



AGENDA: REGULAR SESSION

WEDNESDAY, MARCH 7, 2018

WASCO COUNTY BOARD OF COMMISSIONERS

WASCO COUNTY COURTHOUSE, RM #302, 511 WASHINGTON ST, 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) USDA Law Enforcement Agreement ; Bridges to Change Agreement Consent Agenda (Items of a routine nature: minutes, documents, items previously discussed.) Minutes: 2.21.2018 Regular Session
9:30 a.m.	Budget Hearing – Mike Middleton
9:40 a.m.	Economic Development Commission – Community Projects/Appointment – Carrie Pipinich
9:55 a.m.	Re-designating the Enterprise Zone – Matthew Klebes/Carrie Pipinich
10:05 a.m.	Integrated 3D LLC Tax Abatement Agreement – Matthew Klebes
10:15 a.m.	Blue Zones Update – Leticia Valle
10:30 a.m.	Executive Session – Pursuant to ORS 192.660(2)(h) for consultation with legal counsel and/or ORS 192.660(2)(i) to review and evaluate the job performance of an employee
	BREAK
2:00 p.m.	MCCFL Mental Health Clinic Construction Project Bid Opening
	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
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MARCH 7, 2018

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

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

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

Changes to the agenda:

- Remove Executive Session
- Add AOC Dues to the Discussion List
- Add letters of support for SWPRD Grant applications to the Discussion List.

Discussion List – SWPRD Grant Applications

County Clerk Lisa Gambee reminded the Board that the South Wasco Park and Recreation District's Oregon State Marine Board grant application for replacement of the north boat ramp located at the Pine Hollow Reservoir had been rejected in the last grant cycle. They have reapplied for a grant to repair the south boat ramp and are seeking County support through a letter committing to stand behind the project for a period of 10 years. She reminded the Board that they had provided such a letter for the first grant application.

Vice-Chair Hege reported that he has spoken to OSMB staff and is confident that this letter will pave the way to approval for the grant. He explained that since this grant is for repair rather than replacement the 10-year commitment will be adequate to meet the OSMB requirements. He added that SWPRD is writing for an ODFW grant to replace the north boat ramp; they would appreciate a letter of support for that application as well, but will not need the same commitment

for maintenance as required by OSMB. Both draft letters were provided to the Board for review (attached).

Commissioner Runyon observed that the Board has already expressed their support for the projects and he is in favor of providing the requested letters of support.

Commissioner Hege stated that he believes that with the County's letter of support and commitment, the OSMB grant is virtually a foregone conclusion. Ms. Gambee noted that the ODFW grant is for a full replacement; originally they asked for matching funds from ODFW but are now asking ODFW to fully fund the project. She reported that SWPRD already has letters of support from other entities.

*****The Board was in consensus to sign letters of support for SWPRD grant applications to the Oregon State Marine Board and the Oregon Department of Fish and Wildlife.*****

Discussion List – USDA Law Enforcement Agreement

Sheriff Lane Magill explained that this is the annual contract to provide law enforcement patrols in the Mt. Hood National Forest. He stated that it is exactly the same contract that was signed last year. Traditionally, the funding has covered overtime for deputies to do the patrolling; however, last year and this year, the funds will pay for a reserve deputy to fill that need – retired The Dalles Police Chief Jay Waterbury. He noted that the Forest Service has only two officers assigned to cover that area.

Vice-Chair Hege asked if the funding covers all expenses related to the patrol. Sheriff Magill replied that it does - \$50 per hour for the deputy and \$9 per hour for the equipment.

{{{Vice-Chair Hege moved to approve the Cooperative Law Enforcement Agreement between Wasco County Sheriff's Department and the USDA Forest Service Mt. Hood National Forest and Columbia River Gorge National Scenic Area Agreement #18-LE-11060600-005. Commissioner Runyon seconded the motion which passed unanimously.}}}

Discussion List – Bridges to Change Agreement

Community Corrections Manager Fritz Bachman introduced several members of the Bridges to Change staff:

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- Montra Knudsen – Executive Director
- Shelly Mead – Operations Director
- Michael Olsen – Peer Mentor
- Ron Webber – House Manager
- Ed Smith – Housing Director

He stated that Bridges to Change has been molding their program to fit our local needs and have had great success in the past year. He explained that the new contract is an update to reflect an expanded scope of work. He stated that increases in State funding supports the expansion. He went on to say that he would like to add up to four more houses with peer mentors; for each one that Bridges to Change opens and maintains, we offer a \$25,000 lump sum to get them started. He pointed out that he acts as a consultant but the houses and programs are theirs.

Commissioner Runyon asked if the grants cover the costs of the programs. Mr. Bachman replied that it is all State funded. He added that most of the funding is very stable but should funding shrink, the County is not responsible for closing the houses or laying off staff. He stated that at any one time he has 30-40 clients in need of housing with about half appropriate for this program. These houses would provide them with attainable housing and ongoing support.

Commissioner Runyon asked to hear from the Bridges to Change staff.

Ms. Mead said that this first year had a bit of a rocky start but Bridges to Change has been able to build strong relationships with neighbors and have had no major challenges. She reported that even those clients that were not initially successful have been able to re-engage in the program which has a good wrap-around approach with Community Corrections.

Mr. Bachman added that the success is a combination of Bridges to Change's background and experience, locating in a good neighborhood and providing lots of reasons for clients to do the right thing. He reported that there has been no crime in the house and no increase in crime in the neighborhood.

Mr. Knudsen stated that after this biennium, the Justice Reinvestment program will shift to a merit-based award system. Wasco County has a good start with a reduction in recidivism and a program that aligns with the County's core values.

Mr. Olsen stated that it is a blessing to have this program in our community. He reported that he has past experience with the clientele and this program is

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saving lives – lives that are turning around to be productive. He said that the program bridges the gap and provides hope. He stated that some of these are hard cases and he has seen them regain a purpose for their lives.

Mr. Webber said that he would like to emphasize the fact that many of the clients have been recurring users of services and are now seeing success – getting jobs and holding them. He said that are leaving the program to stand on their own, rather than just being kicked to the curb. He said that staff continues to engage with them and they continue to be productive and fulfill their requirements for staying clean and sober. He said that the program supports long-term success.

Mr. Smith said that he is new to the program. He said that he used to think that housing was a small thing but has seen how it gives the clients a safe, affordable place to call home and it gives them a sense of community. He said he is excited to see what the future holds.

Sheriff Magill said that although it was a rocky start, people behind the scenes are doing an amazing job. He reported that two or three times a month he has contact with citizens who are always supportive and have positive comments. He noted that our local success rate is 80%, compared to 50% in Portland.

Vice-Chair Hege said that 18 months ago he attended a NACo conference in Long Beach where he went to a meeting where they talked about housing for probationary/parole clients. He said that it was emphasized that housing was not enough; there is a need to surround the client with services. He said when he came back, he was very happy to learn that Bridges to Change was offering that kind of work in our community. He said that he is proud of a lot of things that Wasco County does, but this is one of the programs of which he is most proud. He stated that the in-house mentors are the key – it is the work they do every day that facilitates change the lives of these young men.

Both Chair Kramer and Commissioner Runyon echoed Vice-Chair Hege's comments. Chair Kramer asked if County Counsel has approved the agreement. County Counsel Kristen Campbell replied that she has reviewed and approved the agreement.

Ms. Campbell asked how many beds are available and what is the average length of stay. Mr. Bachman responded that the current house accommodates ten and currently has eight residents. He said that the new house will probably house four to eight. He stated that he initially thought nine months would be the

average stay but it has been about six months.

Ms. Campbell asked if there will be any future for providing services to women. Mr. Bachman replied that he would like at least one house for women with two peer mentors. He stated that the number of women clients is far lower but their needs are higher and they recover differently so the house and mentoring need to be different.

{{{Vice-Chair Hege moved to approve the Transitional Housing and Support Services Program Personal Services Contract with Bridges to Change. Commissioner Runyon seconded the motion which passed unanimously.}}}

Agenda Item – Supplemental Budget Hearing

At 9:35 a.m., Chair Kramer opened a supplemental budget hearing and called upon the Finance Director Mike Middleton to present.

Mr. Middleton explained that this is a straightforward process to correct under-budgeting of personnel costs for Youth Services. He explained that a software glitch caused a miscalculation for their personnel costs as it did not calculate enough for health and dental insurance or PERS.

Chair Kramer opened the floor to public comment; there being none he asked the Board to move to deliberations.

{{{Vice-Chair Hege moved to approve Resolution 18-004 in the matter of increasing expense appropriations and decreasing revenue appropriations within a fund. Commissioner Runyon seconded the motion which passed unanimously.}}}

Agenda Item – EDC Community Enhancement Projects

MCEDD Projects Manager Carrie Pipinich reviewed the Community Enhancement Projects report included in the Board Packet. She explained that the Economic Development Commission reviews applications and hears presentations for each project and then individually ranks the projects. Their goal is to make sure that those that rise to the top are viable projects and are critical in providing economic opportunity. In addition, they try to provide equity with some representation in the top ten from all areas of the County. She said that they consider both the readiness of the project and the capacity of the community. EDC Chair Kathy Ursprung added that they are also trying to help communities build their capacity to be able to take advantage of opportunities;

toward that end, they will be offering a grant-writing workshop in April.

Commissioner Runyon asked if the recent State decision to provide funding for the Maupin project will impact the order of the list. Ms. Pipinich replied that she would welcome input on that. She said that the Board can change things around now or can approve the list as-is and let the EDC make appropriate changes. She added that she believes Maupin is still looking for funding.

Commissioner Runyon noted that the Deschutes Rim Clinic project got a million dollars and has had donations; he asked what their current funding gap is. Vice-Chair Hege responded that they still need a lot of money – he believes at least a million more is needed.

Commissioner Runyon said he would be interested in the EDC evaluating how they would modify the list based on the new funding. Ms. Pipinich said that the EDC meets in June and can do that evaluation and she can bring the results back to the Board. Commissioner Runyon suggested electronic polling might provide a quicker response.

Vice-Chair Hege stated that he feels that Hunt Park is underutilized and the Fair Board could use some strategic planning support to get them into the mode of thinking about the future. He said that he would like to see the EDC involved in that.

Mr. Stone said that several months ago Fair Board Chair Ken Polehn came to him for help with strategic planning. He said that he had advised Mr. Polehn that he does not have the capacity to take that on but worked with him to explore goals and resources. He stated that he had suggested MCEDD and pitched that idea to Ms. Pipinich. He reported that the Fair Board met last week and approved a small contract with MCEDD to help with strategic planning and grant writing.

Ms. Pipinich said that she believes it will be a good partnership to help them write the plan and start them on implementation of the plan.

*****The Board was in consensus to approve the Economic Development Commission's Community Enhancement Projects List.*****

Agenda Item – EDC Appointment

Ms. Pipinich reported that Fred Justesen resigned his position on the EDC. She stated that while the position is designated "at-large," the intent is to have it focused on dryland crops and livestock production. She stated that Mr. Nantz is

the only applicant but she believes he will be a good fit.

Chair Kramer stated that Mr. Nantz has some education and will be a beneficial addition to the EDC.

Commissioner Runyon asked if there is a rule in the bylaws regarding members missing meetings. Ms. Pipinich replied that she would have to look at that but the EDC has good attendance and members are permitted to call in to meetings.

{{Vice-Chair Hege moved to approve Order 18-006 appointing Keith Nantz to the Economic Development Commission. Commissioner Runyon seconded the motion which passed unanimously.}}

Agenda Item – Enterprise Zone Re-designation

Enterprise Zone Manager Matthew Klebes reported that the current Enterprise Zone will expire on June 30th and is the 3rd such designation in Wasco County. He reviewed the staff report included in the Board Packet, explaining the process for establishing a new zone and pointing out the opportunity to redraw the map.

Chair Kramer stated that it is counterintuitive for businesses making a larger investment to be required to provide fewer jobs. He asked what the logic is behind the rule. Mr. Klebes replied that it is a state requirement and he would do some research to discover the rationale behind it. Ms. Ursprung pointed out that large infrastructure investments bring some short-term construction jobs up front.

Chair Kramer said he would like to explore it further to see if we can up the ante for long-term employment. Mr. Klebes said that long-term employment can certainly be a negotiating point – we have a good negotiating team. He added that there is another program, the Social Innovation Fund, available that accepts a commitment for lower-paying jobs than does the Enterprise Zone program.

Mr. Klebes said that he is happy to take the County's questions to the State; he will be attending an EZ Managers workshop in April.

Vice-Chair Hege noted that we do not always have to use the long-term abatement. He said that he is not sure it is always the best path; the SIP is often a better tool. He noted that we have ten active agreements and most are with smaller companies.

Mr. Klebes pointed out that we can choose to negotiate on EZ options or not. He said that the three-year abatement is based on qualifications but the other two options are negotiated agreements.

Ms. Pipinich said that they are working with County Planning and the Assessor to identify areas that would be good candidates for an enterprise zone. She stated that they have contacted each of those communities to gauge their interest in participating – most have already expressed an interest. She noted that the City of The Dalles has seen success through their Enterprise Zone and is now on the edge of qualifying for re-designation. She said that an argument can be made for that and we can continue to accept applications pending approval of the zone.

Commissioner Runyon asked if there are islands of development throughout the county. Mr. Klebes replied that there are; you cannot designate the entire county. Commissioner Runyon asked if each area could apply individually. Mr. Klebes responded that they can but would then each need their own manager; it makes more sense to combine them under one manager.

Agenda Item – I3D Tax Abatement Agreement
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Mr. Klebes stated that there are errors in the resolution and provided the Board with the corrections – I3D is not building a hotel. He said that this is an expansion project for additional equipment and two jobs. He said he has reviewed the requirements and they have confirmed their ability to comply. He said that they will be working with the school district for some sweat equity. He said that they have used their quarterly data sets to calculate wages which have risen. He stated that the City Council has already approved the agreement.

Commissioner Runyon asked why there are no references to following local planning and permit rules. Mr. Klebes said that it could be included but he would want to run that past legal counsel.

Vice-Chair Hege said that he does not think we want to get into the enforcement of someone else's rules. Mr. Klebes said that he has not come across it in other EZ agreements but that it could create additional options for termination.

{{{Commissioner Runyon moved to approve Resolution 18-005 with corrections in the matter of approving an Enterprise Zone Tax Abatement Agreement between the sponsors of The Dalles/Wasco County Enterprise Zone and Integrated 3D, LLC. Vice-Chair Hege seconded the motion which passed unanimously.}}}

{{{Vice-Chair Hege moved to approve the Extended Abatement Agreement with Integrated 3D, LLC. Commissioner Runyon seconded the motion which passed unanimously.}}}

Agenda Item – Blue Zones Update

Leticia Valle reviewed the presentation and documents included in the Board Packet. Chair Kramer noted that the plans for the route at Dry Hollow Elementary School will be initially done as gravel roads to see how well it works before paving. Vice-Chair Hege asked where the funding is coming from. Chair Kramer replied that the school is paying for the project. Commissioner Runyon noted that they were supposed to do this years ago but chose to apply the funding to modular buildings instead.

Ms. Valle said that Blue Zones is sponsoring Victor Johnson to attend training in Portland to help with safe school zone designs for other area schools.

Ms. Valle went on to say that The Dalles Blue Zones blueprint is the only one in the State that aligns with our CCO which will help with Medicaid programs. Chair Kramer added that MCMC and the CCO have both committed continued support for the Blue Zones over the next two years of the project. He encouraged Board members to express their appreciation for those efforts.

Discussion List – AOC Dues

Some discussion ensued regarding the timing of the invoice and the accuracy of financial reporting from AOC. Mr. Stone said he would bring some information to the after portion of the session.

Chair Kramer called for a recess at 10:53 a.m.

The Session reconvened at 1:57 p.m.

Ms. White reported that AOC invoiced the County in April of last year and that they are a month earlier this year. She added that they bill for the calendar year and therefore we are already two months into the billing cycle.

Further discussion ensued regarding the various dues categories and the lack of certainty in the AOC financial information.

*****The Board was in consensus to delay a decision on the AOC Dues until the March 21st session.*****

Agenda Item – MCCFL Construction Project Bid Opening

Chair Kramer opened and read the following bids:

Griffin Construction	\$6,409,000
Skyward Construction	\$6,422,760
Woodburn Construction	\$8,144.850
2KG Contractors	\$6,650,000

Chair Kramer noted that lists of 2nd tier contractors must be received by 4 p.m.. He announced that the MCCFL Board will meet on March 13th and bring their recommendations to the Board of County Commissioners on March 21st.

Chair Kramer adjourned the session at 2:11 p.m.

Summary of Actions

MOTIONS

- **To approve the Cooperative Law Enforcement Agreement between Wasco County Sheriff's Department and the USDA Forest Service Mt. Hood National Forest and Columbia River Gorge National Scenic Area Agreement #18-LE-11060600-005.**
- **To approve the Transitional Housing and Support Services Program Personal Services Contract with Bridges to Change.**
- **To approve Resolution 18-004 in the matter of increasing expense appropriations and decreasing revenue appropriations within a fund.**
- **To approve Order 18-006 appointing Keith Nantz to the Economic Development Commission.**
- **To approve the Extended Abatement Agreement with Integrated 3D, LLC.**
- **To approve Resolution 18-005 with corrections in the matter of approving an Enterprise Zone Tax Abatement Agreement between the sponsors of The Dalles/Wasco County Enterprise Zone and Integrated 3D, LLC.**

CONSENSUS


- **To sign letters of support for SWPRD grant applications to the**

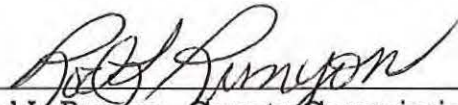
Oregon State Marine Board and the Oregon Department of Fish and Wildlife.

- **To approve the Economic Development Commission's Community Enhancement Projects List.**
- **To delay a decision on the AOC Dues until the March 21st session.**

Wasco County
Board of Commissioners



Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair

Rod L. Runyon, County Commissioner



DISCUSSION LIST

[USDA LAW ENFORCEMENT AGREEMENT](#) – LANE MAGILL

[BRIDGES TO CHANGE AGREEMENT](#) – FRITZ BACHMAN



DISCUSSION ITEM

LAW ENFORCEMENT AGREEMENT

[USDA FOREST SERVICE COOPERATIVE LAW ENFORCEMENT AGREEMENT](#)
[18-LE-11060600-005](#)

FS Agreement No. 18-LE-11060600-005

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT**Between****COUNTY OF WASCO****WASCO COUNTY SHERIFF'S DEPARTMENT****And The****USDA, FOREST SERVICE****Mt. Hood National Forest and Columbia River Gorge National Scenic Area**

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between County of Wasco, Wasco County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Mt. Hood National Forest and Columbia River Gorge National Scenic Area, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Cooperative Law Enforcement Agreement

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.



information about registration procedures may be found at the SAM Internet site at www.sam.gov.

III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

**Submit original invoice(s) for
payment to:**

USDA, Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: 877-687-4894
E-Mail: asc_ga@fs.fed.us

Send copy to:

Andy Coriell
U.S. Forest Service
Northern Oregon Zone
16400 Champion Way
Sandy, OR 97055
Phone: 503-668-1789
E-Mail: acoriell@fs.fed.us

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Chris McNeel 511 Washington St. Suite 102 The Dalles, OR 97058 Telephone: 541-506-2580 FAX: 541-506-2581 Email: chrism@co.wasco.or.us	Brenda Borders 511 Washington St. Suite 102 The Dalles, OR 97058 Telephone: 541-506-2580 FAX: 541-506-2581 Email: brendab@co.wasco.or.us



6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
 7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
 8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.
- G. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- I. The Cooperator's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.
- K. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.



- P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- R. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.



LISA NORTHROP, Forest Supervisor
U.S. Forest Service, Mt. Hood National Forest

Date

STEVE KRAMER, Commissioner
County of Wasco

Date

Michael L. Loudermilk
MICHAEL L. LOUDERMILK, Special Agent in Charge
U.S. Forest Service, Pacific Northwest Region

2/20/2018

Date

The authority and format of this agreement (18-LR-11060600-005) have been reviewed and approved for signature.

Melanie Guinan
MELANIE GUINAN, Grants Management Specialist
U.S. Forest Service, Gifford Pinchot National Forest

02/16/2018

Date

Kristen Campbell, County

APPROVED AS TO FORM:

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](http://www.usda.gov/howtofile) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Andy Coriell 16400 Champion Way Sandy, OR 97055 Telephone: 503-668-1789 FAX: 503-668-1738 Email: acoriell@fs.fed.us	Rachele Avery 16400 Champion Way Sandy, OR 97055 Telephone: 503-668-1625 FAX: 503-668-1771 Email: racheleavery@fs.fed.us

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Wages at the prevailing rate for a deputy of \$50.00 per hour and overtime at the rate of \$75.00 per hour. Vehicle use rate of \$90.00 per ten hour day.

II. PATROL ACTIVITIES:

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

Timely reports and/or information relating to incidents or crimes that have occurred on National Forest System lands should be provided to the U.S. Forest Service as soon as possible.

The primary patrol activities will be during the summer months of May through September; the tour of duty will be ten hours per day on Friday, Saturday and Sunday, and include the national holidays of May 28, 2018, July 4, 2018 and September 3, 2018. Patrol activities may also occur during other months, as funding permits and as agreed to between the Cooperator and U.S. Forest Service. Patrol dates may be varied to address operational needs after mutual agreement between the Cooperator's and the U.S. Forest Service's representatives.

Each tour of duty should begin between 12:00 PM and 4:00 PM and remaining work hours may be varied as agreed to between the Cooperator and U.S. Forest Service.

The assigned Deputies will check in, as practical with the Ranger District Office or U.S. Forest Service Law Enforcement Officer when they begin their tour of duty, in person, by radio or telephone.

During scheduled vacations the cooperator, when possible, provide fill in Deputies for patrol.



Total reimbursement for this category will be paid out of the Patrol Activity funds in Section II.

U.S. FOREST SERVICE SHALL:

1. Grant permission, subject to Forest Service limitations and regulations, and those included herein, to the Wasco County Sheriff's Office for law enforcement purposes, for use of the Mt. Hood National Forest radio frequencies. Various channel guard tones are also authorized for use as required.
2. Restrict the use of radio frequency to official business.
3. Retain control of the use of these radio frequencies.
4. Not charge for the use of the radio frequencies.

WASCO COUNTY SHERIFFS OFFICE SHALL:

1. Grant permission, subject to State limitations and regulations, and those included herein, to the U.S. Forest Service for law enforcement purposes, for use of the Wasco County radio frequencies. Various channel guard tones are also authorized for use as required.
2. Restrict use of the radio frequency to official business.
3. Retain control of the use of these radio frequencies.
4. Recognize that fire traffic may have priority use of the frequency and that any transmissions during the time of a fire shall be coordinated with the on-scene Incident Commander and/or Columbia River Interagency Dispatch Center.
5. Ensure any radio transmissions in the 162-174 VHF Band are operating in the narrowband mode.

IV. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.



USDA Forest Service
Albuquerque Service Center
Payments-Grants and Agreements
101B Sun Ave NE
Albuquerque, NM 87109
FAX: 877-687-4894
E-Mail: asc_ga@fs.fed.us

The Cooperator will prepare an itemized statement for each invoice submitted to the Albuquerque Service Center. The statement will be in sufficient detail to allow the Forest Service to verify expenditures authorized. The itemized statement for reimbursement will also include the following information:

1. Areas patrolled and miles traveled on NFS lands.
2. Person-hours worked in NFS patrol areas.
3. Copies of completed Daily Activity Reports.
4. Copies of invoice submitted.

By execution of this modification, Wasco County certifies that the individuals listed in this document, as representatives of Wasco County, are authorized to act in their respective areas for matters related to this instrument.

The statement should be sent to the following address:

USDA Forest Service, Law Enforcement & Investigations
Northern Oregon Zone
ATTN: Andy Coriell, Captain
16400 Champion Way
Sandy, OR 97055

- B. For reimbursement of services provided under Sections V-B-1 and V-B-3 of this agreement, billing instructions will be specified in the revised Operating Plan.
- C. For reimbursement of services provided under Section V-B-2 of this agreement, the following billing procedure will be used.

Incident management personnel will prepare an Emergency Use Invoice and, upon concurrence of the Cooperator, will submit the invoice for payment along with all required documentation using normal incident business procedures.

The designated representative, IMT official, or a designated forest incident business official, will approve the invoice and submit to the Albuquerque Service Center, Incident Finance, for payment along with a copy of the current Operating Plan.

- D. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



DISCUSSION ITEM

BRIDGES TO CHANGE AGREEMENT

[TRANSITIONAL HOUSING AND SUPPORT SERVICES PROGRAM PERSONAL SERVICES CONTRACT BETWEEN WASCO COUNTY AND BRIDGES TO CHANGE](#)

[EXHIBIT A – SCOPE OF WORK](#)

TRANSITIONAL HOUSING AND SUPPORT SERVICES PROGRAM

PERSONAL SERVICES CONTRACT

This Contract is by and between Wasco County (“**COUNTY**”) and Bridges To Change (“**PROVIDER**”), for the performance of transitional housing and support services for the Community Corrections Department of COUNTY in its goal to reduce criminal behavior by promoting positive change in individuals.

A. RECITALS

COUNTY has the need for the services of an organization with particular ability, knowledge and experience as possessed by PROVIDER. PROVIDER is an established provider of the transitional housing and support services as outlined in the Scope of Work, and has a long standing positive working relationship with several Oregon counties and their Community Corrections departments. COUNTY has determined that PROVIDER is qualified and capable of performing the professional services as COUNTY requires, under the terms and conditions set forth.

B. CONTRACT EXHIBITS

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

Exhibit A: Scope of Work

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to no later than June 30, 2019, and may be extended for additional periods of time upon mutual agreement of both parties.

2. Scope of Work

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

2.2 Special Requirements.

- i. **Confidentiality of Information.** The use or disclosure by any party of any information concerning a recipient of Services purchased under this Contract, for any purpose not directly connected with the administration of COUNTY’S or the PROVIDER’S responsibilities with respect to such purchased Services, is prohibited, except on written consent of COUNTY.

ii. **Client Records.** PROVIDER shall appropriately secure all records and files to prevent access by unauthorized persons. PROVIDER shall, and shall require its employees and subcontractors to comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of client records.

iii. **Media Disclosure.** PROVIDER shall not provide information to the media regarding Services purchased under this Contract without first consulting COUNTY. PROVIDER will make immediate contact with COUNTY'S office when media contact occurs. COUNTY will assist PROVIDER with an appropriate follow-up response for the media.

3. **Compensation**

3.1 Payment. PROVIDER shall complete the Scope of Work as defined above for the following programs:

Stabilization Housing, not to exceed \$190,056 per fiscal year:
\$1,584 per resident per month for Stabilization Housing
\$5,219 per active Onsite Case Manager per month
\$5,219 per active Recovery Mentor per month

Transitional Housing, not to exceed \$100,000 per fiscal year:
\$25,000 one-time single lump sum per each new Transitional House purchased, to be reimbursed if the house is sold or otherwise no longer available as Transitional Housing.

Additional Recovery Mentors, not to exceed \$250,512 per fiscal year:
\$5,219 per active Recovery Mentor per month

Each month PROVIDER will provide an itemized statement, which will include the following for each associated program:

Stabilization Housing:

- a. Name/Address of residence
- b. Name of offenders housed
- c. Date of entry
- d. Offender status:
 - i. Seeking other clean and sober housing (location)
 - ii. Seeking employment (hours per week)
 - iii. Support group attendance (how many per week)
 - iv. Treatment status (enrolled and agency)
 - v. New criminal activity (Yes or No)
 - vi. House rule violations (number and reason)
- e. Exit date
- f. Date of last safety inspection
- g. Report any repairs that need to be made

Transitional Housing:

- a. Name/Address of each residence
- b. Name of offenders housed

Additional Recovery Mentors:

- a. Names of offenders being mentored
- b. Offender status:
 - i. Seeking clean and sober housing (location)
 - ii. Seeking employment (hours per week)
 - iii. Support group attendance (how many per week)
 - iv. Treatment status (enrolled and agency)
 - v. New criminal activity (Yes or No)
 - vi. Supervision violations (type)

3.2 Payments. COUNTY will review PROVIDER's invoice and within ten (10) days of receipt notify PROVIDER in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, COUNTY shall pay the invoice amount in full within thirty (30) days of invoice date.

4. PROVIDER is an Independent Contractor

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

5. Notices

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

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

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

PROVIDER: Monta Knudson, Executive Director
Bridges To Change
PO Box 16576
Portland, OR 97292

6. Indemnification

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

7. Insurance Requirements

7.1 PROVIDER shall procure and maintain in force, for the entire duration of this Contract, insurance providing coverage for bodily injury and property damage which may arise out of the operations of the PROVIDER or its subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.

7.2 **PROVIDER shall furnish to COUNTY a certificate of insurance evidencing the existence of all insurance coverages required by this contract prior to the commencement of any work.**

7.3 **Notice of Cancellation or Change.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days' written notice from this PROVIDER or its insurer(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by COUNTY.

7.4 Personal Services Contracts:

- i. **Contracts shall have the following:**
 - a. Commercial General Liability ("CGL")
 - i. Each occurrence \$2,000,000
 - ii. Aggregate \$4,000,000
 - iii. Operations \$2,000,000

- 1. Products and Completed
 - iv. Personal/Advertising Injury \$2,000,000
- b. Auto Liability
 - i. Combined Single \$2,000,000
- c. Workers' Compensation
 - i. Statutory Limits
 - ii. Employers Liability
 - 1. \$1,000,000

ii. **Professional Liability Coverage:** Professional Liability Coverage covering any damages caused by an error, omission or any negligent or wrongful acts related to the services to be provided under this contract. Per occurrence (for all claimants for claims arising out of a single accident or occurrence) in the amount of \$2,000,000 and \$4,000,000 Professional Aggregate.

- 7.5 PROVIDER shall endorse the CGL to include COUNTY as an "additional insured", including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate.
- 7.6 PROVIDER'S insurance shall be primary and not excess to, or contributory with any insurance coverage provided by COUNTY. PROVIDER'S insurance shall be endorsed to provide project specific aggregate limits with respect the project covered by this Contract.
- 7.7 CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two years after the work has been completed.

8. **Workers' Compensation**

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

9. **Assignment**

PROVIDER may not assign any of its responsibilities under this Contract without COUNTY's prior written consent, which consent may be withheld in COUNTY's sole

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

10. Labor and Material

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

11. Ownership of Work and Documents

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

12. Health Insurance Portability and Accountability Act.

12.1 If the Services funded in whole or in part with financial assistance provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), PROVIDER agrees to deliver the Services in compliance with HIPAA. Without limiting the generality of the foregoing, Services funded in whole or in part with financial assistance provided under this Contract are covered by HIPAA. Contractor shall comply and cause all Providers to comply with the following:

12.2 Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between PROVIDER and COUNTY for purposes directly related to the provision of services to PROVIDER'S clients, which are funded in whole or in part under this Contract. However, PROVIDER shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Oregon Privacy Rules, OAR 410-014-0000 et Seq., or COUNTY policy.

13. Termination for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, COUNTY may terminate all or part of this Contract upon determining that termination is in the best interest of COUNTY by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against PROVIDER. Upon termination under this paragraph, PROVIDER shall be entitled to

payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) COUNTY has against PROVIDER. Pursuant to this paragraph, PROVIDER shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by PROVIDER. COUNTY shall not be liable for any costs invoiced later than thirty (30) days after termination unless PROVIDER can show good cause beyond its control for the delay.

14. Termination for Cause

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

- 14.1 If COUNTY funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- 14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 14.3 If any license or certificate required by law or regulation to be held by PROVIDER to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. Termination for Default

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

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

16. Remedies

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

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

17. Nondiscrimination

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

18. Governing Law; Jurisdiction; Venue

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

19. Compliance with Laws and Regulations

PROVIDER shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, PROVIDER expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this

Contract: a) All applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; b) All state laws governing operation of Addictions and Community Mental Health Programs; c) All state laws requiring reporting of Client abuse; d) ORS 659A.400 to 659A.409, ORS 659A.145, and all regulations and administrative rules established pursuant to those laws. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated.

20. Experience, Capabilities and Resources

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

21. Documents

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

22. Access to Records

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

23. Representations and Warranties

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

24. Attorney Fees

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

25. Limitation of Liabilities

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

26. Confidentiality

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

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

27. Force Majeure

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

28. Waivers

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

29. Severability

Any provisions of this Contract which shall prove to be invalid, void or illegal shall in no

way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

30. Headings

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

31. Integration

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

32. Amendments

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

33. Authority

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

34. Compliance with Oregon Tax Laws

The undersigned is authorized to act on behalf of PROVIDER and that PROVIDER is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

WASCO COUNTY, OREGON

Date: _____

SCOTT HEGE
County Commissioner

Date: _____

ROD RUNYON
County Commissioner

Date: _____

STEVE KRAMER
County Commissioner

WASCO COUNTY COMMUNITY CORRECTIONS

Date: _____

FRITZ BACHMAN
Director, Wasco County Community Corrections

BRIDGES TO CHANGE

Date: _____

MONTA KNUDSON
Executive Director, Bridges To Change
PO Box 16576
Portland, OR 97292

Tax Id. No. 76-0751239

APPROVED AS TO FORM

Date: _____

KRISTEN A. CAMPBELL
Wasco County Counsel

Exhibit A

Scope of Work

PROVIDER agrees to provide transitional housing and recovery mentor support services to residents referred by COUNTY as agreed upon in this Contract. The housing programs and services executed by PROVIDER for COUNTY are outlined in this document.

GENERAL INFORMATION

Wasco County Community Corrections (WCCC) supervises adult offenders who often face various challenges in their lives including drug and alcohol addiction, mental health concerns, homelessness, unemployment, and specific legal requirements. Recovery Mentoring and Transitional Housing provides the support and stable environment to better address these challenges. The target population is offenders supervised by WCCC who are in need of mentoring or housing. Most offenders receiving services will be assessed as having a medium to high risk of recidivism. Those referred to mentoring services or transitional housing may include, but are not limited to:

- Offenders recently released from prison or jail
- Offenders with a past history of violence
- Offenders diagnosed with disabilities or morbidities including substance abuse, mental illness, physical limitations and/or cognitive impairment

GEOGRAPHIC BORDERS/LIMITATIONS & SERVICE AREAS

Services are restricted to individuals who are supervised by WCCC who are living in or returning to Wasco County.

SERVICE DESCRIPTION

Services consist of staffed alcohol- and drug-free housing with recovery mentoring services. The program focuses on adults identified with drug and alcohol use disorders. The housing programs operate under specific rules and regulations following guidelines for alcohol- and drug-free housing. The Recovery Mentor program follows the guidelines of Certified Recovery Mentors as defined by the Addiction Counselor Certification Board of Oregon.

Stabilization Housing

The Stabilization House will serve a minimum of ten (10) male participants. The number of referred clients may be increased upon mutual agreement of both Provider and WCCC. The Stabilization House will staff one (1) Onsite Case Manager and one (1) Recovery Mentor. This staff is hired and managed by Provider. Wasco County and WCCC are not responsible for this staff. Wasco County and WCCC are not responsible for any property damage or other liability incurred by any house residents or as a result of their actions.

Transitional Housing

Transitional Houses will accommodate and consider WCCC offenders but may also house non-offenders. The WCCC offenders must meet the requirements of the Transitional House in order to qualify for residency. Transitional Houses have one resident house manager. This resident is managed by Provider. Wasco County and WCCC are not responsible for the house manager or other house residents. Wasco County and WCCC are not responsible for any property damage or other liability incurred by any house residents or as a result of their actions.

Additional Recovery Mentors

Recovery Mentors provide daily orientation to clients. This includes but is not limited to establishing and maintaining appropriate boundaries and ethics. Recovery Mentors follows the guidelines of Certified Recovery Mentors as defined by the Addiction Counselor Certification Board of Oregon. Additional duties are described in the Recovery Mentor Program Duties below. This staff is hired and managed by Provider. Wasco County and WCCC are not responsible for this staff. Wasco County and WCCC are not responsible for any property damage or other liability incurred by any house residents or as a result of their actions.

BASE SERVICES

Provider shall provide to Wasco County Community Corrections transitional housing, case management, and recovery mentor support services to supervised offenders. Provider will work with getting clients stabilized in housing who otherwise would not be successful in a traditional transitional housing program. Provider will work in collaboration with WCCC, community partners and employment service providers. Goals are to assist clients to find stability so they can successfully access more structured services. Provider will work closely in collaboration with WCCC to assist clients in successful in transitioning out of stabilization housing into appropriate programming.

FUNDING

Funding of the work described in this document is not guaranteed. Fluctuations in funding year to year should be expected. The County cannot assure that any particular level of work will be provided and the contract will permit the County to add or remove work as necessary depending on availability of funding.

Stabilization Housing

The Stabilization House will serve a minimum of ten (10) male participants at the defined monthly bed rate. The number of referred clients may be increased upon mutual agreement of both Provider and WCCC. The Stabilization House will staff one (1) Onsite Case Manager and one (1) Recovery Mentor at the defined monthly pay rates.

Transitional Housing

WCCC does not pay a bed rate for any residents at Transitional Houses.

WCCC does not pay for any staff assigned to Transitional Houses.

For each Transitional House, WCCC will pay for startup costs in a single lump sum in the amount defined, to a maximum of four (4) Transitional Houses. Each Transitional House purchased is to be made available to WCCC offenders as potential residency depending on house requirements and offender qualifications. A Transitional House's startup costs are to be reimbursed to Wasco County by Provider if the Transitional House is sold or otherwise no longer available as Transitional Housing.

Additional Recovery Mentors

For each Recovery Mentor hired by Provider and providing dedicated services to WCCC, WCCC will pay Provider for each Recovery Mentor at the defined monthly pay rate, to a maximum of four (4) Recovery Mentors.

HOUSE SELECTION AND LOCATION

Provider will independently identify and negotiate terms for any community housing with prospective sellers or landlords. Any house selection must be mutually agreed upon by both Provider and WCCC. The cost to rent, lease, lease or purchase any property is solely the burden of the Provider but may be factored into the bed rate cost within the maximum limits as defined in the Contract.

Provider is responsible for any necessary community outreach in the neighborhood prior to executing any housing contract.

HOUSE STAFFING

Stabilization Housing

Stabilization Housing consists of two staff members: an Onsite Case Manager and a Recovery Mentor. The Onsite Case Manager provides recovery-focused activities and support. The Onsite Case Manager also provides oversight of the house and assistance to the treatment team, mentors, and WCCC staff as needed. The Recovery Mentor is scheduled to provide oversight throughout the day, swing shifts, evenings and weekends as needed. The Recovery Mentor assists in the following additional areas:

- Applying for health care
- Managing medication access
- Accessing MH treatment
- Accessing SSI/SSD
- Job readiness and employment searching as applicable
- Reinforcing pro-social behaviors
- Providing skills groups
- Guiding them through the phases of the program supportively
- Following through with health care appointments
- Accessing recovery support
- Organizing recovery networks
- Collaborating with treatment providers
- Other case management duties requested

This staff is hired and managed by Provider. Wasco County and WCCC are not responsible for this staff.

Transitional Housing

A standard Transitional House consists of a resident house manager.

This resident is managed by Provider. Wasco County and WCCC are not responsible for the house manager or other house residents.

Upon mutual agreement of both WCCC and Provider Transitional Housing may be upgraded to Stabilization Housing if the additional support staff is needed to effectively support the recovery of the residents.

RECOVERY MENTOR PROGRAM

To provide added support for those offenders who are in need of more direct assistance due to the client's limited or diminished physical or cognitive ability, Recovery Mentors will be matched to clients who need and/or would benefit from these services.

Qualifications and duties of Recovery Mentors are as follows:

Qualifications

- 1) General Qualifications - The Mentor should be:
 - a. An ex-offender who has experience with the criminal justice system;
 - b. Not under federal or state supervision for at least five years;
 - c. At least ten years released from a correctional institution and, while in prison, was never involved in or assisted with an escape or involved with contraband;
 - d. Living a crime-free and pro-social lifestyle for at least five years; and
 - e. Has the ability to enter a correctional institution as a contracted representative of WCCC.
- 2) Specific Qualifications - The Mentor must demonstrate the ability and capacity for:
 - a. Having a clear understanding and practical knowledge of criminal needs, risk, addiction and relapse issues;
 - b. Teaching and coaching clients on subjects/issues such as life skills, personal finance, medical access/management and self-sufficiency;
 - c. Holding clients accountable for their actions;
 - d. Knowing and familiar with community resources that would benefit this target population and the Mentor is presently active in the recovery community;
 - e. Being flexible and able to adjust their personal schedule and time to meet the client's needs;
 - f. Having strong communication skills;
 - g. Being reliable, trustworthy and dependable in their personal conduct; and a
 - h. Commitment and willingness to work with the criminal justice population and the criminal justice system.

Duties

- 1) Provide services in a manner that demonstrate a sensitivity and understanding of the client's cultural background, criminality, developmental stage, gender, and must be able to serve clients identified with special need conditions, such as mental health, deaf/hearing impaired, or other mental/physical disabilities.
- 2) Provide an orientation to all prospective clients that includes but is not limited to establishing and maintaining appropriate boundaries and ethics.
- 3) Provide transportation and/or accompany clients to appointments to insure participation.
- 4) Mentors must have a valid State of Oregon driver's license and personal automobile insurance.
- 5) Attend and participate in WCCC staff meetings as requested.
- 6) Display effective crisis intervention and relapse prevention skills.
- 7) Allow visitations to occur with a client's child(ren), and work with the State of Oregon Department of Human Services (DHS), as needed.
- 8) Report to WCCC staff regarding any relapse or illegal activity.

- 9) Provide entry and exit information on clients, including progress reports.

STABILIZATION HOUSE MANAGEMENT PROCEDURES

Referrals

All referrals will be made directly from WCCC staff. A client referral form will be completed by WCCC staff and emailed, mailed, faxed, or hand delivered by the client to the Provider prior to the client's placement into housing services.

Intake

All clients referred to these services will go through an intake process to determine appropriateness for placement into Provider's housing program. The intake process will occur on the same day as the referral unless other arrangements have been made and agreed to by WCCC staff and the Provider. In the event a client is denied service and the referral source disputes the decision, the WCCC Director or designee will review the referral and mediate to resolve the dispute. For each client referred for services, the Provider will notify WCCC referral staff within one business day of the intake, of any of the following conditions:

- a) Failure to appear for an intake interview; or
- b) Denial of placement into housing services.

Orientation

All clients accepted into housing services will receive an orientation conducted by the Provider, within one business day of arrival at the facility. The orientation will include, but is not limited to, written and oral information about the following:

- a) Client expectations for active participation in program services;
- b) Program rules and policies;
- c) Criteria and conditions for program completion; and
- d) Provider will provide translation for clients with language limitations.

Provider will create a seamless transition for each client to include continuity of care with existing caseworkers, outside services, and health resiliency team collaboration that may already exist.

A release of information (ROI) will be completed at this time to allow for communication with relevant agencies, treatment programs, physicians, etc. to flow back and forth between the parties to assist in an informed service delivery. At a minimum, a ROI will be obtained for all criminal justice and other agencies having a direct professional interest in the client, e.g., WCCC, District Attorney's Office, judiciary, treatment providers, etc. Failure to sign such a release will disqualify clients from these services.

For clients who have been recently released from a correctional facility and have not had the time or lack the ability/resources to access food or meals, the Provider will provide a food box on the day of arrival in addition to meal assistance listed in the Housing Requirements below.

For clients who need to complete and submit an application for tenancy (depending on the type of housing accessed), the Provider will assist the client at this time in completing and submitting the necessary paperwork.

Housing Requirements

Housing will be safe (e.g., appropriate number of and functional smoke detectors and fire extinguishers, emergency evacuation procedures posted in the building, fully stocked first aid kits, spill containers, etc.), clean and meet all applicable federal, state and local housing codes and regulations, including the American Disabilities Act.

Rooms must contain appropriate furnishings. Appropriate furnishings will include, but are not limited to: a bed, bedding, linens, bath towel, chair, table and dresser (or storage for personal items).

Provider will offer assistance with meals that includes, but is not limited to:

- a) Referrals, as necessary, to agencies that distribute food boxes or resources that provide basic food items (especially important for recently released clients who have not yet connected with other food distribution resources).
- b) Referrals to or assistance with procuring SNAP benefits (food stamps).
- c) Provision of meals or vouchers to obtain meals.

Provider's facility shall have an identified area that can be used for food preparation, cooking and storage.

Provider's facility shall have on-site or reasonable access (2 blocks or less) to laundry facilities.

Provider's facility shall have designated areas that can be used for counseling, interviewing and/or group sessions.

Provider will provide 24-hour supervision of housing and compliance with housing rules. To ensure that adequate response and follow-through for emergency situations are available to clients at all times, the Provider will provide the following services:

- a) Resource and emergency information will be posted on each floor that provide instructions on actions to be taken regarding a fire, medical emergency, lost key, emergency maintenance, self-harm thinking, etc.; and

- b) After-hours staff coverage or a reliable system in place that will allow for immediate response to emergencies. Coverage shall be in effect 24 hours a day, seven days a week.

Provider will have clear written policies and procedures concerning security and response to violations that are in effect 24-hours a day, seven days a week. Responsibilities for procedures shall be assigned to designated staff and include the following tasks:

- a) Monitor all client appointments and other activities outside the facility.
- b) Implement a client-sign-in and sign-out process for all appointments and activities occurring outside the facility.
- c) Establish a centralized location that allows clients to check-in/out, which will assist in monitoring their movement and determining on-site presence or absence.
- d) Develop a plan and process for locating clients when their whereabouts cannot be confirmed and/or who have been absent from the premises or visual sight longer than 24-hours. Included in the plan will be a communication process that immediately notifies WCCC staff when this situation occurs.

In cases where the client is causing significant disruption/danger to the housing facility and/or other clients or is involved in a critical incident that poses a threat or risk of danger to the community, the Provider may require the client to move within 24 hours. When this occurs, the Provider will immediately notify WCCC staff of their decision and reason to terminate service.

The Provider will conduct regular room inspections or “welfare checks.” Welfare checks will primarily be used to determine a client’s whereabouts particularly when they have been absent from the premises or have not been seen longer than a 24-hour period.

Case Management Service Description

The level and intensity of case management services will vary based on the type of housing program offered by the Provider. Regardless of the level and intensity, case management, when applicable, will be provided on-site, during generally recognized business hours and work week (e.g., 8:00 AM to 5:00 PM, Monday through Friday). The main responsibility of the residential case manager is to provide and coordinate a wide range of supportive and recovery-based services for adults involved in the criminal justice system and who are assessed by WCCC as high-risk to recidivate and high-need, with medical, developmental, and/or mental health disability(ies). General duties include working with each person to assess current needs and develop housing goals, coordinate access to other community-based services, and assist clients in achieving goals outlined in their Care Plans. Specific duties include, but are not limited to:

- a) Develop and Implement an individualized housing plan based on their Care Plan which includes identified needs from the client, WCCC, significant others and any additional parties/stakeholders involved with the client. The plan will be reviewed regularly and updated, as needed, throughout the client’s stay in housing.

- b) Update clients Care Plan which includes health, behavioral and social needs. Make referrals to other service providers in the community when further assessment and/or long term service delivery needs are indicated. Create a system that incorporates regular review and follow-up of the client's needs to ensure they are being appropriately addressed as the client progresses in the housing program.
- c) Develop and maintain a coordinated communication process and flow among WCCC staff, client, client's family members, and other service agencies having a direct association with the client. This would include, but is not limited to, addressing ways to improve service coordination with other programs or providers within the organization or within the community.
- d) Facilitate and update Care Plans upon entry and exit from the program.
- e) Provide advocacy and navigation strategies, as needed, for clients with other service providers, agencies, and systems.
- f) Provide crisis intervention services, as needed, and ensure that each client has a current crisis plan.
- g) Maintain client logs, files and case notes and prepare weekly, monthly and quarterly reports, as required. A client occupancy report is to be sent to WCCC staff weekly.
- h) Attend and participate in various client and staff meetings.
- i) Implement quality assurance measures that evaluate effectiveness of housing services and the resident's progress in the housing program.

Discharge Summary (Updated Care Plan at Exit)

Prior to completion of these services, the Provider's staff shall perform the following duties:

- a) Develop a discharge summary by updating the care plan in conjunction with each client and with input, when possible, from the client's supervising PO using a standard format provided by WCCC. The plan will be updated within five days prior to client's leaving program services. The plan will be sent to WCCC upon request.
- b) Ensure that the plan is consistent with the client's conditions of supervision, especially addressing the housing or living arrangements and employment (if applicable).
- c) Depending on the Provider's service continuum, clients may be eligible, upon completion of services, to transfer to a semi- or more permanent housing placement within the Provider's organization based on criteria established by the Provider.

Case Files

Provider will develop and maintain a case file for each client enrolled in these services. The file will contain, at a minimum, the following:

- a) Personal client information form (one page face sheet) that includes general identification and emergency contact information;

- b) WCCC-developed intake and exit data forms;
- c) Appropriate releases of information;
- d) Care Plans to include domains listed on WCCC Case Plans;
- e) Progress notes that reflect client's progress on the case plan, report ongoing and consistent communication between Provider and WCCC staff;
- f) Evidence that referrals to other agencies/services are occurring (when applicable);
- g) When financial arrangements are in effect between the Provider and client (i.e., client copayment), the file reports and records fee collections;
- h) When substance abuse testing (e.g., urinalysis) is being performed randomly on-site, testing results are reported and recorded.
- i) Completed Care Plan.
- j) Client's case file will contain documentation of all communications (oral and written) made to any WCCC staff. This is particularly significant in cases where a WCCC is notified of any client problems/violations and when a client exits the program.

Service Coordination and Notification

To lend fundamental support to efficient/effective utilization of services and provide timely alerts to potential problems/issues that can be dealt with promptly, the Provider will complete or perform the following:

- a) Client Occupancy Report: The Provider will email a Client Occupancy Report to WCCC staff weekly, which provides up-to-date information on the client's housing status.
- b) Coordinated Care Planning:
 - 1) Prior to completing a client's initial case plan, the Provider will solicit input from the client's supervising PO in the plan development. This will consist of, but is not limited to, obtaining a copy of the PO's case plan.
 - 2) The Provider will facilitate an initial meeting with client and PO within the first 30 days, preferably in person. Thereafter, the Provider will invite the client's supervising PO to participate in a client staffing when it is considered conducive to the client's progress in these services.
 - 3) The Provider will participate if and when WCCC staff requests a staffing.
- c) Process for Notification of Impending or Actual Problems:
 - 1) The Provider will promptly notify WCCC staff by phone or email of parole/probation violations or other criminal behavior (including any illegal drug use or prohibited alcohol use), major rule violations, unauthorized leave or other type of client program failure not later than the next working day and preferably the same working day as the occurrence.
 - 2) The Provider will notify WCCC staff of problem behavior that could, if continued, lead to termination of services.
 - 3) If a special staffing is scheduled to address the above-referenced issues/problems, the Provider will invite WCCC staff to participate.

- 4) The Provider who is contractually required to perform substance abuse testing shall send a copy of the urinalysis report to WCCC Staff.
- d) Process for Notification of Client's Exit from Program
 - 1) When the client exits this program, WCCC staff will be promptly notified. For program failures this will occur no later than the next working day and preferably the same day as the occurrence. For program successes, WCCC staff will be notified approximately one to two weeks prior to the anticipated successful completion and will be invited to give input when developing the Care Plan.
 - 2) The Provider will send copies of the completed Care Plan, if applicable, to WCCC staff within 10 working days of program exit.

System Collaboration / Coordination

The Provider will routinely provide information related to the availability of services and work closely with WCCC staff to ensure an adequate number of referrals.

The Provider will meet with WCCC staff, when necessary, to conduct program development, modify referral procedures, address general services delivery issues and resolve any interagency and/or operational problems.

The Provider must have an agency representative available to attend Housing Review Meetings as schedule by WCCC staff. The purpose of the Housing Review Meeting is to provide an opportunity for the housing providers and WCCC staff to review client housing case plans and work together collaboratively to ensure clients will have long-term, sustainable housing upon exit from these services. Prior to each meeting, a WCCC staff member will notify Provider's staff which of their clients will be staffed.

Prison Rape Elimination Act

Provider shall abide by the conditions and expectations of the Prison Rape Elimination Act (PREA). This includes the development of a PREA policy that captures:

- 1) clear definitions of what constitutes a violation of PREA;
- 2) client orientation/education;
- 3) client and staff reporting procedures;
- 4) critical incident reporting and investigation criteria; and
- 5) training of agency staff.

Provider shall not employ individuals who have criminally or administratively been found to have engaged in sexual misconduct or sexual abuse in a secure setting. Provider shall check sexual offense registries as part of hiring procedures. WCCC considers all PREA incidents as critical incidents. Provider is required to contact the WCCC Director immediately when an incident has been brought to any staff member's attention.

FISCAL REQUIREMENTS AND REPORTING

Provider shall submit a monthly invoice within 10 days after the satisfactory completion of the previous month's services. At a minimum, invoices must detail the following information:

- a. Billed to "Wasco County Community Corrections";
- b. Invoice date and invoice number
- c. Provider's name and address;
- d. Date(s) and description of service delivered;
- e. Contract number; and
- f. Unit cost of the service (as described in the fee schedule) and total invoice amount.

WCCC shall process invoices within 30 days of receipt of the invoice, provided that the work described in the invoice has been completed in accordance with the terms of the Contract, and Provider has submitted any/all required invoice supporting documents (rosters, reports, itemized cost-reimbursement forms, or any other required document(s)) that may be described herein.

Late, incorrect or incomplete invoices and/or supporting documents may delay processing and payment of Provider's invoices.

PERFORMANCE MEASURES/PERFORMANCE CONTRACTING

Provider will cooperatively participate in WCCC's efforts to monitor contract performance, which includes the following methods.

Site Reviews

WCCC may schedule on-site visits to review Contract compliance. Site visits are usually scheduled with Provider but may be conducted without notice. All site visits will be conducted and performed with consideration and accommodations made to non-contracted or communal service areas and non-contracted housing occupants.

Technical Assistance

WCCC staff may offer training and/or assist programs with design of the services.

Evaluations/Program Performance

Program performance may be evaluated through a variety of quality assurance and evaluation processes. The mechanism and process for evaluating program performance will be developed and implemented by WCCC staff.

Fiscal Compliance

County fiscal compliance reviews may be conducted to ensure that financial records, systems and procedures conform to generally accepted accounting principles and are in compliance with all County and State of Oregon audit and accounting requirements.

Performance Objectives

In 70% of cases, Provider shall facilitate an initial meeting with client and WCCC staff within thirty days of program initiation. 100% of cases will receive such staffing within 90 days. This staffing will include an assessment that evaluates health, psychological and social needs; the development of a plan of care; and referrals to necessary community-based services.

Aftercare Housing Objective: 64% of clients will be admitted to housing that is safe, stable and can be verified upon exit from program services.

Economic Self-Sufficiency Objective: 50% of clients upon exit from the corrections case manager service component will: a) be in receipt of entitlement benefits (SSI, OHP, etc.); or b) be engaged in employment services; or c) be engaged in vocational training; or d) be employed.

Contracted performance objectives may differ and/or change over time as negotiated between the parties.

Data Collection and Submission

The Provider will be furnished data forms (intake and exit forms) that have been developed by WCCC staff. The Provider will be responsible for completing and submitting the data form for each client placement in their program. The data collected from the forms will be used for tracking utilization and for monitoring the performance objectives identified herein. Final performance measures will be negotiated between WCCC and the Provider at the time of contract negotiation.

COMPENSATION AND METHOD OF PAYMENT

County will process monthly invoices for payment within 30 days of receipt. Housing costs are generally expected to be based on fee for service rates inclusive of rent, maintenance and other operational direct and indirect costs to formulate a daily housing rate per client with move in and move out days each counting as a full day. Case management, mentoring services, and any other approved auxiliary services may be segregated from housing rates and shall be calculated at a monthly rate. Cost sharing with any other programs shall be allocated appropriately by consistent and supportable methodology.

INSURANCE REQUIREMENTS

The Provider will be required to provide the insurance as in the Contract with COUNTY. Additional insurance coverage may be required depending on the key features of service delivery chosen by the Provider. Final insurance requirements will be subject to negotiation between, and mutual agreement of, the parties prior to contract execution.



CONSENT AGENDA

[MINUTES: 2.21.2018 REGULAR SESSION](#)



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
FEBRUARY 21, 2018**

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

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

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

Changes to the agenda:

- Appointment of a second alternate to the NORCOR Board of Directors
- Ms. Jones will not be here to present on the Resiliency Grant; Ms. White will provide that information.
- Letter of support for the Maupin Broadband/Civic Center project.

Commissioner Runyon explained that it is important to have County representation at all NORCOR meetings and there are times when neither he nor Vice Chair Hege can attend. He stated that a second alternate will help ensure that Wasco County always has a voice at the table.

Public Comment – County Processes
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Jim Wilcox of The Dalles commented that he wants to commend the Board of Commissioners, especially Vice Chair Hege, on the improved appeals process for tax evaluation. He stated that the staff is 100% better and the citizen panel is 300% better which has resulted in more reasonable decisions from BOPTA. He added that the process is much friendlier than in the past.

Vice Chair Hege observed that County Assessor Jill Amery had a lot to do with those changes.

Mr. Wilcox went on to say that the County's Land Use and Development Ordinance is very difficult to review. He said that there is a church in Tygh

Valley sitting in a residential zone, but in order to turn the property back to residential, there is a 90-day waiting period and an \$800 fee. He stated that he could not find that in the ordinance. He pointed out that if the website contained clear information, citizens could do the work themselves. He said that he wants to make the Board aware of the difficulty and asked that they work to improve the process. He observed that even the real estate community, familiar with land use and zoning, finds the LUDO very challenging.

Commissioner Runyon stated that he has spoken with Planning Director Angie Brewer and Associate Planner Brent Bybee. He said that he agrees it needs to be addressed and the Planning Department is in the process of a comprehensive update to the Ordinance. He went on to explain that any time a conditional use permit is issued, there is a process that must be followed to reverse that circumstance. He added that there are also federal considerations. He suggested that a conversation with Mr. Bybee would be a good place to start and he is hopeful that the review process will help to fix the problem.

Ellie Webb stated that there is an existing building and that the Planning staff needs to look at the property and be more in tune with what is in Wasco County. She added that citizens should get things in writing from the Planning Department as you can get different answers from different planners.

Chair Kramer said that we need to get the County professionals in the room for this discussion. Mr. Wilcox stated that he brought it to the Board to ensure that they actually heard about it.

Vice Chair Hege stated that we know that there are challenges in the LUDO and the real estate community is one of the best resources to identify issues. He pointed out that while the County can make changes, there are some rules that are driven by the state or federal government. He said that while neither staff nor the Board is perfect, the goal is for citizens to have a good experience.

Ms. Webb asked if Administrative Action does not include notifying neighbors and if it trumps the zoning. Vice Chair Hege replied that he does not know the specifics and suggested that she speak with Ms. Brewer. Ms. Webb stated that she tried that and it did not go well.

Discussion Item - Appointments

{{{Vice Chair Hege moved to approve Order 18-003 reappointing Lynne Erickson to the Wasco County Planning Commission. Commissioner

Runyon seconded the motion which passed unanimously.}}

{{Commissioner Runyon moved to approve Order 18-004 appointing John Hutchison to the Wasco County Investment Committee. Vice Chair Hege seconded the motion which passed unanimously.}}

{{Commissioner Runyon moved to appoint Chair Kramer as an alternate to the NORCOR Board of Directors. Vice Chair Hege seconded the motion which passed unanimously.}}

*****The Board was in consensus for Ms. White to apply their electronic signatures to an order of appointment for Chair Kramer as an alternate representative on the NORCOR Board of Directors.*****

Discussion Item – Finance Report

Finance Director Mike Middleton reviewed the finance report included in the packet.

Commissioner Runyon asked if there are any updates regarding the video poker revenue. Mr. Middleton replied that there are no recent updates; he expects a payment this month.

Agenda Item – Sheriff's Report & Budget Adjustment

Mr. Middleton explained that the Sheriff's Department had an opportunity to purchase NARCAN with a grant that would fully cover the cost. He stated that this adjustment will accept and appropriate those funds. He added that the appropriation request is a little higher than the cost of the medication so as to cover any shipping charges.

Sheriff Magill explained that with the opioid epidemic they face the issue of fentanyl which is being laced into the opioids. He stated that fentanyl is highly dangerous and lethal – a constable died in Canada and three officers in Delaware were hospitalized. He said that in response, the Sheriff's Office has implemented new protocols which include a requirement for two officers to be present for any drugs. The antidote to fentanyl is NARCAN and is being brought in largely for officer safety although it can be used for citizens as well. Through the grant, the Sheriff's Office will be able to distribute NARCAN to both City Police and NORCOR staff once they have completed required training. He said that have already seen fentanyl in Wasco County. It is primarily manufactured in China and comes to the U.S. by way of the Middle East or Mexico.

Commissioner Runyon asked if all deputies will be trained and carry NARCAN. Sheriff Magill responded that they will. He added that he will be purchasing the nasal application for immediate relief. He stated that training will come through Public Health and Mid-Columbia Fire and Rescue. He noted that the shelf-life of the medication is 2 years and that when they are approaching that threshold, the medication will be moved on to agencies with higher exposure rates.

Sheriff Magill went on to say that he is looking at testing technology that will reduce or eliminate officer exposure. The infrared technology will allow identification of narcotics without having to open the container.

Mr. Stone asked if NARCAN will be a recurring expense. Sheriff Magill replied that they are working with partner agencies to mitigate costs through grant funding.

Mr. Stone asked how the liability issue is being addressed; has our insurance carrier signed off on the use of NARCAN for citizens? Sheriff Magill replied that CIS is aware and supportive but he does not have anything in writing. He added that NARCAN has no known adverse side effects and has been in use since the 1960s. County Counsel Kristen Campbell said that she has a legal conference on Friday and will work through the details. Mr. Stone said that he wants official confirmation.

Mr. Stone asked if we are purchasing for the City. Sheriff Magill stated that the grant is intended to cover the costs for the City and NORCOR but is issued to only one agency. Mr. Middleton added that if we were purchasing for just the County the cost would be approximately \$1,300.

Vice Chair Hege asked if the grant is still in process or has been awarded. Mr. Middleton responded that we have been awarded the grant.

Sheriff Magill reported that his department will be conducting interviews next Monday and Tuesday.

Commissioner Runyon congratulated Sheriff Magill on his recent awards event. Sheriff Magill noted that Vice Chair Hege and his wife, Betsy, received citizenship awards at that event.

Agenda Item – Grading Petitions/Road Rally

Public Works Director Arthur Smith reported that Rally America has submitted an application for the Oregon Trail Rally to take place on April 22nd; this will be year six. Landowners from the previous years are in agreement. He went on to

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say that the organizers want two new staging areas. He said that last year there was some backlash as the organizers did not follow-through on commitments.

Mr. Smith continued by saying that one of the new staging areas, Fulton Road, has no residents. However, the second requested staging area is on Pleasant Ridge Road and impacts at least eight full-time residents. He stated that he does not support the Pleasant Ridge Road staging area and will likely deny that request.

Commissioner Runyon stated that he believes the Public Works Director should work with citizens for the best outcome. If the organizers bring it to the Board, they will be heard but the Board relies on the judgement of the County Professionals.

Chair Kramer said he does not have a good feeling about the organizers' lack of follow-through. Mr. Smith said he came to the Board to be sure they are aware and are not taken by surprise should the issue come to them individually or as a Board.

Vice Chair Hege asked if the rally itself is going well. Mr. Smith replied that the landowners currently involved still support it on their land.

Mr. Smith reported that over the years, Public Works has received numerous requests for grading of local access roads. Per statute, the County is not required nor does it have the resources to maintain those roads. He said that a citizen called about Dell Road which connects State Road with Hwy 30 and provides sole access to approximately 1,000 acres of public land. He said that he does not want to take a hardline but there are 105 miles of local access roads in Wasco County and he does not have the staff to maintain those.

Mr. Smith went on to say that a portion of Dell Road was at one time a County road and even after it was vacated, a group of landowners had an agreement with the County to add culverts, grade and gravel the road. Allison Smith contacted him and asked if the County could help. He reiterated that the County is not obligated to maintain the road but because of the public lands access it provides, it is different than most of the other local access roads, some of which are no more than glorified driveways.

Mr. Smith explained that 30 years ago, the County accepted grading petitions from landowners to grade roads with a waiver to hold the County harmless. That practice ended when funding began to dry up. He said that Dell Road has 14 residences but with the 1,000 acres of public land accessed by Dell, many

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
FEBRUARY 21, 2018
PAGE 6

other citizens are using it – that is why it is in such poor condition. He said that the County cannot spend dedicated road dollars on local access roads which in effect become orphan properties. He commended Ms. Smith's tenacity, adding that he does not have a clear answer.

Mr. Stone stated that this would be a 180° policy shift and as has been pointed out, the County cannot address this for all public access roads. He said he believes this deserves some additional discussion. He observed that we can accept it as a public road which has its pros and cons; we need to step very carefully.

Ms. Campbell added that she would like some time to do legal due diligence so as to better advise the Board.

Commissioner Runyon stated that this is definitely a work session topic. He asked how the petition process would work, noting that our financial position in Public Works has improved. Mr. Smith replied that he would have to say he cannot take on even one additional mile – that is the hardline. He said that his greatest worry is that increased costs for healthcare and PERS will consume the additional funds coming in from the State. In addition, the price of oil has risen 20%. He also pointed out that the increase from HB 2017 is spread over a 10 year period.

Vice Chair Hege pointed out that even with the \$1 million increase over the next 10 years, it will not fill the hole left by the loss of timber revenue. He stated that he lives in the same kind of rural area with local access roads. He said that the petition is a good place to start as it does delineate some winners and losers and states that the work will only be performed if the personnel and equipment are available. He said that some of the roads we already maintain might not meet the criteria laid out in the petition. He agreed that bringing this to a work session is a good plan.

Ms. Smith stated that she is here to represent the 14 residences. Although she does not live on Dell, she lives on a road only accessed through Dell. She said she would like to see a map of the all the local access roads for comparison. She noted that the residents do not own the road but have tried to keep it in good condition – it is beyond their capacity. Doug Smith added that he has tried to keep up with the road using his own equipment and is not sure if he is even legally permitted to do so. Ms. Campbell stated that once her research is complete, she will draft a memo accessible to all parties.

Ms. Smith asked to be notified when the topic will go to work session.

Agenda Item – Resiliency Grant

Ms. White read the following email from Youth Think Coordinator Debby Jones.

YouthThink had the opportunity to apply for transformation funding through the Columbia Gorge CCO. Through the application process, YouthThink had the vision of expanding its already successful resiliency building efforts throughout the Gorge region and team up with the Hood River County Prevention Department.

The awarded grant funds, \$119,000, extend over a three-year period and will allow YouthThink the opportunity to continue its work of behavioral health promotion as a way to prevent the future negative effects of risky behaviors such as youth substance use and potential addiction.

Funds will be used to support the efforts of the two counties Prevention Coordinators as well as training and materials. We anticipate spending just over \$50,000 the first year of the grant and the remaining funds split up over years 2 and 3. No new county positions are needed for the project and there is no match requirement.

This is the second funding opportunity that YouthThink has received through the Columbia Gorge CCO. YouthThink was awarded a \$20,000 grant in 2014, which assisted in our initial efforts of upstream prevention and behavioral health promotion.

{{{Commissioner Runyon moved to approve the Building Resiliency in the Columbia Gorge Grant Agreement. Vice Chair Hege seconded the motion which passed unanimously.}}}

It was determined that there was not a need for legal updates and not enough time to complete the employee review. Therefore, the executive session was cancelled.

Commission Call

Vice Chair Hege stated that the new plans for the Pine Hollow recreation area are for ODFW to take on the north ramp on a reduced scale and the Marine Board to fund repairs to the south ramp. Both projects will need the support of the County. He said that he has been working to help facilitate the projects and anticipates that they will come to the Board in the near future.

Chair Kramer adjourned the session at 10:31 a.m.

Summary of Actions

MOTIONS

- **To approve Order 18-003 reappointing Lynne Erickson to the Wasco County Planning Commission.**
- **To approve Order 18-004 appointing John Hutchison to the Wasco County Investment Committee.**
- **To appoint Chair Kramer as an alternate to the NORCOR Board of Directors.**
- **To approve the Building Resiliency in the Columbia Gorge Grant Agreement.**

CONSENSUS

- **For Ms. White to apply their electronic signatures to an order of appointment for Chair Kramer as an alternate representative on the NORCOR Board of Directors..**

Wasco County
Board of Commissioners

Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair

Rod L. Runyon, County Commissioner



AGENDA ITEM

BUDGET ADJUSTMENT

[FINANCE DIRECTOR MEMO](#)

[YOUTH SERVICES PERSONNEL BUDGET DETAIL](#)

[RESOLUTION 18-004 INCREASING EXPENSE APPROPRIATIONS AND
DECREASING REVENUE APPROPRIATIONS WITHIN A FUND](#)



511 Washington St., Ste. 207 • The Dalles, OR 97058
p: [541] 506-2770 • f: [541] 506-2771 • www.co.wasco.or.us

Pioneering pathways to prosperity.

Date: 2/14/18

To: Board of Commissioners

CC: Tyler Stone, Administrative Officer
Molly Rogers, Youth Services Director

From: Mike Middleton
Finance Director

Re: Budget Change for Youth Services

The Youth Services Department has been under-budgeted for personnel. This is not due to decisions made, but rather due to the budget process for fiscal year 2018 health insurance, PERS and wages were under-budgeted.

A worksheet is attached detailing the budget shortfall in Personnel for Youth Services. The appropriation needed to correct the budget is \$76,000. Reviewing the worksheet it shows the budget for these line items is less in FY18 than in FY17. This is despite scheduled step, insurance and PERS increases.

The increase in appropriation for Youth Services will need to come from Contingency funds. Currently the General Fund has \$1,281,000 budgeted for contingencies. The proposed change is 14% of the Youth Services Operating Budget which requires a budget hearing according to Oregon Local Budget Law.

Sincerely,

Mike Middleton
Finance Director

Account #	Account Name	1/31/18 balance	Janary amount	Projected 6/30/18 Balance	FY18 Budget	Budget overage/(shortfall)	FY17 Budget
51503	Secretary II	23,643.00	3,399.25	40,639.25	38,904	(1,735.25)	38,301
51505	Juv Court Counselors Assistant	25,688.00	3,669.74	44,036.70	43,455	(581.70)	43,455
51506	Title III Counselor	25,113.00	3,758.78	43,906.90	42,504	(1,402.90)	22,363
51507	Juv Court Counselors	106,508.00	15,215.48	182,585.40	179,688	(2,897.40)	176,327
51602	Overtime	54.00	-	54.00	48	(6.00)	65
51622	Stipend	2,099.63	323.02	3,714.73	-	(3,714.73)	-
51681	Comp/Holiday Bank Cashout	1,847.00	114.40	2,419.00	-	(2,419.00)	-
51701	FICA	16,982.00	2,386.47	28,914.35	19,455	(9,459.35)	27,371
51721	PERS	39,430.00	5,597.33	67,416.65	51,631	(15,785.65)	49,768
51729	Health Insurance	40,899.00	6,570.78	73,752.90	38,723	(35,029.90)	55,637
51730	Dental Insurance	2,561.00	386.61	4,494.05	2,754	(1,740.05)	4,471
51732	Long Term Disability	1,195.00	170.71	2,048.55	1,379	(669.55)	1,603
51733	Life Insurance	110.00	15.75	188.75	108	(80.75)	169
					418,649	(75,522.23)	419,530
	Requested Budget Increase					76,000	
	Total Youth Service Operating Budget					542,723	
	Percentage of Increase					14.0%	



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF INCREASING EXPENSE APPROPRIATIONS AND DECREASING REVENUE APROPRIATIONS WITHIN A FUND

RESOLUTION #18-004

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

IT APPEARING TO THE BOARD: That there are requests for an increase in General Fund – Youth Services (personnel) budget; and

IT FURTHER APPEARING TO THE BOARD: That the planned expenditure General Fund – Youth Services (personnel) exceeds the estimate used for the Adopted Wasco County Budget for Fiscal Year 2017-2018; and

IT FURTHER APPEARING TO THE BOARD: That the General Fund – Contingency has sufficient appropriation to offset the increase of the expense; and

IT FURTHER APPEARING TO THE BOARD: The total of the budgetary adjustment is 14% of the General Fund – Youth Services operations budget.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That \$76,000 in General Fund – Youth Services expense (personnel) increase in the budget is offset by a decrease in the General Fund – Contingency of \$76,000. The fiscal year 2017-18 budget is hereby amended as follows:

Fund	Classification	Increase/Decrease
101	Youth Services (personnel)	\$76,000 Increase
101	Contingency	\$76,000 Decrease

DATED this 7th day of March, 2018.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Steve D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Rod L. Runyon, County Commissioner



AGENDA ITEM

Wasco County EDC Community Enhancement Projects/Commission Appointment

[EDC 2018 COMMUNITY ENHANCEMENT PROJECTS](#)

[EDC APPOINTMENT APPLICATION](#)

[EDC APPOINTMENT RECOMMENDATION](#)

[ORDER 18-006 APPOINTING TO KEITH NANTZ TO THE ECONOMIC
DEVELOPMENT COMMISSION, POSITION #7](#)

WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION

515 East Second Street The Dalles, OR 97058 ♦ 541-296-2266

To: Wasco County Board of Commissioners

From: Carrie Pipinich, Wasco County EDC staff

Date: February 28, 2018

Subject: Prioritized 2018 Wasco County Community Enhancement Projects + EDC Committee Focus

Action Requested:

- The Wasco County Economic Development Commission requests input and approval by the Wasco County Board of Commissioners of its prioritized list of 2018 Wasco County Community Enhancement Projects.
- The EDC also requests input on their 2018 sub-committee formation.

Community Enhancement Projects

The Community Enhancement Projects process provides an opportunity for a formal dialogue with communities and organizations as well as providing a platform to highlight key priorities. This process also allows the EDC to leverage its capacity and mandate for provision of technical assistance to identify and support projects that enhance the economic competitiveness of Wasco County and its communities. Current criteria used include:

- **Address specific economic development challenge or opportunities**—Emphasis on supporting communities in providing adequate infrastructure for developable land, projects that support a vibrant local economy, community sustainability, and economic competitiveness
- **Effectiveness**—The degree to which the project impacts community capacity, the ability to create jobs in Wasco County and if the project addresses long or short term economic development strategy(ies).
- **Community Support:** Community supportive of moving the project forward as shown by commitment of financial and/or human capital.
- **Impact of Inclusion:** Is the project actively seeking funding? Are there regulatory or political challenges that inclusion can support addressing?

These criteria not only allow the EDC to rank projects, but express fundamental priorities and aspects of the EDC's role in the economic development ecosystem in Wasco County.

This year the Wasco County EDC received information regarding 31 community economic development projects from 14 entities located throughout Wasco County. The EDC reviewed [Agora Investment Platform](#) project profiles then individually ranked each project based on the criteria noted above. These scores were compiled and then reviewed by the full EDC at their February 8, 2018 meeting.

The attached Wasco County Community Enhancement Projects list is a result of both individual rankings based on the criteria above and EDC revision after significant discussion at the February meeting. Considerations for revising prioritization included:

- Readiness to proceed in the sense that a high ranking would have impact *this* year over another year as project owners are seeking funding, key technical assistance, or political momentum
- Acknowledging that without adequate infrastructure, economic development in a community is incredibly challenging.
- Discussion of equity across Wasco County to ensure that priorities expressed from across the geography of the county are incorporated and represented in the outcome of this process.

Request: Please review the attached list that includes rankings, and make any revision recommendations before acknowledging the list. After acknowledgement, the list will then be included in MCEDD's process for its update of the Regional Comprehensive Economic Development Strategy and regional prioritization.

2018 Wasco County EDC Committee Formation

In conjunction with the information gathering completed through the Community Enhancement Projects process as well as additional discussion of economic development opportunities and challenges, the EDC identified several key focus areas for its Committees this coming year. These sub-committees provide technical assistance to specific projects or address broader economic opportunities.

During 2016, the EDC structured its committees around a specific place in the County or broader economic development challenges and continued this approach through 2017. However, in 2018 the EDC is interested in developing a committee structure that reflects the types of work the Commissioners and staff engage with rather than taking a place based approach. The intention of this shift is to further encourage sharing of lessons learned across communities and projects as well as better leverage the expertise that the EDC Commissioners bring to their engagement.

The proposed 2018 committees include:

- **Unincorporated Communities:** With several of the unincorporated communities facing challenges around infrastructure maintenance, community facilities and general capacity to move projects forward the EDC proposes forming a committee focused on working with these areas of the County. This would include continued work with Wamic around their water/wastewater infrastructure, and provide additional support in Tygh Valley for exploring paths forward for their fire hall project and engaging regarding their water and septic challenges. Additional opportunities for support and bringing together the districts to share lessons learned or training opportunities will be considered as they arise. With minimal or no staffing in many of these areas, the EDC believes that the hands on engagement can provide significant impact.
- **Small Cities:** There is some overlap in the needs of unincorporated communities and the small cities, but the incorporated communities often have more resources, organization, and capacity than the rural, unincorporated communities and provide different opportunities for engagement that can be provided in a more targeted fashion. This group will continue work in Dufur and Mosier as appropriate opportunities for targeted support are identified but will also engage further in Maupin regarding areas where additional capacity or expertise would move projects or economic development strategies forward. Antelope and Shaniko have staffing levels similar to the unincorporated communities, so

the approach to working with them will likely reflect that capacity. In addition, this committee will explore opportunities for the incorporated communities to leverage collective resources or knowledge to support economic vitality throughout Wasco County.

- **Open for Business Committee:** This committee is focused on gathering information on business climate through surveying and conversations with local business. In addition, they are the committee engaged in conversations around the enterprise zone redesignation and other projects related to expanding opportunity for business growth and development in Wasco County. In addition to this work, developing some technical assistance opportunities to support community efforts around economic development and continue to discuss opportunities for further coordination around economic development activities.
- **Broadband:** The EDC continues to engage around the need for expanded broadband capacity in the rural areas of Wasco County. These efforts will focus on work to support completion of the Maupin Fiber Network and exploring opportunities to support additional connectivity building from this investment as well as other federal resources focused on rural broadband. Once the Maupin Fiber Network is complete, staff will work with community partners to identify and implement opportunities for training and other resources that will ensure the enhanced speeds are leveraged for community and economic vitality.
- **Agriculture:** The EDC continues to be interested in exploring opportunities to engage in support for the agricultural businesses that make up the foundation of the local economy. We will seek to explore if there is an appropriate role for the EDC and determine if this will be a working committee or if there is a more appropriate approach.

The efforts listed will be the focus of our work, but the EDC will continue to be flexible and proactive in working on other priority economic development items for the County as they develop.

Request: Staff request input from the Board of County Commissioners on the above activities the EDC would like to undertake this year and the shift in committee structure underway.

Attachment: 2018 Community Enhancement Projects Proposed Ranking

<i>Rank</i>	<i>Project Sponsor</i>	<i>Project</i>
1	Deschutes Rim Clinic Foundation	<u>Medical Clinic Expansion</u> Deschutes Rim Clinic Foundation has completed their feasibility study, and are moving forward with fundraising efforts to expand the health clinic in Maupin . The Clinic received \$1 million in funding from the Oregon State Legislature for the project and substantial local donations.
2	Wasco County SWCD	<u>Mosier Well Repair</u> This project seeks to repair the co-mingling wells in the area around Mosier. Study of the problem continues as local property owners allow SWCD to scope wells to identify issues. Additionally, in partnership with one of the two largest water users, the SWCD supported boring a new deep well to replace old, comingling well. However, this project came in significantly over budget and the SWCD has used most of the resources they received to address the two largest users for this first attempt.
3	City of Mosier/ Mosier Fire District	<u>Joint Fire Hall/City Hall Development</u> The City of Mosier and the Mosier Fire District areceived \$500,000 for facility as well as the land the site through their negotiations with Union Pacific Railroad. They were also successful in receiving \$500,000 from the Oregon Legislature for the project. This will provide a strong foundation for continued resource development moving forward.
4	City of Maupin/Q-Life Network	<u>Maupin Fiber Network</u> The Maupin Fiber Project will bring gigabit speed internet access to homes and residents throughout the City of Maupin in addition to supporting improved wireless access throughout South Wasco County. With approximately \$900,000 invested or committed into bringing connectivity to Maupin, another \$500,000 is still needed to build out to residents, businesses, and community institutions.
5	City of The Dalles	<u>Dog River Pipeline Upgrade</u> City of The Dalles staff applied for grant funding from Oregon Water Resource Department to help fund the pipeline. The EDC was able to provide a letter of support for the project as well as some support during application development. However, they were not awarded funding by OWRD. The City has continued to move through the permitting process for the project and is still seeking funding.
6	Columbia Gorge Community College	<u>Campus Housing and Workforce Training Skill Center</u> Reginal employers need skilled workers in wide-ranging fields. CGCC will respond through a workforce pipeline program emphasizing short-duration career-tech training with focus on high school to post-secondary transition and the incumbent workforce. Instructional programming will be informed by data, guided by industry, and physically supported by a Skill Center on The Dalles Campus with on-site workforce housing.
7	City of Maupin/ South Wasco County Library	<u>South Wasco County Library and Civic Center</u> The City Council in Maupin made an official decision to pursue the joint building and have purchased a site located next to the park in their downtown core for the development. They made a legislative request in the 2018 Short Session and are continuing to work toward identifying resources to complete this project.

8	Port of The Dalles	<p><u>Gorge Works Regional Internship Program</u></p> <p>Gorge Works is a regional paid internship program in its pilot phase, supported by regional employers seeking skilled workforce, and regional economic development agencies. The Port is seeking \$25,000 to help fund added staffing capacity and marketing initiatives to fully establish the program. They are hoping to prove the value of this program to employers and job seekers over a two-year pilot period.</p>
9	City of Mosier	<p><u>Well #5 Development and Eastside System Upgrades</u></p> <p>The City of Mosier participated in a one-stop meeting with the various water system funding agencies to identify a path for financing this project as well as their Eastside Distribution System Improvements. They are currently working toward an application to USDA RD for funding of these two projects.</p>
10	Dufur School District	<p><u>Solar4Schools Project</u></p> <p>Dufur School District seeks to participate with Bonneville Environmental Foundation (BEF) in implementing the solar4schools program at the main campus in Dufur, OR. Total project cost is estimated to be \$65,000 with \$15,000 in matching funds required. This project will include the installation of a 5 kW Solar PV system at the main campus in Dufur, OR. BEF will provide staff and assistance to provide education, project monitoring, and support to school administration for 10 years. This will provide an opportunity for students in Dufur to gain hands on experience with green technology and renewable energy.</p>

Additional Project Not Ranked:

Dufur School Area Pedestrian Improvements	City of Dufur
Dufur Stormwater Master Plan	City of Dufur
Dufur Transportation System Plan	City of Dufur
Dufur Waste Water System Improvements	City of Dufur
Upgrades to Wells #1 and #2	City of Dufur
Maupin Pedestrian and Cyclist Safety	City of Maupin
3rd Avenue Reconstruction	City of Mosier
Mosier Fire Hall/City Hall	City of Mosier
Mosier Hub (Gorge Hub Trail System)	City of Mosier
Mosier Main Street Streetscape Improvements	City of Mosier
Stormwater Plan	City of Mosier
Water System Enhancement	City of Shaniko
Mill Creek Greenway	City of The Dalles
The Dalles UGB Expansion	City of The Dalles
West 6th Street Widening	City of The Dalles
Civic Auditorium Theatre Restoration	Civic Auditorium
School Facilities Upgrades	Dufur School District
Value-Added Food/Medtech Manufacturing Facility	Port of The Dalles
Cascadia Internet East Route Interconnection	Q-Life
Firehouse	Tygh Valley Fire District
Wamic Water System Improvements	Wamic Water & Sanitary Authority
Waste Water System	Wamic Water & Sanitary Authority
Wasco County Fair Board Strategic Planning	Wasco County Fair Board

WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION INTEREST FORM

The purpose of this form is to assist the Wasco County Economic Development Commission (EDC), Wasco EDC staff, and Wasco County Board of Commissioners in evaluating the qualifications of an applicant for appointment to the Wasco County EDC. This is an unpaid position for a four year period. **Please complete the entire form and return to:**

*Wasco County Economic Development Commission
c/o Mid-Columbia Economic Development District
515 East Second Street, The Dalles, OR 97058
carrie@mcedd.org
For questions call 541-296-2266.*

PERSONAL DATA

Preferred Mailing Address: Home ☐ Business ☒

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

First Name Keith Last Name Nantz

Home Mailing Address [REDACTED]

City Maupin State OR Zip 97037

County Wasco

Business Name Deschutes River Beef

Business Address [REDACTED] Rd

City Maupin State OR Zip 97037

Occupation Beef Production

Home Phone () Business Phone () ext

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

INTEREST IN APPOINTMENT

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

I am interested in serving on the Wasco County Economic Development Commission as the agricultural representative so I can assist in bringing more prosperity to our county and our local communities. With the constant barrage of challenges we face, we must come together and face those challenges with purpose and dedication. From urban development and land use laws, to food production and regulations we must have open dialogue about solutions that will bring forth positive economic impacts to our region. I also believe we need to support our small businesses with education, financial support, and tax relief to ensure they stay a driving force in our local economic engine.

I have been involved in the cattle industry for approximately 12 years now within Oregon. I have served in numerous roles within National and State Cattlemen's Organizations, including National Cattlmen's's Executive Committee, National Young Beef Leaders Chairman, National Young Cattlemen's Committee Chairman,

State Young Cattlemen's Chairman, OCA Public Lands Chairman, NCLA President and currently the Political Action Chairman for OCA. In these roles I have been responsible for financial accountabilities, strategic planning, communications, and leadership. As the owner of Deschutes River Beef, I am responsible for all planning, financials, day to day operations, marketing, and future growth.

ADDITIONAL INFORMATION

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

I am currently researching the possibility of developing a USDA Slaughter plant in the region.

**Completed forms may be returned to: Wasco County Economic Development Commission, c/o MCEDD,
515 East Second Street, The Dalles, OR 97058 or carrie@mcedd.org.
Forms are due by 5 p.m. on Friday, January 26, 2018.**

Memorandum

Date: February 28, 2018
To: Wasco County Board of Commissioners
From: Carrie Pipinich, EDC Coordinator
Re: Position 7

Fred Justesen recently resigned from Position #7 on the Wasco County Economic Development Commission (EDC). His term runs through December of 2018. The EDC requests your consideration for filling this position.

This position is an at-large position with priority consideration placed on applicants representing the agricultural community with a focus on dryland crops and/or cattle. A press release for the position was sent to local media and the EDC conducted direct outreach to solicit potential candidates for the position. The deadline for interest form submission was January 26, 2018.

By the deadline, staff had received one interest form, with expression of interest from Keith Nantz. The EDC reviewed the interest form attached and recommends appointment of Keith Nantz to Position 7 on the Economic Development Commission to fill out the remainder of the current term.

Request

Final appointments are made by the Wasco County Board of Commissioners.

- The EDC recommends appointment of Keith Nantz for Position 7 to fulfill the term through December 31, 2018.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF KEITH NANTZ TO THE WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION, POSITION #7

ORDER #18-006

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

IT APPEARING TO THE BOARD: That a vacancy exists on the Wasco County Economic Development Commission due to the resignation of Fred Justesen; and

IT FURTHER APPEARING TO THE BOARD: That Keith Nantz is willing and is qualified to be appointed to the Wasco County Economic Development Commission and has been recommended for this position by said Commission; and

NOW, THEREFORE, IT IS HEREBY ORDERED: That Keith Nantz be and is hereby reappointed to the Wasco County Economic Development Commission Position #7 to complete the term of Fred Justesen; said term to expire on December 31, 2018.

DATED this 7th day of March, 2018.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Rod L. Runyon, County Commissioner



AGENDA ITEM

Re-designating the Enterprise Zone

[STAFF REPORT](#)

[ECONOMIC DEVELOPMENT COMMISSION MEMO](#)



AGENDA STAFF REPORT

AGENDA LOCATION: Discussion Item

MEETING DATE: November 13, 2017

TO: Honorable Mayor and City Council

FROM: Matthew Klebes, Enterprise Zone Manager

ISSUE: Re-designating The Dalles/Wasco County Enterprise Zone

BACKGROUND: Wasco County and the City of The Dalles sponsor an Oregon Enterprise Zone in The Dalles. The intent of the Enterprise Zone is to induce eligible businesses of all sizes to make additional investments that will improve employment opportunities, spur economic growth, and diversify business activity. Prior to commencing construction/installation, eligible business firms submit an application to the Zone Manager detailing current and future employment, investment to be made, timeline, and other data. Eligible firms include; manufacturers, processors, shippers, and other operations that serves businesses, some types of headquarters and call center operations, data centers, as well as hotels, motels, and resorts. Retail, construction, financial, and certain other activities are explicitly ineligible.

Currently, there are 68 enterprise zones throughout the State of Oregon; 53 rural enterprise zones and 15 urban zones. 135 cities use enterprise zones to create better economic opportunities. Business Oregon is responsible for determining statutory compliance of enterprise zone designations and works with the Department of Revenue of other agencies to provide technical assistance, training, and promotion.

The method Enterprise Zones use to induce investment is by providing tax abatements on qualified property. Such property includes new buildings, additions, equipment and machinery brought in from outside the County. Land, existing property, and minor items of personal property may not qualify.

The Dalles/Wasco County Enterprise Zone has three categories of abatement; Standard, Extended, and Long-Term Abatements.

Standard (3 years):

- Increase full-time, permanent employment of the firm inside the enterprise zone by the greater of one new job or 10 percent.
- No concurrent job losses within more than 30 miles from the zone.
- Maintain mandatory employment levels during the exemption period.
- Enter into a first-source hiring agreement with local job training providers.

Extended (Additional 1 or 2 years to Standard):

- Average annual compensation of new workers must be 130 percent of the county average wage throughout the duration of the agreement.
- In the 4th and 5th year of the abatement the average annual wage must be 100 percent or greater of the county average annual wage.
- A written agreement with local zone sponsor(s) that may include additional requirements that the local zone sponsor(s) may reasonably request. Resolution 17-006 details guidelines established for potential additional requirements

Long Term (7-15 years): Criteria vary based on the Zone

- Total investment costs need to be greater than .5% of the County's total real market value by the end of the year when operations begin.
- Hire 35 new, full-time employees (If investment exceeds 200 million a minimum of 10 new employees may suffice)
- In the 4th and 5th year of the abatement the average annual wage must be 100 percent or greater of the county average annual wage.
- By the fifth year after commencing operations, average annual compensation for all workers at the facility must be at least 150 percent of the county average wage

Since 2013, The Dalles/Wasco County Enterprise Zone has had 14 Enterprise Zone agreements. Currently there are 10 active abatements with 3 abatements completed and one terminated. Combining data from all 13 agreements the following summary points can be determined:

- Minimum of 270 jobs created
- At least 107 of created jobs have average compensation of 130% or more of County average wage
- In 2006 the County average income was \$28,395; in 2017 the County average income is \$36,514. This is a 28.6% increase (Note, these averages use most recent data, for example 2017 figures are based on 2015 data)*
- An estimated \$257,195,577 has been invested in the community
- To date, application fees total \$2,930,000
- To date, fees paid in lieu of taxes total \$4,900,000; if all agreements hold, over a fifteen period, a minimum of \$30,750,000 will be paid.

*Numerous other factors may/may not have influenced this increase.

The Dalles/Wasco County Enterprise Zone Long Term Abatement option will sunset December 31, 2017. The remaining options, and the Zone overall, will sunset on June 30, 2018. After this date no new applications will be accepted under the current Enterprise

Zone. All existing abatements will continue until the end of their abatement period.

The option to re-designate the Enterprise Zone exists if certain criteria are met. Staff has reached out to the Business Incentives Coordinator at Business Oregon and was informed that meeting such criteria *may* be possible. To re-designate the Enterprise Zone we would need to evaluate different factors to determine eligibility. These factors include:

- Unemployment rate
- Income levels
- Population change
- Percentage of persons or families below the federal poverty level
- “The zone sponsor may submit equally severe indicators that substitute for those specified above” In sum, an economic need must be demonstrated. For example, the 2017 Distressed Areas in Oregon lists Wasco County as “distressed”. This indicator, and others, could be used to demonstrate an economic need.

The size, shape, and contiguity of the zone may affect how these indicators are determined by using zone-specific, versus County wide, data.

A broadly summarized overview of the re-designation process includes:

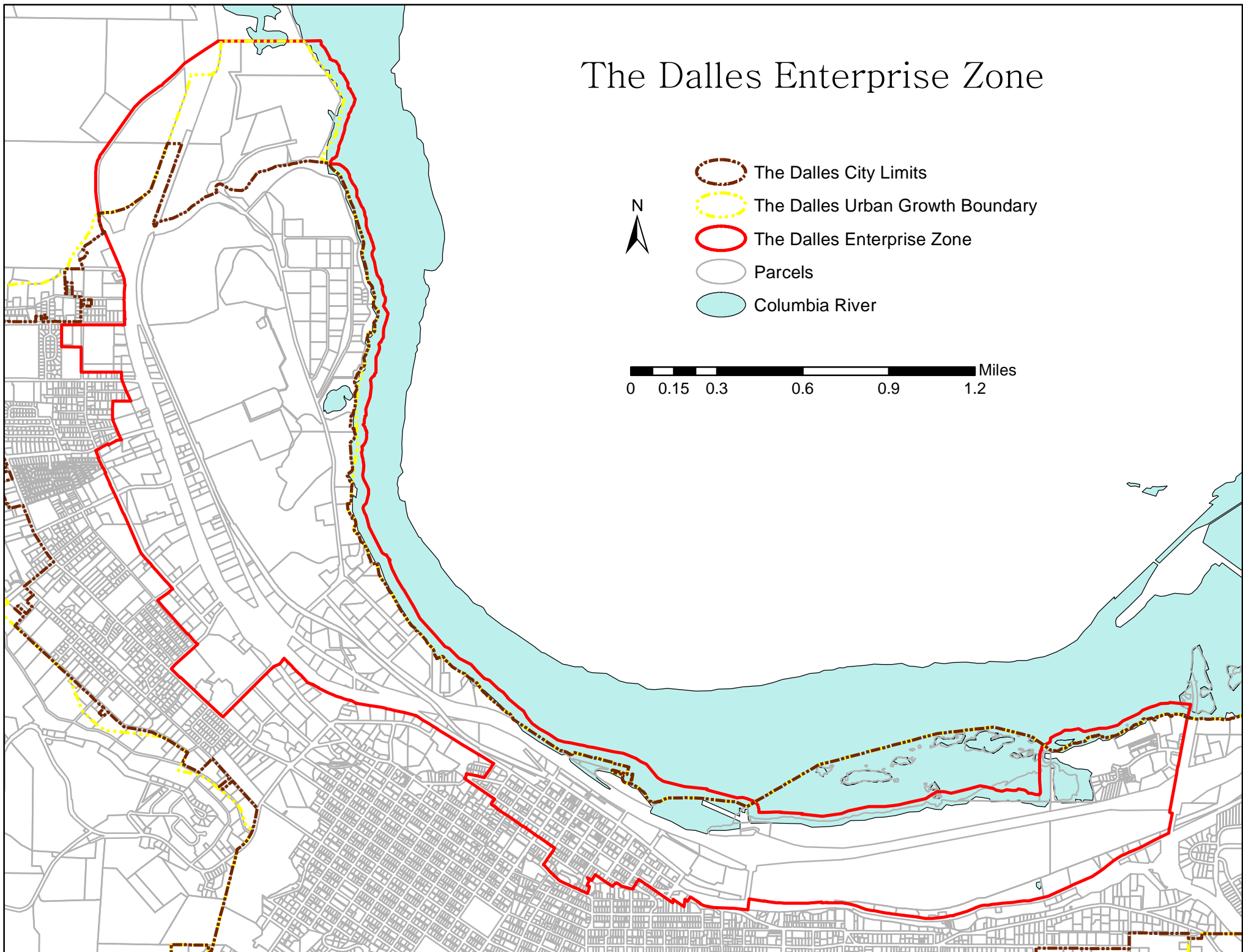
- Begin discussion with current Enterprise Zone sponsors about interest in re-designation
- Notify taxing districts and other partners if re-designation is being considered
- Notify Business Oregon of intent to re-designate after January 1, 2018
- Determine potential zone boundaries, focus areas, and partners
- Initiate research into data for demonstrating local economic hardship
- Hold an informational public meeting; invite partners and taxing districts to participate
- Conduct additional outreach to businesses and community
- Finalize materials, draft resolutions, and hold final meeting taxing districts and community members
- Pass resolutions and sign all necessary paperwork
- Submit to Business Oregon before the current Enterprise Zone terminates June 30, 2018.*

*The effective date of designation is based on the adoption date of the last resolution passed by sponsors. If the last resolution is passed before the current zone sunsets, the effective date for the new zone will be July 1. Enterprise Zone applications can still be received and processed pending a positive designation determination.

Consultation with local taxing districts is a critical part of this process.

Staff desired City Council discussion and feedback regarding interest in re-designating the Enterprise Zone before any substantial effort to determine eligibility was undertaken.

The Dalles Enterprise Zone



WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION

515 East Second Street The Dalles, OR 97058 ▪ 541-296-2266

Date: February 28, 2018
To: **Wasco County Board of Commissioners**
From: **Carrie Pipinich, EDC Staff**
Re: Enterprise Zone Re-designation Discussion

Background

Wasco County and the City of The Dalles sponsor an Enterprise Zone in The Dalles area. The Enterprise Zone program is designed to encourage businesses of all sizes to make new or additional investments that will improve employment opportunities, spur economic growth, and diversify business activity within the communities each zone encompasses.

The Dalles/Wasco County Enterprise Zone's long term abatement component sunset on December 31, 2017 and the overall Zone is set to close on June 30, 2018 if no action is taken.

In December of 2017, staff sought input from both the EDC and County staff regarding opportunities to expand the Enterprise Zone during this upcoming re-designation process to incorporate additional, appropriate areas in the County. The EDC expressed great interest in expanding access to this economic development tool to other areas within Wasco County. As a result, EDC staff has been working with representatives from the Planning Department, Assessor's office, and the City of The Dalles to begin this process.

There are several items attached for background on enterprise zones, the current zone, and the process for redesignation.

1. Agenda Staff Report from Matthew Klebes presented to the City Council on November 13, 2017. This outlines business eligibility as well as the process for accessing the zone, the usage to date, and the re-designation process.
2. Map of current Enterprise Zone Boundaries

Today, the EDC is seeking input from the County Commission on the process for considering these changes with specific focus on areas outside of The Dalles.

Re-Designation Process

City and EDC staff have begun gathering information and engaging with local partners around revisions to the enterprise zone moving forward. City staff is taking the lead within The Dalles and Wasco County EDC staff is leading the effort in the rest of the County.

There are several required steps to undertake as well as proposed outreach that will ensure that the zone is reflective of local priorities moving into the 10 year designation. Next steps include:

- **Boundaries:** Defining proposed new boundaries for the zone through engagement with local stakeholders and County staff. This process is underway with an initial review of industrially and commercially zoned parcels in the County with County, EDC, and City staff as well as outreach to Cities regarding interest in participation. Dufur and Maupin have formally expressed interest in the conversation and outreach to Mosier is underway.
- **Local Input and Process Development:** Meeting with the Cities and County to narrow

proposed parcels to appropriate areas as well as develop processes for administering a zone with participation from additional jurisdictions. This will occur over a series of meetings this spring.

- **Economic Hardship Justification:** Conduct research regarding economic hardship in the proposed zone. There are a variety of economic distress criteria that can be utilized to meet this threshold for eligibility including unemployment rates, income levels, and poverty. In addition to these specific criteria, there are opportunities to make the case using other indicators. Staff from the EDC and the City will work through this process together.
- **Taxing Districts:** Statute requires notification to local taxing districts as well as holding a public meeting when re-designation is being considered. Staff are planning to hold one in The Dalles area as well as one in South Wasco County. Staff from the City and EDC also intends to conduct additional outreach to business and community partners as needed.
- **Adopting Resolutions:** Develop resolutions for adoption by Boards, Councils and Commissions of participating entities with the intent of presenting them for consideration and adoption in May of 2018. These will be drafted working with staff from each of the participating entities as well as those required to provide consent.
- **Submittal to Business Oregon:** Submit re-designation proposal and supporting documents to Business Oregon before the current Enterprise Zone terminates June 30, 2018 if a seamless transition to the re-designated zone is of interest.

Zone Geography

The first step to determine the extent for outreach and begin to develop the economic argument for the zone is to develop a proposed new geography for the zone. The current Enterprise Zone boundaries are focused on The Dalles area (see attached map for reference).

Eligible businesses include manufacturers, processors, shippers and a variety of operations that serve other organizations, as well as call centers and headquarter-type facilities. Hotel/resort businesses are eligible as well. Retail, construction, financial and certain other defined activities are ineligible. There are several areas around Wasco County where eligible business types locate, or are able to locate, with appropriate zoning and services.

EDC Staff has reached out to the Cities of Dufur, Maupin, and Mosier and all have expressed interest in exploring opportunities to participate. In addition, through conversations with County staff the group is also looking at unincorporated areas where inclusion might be appropriate.

There are several limitations in statute regarding the distance across the zone as well as total area eligible for incorporation to consider, but there are opportunities to request exceptions due to challenges with efficiently and effectively managing and promoting small, isolated zones.

Request:

1. Staff requests input from the Board of County Commissioners on the proposed re-designation process.
2. Staff requests input from the Board of County Commissioners regarding areas that could benefit from inclusion in the zone.



AGENDA ITEM

Integrated 3D, LLC Tax Abatement Agreement

[CONSULTATION SUMMARY](#)

[STAFF REPORT](#)

[CITY RESOLUTION](#)

[COUNTY RESOLUTION](#)

[EXTENDED TAX ABATEMENT AGREEMENT](#)

Enterprise Zone
Pre-Authorization Consultation Summary
Integrated 3D, LLC
January 30, 2018

The pre-authorization checklist was reviewed and is attached to this consultation summary. In attendance were; Matthew Klebes, Enterprise Zone Manager; Jill Amery, Wasco County Assessor; Andrea Pool, I3D Controller; Erin Stone, I3D CEO; and Matthew Garrett, Chief Operating Officer from Integrated 3D which is a limited liability company registered in the State of Oregon.

Integrated 3D is a 3-D manufacturing company which has been operating in The Dalles since 2014 as a startup company. Under this Enterprise Zone agreement they intend to implement an expansion of their operation, investing roughly 6 million dollars and creating an additional 2 jobs. The expansion will be in the existing footprint of their operations and is currently in progress. This expansion includes the purchase of various equipment needed for 3D metallurgic additive manufacturing with a focus on Direct Metal Laser Melting (DMLM). This expansion will allow I3D to meet the needs of aerospace and firearm industries as well as assist in obtaining a AS9100D certification.

On December 18, 2017, Integrated 3D, LLC submitted an Oregon Enterprise Zone Authorization Application for an extended abatement of 5 years. Applicant is aware that with the development set for completion in early 2019 the first year of the abatement will be claimed in 2020 and continuing for the next 5 years if requirements are met. Applicant is also aware of the 130% annual *compensation* requirement and has affirmed that they will be able to meet this requirement. Applicant is also aware of the 100% annual *wage* requirement and affirmed that they will be able to meet this requirement.

For the Extended abatement, in years 4 and 5, the applicant is agreeable to the, "Tax Savings and Cash Contribution" table detailed in Resolution No. 17-026 and will submit a cash contribution accordingly. Applicant expressed interest in possibly amending the cash contribution agreement if a community in-kind partnership of comparable value can be established and agreed to by the City of The Dalles and Wasco County.

The applicant has an existing Enterprise Zone Extended agreement that is entering its 4th year. As part of this agreement, they will be providing "sweat equity" services to local school system and community college in the form of classes, open houses, instruction, and/or 3D printing services in 2018/19. Representatives from the local school system and college have been connected with I3D to plan and execute these services. I3D has already been providing community services such as supporting the local robotics competition and the Gorge Technical Alliance.

Existing equipment under the current enterprise zone agreement is NOT a part of I3D's application for their expansion project. Existing equipment will only be eligible for the remaining 2 years of abatement if requirements are met. Only equipment under this expansion project will be eligible for 5 years of abatement if requirements are met.

Authorization Approval will be signed pending approval from the City of The Dalles City Council and Wasco County Board of Commissioners.

Matthew B. Klebes, Enterprise Zone Manager



AGENDA STAFF REPORT

AGENDA LOCATION: Action Item

MEETING DATE: February 26, 2018

TO: Honorable Mayor and City Council

FROM: Matthew Klebes, Enterprise Zone Manager

ISSUE: Resolution 18-005 Approving an Enterprise Zone Tax Abatement Agreement Between The Sponsors Of The Dalles/Wasco County Enterprise Zone And Integrated 3D, LLC

BACKGROUND: Wasco County and the City of The Dalles sponsor an Oregon Enterprise Zone in The Dalles. One of the tools available to an enterprise zone is to enter into an Extended Abatement (4-5 year) property tax exemption agreement with businesses that meet certain minimum and negotiated criteria. Minimum criteria include number of new hires, average compensation, and average wage.

Integrated 3D, LLC (I3D) has applied for an Extended Enterprise Zone Agreement for 5 years. The company intends to invest roughly 6 million under a Capital Expansion Plan to add various pieces of equipment needed for 3D metallurgic additive manufacturing with a focus on Direct Metal Laser Melting (DMLM). This expansion will allow I3D to meet the needs of aerospace and firearm industries as well as assist in obtaining a AS9100D certification validating I3D's qualifications to build parts for governmental space programs. Under this expansion plan and additional 2 jobs will be created. Integrated 3D, LLC currently has one active extended abatement agreement that began in 2015 and will end 2019.

Representatives from I3D have met with staff to craft the agreement and resolution presented below incorporating guidelines from Resolution 17-026.

Under new legislative rules that went into effect October 6, 2017, key provisions of the agreement include; an increase in permanent employment by the greater of one new job or 10%; average annual compensation of 1.3 times the County average annual wage throughout the abatement; average annual wage that must be 100% or greater of the county average annual wage in the 4th and 5th year of the abatement; and a cash

contribution to the zone sponsors in the 4th and 5th year of their abatement. This cash contribution will be computed as a percentage of the tax savings the applicant receives following the chart established under Resolution No. 17-026.

The data source used to set the annual wage is the Employment and Wages by Industry (QCEW), from the Oregon Employment Department. The most recent data sets the annual wage at \$38,024.00. Annual compensation of 130% is \$49,431.00.

Integrated 3D opened in 2013 and is a 3D metal manufacturer which utilizes Direct Metal Laser Sintering (DMLS) machines to produce specialized parts. I3D clients are from various industries including aerospace, medical, firearm, medical, recreational, energy, and automotive.

BUDGET IMPLICATIONS: There are no budget impacts as this investment and resulting taxes were not budgeted for. The applicant will receive a tax abatement and will pay a cash contribution dependent on the final amount of taxes saved.

COUNCIL ALTERNATIVES:

1. *Staff recommendation: Move to adopt Resolution No. 18-005 approving an Extended Enterprise Zone Tax abatement agreement between the sponsors of The Dalles/Wasco County Enterprise Zone and Integrated 3D, LLC.*
2. Modify the proposed agreement and direct staff to bring such modifications to the applicant to continue negotiations and bring back to Council.
3. Decline to adopt the resolution at this time.

Resolution No. 18-005

**A RESOLUTION APPROVING AN ENTERPRISE ZONE TAX ABATEMENT
AGREEMENT BETWEEN THE SPONSORS OF
THE DALLES/WASCO COUNTY ENTERPRISE ZONE AND INTEGRATED 3D, LLC**

WHEREAS, The Oregon Legislative Assembly has adopted provisions of ORS 285C.050.to 285C.250 to provide tax incentives to certified business firms that invest in a qualifying facility located within a non-urban enterprise zone in a county with chronically low income or chronic unemployment; and

WHEREAS, the City of The Dalles and Wasco County jointly sponsor a non-urban enterprise zone known as The Dalles/Wasco County Enterprise Zone; and

WHEREAS, Integrated 3D, LLC. proposes to make investments to construct a hotel located on real property inside The Dalles/Wasco County Enterprise Zone, which will increase full-time, permanent employment of the firm inside the Enterprise Zone by the greater of one new job or 10%, provide employment compensation on average at a rate of at least 1.3 times that of the County average annual wage by the first year of the abatement, and provide an annual average wage that is 100% or greater of the county average annual wage in the fourth and fifth year of the abatement; and

WHEREAS, to facilitate the investment in such a facility by Integrated 3D, LLC within The Dalles/Wasco County Enterprise Zone, it is necessary for a written agreement between Integrated 3D, LLC and the City of The Dalles and Wasco County to be executed, and for the governing bodies of the City and County to adopt a resolution approving the property tax exemption for Integrated 3D, LLC; and

WHEREAS, The City Council has reviewed the terms of the proposed Enterprise Zone Tax Abatement Agreement between the City of The Dalles, Wasco County, and Integrated 3D, LLC, and the City Council finds that approval of the Agreement is in the best interests of the citizens of The Dalles; and

WHEREAS, Resolution No. 17-026 established a general policy for any future “extended abatement” agreements with similar businesses that meet the qualifications for the tax exemption of the fourth and fifth years:

“In the fourth and fifth calendar years of the extended abatement period and prior to December 31 of those fourth and fifth years, a qualifying firm shall contribute to the Zone Sponsors a cash contribution calculated from the table below, which shall be split equally between the Zone Sponsors. The cash contributions will be used by the Zone Sponsors to support public infrastructure, economic development, and/or public services.”

	Year 4 of Abatement	Year 5 of Abatement
Cash Contribution Owed	50% of tax savings	75% of tax savings

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF THE DALLES
RESOLVES AS FOLLOWS:**

Section 1. Agreement Approved. The City Council hereby approves an Enterprise Zone Tax Abatement Agreement between the City of The Dalles, Wasco County, and Integrated 3D, LLC. The Mayor is authorized to execute the agreement on behalf of the City.

Section 2. Effective Date. This Resolution shall be considered effective as of February 26, 2018

PASSED AND ADOPTED THIS 26th DAY OF FEBRUARY, 2018

Voting Yes, Councilors: _____

Voting No, Councilors: _____

Absent, Councilors: _____

Abstaining, Councilors: _____

AND APPROVED BY THE MAYOR THIS 26th DAY OF FEBRUARY, 2018

SIGNED:

ATTEST:

Stephen E. Lawrence, Mayor

Izetta Grossman, City Clerk



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF APPROVING AN ENTERPRISE ZONE TAX ABATEMENT AGREEMENT BETWEEN THE SPONSORS OF THE DALLES/WASCO COUNTY ENTERPRISE ZONE AND INTEGRATED 3D, LLC

RESOLUTION #18-005

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

WHEREAS: The Oregon Legislative Assembly has adopted provisions of ORS 285C.050 to 285C.250 to provide tax incentives to certified business firms that invest in a qualifying facility located within a non-urban enterprise zone in a county with chronically low income or chronic unemployment; and

WHEREAS: the City of The Dalles and Wasco County jointly sponsor a non-urban enterprise zone known as The Dalles/Wasco County Enterprise Zone; and

WHEREAS: Integrated 3D, LLC, proposes to make investments to construct a hotel located on real property inside The Dalles/Wasco County Enterprise Zone, which will increase full-time, permanent employment of the firm inside the Enterprise Zone by the greater of on new job or 10%, provide employment compensation on average at a rate of at least 1.3 times that of the County average annual wage by the first year of the abatement and provide an annual average wage that is 100% or greater of the county average annual wage in the fourth and fifth year of the abatement; and

WHEREAS: to facilitate the investment in such a facility by Integrated 3D, LLC within The Dalles/Wasco County Enterprise Zone, it is necessary for a written agreement between Integrated 3D, LLC and the City of The Dalles and Wasco County to be executed, and for the governing bodies of the City and County to adopt a resolution approving the property tax exemption for Integrated 3D, LLC; and

WHEREAS, County Resolution 17-013/City Resolution 17-026 established a general policy for any future “extended abatement” agreements with similar businesses that meet the qualifications for the tax exemption of the fourth and fifth years

“In the fourth and fifth calendar years of the extended abatement period and prior to December 31 of those fourth and fifth years, a qualifying firm shall contribute to the Zone Sponsors a cash contribution calculated from the table below, which shall be split equally between the Zone Sponsors. The cash contributions will be used by the Zone Sponsors to support public infrastructure, economic development, and/or public services.”

	Year 4 of Abatement	Year 5 of Abatement
Cash Contribution Owed	50% of tax savings	75% of tax savings

NOW, THEREFORE, THE WASCO COUNTY BOARD OF COMMISSIONERS HEREBY RESOLVES AS FOLLOWS:

Section 1 Agreement Approved. The Wasco County Board of Commissioners hereby approves an Enterprise Zone Tax Abatement Agreement between the City of The Dalles, Wasco County and Integrated 3D, LLC.

Section 2 Effective Date. This Resolution shall be considered effective as of February 26, 2018.

DATED this 7th day of March, 2018.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Steve D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Rod L. Runyon, County Commissioner

THE DALLES/WASCO COUNTY ENTERPRISE ZONE

EXTENDED ABATEMENT AGREEMENT

With
INTEGRATED 3D, LLC

**WRITTEN AGREEMENT WITH THE SPONSORS OF THE DALLES/WASCO
COUNTY ENTERPRISE ZONE AND INTEGRATED 3D, LLC TO EXTEND
PROPERTY TAX EXEMPTION TO FIVE (5) CONSECUTIVE YEARS IN
TOTAL FOR CAPITAL INVESTMENT AND JOB CREATION.**

The sponsors of The Dalles/Wasco County Enterprise Zone comprised of the governing bodies of the City of The Dalles and Wasco County, Oregon, hereinafter the “Zone Sponsors”, and Integrated 3D, LLC hereinafter the “Firm” do hereby enter into the Integrated 3D, LLC, Extended Abatement Agreement, hereinafter the “Agreement”; which Agreement extends the period of time in which the Firm shall receive an exemption on its proposed investments in qualified property in The Dalles/Wasco County Enterprise Zone contingent on certain special requirements, under ORS 285C.160.

The Zone Sponsors and Firm jointly acknowledge that, subject to the approval of the application for authorization submitted on August 15, 2017, and the satisfaction of other requirements under ORS 285C.050 to 285C.250, the Firm is eligible for three years of complete exemption on its qualified property; that nothing in this Agreement shall modify or infringe on this three-year exemption or the requirements thereof; and that this Agreement becomes null and void if the Firm does not qualify for the three years of the exemption.

The Zone Sponsors extend the Firm’s property tax exemption an additional two (2) years on all property that initially qualifies in The Dalles/Wasco County Enterprise Zone in the assessment year beginning immediately after the third year of the standard abatement, and thereby sets a total period of exemption of five (5) consecutive years during which statutory requirements for the standard three-year enterprise zone exemption must also be satisfied and maintained.

CONFIRMATION OF STATUTORY PROVISIONS

In order to receive the additional two (2) years of enterprise zone exemption granted herein, the Firm agrees herewith under 285C. 160(3)(a)(A) that for each year of the entire five-year exemption period, all of the Firm’s new employees shall receive an average level of compensation equal to or greater than 130 percent of the county average annual wage, in accordance with the specific definitions and guidelines in Oregon Administrative Rules (OAR) Chapter 123, Division 674 (123-674-0600), which provides that:

1. Such compensation may include non-mandatory benefits that can be monetized; and

2. The county average annual wage is set at the time of authorization, except as pursuant to ORS 285C.160(4), according to the Employment and Wages by Industry (QCEW), Oregon Employment Department, 2016 average annual wage by County; the average wage for Wasco County is \$38,024.00, of which 130 percent equals \$49,431.00; and

3. Only employees working at jobs filled for the first time after the application for authorization but by December 31st of the first full year of the initial exemption and performed within the current boundaries of The Dalles/Wasco County Enterprise Zone are counted; and

4. Only full time, year-round and non-temporary employees engaged a majority of their time in the Firm's eligible operations consistent with ORS 285C.135 & 285C.200(3) are counted, regardless if such employees are leased, contracted for or otherwise obtained through an external agency or are employed directly by the Firm.

Furthermore, in order to receive the additional two (2) years of enterprise zone exemption granted herein, the Firm agrees that all of the Firm's new employees shall receive an average annual wage that is 100% or higher than the County average annual wage in the fourth and fifth years of the abatement.

LOCAL ADDITIONAL REQUIREMENTS

For the Firm to receive the additional two (2) years of enterprise zone exemption granted herein, the Zone Sponsors and the Firm agree that the Firm shall do the following, in addition to statutory requirements, as reasonably requested by the Zone Sponsors under ORS 285C.160(3)(a)(B);

In the fourth and fifth calendar years of the extended abatement period and prior to December 31st of those fourth and fifth years, a qualifying firm shall contribute to the Zone Sponsors a cash contribution calculated from the table below, which shall be split equally between the Zone Sponsors. The cash contributions will be used by the Zone Sponsors to support public infrastructure, economic development, and/or public services.

	Year 4 of Abatement	Year 5 of Abatement
Cash Contribution Owed	50% of tax savings	75% of tax savings

The Zone Sponsors agree to review proposals put forth by the Firm that would provide, "sweat equity" services, products, or other proposals that would provide equivalent value as the cash contribution the Firm would normally pay. The Firm agrees to put forth any such proposal six (6) months before the end of the third exemption year.

The Zone Sponsors reserve the right to reject any such proposals and any such rejection does not exempt the Firm from the cash contribution requirement per the table above as agreed upon.

ACCEPTING FOR THE SPONSORS

City of The Dalles
Stephen E. Lawrence, Mayor

Signature Dated, _____, 2018

Wasco County Commission
Rod Runyon, Commission Chair

Signature Dated, _____, 2018

ACCEPTING FOR INTEGRATED 3D, LLC

Integrated 3D, LLC

_____, _____
(Name) (Position)

Signature Dated, _____, 2018



AGENDA ITEM

BLUE ZONES UPDATE

[THE DALLES HIGHLIGHTS](#)

[STRATEGIES AND MEASUREMENTS](#)

[PRESENTATION](#)

Blue Zones Project – The Dalles Highlights through February 14, 2018

STAFF

4 FTE staff people working in The Dalles

- Leti Valle, Community Program Manager: Built Environment, Food, Tobacco & Smoking and Spanish Engagement Lead
- Brett Ratchford, Organization Lead: Worksite, Restaurant & Grocery and Faith-Based Organizations
- Dillon Melady, Project Manager: Schools, Built Environment, Food, Tobacco Policy
- Taylor Smith, Engagement Lead: Individual Engagement, Social Media, Purpose Workshops, Moais

PEOPLE (community members)

Steering Committee: 18 individuals

Committees: 79 of people participating in committees

EVENTS/ACTIVITIES

- Healthier Together Event – Stakeholder appreciation: December 8, 2017
 - 80 participants, 34 leadership pledges
 - Simultaneous interpretation from English to Spanish (first time for Michael Acker – BZ, LLC)
- Community Kick-Off – New Year, New You: January 19, 2018
 - 350 adults
 - 184 personal pledges
 - Simultaneous interpretation from English to Spanish (first time for Nick Buettner – BZ, LLC)
- Purpose Workshop: February 6, 2018
 - 49 participants
- Individual Engagement: Goal is to engage with at least 15% of population ages 15+
 - $462/1,639 = 28\%$
 - 79 active volunteers in Sector Committees and 5 Moai Leaders Training
- Media:
 - Facebook: 485 likes, 514 followers
 - Radio: Bi-coastal Media, Radio Tierra, KODL, Haystack Media
 - Print: The Chronicle, Ruralite Magazine, Travel Oregon
- Moais:
 - Trained leaders: 14
 - Walking: March 13, 2018
 - Pot Luck: March 20, 2018
 - Purpose Workshops: March 2018 - English & Spanish

PLACES/PARTNERS

- Organizations: 8 registered – working on BZP approval
- Grocery Stores: 1 registered – Grocery Outlet Check Out Lane by mid-March, early April 2018
- Corner store: La Michoacana will feature Blue Zones Lunch Special – March 2018
- Presented Blue Zones Story to 17 organizations
- The Dalles Library Community Reads Book – Spring 2018: The Blue Zones
- The Dalles Area Chamber of Commerce Ambassadors since December 2017

POLICY

- The Dalles Blueprint: January 12, 2018 – alignment with QIM's (see attached)
- The only BZ project to intentionally align its Blueprint with the CHA/CHIP

MARQUEE PROJECTS

- 1) Dry Hollow Elementary School Traffic Calming Project – Short-term (10 months)
 - Dan Burden, Director of Inspiration and Innovation: 3 visits to The Dalles
 - Pick up/Drop Off already changed to pilot suggestions from Dan Burden
- 2) Mill Creek Connector Trail Phase – Long-term 1 (2 years)
 - Secured \$75,000 from Urban Renewal Agency for engineering drawings
 - NW Parks & Rec are actively and enthusiastically pursuing this project
- 3) The Dalles Riverfront Connector Trail (First Street Scaping) – Long-term (10 months – 10 years)

RIPPLE EFFECTS

~ Hood River Valley Residents Committee built partnership with Hood River School District and City of Hood River to bring Dan Burden to Hood River to address built environment and safe routes to schools. They have implementation commitments from School District and City and are seeking funding to cover Dan Burden's fees.

~ Blue Zones staff are actively engaged in existing community projects such as the Pediatric Obesity Workgroup and the Food Security Coalition, to provide information about BZ efforts and learn about specific projects that go beyond just The Dalles.

THE DALLES BLUEPRINT OVERLAP WITH THE CHIP

One-page Overview of the three selected Drivers and Measures

Blue = specific strategies and/or measures of Blue Zones work

Action Area 1: MAKING HEALTH A SHARED VALUE	
<p>★ 1.2 SENSE OF COMMUNITY</p> <p>Page 8</p>	<p>Sense of community - Percentage of population that feel people in their community are willing to help, can be trusted, and that feel safe in their community</p> <p>Increase % of people who feel they can trust other people</p> <p>Increase in community engagement and individual's sense of purpose</p> <p>Increase # of people volunteering in community</p> <p>Social support – 1) Percentage of people that think they have someone available to: love them and make them feel wanted, give good advice about a crisis, confide in or talk to about problems, and help if they were confined to a bed.</p> <p># of Moais (Purpose, Potluck, or Walking)</p> <p>Increase % of people who report they have people to give them good advice</p> <p>Develop/launch Purpose Workshops</p> <p>2) The percentage of caregivers who feel they have adequate support.</p> <p>Effective referrals - Percentage of cross-organization referrals based on service type and frequency of closed-loop referrals.</p>
Action Area 3: CREATING HEALTHIER, MORE EQUITABLE COMMUNITIES	
<p>★ 3.1 BUILT ENVIRONMENT/ PHYSICAL CONDITIONS</p> <p>Page 10</p>	<p>Housing affordability – 1) Percentage of families that are housing burdened or paying more than 50% of their income on housing. 2) Percentage of households feeling at risk of losing housing.</p> <p>Support 2017 Wasco Co. Housing Strategy recommendations, incl. land vacancy, buildable inventory, comprehensive plan, economic develop report</p> <p>Access to healthy foods –</p> <p>Goal: create resilient food environment in The Dalles where healthy and local foods are available, accessible and embraced by all.</p> <p>1) Percentage of population that had to go without food.</p> <p>Support new food pantry</p> <p>Increase food security (many strategies)</p> <p>2) Percentage of population having 2 or more servings of fruits or vegetables per day</p> <p>Increase consumption of nutritious foods (strategies for workplace, schools, restaurants, and other events)</p> <p>Increase % of people who eat 5+ servings of fruits/veggies each week</p> <p>Youth safety – 1) Percentage of people feeling that Adults watch out for children.</p> <p>2) Percentage of students not attending school because they do not feel safe.</p> <p>Support/pursue Safe Routes to Schools</p> <p>Develop Walking School Bus</p> <p>3) Percentage of teens report being bullied</p> <p>Increase sense of safety by reducing bullying rates</p> <p>Equity in physical activity opportunities - Obesity rates across elementary schools</p> <p>Support equitable access to physical activity for low-income families</p> <p>Increase # of students participating in walk-to-school programs</p> <p>Reduce BMI in elementary students</p> <p>Mobility and transportation – 1) Percentage having transportation as a barrier</p> <p>2) Percentage going without healthcare due to transportation</p>
Action Area 4: STRENGTHENING INTEGRATION OF HEALTH SERVICES AND SYSTEMS	

<p>★ 4.1 ACCESS</p> <p>Page 14</p>	<p>Access to comprehensive primary care - Percentage of the overall population that state they had a primary care visit and got all the services they needed.</p> <p>Access to stable health insurance - Percentage of population with stable health insurance for 12 months</p> <p>Access to mental health services - Percentage of population who needed mental health services and got all the care the needed.</p> <p>Routine dental care - Percentage of the overall population that state they had a dental care visit and got all the services they needed.</p> <p>Collaboration on information sharing – 1) Rate of care coordination for shared patients 2) Rate of repeated assessments due to lack of information sharing</p>
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QUALITY INCENTIVE MEASURES

Blue Zones–The Dalles Blueprint also directly addresses two Quality Incentive Measures (QIM):

Cigarette Smoking Prevalence

- ~ Reduce use of tobacco products and e-cigarettes in public areas;
 - Reduce by 1% the number of youth who use tobacco;
 - Reduction of 1% smoking prevalence as measured by CGHC;
 - Increase use of OHA's tobacco Quitline by 10%
- ~ Increase awareness of cessation programs and local prevention resources through schools and worksites;

Childhood Obesity

Although the specific measures of this new QIM have not be made public yet, there can be little doubt that the Blue Zones model will positively impact this need in our community.

- ~ Specific focus on access to healthy food, food policies, and healthier diets,
- ~ Specific focus on emphasis on more physical activity for all ages;

Blue Zones Project Update

The Dalles, OR
March 7, 2018



BLUE ZONES PROJECT®

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Thank you to Cambia Health Foundation and our Local Sponsors...



Oregon State
University



WASTE CONNECTIONS
Connect with the Future

...and residents and
friends of
The Dalles!



- 350 adults
- 184 pledges
- Interpretation: English ↔ Spanish













BUILDING THE COMMITTEES

The true backbone of Blue Zones Project is local leaders with the knowledge, network, and know-how to drive a multisector, community-wide program. These attributes help guide the implementation of the Project approach toward the greatest well-being impact. Committee members and Blue Zones Project staff work together to plan and execute strategies for building awareness, engagement, and advocacy for healthier people, places, and policies.

Steering Committee

- Key civic leaders who are representative of the breadth of the community
- Individuals who have played a key role in getting things done in the community
- Individuals who are geographically representative and possess different areas of expertise

Committee Co-Chairs

- Well-connected, well-organized, and highly motivated civic people
- Individuals who show eagerness and leadership skills to help change the community



Engagement

THE ROLE—Increase general engagement across all sectors. Raise awareness of the various ways individuals and organizations can get involved, including volunteering, participating in purpose workshops, and completing individual pledges.

WHO SHOULD PARTICIPATE

- Community leaders
- Media/public relations professionals
- Volunteer coordinators
- Non-profit leaders and coordinators
- Networkers
- Other business association representatives

PEOPLE



Community Policy

THE ROLE—Steer the work being done at a policy level to improve well-being in the community. Serve as an advisor for tobacco, built environment, and food policy.

WHO SHOULD PARTICIPATE

- Community leaders
- County council members
- Residents
- Managing director
- Public works director
- Planning director
- Department of health

POLICY



Faith & Civic Organizations

THE ROLE—Recruit and help support faith-based and civic organizations to become Blue Zones Project Approved™ by implementing best practices that improve well-being for members.

WHO SHOULD PARTICIPATE

- Faith-based organization leaders
- Active members of faith-based organizations
- Neighborhood board leaders
- Civic organization leaders

PLACES



Restaurants

THE ROLE—Identify and help to recruit restaurants to participate in Blue Zones Project. Support and encourage them throughout the process as they strive to become Blue Zones Project Approved Restaurants.

WHO SHOULD PARTICIPATE

- Restaurateurs (managers, owners, chefs)
- Dietitians/nutritionists
- Customers
- Restaurant employees

PLACES



Grocery Stores

THE ROLE—Identify and help to recruit grocery stores in the community as they work to become Blue Zones Project Approved Grocery Stores.

WHO SHOULD PARTICIPATE

- Grocers (managers, owners, deli managers, etc.)
- Dietitians/nutritionists
- Grocery customers
- Foodies
- Suppliers

PLACES



Schools

THE ROLE—Help coordinate relationships with schools and school districts by becoming a champion for well-being and advocating for changes to school policy.

WHO SHOULD PARTICIPATE

- Wellness council members
- School principals
- Complex area superintendents
- PTA representatives
- Teachers and other school leaders
- School fitness and nutrition professionals

PLACES



Worksite

THE ROLE—Identify and help to recruit local businesses as they work to become Blue Zones Project Approved worksites by making positive changes to the worksite environment.

WHO SHOULD PARTICIPATE

- HR or worksite representatives
- Individuals passionate about worksite wellness
- Chamber of Commerce representatives
- Other business association representatives

PLACES

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Policy Certification Criteria

Built Environment	Implement six of the “Core Blue Zones Project Built-Environment Practices”; implement three short-term policies/projects; and implement one marquee project.
Food Policy	Adopt at least three short-term policies and two long-term policies.
Tobacco Policy	Adopt at least two short-term policies and one long-term policy.







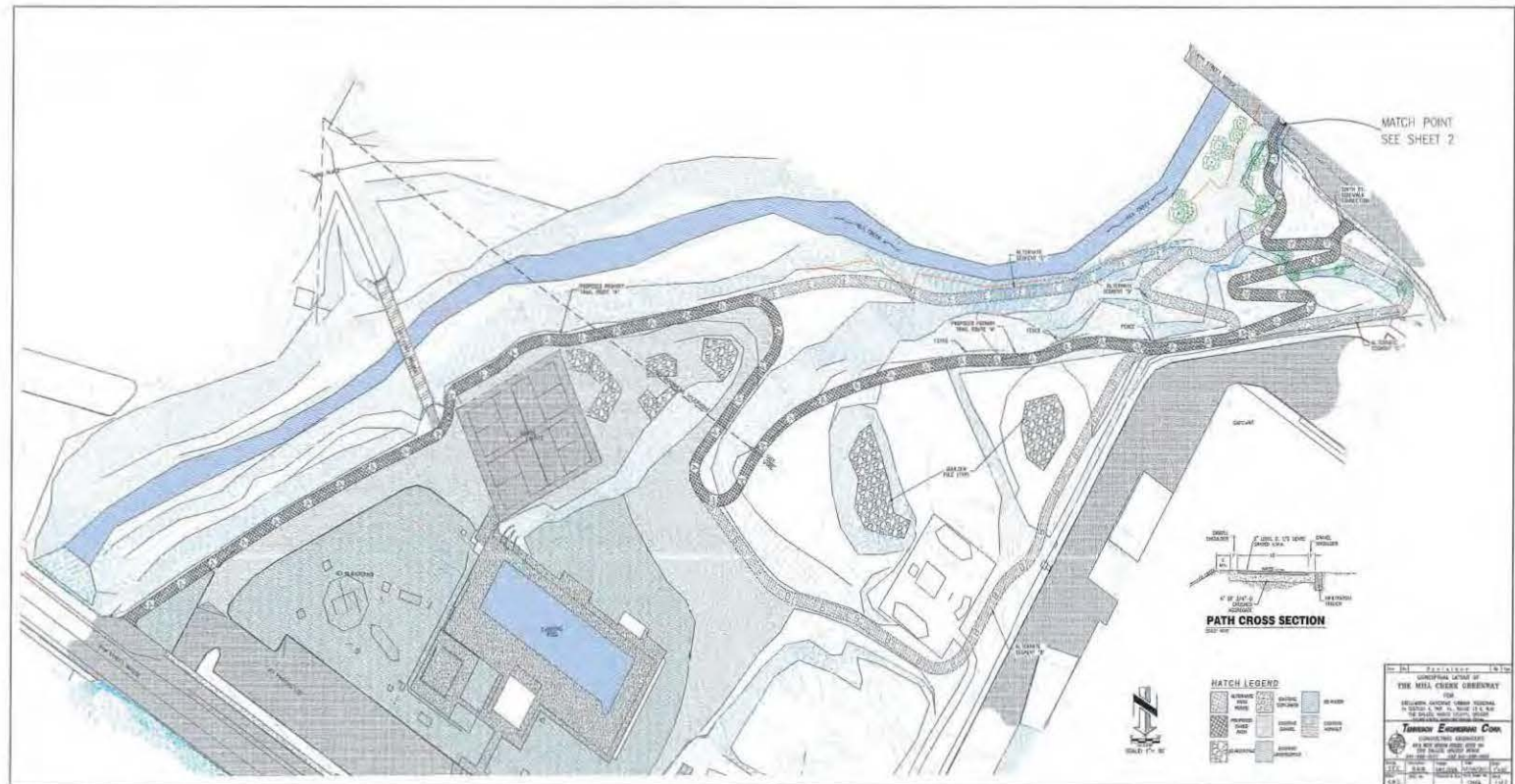


Marquee Projects:

- Mill Creek Connector Trail (2 years)
- The Dalles Riverfront Connector Trail
First Street Scaping (10 months – 10 years)
- Dry Hollow Elementary Traffic Calming Project –
SRTS
(10 months)

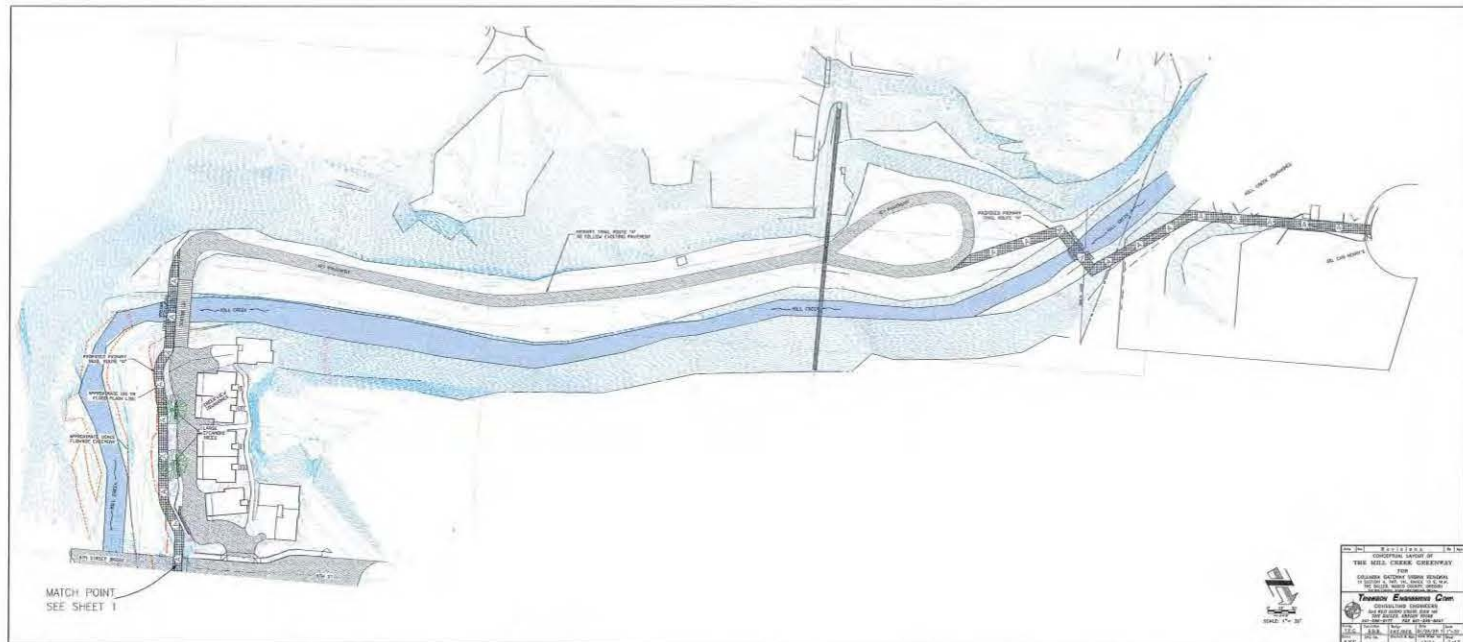


Mill Creek Connector Trail Phase I – Thompson Park

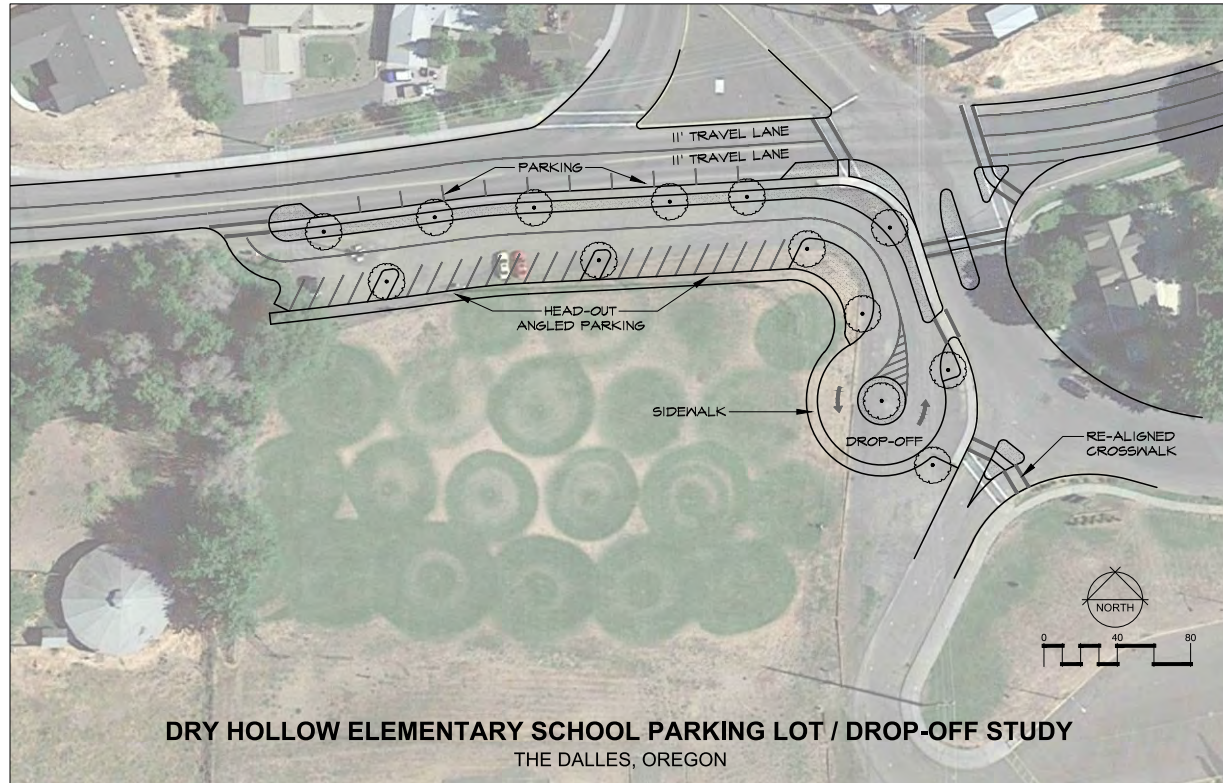


Mill Creek Connector Trail

Phase 2 – 6th Street to Cherry Heights and beyond...



Dry Hollow Elementary School Parking & Drop Off- Pick Up



Thank you

Leticia Valle, Community Program Manager – Leticia.valle@Sharecare.com

Taylor Smith, Engagement Lead – Taylor.smith@Sharecare.com

Dillon Melady, Project Manager – Dillon.melady@Sharecare.com

Brett Ratchford, Organization Lead – Brett.ratchford@Sharecare.com

Blue Zones Project Office

3591 Klindt Drive, Suite 120

The Dalles, OR 97058



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AGENDA ITEM

Executive Session – Pursuant to [ORS 192.660\(2\)\(i\)](#) to review and evaluate the job performance of a public employee

[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO AGENDA](#)



AGENDA ITEM

MCCFL Mental Health Clinic Construction Project Bid Opening

[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO AGENDA](#)



BOARD OF COUNTY COMMISSIONERS

511 Washington St, Ste. 101 • The Dalles, OR 97058
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Pioneering pathways to prosperity.

Oregon State Marine Board
435 Commercial St. NE., Ste 400
Salem, OR 97301

March 7, 2018

RE: Support for South Wasco Park & Recreation District's Boating Facility Grant

Dear Marine Board Members:

We write this letter in support of the boating facility grant application by the South Wasco Park & Recreation District for the Pine Hollow Reservoir South Boat Ramp. As you know, this is an important and well used body of water. Providing boating access to this body of water is challenging, if not impossible, without the subject boat ramp.

Wasco County and our citizens have worked long and hard over the last couple years to put in place the necessary structure that will allow the south boat ramp to be repaired and to ensure that the entity responsible for it is *local* and *engaged* in that area of our county. The formation of the new park and recreation district was essential to ensure this development is successful.

We have witnessed our citizens in the south part of our county do amazing work with other management of service districts and are expecting the South Wasco Park & Recreation District to continue that history of success. While the District is young, it has a very capable group of board members and citizens that will ensure the success of recreation in the south part of our county, including this boat ramp.

Wasco county is willing to, with reasonable indemnification provisions, stand behind the District and guarantee the terms of the proposed IGA that correspond to the maintenance and operation of the boat ramp for a term of ten (10) years from the date of the grant IGA while the District proves their stability and creates a track record of success in the operation, maintenance and management of this facility.

On behalf of all of the citizens of Wasco County and boaters from around the State, thank you for your consideration for funding this important piece of infrastructure for the boating public. We look forward to cooperating with all parties to ensure that this investment is a success for your boaters. We would be happy to answer any questions you might have.

Regards,
Wasco County Board of Commissioners

Steven D. Kramer, Chair

Scott C. Hege, Vice Chair

Rod L. Runyon, County Commissioner



ADMINISTRATIVE SERVICES

511 Washington St., Ste. 101 • The Dalles, OR 97058
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Pioneering pathways to prosperity.

March 7, 2018

Kevin Herkamp
Fish Restoration and Enhancement Program &
Salmon-Trout Enhancement Program Coordinator
Oregon Department of Fish and Wildlife
4034 Fairview Industrial Drive DE
Salem, OR 97302

Re: South Wasco Park & Recreation District Grant Application

Wasco County enthusiastically supports South Wasco Park & Recreation District's grant application to repair the north boat ramp at Pine Hollow Reservoir. As a non-taxing district, grant funding is crucial to SWPRD's efforts in support of safe fishing and recreational activities on the reservoir, which in turn provide a critical economic boost in rural South Wasco County.

Pine Hollow Reservoir, serving as an irrigation reservoir for local agriculture, is also a popular recreational site. Thousands visit Pine Hollow every year; it is *38 out of 199 Oregon bodies of water* in boating-use days. The closure of the north boat ramp has placed tremendous stress on the south boat ramp at this high-use area. Additionally, visitor traffic from those who stay at the north boat ramp area and drive to the south ramp to launch their boats creates tension for residents along the route; removal of the north boat ramp would not provide a solution.

Pine Hollow Reservoir is a key asset in South Wasco County that supports a sustainable economy and improved living standards in this rural area of Wasco County. Community leaders and partner organizations, including Wasco County, South Wasco Alliance and Badger Irrigation District, have invested resources to find a solution at Pine Hollow. A 2015/2016 survey regarding the management of recreation in South Wasco County revealed overwhelming local support for the formation the non-taxing recreation district with the repair of the north boat ramp at Pine Hollow as its first major project. Wasco County has deeded County land to the District to support their efforts to replace the north ramp at Pine Hollow Reservoir. Should Fish and Wildlife approve funding, the County will work with SWPRD for necessary right-of-ways to complete the project.

Thank you for your time and thoughtfulness as you consider the SWPRD grant application; ODFW funding is critical to their success on behalf of the community and its visitors.

Sincerely,
Wasco County Board of Commissioners

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Rod L. Runyon, County Commissioner

