grantor on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantor on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Grantor had sole liability in the proceeding.
- (c) With respect to a Third Party Claim for which the Grantee is jointly liable with the Grantor (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of

expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantor in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the Grantor on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the Grantor on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- (d) **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- (e) **Indemnification by Subcontractors.** Grantee shall take all reasonable steps to cause each of its contractors that are not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the gross negligence or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- (f) **Subcontractor Insurance Requirements.** Grantee shall require each of its first tier contractors that is not a unit of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Exhibit F, attached hereto and incorporated by reference herein, before the contractor performs under the contract between Grantee and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon and that is acceptable to Grantor. Grantee shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in each Subcontract permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil

violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

Section 7.09. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.10. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Money; Section 5.12, Maintenance, Retention and Access to Records; Audits; and Section 7, MISCELLANEOUS and any other provisions that by their terms are intended to survive.

Section 7.11. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.12. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.13. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.14. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.15. No Third Party Beneficiaries. Grantor and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.



STATE OF OREGON

Acting by and through its Department of Justice


By: 

Name: Shannon L. Sivell

Title: Director, Crime Victims' Services Division

Date: 12/17/15

WASCO COUNTY, ACTING BY AND THROUGH ITS DISTRICT ATTORNEY'S OFFICE

By: 

Name: ~~Scott C. Hege~~ Rori L. Runyon

Title: Chair, Wasco County Board of Commissioners (Acting Chair)

Date: December 2, 2015

Approved as to Form:



Kristen Campbell

Wasco County Counsel



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

EXHIBIT A

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing

a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

511 Washington Street, Suite 304
The Dalles, Wasco County, Oregon 97058

Check here ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check here ☐ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Wasco County acting by and through its District Attorney's Office

2. Application Number and/or Project Name

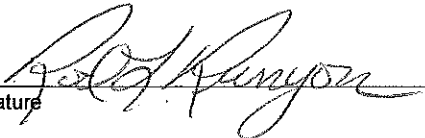
3. Grantee IRS/Vendor Number

Rod L. Runyon, Acting Chair Wasco County Board of Commissioners

93-6002315

4. Typed Name and Title of Authorized Representative

5. Signature



December 2, 2016

6. Date



OMB APPROVAL NUMBER 1121-0140

As modified by the Office of Criminal Justice Services
Pursuant to request of the OJP Office of Civil Rights

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; 2 CFR Part 200; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include:
 - Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
 - Victims of Crime Act (42 U.S.C. § 10604(e));
 - Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
 - Civil Rights Act of 1964 (42 U.S.C. § 2000d);
 - Rehabilitation Act of 1973 (29 U.S.C. § 794);
 - Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
 - Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86);
 - Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
 - Ex. Order 13279 (equal protection of the laws for faith-based and community organizations);
 - Equal Treatment for Faith-Based Organization (28 C.F.R. pt. 38); and
 - Nondiscrimination, Equal Employment Opportunity, Policies and Procedures (28 C.F.R. pt. 42).


In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Additionally, all grant recipients (including subgrantees or contractors) agree to report any complaints, lawsuits, or findings from a federal or state court or a federal or state Administrative Agency regarding a civil rights finding.

7. If a governmental entity:

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Rod L. Runyon
Print Name of Authorized Official


Signature of Authorized Official

Acting Chair, Wasco County Board of
Commissioners

December 2, 2015
Date

SINGLE AUDIT CERTIFICATION LETTER

October 1, 2014

Ms. Judy Urness
 Wasco County, acting by and through its District Attorney's Office
 511 Washington St., Ste. 304
 The Dalles, OR 97058-2231

RE: Subrecipient Audit Requirements of OMB Circular A-133 (2 CFR Part 200, Subpart F for audits of fiscal years beginning on or after December 26, 2014) Grant Agreement between the Oregon Department of Justice and for the period of October 1, 2015 – September 30, 2017 under the VOCA Non-Competitive Grant Award/CFDA#16-575 /\$ 98,774.00.

Dear Ms. Judy Urness,

The Oregon Department of Justice is subject to the requirements of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations* and 2 CFR Part 200, subpart F. As such, the Oregon Department of Justice is required to monitor our subrecipients of federal awards and determine whether they have met the audit requirements and whether they are in compliance with federal laws and regulations. A copy of Circular A-133 can be found at the following web address:

http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf and a copy of 2 CFR Part 200, Subpart F can be found at the following web address: <http://www.ecfr.gov/cgi-bin/text-idx?SID=704835d27377ef5213a51c149de40cab&node=2:1.1.2.2.1&rgn=div5#2:1.1.2.2.1.6>

Accordingly, we are requesting that you check one of the following, provide all appropriate documentation regarding your organization's compliance with the audit requirements (CVSD will only accept the URL address for your organization's audit or an electronic copy), sign and date the letter and return this letter along with your Grant Agreement and Exhibits A, B, D, and E.

1. _____ We have completed our single audit for our most recent fiscal year, ending _____. The URL address indicated below or an electronic copy of the audit report and a schedule of federal programs by major program have been provided. (If material exceptions were noted, the responses and corrective actions taken have also been provided.)
URL address for single Audit:
2. ☒ We expect our single audit for our most recent fiscal year, ending 6.30.2015, to be completed by 3.25.2016. The URL address or an electronic copy of our audit report and a schedule of federal programs by major program will be forwarded to the Oregon Department of Justice within 30 days of receipt of the report. (If material exceptions are noted, a copy of the responses and corrective actions taken will be included.)
3. _____ We are not subject to the single audit requirement because:
 _____ We are a for-profit organization.
 _____ We expend less than \$500,000 in federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date.
 _____ Other (please explain) _____

Debbie Smith-Wagar
 Print Name of Fiscal Officer

Debbie Smith-Wagar
 Signature of Fiscal Officer

Wasco County Iterim Finance Director
 Title

November 30, 2015
 Date

Please address all correspondence to:
 Oregon Department of Justice, CVSD
 1162 Court Street NE
 Salem, OR 97301-4096

Oregon Department of Justice – Crime Victims' Services Division
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS
FOR SUBGRANTS ISSUED BY THE OREGON DEPARTMENT OF JUSTICE

INSTRUCTIONS: Complete the identifying information, which is found on the Grant Award face sheet, in the table below. Read the form completely, identifying, under "I," the person responsible for reporting civil rights findings; and checking only the one certification under "II" that applies to your agency. Have your Authorized Official sign as appropriate on page 2, forward a copy to the person you identified under "I," keep a copy for your records, and return the original to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street NE, Salem, OR 97301-4096 along with your Grant Agreement and Exhibits A, B, C, and E.

Grant Award: VOCA/CFA-2015-WascoCo.DAVAP-00055		Grant Title: VOCA Non-Competitive Grant Award
Grantee Name (Funded Entity): Wasco County, acting by and through its District Attorney's Office		
Address: 511 Washington St., Ste. 304, The Dalles, OR 97058-2231		
Program Period: Start Date: 10/1/2015 End Date: 9/30/2017		Award Amount: \$ 98,774.00
Contact Name, Phone # & E-mail address: Ms. Judy Urness, (541) 506-2685, judyu@co.wasco.or.us		

AUTHORIZED OFFICIAL'S CERTIFICATION: As the Authorized Official for the above Grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

- I. **REQUIREMENTS OF SUBGRANT RECIPIENTS:** All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

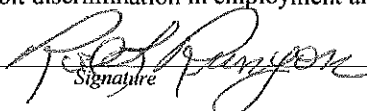
◆ I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆ I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Oregon Department of Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of receipt of this form. A copy of this Certification will be provided to this person, as identified here:

Person responsible for reporting civil rights findings of discrimination:

I certify that Wasco County acting by & through its DAS Office [Grantee] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Rod L. Runyon, Acting Chair BOCC
 Print or Type Name and Title


 Signature

December 2, 2015
 Date

II. **EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:**

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. Check the box before **ONLY THE ONE APPROPRIATE CERTIFICATION** (A, B or C below) that applies to this Grantee agency during the period of the grant duration noted above.

☐ **CERTIFICATION A: Declaration Claiming Complete Exemption from the EEOP Requirement**

Please check all the following boxes that apply:

- ☐ Grantee is an educational, medical or non-profit institution or an Indian Tribe; and/or
- ☐ Grantee has less than 50 employees; and/or
- ☐ Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds.

I, _____ [authorized official],
certify that _____ [Grantee]
is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

Print or Type Name and Title

Signature

Date

☐ **CERTIFICATION B: Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review**

If a recipient agency has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [authorized official],
certify that _____ [Grantee],
which has fifty or more employees and is receiving a single award for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, DOJ/CVSD, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

☒ **CERTIFICATION C: Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review**

If a recipient agency has fifty or more employees and is receiving a single award of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, Rod L. Runyon _____ [authorized official],
certify that Wasco County acting by & through its DAs Office [Grantee],
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Rod L. Runyon, Acting Chair Board of Commissioners

Print or Type Name and Title

Signature

Date

December 2, 2015

* * * * *

This original signed form must be returned to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street NE, Salem, OR 97301-4096, along with your Grant Agreement and Exhibits A, B, C, and E. You must also forward a signed copy to the person you identified under "I" on page 1. Electronically scan the signed document and send the signed document to EEOPForms@usdoj.gov with EEOP Certification in the subject line. Please retain a copy for your records.

For more information regarding EEOP requirements, please access the Office for Justice Programs, Office for Civil Rights web page at: <http://www.ojp.usdoj.gov/ocr>.

EXHIBIT E

VICTIMS OF CRIME ACT SPECIAL CONDITIONS

1. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the United States Department of Justice (USDOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by USDOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.
2. Under the Part 200 Uniform Requirements, a time-limited grace period for procurement standards may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (found at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

1. Grantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
2. Grantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Grantee is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of its Standard Assurances executed by Grantee, and may result in suspension of funding until such time as the Grantee is in compliance, or termination of the award.
3. Grantee understands and agrees that DOJ may withhold award funds, or may impose other related requirements, if the Grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
4. Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of DOJ.
5. Grantee and any subcontractors must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.
6. No Grantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the Grantor, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the Grantee --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

2. If the Grantee does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any contractor or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

7. Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without express prior written approval of DOJ.
8. Grantee agrees to comply with any additional requirements that may be imposed during the Grant performance period if the Grantor determines that the Grantee is a high-risk grantee.
9. Grantee agrees to comply with applicable requirements regarding registration with the SAM, System for Award Management (or with a successor government-wide system officially designated by OMB and OJP). The details of Grantee obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

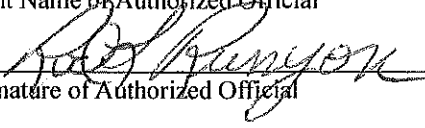
10. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Grantee to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
11. Grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
12. Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles available at <http://www.ojp.usdoj/funding/ojptrainingguidingprinciples.htm>.
13. Grantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the Grantee will promptly notify, in writing, the Fund Coordinator for this award, and, if so requested by DOJ, seek a budget-modification or change-of-project-scope grant amendment to eliminate any inappropriate duplication of funding.
14. Grantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
15. Grantee understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
16. A Grantee that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise DOJ in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
17. Grantee must collect, maintain, and provide to DOJ, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by DOJ. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.
18. VOCA Requirements
Grantee will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.
19. Grantee will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

20. Grantee understands that this award is subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. Grantee agrees to assist DOJ in carrying out its responsibilities under NEPA and related laws, if the Grantee plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) Grantee also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.
21. Grantee agrees to submit (and, as necessary, require subcontractors to submit) performance reports on the performance metrics identified by OVC, and in the time and manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction. Beginning October 1, 2015, Grantee agrees to submit (and, as necessary, require sub-recipients to submit) such information quarterly.
22. Grantee, if a non-profit entity, agrees to make its financial statements available online (either on the Grantee's website or another publicly available website). DOJ will consider Grantee organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
23. Grantee, if a non-profit entity, agrees to certify its non-profit status. Grantees may certify their non-profit status by submitting a statement to the recipient (to be placed in the grant file) affirmatively asserting that the Grantee is a non-profit organization, and indicating that it has on file, and available upon audit, either – 1) a copy of the recipient's 501(c)(3) designation letter; 2) a letter from the Grantee's state/territory taxing body or state/territory attorney general stating that the recipient is a non-profit organization operating within the state/territory; or 3) a copy of the Grantee's state/territory certificate of incorporation that substantiates its non-profit status. Grantee that are local non-profit affiliates of state/territory or national non-profits should have available proof of (1), (2) or (3), and a statement by the state/territory or national parent organization that the Grantee is a local non-profit affiliate.

Certification: I certify that I have read and reviewed the above assurances and the grantee will comply with all provisions of the Victims of Crime Act of 1984 (VOCA), as amended, and all other applicable Federal laws.

Scott C. Hege

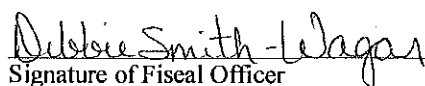
Print Name of Authorized Official


Signature of Authorized Official

Chair, Wasco County Board
of Commissioners
Title

December 2, 2015
Date

Debbie Smith-Wagar
Print Name of Fiscal Officer


Signature of Fiscal Officer

Wasco County Interim Finance Director
Title

November 30, 2015
Date

EXHIBIT F

SUBCONTRACTOR INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE. Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Grantor.

i. **WORKERS COMPENSATION.** All employers, including Subcontractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

ii. **EMPLOYERS' LIABILITY.**

☒ **Required by Agency** ☐ **Not required by Agency.**

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. **PROFESSIONAL LIABILITY**

☒ **Required by Agency** ☐ **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontractor shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. **COMMERCIAL GENERAL LIABILITY.**

☒ **Required by Agency** ☐ **Not required by Agency.**

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

v. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.**

☒ **Required by Agency** ☐ **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

B. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Subcontractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit F.

D. CERTIFICATE(S) OF INSURANCE. Subcontractor shall provide to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.**



DEPARTMENT OF JUSTICE
CRIME VICTIMS' SERVICES DIVISION

MEMORANDUM

DATE: September 22, 2016

TO: 2016-2017 VOCA One-Time Non-Competitive Grant Recipients

FROM: Cathy Relang, Fund Coordinator
Jeanette Ewald, Fund Coordinator

Attached is your agency's 2016-2017 VOCA One-Time Non-Competitive Grant Agreement. Please download the entire document and have your authorized official sign the following pages:

- The final page of the Grant Agreement;
- Exhibit A – Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements;
- Exhibit B – Standard Assurances;
- Exhibit C – Single Audit Certification Letter;
- Exhibit D – Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants issued by the Oregon Department of Justice; and
- Exhibit E – Victims of Crime Act Special Conditions.

Once the Grant Agreement and Exhibits are signed, please upload a copy of the signed Grant Agreement and Exhibits in the "Grantee Signed Grant Agreement" upload field on the "Grant Agreement Upload" page in your application in E-Grants and then **change the application status in CVSD E-Grants to "Application Accepted"**.

Once the signed Grant Agreement and Exhibits have been uploaded in E-Grants, a copy of the Grant Agreement signed by both your authorized official and CVSD Director Shannon Sivell will be uploaded into E-Grants and the status of your application will be changed to "Grant Awarded." You will find the uploaded copy of your grant agreement under the "Agreement Upload" form on the Forms Menu of your application.

If you have any questions regarding this agreement, please contact Cathy Relang 503-378-4476 or Jeanette Ewald at 503-378-6881.

DEPARTMENT OF JUSTICE

Crime Victims' Services Division

**VICTIMS OF CRIME ACT
2016-2017 ONE-TIME VOCA NON-COMPETITIVE
GRANT AWARD COVER SHEET**

1. Grantee Name and Address: Wasco County, acting by and through its District Attorney's Office 511 Washington Street, STE 304 The Dalles, OR 97058 Contact Name: Ms. Judy Urness Telephone: 541-506-2685 Fax: 541-506-2681 E-mail: judyu@co.wasco.or.us	2. Special Conditions: This grant Project is approved subject to such conditions or limitations as set forth the attached Grant Agreement. 3. Statutory Authority for Grant: VOCA: Federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 1061 ET SEQ and ORS 147.231 (1)
4. Award Number: VOCA-OT-2016-WascoCo.DAVAP-00006	5. Award Date: 4/1/2016
6. Grantee Tax Identification Number: 95-6002315	7. DUNS Number: 084415959
8. Type of Party Receiving Funds: <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor Government Agency / Prosecutor - County District Attorney	9. Project Period: 4/1/2016 - 12/31/2017
10. VOCA Category: General Victim Assistance	11. Total VOCA Grant Award Amount / Match Amount: \$ 26,800.00 / \$ 6,700.00
12. VOCA CFDA Number: CFDA 16-575	13. Indirect Cost Rate: Waived
14. Narrative E-Grants Report Due Dates (as appropriate, based on Project period): January 31, 2017 January 31, 2018	15. Financial and PMT Report Due Dates (as appropriate, based on Project period): April 30, 2016 January 31, 2017 July 20, 2016 April 30, 2017 October 31, 2016 July 20, 2017 October 31, 2017 January 31, 2018
This award is contingent upon the Grantee agreeing to the terms of award for the grant entitled "2016-2017 VOCA One-Time Non-Competitive Grant". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.	

**OREGON DEPARTMENT OF JUSTICE
VOCA INTERGOVERNMENTAL GRANT AWARD**

**2016-2017 VOCA NON-COMPETITIVE GRANT AGREEMENT
VOCA-OT-2016-WASCOCo.DAVAP-00006**

BETWEEN: State of Oregon, acting by and through (Grantor)
its Department of Justice,
1162 Court St. NE
Salem, Oregon 97301-4096
Fax: 503-378-6974

AND: Wasco County, acting by and through its District Attorney's Office(Grantee)
511 Washington Street, STE 304
The Dalles, OR 97058
Fax: 541-506-2681

PROJECT START DATE: 4/1/2016

**SECTION 1
LEGAL BASIS AND DESCRIPTION OF AWARD**

Section 1.01. Legal Basis of Award. Pursuant to the federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 10601 *et.seq.* ("VOCA"), and ORS 147.231, Grantor is authorized to enter into a grant agreement and to make an award, from funds received under VOCA, to Grantee for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Grant Award Agreement, hereafter referred to as Agreement, is between the Grantor and the forenamed Grantee.

Section 1.03. Effective Date. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective, and have a Project start date of 4/1/2016.

Section 1.04. Agreement Documents. This Agreement includes the following documents listed in descending order of precedence and incorporated into this Agreement. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control.

- (a) This Agreement without any Exhibits;
- (b) Exhibits A through E as described in Section 2.04 (d); and
- (c) Exhibit F.

This Agreement is also subject to the terms of the following documents, to the extent they do not conflict with the Agreement. In the event of a conflict between two or more of the following documents, the language in the document with the higher precedence shall control.

- (a) The most current version of the VOCA Grant Management Handbook available at http://www.doj.state.or.us/victims/pdf/voca_grant_management_handbook.pdf ("VOCA Grant Management Handbook").

- (b) 2016-2017 VOCA One-Time Grant Request for Application Instructions and any Amendments ("VOCA One-Time RFA").
- (c) Grantee's VOCA Application from the VOCA One-Time RFA to include the following and are collectively referred to as the Grantee's "VOCA One-Time Application."
 - (i) Form A, Cover Page;
 - (ii) The services included in Form B, Services Checklist;
 - (iii) Form F, Project Description;
 - (iv) As appropriate, Form G, Coordination and Collaboration, Memorandum of Understanding, and Subcontracting;
 - (v) Form H, Attachments to Upload; and
 - (vi) Forms I-M, the budget forms ("VOCA One-Time Budget").
- (d) For Grantee's receiving VOCA funds for the first time, the Grantee's VOCA One-Time Application from the VOCA One-Time RFA shall include the Grantee's VOCA Application as defined in Section 1.04 (c) herein and the following and are collectively referred to as Grantee's "VOCA One-Time Application."
 - (i) Form C, Crime Victim Compensation Information;
 - (ii) Form D, Volunteer Information; and
 - (iii) Form E, Organization/Program Revenue.

Section 1.05. Requirements for Pass-Through Entities. Information required by 2 CFR 200.331 for pass-through entities to include on all subawards is contained herein or available for VOCA at: http://www.doj.state.or.us/victims/pdf/2015_voca_nc_pass_through_agreement_reqs.pdf.

SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee maximum not-to-exceed amount of **\$ 26,800.00** (the "Grant") from VOCA fund(s) in the category(ies) outlined below to financially support and assist Grantee's implementation of the Grantee's VOCA One-Time Application (as described in Section 1.04), and all supplemental documents submitted by Grantee to Grantor, all of which are incorporated herein by this reference and collectively referred to as the "Project".

Fund	Category	Total Maximum Funds
VOCA	Emergency Services	\$ 3,929.00
VOCA	Training	\$ 4,077.00
VOCA	Technology/Repair	\$ 18,794.00
VOCA	Other	\$.00

Section 2.02. Grant Award and Performance. In accordance with the terms and conditions of this Agreement, Grantee shall implement the VOCA as described in the Project.

Section 2.03. Disbursement of Grant Money. Subject to Sections 2.04, 2.05, and 2.06, Grantor shall disburse the Grant money to Grantee on a quarterly eligible expense reimbursement basis after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained and when Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (ii) this Agreement terminates as provided herein.

Section 2.04. Conditions Precedent to Each Disbursement. Grantor's obligation to disburse Grant money to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Grantor has received sufficient funds under VOCA to allow the Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) Grantor has received sufficient funding, appropriations, limitations, allotments and other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantor has received a copy of the Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; Victims of Crime Act Special Conditions; and Subcontractor Insurance Requirements, all in the form attached hereto as **Exhibits A - F** respectively, and incorporated herein by this reference, duly executed and delivered on behalf of Grantee by an authorized official of Grantee;
- (d) Grantee certifies insurance coverage is in full force for the duration of this Agreement;
- (e) If Grantee expends \$750,000 or more in federal funds from all sources in a fiscal year beginning December 26, 2014 or later, Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F;
- (f) If Grantee agency does not claim an exemption from the EEOP requirement (Grantee is an educational, medical or non-profit institution or an Indian Tribe; or Grantee has less than 50 employees; or Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds), Grantee has prepared, maintained on file, submitted to the Office for Civil Rights for review (if receiving a single award of \$500,000 or more), and implemented an EEOP;
- (g) Grantee is current in all reporting requirements of all active or prior VOCA grants including, but not limited to:
 - (i) Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed;
 - (ii) Grantor has received the completed VOCA Narrative Reports as described in the most recent version of the VOCA Grant Management Handbook; and
 - (iii) Grantor has received the completed VOCA Performance Measurement Tool reports.
- (h) No default as described in Section 6.03 has occurred; and

- (i) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Supplemental Grant Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

none

Section 2.06. Grant Availability Termination. The availability of Grant money under this Agreement and Grantor's obligation to disburse Grant money pursuant to Section 2.03 shall only be for expenses that Grantee incurs before **12/31/2017** (the "Availability Termination Date"). Grantor may not disburse any Grant money for expenses which Grantee incurs after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee's completed performance or on **12/31/2017**, whichever date occurs first. Agreement termination shall not extinguish or prejudice Grantor's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant money is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of Oregon law, and as described in the most recent version of the VOCA Grant Management Handbook. Furthermore, Grantee's expenditure of Grant money must be in accordance with the VOCA One-Time Budget set forth in the Grantee's VOCA One-Time Application.

The VOCA allocation described in section 2.01 may only be allocated for Project costs incurred between 4/1/2016 and 12/31/2017.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant money for (i) indirect costs defined in 2 CFR 200.56 in excess of a federally-approved Negotiated Indirect Cost Rate, or in excess of ten percent (10%) if Grantee does not have a federally approved Negotiated Indirect Cost Rate, (ii) unallowable costs as listed in 2 CFR Part 200 and OAR 137-078-0041 (2)(a), (iii) to provide services to persons other than those described in Section 5.15(a), (iv) for any purpose prohibited by any provision of this Agreement, or (v) to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement. A detailed list of unallowable costs can be found in the most recent versions of the VOCA Grant Management Handbook.

Section 3.03. Unexpended Grant Money. Any VOCA Grant money disbursed to Grantee, or any interest earned by Grantee on the VOCA Grant money, that is not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended VOCA funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor. If Grantee fails to return the amount of the unexpended VOCA funds within fifteen (15) days after the earlier of the Availability Termination Date or the date this Agreement is terminated, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any contract or agreement, present or future, between Grantor and Grantee.

SECTION 4
GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is a political subdivision of the State of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, or any provision of Grantee's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

SECTION 5
GRANTEE'S AGREEMENTS

Section 5.01. Project Commencement. Grantee shall cause the Project to be operational no later than 60 days from the date of this Agreement. If the Project is not operational by that date, Grantee must submit a letter to Grantor describing steps taken to initiate the Project, reasons for delay, and the expected Project starting date. If the Project is not operational within 90 days of the date of this Agreement, the Grantee must submit a second letter explaining the additional delay in implementation, and the Grantor may, after reviewing the circumstances, consider the Grantee in default in accordance with Section 6.03 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Grantee shall complete the Project no later than **12/31/2017** provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04 (a) and (b) are not satisfied, Grantee shall not be required to complete the Project.

Section 5.03. Federal Assurances and Certifications. Grantee will comply with all of the federal requirements, including, but not limited to, those set forth in Exhibits A – E (Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; and Victims of Crime Act Special Conditions) attached hereto.

Section 5.04. Civil Rights for Victim Services.

- (a) Grantee shall collect and maintain statutorily required civil rights statistics on victim services as described in the most recent version of the VOCA Grant Management Handbook.

- (b) Grantee shall comply with the following Oregon Department of Justice, Crime Victims' Services Division ("CVSD") policies for addressing discrimination complaints:
 - (i) *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victims' Services Division's Subrecipients under U.S. Department of Justice Grant Programs*, available at http://www.doj.state.or.us/victims/pdf/civil_rights_complaints_employees.pdf; and
 - (ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victims' Services Division and the Oregon Department of Justice, Crime Victims' Services Division Subrecipients* available at http://www.doj.state.or.us/victims/pdf/civil_rights_complaints_participants.pdf.
- (c) Grantee shall complete and certify completion of civil rights training as described under Training on CVSD Civil Rights Requirements web page available at http://www.doj.state.or.us/victims/pages/civil_rights.aspx. Grantee shall conduct periodic training to Grantee employees on the procedures set forth in the policies referenced in subsection (b) of this Section.
- (d) Grantee shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Grantee is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age or disability and the procedures for filing a complaint of discrimination as described in the "Civil Rights Fact Sheet" developed by CVSD and available at http://www.doj.state.or.us/victims/pdf/civil_rights_fact_sheet.pdf.

Section 5.05. Volunteers. Grantee organization will use volunteers unless a waiver has been obtained from CVSD.

Section 5.06. Training Requirements.

- (a) Grantee shall ensure that direct service staff, volunteers and members of the board of directors, or governing body or designated leaders with direct responsibility for domestic violence and sexual assault programs attend training that meets the requirements adopted by the Department of Human Services ("DHS") Advisory Committee: http://www.doj.state.or.us/victims/pdf/dvsa_training_requirements.pdf.
- (b) Grantee shall ensure that VOCA-funded staff providing direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations attends the Oregon Basic State Victim Assistance Academy (SVAA) training: <http://www.oregonvictims.org/basic-svaa>. 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 VOCA-funded staff position(s), which may be from SVAA, DHS Advisory Committee adopted training requirements described in subsection (a) of this Section, VAT *Online* described in subsection (c) of this Section, and additional population-specific topics.
- (c) Volunteers and interns providing VOCA-funded direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations are required to successfully complete the Office for Victims of Crime (OVC) Victims Assistance Training *Online* (VAT *Online*) or a training program that minimally covers the topics included in VAT *Online*: https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm.

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 described in subsection (a) of this Section, SVAA described in subsection (b) of this Section, and additional population-specific topics.

- (d) VOCA-funded staff providing direct services is encouraged to attend the CVSD-sponsored Crime Victims Compensation Training at least once every four years.
- (e) Grantee shall notify the CVSD when any staff training is completed by updating the Staff Roster in the CVSD web-based grant application and reporting system ("CVSD E-Grants"). Grantee shall document training completed by volunteers, interns and members of the board of directors, or governing body or designated leaders.
- (f) Grantee shall attend all appropriate CVSD-sponsored training unless specific written permission excusing attendance has been obtained from CVSD.

Section 5.07. Reporting Requirements. Grantee shall submit the following reports:

- (a) Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending March 31, September 30, and December 31, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly financial reports.
- (b) Quarterly Performance Measurement Tool Reports. No later than 30 days after the end of the calendar quarters ending March 31, September 30, and December 31, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly performance measurement tool reports.
- (c) Annual Narrative Reports. No later than 31 days after the end of the calendar quarter ending December 31, Grantee shall prepare and submit to Grantor an Annual Narrative Report covering the reporting period just ended from January 1 through December 31.

Section 5.08. Procurement Standards. Grantee shall follow the same policies and procedures it uses for procurement from any other state or federal funds. Grantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.326.

Section 5.09. VOCA Matching Funds. Grantee shall obtain and expend VOCA Project matching funds as identified in the Budget and Narrative. Grantee is required to provide matching funds equal to 25% of the VOCA Grant funds received unless a match waiver has been requested and approved.

Section 5.10. Confidentiality. In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, Grantee shall protect the confidentiality and privacy of persons receiving services. Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs; or 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 Project 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.

If release of information described in the previous paragraph is compelled by statutory or court mandate, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and Grantee shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

Grantee may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with federal, state, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.

The term “personally identifying information,” “individual information,” or “personal information” means individually identifying information for or about an individual victim of domestic violence, dating violence, sexual assault, or stalking, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.

Grantee shall notify the Grantor promptly after receiving a request from the media for information regarding a recipient of services funded with Grant monies.

Section 5.11. Criminal History Verification. Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Grantee; or
- (b) As the employer, by contacting a local Oregon State Police office for an “Oregon only” criminal history check on the applicant/employee/volunteer; or
- (c) By use of another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, applicants or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual’s participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual’s explanation of the crime.

Grantee shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether based upon the conviction the person poses a risk to working safely with victims of crime. If Grantee intends to hire or retain the employee, potential employee or volunteer, Grantee shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant/

employee/volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Grantee will place this explanation, along with the applicant/employee/ volunteer's criminal history check, in the employee/volunteer personnel file for permanent retention.

Section 5.12. Maintenance, Retention and Access to Records; Audits.

- (a) Maintenance and Retention of Records. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Chief Financial Officer set forth in the most recent version of the Office of Justice Programs (OJP) Financial Guide, including 2 CFR part 200, subpart F (if applicable), and 2 CFR Part 2800. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this Grant shall be retained by the Grantee for a minimum of six years following termination or expiration of this Agreement for purposes of State of Oregon or federal examination and audit provided, however, that if there is any audit issue, dispute, claim or litigation relating to this Agreement or the Grant, Grantee shall retain and keep accessible the books of account and records until the audit issue, dispute, claim or litigation has been finally concluded or resolved. It is the responsibility of the Grantee to obtain a copy of the OJP Financial Guide from the Office of the Chief Financial Officer available at: <http://ojp.gov/financialguide/DOJ/index.htm> and apprise itself of all rules and regulations set forth.
- (b) Access to Records. Oregon Department of Justice/CVSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office ("GAO") or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the Grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- (c) Audits. Grantee shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Grantee expends \$750,000 or more in federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to CVSD within 30 days of completion. If Grantee expends less \$750,000 in its fiscal, Grantee is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in subsection (b) of this Section.

Audit Costs. Audit costs for audits not required in accordance with 2 CFR Part 200, subpart F are unallowable. If Grantee did not expend \$750,000 or more in federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this Grant.

Section 5.13. Compliance with Laws. Grantee shall comply with (and when required cause its subgrantees to comply with) all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant money and the activities financed with the Grant money. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with:

- (a) **Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.** (prohibiting discrimination in programs or activities on the basis of race, color, and national origin) and the **Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1)** (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).

- (i) These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.
 - (ii) In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.
- (b) **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et. seq.** (prohibiting discrimination in employment practices or in programs and activities on the basis of disability).
- (c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131**, and ORS 659.425 (prohibiting discrimination in services, programs, and activities on the basis of disability); the **Age Discrimination Act of 1975, 42 U.S.C. § 6101-07** (prohibiting discrimination in programs and activities on the basis of age); and **Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et. seq.** (prohibiting discrimination in educational programs or activities on the basis of gender); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.
- (d) The **Federal Funding Accountability and Transparency Act (FFATA) of 2006**, which provisions include, but may not be limited to, a requirement for Grantee to have a Data Universal Numbering System (DUNS) number and maintain a current registration in the System for Award Management (SAM) database.
- (e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing its proposal and budget and in conducting its Program and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice (USDOJ) has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
- (f) **Equal Treatment for Faith-Based and Community Organizations**, codified at 28 C.F.R. Part 38, and Executive Order 13279, regarding Equal Protection of the Laws for Faith-Based and Community Organizations (ensuring equal treatment for faith-based organizations and non-discrimination of beneficiaries on the basis of religious belief) ensures that no organization will be discriminated against in a USDOJ funded program on the basis of religion and that services are available to all regardless of religion. Executive Order 13279 ensures a level playing field for the participation of faith-based organizations as well as other community organizations.
- (g) All regulations and administrative rules established pursuant to the foregoing laws, and other regulations as provided at

<http://ojp.gov/funding/Explore/SolicitationRequirements/OtherRequirements.htm> and www.ojp.usdoj.gov/ocr.

- (h) The **Uniform Administrative Requirements, Cost Principles, and Audit Requirements** in 2 CFR Part 200, as adopted and supplemented by the United States Department of Justice in 2 CFR Part 2800.
- (i) Further, Grantee shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state administrative agency to the Oregon Department of Justice, CVSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.

Section 5.14. VOCA Eligibility Requirements. Grantee will comply with the federal eligibility criteria established by VOCA and the Office of Justice Programs Financial Guide in order to receive VOCA funds as described in the Grantee's VOCA One-Time Application.

Section 5.15. Assurances. The Grantee assures that it will:

- (a) Utilize Grant funds only to provide authorized services to victims of crime;
- (b) Obtain prior approval from the Oregon Department of Justice, CVSD for:
 - 1. Redirection of funds in or out of the Personnel category; OR
 - 2. Movement of funds that totals more than \$500 in the Services and Supplies or Other Services categories; OR
 - 3. To add a budget category or line item that did not exist in the original budget; OR
 - 4. Delete an existing category.
- (c) Comply with the requirements of the current version of the Office of Justice Programs, Financial Guide, available at: <http://ojp.gov/financialguide/DOJ/index.htm>; and
- (d) Comply with the terms of the most recent versions of the VOCA Grant Management Handbook.

SECTION 6

TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination by Either Party or by Grantor. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) Grantor fails to receive sufficient federal funds under VOCA to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, or (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.04.

Section 6.03. Default. Either party shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the Project, the expenditure of Grant monies or the performance by Grantee is untrue in any material respect when made; or
- (c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant money, payment of interest earned on the Grant money, and declaration of ineligibility for the receipt of future VOCA awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant money or payment of interest earned on the Grant money, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

SECTION 7

MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSD E-Grants and no term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing.

Section 7.05. Subcontracts, Successors and Assignments.

- (a) Grantee shall not enter into any subcontracts for any of the Project activities required by this Agreement without Grantor's prior written consent. Grantee shall require any subcontractors to comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of federal funds. Grantor's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.
- (b) This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Contribution and Indemnification.

- (a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

- (b) With respect to a Third Party Claim for which the Grantor is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the Grantor shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the Grantor on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantor on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Grantor had sole liability in the proceeding.
- (c) With respect to a Third Party Claim for which the Grantee is jointly liable with the Grantor (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantor in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the Grantor on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the Grantor on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
- (d) Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- (e) Indemnification by Subcontractors. Grantee shall take all reasonable steps to cause each of its contractors that are not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the gross negligence or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- (f) Subcontractor Insurance Requirements. Grantee shall require each of its first tier contractors that is not a unit of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Exhibit F, attached hereto and incorporated by reference herein, before the contractor performs under the contract between Grantee and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon and that is acceptable to Grantor. Grantee shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Grantee shall monitor continued

compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in each Subcontract permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

Section 7.09. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.10. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Money; Section 5.12, Maintenance, Retention and Access to Records; Audits; and Section 7, MISCELLANEOUS and any other provisions that by their terms are intended to survive.

Section 7.11. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.12. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.13. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.14. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.15. No Third Party Beneficiaries. Grantor and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.



STATE OF OREGON

Acting by and through its Department of Justice

By: _____

Name: Shannon L. Sivell

Title: Director, Crime Victims' Services Division

Date: _____

Wasco County, acting by and through its District Attorney's Office

By: _____

Name: _____

Title: _____

Date: _____



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

EXHIBIT A

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing

a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under t grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check here ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check here ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



OMB APPROVAL NUMBER 1121-0140
 As modified by the Office of Criminal Justice Services
 Pursuant to request of the OJP Office of Civil Rights

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; 2 CFR Part 200; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include:
 - Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
 - Victims of Crime Act (42 U.S.C. § 10604(e));
 - Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
 - Civil Rights Act of 1964 (42 U.S.C. § 2000d);
 - Rehabilitation Act of 1973 (29 U.S.C. § 7 94);
 - Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
 - Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86);
 - Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
 - Ex. Order 13279 (equal protection of the laws for faith-based and community organizations);
 - Equal Treatment for Faith-Based Organization (28 C.F.R. pt. 38); and
 - Nondiscrimination, Equal Employment Opportunity, Policies and Procedures (28 C.F.R. pt. 42).

In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Additionally, all grant recipients (including subgrantees or contractors) agree to report any complaints, lawsuits, or findings from a federal or state court or a federal or state Administrative Agency regarding a civil rights finding.

7. If a governmental entity:

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Print Name of Authorized Official

Title

Signature of Authorized Official

Date

SINGLE AUDIT CERTIFICATION LETTER

September 22, 2016

Ms. Judy Urness
Wasco County, acting by and through its District Attorney's Office
511 Washington Street, STE 304
The Dalles, OR 97058

RE: Subrecipient Audit Requirements of 2 CFR Part 200, Subpart F for audits of Grant Agreement between the Oregon Department of Justice and for the period of 4/1/2016 - 12/31/2017 under the VOCA One-Time Non-Competitive Grant Award/CFDA#16-575 / \$ 26,800.00.

Dear Ms. Judy Urness,

The Oregon Department of Justice is subject to the requirements of Office of Management and Budget (OMB) 2 CFR Part 200, subpart F. As such, the Oregon Department of Justice is required to monitor our subrecipients of federal awards and determine whether they have met the audit requirements and whether they are in compliance with federal laws and regulations. A copy of 2 CFR Part 200, Subpart F can be found at the following web address: <http://www.ecfr.gov/cgi-bin/text-idx?SID=704835d27377ef5213a51c149de40cab&node=2:1.1.2.2.1&rgn=div5#2:1.1.2.2.1.6>

Accordingly, we are requesting that you check one of the following, provide all appropriate documentation regarding your organization's compliance with the audit requirements (CVSD will only accept the URL address for your organization's audit or an electronic copy), sign and date the letter and return this letter along with your Grant Agreement and Exhibits A, B, D, and E.

1. _____ We have completed our single audit for our most recent fiscal year, ending _____. The URL address indicated below or an electronic copy of the audit report and a schedule of federal programs by major program have been provided. (If material exceptions were noted, the responses and corrective actions taken have also been provided.)

URL address for single Audit:

2. _____ We expect our single audit for our most recent fiscal year, ending _____, to be completed by _____. The URL address or an electronic copy of our audit report and a schedule of federal programs by major program will be forwarded to the Oregon Department of Justice within 30 days of receipt of the report. (If material exceptions are noted, a copy of the responses and corrective actions taken will be included.)

3. _____ We are not subject to the single audit requirement because:

_____ We are a for-profit organization.

_____ We expend less than \$750,000 in federal awards annually.

_____ Other (please explain) _____

Print Name of Fiscal Officer

Title

Signature of Fiscal Officer

Date

Please address all correspondence to:
Oregon Department of Justice, CVSD
1162 Court Street NE
Salem, OR 97301-4096

Oregon Department of Justice – Crime Victims’ Services Division
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS
FOR SUBGRANTS ISSUED BY THE OREGON DEPARTMENT OF JUSTICE

INSTRUCTIONS: Complete the identifying information, which is found on the Grant Award face sheet, in the table below. Read the form completely, **identifying, under “I,” the person responsible for reporting civil rights findings; and checking only the one certification under “II” that applies to your agency.** Have your Authorized Official sign as appropriate on page 2, forward a copy to the person you identified under “I”, keep a copy for your records, and return the original to the Oregon Department of Justice, Crime Victims’ Services Division, 1162 Court Street NE, Salem, OR 97301-4096 along with your Grant Agreement and Exhibits A, B, C, and E.

Grant Award: VOCA-OT-2016-WascoCo.DAVAP-00006	Grant Title: VOCA One-Time Non-Competitive Grant
Grantee Name (Funded Entity): Wasco County, acting by and through its District Attorney's Office	
Address: 511 Washington Street, STE 304, The Dalles, OR 97058	
Project Period: Start Date: 4/1/2016 End Date: 12/31/2017	Award Amount: \$ 26,800.00
Contact Name, Phone # & E-mail address: Ms. Judy Urness, 541-506-2685, judyu@co.wasco.or.us	

AUTHORIZED OFFICIAL’S CERTIFICATION: As the Authorized Official for the above Grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

- I. **REQUIREMENTS OF SUBGRANT RECIPIENTS:** All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆ I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆ I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Oregon Department of Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of receipt of this form. A copy of this Certification will be provided to this person, as identified here:

Person responsible for reporting civil rights findings of discrimination:

I certify that _____ [Grantee] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

 Print or Type Name and Title

 Signature

 Date

II. **EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:**

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute’s administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. Check the box before **ONLY THE ONE APPROPRIATE CERTIFICATION** (A, B or C below) that applies to this Grantee agency during the period of the grant duration noted above.

☐ **CERTIFICATION A: Declaration Claiming Complete Exemption from the EEOP Requirement**

Please check all the following boxes that apply:

- ☐ Grantee is an educational, medical or non-profit institution or an Indian Tribe; and/or
- ☐ Grantee has less than 50 employees; and/or
- ☐ Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds.

I, _____ [authorized official],
certify that _____ [Grantee]
is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

Print or Type Name and Title

Signature

Date

☐ **CERTIFICATION B: Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review**

If a recipient agency has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [authorized official],
certify that _____ [Grantee],
which has fifty or more employees and is receiving a single award for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, DOJ/CVSD, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

☐ **CERTIFICATION C: Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review**

If a recipient agency has fifty or more employees and is receiving a single award of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [authorized official],
certify that _____ [Grantee],
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

* * * * *

This original signed form must be returned to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street NE, Salem, OR 97301-4096, along with your Grant Agreement and Exhibits A, B, C, and E. You must also forward a signed copy to the person you identified under "I" on page 1. Electronically scan the signed document and send the signed document to EEOPForms@usdoj.gov with EEOP Certification in the subject line. Please retain a copy for your records.

For more information regarding EEOP requirements, please access the Office for Justice Programs, Office for Civil Rights web page at: <http://www.ojp.usdoj.gov/ocr>.

VICTIMS OF CRIME ACT SPECIAL CONDITIONS

1. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the United States Department of Justice (USDOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by USDOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.
2. Under the Part 200 Uniform Requirements, a time-limited grace period for procurement standards may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (found at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

3. Grantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
4. Grantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Grantee is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of its Standard Assurances executed but h Grantee, and may result in suspension of funding until such time as the Grantee is in compliance, or termination of the award.
5. Grantee understands and agrees that DOJ may withhold award funds, or may impose other related requirements, if the Grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
6. Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of DOJ.
7. Grantee and any subcontractors must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.
8. No Grantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the Grantor, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the Grantee --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

2. If the Grantee does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any contractor or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

9. Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without express prior written approval of DOJ.
10. Grantee agrees to comply with any additional requirements that may be imposed during the Grant performance period if the Grantor determines that the Grantee is a high-risk grantee.
11. Grantee agrees to comply with applicable requirements regarding registration with the SAM, System for Award Management (or with a successor government-wide system officially designated by OMB and OJP). The details of Grantee obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

12. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Grantee to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
13. Grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
14. Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles available at <http://www.ojp.usdoj/funding/ojptrainingguidingprinciples.htm>.
15. Grantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the Grantee will promptly notify, in writing, the Fund Coordinator for this award, and, if so requested by DOJ, seek a budget-modification or change-of-project-scope grant amendment to eliminate any inappropriate duplication of funding.
16. Grantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
17. Grantee understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
18. A Grantee that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise DOJ in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
19. Grantee must collect, maintain, and provide to DOJ, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by DOJ. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.
20. The Grantee authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

21. VOCA Requirements

Grantee will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

22. Grantee will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.
23. Grantee understands that this award is subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. Grantee agrees to assist DOJ in carrying out its responsibilities under NEPA and related laws, if the Grantee plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) Grantee also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.
24. Grantee agrees to submit (and, as necessary, require subcontractors to submit) performance reports on the performance metrics identified by OVC, and in the time and manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction. Beginning October 1, 2015, Grantee agrees to submit (and, as necessary, require sub-recipients to submit) such information quarterly.
25. Grantee, if a non-profit entity, agrees to make its financial statements available online (either on the Grantee's website or another publicly available website). DOJ will consider Grantee organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
26. Grantee, if a non-profit entity, agrees to certify its non-profit status. Grantees may certify their non-profit status by submitting a statement to the recipient (to be placed in the grant file) affirmatively asserting that the Grantee is a non-profit organization, and indicating that it has on file, and available upon audit, either – 1) a copy of the recipient's 501(c)(3) designation letter; 2) a letter from the Grantee's state/territory taxing body or state/territory attorney general stating that the recipient is a non-profit organization operating within the state/territory; or 3) a copy of the Grantee's state/territory certificate of incorporation that substantiates its non-profit status. Grantee that are local non-profit affiliates of state/territory or national non-profits should have available proof of (1), (2) or (3), and a statement by the state/territory or national parent organization that the Grantee is a local non-profit affiliate.
27. Confidentiality of Research Information. 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.

Certification: I certify that I have read and reviewed the above assurances and the grantee will comply with all provisions of the Victims of Crime Act of 1984 (VOCA), as amended, and all other applicable Federal laws.

Print Name of Authorized Official

Title

Signature of Authorized Official

Date

Print Name of Fiscal Officer

Title

Signature of Fiscal Officer

Date

SUBCONTRACTOR INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE. Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Grantor.

i. **WORKERS COMPENSATION.** All employers, including Subcontractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

ii. **EMPLOYERS' LIABILITY.**

☒ **Required by Agency** ☐ **Not required by Agency.**

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. **PROFESSIONAL LIABILITY**

☒ **Required by Agency** ☐ **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontract shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. **COMMERCIAL GENERAL LIABILITY.**

☒ **Required by Agency** ☐ **Not required by Agency.**

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

v. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.**

☒ **Required by Agency** ☐ **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

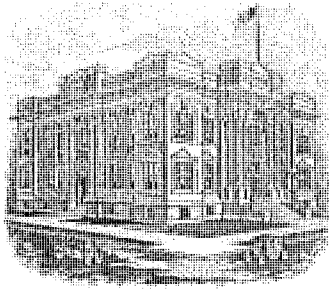
B. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Subcontractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit F.

D. CERTIFICATE(S) OF INSURANCE. Subcontractor shall provide to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.**

Discussion Item
Oregon Department of Fish & Wildlife
Payment in Lieu of Taxes

- [2016 Assessor's Letter to ODFW](#)
- [2016 BOCC Letter to ODFW](#)
- [Statement of Values](#)



WASCO COUNTY

Dept. of Assessment & Tax

511 WASHINGTON ST ROOM 208
THE DALLES, OREGON 97058-2265

Assessment (541) 506-2510

Tax (541) 506-2540

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JILL AMERY
ASSESSOR / TAX COLLECTOR

MARCI BEEBE
OFFICE MANAGER

LARRY REEDER
CHIEF APPRAISER

LINDA PERKINS
TAX DEPUTY

October 5, 2016

Oregon Department of Fish & Wildlife
4034 Fairview Industrial Dr. SE
Salem, OR 97302

RE: 2016-17 In-Lieu of Tax Payments

Enclosed is the certification of the in-lieu of tax payments due Wasco County for the 2016-17 tax year under ORS 496.340. The amount listed, **\$29,746.40**, is after the reduction for early payment of the full amount due. This amount is due on or before Monday, November 15, 2016.

If you should have any questions please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, reading "Jill Amery". The signature is written in dark ink and is positioned above the printed name and title.

Jill Amery
Wasco County Assessor & Tax Collector



Pioneering pathways to prosperity.

**NOTICE OF DETERMINATION OF VALUE OF REAL PROPERTY OWNED BY OREGON
DEPARTMENT OF FISH & WILDLIFE, PURSUANT TO ORS 495.340(4)**

Notice of real property valuation pursuant to ORS 496.340 (4) is hereby given this date by attaching hereto a statement of the value of each property. The values used are the same as all other farm use and forest use properties, pursuant to ORS 496.340(2)(a). The statement also lists the payment due each property, computed by applying the same consolidated rate as all other properties within each code area, and limited by Section 11b, Article XI or the Oregon Constitution (Ballot Measure 5) and Sections 11 and 11a, Article XI (Ballot Measure 50).

Said attached is marked Exhibit A and by this reference is hereby made a part of this notice.

Dated this 5th day of October, 2016.

Rod L. Runyon
Chair, Wasco County Board of Commissioners

ENCLOSURE: Exhibit A

STATE OF OREGON DEPT OF FISH/WILDLIFE TAX BILL SUMMARY 2016-17					To County Court by Oct 15th		
ACCOUNT #	MAP #	ACRES	RMV	TAXABLE AV	TAX	DISCOUNT	NET TAX DUE
8686	01N15 E00 00100	823.24	\$ 686,240	\$ 7,590	\$ 102.58	\$ 3.08	\$ 99.50
8687	01N16 E00 00100	82.24	\$ 95,410	\$ 760	\$ 10.27	\$ 0.31	\$ 9.96
8838	01S16 E00 00100	39.00	\$ 16,260	\$ 360	\$ 4.87	\$ 0.15	\$ 4.72
8968	01S16 E00 01100	48.02	\$ 20,010	\$ 440	\$ 5.95	\$ 0.18	\$ 5.77
8999	02N15 E00 00100	15.18	\$ 71,090	\$ 140	\$ 1.89	\$ 0.06	\$ 1.83
9010	02N15 E00 01700	264.41	\$ 252,650	\$ 24,900	\$ 336.53	\$ 10.10	\$ 326.43
9593	01S16 E00 02100	29.90	\$ 15,690	\$ 270	\$ 3.89	\$ 0.12	\$ 3.77
9759	03S12 E00 01000	3342.59	\$ 1,539,350	\$ 198,841	\$ 2,865.58	\$ 85.97	\$ 2,779.61
9762	03S12 E00 01600	511.66	\$ 185,550	\$ 38,290	\$ 551.81	\$ 16.55	\$ 535.26
9763	03S12 E00 01700	160.00	\$ 58,020	\$ 11,970	\$ 172.50	\$ 5.18	\$ 167.33
9765	03S12 E00 01800	320.00	\$ 116,040	\$ 23,950	\$ 345.15	\$ 10.35	\$ 334.80
9790	03S13 E00 02400	1310.43	\$ 759,570	\$ 67,100	\$ 967.00	\$ 29.01	\$ 937.99
9791	03S13 E00 02500	617.47	\$ 332,610	\$ 12,590	\$ 181.44	\$ 5.44	\$ 176.00
10100	02S12 E00 06400	100.00	\$ 36,260	\$ 7,480	\$ 107.80	\$ 3.23	\$ 104.57
10348	03S12 E00 01000	1766.84	\$ 788,740	\$ 108,000	\$ 1,289.84	\$ 38.70	\$ 1,251.14
10351	03S12 E00 03000	472.46	\$ 171,330	\$ 35,360	\$ 422.30	\$ 12.67	\$ 409.63
10369	03S13 E00 02500	1128.85	\$ 592,300	\$ 10,530	\$ 125.76	\$ 3.77	\$ 121.99
10404	04S11 E00 00200	320.00	\$ 124,730	\$ 27,750	\$ 331.42	\$ 9.94	\$ 321.48
10412	04S12 E00 00300	44.00	\$ 23,090	\$ 410	\$ 4.90	\$ 0.15	\$ 4.75
10500	03S12 E00 01000	4706.29	\$ 3,242,200	\$ 463,258	\$ 5,625.67	\$ 168.77	\$ 5,456.90
10501	03S12 E00 01900	10.00	\$ 4,130	\$ 170	\$ 2.06	\$ 0.06	\$ 2.00
10502	03S12 E00 02000	116.55	\$ 60,030	\$ 44,203	\$ 536.79	\$ 16.10	\$ 520.69
10503	03S12 E00 01800	1437.04	\$ 521,130	\$ 107,550	\$ 1,306.05	\$ 39.18	\$ 1,266.87
10512	03S12 E00 03000	313.25	\$ 113,600	\$ 23,440	\$ 284.65	\$ 8.54	\$ 276.11
10513	03S13 E00 02500	400.00	\$ 209,880	\$ 3,690	\$ 44.81	\$ 1.34	\$ 43.47
10514	03S13 E00 03400	80.00	\$ 41,980	\$ 740	\$ 8.99	\$ 0.27	\$ 8.72
10515	03S13 E00 03600	77.60	\$ 40,720	\$ 720	\$ 8.74	\$ 0.26	\$ 8.48
10666	04S11 E00 00700	80.00	\$ 29,010	\$ 5,990	\$ 71.54	\$ 2.15	\$ 69.39
10667	04S11 E00 00600	960.00	\$ 648,660	\$ 53,720	\$ 641.58	\$ 19.25	\$ 622.33
10670	04S11 E00 00900	130.00	\$ 306,660	\$ 71,011	\$ 848.08	\$ 25.44	\$ 822.64
10672	04S11 E00 01100	120.00	\$ 226,850	\$ 50,550	\$ 603.72	\$ 18.11	\$ 585.61
10673	04S11 E00 01200	160.00	\$ 196,940	\$ 37,159	\$ 443.79	\$ 13.31	\$ 430.48
10878	04S12 E04 00100	4.10	\$ 2,150	\$ 40	\$ 0.48	\$ 0.01	\$ 0.47
10885	04S12 E00 00800	2995.27	\$ 1,656,430	\$ 214,084	\$ 2,556.81	\$ 76.70	\$ 2,480.11
10928	04S12 E00 03000	197.78	\$ 216,440	\$ 41,563	\$ 496.39	\$ 14.89	\$ 481.50
10954	04S12 E31 00300	239.40	\$ 125,610	\$ 2,230	\$ 26.63	\$ 0.80	\$ 25.83
11533	05S11 E00 00200	78.25	\$ 87,270	\$ 16,641	\$ 198.74	\$ 5.96	\$ 192.78
11534	05S11 E00 00300	158.35	\$ 163,200	\$ 26,733	\$ 319.27	\$ 9.58	\$ 309.69
11535	05S11 E00 00400	3578.35	\$ 3,071,170	\$ 492,101	\$ 5,877.16	\$ 176.31	\$ 5,700.85
11536	05S11 E00 00500	200.00	\$ 89,490	\$ 8,520	\$ 101.75	\$ 3.05	\$ 98.70
12354	05S11 E00 01100	40.00	\$ 17,590	\$ 1,750	\$ 20.90	\$ 0.63	\$ 20.27
12355	05S11 E00 01400	79.09	\$ 30,750	\$ 5,570	\$ 66.52	\$ 2.00	\$ 64.52
12356	05S11 E00 01900	119.07	\$ 115,280	\$ 21,120	\$ 252.24	\$ 7.57	\$ 244.67
12358	05S11 E00 01500	79.09	\$ 29,220	\$ 6,160	\$ 73.57	\$ 2.21	\$ 71.36
12359	05S11 E00 01700	155.47	\$ 73,860	\$ 18,850	\$ 225.13	\$ 6.75	\$ 218.38
12360	05S11 E00 01300	19.55	\$ 10,260	\$ 180	\$ 2.15	\$ 0.06	\$ 2.09
12361	05S11 E00 01200	18.63	\$ 18,980	\$ 3,219	\$ 38.44	\$ 1.15	\$ 37.29
12362	05S11 E00 02000	1200.83	\$ 479,030	\$ 72,260	\$ 863.00	\$ 25.89	\$ 837.11
12363	05S11 E00 01800	475.45	\$ 201,630	\$ 20,370	\$ 243.28	\$ 7.30	\$ 235.98
12368	05S11 E00 02500	568.79	\$ 387,560	\$ 43,100	\$ 514.74	\$ 15.44	\$ 499.30
12369	05S11 E24 00100	79.09	\$ 40,690	\$ 4,360	\$ 52.07	\$ 1.56	\$ 50.51
12370	05S11 E24 00200	160.00	\$ 133,310	\$ 17,261	\$ 206.15	\$ 6.18	\$ 199.97
12371	05S11 E24 00300	74.90	\$ 35,890	\$ 2,820	\$ 33.68	\$ 1.01	\$ 32.67
13183	05S11 E25A 01000	13.70	\$ 7,190	\$ 130	\$ 1.55	\$ 0.05	\$ 1.50
16685	03S12 E00 02701	80.00	\$ 31,610	\$ 4,940	\$ 59.00	\$ 1.77	\$ 57.23
16686	04S11 E00 00101	200.00	\$ 72,530	\$ 14,970	\$ 178.79	\$ 5.36	\$ 173.43
		TOTALS	\$ 18,623,870	\$ 2,477,904	\$ 30,666.39	\$ 919.99	\$ 29,746.40

Discount if payment received by November 15th.

**WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
OCTOBER 5, 2016**

CONSENT AGENDA

1. [Minutes: 9.21.2016](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
SEPTEMBER 21, 2016

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

At 9:00 a.m. Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance.

Discussion List – Museum Appointment

Trish Neal, outgoing Museum Commission Chair, said that she is leaving at a good time; the Museum will be in good hands. She stated that the last 18 months with a new Museum Director has seen amazing changes and improvements; volunteer efforts are key to the success. She said that she has appreciated the County and City support; she has done what she wanted to do and it is time for someone else to take over.

Commissioner Kramer observed that Ms. Neal had come in during a time of upheaval and had shown great leadership. He thanked her for turning things around.

Commissioner Hege stated that volunteers are at the core of what happens in the County – Ms. Neal is a good example of that.

Chair Runyon presented Ms. Neal with a plaque commemorating her service to the Community through her work at the Fort Dalles Museum and Anderson Homestead.

Chair Runyon noted that the applicant to complete Ms. Neal's term on the Museum Commission is Elizabeth Wallis who has volunteered at the Museum.

{{{Commissioner Hege moved to approve Order 16-061 appointing Elizabeth Wallis to the Wasco County/The Dalles Museum Commission. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion List – Special Transportation Funds Advisory Committee

MCCOG Transportation Director Rich Eberle stated that there are two applicants for two open positions on the Committee. He said that both applicants have lived in the community for many years and will add diversity to the Committee.

{{{Commissioner Hege moved to approve Order 16-059 appointing Kris Boler to the Special Transportation Fund Advisory Committee. Commissioner Kramer seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve Order 16-060 appointing Maria Pena to the Special Transportation Fund Advisory Committee. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion List – Discharging Firearms

Anna Nolan provided a handout (attached) to the Board offering a recommendation for a response to ongoing threats from the discharge of firearms. She stated that for a number of years she has dealt with the lack of public safety during goose hunting season. She reviewed the handout, highlighting some posted signs that state "No Discharge of Firearms," noting that the County accepted and approved the plaques. She said that she would like an ordinance in place for enforcement.

Some discussion ensued regarding the logistics of firearm discharges in the area. Ms. Nolan described it as a "hail of pellets," and went on to say that she had observed people jumping out of boats, dropping to the ground and children running in response to the discharge activity. She listed a number of government officials she has contacted asking for relief, including Oregon Fish and Wildlife, Oregon State Patrol and the Wasco County Sheriff's Department.

Commissioner Hege asked what the Sheriff's response has been. Ms. Nolan replied that he had suggested she confront the perpetrators. Commissioner Hege asked if the Sheriff had indicated that the activity is illegal. Ms. Nolan responded that she would think it would be illegal. She added that Sheriff Magill had pointed out that goose

WASCO COUNTY BOARD OF COMMISSIONERS
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PAGE 3

hunting has gone on in the area for many years. She observed that there used to be a sign on the frontage road that said “Hunting Safety Zone – No Discharge of Firearms;” the shooting escalated when the sign was removed. She stated that the ODFW’s hunting zones are accessible on line – Pine Hollow Reservoir is surrounded by privately-owned land.

Georgia Murray provided the Board with a handout (attached) and commented that Ms. Nolan’s property is on the flight path for migrating geese; when geese are being shot, it is often over their house. She suggested that Wasco County might be able to use the resource protection ordinance to resolve this issue. She added that Deschutes County has passed an ordinance, noting that she has provided contact information in the documents provided to the Board. She suggested that they may be a way to bypass the state requirement for a signed petition by accessing the covenants of the property owners. She concluded by saying that the 10-foot easement around the lake is being used by tourists to hunt.

Chair Runyon stated that there is work to be done; there will be a process to move this forward.

Commissioner Kramer asked Ms. Nolan to whom she was referring when she used the term “us” in her documents. Ms. Nolan replied that she was referring to Jack Archer and herself. Commissioner Kramer asked who it was that told her it was “not their job” when she called. Ms. Nolan was unable to identify anyone by name, saying that she has talked to many people.

ODFW Wildlife Biologist Jeremy Thompson stated that ODFW along with OSP and the Sheriff have been working on this for years – there have been meetings in an effort to create an enforcement plan. He said that they have tried to be proactive and have provided Ms. Nolan with their cell phone numbers – he said that he has only received one call from her and it was two years ago; when he received the call, he responded immediately. Mr. Thompson went on to say that they have made this issue a priority during goose season and had a trooper on site every day to curtail any negative shooting behaviors.

Commissioner Kramer suggested placing the issue on a future agenda to give the Board some time for exploration.

Kathleen Cantrell thanked the Board for taking the time to hear this proposal for a solution.

OSP Officer Kipper echoed Mr. Thompson's statement adding that he has dedicated people to this issue – while there have been contacts resulting in citations, none were related to this issue. He stated that he has talked to some hunters pointing out their responsibility to be cognizant of residences – all seemed to be aware and were being cautious. He said that based on the last two years, OSP does not see any safety concerns. He pointed out that the September goose hunt is five days long.

Chair Runyon stated that this issue would go to County Counsel along with other County staff and then come back before the Board.

Discussion List – Happiness Month

County Clerk Lisa Gambie explained that she along with Kathy White and Arthur Smith had looked at the October Happiness Month materials and thought it would fit well into the County Culture and efforts to create a wellness program for staff. She said that she would like to see the County be a partner in this initiative and is seeking Board support. She said she would like to use the County logo to promote participation.

Emily Reed with Open Intelligence Agency announced that One Community Health is putting together a Happiness Month based on the science of happiness. She stated that 50% of individual happiness is genetic, 10% is environmental and 40% is in our control. Studies show that the three habits that boost happiness are:

1. Gratitudes – Finding time each day to list three things for which you are thankful.
2. Acts of Kindness – This can be as easy as smiling at a cashier, saying thank you to a co-worker or complimenting a stranger.
3. Moments of Silence – Just sitting silently for five minutes per day.

*****The Board was in consensus to support the Gorge Happiness Month initiative and allow the County logo to be used for that purpose.*****

Discussion List – Spanish Classes

Human Resources Manager Nichole Biechler announced that everything is in place to begin a second round of beginner Spanish classes; two classes are scheduled with a total of 12 students.

Commissioner Hege asked how many were in the last class. Ms. White replied that there had been some attrition at that class but she thinks that it ended up with 8 students who all reported that it was a valuable class. Commissioner Hege stated that he would like

some feedback from this round of classes.

{{{Commissioner Kramer moved to approve the Columbia Gorge Community College Customized & Workforce Training, Business, Industry and Governmental Educational Services Contract. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Public Hearing for the Transfer of Roads

Chair Runyon opened a public hearing to consider the transfer of jurisdiction over roads and/or portions of roads to the City of The Dalles. He explained that those wishing to speak should sign up and would be heard in order; all persons would be given the opportunity to speak whether or not they signed up. He went on to explain the process – first would be a staff presentation followed by public testimony, questions from the Board and deliberation.

Public Works Director Arthur Smith reported that for many years the County has struggled in managing the County-owned roads located within the urban growth boundaries of the City of The Dalles; these roads have different parameters for maintenance than rural county roads which calls for different equipment and a different skill set. That challenge was further complicated by a reduction of funding and downsizing of the roads workforce. He stated that through cooperative negotiations between the City of The Dalles and County officials, an agreement was reached to transfer jurisdiction of those roads to the City of The Dalles once all were brought up to a minimum standard.

Mr. Smith went on to say that over the last two summers the City and County crews have worked cooperatively to perform preservation work on those streets. Work on all roads being transferred, with the exception of two, has been completed; the work on those two roads has been deferred until planned infrastructure work has been done. He stated that once the underground work is done on those two streets, his crew will work with the City crew to bring those roads up to the minimum standard established in the agreement between the City and County.

City of The Dalles Public Works Director Dave Anderson said that he is glad that a solution has been found for an issue that has been hanging out there for both City and County residents for many years. He said that he appreciates the County assistance with labor and equipment; it has been an equitable solution and increases total road miles for the City by 22%.

Chair Runyon stated that although bringing the roads up to a minimum standard has been an investment, it will be a savings to the County of approximately \$60,000 per year in maintenance costs. He said that this has been a shared opportunity and he is glad to see it come to a conclusion.

Mr. Smith commented that enough cannot be said about how well the two government entities have worked together to make this happen; it has been a good partnership that has uncovered ways in which the City and County will be able to work cooperatively in the future for the good of all citizens.

COMMENTS/QUESTIONS

Rodger Nichols commented that he is delighted to see the intergovernmental cooperation; this is a great positive story.

Chair Runyon closed the public hearing and opened deliberations.

{{{Commissioner Kramer moved to approve Order 16-062 tendering a formal offer under ORS 373.270 and ORS 373.260 to transfer to the City of The Dalles jurisdiction over portions of roads located in or near the City of The Dalles, to the City of The Dalles at the request of the City. Commissioner Hege seconded the motion which passed unanimously.}}}

Commissioner Hege observed that this is a monumental day – an example of how we can and will work together for the greater good!

Agenda Item – EDC Quarterly Report

Wasco County Economic Development Coordinator Carrie Pipinich reviewed the report included in the Board Packet. EDC Chair Kathy Ursprung stated that the idea of visioning is to help communities prioritize their projects and get them moving for funding – it helps them organize and create focus.

Commissioner Hege said he would like to hear more about the business guides and online presence. Ms. Pipinich replied that they have added photos to their website as well as the Port of The Dalles home page. She said they will be putting together printed copies of the guides and distributing them to staff that are most likely to have contact with prospective businesses.

Ms. Ursprung reported that there is an issue in Maupin with a fishery on the Deschutes

that has experienced some negative impacts from a fishery that has been established by PGE up river from Maupin; a volunteer group is working toward a resolution of the issue. Commissioner Hege stated that the Oregon Department of Fish and Wildlife has more information and is heavily monitoring it. He suggested that there are two sides to the issue and everyone needs to hear both.

Ms. Ursprung continued by saying that Imperial Ranch has been working with national and international retailers and bringing more revenue into the southern part of the County and inspiring cottage industry. She said that they are restoring the sheep industry which is about 7% of what it was in the 1990's.

Ms. Ursprung said that unemployment is down from 5.5% to 5.1% and they are hearing that more people are getting back into the job market; it is encouraging.

Ms. Pipinich stated that they continue to update the Community Enhancement process and are planning to incorporate some of that upfront this year. She said she is excited about the direction. She stated that the last time they updated their strategic plan was 4 years ago and they are looking at updating that plan this year which will play into the Community Enhancement process. They hope to complete the update by June of 2017.

Ms. Ursprung said that she would like to thank the Board for encouraging this more proactive role for the EDC – it is productive and fun. Chair Runyon replied that the EDC is an arm of the Board of County Commissioners and does great work.

Ms. Pipinich concluded by saying that the MCEDD will be doing regional strategy planning and would like the Board's participation as it will set their strategic direction for the next five years. Chair Runyon asked that she send a schedule of those meetings to the Board.

Agenda Item – ORMAP Grant Application

GIS Coordinator Tycho Granville stated that he is seeking the Commissioner's permission to apply for an ORMAP grant. This is the 2nd grant that we have applied for within this program. He reminded the Board that six months ago the Board approved the first grant request for this program; the funds were received and are being applied to the work. Through this project we can apply for a new grant every 6 months, which we hope to do. Based on the capacity and workload of both our surveyors and Lane County, who is our remapping vendor, we expect this project take at least 6 years.

Mr. Granville reminded the Board that this project is to remap all of the tax lots in the

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county. This remapping will bring the tax lot maps into better alignment with their actual location in the real world. He pointed out that maps in the Packet illustrate that lots in The Dallas area, when overlaid with aerial imagery, look fairly close to their correct locations; however, in the Tygh Valley area you can see that trying to use the tax maps for anything is impossible. The overall goal of the ORMAP project is to bring tax lot maps in the entire county to within 1 foot of their actual location on the ground.

Mr. Granville went on to say that the majority of this work is being done by our County surveyors and Lane County who already contracts with us for tax lot and assessor database maintenance. With this first grant cycle we hired temporary staff over the summer but do not expect to hire any temporary employees this winter.

Mr. Granville handed out a map (attached) and explained that it shows the area where we are currently working, indicated by green hash marks - this area is approximately from Rowena down to the freeway exit by Dairy Queen. He noted that since costs were lower than expected, we will be able to survey the area around Tygh Valley with the current grant money.

Mr. Granville concluded by saying that the grant he is seeking approval for is the 2nd cycle and is for the area outlined in red hash marks on the map; this includes the remainder of the west end of The Dalles down to about where Mill Creek Road and Orchard Road split.

Commissioner Hege noted that the biggest problem area is not The Dalles and asked if the work is being done in a deliberate progression. Mr. Granville replied that the initial area of work provided a good test run for the program and allowed them to understand the work and the timeline for both rural and urban mapping. He said they will come back to finish The Dalles. He added that the weather is also a determining factor for the work. He noted that the areas that take them the least amount of time for data gathering take Lane County the most amount of time for mapping, the reverse is true of the areas that take us the most time to gather data.

County Surveyor Dan Boldt said that although the grant requires a match from the County - that is all through staff time and equipment; we have no problem in meeting the match requirement. He displayed the work map they have been using, explaining that as the temps completed data gathering for an area, they would return to the office and color in that area on the map. He said that as they move into the more urban areas, the tax lots become smaller but each still needs four points of data so the progress of coloring slows. He said that the map has been a good graphic for tracking progress. The

initial area for work was selected because it is a good mix of rural and urban parcels.

Commissioner Hege thanked them, stating that this work is very important for the community – he uses the information weekly if not daily; it is one of the most robust information systems we have. Mr. Boldt agreed, saying that this project is for the Assessor but for all of us that use the mapping this will be of great benefit – it will finally match reality.

{{{Commissioner Hege moved to approve the ORMAP Grant Application. Commissioner Kramer seconded the motion which passed unanimously.}}}

Consent Agenda – 9.7.2016 Minutes

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

Commission Call

Commissioner Kramer pointed out the picture on the front page of the 9.20.2016 edition of The Dalles Chronicle (attached) that it is a photograph of County-owned property. He said that he would like to have consensus to move forward to harvest timber on that property for forest health and public safety. He reported that five neighboring landowners are starting a logging project; the County has an opportunity to piggy-back on that work to get it harvested as loggers will likely not be interested in logging the County's 9-acre parcel independently.

*****The Board was in consensus to move forward on a project to selectively harvest timber on County-owned property for forest health and public safety.*****

Chair Runyon adjourned the session at 10:27 a.m.

Summary of Actions

Motions Passed

- To approve Order 16-061 appointing Elizabeth Wallis to the Wasco County/The Dalles Museum Commission.
- To approve Order 16-059 appointing Kris Boler to the Special Transportation Fund Advisory Committee.
- To approve Order 16-060 appointing Maria Pena to the Special

Transportation Fund Advisory Committee.

- **To approve the Columbia Gorge Community College Customized & Workforce Training, Business, Industry and Governmental Educational Services Contract.**
- **To approve Order 16-062 tendering a formal offer under ORS 373.270 and ORS 373.260 to transfer to the City of The Dalles jurisdiction over portions of roads located in or near the City of The Dalles, to the City of The Dalles at the request of the City.**
- **To approve the ORMAP Grant Application.**
- **To approve the Consent Agenda – 9.7.2016 Regular Session Minute.**

Consensus

- **To support the Gorge Happiness Month initiative and allow the County logo to be used for that purpose.**
- **To move forward on a project to selectively harvest timber on County-owned property for forest health and public safety**

Wasco County
Board of Commissioners

Rod L. Runyon, Board Chair

Scott C. Hege, County Commissioner

Steven D. Kramer, County Commissioner

Agenda Item
Youth Services Strategic Plan

- [2016 Youth Services Strategic Plan](#)

Wasco County Department of Youth Services 2016-2019 Strategic Plan

Executive Summary

The Department of Youth Services spent several staffing meetings including two special cross-departmental meetings engaging in dialog about strategic planning. The work of the County administration and senior management teams' strategic initiatives was presented within the Department of Youth Services by a wide representation of leadership. Using the tools developed as part of these strategic initiatives The Department has updated the strategic plan to embrace moving toward a prosperous Wasco County.

The Department of Youth Services has updated the Mission and Vision for the department on regular intervals to ensure we are affirming current values and principles within Wasco County and the field of juvenile justice. The most recent process included introducing the key pathways developed by the senior management team and aligning our work to meet key goals for the department and Wasco County.

Vision, Mission and Core Values

Within Youth Services the discussion of integrating the Vision of Wasco County was framed by what our roles are serving citizens and moving our County forward.

VISION STATEMENT:

Pioneering pathways to prosperity

The Department found the key words within the Wasco County Vision to encompass the vision the Department works within. The Vision is committed to looking for new ways to open opportunities and create a landscape for all to prosper and grow; the vision holds a value of preserving safety and the hope and progress for change among the youth in our communities. As a Department we hold both of these two values very strong in hopes that as youth we provide services to develop into adults they engage in a meaningful way to grow and create a prosperous Wasco County.

MISSION STATEMENT:

Enhancing community safety and reducing recidivism of youth offenders.

The uniqueness of the Department of Youth Services is that our primary citizen contact is not as a direct result of customer inquiry. Typically we come into contact with youth, families, and victims at a point when something has happened to bring the youth to the attention of law enforcement, school officials, or parents seeking help. Our intervention with youth is based on a model of accountability, victim reparation and developing pro-social skills within youth to stop the delinquent behaviors.

CORE VALUES:

The Department of Youth Services core values align and are embraced by Wasco County's Core Values:

Relationships are Primary

- Creating partnerships to serve our Mission
- Valuing the rich diversity of our County
- Building Relationships
- Excellence in Service for citizens and each other

Embody the 100% Love Culture

- Care about all we serve, victims, families, and youth
- Building opportunities for Victim Restoration
- Open communication, say what you mean – with 100% Love

Do the Right Thing, Even When No One is Watching

- Accountability for youth offenders
- Objective and transparent services for youth and families
- Implement best practices and training to be the best performing juvenile justice system

ACTIONS AND OUTCOMES

The Department of Youth Services within the large construct of Wasco County framed the strategic plan within the same Seven Key Pathways to move the Vision, and our Mission and Values forward. Through a process of meetings, emails, and feedback sessions the following key actions steps were identified as pathways we could work together within our department and cross departments to impact from the 10,000 foot level

Within each of the seven pathways there are key actions and outcomes that have been developed to guide the department's work. This plan is designed to provide guidance for the next three to five years, with annual checkpoints and updates. While many of the actions will be completed, others will be adjusted. We will use the document as a living document which may have course revisions along the way.

Pathway 1: TECHNOLOGY

Strategy Statement: To use technology to leverage new and existing service delivery methods while creating efficiencies in our work product. To promote the use of technology to better connect and communicate with people.

Department Statement: To use technology to increase efficiencies for communication with agency partners, youth and families.

Directional Statements:

- The Department will actively seek out opportunities to interface with community agencies, youth and families.
- Seek out feedback from youth and families on ways to increase communication and access to information.
- Provide links to services and programs to all citizens of Wasco County.

Key Organizational Actions and Intended Outcomes

Action	Baseline	Intended Outcome	Target for Completion	Related Pathways
Integrate Youth Services website into the new Wasco County website	Web map	Updated content and two-way interactions with payment ability	1 year	2,4,6,7
Increase technology access for youth and families	Current site	Integrate video and web conferencing to service array	2 year	2,3
Provide information, applications, and forms via technology to increase customer service	Current Site	All citizens, will be able to access common forms online	1 year	2,4,7
Convert all files of youth over the age of 18 into electronic records	Paper files – archived in basement	Reduce reliance on paper filing – safe room in storage	1 year	2,7

Pathway 2: CUSTOMER SERVICE

Strategy Statement: Guide customers with exceptional service to meet their needs or create opportunities.

Department Statement: Creating a sense of service for all citizens; regardless of circumstances, in every interaction that takes place. We have many levels of services including public, partner stakeholders, department members and families and youth we serve.

Directional Statements:

- Actively seek out the needs of citizens we come in contact with and go above the expectations to help them seek the information they are requesting.
- Create open ended feedback loops for citizens to share experiences with the department.
- Be responsive, respectful and times in meeting the needs of all of our customers' needs.

Key Organizational Actions and Intended Outcomes

Action	Baseline	Intended Outcome	Target for Completion	Related Pathways
Participate with Wasco County as a whole to implement 100% Culture Guide		Increase department participation	Ongoing	1,2,4
Create interactive feedback loops with stakeholders, victims, families, youth	Email, Phone	Web-based tools for feedback for Department	2 year	4
Integrate trauma-informed services and best practices that increase satisfaction with Department.	Pocket Full of Feelings	Continuum of services for all ages of children and parents	1 year	1,2,4
Engage with the Oregon Youth Authority to implement Youth Reformation System and the Escalation Pilot	Typology & Success Rate	Community Resource Team for all youth based on objective criteria	2 year	1,2,4

Pathway 3: INFRASTRUCTURE & RESOURCES (Equipment, Facilities, Roads, Lands)

Strategy Statement: Strive to improve our infrastructure through preventative and remedial maintenance and capital improvements.

Department Statement: Participate and support the preventative maintenance of our building and vehicles to avoid unnecessary damages.

Directional Statements:

- Dedicate staff member to track, schedule and follow-up with vehicle maintenance and replacement recommendations.
- Immediately communicate needs within the building to facilities department for maintenance.

Key Organizational Actions and Intended Outcomes

Action	Baseline	Intended Outcome	Target for Completion	Related Pathways
Wasco County Vehicle Plan	2015 plan	Maintain adequate and safe vehicles	Ongoing	4,5,6

Pathway 4: COMMUNICATION

Strategy Statement: Actively communicate to promote the vision, mission and values of Wasco County.

Department Statement: Engage in open active communication with citizens and stakeholders about the services and practices of the Department.

- Communication in a manner that informs of practices and policies in a way that builds mutual understanding.
- Create opportunities for feedback from external stakeholders and citizens.
- Participate in the County Wide rebranding project to create a unified presence within the County.
- Outreach to groups and organizations to raise awareness and elicit feedback.

Key Organizational Actions and Intended Outcomes

Action	Baseline	Intended Outcome	Target for Completion	Related Pathways
County rebranding	Department specific	Integrated Wasco County identity	1 year	1,2,4,7
YouthThink Prevention/Promotion Plan	Current Plan		2 year	1,2,4,7
Juvenile Justice Symposium and Trauma Specific Summit	N/A	Community wide training	6 months	2,4,7
Multi-Department Planning Teams	Vehicle Committee - Wellness Committee	Representation on all county cross functional teams	1 year	1,3,6

Pathway 5: FINANCIAL HEALTH

Strategy Statement: Work to achieve financial sustainability through both innovative responsible efforts to manage the resources that are available.

Department Statement: Work toward partnering with public and private entities to add value added resources to support Department and County.

Directional Statements:

- Budgeting principles will include conservative estimates and realistic expenditures.
- Grant writing and leveraging of funds from State and Federal partners will be carefully considered through a benefit-cost analysis.
- Regular fiscal monitoring to manage funds.

Key Organizational Actions and Intended Outcomes

Action	Baseline	Intended Outcome	Target for Completion	Related Pathways
Department Budgeting Process	Current Budget	Good stewardship of county funds	Ongoing	All
Develop contracting strategies for Community Work Service Projects	City of The Dalles	Increased projects and FTE for positions	2 years	1,2,4,5,6
Partner with City and Private entities to increase				

prevention/promotion programming				
Develop project based accounting funds using EDEN for YouthThink dedicated funding	General Budget practices	Fiscal monitoring by project	1 year	1,5,7

Pathway 6: SAFETY

Strategy Statement: Maintain and promote the safety and well-being of citizens and employees.

Department Statement: Ensure policies and practices are in place to reduce risk of harm to citizens, department employees and youth.

Directional Statements

- Partner with community agencies and law enforcement to assist in public safety through policies and practices.
- Practice and review office safety plans regularly

Key Organizational Actions and Intended Outcomes

Action	Baseline	Intended Outcome	Target for Completion	Related Pathways
County Safety Committee	Emergency Plan	Common understanding of emergency response	6 month	4
Youth Safety Program	Non-cohesive training	Safety Training for all youth serving on community work sites	1 year	7
Case planning and Risk Management	Case Plans		3 years	1,3,4
Maintain Stable Funding for NORCOR	County Dependent	Diversified funding options at NORCOR	3-5 years	3,5

Pathway 7: ORGANIZATIONAL DEVELOPMENT

Strategy Statement: Develop a framework that invests in our employees to achieve both organizational improvements and stability.

Departmental Statement: Engage in activities that move the Vision, Mission, and Values into our department and create a framework that accurately shares how we work.

Directional Statements:

- Create needed tools and policies that represent the values of our Department when working with each other, partners, and community.
- Invest in Staff both through training and opportunities to grow as employees.
- Use the tool democracy to ensure active participation and be inclusive of the varied perspective

Key Organizational Actions and Intended Outcomes

Action	Baseline	Intended Outcome	Target for Completion	Related Pathways
Updated County Policies	List of existing	Framework for all county policies	2 years	All
Department of Youth Services Policy review	Current Policy	Update and train all department staff	2 year	All
Annual staff meeting/gathering	None	Consistent and active participation	1 year	2,4

Agenda Item
The Dalles Main Street MOU Amendment

- [The Dalles Main Street Reallocation Request](#)
- [Letter of Support - NWPRD](#)
- [The Dalles Main Street MOU](#)
- [The Dalles Main Street Extension](#)
- [MOU Addendum – Reallocation of Funds](#)



thedallesmainstreet.org

9/26/16

Wasco County Board of Commissioners
511 Washington St, Suite 302
The Dalles, OR 97058

Dear County Commissioners,

To begin, The Dalles Main Street would like to apologize for any difficulties and confusion in regards to our initial extension request and now the below reallocation request. The Dalles Main Street is committed to the most urgent needs and the best use of available resources and, upon further reflection, the below request merits consideration.

The Dalles Main Street would like to request that the \$5,000.00 funds allocated to an additional downtown parklet be reallocated to the construction of storage bays on the Northern Wasco County Parks & Recreation District lot located at 14th and Liberty Street. Please see the following Letter of Support from the Northern Wasco County Parks & Recreation District.

These storage bays are more urgently needed than an additional parklet and will not only provide long term storage for the existing parklets but also provide urgently needed storage for the traditional holiday Stars and Trees decorations.

The storage of the holiday Stars and Trees has been provided for years by the late Gary Honald and with his passing are now stored on Wasco County property along 10th Street. These additional storage bays will provide the long term storage needed for these decorations along with the downtown parklets and any other community items that can fit.

Furthermore, as these decorations age and are exposed to the elements there is an increasing need to replace these decorations. However, long-term storage needs to be secured before investment in new holiday decorations.

Working with the City of The Dalles, Northern Wasco County Parks & Recreation District, Chuck Covert, and other volunteers, 2-3 additional bays will be constructed to provide the needed storage and protection for these items. Additional funds may need to be garnered depending on the total cost of the project and volunteer support.

Thank you for your consideration,

Matthew B. Klebes
Executive Director
The Dalles Main Street Organization



September 21, 2016

Matthew Klebes
The Dalles Main Street
PO Box 544
The Dalles, OR 97058

Dear Matthew,

Northern Wasco County Parks & Recreation District (NWCPRD) is pleased to support The Dalles Main Street in their request to reallocate \$5,000 in Enterprise Zone funds to build storage bays on NWCPRD property located at 14th Street and Liberty. The bays would be used to store community items such as the holiday season stars and trees.

The approval of this project will further Northern Wasco County Parks & Recreation goals of connecting people and building community. We are committed to our partnership with The Dalles Main Street and continuing the strong tradition of community engagement in our historic downtown.

We look forward to partnering with you on this project. Please feel free to pass along my contact information if any questions arise.

Warmest Regards,

Phil Lewis, CPRP | Executive Director
Northern Wasco County Parks & Recreation District
541-296-9533
phil@nwprd.org

FILED
WASCO COUNTY

2016 AUG 2 AM 9 54

LISA GAMBEE
COUNTY CLERK

Memorandum of Understanding
Between Wasco County/City of The Dalles
and The Dalles Main Street

WHEREAS, Wasco County ("County") and The City of The Dalles ("City") are co-sponsors of a nonurban enterprise zone through which Design LLC has been granted a third tax abatement and entered into an Enterprise Zone Tax Abatement Agreement ("Agreement") with County and City, said Agreement dated July 27, 2015 ; and,

WHEREAS, the Agreement includes an initial payment to County and City; and

WHEREAS, County and City have agreed to jointly distribute a portion of the initial payment to assist in the funding of immediate opportunity projects that support existing community services; and

WHEREAS, County and City have determined that The Dalles Main Street ("Main Street") shall receive funding in the amount listed below for the following immediate opportunity project:

- A one-time total payment in the amount of \$5,000 to construct a parklett in the downtown area of The Dalles. Any and all on-going costs or maintenance associated with said parklett shall be the responsibility of Main Street.

City/County Resolves to:

1. Provide funding as outlined above.

WASCO COUNTY, OREGON
COMMISSIONER'S JOURNAL

CJ2016-000135

Main Street Resolves to:

1. Complete the work in a timely fashion – within 6 months of receiving funds.
2. Respond to reasonable requests for data related to each project.
3. Provide a project accounting and completion report to City/County.
4. Return any unused funds to County for redistribution to other projects.

If Main Street is not able to complete either project within six months of the receipt of funds, they will submit to County a request for no more than one extension at least 30 days prior to the end of the 6-month term. If the above referenced work is not completed by the end of this extension, the Main Street shall return the funds to County for redistribution.

COUNTY

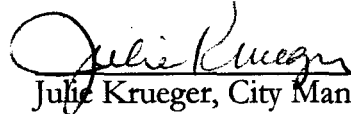
Date: July 6, 2016

CITY

Date: 6/29/14

Wasco County
Board of Commissioners


Rod L. Runyon, Commission Chair

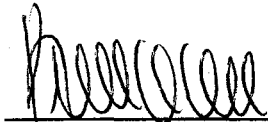

Julie Krueger, City Manager

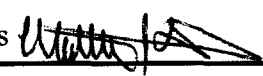
APPROVED AS TO FORM:

DISTRICT:

Date: _____

The Dalles Main Street


Kristen Campbell, County Counsel

Signature
Matthew Klebes 

Printed Name
Executive Director Matthew Klebes

Title



thedallesmainstreet.org

7/15/16

Wasco County Board of Commissioners
511 Washington St, Suite 302
The Dalles, OR 97058

Dear County Commissioners,

The Dalles Main Street would like to formally request an extension of the Memorandum of Understanding between The Dalles Main Street, City of The Dalles, and Wasco County for the construction of a Parklet in Downtown The Dalles.

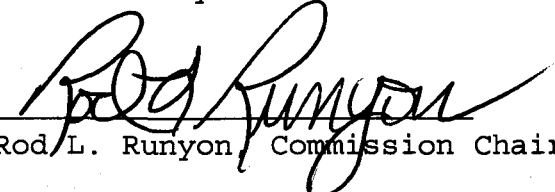
The materials for the parklet can be purchased nearly immediately, however, as the parklets take a considerable amount of effort to assemble and are disassembled in late October/early November, Main Street would like to actually construction the Parklet at the beginning of spring 2017.

Thank you.

Matthew B. Klebes
Executive Director
The Dalles Main Street Organization

Extension reviewed and approved this 3rd day of August, 2016

Wasco County Board of Commissioners

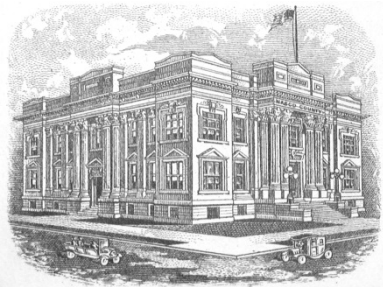

Rod L. Runyon, Commission Chair

FILED
WASCO COUNTY
LISA GAMBEE
COUNTY CLERK
2016 AUG 9 PM 1 59

710 E 2nd St Suite 3 The Dalles, OR 97058 | Tel: 541-370-2966 | Email: tdmainstreet@gorge.net

WASCO COUNTY, OREGON
COMMISSIONER'S JOURNAL

CJ2016-000138



Memorandum of Understanding Between Wasco County/City of The Dalles and The Dalles Main Street ADDENDUM

October 5, 2016

To: The Dalles Main Street

Re: July, 2016 MOU Between Wasco County/City of The Dalles and The Dalles Main Street

Wasco County and the City of The Dalles hereby agree to amend, at the request of The Dalles Main Street, the above referred contract:

The stated immediate opportunity project listed in the MOU:

- A one-time total payment in the amount of \$5,000 to construct a parklett in the downtown area of The Dalles. Any and all on-going costs or maintenance associated with said parklett shall be the responsibility of Main Street.

Will be replaced by the following immediate opportunity project:

- A one-time payment in the amount of \$5,000 to construct two to three additional storage bays on the Northern Wasco County Parks and Recreation District lot located at 14th and Liberty Street in The Dalles, OR. Any and all on-going maintenance associated with said storage units shall be the responsibility of Main Street.

In all other aspects, the MOU shall remain in effect.

COUNTY Date: October 5, 2016

CITY Date: _____

Rod L. Runyon, Commission Chair

Julie Krueger, City Manager

APPROVED AS TO FORM:

THE DALLES MAIN STREET Date: _____

Kristen Campbell
Wasco County Counsel

Matthew Klebes, Executive Director

Agenda Item
**DLCD Voluntary Periodic Review &
Update Agreement**

- [Voluntary Periodic Review](#)
 - [Planning Department Request Letter](#)
 - [BOCC Letter of Support](#)
- [DLCD Update Agreement](#)
 - [Staff Memo](#)
 - [DLCD Email](#)
 - [Goals Letter](#)
 - [Update Agreement](#)



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

August 23, 2016

Land Conservation and Development Commission
c/o Oregon Department of Land Conservation and Development
635 Capitol Street NE, Suite 150
Salem, OR 97301-2540

Re: Request to Enter Voluntary Periodic Review

Dear Commissioners;

Per Oregon Administrative Rule 660-025-0035, Wasco County Planning Department is requesting to enter voluntary periodic review.

In 2015, the Wasco County Planning Department initiated a conversation with the County Planning Commission and Board of Commissioners regarding the status and relevance of the *Wasco County Comprehensive Plan* and *Wasco County Land Use and Development Ordinance*. The conversation began as a response to internal and external concerns regarding the following issues: existing plans are difficult for staff and commissioners to interpret and implement consistently; applicable rules are not easily understood by applicants and their value is not understood or embraced by the community; existing rules are a patchwork of new and old information that has not been updated consistently or comprehensively; and rules that are intentionally more restrictive than the State requires may no longer reflect the County's current goals and needs.

Through this conversation, County leadership has identified the following needs for a comprehensive review and update: revise the plans to more closely reflect the current needs and trends; reduce liability concerns and risks; capture *all* legislative updates; transition from a reactionary program to a proactive program; improve education and outreach about the value and benefit of good land use planning; improve procedures to streamline permitting and other current planning processes; and incorporate updates to further reaching County initiatives for strategic planning purposes.

In support for this effort, County leadership approved an increased budget to rebuild the pre-recession planning staff and bring back a previously lost long-range planning position to specifically address the needs identified above. In the winter of 2015, a full-time dedicated long-range planner, a third associate planner, and an assistant planner were added to the team to provide the necessary staff support for long-range planning projects, an existing backlog of current planning needs, and succession planning. In addition, funds were allocated for anticipated outreach costs and training. Upon joining the team in December, long-range planner Kelly Howsley-Glover has been working with Planning Department staff and the Planning Commission to achieve the goal of revising Wasco County's comprehensive plan and ordinances.

Wasco County is aware of the criteria that must be met to qualify for Voluntary Periodic Review. The following summarizes several ways in which we feel the criteria are satisfied. While not an exhaustive

list, these examples demonstrate our concerns about the continued use of a plan that is more than 30 years old, is no longer accurate, effective, proactive or in any sense an intentional way to ensure compliance with state wide planning goals or achieve the vision of local planning goals. We believe strongly that all four categories of need are directly related to our request.

(a) There has been a substantial change in circumstances including but not limited to the conditions, findings, or assumptions upon which the comprehensive plan or land use regulations were based, so that the comprehensive plan or land use regulations do not comply with the statewide planning goals relating to economic development, needed housing, transportation, public facilities and services and urbanization;

Since the adoption of the Comprehensive Plan in 1983, Wasco County has experienced significant changes in conditions, including:

- Public and private forestry harvests peaked in the 1980's in Wasco Countyⁱ and have since declined. The decline has resulted in the closure of several timber mills, subsequent job losses, and a high level of disinvestment in several rural communities. Many of the current restrictions in Wasco County forest zones and the zoning of our rural communities are directly tied to the assumption of a robust forestry economy. More than twenty five years after peak timber harvestⁱⁱ, Wasco County needs to evaluate whether restrictions and zoning predicated on commercial scale logging will support economic growth and prosperity for the future.
- In 2007, federal timber receipts reduced from 2 million to \$100,000, effectively eliminating the primary funding stream for Wasco County Public Worksⁱⁱⁱ. Many of the zoning decisions, policies and strategies in the Comprehensive Plan were predicated on a stable, well-funded public roads system that can support agricultural, forestry and residential transportation. With 98.6% of our non-National Scenic Area lands in resource zones, and much of that land in a tax deferral program, Wasco County general fund is currently unable to subsidize transportation funding gaps. While the road fund continues to be an area of concern, added pressures from statewide initiatives like emergency response and resiliency planning needs, agriculture tourism, recreation tourism, scenic bikeway designations, special events on public lands and roads, and improved transportation technology further compound need to maintain and upgrade ageing infrastructure.
- When the Comprehensive Plan was adopted, Wasco County had several different agricultural zones that permitted 20 and 80 acre minimum parcel sizes. The Wasco County Comprehensive Plan Zoning Map and Land Use and Development Ordinance have subsequently been updated to reflect changes to state law in minimum parcel size. In addition, Wasco County adopted a Go Below Exclusive Farm Use (EFU) zone in 1998 to support intense orchard agricultural operations in lands south of The Dalles. Although significant changes to minimum parcel size have transformed current planning regulation, the Comprehensive Plan has not been updated to support a strategic vision for EFU lands. As a result of this incongruence, there is a lack of clarity for property owners seeking land divisions; more significantly, and to the detriment of the whole county, there is a lack of actionable policies and implementation tools that speak to our specific challenges and opportunities.
- Demands on water resources and the impact of climate change^{iv} have resulted in crisis^v or near crisis^{vi} for many parts of the county. This includes the reduction of forage for grazing, reductions

in irrigation^{vii}, development and use restrictions in incorporated communities due to shortages or low aquifer levels, an increased risk of wildfire, and concerns from emergency response providers who rely on large quantities of water for combating a variety of incident needs.

- Since 1983, many state regulations outside of the land use planning system have changed processes, notification requirements, and permits for external agencies that may be tied or related to our review process. The Wasco County Comprehensive Plan does not reference all of the appropriate inventories or regulatory agencies, which has resulted in inconsistent reviews or public notices and a lack of transparency to our community.

(b) Decisions based on acknowledged comprehensive plan and land use regulations are inconsistent with the goals relating to economic development, needed housing, transportation, public facilities and services and urbanization;

- An ageing population has increased demand for assisted living housing arrangements, increasing the density of dwellings on our agricultural land. With average age of farmers in Wasco County and residents in South Wasco County on the rise, we anticipate additional demand for alternative housing - which will impact public facilities, emergency services and infrastructure. Our current regulations encourage abuse of loopholes and force a lower standard of living.
- Technological improvements to things like transportation services has increased ability for more traditional industrial and commercial activities to take place directly onsite of agricultural operations. For instance, semi-trucks can now load orchard products directly onsite, eliminating the need for distribution facilities and increasing the impact to roads and adjacent uses.
- Forest zoning restrictions were based on a more robust timber harvest economy. As a result, regulations are rigid and have not encouraged active management of forest resources or allowed for potentially appropriate residential development, at a time of regional housing crisis. Without regular forest management, beetle infestations and drought conditions have increased fire risks, creating an exceptional hazard for rural communities and rural residents.
- Intermittent alterations to the Comprehensive Plan have created conflicting policies and implementation strategies that have resulted in confusion and legal problems when making policy statements and interpretations of the Land Use and Development Ordinance.

(c) There are issues of regional or statewide significance, intergovernmental coordination, or state agency plans or programs affecting land use which must be addressed in order to bring comprehensive plans and land use regulations into compliance with the goals relating to economic development, needed housing, transportation, public facilities and services and urbanization; or

Strategic planning for ageing farmer populations, gaps for entry level farming

According to the 2012 Census of Agriculture, the average age of farmers in Wasco County is 58. This average age has increased steadily over the last fifteen years and is slightly above the national average^{viii}. Ageing farmers not only reflects the broader trend of an ageing workforce, but also that significant barriers to entry exist for new farmers.

Anecdotally, we hear that new farmers are experiencing difficulty purchasing or leasing land at an affordable, entry level cost. Conversely, not all current farmers are able to or have succession plans. In many cases, these farms get absorbed by larger operations^{ix} or get sold for residential development. In 2012, the average size of Wasco County farms was 2,130 acres.

To ensure Wasco County is continuing to preserve agricultural land for farm use, and that agricultural remains a sustainable and significant part of our economy, it is critical that we evaluate alternative strategies to reducing barriers to entry for new farmers. While we continue to explore strategies outside of the land use planning framework, we also recognize that limitations on use and minimum parcel size may continue to function as significant hurdles.

Address housing issues including uneven supply and demand

Since the development of the 1983 Comprehensive Plan, adequate housing supply has been a concern for Wasco County. A recent housing needs assessment^x indicates a growing disparity between income and housing prices, ageing housing stock, and continued pressures on the region as a whole to create uneven demand for housing. Data confirms a concerning trend that as our population continues to grow^{xi}, largely as a result of in-migration, pressures on existing housing and the gap between price and incomes will only intensify.

Demographic shifts and demonstrated interest in alternative housing types, including accessory dwelling units, assisted living arrangements for an aging population, and short term rental pressures, necessitate Wasco County evaluate its current housing strategy to ensure it is accommodating projected growth (and projected decline in some incorporated areas) in a way that makes sense for the County.

Additionally, our temporary agricultural labor housing is also ageing. With additional requirements from OHSA, this also warrants reevaluation. We have heard from farmers there may be interest in building denser labor housing in urban areas, closer to community services and facilities. To the benefit of our farmers, farm laborers, and rural and urban residents, it is worth exploring ways to incentivize density in the urban areas rather than in resource lands.

Reduce potential future conflict between commercial agriculture and tourism/recreation

Economic indicators^{xii} demonstrate that the Columbia Gorge and Wasco County^{xiii} have continued growth in tourism and tourism related employment, including the hospitality industry. State supported initiatives, including the push for culinary and agritourism^{xiv}, add to the region's attraction and popularity as a recreation and scenic destination.

While recreation and tourism have helped to support some economic growth in our region, Wasco County is still a predominantly agricultural community. Approximately 75% of non-National Scenic Area lands in Wasco County are zoned EFU. By comparison, Wasco County ranks second in the state for the total acres of land in farm, with over 1.4 million acres and approximately 670 farms^{xv}.

Tourists add additional impact to our infrastructure and public facilities and present potential conflict with resources like air, water, land, and transportation. Much of our emergency services, including fire and medical, are operated by volunteers, and are already underfunded. Increased tourism demands a capacity for these services and adds increased risk we do not currently have resources to meet. It is

imperative that we be able to strategically plan for tourist activities that take advantage of existing facilities and services and mitigate potential conflict.

(d) The local government, commission or department determines that the existing comprehensive plan and land use regulations are not achieving the statewide planning goals relating to economic development, needed housing, transportation, public facilities and services and urbanization.

Direct feedback from the community have prompted Wasco County leadership to initiate the Comprehensive Plan Update, directing staff to begin work on it with the Planning Commission, and recruit a dedicated long-range planner to create a more relevant and proactive planning program. Input from County residents, partners, and employers has been resounding in that current regulations do not meet the needs or goals of Wasco County, and often serve as a hurdle to investment and economic development. For many of the reasons outlined above, we find our current Comprehensive Plan, based on old data and references, is insufficient and presents a barrier in realizing statewide planning goals.

Wasco County is pursuing the framework of Voluntary Periodic Review to provide us with strong parameters and a process by which we can focus on doing the innovative, creative, and important work to identify a path forward for our community. Leadership has specifically recommended pursuit of Voluntary Periodic Review because it was believed to be the most efficient way to tackle the large project of updating our Comprehensive Plan. Wasco County Board of Commissioners has supported the update not only through recommendation, but also allocated resources for a full-time staff member and necessary staff support to manage the project for the next three to five years.

It is our belief that through this update process we will develop tools, techniques and strategies that can be shared with and used by other counties in Oregon with similar needs. We believe these counties will benefit from having some “off the shelf” materials like proposed policies, broad analysis of regional issues, and presentation materials that we develop over the course of our update.

We realize that we are competing against cities that are required to complete periodic review, and that compared with urban issues, our need may not seem as great. However, we believe we also represent a unique opportunity for the State to be directly involved in helping to ensure Oregon counties are able to meet the pressures, challenges and opportunities of the future with all the careful strategic consideration that developed our great land use planning system in Oregon.

Prepared by the Wasco County Planning Department and approved unanimously by the Wasco County Planning Commission on August 23, 2016.

ⁱ Oregon Department of Forestry <https://data.oregon.gov/Natural-Resources/Timber-Harvest-Data-1942-2015/xgf5-eqeq>

ⁱⁱ Oregon Department of Forestry <https://data.oregon.gov/Natural-Resources/Timber-Harvest-Data-1942-2015/xgf5-eqeq>

ⁱⁱⁱ Wasco County Good Roads (2014) <http://www.co.wasco.or.us/county/documents/FeasibilityReport-FundingWascoCountyRoads.pdf>

^{iv} Executive Order No. 15-09 (2015) http://www.oregon.gov/gov/Documents/executive_orders/eo_15-09.pdf

^v County to declare drought emergency (May 9, 2015) <http://www.thedalleschronicle.com/news/2015/may/09/county-declare-drought-emergency/>

^{vi} Mosier situation points to critical water issues (March 27, 2014)

<http://www.thedalleschronicle.com/news/2014/mar/27/mosier-situation-points-critical-water-issues/>

^{vii} Wasco County Irrigators Deal With Worst Water Year In Memory (June 24, 2015) <http://gorgeradio.com/wasco-county-irrigators-deal-worst-water-year-memory/>

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- ^{viii} The Rapidly Aging US Farmer (February 24, 2014) <http://www.usnews.com/news/blogs/data-mine/2014/02/24/us-farmers-are-old-and-getting-much-older>
- ^{ix} American farmers Are Growing Old, With Spiraling Costs Keeping Out Young (September 19, 2014) <http://news.nationalgeographic.com/news/2014/09/140919-aging-american-farmers-agriculture-photos-ngfood/>
- ^x Housing Needs Assessment (2012) http://www.mcedd.org/reports/documents/MCHA_Housing_Needs_Assessment2012.pdf
- ^{xi} Wasco County Final Forecast Report (June 2016) http://www.pdx.edu/prc/sites/www.pdx.edu.prc/files/Wasco_County_Final_Forecast_Report_201606.pdf
- ^{xii} Columbia Gorge Economic Indicators (July 2016) <https://www.qualityinfo.org/documents/10182//96541//Columbia+Gorge+Economic+Indicators?cn=August2016&cm=email&cs=publication&cc=Columbia%20Gorge%20Economic%20Indicators>
- ^{xiii} Columbia River Gorge Visitor Opportunities Study (2015) <http://industry.traveloregon.com/content/uploads/2015/08/ORAT-VISITOR-DATA.pptx>
- ^{xiv} Travel Oregon Workshop (February 2016) http://industry.traveloregon.com/content/uploads/2015/08/Module_CulAg-Final-PDF.pdf
- ^{xv} US Census of Agriculture (2012) https://www.agcensus.usda.gov/Publications/2012/Full_Report/Volume_1,_Chapter_2_County_Level/Oregon/st41_2_001_001.pdf



Pioneering pathways to prosperity.

October 5, 2016

Land Conservation & Development Commission
c/o Oregon Department of Land Conservation & Development
635 Capitol Street NE, Suite 150
Salem, OR 97301-2540

SUBJECT: REQUEST TO ENTER VOLUNTARY PERIODIC REVIEW

Dear Commissioners,

We are writing to express our support for the Wasco County Planning Department's request to enter voluntary periodic review and revise the Wasco County Comprehensive Plan.

Wasco County has identified multiple long range planning projects critical to addressing the current and future needs of citizens and businesses in our county. Many of the projects, including updates to our Land Use and Development Ordinance, necessitate a robust, thoughtful public conversation about the goals and policies in our Comprehensive Plan to ensure we have the foundation to achieve short- and long-term goals. As part of our commitment to meeting community goals, we have directed staff to begin work with the Planning Commission, hired a full-time, dedicated long-range planner to administer a long-range program and offered our continued support.

We appreciate that it is critical for our residents and businesses to participated in visioning the future of Wasco County and look forward to the Comprehensive Plan update as venue to hear our community's concerns, recommendations and ambitions for the next 20 years in Wasco County. We believe that the structure and support offered by voluntary periodic review will help us meet an immediate need while maintaining the integrity and intent of state goals and land use planning process.

Thank you for your consideration.

WASCO COUNTY BOARD OF COMMISSIONERS

Rod L. Runyon, Chair

Scott C. Hege, Commissioner

Steven D. Kramer, Commissioner



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

Memo

To: Wasco County Board of Commissioners

From: Angie Brewer, Planning Director

Date: September 30, 2016

Subject: Technical Assistance Grant from DLCD

Wasco County has repeatedly applied for a technical assistance grant from the Oregon Department of Land, Conservation and Development to audit and update the Farm and Forest chapters (State Planning Goals 3 and 4) of the Wasco County Land Use and Development Ordinance. As you will recall, letters of support were presented to the Board for signature in 2013 and 2015. We were not selected for either grants, however, due to an unexpected opportunity of remaining funds from the 2015 grant cycle, DLCD has followed up to provide an abbreviated timeline of assistance for this program.

The traditional timeline for this program is two years; we will have until May of 2017. The scope of work and deliverables has been modified to ensure a feasible outcome. And, although condensed, this is an opportunity for our program to obtain additional resources and assistance it would not otherwise have in preparation for our upcoming comprehensive plan update and subsequent ordinance update.

Attached, please find a Memorandum of Understanding that explains and memorializes a no cost working relationship between DLCD and Wasco County. Again, the purpose of this collaboration is to provide technical assistance and information to be used for our future update of the Exclusive Farm Use (A-1) and Forest (F-1, F-2) zones for the County.

The memorandum has been vetted by the County Administrative Officer, the Finance Manager, and Legal Counsel. **Staff recommends the Board approve the language in this MOU and sign it to acknowledge the agreement.** Staff will provide an update of this work in the spring of 2017.

Attachments: (1) MOU dated September 21, 2016, (2) letter from staff to DLCD dated August 17, 2016, and (3) email from Tim Murphy, DLCD dated September 20, 2016



Angie Brewer <angieb@co.wasco.or.us>

RE: Wasco - Code Update Project

1 message

Murphy, Tim <timothy.murphy@state.or.us>

Tue, Sep 20, 2016 at 3:57 PM

To: Kelly Howsley - Glover <kellyg@co.wasco.or.us>, Angie Brewer <angieb@co.wasco.or.us>

Cc: CJ Doxsee <cdoxsee@angeloplanning.com>, Darci Rudzinski <drudzinski@angeloplanning.com>, "Hallyburton, Rob" <rob.hallyburton@state.or.us>

Hi Angie and Kelly,

Thanks so much for the conference call. I hope we can provide the County with a product that will be useful for future amendments.

Due to the late start, DLCD will not require adoption before the end of May 2017. We completely understand that you are in the middle of your Comp Plan process and don't want to muddy the waters. However, we want to make sure we're providing you with a product that will be useful when you do proceed with development ordinance amendments.

The tentative scope of the project will be audit your existing Land Use and Development Ordinance by comparing it against the model code which contains applicable statute and rule provisions. Items to be specifically addressed include definitions and commercial photovoltaic facilities. Angelo will also provide templates for presentation materials to be used by the County in future public meetings.

Does this sound useful? If so, I'll prepare the Memorandum of Understanding based on this scope of work.

Feel free to call me to discuss anything.

Thanks so much,

Tim Murphy | Farm/Forest Lands Specialist

Community Services Division

Oregon Dept. of Land Conservation and Development

635 Capitol Street NE, Suite 150 | Salem, OR 97301-2540

Direct: (503) 934-0048 | Main: (503) 373-0050

timothy.murphy@state.or.us | www.oregon.gov/LCD



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

August 17, 2016

Rob Hallyburton, Community Services Division Manager &
Tim Murphy, Farm/Forest Lands Specialist
Oregon Dept. of Land Conservation and Development
635 Capitol Street NE, Suite 150
Salem, OR 97301-2540
(Sent by email to: rob.hallyburton@state.or.us and timothy.murphy@state.or.us)

Subject: Model Code Update - Technical Assistance Grant Opportunity

Dear Rob and Tim,

Thank you for reaching out to us about an opportunity for Wasco County to participate in the 2015/16 DLCDD Model Code Update project. As we discussed, our staff has recently moved forward with an audit and formatting changes to our land use and development ordinance, using the Model Code Update project format as a template. The audit identifies differences between our local ordinance and State requirements, but changes have so far been limited to non-substantive formatting revisions.

If DLCDD were able to provide us with the additional assistance remaining in the 2015/16 project fund, we could address several outstanding substantive needs (including corrections necessary for state requirements) and could further our progress on related long-range planning efforts.

We understand that the timeline for this assistance is condensed and that any agreed upon tasks would need to be completed in the spring of 2017. Given the condensed timeline, we have identified a list of tasks that could be accomplished and would be helpful to our work:

- Comparison of Wasco County and State definitions of terms;
- Model code language for commercial scale photovoltaic facilities; and
- Provide any graphics or tables that have proven to be helpful in other counties' public meetings and forums to facilitate community discussion

Thank you for considering Wasco County Planning for the remainder of this technical assistance fund. We sincerely appreciate your efforts and assistance. Please do not hesitate to contact me or Long-Range Planner, Kelly Howsley-Glover at (541) 506-2560, angieb@co.wasco.or.us or kellyg@co.wasco.or.us.

Sincerely,

Angie Brewer, AICP
Planning Director

Cc: Kelly Howsley-Glover, Long Range Planner for Wasco County and Scott Edelman, Central Oregon Regional Representative, Community Services Division, DLCDD (sent to scott.edelman@state.or.us)

Memorandum of Understanding between the Oregon Dept. of Land Conservation and Development and Wasco County

Resource Zone Updates

This Memorandum of Understanding explains and memorializes a no cost working relationship between the Department of Land Conservation and Development (DLCD) and Wasco County (County). The purpose of this collaboration is to update the Exclusive Farm Use (A-1) and Forest (F-1, F-2) zones for the County.

Background

The primary responsibility for the implementation of Statewide Planning Goals 3 and 4 (Agricultural and Forest Land), together with ORS chapter 215 and OAR divisions 6 and 33, resides with Oregon's 36 counties. All of the state's counties have comprehensive plans and land use regulations that were acknowledged as conforming with statutory and rule requirements. Comprehensive plans include background information, maps, and policies intended to guide local land use regulations. Local land use regulations must, in turn, be consistent with local comprehensive plans and statutes and administrative rules.

As amendments are made to statutes and rules, counties must update their land use regulations for consistency with those amendments. When counties do not update their regulations, they are required instead to directly apply statutory and rule requirements. Yet, because of the complexity of state law involving Goals 3 and 4, the direct application of these changes is also a significant challenge for county planning staffs and property owners.

The County's seeks to identify needed changes to chapters of its zoning ordinance so that its provisions for exclusive farm use and forest zones are consistent with state law and the needs of the county.

DLCD has allocated a portion of its Technical Assistance grant funds for the 2015-2017 biennium to assist several counties in updating the exclusive farm use and forest zone chapters of their zoning ordinances (the "Multi County Code Update Project"). The Multi County Code Update Project is financed with State of Oregon General Funds. State funds are paid under this Agreement by DLCD to the Angelo Planning Group (Consultant) who will assist each county as described in Attachment A. No grant funding is provided directly to the County.

Project Objective and Major Deliverables

The primary objective of this project is to provide an audit of the Exclusive Farm Use (A-1) and Forest (F-1, F-2) zones for the County. The audit will include "non-discretionary" amendments – to reflect state statutes and rules where the County has no authority to deviate from prescribed provisions – and "discretionary" amendments – where the County will need to decide from various options what the ordinance should provide. The County shall utilize the audit in preparing future amendments to its Land Use and Development Ordinance.

Roles and Responsibilities

County: Overall management of the Project will be the responsibility of the County. County will appoint a Project Manager to be the County's principal contact person for DLCD's Contract Administrator and the Consultant on all matters dealing with the Project.

Specific project management duties of the County will include:

- a. Coordinating project schedule and deliverables with Consultant.
- b. Coordinating County staff and Consultant work and reviewing and editing Consultant work.

DLCD: DLCD will provide financial, administrative, and technical assistance to the Project. Technical assistance will be provided as requested by the County or Consultant. DLCD will not participate in advisory committee, planning commission, or board of commissioner meetings or hearings unless requested. DLCD will review and approve Consultant's work, billings and progress reports.

Consultant: The Consultant will employ model zones provided by DLCD as a basis for the code audit, with the understanding that the model zones are only a guide for discretionary amendments. The Consultant will deliver an audit of the Exclusive Farm Use (A-1) and Forest (F-1, F-2) zones to the county to assist in future county amendment preparation and adoption.

Contacts:

Wasco County

Kelly Howsley-Glover, Long Range Planner kellyg@co.wasco.or.us
2705 East Second Street 541-506-2560
The Dalles, OR 97058

Department of Land Conservation and Development

Project Manager

Tim Murphy timothy.murphy@state.or.us
635 Capitol St. NE 503-934-0048
Salem, OR 97301

Regional Representative

Scott Edelman scott.edelman@state.or.us
1011 SW Emkay Drive, Suite 108 | 541-306-8530
Bend, OR 97702

Consultant – Angelo Planning Group

Darci Rudzinski drudzinski@angeloplanning.com
921 SW Washington Street, Suite 468 503-227-3669
Portland, OR 97205

This scope of work describes the responsibilities of all entities involved in this cooperative project.

SCOPE OF WORK

The Wasco County Resource Zone Update project will be composed of the following tasks. This scope of work is intended to illustrate the project in general, but specific details will be settled through discussion between the County and Consultant. Changes to deliverables do not require an amendment to this Memorandum of Understanding as long as they are acceptable to the County, DLCD, and Consultant and documented by e-mail. The timelines are guides intended as benchmarks not deadlines. All Consultant work must be completed no later than May 31, 2017.

Task 1: Project Kick-Off

The purpose of this task is for Consultant to become familiar with local conditions and with County's planning documents, to confirm the objectives of the project, and to refine the project schedule, and for the County to prepare for the Project. Consultant will contact County via a conference call to ask preliminary questions to establish project expectations and familiarize itself with county-specific concerns. Consultant will verify the action items identified through this initial conference call with the participating county and will develop and share a proposed schedule for creating and reviewing the draft updated ordinance sections.

Task 1 Consultant Deliverables:

- 1.1 Summary of major tasks and action items for the Project
- 1.2 Proposed Project schedule

Task 1 County Deliverables:

- 1.1 Copies of relevant zoning ordinance chapters

Task 1 timeline: Task 1 is estimated to be completed by November 1, 2016.

Task 2: Exclusive Farm Use (A-1) and Forest (F-1, F-2) Code Audit

Consultant will provide an audit of the county's Exclusive Farm Use (A-1) and Forest (F-1, F-2) zones using the model code as a guide. Consultant will be available to assist County with outreach or presentation materials, such as a PowerPoint presentation or reviewing public notification text.

Task 2 Consultant Deliverables:

- 2.1 Audit of the Exclusive Farm Use (A-1) and Forest (F-1, F-2) zones
- 2.2 Draft outreach or presentation materials, or assistance to staff with meeting materials, to assist County appointed and elected officials and the public understand options and potential outcomes of their decisions

Task 2 County Deliverable:

- 2.1 Comments on audit and presentation materials provided by Consultant

Task 2 timeline:

Consultant deliverables 2.1 and 2.2 will be delivered by April 1, 2017

County deliverable 2.1 will be delivered by May 31, 2017

OTHER CONSIDERATIONS

This agreement will be effective as of the date of the last signature. The termination of this document may occur by mutual consent of the parties with 60 days written notice.

Except as provided herein, nothing in this Memorandum of Understanding shall be construed as obligating the other party to expend funds or obligate future payment of money authorized by law and administratively available for this work.

Wasco County Board of Commissioners

Signature of Chair

October 5, 2016

Date

Rod L. Runyon

Printed Name

Department of Land Conservation & Development

Jim Rue, Director

Date

Agenda Item

Measure 97

- [Ballot Measure 97](#)
- [Resolution 16-020 Opposing Ballot Measure 97](#)

Oregon Ballot Measure 97

Section 1. ORS 317.090 is amended to read:

(1) As used in this section:

(a) "Oregon sales" means:

(A) If the corporation apportions business income under ORS 314.650 to 314.665 for Oregon tax purposes, the total sales of the taxpayer in this state during the tax year, as determined for purposes of ORS 314.665;

(B) If the corporation does not apportion business income for Oregon tax purposes, the total sales in this state that the taxpayer would have had, as determined for purposes of ORS 314.665, if the taxpayer were required to apportion business income for Oregon tax purposes; or

(C) If the corporation apportions business income using a method different from the method prescribed by ORS 314.650 to 314.665, Oregon sales as defined by the Department of Revenue by rule.

(b) If the corporation is an agricultural cooperative that is a cooperative organization described in section 1381 of the Internal Revenue Code, "Oregon sales" does not include sales representing business done with or for members of the agricultural cooperative.

(2) Each corporation or affiliated group of corporations filing a return under ORS 317.710 shall pay annually to the state, for the privilege of carrying on or doing business by it within this state, a minimum tax as follows:

(a) If Oregon sales properly reported on a return are:

(A) Less than \$500,000, the minimum tax is \$150.

(B) \$500,000 or more, but less than \$1 million, the minimum tax is \$500.

(C) \$1 million or more, but less than \$2 million, the minimum tax is \$1,000.

(D) \$2 million or more, but less than \$3 million, the minimum tax is \$1,500.

(E) \$3 million or more, but less than \$5 million, the minimum tax is \$2,000.

(F) \$5 million or more, but less than \$7 million, the minimum tax is \$4,000.

(G) \$7 million or more, but less than \$10 million, the minimum tax is \$7,500.

(H) \$10 million or more, but less than \$25 million, the minimum tax is \$15,000.

(I) ~~\$25 million or more, but less than \$50 million~~, the minimum tax is \$30,000.

(J) ~~\$50 million or more, but less than \$75 million, the minimum tax is \$50,000~~ More than \$25 million, the minimum tax is \$30,001 plus 2.5% of the excess over \$25 million.

(K) \$75 million or more, but less than \$100 million, the minimum tax is \$75,000.

(L) \$100 million or more, the minimum tax is \$100,000.

Oregon Ballot Measure 97

(b) If a corporation is an S corporation, the minimum tax is \$150.

(3) The minimum tax is not apportionable (except in the case of a change of accounting periods), and is payable in full for any part of the year during which a corporation is subject to tax.

Section 2. The amendments to the minimum tax made by Section 1 of this 2016 Act do not apply to any legally formed and registered “benefit company,” as that term is defined in ORS 60.750. A legally formed and registered “benefit company” shall pay the minimum tax set forth in ORS 317.090(2) in effect prior to the passage of this 2016 Act.

Section 3. All of the revenue generated from the increase in the tax created by this 2016 Act shall be used to provide additional funding for: public early childhood and kindergarten through twelfth grade education; healthcare; and, services for senior citizens. Revenue distributed pursuant to this section shall be in addition to other funds distributed for: public early childhood and kindergarten through twelfth grade education; healthcare; and, services for senior citizens.

Section 4. The amendments to ORS 317.090 made by Section 1 of this 2016 Act and Sections 2 and 3 of this 2016 Act apply to tax years beginning on or after January 1, 2017

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF OPPOSING)	RESOLUTION
OREGON'S MEASURE 97)	#16-020

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

WHEREAS: The Board does not support the citizens of Wasco County paying higher consumer prices to cover the cost of tax increases due to Measure 97; and

WHEREAS: The Board does not support a tax on gross sales which some Wasco County business would be required to pay regardless of whether or not they make a profit; and

WHEREAS: The revenue from taxes generated by Measure 97 would be paid to the state General Fund and are not guaranteed to fund schools,

healthcare or other needed services; and

WHEREAS: Passage of Measure 97 would impose a tax that will reduce income, employment and population growth in Wasco County; and

WHEREAS: A new tax on gross sales will encourage entities considering investing in Oregon and in Wasco County to invest elsewhere and will slow the creation of private sector jobs; and

WHEREAS: Measure 97 is a regressive tax that will heavily burden lower and middle-income families and Wasco County has a 16.8% poverty rate and a median income 14% lower than the State median income.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That the Wasco County Board of Commissioners opposes a tax on gross sales and opposes Measure 97.

DATED this 5th day of October 5, 2016.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

Scott C. Hege, County Commissioner

Kristen Campbell
County Counsel

Steven D. Kramer, County Commissioner

Measure 97 is bad for Oregon Farmers and Families

The Oregon Farm Bureau represents 7,000 Oregon farm and ranch families and 60,000 member families overall. We're accustomed to taxes and regulations, but never have we seen a tax as unfair and damaging to Oregon agriculture as Measure 97.

Measure 97 taxes gross sales, not profits

Many Oregon farm families operate on very thin profit margins. Measure 97 would tax our total sales and increase costs for the electricity, equipment, and fuel it takes to produce food, even when we have a small profit or even losing money. This is simply unfair and would burden our farmers unlike any other state.

98% of Oregon farms are family owned and operated. Crops produced by farmers here are sold around the world. Measure 97's giant tax hike would put our family farms at a competitive disadvantage.

Measure 97 increases food costs for consumers, from our farms to your tables

Measure 97 isn't just bad for Oregon family farmers. It's harmful to all Oregonians. A study by the nonpartisan Legislative Revenue Office (LRO) revealed most of this tax would be paid by consumers in the form of higher prices on everyday items such as gasoline, medicine, utilities and even food. They estimate the cost to be \$600 more per year for the average Oregon family.

The tax would be assessed at each step in the production process. By the time a product has gone from the farm to the consumer it has likely been taxed multiple times, increasing its cost. The LRO refers to Measure 97 as a "consumption tax," like a sales tax, but without exemptions for everyday essentials.

Job losses included in Measure 97

Oregon agriculture provides over 326,000 jobs in the state. Measure 97 threatens those jobs and our family farmers. In fact, the LRO determined over 38,000 private sector jobs could disappear if this measure passes.

Don't hurt Oregon agriculture. Vote NO on Measure 97.

**Mid Columbia Producers, a Farmer-Owned Cooperative,
Encourages Voters to say NO to Measure 97**

Mid Columbia Producers (MCP) is a farmer-owned cooperative based in Moro. We operate **grain elevators in four Oregon counties** and Klickitat County in Washington to warehouse grain for producers from Oregon and Washington. We also operate a series of fuel sites in Oregon.

MCP recommends a NO vote on Measure 97.

Measure 97 is costly and damaging to businesses like ours with high volume sales and low profit margins. Because Measure 97 taxes sales, not profits, it means we'd pay the same high taxes whether or not we make a profit. **This will negatively impact our over 800 small to larger farmer owners at a time when their farms are receiving low prices.**

Measure 97 would add costs to our suppliers and distributors. When those businesses raise prices to cover the cost of Measure 97, **it will mean even higher prices for the fuel, seed and supplies that we sell our members and customers.**

Economists in the nonpartisan Legislative Revenue Office (LRO) have estimated that two-thirds of the Measure 97 tax will be passed on to Oregon businesses and consumers in the form of higher prices. **That means the greatest burden from Measure 97 won't be felt by the companies directly taxed, but by their customers.** They also called it regressive, as most taxes on sales are. The heaviest costs would be borne by those least able to pay higher consumer prices.

The LRO concluded that the average Oregon household would pay at least \$600 more a year in higher prices because of **Measure 97's hidden sales tax.** The LRO estimated Measure 97 would dampen Oregon's economy and cut private sector job growth by more than 38,000 jobs.

MCP strongly opposes Measure 97. We encourage you to learn more about Measure 97 at FactsAbout97.com. **We ask for your help in defeating this expensive new tax.**

Vote NO on Measure 97.

Section 1. ORS 317.090 is amended to read:

(1) As used in this section:

(a) "Oregon sales" means:

(A) If the corporation apportions business income under ORS 314.650 to 314.665 for Oregon tax purposes, the total sales of the taxpayer in this state during the tax year, as determined for purposes of ORS 314.665;

(B) If the corporation does not apportion business income for Oregon tax purposes, the total sales in this state that the taxpayer would have had, as determined for purposes of ORS 314.665, if the taxpayer were required to apportion business income for Oregon tax purposes; or

(C) If the corporation apportions business income using a method different from the method prescribed by ORS 314.650 to 314.665, Oregon sales as defined by the Department of Revenue by rule.

(b) If the corporation is an agricultural cooperative that is a cooperative organization described in section 1381 of the Internal Revenue Code, "Oregon sales" does not include sales representing business done with or for members of the agricultural cooperative.

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(b) If a corporation is an S corporation, the minimum tax is \$150.

(3) The minimum tax is not apportionable (except in the case of a change of accounting periods), and is payable in full for any part of the year during which a corporation is subject to tax.

Section 2. The amendments to the minimum tax made by Section 1 of this 2016 Act do not apply to any legally formed and registered "benefit company," as that term is defined in ORS 60.750. A legally formed and registered "benefit company" shall pay the minimum tax set forth in ORS 317.090(2) in effect prior to the passage of this 2016 Act.

Section 3. All of the revenue generated from the increase in the tax created by this 2016 Act shall be used to provide additional funding for: public early childhood and kindergarten through twelfth grade education; healthcare; and, services for senior citizens. Revenue distributed pursuant to this section shall be in addition to other funds distributed for: public early childhood and kindergarten through twelfth grade education; healthcare; and, services for senior citizens.

Section 4. The amendments to ORS 317.090 made by Section 1 of this 2016 Act and Sections 2 and 3 of this 2016 Act apply to tax years beginning on or after January 1, 2017.

Section 5. If any provision of this 2016 Act is held invalid for any reason, all remaining provisions of this Act shall remain in place and shall be given full force and effect.

RECEIVED
2015 FEB 13 PM 10 37
KATE BROWN
SECRETARY OF THE STATE