

**WASCO COUNTY BOARD OF COMMISSIONERS**  
**REGULAR SESSION / AGENDA WEDNESDAY, AUGUST 16, 2017**  
**LOCATION: Wasco County Courthouse, Room #302**  
**511 Washington Street, The Dalles, OR 97058**

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

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

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

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

9:00 a.m.

**CALL TO ORDER**

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

- Corrections or Additions to the Agenda
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda: [JCP Contract Renewal](#); [Tooley Terrace Lien Satisfaction](#); [VOCA Application](#); [BOPTA Appointment](#))
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.): [Annual Publication Agreement](#); [Reappointment](#); [8.2.2017 Regular Session Minutes](#)

9:30 a.m.      [Property Sales](#) – Jill Amery

9:45 a.m.      [Community Corrections Contract Renewals](#) – Fritz Osborne

9:55 a.m.      [Vacation Policy](#) – Arthur Smith

10:05 a.m.      [Wellness Policy](#) – Wellness Committee

10:15 a.m.      [Gorge Commission Plan Update Progress Report](#) – Krystyna Wolniakowski/Jessica Grant

11:00 a.m.      [Executive Session](#) – Pursuant to ORS 192.660(2)(h) - Conferring with Legal Counsel regarding litigation

Break

5:30 p.m.      [Mosier Town Hall](#) (Mosier Senior Center, 500 E. 2<sup>nd</sup> Ave, Mosier, Oregon)

**COMMISSION CALL**  
**NEW/OLD BUSINESS**  
**ADJOURN**

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



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
AUGUST 16, 2017

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

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

Ms. White asked to add the Assessor's Document Processing Agreement to the Discussion List.

Discussion List – Lien Satisfaction

Finance Manager Siri Olson stated that these are the last three existing liens for the Tooley Terrace improvement project.

**{{{Commissioner Hege moved to approve the Satisfaction of Liens for Andres and Jessie Gonzales, Jeffrey Johnston and Carrie Buchanan, and Samuel and Kathy Sprenger. Vice-Chair Kramer seconded that motion which passed unanimously.}}}**

Discussion List – VOCA Grant Application

Victims Assistance Coordinator Judy Urness reported that the basic grant amount has increased by \$6,900 over last year. She stated that there is an opportunity to expand that by \$43,000 based on three criteria; she is looking into the possibilities for Wasco County. She said that she is seeking Board

approval for the application; a grant agreement should come back in September for Board consideration.

Commissioner Hege asked how the match would be met for the grant. Ms. Urness replied that the Criminal Fine Account Grant, which has no match requirement, acts as the match for the Victims of Crime Act Grant; no monies are needed from General Fund.

**\*\*\*The Board was in consensus for the Victims Assistance Coordinator to move forward with an application for the Victims of Crime Act Grant application.\*\*\***

Discussion List – BOPTA Appointment
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Ms. White explained that the Board of Property Tax Appeals runs hearings that last one or two days each year. They want a large enough pool of trained members so as not to overburden anyone as they need a minimum number of members at each hearing. She noted that the Board is familiar with Ruby Mason through her time as the Housing Authority Director.

Commissioner Hege added that he is a member of BOPTA; his goal is to have each assembled board composed entirely of citizens to make the important decisions regarding the adjustment of property taxes.

**{{{Commissioner Hege moved to approve order 17-053 appointing Ruby Mason to the Wasco County Board of Property Tax Appeals Chair Persons Pool and Non Office-Holding Pool. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

Discussion List – Juvenile Crime Prevention Grant Agreement
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Youth Services Director Molly Rogers explained that this grant has been reduced over the last few bienniums and is no longer adequate to sustain the truancy work for which Wasco County has traditionally been using it. She stated that the monies will now be used through Youth Think to target 8<sup>th</sup> graders who are at risk during that critical first year in high school. She said that it will be part of the Do Something program which highlights kids who are at risk of not making those important connections during their freshman year.

**{{{Vice-Chair Kramer moved to approve the Wasco County Juvenile Crime Prevention IGA #11097. Commissioner Hege seconded the motion which passed unanimously.}}}**



Consent Agenda – Annual Publication Contract, Reappointment & Minutes

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

Retirement

Chair Runyon presented HR Generalist/Payroll Clerk Barbara Case with a certificate of appreciate for her years of service to the employees and citizens of Wasco County. Ms. Case's last day with the County will be August 31<sup>st</sup>.

Discussion List – Document Processing IGA

County Assessor Jill Amery explained that this is a renewal of an agreement with the State to process, publish and distribute tax statements for Wasco County. She reported that the cost for the service is \$7,700 which is not a lot of change from last year. She stated that there is not enough time to make the switch this year, but she is looking at a digital service for next year.

**{{{Commissioner Hege moved to approve the Department of Administrative Service IGA for the Processing, Publishing and Distribution of Documents. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

Agenda Item – Property Sales

Ms. Amery reviewed the memo, included in the packet, regarding the August 4, 2017 auction of County-owned lands. She reported that her team had an after-action meeting and will be recommending a few modifications to the land sales policy. She explained that by statute the proceeds from the sales goes to pay for foreclosure fees and administrative costs; the remainder is distributed to the taxing districts. She stated that all minimum bids were based on market value and districts will get a little more than what they would have gotten through property taxes.

Commissioner Hege asked when the last time the County auctioned foreclosed property. Ms. Amery replied that there has been one auction in the last 25 years. She added that not all the properties were taken in foreclosure, many of the small parcels were acquired when the State remapped in the 1970s. She reported that there are four properties scheduled to be taken in foreclosure this year.



Commissioner Hege asked Ms. Amery to explain the process for foreclosure. Ms. Amery replied that after four years of non-payment of taxes, the County files a judgement and owns the property. Following the judgement there is a two-year redemption period during which time the taxpayer can stay in the house and has the opportunity to pay all the back taxes to redeem the property.

Ms. Amery went on to say that there is an Oregon Housing Stabilization Initiative program available through Columbia Cascade Housing that helps qualified homeowners pay back-taxes. She said that there are brochures available in the Tax and Assessment Office; she hopes to have information online soon.

Chair Runyon asked how many properties will be sold at the next auction. Ms. Amery responded that she hopes to have a sale every spring and hope to sell between six and twelve buildable lots. Non-buildable parcels will be sold in sealed bid auctions to adjacent property owners. Ms. Amery explained that it is a big process taking a lot of County staff to complete the process. She said that it will get easier as staff becomes more familiar with the process; the hope is to sell properties taken in September the following spring.

Keef Morgan thanked the County for getting this process underway to get properties back on the tax rolls. He stated that he was one of the winning bidders at the recent auction and will be improving the property he purchased. He reported that after the bid he found that in order to have the water turned on at the property, he would have to pay over \$5,000 in unpaid water fees. He stated that he attended a recent Chenoweth Water Board meeting along with County staff to seek relief. He said that he believes there is more work to be done on the County side and asked that the County reduce his bid as he is shouldering the burden of the debt.

Chair Runyon replied that he understands that the Water Board's attorney has taken this under advisement; anything the County might do now would be premature. Mr. Keef said that he could pay the County back were there to be a reduction in the fees.

Mr. Stone stated that in Mr. Morgan's case, eight years ago the previous owner had signed up for service and then stopped paying. The Chenoweth Water District turned off the water but continued to charge \$35 per month plus penalties. He reported that he, Ms. Amery and County Counsel Kristen Campbell attended the District Board meeting to talk about policies; the District did not file a lien and does not follow who owns the property. She said that it



never comes up until someone requests service; the County was not notified and when we did a property search, we found no liens. He added that the County sells as-is and had no way of knowing about the water bill; neither do the prospective buyers. He concluded by saying that he does not think there is a mechanism for reducing the bid.

Chair Runyon said that Mr. Morgan is receiving support from the County to work through this issue and we will have to wait to learn what the Water District's decision is.

Ms. Amery stated that according to the OARS, the District's practices are inappropriate; the former owner signed up for service but when the County took the property, we never signed up for service. The Water District continued to send bills that were returned to them as there was no resident at the property. She said it is not appropriate for them to go after future property owners for the past owner's debt. She stated that had they filed a lien, they could have paid the taxes and sold the property to recover their costs.

Travis Hillman stated that he purchased four properties at the foreclosure sale, one of which is in the Chenoweth Water District; they are attempting to bill him \$3,400. He said that they told him they could eliminate the fee by removing the meter but would charge him \$4,700 to install a new meter. He stated that the previous owner died and the bill should have gone to the estate for settlement. He added that he thinks that he believes that the minimum bid prices were too high which is why not all the properties sold.

Ms. Amery said she appreciates the comments. She noted that when a property does not sell at auction, the County can sell privately. The challenge is that some people will not participate in the auction hoping to purchase for less through a private sale; the County wants to avoid that circumstance. She said that the properties that did not sell at the recent auction may be included in the 2018 spring auction.

Commissioner Hege observed that there was a house sold at auction for which the sale was not completed. He asked if it can go to the second highest bidder. Ms. Amery reported that there was only one bidder for that property.

Commissioner Hege asked what happens to outstanding water bills for homes located in The Dalles. Ms. Amery replied that the City does not charge a monthly base fee when service is shut off.



Commissioner Hege commented that it seems like no one would pay the back water bills as they had not signed up for the service. He said that arguably, the County could be responsible for the meter charges for the 24 months of the redemption period. Ms. Amery responded that when the County takes the property, junior liens are extinguished. She said that she thinks the Water District now understands that their policy is not legal.

Commissioner Hege said that he wants to make sure that there is some resolution as the winning bidders should not be burdened with it. Ms. Amery stated that the District should understand that if they continue this practice, people will not want to purchase the property and they will never have clients associated with those properties.

Senior Deputy District Attorney Leslie Wolf said that if Chenoweth does not move on this, small claims actions can be filed.

Ms. Amery stated that it is the Board's responsibility to make the final decision to accept the bids.

**{{{Commissioner Hege moved to accept all August 4<sup>th</sup>, 2017 County Owned Land Auction bids as follows:**

- **Roger and Nancy Larson**
- **Jose M. Flores**
- **Keef Morgan**
- **2 properties to Travis and Tiffany Hillman**
- **2 properties to Travis Hillman**
- **4 properties to Timm Johnson**

**Vice-Chair Kramer seconded the motion.**

#### DISCUSSION

Commissioner Hege said that he wants to continue to help buyers in the Chenowith Water District dispute.

**The motion passed unanimously.}}**

Ms. Amery went on to say that in the process of a sealed bid auction for non-buildable bare parcels, the County sends a letter to contiguous property owners

who have a set time frame in which to submit a bid for that property. She stated that there was a letter sent to Mr. Black and Ms. Hanlon for a non-buildable bare parcel located between their properties on 10<sup>th</sup> Street in The Dalles. She reported that her office received only one bid which was from Ms. Hanlon. After the bid deadline had elapsed, Mr. Black came in to say that he owns the property.

Ms. Amery went on to say that her staff along with County Surveyor Brad Cross researched the history of the property. She reported that the County acquired the parcel in the mid-1990s as a result of the State remapping project which was designed to correct discrepancies in property descriptions. She stated that the parcel originally came from Ms. Hanlon's property. The parcel was first taxed in 1994 to an unknown owner; the County took ownership in 2008 and was properly noticed through the foreclosure process.

Mr. Stone commented that through the remapping that occurred in the 1990s, hundreds and maybe thousands of these "orphaned lots" were created across the state. He said that the best way to deal with them is to get them back to the lot they were taken from through the sealed bid process. Ms. Amery added that statute requires that the County makes their best efforts to locate the owner. She said that since only one bid was received through the sealed bid process, she recommends the property be sold to Ms. Hanlon.

Laurie Ann Bartels, Mr. Black's daughter, spoke on his behalf. She stated that Mr. Larry Black has lived on his property for 40 years with only two previous owners. She provided some pictures and a map (attached) of the disputed parcel of land. She explained that when Mr. Black received notice he began looking for markers and found none. He thought that the piece was perhaps down the steep drop-off located at the back of the property. He did not find out otherwise until Ms. Hanlon informed him that his building was in part located on her property.

Ms. Bartels reported that at that point she began to help him research and contacted HUD and Tenneson Engineering to look into the history of the property. She described the parcel as triangular in shape; she does not understand why the lines are falling where they are and she and her father would like more time to complete their research. She noted that the parcel is described as a bare lot but there is part of a building on it, a building for which her father has paid taxes.

Vice-Chair Kramer said that he thinks the Board needs more time to look at the information in respect to both property owners. He suggested that the item be



tabled to allow the Board to make a truly informed decision. Chair Runyon concurred but said he wanted to give Ms. Hanlon the opportunity to speak.

Ms. Hanlon stated that she purchased her property about a year ago. She made some accusations regarding Mr. Black's actions and demeanor over the past year, saying that he had cut down some screen trees, dug holes and been very difficult. She said that she just wants to get past this. She said that he had the same opportunity she had to purchase the property and did not offer a bid.

Commissioner Hege stated that the fact that there is a building on the property seems problematic as it is associated with the lot in the tax roll. He said that he believes that needs to be resolved; he does not want County action to create property issues. He suggested that both owners could engage in a mediation process through Six Rivers Mediation. He said that he wants to follow the process but wants to find a path that makes it better for everyone. Mr. Stone said that he agrees that it would be good for the property owners to resolve this but we have to follow our process. He suggested that Ms. Campbell may be able to counsel on that.

Ms. Hanlon stated that it is more difficult with the County owning the parcel.

Ms. Campbell stated that the Board can take time to act as a facilitator for the dispute, they can go forward with sale in which case Ms. Hanlon assumes the risk, or they can table the decision to gather information and further consider the facts. She said that she is confident that the County process is correct and legally defensible.

**{{{Vice-Chair Kramer moved to table the decision regarding the Quitclaim Deed of property to Mary Hanlon until a future date to allow the Board more time to fully explore the issues. Commissioner Hege seconded the motion.**

DISCUSSION:

Further discussion ensued regarding the timeline for a decision and possible alternate solutions such as lot division and mediation. County Surveyor Brad Cross explained that lots like these are created by discrepancies in the deeds – it has always been there but is just now surfacing. He said that the problem is that we really don't know where the property is or if it even really exists; it would take significant work by a surveyor to discover; that entire area is problematic.

Mr. Stone said that he would guess that our code would not allow for that division. He said that there may be potential for mediation to reveal a solution. He asked Mr. Black and Ms. Bartels if they would be willing to enter into mediation; they replied affirmatively. He asked Ms. Hanlon if she would be willing to enter into mediation; she responded that at this point she would rely on legal counsel. Mr. Stone said that short of mediation, the County will have to rely on its process. He said that Ms. Campbell will work with each party's counsel for resolution; it will now be a civil matter which is likely to be expensive for both parties. Chair Runyon stated that he hopes the property owners can resolve it before it comes to that.

Ms. Amery pointed out that while all this goes on, the County is still holding Ms. Hanlon's money. She asked that the Board expedite the process. Ms. Bartels stated that if her father loses the building that is in part on the disputed parcel, it will devalue his property.

Further discussion ensued regarding a timeline and there was consensus to hold a Special Session after September 20, 2017.

**The motion passed unanimously.}}**

Chair Runyon called a recess at 10:36 p.m.

The Session reconvened at 10:43 a.m.

<b>Agenda Item – Community Corrections Agreements</b>
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Community Corrections Manager Fritz Osborne said that the ICE Agreement is for sex offender treatment and has worked well with strong engagement. He stated that there are no substantive changes – just updates to the time frame.

**{{{Commissioner Hege moved to approve the Sex Offender Treatment Consulting Service Contract with Innovative Counseling Enterprises. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

Mr. Osborne explained that the Cognitive Behavioral Services agreement is with Ron Webber with whom Community Corrections has been working for years. He said that the contract was updated last year and since that time the curriculum has been expanded to target specific needs. He said that as a result of the expanded curriculum, the ceiling has been removed from the agreement and Community Corrections is adding more funding to support that.



**{{{Commissioner Hege moved to approve the Cognitive Behavioral Therapy Consulting Services Contract with Ron Webber. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

Mr. Osborne said that the Bridges to Change agreement was recently amended based on Mr. Stone's comments that the start-up cost language is no longer necessary. The language making the County responsible for resident damages has also been removed. He reported that Community Corrections has eight clients in residence – all of them have jobs and have been sober with the exception of one short-term relapse. He stated that the residents have been getting along with the neighbors.

**{{{Commissioner Hege moved to approve the Bridges to Change Renewal Contract with stated revisions. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

Mr. Osborne explained that he is applying for a Reinvestment grant and would like a letter of support from the Board. Chair Runyon asked that he provide a draft of what he is looking for.

**\*\*\*The Board was in consensus to sign a letter of support for the Community Corrections Justice Reinvestment Grant application.\*\*\***

Agenda Item – Vacation Policy
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Public Works Director Arthur Smith said he is representing the Vacation Policy Team who worked to address an inequity in the policy regarding the awarding of vacation to all employees on January 1<sup>st</sup> each year. He explained that the January 1<sup>st</sup> award creates a circumstance in which an employee hired on January 1<sup>st</sup> works one year for their initial award while an employees hired at other times might have to work up to 1 year and 11 months for that same award. He stated that going forward the new policy moves the award date to coincide with each employee's hire date. He added that current employees will have an opportunity to opt into the new award system or can remain with the January 1<sup>st</sup> award date. He added that each department will receive information to help employees make their decision.

Chair Runyon pointed out that the policy was revised not too long ago and asked if this is a final version. Human Resources Manager Nichole Biechler replied that this is really just a band aid; there are other items within the policy that need to be addressed. Ms. White added that in the first revision the committee had been



charged with only addressing the changes need to reconcile the vacation policy to the AFSCME agreement as AFSCME disbanded within the County and those employees moved on to the County Compensation program.

Ms. Biechler went on to say that we can use this policy for some time but as we look at recruitment and retention, there will have to be further revisions.

**{{{Vice-Chair Kramer moved to approve the revised Wasco County Vacation Policy. Commissioner Kramer seconded the motion which passed unanimously.}}}**

#### Agenda Item – Wellness Policy

Community Corrections Office Specialist Lena Watson, on behalf of the Wellness Committee, explained that the Wellness Policy is designed to support a healthy working environment for employees as a part of the 100% Love Culture program. She said that the policy was developed over a year ago but referenced an action plan which had not yet been created. The Action Plan is not complete and been added to the Wellness Policy which is before the Board today for consideration.

Chair Runyon asked if there will be any connection to the Blue Zones project. Ms. Watson replied that they hope to participate in that project.

**{{{Vice-Chair Kramer moved to approve the Wasco County Wellness Policy and Action Plan. Commissioner Hege seconded the motion which passed unanimously.}}}**

#### Agenda Item – Gorge Commission Plan Update Progress Report

Executive Director Krystyna Wolniakowski reviewed the report included in the Board Packet. She announced that funding from both Washington and Oregon has remained stable even in the face of state budget cuts. She said that they had not moved forward to recruit for an open planner's position until they were sure of the funding; they will now begin advertising for that position.

Chair Runyon observed that at a meeting in July there were concerns that the County planners, who do the implementation of the Gorge Commission Plan, were not being included beyond the standard public comment level in the update of the plan. Ms. Wolniakowski responded that CRGC has received comment from the planners; CRGC has begun quarterly meetings with the Planning Directors and are committed to ongoing meetings to do this work. She added that there are additional levels of consultation with tribes, the public, city



councils, county commissions and planning staff. She stated that she wants to make sure workable solutions are being created for problems that actually need to be solved. She said that the planners experienced input is crucial to determine what will be workable. She stated that CRGC is grateful for Wasco County's willingness to act as a liaison for this process.

Ms. Wolniakowski went on to say that there are some areas of the plan that CRGC does not have the capacity to address and will be outsourcing some of the technical aspects of the plan. She stated that CRGC will be concentrating resources on critical areas that affect the Gorge.

Ms. Wolniakowski said that they are organizing an economic indicators working group in response to feedback indicating that the CRGC does not do enough toward economic development. She said that they are working with MCEDD and others to help identify what is critical to the effort to determine how CRGC can help support economic development in the areas impacted by the management plan. She observed that the current plan devotes only 4 pages of 600 to economic development; CRGC wants to make it more robust while still protecting natural resources. Chair Runyon observed that both are equally important. Ms. Wolniakowski agreed, saying that they just need to clarify what economic development means in terms of a plan that is laying the road map for the next ten years.

Commissioner Hege asked if they will be dealing with the minor amendment issue in the plan update. Ms. Wolniakowski replied that they will; part of that will be to define what minor is. Commissioner Hege asked when they hoped to complete the update. Ms. Wolniakowski responded that they will be issuing a new roadmap and timeline but she hopes that by June or July of 2019, there will be a draft plan that the Columbia River Gorge Commission can approve and send to the Forest Service. She noted that the Forest Service is on a different timeline; they have recreation in the special management area and they could decide to not change anything.

Commissioner Hege asked what the current status of the UGB is regarding the minor amendments. Gorge Commissioner Rodger Nichols replied that there was a big effort to resolve questions on the map and establish meets and bounds. That was the first step in a process. They now need to define what is minor. Ms. Wolniakowski added that there is no controversy regarding the work that has been done which had to be completed in order to make the adjustments. She said



that it will be a top priority issue in September.

Commissioner Hege observed that this has been under discussion for a decade and it seems like there have been no progress. Mr. Nichols responded that he will be pushing at every meeting to get it done. Ms. Wolniakowski added that the CRGC is committed.

Commissioner Hege said the counties are working together to have more input and are putting in a lot of effort and time. He asked if their input would be given its proper due. Ms. Wolniakowski responded by saying that they have a working group with the planning directors which is new. She explained that they had had workshops for day to day issues but the planning directors group is engaged in policy discussions – they are part of the team to make sure that when there is a final plan, it works for everyone.

Mr. Stone commented that in the beginning it seemed that the county input was just public comment; we took on the effort to have a voice. He said that he is encouraged by what has happened towards the counties having a deeper involvement.

At 11:40 a.m. Chair Runyon recessed the regular session to open an executive session pursuant to ORS 192.660(2)(h) to confer with legal counsel regarding litigation.

At 12:20 p.m. the regular session resumed.

Commissioner Hege reminded everyone that the Board will be holding a Town Hall in Mosier this evening just before the Mosier City Council meeting. The Town hall begins at 5:30 p.m.

Chair Runyon recessed the session.

Chair Runyon opened the Town Hall at 5:35 p.m. explaining the purpose of the Town Hall as being an opportunity for the Board to hear from citizens. Each of the Commissioners talked about some of the boards and committees in which they participate along with recent County events such as a county-owned land auction. It was announced that there are five county-owned properties in the Mosier area; another auction will take place in the spring.

Commissioner Hege announced that Ruby Mason was appointed to the Board of Property Tax Appeals earlier today. He explained that when a citizen does not



agree with their tax assessment, they can appeal to BOPTA where a Board of citizens will hear their case and make a determination.

Mosier Mayor Arlene Burns said that she would like to take this opportunity to publicly thank the Board of Commissioners for their support of Mosier throughout the double track situation with Union Pacific Railroad. She said that the community felt supported and appreciated the Board's efforts on their behalf.

Chair Runyon noted that there will be a meeting in Portland next week with the President of the Union Pacific Railroad.

Sigrid, a Mosier resident, said that she is concerned with growth in Mosier, noting that they recently lost their local grocery store. She asked if there is any progress being made to replace that function in Mosier. Mayor Burn replied that they have had two offers for the store and a third party has expressed an interest. Commissioner Hege pointed out that Dufur and Maupin, which are similar in size to Mosier, have successful grocers. He suggested that they may be able to help with how to make that sustainable in a small town. Chair Runyon added that both of those grocers worked with MCEDD to get started.

City Manager Kathy Fitzpatrick presented information on a planned bike hub in Mosier, thanking the Board for the seed money from the Immediate Opportunities program. She credited that funding for their ability to apply for and receive other grant monies to support the project. She added that they will also be receiving money from Union Pacific Railroad due to the rail 2016 rail accident. She went on to describe plans for the bike hub along with other improvements in the City of Mosier such as a civic center and street-scaping.

Further discussion ensued regarding the importance of all forms of traffic safely sharing roadways.

Chair Runyon outlined some new legislative action that may offer some funding opportunities for projects in Mosier. He commended the Mosier City Council for the good job they are doing for their community.

Mr. Anderson, Mosier area resident, said that he and his wife moved here last year and very much appreciate their new community. He went on to express some frustration with the building process and encouraged the Board to look into ways to improve that process for citizens and contractors. Vice-Chair Kramer responded that the County is already working on that issue. He reported that at

the last Mid-Columbia Council of Governments Board meeting, the Board gave direction to the Interim Executive Director to look for other homes for MCCOG programs which includes Building Codes. He reported that there was a meeting with the City of The Dalles today regarding the possibility of a one-stop shop to centralize services. He said that if anyone has any other issues, he would encourage them to bring them to him so that they can be considered.

Chair Runyon added that one of the other MCCOG programs is transportation which impacts Mosier. He said that there has been some discussion about improvements to the transportation service. He pointed out that all of this is in the early stages, but the County wants to support improvements to all the MCCOG programs.

Emily Reed thanked the County for being a partner in Happiness Month again this year.

Chair Runyon thanked the City of Mosier for this opportunity to meet with community members.

The session adjourned at 6:35 p.m.

Summary of Actions
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**Motions Passed**

- **To approve the Satisfaction of Liens for Andres and Jessie Gonzales, Jeffrey Johnston and Carrie Buchanan, and Samuel and Kathy Sprenger.**
- **To approve order 17-053 appointing Ruby Mason to the Wasco County Board of Property Tax Appeals Chair Persons Pool and Non Office-Holding Pool.**
- **To approve the Wasco County Juvenile Crime Prevention IGA #11097.**
- **To approve the Consent Agenda.**
- **To approve the Department of Administrative Service IGA for the Processing, Publishing and Distribution of Documents.**




- **To accept all August 4th, 2017 County Owned Land Auction bids as follows:**
  - **Roger and Nancy Larson**
  - **Jose M. Flores**
  - **Keef Morgan**
  - **2 properties to Travis and Tiffany Hillman**
  - **2 properties to Travis Hillman**
  - **4 properties to Timm Johnson**
- **To table the decision regarding the Quitclaim Deed of property to Mary Hanlon until a future date to allow the Board more time to fully explore the issues.**
- **To approve the Sex Offender Treatment Consulting Service Contract with Innovative Counseling Enterprises.**
- **To approve the Cognitive Behavioral Therapy Consulting Services Contract with Ron Webber.**
- **To Change Renewal Contract with stated revisions.**
- **To approve the revised Wasco County Vacation Policy.**
- **To approve the Wasco County Wellness Policy and Action Plan.**

Wasco County  
Board of Commissioners

  
Rod L. Runyon, Board Chair

  
Steven D. Kramer, Vice Chair

  
Scott C. Hege, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
AUGUST 16, 2017**

**DISCUSSION LIST**

**ACTION AND DISCUSSION ITEMS:**

1.     [JCP Contract Renewal](#) – Molly Rogers
2.     [Tooley Terrace Lien Satisfaction](#) – Siri Olson
3.     [VOCA Application](#) – Judy Urness
4.     [BOPTA Appointment](#)



**Discussion Item**  
**Juvenile Crime Prevention Agreement**

- [Local Public Safety Coordinating Council Letter of Support](#)
- [JCP IGA 11097](#)



**YOUTH SERVICES**

202 East Fifth Street • The Dalles, OR 97058  
p: [541] 506-2660 • f: [541] 506-2661 • [www.co.wasco.or.us](http://www.co.wasco.or.us)

***Pioneering pathways to prosperity.***

August 9, 2017

Rod Runyon, Chair  
Wasco County Board of Commissioners  
511 Washington Street  
The Dalles, OR 97058

Dear Chair Runyon,

On August 8, 2017 the Wasco County Local Public Safety Coordinating Council (LPSCC) met and had the opportunity to review the 2017-2019 Justice Reinvestment Grant proposal. Fritz Osborne, Community Corrections Director reviewed the proposal in detail, including programs and the proposed budget. LPSCC member engaged in discussion about the history, current programs and anticipated outcomes associated with the grant proposal. The grant application involved a small sub-committee of the LPSCC and participation from HAVEN, the designated non-profit receiving funds through grant. Following the presentation the LPSCC voted unanimously to recommend support for approval by the Board of County Commissioners.

Sincerely,

*Molly Rogers*

Molly Rogers, Chair  
Wasco County Local Public Safety Coordinating Council

Director,  
Wasco County Youth Services  
202 East Fifth Street  
The Dalles, OR 97058

cc: Fritz Osborne, Community Corrections



## INTERGOVERNMENTAL AGREEMENT

Agreement No. **11097**

This Agreement is between the State of Oregon acting by and through its **Oregon Department of Education, Youth Development Division** (“Agency”) and **Wasco County** (“County”), each a “Party” and, together, the “Parties”.

### SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

### SECTION 2: PURPOSE

WHEREAS, House Bill 3231, chapter 37, and 2015 Oregon Revised Statutes (ORS) 417.850(5), Additional duties of Youth Development Council, authorizes the agency to ensure initiation of contracts based on approved local high-risk juvenile crime prevention plans and oversee contract changes.

WHEREAS, County has requested financial assistance from Agency for the foregoing purposes;

WHEREAS, Agency is willing, upon the terms and conditions of this Agreement, to provide financial assistance to County for the foregoing purposes; and

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### SECTION 3: EFFECTIVE DATE AND DURATION

Upon signature by all applicable parties, this Agreement shall be effective on **July 1, 2017**. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2019**.

### SECTION 4: AUTHORIZED REPRESENTATIVES

#### 4.1 Agency’s Authorized Representative is:

Anya Sekino  
255 Capitol St NE  
Salem, OR 97310  
503.378.5156 Fax  
503.378.5115 Office  
[anya.sekino@state.or.us](mailto:anya.sekino@state.or.us)

**4.2** County's Authorized Representative is:

Rod Runyon  
511 Washington Street  
Suite 302  
The Dalles, OR 97058  
541.506.2520 Office  
541.506.2551 Fax  
[rodr@co.wasco.or.us](mailto:rodr@co.wasco.or.us)

A Party may designate a new Authorized Representative by written notice to the other Party.

## **SECTION 5: RESPONSIBILITIES OF EACH PARTY**

**5.1** County shall perform the work set forth on Exhibit F (Budget Distribution-Approved JCP Work Plan), attached hereto and incorporated herein by this reference.

**5.2** Agency shall pay County as described in Section 6.

## **SECTION 6: COMPENSATION AND PAYMENT TERMS**

### **EXPENSE REIMBURSEMENT SUBJECT TO A CAP**

Agency shall reimburse County, up to but not in excess of **\$45,000.00**, for all expenses reasonably and necessarily incurred in performing the work and delivering the deliverables required of County under this Agreement. Payment will be made quarterly, for work performed to Agency's satisfaction during the prior quarter, after submission of a satisfactory invoice.

## **SECTION 7: REPRESENTATIONS AND WARRANTIES**

County represents and warrants to Agency that:

- 7.1** County is a County duly organized and validly existing. County has the power and authority to enter into and perform this Agreement;
- 7.2** The making and performance by County of this Agreement (a) have been duly authorized by County, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;
- 7.3** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County enforceable in accordance with its terms;
- 7.4** County has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and County will



apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and

- 7.5 County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by County.

## SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; 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 District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any other court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

## SECTION 9: OWNERSHIP OF WORK PRODUCT

- 9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- 9.1.1 **"County Intellectual Property"** means any intellectual property owned by County and developed independently from the work under this Agreement.
  - 9.1.2 **"Third Party Intellectual Property"** means any intellectual property owned by parties other than County or Agency.
  - 9.1.3 **"Work Product"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that County is required to deliver to Agency under this Agreement and all intellectual property rights therein.
- 9.2 All Work Product created by County under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an

employment to invent, shall be the exclusive property of Agency. Agency and County agree that any Work Product that is an original work of authorship created by County under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by County under this Agreement is not "work made for hire," County hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by County under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, County shall execute such further documents and instruments necessary to fully vest such rights in Agency. County forever waives any and all rights relating to Work Product created by County under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by County under this Agreement is a derivative work based on County Intellectual Property, or is a compilation that includes County Intellectual Property, County hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the County Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

If the Work Product created by County under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, County shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

- 9.3** If Work Product is County Intellectual Property, County hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the County Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.4** If Work Product is Third Party Intellectual Property, County shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.5** If state or federal law requires that Agency or County grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then County shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

## **SECTION 10: CONTRIBUTION**

- 10.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party,



along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.

- 10.2** With respect to a Third Party Claim for which Agency is jointly liable with County (or would be if joined in the Third Party Claim ), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 10.3** With respect to a Third Party Claim for which County is jointly liable with Agency (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of County on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **SECTION 11: COUNTY DEFAULT**

County will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1** County fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2** Any representation, warranty or statement made by County in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by County is untrue in any material respect when made;
- 11.3** County (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the

benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

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

## **SECTION 12: AGENCY DEFAULT**

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## **SECTION 13: REMEDIES**

- 13.1** In the event County is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring County to perform, at County's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2** In the event Agency is in default under Section 12 and whether or not County elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, County's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against County, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against County. In no event will Agency be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts



paid to County exceed the amount due to County under this Section 13.2, County shall promptly pay any excess to Agency.

## **SECTION 14: RECOVERY OF OVERPAYMENTS**

If payments to County under this Agreement, or any other agreement between Agency and County, exceed the amount to which County is entitled, Agency may, after notifying County in writing, withhold from payments due County under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## **SECTION 15: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 16: TERMINATION**

**16.1** This Agreement may be terminated at any time by mutual written consent of the Parties.

**16.2** Agency may terminate this Agreement as follows:

**16.2.1** Upon 30 days advance written notice to County;

**16.2.2** Immediately upon written notice to County, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

**16.2.3** Immediately upon written notice to County, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

**16.2.4** Immediately upon written notice to County, if County is in default under this Agreement and such default remains uncured 15 days after written notice thereof to County; or

**16.2.5** As otherwise expressly provided in this Agreement.

**16.3** County may terminate this Agreement as follows:

**16.3.1** Immediately upon written notice to Agency, if County fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in County's reasonable administrative discretion, to perform its obligations under this Agreement;

**16.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or

guidelines are modified or interpreted in such a way that County's performance under this Agreement is prohibited or County is prohibited from paying for such performance from the planned funding source;

**16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

**16.3.4** As otherwise expressly provided in this Agreement.

**16.4** Upon receiving a notice of termination of this Agreement, County will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, County will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, County will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by County under this Agreement.

## **SECTION 17: INSURANCE**

County shall maintain insurance as set forth in Section 24, and incorporated herein by this reference.

## **SECTION 18: NONAPPROPRIATION**

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

## **SECTION 19: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 20: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.



## **SECTION 21: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 22: SEVERABILITY**

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## **SECTION 23: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

## **SECTION 24: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law. Both parties shall comply and County shall require all Providers by contract to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the conduct of Activities and or delivery of Services. Without limiting the generality of the foregoing, both parties expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (d) ORS 30.670 to 30.685, ORS 659.430 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the conduct of Activities. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and Agency, that employ subject workers who conduct Activities in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. County shall require by contract that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

## **SECTION 25: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

## **SECTION 26: INTENDED BENEFICIARIES**

Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 27: FORCE MAJEURE**

Neither Party is responsible for any failure to perform nor any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to County after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 28: ASSIGNMENT AND SUCESSORS IN INTEREST**

County may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by County to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to County's assignment or transfer of its interest in this Agreement will not relieve County of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

## **SECTION 29: SUBCONTRACTS**

County shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of County under this Agreement. Agency's consent to any subcontract will not relieve County of any of its duties or obligations under this Agreement.

## **SECTION 30: TIME IS OF THE ESSENCE**

Time is of the essence in County's performance of its obligations under this Agreement.

## **SECTION 31: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations,

oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 32: RECORDS MAINTENANCE AND ACCESS**

County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

## **SECTION 33: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

## **SECTION 34: ADDITIONAL REQUIREMENTS**

County shall comply with the additional requirements set forth in Exhibit D and Exhibit E, attached hereto and incorporated herein by this reference.

## **SECTION 35: AGREEMENT DOCUMENTS**

**Order of Precedence:** This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits	
Exhibit A	General Definitions
Exhibit B	Funding Area Descriptions & Program Definitions
Exhibit C	Award
Exhibit D	Special Terms and Conditions



Exhibit E Additional Terms and Conditions  
Exhibit F Approved Budget Distribution - JCP Plan

## SECTION 36: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**STATE OF OREGON acting by and through its Department of Education**

\_\_\_\_\_  
Karen K Harrison, Contracting Officer

\_\_\_\_\_  
Date

**Wasco County**

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency in accordance with ORS 291.047**

**Jake J. Hogue, Assistant Attorney General via email**

Name, Title

**06/28/2017**

Date

## **EXHIBIT A GENERAL DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **"Activity" or "Service"** means an activity or service falling within a Funding Area, whose costs are covered in whole or in part with financial assistance Agency pays to County pursuant to this Agreement
2. **"Administrative Costs"** means Allowable Costs incurred by County or a Provider in administering implementation of the Plan, as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
3. **"Allowable Costs"** means those costs that are reasonable and necessary for the implementation of the Plan as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
4. **"Claim"** has the meaning set forth in Section 8.
5. **"Agreement"** means this 2017-2019 County Intergovernmental Agreement.
6. **"General Funds"** means all funds paid to County under this Agreement.
7. **"Funding Area"** means any one of the areas enumerated and further described in Exhibit B.
8. **"Funding Area Description"** means the description of a Funding Area set forth on Exhibit B.
9. **"Misexpenditure"** has the meaning set forth in Section C of Exhibit E.
10. **"Provider"** has the meaning set forth as used in Exhibit B Funding Area Description, Provider also includes County if County conducts an Activity within that Funding Area directly.
13. **"Underexpenditure"** has the meaning set forth in Section C of Exhibit E.

## EXHIBIT B

### FUNDING AREA DESCRIPTION & PROGRAM DEFINITIONS

1. **Juvenile Crime Prevention (JCP).** JCP Services are described below.
  - I. **Definitions.** In addition to the Definitions of Exhibit A of this Agreement, the following words and phrases shall have the indicated meanings in this Exhibit B:
    1. **"Client"** means any individual who receives a Service.
    2. **"Diversion Services"** means services outlined in the Plan and provided under a separate contract with OYA for Diversion Services.
    3. **"Evaluation Costs"** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.
    4. **"JCP Basic Services Funds"** means funds provided under a separate contract with OYA for JCP Basic Services.
    5. **"JCP Basic Services" or "Basic Services"** means services outlined in the Plan and provided under a separate contract with OYA for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth offenders.
    6. **"JCP Funds"** means funds provided under this Agreement for JCP Services.
    7. **"YDC"** means the Youth Development Council
    8. **"JJIS"** is the Juvenile Justice Information Systems operated by OYA and the Oregon counties.
    9. **"Juvenile Crime Prevention Services" or "JCP Services"** means services outlined in the Plan and provided under this Agreement to youth who are at high risk for commission of juvenile crime and (a) who have more than one of the following risk factors: anti-social behavior, poor family functioning; failure in school, substance abuse problems, or negative peer association and (b) who are demonstrating at-risk behaviors that have come to the attention of government or community agencies, schools or law enforcement and that will lead to the youth's imminent or increased involvement in the juvenile justice system.
    10. **"OYA"** means the Oregon Youth Authority.
    11. **"Plan"** means the County's High-Risk Juvenile Crime (JCP) Prevention Plan approved by YDC, the provisions of which are incorporated herein by this reference.
    12. **"Service"** for purposes of Juvenile Crime Prevention Program Requirements,



means any JCP Service or group of related services delivered as part of Plan implementation.

13. **"Target Population for Juvenile Crime Prevention Services"** means youth ages 10 to 17 targeted for Juvenile Crime Prevention in the Plan who have more than one of the following risk factors:

- a. Anti-social behavior;
- b. Poor family functioning or poor family support;
- c. Failure in school;
- d. Substance abuse problems; or
- e. Negative peer association; and

who are clearly demonstrating at-risk behaviors that have come to the attention government or community agencies, schools, or law enforcement and that will lead to imminent or increased involvement in the juvenile justice system

14. **"YDD"** means the Youth Development Division.

15. **"Budget Distribution"** means document submitted as a Statement of Work that describes the proposed use of monies.

16. **"Lead JCP Agency"** mean an Agency appointed by the Board of County Commissioners for use in supporting the delivery of JCP Services in accordance with the terms and conditions of this Agreement with the County.

- II. **GENERAL TERMS AND CONDITIONS.** In addition to the other terms and conditions of this Agreement, County shall comply and, as indicated, require all Providers by contract to comply with the following:

1. **Conditions Precedent to Disbursement.** Agency's obligation to disburse JCP Funds to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- a. County is in compliance with ORS 279B.200, 279B.230 and 279B.235.
- b. Agency has received a written quarterly JCP disbursement request from County on a form designated by Agency.
- c. With respect to each disbursement, Agency has received from County all reports required by Section II(3) of this Exhibit B to be submitted to Agency on or prior to the date of disbursement request.
- d. The JCP disbursement request is received no later than 30 days after the termination of this Agreement

2. **Expenditure/Obligation of Award.** County may expend the JCP Funds

provided to County under this Agreement solely on Allowable Costs necessarily incurred to provide Services during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement, whether in the applicable Funding Area Descriptions, special conditions identified in the Award, or otherwise):

- a. No more than 10% of the JCP Funds paid under this Agreement to County shall be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers, and subcontractors. This applies to all JCP disbursements pursuant to this Agreement. County shall record Administrative Costs on forms provided by the Agency
- b. County may expend JCP Funds solely on JCP Services.
- c. County shall maintain previous levels of JCP Services funding for the Target Population or shall not reduce such levels of JCP Services funding by an amount greater than the Target Population's proportional share of reductions of County revenue.

County must transfer all JCP Funds received under this Agreement to its “Lead JCP Agency” appointed by the Board of County Commissioners for use in supporting the delivery of JCP Services in accordance with the terms and conditions of this Agreement.

3. **Reports.** County shall submit to Agency, on forms designated by Agency, the following written reports:
  - a. Youth risk need and interim review information will be required on the Services delivered to youth with JCP Funds at such frequency as may be requested by the Agency.
  - b. During the term of this Agreement, a quarterly written, detailed expenditure report on the County's expenditures of JCP Funds during the prior calendar quarter.
  - c. No later than 30 days after the termination of this Agreement, a written, detailed expenditure report on the County's expenditure of JCP Funds during the 2017-2019 Fiscal Year

### **III. JUVENILE CRIME PREVENTION PROGRAM REQUIREMENTS.**

#### **1. Plan**

##### **a. Plan Implementation**

County shall implement, or through Providers, shall require to be implemented, the JCP Services and JCP Basic Services portions of the Plan. The County has developed or agrees to develop the JCP Services, JCP Basic Services and Diversion Services portions of the Plan according to guidelines provided by Agency.

**b. Amendment to Plan**

County may request amendment of the Plan by notifying Agency in writing thirty (30) days prior to the submission of such proposed amendment. All amendments to the Plan shall be in a format prescribed by Agency. County must obtain approvals for an amendment that makes any significant change in the Plan. A significant change in the Plan includes but is not limited to any funding change in the categories of services outlined in the Plan. For the purposes of this Section 1.b, Juvenile Crime Prevention Services, Basic Services, and Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Plan:

- (i) The Plan cannot be amended to change allocations between Juvenile Crime Prevention Services and Basic Services/Diversion Services.
- (ii) Changes to the JCP budget in the Plan aggregating 10% or greater of the total budget for any of the funding sources must be reviewed and approved by the Agency in writing, prior to the changes taking effect.
- (iii) County shall submit written notification to Agency for any changes to the JCP budget in the Plan aggregating less than 10% of the total budget for any of the funding sources. This notification will be reviewed by Agency. The Agency reserves the right to require that the County notification be reviewed by the YDC for approval prior to the changes taking effect.
- (iv) All amendments to the Plan which comply with this Section shall be on file with Agency and shall become a part of the Plan and this Agreement from its effective date without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Plan amendment is the date the Plan amendment is approved or notification is received by the Agency.
- (v) In the event Agency increases or decreases the amount of funding in this Agreement pursuant to Exhibit E in an amount aggregating 10% or greater of the total budget for JCP Services, County may amend the Plan in response to the funding change, but only in a manner that is consistent with state law and rules. Such Plan amendment shall be effective no sooner than the effective date of the funding change. No later than five (5) days from its effective date, County must send any Plan amendment to Agency, who must review the amendment within thirty (30) days of its effective date. The Plan must be approved as presented or as agreed upon by the parties no later than sixty (30) days from the effective date.

2. **Cultural Competency.** County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

3. **Grievance System.** During the term of this Agreement, County shall establish and operate a system through which youths receiving Services, and the youths' parents or



guardian, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular youth, County shall advise the youth and the parents or guardian of the youth of the existence of this grievance system.

4. **Outcomes.** County shall target its Juvenile Crime Prevention Services to the Target Population for Juvenile Crime Prevention and shall implement those services with the goal of achieving the following high level outcomes: (i) reduction of juvenile arrest rate in County, (ii) reduction of juvenile recidivism rate in County, and (iii) reduction (or maintenance) in the use of beds at OYA's Close Custody Facilities by youth from County to (or at) a level at or below Discretionary Bed Allocation. The specific targets for high level outcomes are set forth in the Plan. County shall also implement its Juvenile Crime Prevention Services and Basic Services with the goal of achieving the intermediate outcomes identified in the Plan.

## 5. Evaluation

a. County shall furnish Agency with such data, information and reports, on County's implementation of the Juvenile Crime Prevention Services and expenditure of the funds therefore paid to County hereunder, in such format and at such frequency as may be reasonably requested by Agency or as needed to comply with state or federal laws, regulations, or executive orders. County agrees to and does hereby grant the State the right to reproduce use and disclose all or any part of such data, information or reports furnished under this Agreement.

b. County agrees to produce screening and assessment data as required by the Agency in such form and at such times as Agency may reasonably request.

c. In addition to the other reporting requirements of this Agreement, the County must ensure that all OYA required JJIS data fields are entered into JJIS.

d. If the County does not meet the intermediate outcomes identified in the Plan for Juvenile Crime Prevention Services, Agency shall conduct a performance review of the County's efforts under the Plan in order to identify ways in which the Juvenile Crime Prevention Services portion of the Plan may be improved. If, upon review, Agency determines that there are reasonable grounds to believe that County is not in substantial compliance with the Plan or this Agreement, Agency may notify County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any Agency right arising out of County's default, as described in Exhibit E.

6. **Evidence-Based Programs.** County shall work with Agency to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness as described under SB 267 (2003), ORS 182.515, as applicable. County shall work with Agency to develop a reporting process on County's evidence-based programs and services funded under this Agreement.

7. **Records Maintenance, Access and Confidentiality.** County shall maintain and shall require all Providers by contract to maintain a Client record for each youth that receives a Service.

**EXHIBIT C  
AWARD**

FUNDING AREA	GENERAL FUND	FEDERAL FUNDS	CFDA NUMBER
2. JCP Prevention	<b>\$45,000.00</b>		

**EXPLANATION OF AWARD**

The Award set forth above reflects the maximum amount of financial assistance that Agency will provide to County under this Agreement in support of Activities or Services in the specified Funding Areas.

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**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

1. Special Restrictions on Expenditure of Award. In addition to any other restriction or limitation on County 's expenditure of financial assistance, County may expend financial assistance provided under this Agreement only in accordance with the limitations set forth in the local JCP Plan prepared by County and approved in writing by Agency. County may not expend financial assistance provided under this Agreement in excess or contravention of the foregoing limits.
2. Carryover. Notwithstanding Section 1 of Exhibit E, if authorized by Agency in writing in accordance with the local JCP Plan prepared by County and approved in writing by Agency, financial assistance disbursed to County under this Agreement that is not expended at Agreement termination. All financial assistance retained by County in accordance with this section that is not expended within 30 days after the termination of this Agreement shall be deemed Under-expenditure subject to recovery under Section 1 of Exhibit E.
3. Reporting. In accordance with the local JCP Plan prepared by County and approved in writing by Agency, County shall submit such fiscal and activity reports to Agency on the Activities and Services funded with financial assistance provided under this Agreement, as Agency may reasonably request from time to time.

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**EXHIBIT E**  
**ADDITIONAL TERMS AND CONDITIONS**

**1. Disbursement, Use and Recovery of Award.**

- a. Disbursement and Use Generally. Subject to the conditions precedent set forth below, Agency shall disburse the financial assistance described in the Award to County in accordance with the local JCP Plan prepared by County and approved in writing by Agency on an expense reimbursement basis or, at Agency's discretion, in periodic proportional allotments. The mere disbursement of financial assistance to County does not vest in County any right to retain those funds. Disbursements not provided on an expense reimbursement basis are considered an advance of funds to County which County may retain only (i) if properly expended, in accordance with terms and conditions of this Agreement, prior to the termination of this Agreement or (ii) if otherwise authorized in writing by Agency pursuant to this Agreement. County shall use disbursed financial assistance for the purposes allowed in this Agreement. County shall not be obligated to provide a level of Activities or Services in Funding Areas beyond the financial assistance provided by Agency.
- b. **Conditions Precedent to Disbursement.** Agency's obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - (i) Agency has received sufficient funding, appropriations and other expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - (ii) No default as described in Section 11 of this Agreement or in Section 9 of this Exhibit E has occurred.
  - (iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - (iv) All other conditions to disbursement set forth in this Agreement have been satisfied.
- c. **Recovery of Award.**
  - (i) **Notice of Underexpenditure or Misexpenditure.** In the event of Underexpenditure or a Misexpenditure (each as defined below) of any moneys disbursed to County under this Agreement, Agency and County shall engage in the process described in this Section 1.c to determine the appropriate amount that Agency may recover from County, and the appropriate method for implementing such recovery. For purposes of this Section 1.c, an "Underexpenditure" means money disbursed to County by Agency under this Agreement that has not been expended by County at Agreement termination,

other than money, if any, that County is expressly permitted to retain and expend in the future under other provisions of this Agreement, and "Misexpenditure" means money disbursed to County by Agency under this Agreement and expended by County that:

- (a) Is identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon; or
- (b) Is identified by the State of Oregon or Agency as expended in a manner other than that permitted by this Agreement, including without limitation, any money expended by County, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
- (c) Is identified by the State of Oregon or Agency as expended on an Activity that did not meet the standards and requirements of this Agreement with respect to that Funding Area.
- (d) The term "Misexpenditure" does not include any County payments or expenditures that are:
  - (A) Made pursuant to Oregon Administrative Rules;
  - (B) Made with Agency's written discretion or approval; or
  - (C) Consistent with the local plans submitted by County and approved by the Agency.
- (e) If County payments or expenditures are later determined to be impermissible due to a subsequent modification or applicable statutes, federal rules, OMB Circulars or any other authority not listed in Section 1.c (i) (d) above that governs the expenditures of such monies by County, the parties agree to meet and negotiate in good faith an appropriate apportionment of responsibility for the repayment of the impermissible payments.

In the event of Underexpenditure or Misexpenditure, Agency shall provide to County notice thereof.

- (ii) **County's Response.** From the date of County's receipt of the notice of Underexpenditure or Misexpenditure, County shall have the lesser of (i) 30 calendar days, or (ii) if an Underexpenditure or Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) the Agency has to appeal a final written decision from the federal government, to either:

- (a) Make a payment to the Agency in the full amount of the Underexpenditure or Misexpenditure identified by the Agency; or

- (b) Notify the Agency that County wishes to repay the amount of the Underexpenditure or Misexpenditure from future payments pursuant to Section 1.c(iv) below; or
- (c) Notify the Agency that it wishes to engage in the applicable appeal process set forth in Section 1.c (iii) below.

The Agency shall not require County to perform additional services to be paid from the Underexpenditure. If County fails to respond within the time required under Section 1.c (ii) above, Agency may recover the amount of the Underexpenditure or Misexpenditure from future payments as set forth in Section 1.c(iv) below.

- (iii) **Appeals Process.** If County notifies Agency that it wishes to engage in an appeal process with respect to a noticed Underexpenditure or Misexpenditure, the parties shall comply with the following procedures, as applicable:

- (a) **Appeal from Agency-Identified Underexpenditure or Misexpenditure.**

If the Agency's notice of Underexpenditure or Misexpenditure is based on an Underexpenditure or Misexpenditure other than a Misexpenditure of the type identified in Section 1.c(i)(a) above, County and the Agency shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there is, in fact, no Underexpenditure or Misexpenditure or that the amount of the Underexpenditure or Misexpenditure is different than the amount identified by the Agency, and to give the Agency the opportunity to reconsider its notice based on such presentation and discussion. County and Agency may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Misexpenditure. In determining an appropriate apportionment of responsibility, County and Agency may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If after such discussions Agency and County disagree as to whether or not there has been an Underexpenditure or Misexpenditure or to the amount thereof, "the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, arbitration. If Agency and County reach agreement on the amount owed to Agency, County shall promptly repay that amount to Agency by issuing payment to Agency or by directing Agency to withhold future payments pursuant to 1.c.(iv) below. However, the parties shall not violate federal or state statutes, administrative rules, other applicable authority, or this Agreement in selecting the method or amount of repayment. If the parties are unable to reach agreement within a reasonable period of time, Agency may employ other remedies available under this Agreement or otherwise available at law or in equity.

- (iv) **Recovery From Future Payments.** To the extent that Agency is entitled to recover an Underexpenditure or Misexpenditure from future payments as permitted in this Section 1.c, Agency may recover the Underexpenditure or Misexpenditure by offsetting the amount thereof against future amounts owed to County by Agency. Agency shall provide County written notice of its intent to



recover the amount of the Underexpenditure or Misexpenditure from amounts owed County by Agency as set forth in this Section 1.c(iv), and shall identify the amounts owed by Agency which the Agency intends to offset (including the Agreement or Agreements, if any, under which the amounts owed arose). County shall then have 14 calendar days from the date of Agency's notice in which to request the deduction be made from other amounts owed to County by Agency and identified by County. Agency shall comply with County's request for alternate offset; unless the County's proposed alternative offset would cause the Agency to violate federal or state statutes, administrative rules or other applicable authority. In the event that Agency and County are unable to agree on which specific amounts owed to County by Agency the Agency may offset in order to recover the amount of the Underexpenditure or Misexpenditure, then the Agency may select the particular amounts from which it will recover the amount of the Underexpenditure or Misexpenditure, within the following limitations: Agency shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then Agency may look to any other amounts currently owing or owed in the future to County by Agency. In no case, without the prior consent of County, shall the Agency deduct from any one payment due County under the Agreement or agreement from which Agency is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. The Agency may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Misexpenditure. Consistent with Section 1.c(v)(d), nothing in this Section 1.c(iv) shall cause County to violate state or federal constitutions, statutes, regulations, rules or other applicable state or federal authority.

**(v) Additional Provisions related to parties rights/obligations with respect to Underexpenditures or Misexpenditures.**

- (a) Agency's right to recover Underexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.
- (b) If the exercise of the Agency's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- (c) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future Agreement with the Agency.
- (d) Nothing in this Agreement shall require County or Agency to act in violation of state or federal law or the Constitution of the State of Oregon.
- (e) Nothing in this Section 1.c shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

- (vi) **Modification of Award.** In the event of a modification in the amount of the Award pursuant to the terms of this Agreement, Agency shall provide written notice of such modification to County and provide County with a modified Award. After such notice, County shall not expend previously disbursed Award moneys in excess of the modified Award. County shall return any remaining disbursed funds in excess of the modified Award to the Agency within 30 calendar days of the noticed modification.

2. **County Representations.** County represents to Agency as follows:

- a. **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- b. **Due Authorization.** The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- c. **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- d. **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to Agency hereunder or in connection with the financial assistance provided to County hereunder are true and accurate in all materials respects.
- e. **Activities or Services.** The performance of each Activity will comply with the terms and conditions of this Agreement and meet the standards for such Activity as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Award and applicable Funding Area Description.
- f. **Cumulative Representations and Warranties.** The representations set forth in this Section are in addition to, and not in lieu of, any other representations or warranties set forth in this Agreement or implied by law.

3. **Agency Representations.** Agency represents to County as follows:

- a. **Organization and Authority.** Agency has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- b. **Due Authorization.** The making and performance by Agency of this Agreement (1) have been duly authorized by all necessary action of Agency and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Agency is a party or by which Agency may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Agency of this Agreement, other than approval by the Department of Justice if required by law.
  - c. **Binding Obligation.** This Agreement has been duly executed and delivered by Agency and constitutes a legal, valid and binding obligation of Agency, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
  - d. **Cumulative Representations and Warranties.** The representations set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided.
4. **Expenditure/Obligation of Award.** County may expend the financial assistance provided to County under this Agreement solely on Activities or Allowable Costs necessarily incurred in implementation of the Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement, whether in the applicable Funding Area Descriptions, special conditions identified in the Award, or otherwise):
- a. County may not expend and shall require all Providers by contract to not expend on any Activity any financial assistance provided to County under this Agreement in excess of the amount reasonable and necessary for quality performance of that Activity.
  - b. County may not expend and shall require all Providers by contract to not expend financial assistance awarded to County under this Agreement for a particular Funding Area (as reflected in the Award) on any Activities or Services other than Activities or Services falling within that Funding Area.
  - c. County may not use financial assistance provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to the effective date of this Agreement.
5. **Reports.** County shall prepare and deliver to Agency written reports on the expenditure of the financial assistance provided to County hereunder as Agency may reasonably request from time to time. The reports shall be prepared and submitted in accordance with the local JCP Plan prepared by County and approved in writing by Agency.
6. **Provider Agreements.** Except when the Funding Area Description requires Activities falling within that Funding Area to be provided or conducted by County directly or expressly provided in the Plan, County may expend financial assistance provided under this Agreement for a particular Activity to purchase services comprising that Activity from a third person or entity (a "Provider") through a contract (a "Provider Agreement"). County may permit a Provider to purchase services comprising an Activity, from another person or entity under a subcontract and

such subcontractors shall also be considered Providers for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the services. The Provider Agreement must be in writing and contain each of the provisions that must be included in a Provider Agreement under the terms of this Agreement or in order to permit County to comply with its obligations under this Agreement with respect to the Activities conducted by the Provider. County shall maintain an originally executed copy of each Provider Agreement at its office and shall furnish a copy of any Provider Agreement to Agency upon request.

7. **Provider Monitoring.** County shall monitor the use by Providers of .all Award funds distributed to such Providers. County shall advise all Providers of the requirements applicable to them and to the use of Award funds under this Agreement, state and federal laws, state and federal regulations, the provisions of other applicable contracts and any supplemental requirements imposed by the County. County shall require by contract that Providers comply with such requirements and satisfy Plan and other program goals related to their Award financing. County shall monitor relevant activities of Providers to ensure that Award funds are used for authorized purposes in compliance with such requirements and to determine whether Plan and other performance goals are being achieved. If findings/recommendations occur from such audits, or from other audits or other County monitoring with respect to Award funds, County shall issue management decisions to relevant Providers within 30 calendar days after receipt of such audit reports or generation of monitoring findings/recommendations and shall ensure that Providers take appropriate and timely corrective action. County also shall provide copies of such audit and monitoring findings/recommendations and of corresponding County management decisions to the Agency within thirty (30) days of County's deadline herein for issuing its respective management decision.

8. **Records Maintenance, Access and Confidentiality.**

- a. **Access to Records and Facilities.** The Agency, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County and all Providers that are directly related to this Agreement, the financial assistance provided hereunder, or any Activity for the purpose of making audits, examinations, excerpts, copies and transcriptions: County shall include this provision in all Provider Agreements and require all Providers to include this provision in all subcontracts. In addition, County shall permit, and require all Providers by contract to permit, authorized representatives of Agency to perform site reviews of all Activities of County or of Provider.
- b. **Retention of Records.** County shall retain and keep accessible and require all Providers by contract to retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the financial assistance provided hereunder or any Activity, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination of this Agreement. If there are unresolved audit or other questions at the end of the three-year period, County shall retain the records until the questions are resolved.
- c. **Expenditure Records.** County shall document and require all Providers by contract to document the expenditure of all financial assistance paid by Agency under this Agreement. Unless applicable federal law requires County or a Provider to utilize a different accounting system, County shall create and maintain and require all Providers



by contract to create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit Agency to verify how the financial assistance paid by Agency under this Agreement was expended.

**d. Confidentiality of Client Information.**

- (i) All information as to personal facts and circumstances obtained by the Contractor on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- (ii) The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Contract. Confidentiality policies shall be applied to all requests from outside sources.
- (iii) Agency, Contractor and any subcontractor will share information as necessary to effectively serve Agency clients.

**9. County Default.** In addition to the default provisions described in Section 11 of this Agreement (“County Default”), County shall be in default under this Agreement upon the occurrence of any of the following events:

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Plan;
- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by Agency to measure County performance hereunder, including without limitation, the conduct of Activities and or delivery of Services, the expenditure of financial assistance or the performance by County, is untrue in any material respect when made;
- c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such

proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

10. **Agency Default.** In addition to the default provisions described in Section 12 of this Agreement (“Agency Default”), Agency shall be in default under this Agreement upon the occurrence of any of the following events:

- a. Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by Agency herein or in any documents or reports made in connection herewith reasonably relied upon by County to measure performance by Agency is untrue in any material respect when made.

11. **Termination.**

a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to conduct Activities or provide Services in a particular Funding Area described in the Award:

- (i) At its sole discretion upon 30 days advance written notice to Agency, or
- (ii) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (iii) Upon 30 days advance written notice to Agency, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in reasonable exercise of its administrative discretion; or
- (iv) Immediately upon written notice to Agency, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. **Agency Termination.** Agency may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for a particular Funding Area described in the Award:

- (i) Upon 30 days advance written notice to County, if Agency determines, in its sole discretion, to end all or any portion of the financial assistance to County under this Agreement; or
- (ii) Upon 30 days advance notice to County, if Agency does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of Agency under this Agreement, as determined by Agency in the reasonable exercise of its

administrative discretion. Notwithstanding the preceding sentence, the Agency may terminate immediately upon written notice to County or at such other times as it may determine if action by the federal government, the Oregon Legislative Assembly or the Emergency Board reduces funding to be provided by Agency under this Agreement or the Agency's legislative authorization and the effective date for such reduction is less than 30 days from the date the action is taken.

- (iii) Immediately upon written notice to County if state or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that the Agency does not have the authority to provide financial assistance for one or more Funding Areas or no longer has the authority to provide the financial assistance from the funding source it had planned to use.
- (iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Agency may specify in the notice.
- (v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to conduct an Activity and or deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to conduct that Activity and or deliver the Service. This termination right may only be exercised with respect to the Funding Area impacted by loss of necessary licensure or certification.
- (vi) Immediately upon written notice to County, if Agency determines that County or any of its Providers have endangered or are endangering the health or safety of individuals.

## 12. Effect of Termination

- a. **Generally.** If Agency disbursements of financial assistance under this Agreement for a particular Funding Area are reduced under Section 1(a) and 1(b)(i) of Exhibit E, or as a result of Agency's exercise of its rights under this Exhibit E, or as a result of an amendment to this Agreement reducing the amount of financial assistance awarded for that Funding Area, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the disbursement reduction. Furthermore, County may, from and after the date of a disbursement reduction described in the preceding sentence, reduce or eliminate the quantity of Activities within that Funding Area commensurate with the size of the disbursement reduction for that Funding Area. Nothing in this Section 12(a) shall affect the County's obligations under this Agreement with respect to financial assistance actually received by County under this Agreement or with respect to Activities actually performed.
- b. **Entire Agreement.** Upon termination of this Agreement in its entirety, Agency shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not Agency has paid or disbursed to County all financial assistance described in the Award. Notwithstanding the foregoing, Agency shall make payments to reimburse County for services provided prior to the effective date of

termination where such services are authorized pursuant to this Agreement and are not disputed by Agency. County shall have no further obligation to perform activities or services under this Agreement after termination in its entirety except to provide information as required under this Agreement and to cooperate with Agency with respect to the enforcement of surviving rights and obligations under Subsection 12d.

- c. **Award for Individual Funding Area.** Upon termination of Agency's obligation to provide financial assistance under this Agreement for a particular Funding Area, Agency shall have no further obligation to pay or disburse any financial assistance to County under this Agreement for that Funding Area, whether or not Agency has paid or disbursed to County all financial assistance described in the Award for that Funding Area. Notwithstanding the foregoing, Agency shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency. County shall have no further obligation to perform services or activities under this Agreement within a particular Funding Area if Agency's obligation to provide financial assistance for that particular Funding Area has been terminated except to provide information as required under this Agreement and to cooperate with Agency with respect to the enforcement of surviving rights and obligations under Subsection 12d.
- d. **Survival.** Notwithstanding Subsection a. through c. above, termination of this Agreement shall not extinguish or prejudice Agency's right to enforce this Agreement in accordance with its terms with respect to financial assistance disbursed to County under this Agreement, or Activities conducted or Services performed, prior to the termination. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Agency's right to recover from County, in accordance with the terms of this Agreement, any financial assistance disbursed to County that is identified as an Underexpenditure or Misexpenditure. Termination of this Agreement, in whole or in part, shall not affect County's right to receive financial assistance to which it is entitled, as described above in Subsections a. through c. If a termination right set forth in this Exhibit E is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

- 13. **Modification of Award.** If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated, authorized or allotted to Agency for implementation of the Services described in this Agreement, Agency shall provide written notice of such a change to County. The parties shall negotiate an agreement to adjust County's levels of service in a commensurate amount and in proportion to the increase or decrease in the appropriation, authorization or allotment to the Agency. As appropriate, the parties shall execute an amendment to this Agreement reflecting the increase or decrease in the Award and adjustment in levels of service. Nothing in this section shall limit or restrict Agency's rights under this Agreement to suspend disbursement of financial assistance or to terminate this Agreement (or portion thereof as provided in this Exhibit E) as a result of a reduction in appropriations or allotments. This Section is not applicable to any funding change that requires a different or new service to be provided. Further, all parties agree that County may reduce, adjust or terminate levels of service commensurate with the amount of any reduction of money appropriated for implementation of the Plan, in accordance with Exhibit E, Section 1(b)(v) of this Agreement. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to Agency for approval in a format and timeline prescribed by Agency. Such Service Plan shall be effective no sooner than the effective date of the funding change.



14. **Resolution of Disputes over Additional Financial Assistance Claimed by County.** If after termination of this Agreement, County believes that Agency disbursements of financial assistance under this Agreement for a particular Funding Area are less than the amount of financial assistance that Agency is obligated to provide to County under this Agreement for that Funding Area, as determined in accordance with applicable financial assistance calculation methodology, County shall provide Agency with written notice thereof. Agency shall have 30 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If Agency notifies County that it wishes to engage in a dispute resolution process, County and Agency's Assistant Administrator shall engage in non-binding discussion to give Agency an opportunity to present reasons why it believes that it does not owe County any additional financial assistance or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If Agency and County reach agreement on the additional amount owed to County, Agency shall promptly pay that amount to County. If Agency and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, non-binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination of this Agreement under Section 15 below.
15. **Resolution of Disputes, Generally.** In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies available under this Agreement or otherwise available at law or in equity.

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Exhibit F Approved Budget Distribution - JCP Plan



**Juvenile Crime Prevention Plan  
2017-2019  
YouthThink “Do Something” Enhanced Project**

Wasco County, in collaboration with the community partners is requesting from the Youth Development Council the Juvenile Crime Prevention funds of \$34,155.00 for the focused prevention and intervention program “Do Something” within The Dalles Middle School. The program’s outcomes include increasing academic achievement, school attendance, and decreasing incidents of youth engaging in the use of controlled substances.

This project also continues to support the WEB Program© through The Dalles Middle School with ongoing project funding. The Dalles Middle School has three certified WEB Program leaders and is moving to implement the program with fidelity during the 2017-2018 school year. This program matches students coming into middle school with older students in healthy and supporting mentoring connections.

**Youth Program Quality Principles**

YouthThink is the promotion and prevention division of Wasco County Youth Services and as an entity YouthThink has been actively engaging in Positive Youth Development for over fifteen years. The structure of this program includes a leadership team completely led by teens from within our community. The teen collaborative includes current students from multiple education settings and young adults who care about our community. The Prevention Specialist at YouthThink is a trainer in several trauma-informed best practices including Youth Mental Health First Aid, QPR and Pocket Full of Feelings.

There are two key elements to this proposal that take the key elements of trauma-informed and implement them into all aspects of the service delivery. First is a one-day event focusing on building resiliency skills and recognizing risky behaviors for the eighth graders at The Dalles Middle School. The agenda for the day is developed with guidance from the Prevention Specialist to the Teen Council to include safety – physical, emotional, moral, and spiritual. The ongoing support and activities are all student led, but have trained and qualified mental health professionals available at all times.

**Target Audience:**

Wasco County continues to work in collaboration with North Wasco School District for the use of the Juvenile Crime Prevention funds. The target population for the 2017-2019 biennium is

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Fourth Grade – Wasco County, 610 Court St. The Dalles, Or. 97158 541-506-2672  
www.youththink.net

the eighth grade students at The Dalles Middle School. Over the past year referrals to the Wasco County Department of Youth Services have increased over 50% for incidents of possession of marijuana, and during this past school year The Dalles High School identified 43 students (over 22%) of the Freshman class struggled with attendance. This grant will focus on youth currently in the eighth grade and specifically reach out to youth with more than one risk domain for further involvement in the juvenile justice system. The two domains prioritized will be academic achievement and reducing use of controlled substances.

**Collective Impact Approach:**

(Our core implementation team will include representation from the following organizations) Wasco County YouthThink is the implementing agency for the Juvenile Crime Prevention funds. YouthThink is a division of Wasco County Youth Services and has been actively participating in a community-wide Collective Impact project focusing on engaging a youth-led collaborative with input, guidance and feedback from the following agencies and local partners:

- Local Youth – both current students and young adults serving as the decision leading Teen Council for this project
- Community volunteers (The Dalles City Council, parents, local non-profits)
- The Dalles Middle School
- North Central Public Health
- Oregon State University – Extension Services Wasco County
- Wasco County Youth Services
- Mid-Columbia Center for Living – Local Mental Health Organization
- Wasco County Sheriff's Office
- The Dalles Police Department

**Assessment tools to be utilized:**

The tool supporting the Juvenile Crime Prevention Funding will be captured through the JCP Risk Assessment 2006.1 – JJIS Version and will be completed by trained staff using the JCP Youth Questionnaire and the JCP Parent/Family Questionnaire. Ongoing training for staff will be completed by Wasco County Department of Youth Services, and updated using the training from [www.ojdda.org](http://www.ojdda.org). Approval for involvement in the program will be received by student's parents and releases of information will be collected prior to data collection. All data will be entered into JJIS as a school based referral and maintained in a separate Population Group for data collection for both the program and local evaluation.

In addition to the individual assessment tools required by the funding the project will also utilize the CRAFFT Screening Tool©. Here is a brief description of the CRAFFT from the Center for Adolescent Substance Abuse Research

The CRAFFT is a behavioral health screening tool for use with children under the age of 21 and is recommended by the American Academy of Pediatrics' Committee on Substance Abuse for use with adolescents. It consists of a series of 6 questions developed to screen adolescents for high risk alcohol and other drug use disorders simultaneously. It is a short,

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• YouthThink – Wasco County, 610 Court St. The Dalles, Or. 97158 541-506-2672 •  
[www.youththink.net](http://www.youththink.net)



effective screening tool meant to assess whether a longer conversation about the context of use, frequency, and other risks and consequences of alcohol and other drug use is warranted.

#### **Evidence Based and Research focused approaches**

Wasco County including YouthThink has been an active participant within the region implementing a trauma-informed community. All materials and programming will be based on practices and programming that further strengthens these partnerships. The following outlines the tools this program will use.

- Reaching Teens – Strength-Based Communication Strategies to Build Resilience and Support Healthy Adolescent Development – American Academy of Pediatrics
- Children’s Program Kit – SAMHSA
- Discovering Gifts in Middle School – TRIBES
- The Best of Building Assets Together
- The Asset Activist’s Toolkit – SEARCH Institute

#### **Planning Process**

Wasco County has focused the Juvenile Crime Prevention funding on school engagement issues since 2008 with the implementation of the Student Success through Truancy Reduction. This program became financially unsustainable with the reduction of Juvenile Crime Prevention funds. While keeping the intent of the funding toward increasing school success the opportunity to enhance a program already implemented within the school was identified as a key strategy. The Dalles High School Principal has repeatedly used the chronic absentee number of 43 freshmen during the 2016-2017 school year. This data is collected by the school’s attendance software. These 43 students make up over 22% of the total freshmen class. Utilizing local planning commissions Wasco County is able to articulate the gap in services and engagement to be at the transition point from The Dalles Middle School into The Dalles High School.

Using the data and focusing on Positive Youth Development the grant RFP was provided to the YouthThink Teen Council for their guidance. The Teen Council used data, community culture experience and promising practices to create this plan. They were able to review the continuum of services and chose to partner with existing strategies that focused on building resilience for the students of The Dalles Middle School preparing to transition to the high school.

The members of the Local Public Safety Coordinating Council that crossover to the YouthThink “Do Something” enhanced project includes Wasco County Commissioners, law enforcement, Department of Youth Services, Center for Living (behavior health and alcohol and drug services), North Central Public Health, and North Wasco County School District. The LPSCC meets on a bi-monthly basis and reviews both juvenile and adult information. Wasco County is one of the pilot projects with a new LPSCC Coordinator. The LPSCC will be invited and engaged in the “Do Something” enhanced project.

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*YouthThink – Wasco County, 810 Court St. The Dalles, OR 97158 541-506-2673  
www.youththink.net*

Wasco County is a rural county in North Central Oregon. The community is situated within a region of counties that have a long history of partnerships and collaborations. Through these partnerships Wasco County has access to services through Mid-Columbia Center for Living for both behavioral health and substance use/abuse counseling. The NORCOR Juvenile Detention Facility is located in Wasco County and offers both detention and alternatives to detention including electronic monitoring. Wasco County Youth Services participates with the Oregon Youth Authority in the Youth Reformation System and implements the predictive tools based on youth-specific needs to create case plans to best meet the needs and risks of each youth involved with the Department. Since 2011 Wasco County has been actively working with community partners to work more “upstream” to prevent youth from entering the justice system. This effort has been led largely by YouthThink – the promotion and prevention division – focusing on using youth voice to inform policies and practices.

#### **Data – Analysis of data for disparities**

In 2016 the number of referrals for first time possession of marijuana doubled – data obtained from JJIS. The schools also report anecdotally that use and involvement of marijuana is impacting the learning environment at the schools.

The referral rate for youth of color entering the juvenile justice system for calendar year 2016 was 18.2% of all youth, and 8.3% for youth entering for non-criminal offenses. While the statistical data does represent a disproportionate contact rate, Wasco County diligently works at reviewing policies and practices to ensure services are provided in the first language for both the youth and family members involved in supporting the youth’s success. Over the past few years Wasco County has experienced an increase in the number of females involved in the juvenile justice system. Many of these girls have experienced multiple events related to Adverse Childhood Experiences, and “Do Something” enhanced embraces the elements of a trauma-informed practice to build resiliency skills and make connections for girls.

The Teen Council of YouthThink has a diverse membership including race, ethnicity, gender and socio-economic backgrounds. This group is also reflective of the local cultural dynamics involving more subtle differences among cliques within The Dalles High School and the community.

#### **Population to be Served**

The program builds on the WEB Program®, a middle school orientation and transition program implemented in The Dalles Middle School. The WEB Program® is designed to help students transition into middle school and it has been found to increase academic achievement and school attachment. For the past three years the youth-led leadership team through YouthThink has hosted a one-day event for all students in the 8<sup>th</sup> grade focused on building skills and reducing risk factors by engaging youth in conversations about character development with youth mentors and community volunteers. The six hour event, “Do Something” is supported with ongoing involvement of YouthThink youth leaders throughout the school year. The JCP funds will support “Do Something” enhanced by identifying specific youth to participate in



expanded outreach, support and mentoring. The following methods and activities will be used for implementation.

- Youth are referred for additional involvement through two methods
  - Self-identified – using Positive Youth Development strategies, youth can opt-in for additional support at the end of the initial “Do Something” event.
  - Referred by school staff and or parents. Counseling staff at The Dalles Middle School are trained in the Juvenile Crime Prevention Assessment.
- Identified youth will participate in at least monthly youth development activities that will be coordinated by YouthThink Teen Leaders and The Dalles Middle School WEB Leaders utilizing Home Room and After-School time.
- Teen leaders will meet monthly with adult support to become mentors and assist in skill building approaches by utilizing the Reaching Teens - Strength-based communication strategies materials.

**Budget:**

The budget for the “Do Something” enhanced will augment the current program to ensure that students in the population to be served will be identified and engaged in the full array of services throughout the 2017-2018 school year. Each student will receive access to the broader “Do Something” event and the individual outreach and follow-up. The following is the basic funding budget for the JCP programming.

\$ 9,954	0.1 FTE for Staff Time during school calendar year. Staff supervision of Teen Council for planning and development of “Do Something” and supervision and mentoring of teens while working monthly with enhanced JCP population.
\$ 2,886	0.1 FTE benefits
\$ 4,000	20 dedicated participation slots for the “Do Something” Event.
\$11,000	Engagement supports for students identified through the “Do Something” enhanced program. This will include direct services and mentoring with teen council involvement and referrals through The Dalles Middle School for programs and services.
\$ 4,000	Support WEB Program for sixth and seventh graders The Dalles Middle School – maintaining the continuum of services and investments for the WEB program©
\$ 2,314	Transportation for “Do Something” event and follow-up gathering using North Wasco School District Transportation services.
<b>\$34,154</b>	<b>Total –</b> This budget supports a larger investment within Wasco County. The entire community has created partnerships to engage all youth in an enriched educational career.

Additional information

WASCO COUNTY

Thank you for reaching out with questions. The funding from the YDC does not cover the full cost of the program so I will answer your questions to the best of my ability.

- 1) The youth to be served through the "Do Something Enhanced" will be identified by The Middle School counselors. The counselors have been trained on using the JCP Risk Assessment tool and have enough knowledge of the students be able to accurately identify youth who need extra support for their academic and behavioral success. The students served will meet our definition of medium and high risk - with are higher thresholds than that of the YDC. We as a policy define medium risk as 9-14 risk factors and high risk as 14+ factors.
- 2) The outputs: 20 youth will be identified to receive enhanced services. The actual number of students impacted by "Do Something" will be much larger. For the purposes of the grant we will identify and work with 29 students individually through pre-work and post-peer mentoring.
- 3) Outcomes will be prevention from entering the juvenile justice system for a period of 12 months following the programming and reduction of recidivism or further penetration into the juvenile justice system for a period of 12 months.
- 4) Outcomes not measured through JJIS will include transition into The Dalles High School - and attending full time with no suspensions/expulsions for the first trimester following the program.

**Discussion Item**  
**Tooley Terrace Lien Satisfaction**

- [Recorded Assessment](#)
- [Gonzalez Satisfaction of Lien](#)
- [Johnston-Buchanan Satisfaction of Lien](#)
- [Sprenger Satisfaction of Lien](#)

MAY 25, 2004

THIS DOCUMENT IS BEING RE-RECORDED SO THAT  
EACH TAXPAYER AND FINAL ASSESSMENT IS INDEXED  
SEPARATELY.

THE ORIGINAL COUNTY COURT RESOLUTION WAS  
RECORDED JUNE 5, 2003 AS MF# 2003-3256.

KAREN LEBRETON COATS, WASCO COUNTY CLERK  
BY LINDA BROWN, CHIEF DEPUTY

Microfilm No. 20042596(12)

FILED  
WASCO COUNTY

2004 MAY 25 A 11:23

KAREN LEBRETON COATS  
COUNTY CLERK

STATE OF OREGON  
COUNTY OF WASCO

I certify that this document was received  
and recorded in the

CLERK'S OFFICE

Karen LeBreton Coats, County Clerk

A+T LC

records

Deputy

Recording

20042596(12)



2003256

## RESOLUTION

WHEREAS, the proposed Improvements have been completed at a cost of \$263,528.49, of which \$263,528.49 is to be divided and assessed among the properties, lots and tracts of land within the district, according to the method of assessment proposed in the approved report of the Engineer.

Section 1. Assessment. The cost of Tooley Terrace Road Improvements, assessable to properties, lots and tracts of land benefited within the Improvement district, is assessed upon each property, lot or tract in its



## 1 - RESOLUTION

20042596(12)

1 proportionate share of the total assessable project cost as set out in the  
2 assessment roll which follows:

3	<u>Name &amp; Address</u>	<u>Description</u>	<u>Final Assessment</u>
4			
5	Allan & Signe Tencer 12700 Riviera Place NE Seattle, WA 98125	2N 13E 17AB, Tax Lot 1100 Reference #1293	\$6,757.14
6			
7	David & Lucinda Schlager 4721 Adeline Way The Dalles, OR 97058	2N 13E 17AC, Tax Lot 200 Reference #1284	\$6,757.14
8			
9	Wayne Harmon 4551 Basalt Street The Dalles, OR 97058	2N 13E 17AC, Tax Lot 300 Reference #1308	\$0.00
10			
11	James Patton 4708 Simonelli Road The Dalles, OR 97058	2N 13E 17AC, Tax Lot 400 Reference #1307	\$6,757.14
12			
13	Harold & Hazel Davis 4724 Simonelli Road The Dalles, OR 97058	2N 13E 17AC, Tax Lot 500 Reference #1306	\$6,757.14
14			
15	Daniel Bartruff 4728 Simonelli Road The Dalles, OR 97058	2N 13E 17AC, Tax Lot 600 Reference #1305	\$6,757.14
16			
17	Peter Patricelli 1935 W. 28 <sup>th</sup> Avenue Eugene, OR 97405	2N 13E 17AC, Tax Lot 700 Reference #1304	\$6,757.14
18			
19	Virgil & Sandra Snow 1210 E. 13 <sup>th</sup> The Dalles, OR 97058	2N 13E 17AC, Tax Lot 800 Reference #1303	\$6,757.14
20			
21	Hollie Harrison P.O. Box 27 Condon, OR 97823	2N 13E 17AC, Tax Lot 900 Reference #1302	\$6,757.14
22			
23	Odysseus Enterprises LLC 101 SW Main #1800 Portland, OR 97204	2N 13E 17B, Tax Lot 300 Reference #1280	\$6,757.14
24			
25	Ted & Sandra White 17417 SE Rajessa Pl Portland, OR 97236-1095	2N 13E 17B, Tax Lot 400 Reference #1300	\$6,757.14
26			

Page

2 - RESOLUTION

20042596(12)

1			
2	Clifford Kendall	2N 13E 17BA, Tax Lot 800	\$6,757.14
3	% Mark Dix	Reference #1295	
4	10900 Forest Ave S.		
5	Seattle, WA 98178		
6	Andres & Jessie Gonzalez	2N 13E 17BD, Tax Lot 100	\$6,757.14
7	4723 Simonelli Road	Reference #1316	
8	The Dalles, OR 97058		
9	Samuel & Kathy Sprenger	2N 13E 17BD, Tax Lot 200	\$6,757.14
10	4725 Simonelli Road	Reference #1315	
11	The Dalles, OR 97058		
12	Tony Carothers	2N 13E 17BD, Tax Lot 300	\$6,757.14
13	5565 Mann Lane	Reference #1309	
14	The Dalles, OR 97058		
15	Tooley Water District	2N 13E 17BD, Tax Lot 400	\$6,757.14
16	4727 Simonelli Road	Reference #13758	
17	The Dalles, OR 97058		
18	Richard & Edith Pontow	2N 13E 17BD, Tax Lot 500	\$6,757.14
19	4727 Simonelli Road	Reference #1310	
20	The Dalles, OR 97058		
21	John & Janice Crompton	2N 13E 17BD, Tax Lot 600	\$6,757.14
22	4729 Simonelli Road	Reference #1311	
23	The Dalles, OR 97058		
24	John & Janice Crompton	2N 13E 17BD, Tax Lot 700	\$6,757.14
25	4729 Simonelli Road	Reference #1312	
26	The Dalles, OR 97058		
	David Hecht	2N 13E 17BD, Tax Lot 800	\$6,757.14
	503 S Dickinson St.	Reference #1314	
	Madison, WI 53703		
	Donald Goodenough	2N 13E 17BD, Tax Lot 900	\$6,757.14
	% John & Janice Crompton	Reference #1313	
	4729 Simonelli Road		
	The Dalles, OR 97058		
	Enuna Younglove	2N 13E 17BD, Tax Lot 1000	\$6,757.14
	c/o Bert & Thelma Younglove	Reference #1334	
	4826 SE 113 <sup>th</sup>		
	Portland, OR 97266		

Page

3 - RESOLUTION

20042596(12)



1	Dustin & Jenelle Arzino 4750 Simonelli Road The Dalles, OR 97058	2N 13E 17BD, Tax Lot 1100 Reference #1333	\$6,757.14
2			
3	Charles Johnson P.O. Box 1725 Pocatello, ID 83204	2N 13E 17BD, Tax Lot 1200 Reference #1326	\$6,757.14
4			
5	Jeffrey Johnston Carrie Buchanan P.O. Box 1245 Sisters, OR 97759	2N 13E 17BD, Tax Lot 1300 Reference #1332	\$6,757.14
6			
7			
8	Joseph Marshall % Ray Segale P.O. Box 16516 Seattle, WA 98116-0516	2N 13E 17BD, Tax Lot 1400 Reference #1331	\$6,757.14
9			
10	Joseph Marshall % Ray Segale P.O. Box 16516 Seattle, WA 98116-0516	2N 13E 17BD, Tax Lot 1500 Reference #1330	\$956.14
11			
12	Donnie Campbell c/o Bill Campbell 1423 NE 314 <sup>th</sup> Ave Washougal, WA 98671-9268	2N 13E 17BD, Tax Lot 1600 Reference #1329	\$6,757.14
13			
14	Donnie Campbell 1423 NE 314 <sup>th</sup> Ave Washougal, WA 98671-9268	2N 13E 17BD, Tax Lot 1601 Reference #1328	\$6,757.14
15			
16	Wayne Harmon Elizabeth Harmon 4551 Basalt St W The Dalles, OR 97058	2N 13E 17BD, Tax Lot 1800 Reference #1327	\$5,899.28
17			
18	First National Acceptance Co % Antone Dietz 4555 Basalt The Dalles, OR 97058	2N 13E 17BD, Tax Lot 1900 Reference #1325	\$6,757.14
19			
20	Richard Marick 14394 Middle Rock Creek LN Arlington, OR 97812	2N 13E 17BD, Tax Lot 2000 Reference #1324	\$6,757.14
21			
22	Richard & Beverly Francis 61499 Longview St. Bend, OR 97702	2N 13E 17BD, Tax Lot 2100 Reference #1320	\$6,757.14
23			
24			
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26			

Page

4 - RESOLUTION

20042596(12)

1	Richard & Beverly Francis	2N 13E 17BD, Tax Lot 2200	
2	61499 Longview St.	Reference #1321	\$6,757.14
3	Bend, OR 97702		
4	Larry & Susan Russ	2N 13E 17BD, Tax Lot 2300	
5	4540 Basalt	Reference #1323	\$6,757.14
6	The Dalles, OR 97058		
7	William & Gloria Doolittle	2N 13E 17BD, Tax Lot 2400	
8	315 11 <sup>th</sup> Ave E	Reference #1322	\$6,757.14
9	Seattle, WA 98102		
10	Jeffrey & Deborah Barrett	2N 13E 17BD, Tax Lot 2500	
11	4570 Basalt St W	Reference #1319	\$6,757.14
12	The Dalles, OR 97058		
13	Irlene Bentley	2N 13E 17BD, Tax Lot 2600	
14	Shirley Hafner	Reference #1318	\$6,757.14
15	4580 Basalt St. W		
16	The Dalles, OR 97058		
17	Wasco County	2N 13E 17BD, Tax Lot 2700	
18	511 Washington Street	Reference #1317	\$6,757.14
19	The Dalles, OR 97058		

**TOTAL FINAL ASSESSMENT**

**\$283,528.49**

Section 2. Docket Entry. Upon passage of this Resolution by the Wasco County Court, the County Clerk is instructed and directed to enter in the Docket of County Liens the following matters in relation to the assessments:

- A. The foregoing legal description of the property assessed.
- B. The name of the owner or owners or a statement that the owner is unknown.
- C. The sum assessed upon each lot or tract of land.
- D. The date of the docket entry.

////

Page

5 - RESOLUTION


20042596(12)

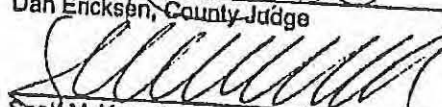


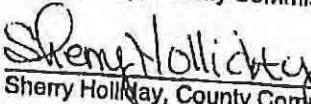
1 Section 3. Notices/Collection of Assessments. The Administrative Assistant  
2 to the County Court is hereby directed to give notice of the foregoing  
3 assessment by publication, which notice shall be substantially in the form of  
4 Exhibit 1 attached hereto and by this reference made a part hereof. At the  
5 time of the publication the County Treasurer/Tax Collector shall also cause a  
6 notice of collection of assessment to be mailed to the owner of each lot or  
7 tract of land at the owners last known address. The Treasurer/Tax Collector  
8 shall thereafter diligently proceed to collect the assessed amounts in the  
9 manner provided for by law.  
10

11 PASSED AND ADOPTED THIS 4th DAY OF JUNE, 2003.

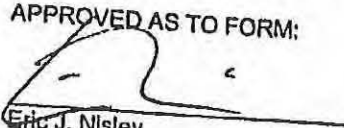
12 WASCO COUNTY COURT

13   
14 Dan Ericksen, County Judge

15   
16 Scott McKay, County Commissioner

17   
18 Sherry Holliday, County Commissioner

19 APPROVED AS TO FORM:

20   
21 Eric J. Nisley  
22 Wasco County District Attorney

23  
24  
25  
26  
Page

6 - RESOLUTION

20042596(12)

"EXHIBIT 1"

NOTICE OF COLLECTION OF ASSESSMENT

NOTICE IS HEREBY GIVEN that the Wasco County Court has heretofore assessed the cost of the Tooley Terrace Road Improvements, in Wasco County, Oregon, upon each lot, parcel and part thereof benefited thereby in the improvement district, with the proportionate share of that part of the cost of the improvement district, which assessment was on the 5<sup>th</sup> day of June, 2003, entered in the Docket of County Lens as follows:

Allan & Signe Tencer 12700 Riviera Place NE Seattle, WA 98125	2N 13E 17AB, Tax Lot 1100 Reference #1293	\$6,757.14
David & Lucinda Schlager 4721 Adeline Way The Dalles, OR 97058	2N 13E 17AC, Tax Lot 200 Reference #1284	\$6,757.14
Wayne Harmon 4551 Basalt Street The Dalles, OR 97058	2N 13E 17AC, Tax Lot 300 Reference #1308	\$0.00
James Patton 4708 Simonelli Road The Dalles, OR 97058	2N 13E 17AC, Tax Lot 400 Reference #1307	\$6,757.14
Harold & Hazel Davis 4724 Simonelli Road The Dalles, OR 97058	2N 13E 17AC, Tax Lot 500 Reference #1306	\$6,757.14
Daniel Bartruff 4728 Simonelli Road The Dalles, OR 97058	2N 13E 17AC, Tax Lot 600 Reference #1305	\$6,757.14
Peter Patricelli 1935 W. 28 <sup>th</sup> Avenue Eugene, OR 97405	2N 13E 17AC, Tax Lot 700 Reference #1304	\$6,757.14
Virgil & Sandra Snow 1210 E. 13 <sup>th</sup> The Dalles, OR 97058	2N 13E 17AC, Tax Lot 800 Reference #1303	\$6,757.14

Page

1 - NOTICE OF COLLECTION OF ASSESSMENT

20042598(12)

1	Hollie Harrison P.O. Box 27 Condon, OR 97823	2N 13E 17AC, Tax Lot 900 Reference #1302	\$8,757.14
2			
3	Odysseus Enterprises LLC 101 SW Main #1800 Portland, OR 97204	2N 13E 17B, Tax Lot 300 Reference #1280	\$8,757.14
4			
5	Ted & Sandra White 17417 SE Rajessa Pl Portland, OR 97238-1095	2N 13E 17B, Tax Lot 400 Reference #1300	\$8,757.14
6			
7	Clifford Kendall % Mark Dix 10900 Forest Ave S. Seattle, WA 98178	2N 13E 17BA, Tax Lot 800 Reference #1295	\$8,757.14
8			
9	Andres & Jessie Gonzalez 4723 Simonelli Road The Dalles, OR 97058	2N 13E 17BD, Tax Lot 100 Reference #1316	\$8,757.14
10			
11	Samuel & Kathy Sprenger 4725 Simonelli Road The Dalles, OR 97058	2N 13E 17BD, Tax Lot 200 Reference #1315	\$8,757.14
12			
13	Tony Carothers 5585 Mann Lane The Dalles, OR 97058	2N 13E 17BD, Tax Lot 300 Reference #1309	\$8,757.14
14			
15	Tooley Water District 4727 Simonelli Road The Dalles, OR 97058	2N 13E 17BD, Tax Lot 400 Reference #13758	\$8,757.14
16			
17	Richard & Edith Pontow 4727 Simonelli Road The Dalles, OR 97058	2N 13E 17BD, Tax Lot 500 Reference #1310	\$8,757.14
18			
19	John & Janice Crompton 4729 Simonelli Road The Dalles, OR 97058	2N 13E 17BD, Tax Lot 600 Reference #1311	\$8,757.14
20			
21	John & Janice Crompton 4729 Simonelli Road The Dalles, OR 97058	2N 13E 17BD, Tax Lot 700 Reference #1312	\$8,757.14
22			
23	David Hechl 503 S Dickinson St. Madison, WI 53703	2N 13E 17BD, Tax Lot 800 Reference #1314	\$8,757.14
24			
25	Donald Goodenough % John & Janice Crompton 4729 Simonelli Road The Dalles, OR 97058	2N 13E 17BD, Tax Lot 900 Reference #1313	\$8,757.14
26			

Page

2 - NOTICE OF COLLECTION OF ASSESSMENT

20042596(17)



1	Emma Younglove	2N 13E 17BD, Tax Lot 1000	\$6,757.14
2	c/o Bert & Thelma Younglove	Reference #1334	
3	4828 SE 113 <sup>th</sup>		
4	Portland, OR 97266		
5	Dustin & Jonelle Arzino	2N 13E 17BD, Tax Lot 1100	\$6,757.14
6	4750 Simonelli Road	Reference #1333	
7	The Dalles, OR 97058		
8	Charles Johnson	2N 13E 17BD, Tax Lot 1200	\$6,757.14
9	P.O. Box 1725	Reference #1326	
10	Pocatello, ID 83204		
11	Jeffrey Johnston	2N 13E 17BD, Tax Lot 1300	\$6,757.14
12	Carrie Buchanan	Reference #1332	
13	P.O. Box 1245		
14	Sisters, OR 97759		
15	Joseph Marshall	2N 13E 17BD, Tax Lot 1400	\$6,757.14
16	% Ray Segala	Reference #1331	
17	P.O. Box 16516		
18	Seattle, WA 98116-0516		
19	Joseph Marshall	2N 13E 17BD, Tax Lot 1500	\$956.14
20	% Ray Segala	Reference #1330	
21	P.O. Box 16516		
22	Seattle, WA 98116-0516		
23	Donnie Campbell	2N 13E 17BD, Tax Lot 1600	\$6,757.14
24	c/o Bill Campbell	Reference #1329	
25	1423 NE 314 <sup>th</sup> Ave		
26	Washougal, WA 98671-9268		
27	Donnie Campbell	2N 13E 17BD, Tax Lot 1801	\$6,757.14
28	1423 NE 314 <sup>th</sup> Ave	Reference #1328	
29	Washougal, WA 98671-9268		
30	Wayne Harmon	2N 13E 17BD, Tax Lot 1800	\$5,809.28
31	Elizabeth Harmon	Reference #1327	
32	4551 Basalt St W		
33	The Dalles, OR 97058		
34	First National Acceptance Co	2N 13E 17BD, Tax Lot 1900	\$6,757.14
35	% Antone Dietz	Reference #1325	
36	4555 Basalt		
37	The Dalles, OR 97058		
38	Richard Marick	2N 13E 17BD, Tax Lot 2000	\$6,757.14
39	14394 Middle Rock Creek LN	Reference #1324	
40	Arlington, OR 97812		
41	Richard & Beverly Francis	2N 13E 17BD, Tax Lot 2100	\$6,757.14
42	61499 Longview St.	Reference #1320	
43	Bend, OR 97702		

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3 - NOTICE OF COLLECTION OF ASSESSMENT

20042596(12)



1	Richard & Beverly Francis 61499 Longview St. Bend, OR 97702	2N 13E 17BD, Tax Lot 2200 Reference #1321	\$8,757.14
2			
3	Larry & Susan Russ 4540 Basalt	2N 13E 17BD, Tax Lot 2300 Reference #1323	\$8,757.14
4	The Dalles, OR 97058		
5	William & Gloria Doolittle 315 11 <sup>th</sup> Ave E	2N 13E 17BD, Tax Lot 2400 Reference #1322	\$8,757.14
6	Seattle, WA 98102		
7	Jeffrey & Deborah Barrett 4570 Basalt St W	2N 13E 17BD, Tax Lot 2500 Reference #1318	\$8,757.14
8	The Dalles, OR 97058		
9	Irene Bentley Shirley Hafner	2N 13E 17BD, Tax Lot 2600 Reference #1318	\$8,757.14
10	4580 Basalt St. W The Dalles, OR 97058		
11	Wasco County 511 Washington Street	2N 13E 17BD, Tax Lot 2700 Reference #1317	\$8,757.14
12	The Dalles, OR 97058		

13 Notice is hereby further given that the sum assessed upon any lot,  
14 parcel or part thereof, as set forth in this notice, is not paid in full by July 15,  
15 2003, or is not paid in annual installments to the County Treasurer, the  
16 County may thereafter proceed to foreclose the assessment lien upon said  
17 property according to law.

18  
19 Notice is further given pursuant to Oregon Law and County Policy,  
20 that the owner of any property so assessed shall file with the County  
21 Treasurer a written Property Owner Assessment Response Form to either  
22 pay said assessment in full or in 10 annual installments; the first payment  
23 being payable by July 15, 2003. The Property Owner Assessment Response  
24 Form shall be sent to all property owners and must be returned to the Wasco  
25 County Treasurer by June 30, 2003.  
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4 - NOTICE OF COLLECTION OF ASSESSMENT

20042596(12)

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DATED at The Dalles, Oregon, this 5<sup>th</sup> day of June, 2003.

Kathy McBride  
Kathy McBride, Administrative Asst.

PUBLISHED: June 8, 2003

Microfilm No. 20033258

FILED  
WASCO COUNTY

2003 JUN -5 A 10:51

KAREN LEBRON COATS  
COUNTY CLERK  
STATE OF OREGON  
County of Wasco, OR  
I certify that this document was received  
and recorded in the  
**DEED**  
Karan Lebron/County Clerk  
STATE OF OREGON  
A+T LC Recording

5 - NOTICE OF COLLECTION OF ASSESSMENT

CERTIFIED TO BE A TRUE AND CORRECT  
COPY OF THE ORIGINAL DOCUMENT  
FILED IN THE Deed  
RECORDS OF MY OFFICE  
KAREN LEBRON COATS, Wasco County Clerk  
By [Signature]  
Date 2/25/04 The Dalles, OR



20042596 (12)

MAY 25, 2004

THIS DOCUMENT IS BEING RE-RECORDED SO THAT  
EACH TAXPAYER AND FINAL ASSESSMENT IS INDEXED  
SEPARATELY.

THE ORIGINAL COUNTY COURT RESOLUTION WAS  
RECORDED JUNE 5, 2003 AS MF# 2003-3256.

KAREN LEBRETON COATS, WASCO COUNTY CLERK  
BY LINDA BROWN, CHIEF DEPUTY

Microfilm No. 20042597(12)

FILED  
WASCO COUNTY

2004 MAY 25 A 11:23

KAREN LEBRETON COATS  
COUNTY CLERK

STATE OF OREGON  
COUNTY OF WASCO  
I certify that this document was received  
and recorded in the  
records.  
Karen LeBreton Coats, County Clerk  
A+T LC Deputy

20042597(12)

After recording return to:

Wasco County Commissioners Journal  
c/o Wasco County Clerk's Office  
511 Washington Street, Suite 201  
The Dalles, OR 97058

### SATISFACTION OF LIEN

Notice is hereby given that Wasco County, a municipal corporation and political subdivision of the State of Oregon, has received payment in full from Andres & Jessie Gonzalez for assessment entered on the County's lien docket by Resolution, Microfilm No 2003-3256 and Microfilm No 2004-2506 the sum of \$6,757.14, which has been assessed against the following described real property:

Assessor's Map No. 2N 13E 17BD, Tax Lot 100, Reference Number 1316

The Wasco County Board of Commissioners acknowledges receipt of payment of the above-referenced lien in full, and does hereby release and discharge the above-referenced real property from the lien.

Dated this 16<sup>th</sup> day of August, 2017.

WASCO COUNTY  
BOARD OF COMMISSIONERS

APPROVED AS TO FORM:

\_\_\_\_\_  
Rod L. Runyon, Chair

\_\_\_\_\_  
Steven D. Kramer, Vice-Chair

\_\_\_\_\_  
Kristen Campbell  
Wasco County Counsel

\_\_\_\_\_  
Scott C. Hege, County Commissioner



STATE OF OREGON     )  
                                      ) §  
COUNTY OF WASCO     )

Personally appeared before me this 5<sup>th</sup> day of April, 2017, the above-named Rod L. Runyon, Wasco County Commissioner, Scott C. Hege, Wasco County Commissioner and Steven D. Kramer, Wasco County Commissioner, and acknowledged the foregoing instrument to be their voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires \_\_\_\_\_

After recording return to:

Wasco County Commissioners Journal  
c/o Wasco County Clerk's Office  
511 Washington Street, Suite 201  
The Dalles, OR 97058

### SATISFACTION OF LIEN

Notice is hereby given that Wasco County, a municipal corporation and political subdivision of the State of Oregon, has received payment in full from Jeffrey Johnston & Carrie Buchanan for assessment entered on the County's lien docket by Resolution, Microfilm No 2003-3256 and Microfilm No 2004-2607 the sum of \$6,757.14, which has been assessed against the following described real property:

Assessor's Map No. 2N 13E 17BD, Tax Lot 1300, Reference Number 1332

The Wasco County Board of Commissioners acknowledges receipt of payment of the above-referenced lien in full, and does hereby release and discharge the above-referenced real property from the lien.

Dated this 16<sup>th</sup> day of August, 2017.

WASCO COUNTY  
BOARD OF COMMISSIONERS

APPROVED AS TO FORM:

\_\_\_\_\_  
Rod L. Runyon, Chair

\_\_\_\_\_  
Steven D. Kramer, Vice-Chair

\_\_\_\_\_  
Kristen Campbell  
Wasco County Counsel

\_\_\_\_\_  
Scott C. Hege, County Commissioner

STATE OF OREGON     )  
                                  ) §  
COUNTY OF WASCO    )

Personally appeared before me this 5<sup>th</sup> day of April, 2017, the above-named Rod L. Runyon, Wasco County Commissioner, Scott C. Hege, Wasco County Commissioner and Steven D. Kramer, Wasco County Commissioner, and acknowledged the foregoing instrument to be their voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires \_\_\_\_\_

After recording return to:

Wasco County Commissioners Journal  
c/o Wasco County Clerk's Office  
511 Washington Street, Suite 201  
The Dalles, OR 97058

### SATISFACTION OF LIEN

Notice is hereby given that Wasco County, a municipal corporation and political subdivision of the State of Oregon, has received payment in full from Samuel & Kathy Sprenger for assessment entered on the County's lien docket by Resolution, Microfilm No 2003-3256 and Microfilm No 2004-2597 the sum of \$6,757.14, which has been assessed against the following described real property:

Assessor's Map No. 2N 13E 17BD, Tax Lot 200, Reference Number 1315

The Wasco County Board of Commissioners acknowledges receipt of payment of the above-referenced lien in full, and does hereby release and discharge the above-referenced real property from the lien.

Dated this 16<sup>th</sup> day of August, 2017.

WASCO COUNTY  
BOARD OF COMMISSIONERS

APPROVED AS TO FORM:

---

Rod L. Runyon, Chair

---

Kristen Campbell  
Wasco County Counsel

---

Steven D. Kramer, Vice-Chair

---

Scott C. Hege, County Commissioner



STATE OF OREGON     )  
                                      ) §  
COUNTY OF WASCO     )

Personally appeared before me this 5<sup>th</sup> day of April, 2017, the above-named Rod L. Runyon, Wasco County Commissioner, Scott C. Hege, Wasco County Commissioner and Steven D. Kramer, Wasco County Commissioner, and acknowledged the foregoing instrument to be their voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires \_\_\_\_\_

**Discussion Item**  
**VOCA Grant Application**

- [Victims of Crime Act Grant RFA](#)

# **OREGON DEPARTMENT OF JUSTICE**



**2017 - 2019**  
**VICTIMS OF CRIME ACT (VOCA)**  
**CRIMINAL FINE ACCOUNT (CFA)**  
**GENERAL FUND CHILD ABUSE MEDICAL ASSESSMENT**  
**(GFCMA)**

**NON-COMPETITIVE PROGRAM GRANT**  
**REQUEST FOR APPLICATION (RFA)**

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

## GRANT OPPORTUNITY SUMMARY

<b>Opportunity Type:</b>	Non-Competitive
<b>RFA Release Date:</b>	This solicitation released on August 4, 2017
<b>RFA Deadline:</b>	All applications are due by 11:59 p.m. PDT on <b>September 7, 2017</b> .
<b>Award Period:</b>	October 1, 2017 – September 30, 2019
<b>E-Grants Initiation:</b>	Each application will be initiated by CVSD and completed by the applicant.
<b>Matching Requirement:</b>	25% of the entire VOCA award. No other funding source in this application requires match.
<b>Application Teleconference Calls:</b>	August 10 & 22. See page 5 for details.
<b>Eligibility:</b>	<p>This Request for Applications (RFA) serves three purposes. First, to solicit applications from Prosecutor based Victim Assistance Programs (DAVAP), Child Abuse Intervention Centers (CAIC), and Special Population Victim Service Providers designated to receive VOCA non-competitive awards; second, to solicit CFA applications from DAVAPs, and third, to solicit applications from CAICs that are eligible for new General Fund Child Medical Assessment (GFCMA) awards. Applications will be accepted only from those agencies found in Appendices B-E: Allocations. <b>Note:</b> <i>This RFA process is not open to non profit domestic violence or sexual assault agencies.</i></p> <p><b>IN ADDITION: Prosecutor Based Victim Assistance Programs</b> are eligible for a new VOCA non-competitive Expansion Funding opportunity intended to pilot new and/or expand services to victims and reduce gaps in victim services across the state. CVSD has identified three Priority Focus Areas: (1) Victims of Juvenile Offenders, (2) Restitution, and/or (3) Community Corrections. Additional information on pages 16-17 of this RFA.</p>



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NOTE: Line item instructions for the application form may be found in E-Grants on the  
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### APPENDICES

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Appendix B .....	VOCA Grant Allocations
Appendix C .....	CFA Grant Allocation
Appendix D .....	Expansion Fund Allocation
Appendix E .....	GFCMA Fund Allocation

## SECTION I: GRANT APPLICATION RESOURCES

### A. RESOURCES FOR THIS APPLICATION

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

**The CVSD E-Grant Application Instructions** provides guidance for each line item in the application. The Instructions can be found in the top section of "View, Edit and Complete Forms" in the E-Grants VOCA/CFA Application.

**The CVSD E-Grant Applicant User Guide** can answer many questions about navigating the system. The Guide can be found in CVSD E-Grants at the welcome screen under "My Training Materials" and at: [https://www.doj.state.or.us/wp-content/uploads/2017/06/cvsd\\_egrants\\_applicant\\_user\\_guide.pdf](https://www.doj.state.or.us/wp-content/uploads/2017/06/cvsd_egrants_applicant_user_guide.pdf)

**VOCA Guidelines for Funding** are posted in the top section of "View Forms" in the E-Grants VOCA/CFA Application.

**CFA Guidance** for funding is available on the fund pages of the CVSD website: <https://www.doj.state.or.us/crime-victims/grant-funds-programs/criminal-fine-account-cfa-funding/>

**Sample Grant Agreements for VOCA and CFA** are available on the fund pages of the CVSD website. VOCA: <https://www.doj.state.or.us/crime-victims/grant-funds-programs/victims-of-crime-act-voca-assistance-fund/>  
CFA: <https://www.doj.state.or.us/crime-victims/grant-funds-programs/criminal-fine-account-cfa-funding/>

**Read ALL Instructions before completing the grant application.**

***Applications are due by 11:59 pm on  
Thursday, September 7, 2017.***

### **Timetable for Application Review and Grant Awards**

Date	Activity
August 4, 2017	Application Released
August 25, 2017	Requests for Changes/Amendments to the Application DUE
August 28, 2017	Final Changes/Amendments to the Application POSTED
Thursday, Sept 7, 2017	Application DUE at 11:59pm in E-Grants
September 2017	Application Review & Requests for Modifications
October 1, 2017	2017-2019 VOCA/CFA grant periods begin

## B. CVSD STAFF CONTACT INFORMATION

Fund Coordinator	Phone	E-mail
Cathy Relang	(503) 378-4476	<a href="mailto:Cathy.L.Relang@doj.state.or.us">Cathy.L.Relang@doj.state.or.us</a>
Mackenzie Gray	(503) 378-5647	<a href="mailto:Mackenzie.E.Gray@doj.state.or.us">Mackenzie.E.Gray@doj.state.or.us</a>
Diana Fleming	(503) 378-6260	<a href="mailto:Diana.L.Fleming@doj.state.or.us">Diana.L.Fleming@doj.state.or.us</a>
Becky Smith	(503) 378-6248	<a href="mailto:Rebecca.F.Smith@doj.state.or.us">Rebecca.F.Smith@doj.state.or.us</a>
Jeanette Ewald	(503) 378-6881	<a href="mailto:Jeanette.Ewald@doj.state.or.us">Jeanette.Ewald@doj.state.or.us</a>
Marjorie Doran	(503) 378-5059	<a href="mailto:Marjorie.Doran@doj.state.or.us">Marjorie.Doran@doj.state.or.us</a>
Christine Heyen	(503) 378-5303	<a href="mailto:Christine.p.heyen@doj.state.or.us">Christine.p.heyen@doj.state.or.us</a>
Diane Wehage	(503) 378-5052	<a href="mailto:Diane.Wehage@doj.state.or.us">Diane.Wehage@doj.state.or.us</a>
Grant Unit Manager	Phone	E-mail
Mike Maryanov	(503) 378-5307	<a href="mailto:mike.v.maryanov@doj.state.or.us">mike.v.maryanov@doj.state.or.us</a>
Grant Specialists	Phone	E-mail
Barb Clapper, ODSVS	(503) 378-5308	<a href="mailto:barbara.clapper@doj.state.or.us">barbara.clapper@doj.state.or.us</a>
Terri Johnson, VOCA	(503) 378-4548	<a href="mailto:Terri.R.Johnson@doj.state.or.us">Terri.R.Johnson@doj.state.or.us</a>
Alisha Goodwin, VAWA	(503) 378-6270	<a href="mailto:Alisha.Goodwin@doj.state.or.us">Alisha.Goodwin@doj.state.or.us</a>

### Mailing Address:

Oregon Department of Justice  
Crime Victims' Services Division  
1162 Court Street NE  
Salem, Oregon 97301-4096

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

Fund Coordinator	Phone	E-mail
Marjorie Doran	(503) 378-5059	<a href="mailto:Marjorie.Doran@doj.state.or.us">Marjorie.Doran@doj.state.or.us</a>

## C. AMENDMENTS TO THE APPLICATION

CVSD may amend this 2017-19 VOCA/CFA Non-Competitive Request for Applications by posting Amendment(s) on the CVSD E-Grants Forms Menu, immediately below this Request for Applications. Amendments will also be posted on the funding pages of the CVSD website:

<https://www.doj.state.or.us/crime-victims/grant-funds-programs/victims-of-crime-act-voca-assistance-fund/> and

<https://www.doj.state.or.us/crime-victims/grant-funds-programs/criminal-fine-account-cfa-funding/>

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

Any Applicant requiring an official clarification of a provision of this application may make a request for clarification in writing via email to the Fund Coordinators listed no later than **Friday August 25, 2017**. CVSD will promptly respond to each properly submitted request for clarification. Official requests for clarifications received after the date, may or may not be responded to at the sole discretion of CVSD.

CVSD may also informally respond to applicants' questions with responses that do not affect the provisions of the 2017-2019 VOCA/CFA Non-Competitive Request for Applications.

## D. VOCA/CFA NON-COMPETITIVE RFA TELECONFERENCE SCHEDULE

If you are completing the VOCA/CFA Non-Competitive Grant Application for the first time, you are **required** to attend one of the two informational teleconference sessions listed below. While these sessions are intended for individuals completing the application for the first time, both sessions will review the forms and highlight the changes in this application. Applicants may choose either date. No registration is necessary. Returning applicants are strongly encouraged to attend one of the two sessions, but are not required to.

Date	Time	Applicant Focus	Link
Thursday, Aug 10, 2017	1:30pm -3:00pm	Will address VOCA Expansion for DAVAP following this teleconference	<a href="https://oregondoj.webex.com/oregondoj/onstage/g.php?d=805061637&amp;t=h">https://oregondoj.webex.com/oregondoj/onstage/g.php?d=805061637&amp;t=h</a>
Tuesday, Aug 22, 2017	1:30pm– 3:00pm		<a href="https://oregondoj.webex.com/oregondoj/onstage/g.php?d=803888859&amp;t=h">https://oregondoj.webex.com/oregondoj/onstage/g.php?d=803888859&amp;t=h</a>

**Session 1** will include information regarding the Expansion Funding opportunity for Prosecutor Based Victim Assistance Programs immediately following the call. You are welcome to join in towards the end of the call.

**E-Grants Training:** If you need help navigating E-Grants, a recorded training webinar is available by contacting your CVSD fund coordinator.

## E. DEFINITIONS

**ACCESS TO SERVICES:** Means the degree to which a service is available to as many people as possible and the ability of people to benefit from a system or entity. To ensure meaningful access to services for all victims of crime across the State, programs must be able to appropriately respond to requests for assistance (e.g. completion of compensation claims, child abuse medical assessments, etc.). In addition, those agencies whose primary services are focused on a specific area of victim assistance must be able to directly link victims whose needs may be beyond their expertise to the appropriate community partner agency. Access to services is measured through the outcomes.

Access barriers for underserved, marginalized, oppressed communities and Tribal Nations may include: complexity of application process; administrative barriers; language, literacy and culture; transportation and logistical barriers (hours of operation, word of mouth communication can limit access for small and newer communities); climate of fear and mistrust.

Approaches to improving accessibility could include assistive technology, adaptive technology, primary language materials, interpretation services, mobility access, sight access, hearing access, transportation assistance, etc.

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

**CULTURAL PROFICIENCY:** Cultural proficiency is the ability to work with individuals or communities whose culture is different from one's own or the dominant culture of the agency. It is the knowledge that culture impacts an individual's perspective – how they view the world and others, how they relate to others, and how they perceive themselves. Cultural proficiency includes: respecting differences; relating to individuals as individuals (with an awareness of the influence of culture); genuine commitment to serve the individual's needs; and commitment to continuously learning about cultural differences, the cultures of others, and how culture influences each of us and our work together.

**FEDERAL VICTIM OF CRIME:** For the purposes of this program, a victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation. Federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.

**FISCAL OFFICER:** The person in the organization who is legally responsible for reporting on the financial activities of the organization. This person also makes sure that the fiscal records comply with Generally Accepted Accounting Principles (GAAP), VOCA and CFA guidelines and all other fiscal requirements as stated by CVSD.



## F. CVSD ADVISORY COMMITTEE

Name	Organization
Allison Cleveland	Executive Director, Oregon Anti-Violence Project
Barb Palicki	Citizen Representative, Former Director, Curry County CAIC
Chanpone Sinlapasai	Attorney at Law, M M Immigration Law Offices
Cheryl O'Neill	Liaison, Domestic & Sexual Violence Coordinator, DHS, Child Safety Unit
Debra Dority	State Support Unit Attorney, Oregon Law Center
Desiree Coyote	Program Manager, Confed. Tribes of the Umatilla Indian Reservation
Erin Ellis	Executive Director, Sexual Assault Resource Center
Justin Nelson	District Attorney, Morrow County District Attorney's Office
Kathryn Kelly	Program Manager, Catholic Charities, El Programa Hispano, UNICA
Kelsey LeBrun Keswani	Program Director, CASA, Vancouver, WA
Kim Larson	Director, Victim Assistance Program, Marion County District Attorney Office
Kris Billhardt	Citizen Representative, Former Director, Home Free at Volunteers of America
Lauri Stewart	Communication Officer and Policy Analyst, DHS
Letetia Wilson	Executive Director, Center Against Rape and Domestic Violence
Lynne Whiteman	Director, Victim Assistance Program, Benton County District Attorney Office
Merle Weiner	Phillip H. Knight Professor, University of Oregon
Michele Roland-Schwartz	Executive Director, Attorney General's Sexual Assault Task Force
Rebecca Orf	OJD Central Point of Contact/Retired Judge, Oregon Judicial Department
Shirley Didier	Victims' Rights Coordinator, CVSD, Retired
Steve Bellshaw	Deputy Chief, Salem Police Department
Sybil Hebb	Attorney, Oregon Law Center
Tawna Sanchez	Family Services Director, Native American Youth & Family Center
Vanessa Timmons	Executive Director, OR Coalition Against Domestic & Sexual Violence

## SECTION II: GRANT APPLICATION OVERVIEW

### A. INTRODUCTION & GRANT TERM

This document provides instructions and guidance for the application process and should be read in its entirety prior to completing forms on the CVSD E-Grants system. This application will be for a two-year grant cycle (2017-2019). CVSD reserves the right to request updated materials as necessary.

### B. BACKGROUND AND VALUES

CVSD continues to place emphasis on our key values which are:

1. **Access to services for all victims of crime throughout the state** and
2. **Stabilization of current resources, as much as possible**, to ensure quality and effective services.

### C. GENERAL ELIGIBILITY TO APPLY UNDER THIS REQUEST FOR APPLICATION

This Request for Applications (RFA) seeks applications only from Prosecutor Based Victim Assistance Programs, Child Abuse Intervention Centers (CAIC) and Special Population Providers designated to receive VOCA Non-Competitive sub-grant funds and Prosecutor Based Victim Assistance Programs designated to receive CFA Non-Competitive sub-grant funds. Applications will be accepted only from agencies that received a VOCA or CFA Non-Competitive grant during the award period of October 1, 2015 – September 30, 2017.

**Note:** *This RFA process is not open to non profit domestic violence or sexual assault agencies. A list of eligible applicants, and their fund coordinators, is found in Appendix C.*

### D. VOCA ELIGIBILITY REQUIREMENTS

Eligible applicants must submit a grant application demonstrating their compliance with the common requirements of this RFA. Eligible applicants must also demonstrate their compliance with the additional requirements specific to each of the grant funding sources from which they seek funding. Applicants should carefully review all specific fund eligibility requirements listed in this RFA.

1. Demonstrate a record of providing effective direct services to crime victims;
2. Meet program match requirements. Match must be derived from non-federal funds and must be used for VOCA eligible activities. Match is 25% of the federal amount received and can be in-kind or cash;
3. Utilize volunteers to provide or support direct victim services;
4. Promote coordinated public and private efforts to aid crime victims within the community;
5. Assist victims in seeking crime victim compensation benefits;
6. Provide services to crime victims, at no charge, through the VOCA-funded project;
7. Maintain required civil rights information;

8. Provide services to victims of federal crime on the same basis as victims of state crime;
9. Maintain the confidentiality of client-counselor information, as required by state and federal law; and
10. Maintain confidentiality of research information.

**In addition to the requirements listed on the previous page, all VOCA grantees are expected to:**

- Demonstrate program stability through:
  - a. Demonstrating a history of providing cost-effective direct services to victims of crime; and
  - b. Demonstrating a clear indication of support for applicant's services from one or more community agencies or organizations familiar with the needs of victims to be served, as well as the caliber of services provided by the applicant; and
  - c. Demonstrating financial support of at least 10% from at least one revenue source other than VOCA.
  - d. If an applicant cannot demonstrate stability as required and described by the previous paragraphs of this section, in order to be eligible for a VOCA award, the applicant must demonstrate that at least 25% of its financial support comes from non-federal sources.
- Meet the terms of the Certified Assurances and other federal rules regulating grants, including non-supplantation and the Certifications regarding lobbying, debarment, suspension and other responsibility matters, and drug-free workplace requirements; and
- Comply with VOCA program guidelines as written in the most recent version of the VOCA Grant Management Handbook, including any additional eligibility or service criteria as established by CVSD; and
- Comply with the Federal Funding Accountability and Transparency Act (FFATA) as described below.

## **E. CFA ELIGIBILITY REQUIREMENTS**

### **Statutory Requirements**

Under the Oregon Revised Statute Chapter 147.227, programs are to provide comprehensive services to victims of all types of crime in order to meet the eligibility criteria of the funds. The requirements under the Statute give service priority to serious crimes against persons as well as calls on victims' assistance programs to collaborate with community-based and government agencies to benefit victims. Victim service professionals are required to provide the *Core Services* listed below. Each eligible applicant will be required to submit a signed ***Certificate of District/City Attorney and Program Director*** form certifying that the county/city program meets all of the requirements cited in ORS Chapter 147.227. The certification form should be downloaded from E-Grants, signed and uploaded as directed in E-Grants on **Form L: Uploads**.

1. Inform victims, as soon as practicable, of the rights granted to victims under Oregon law;
2. Advocate for victims of serious person crimes as they move through the criminal justice system and advocate, when requested, for all other victims of crime;
3. Involve victims, when practicable or legally required, in the decision-making process in the criminal justice system;
4. Ensure that victims are informed, upon request, of the status of the criminal case involving the victim;
5. Assist victims in preparing and submitting crime victims' compensation program claims to the Department of Justice under ORS 147.005 to 147.367;
6. Assist victims in preparing restitution documentation for purposes of obtaining a restitution order;
7. Prepare victims for court hearings by informing them of the procedures involved;
8. Assist victims with the logistics related to court appearances when practicable and requested;
9. Accompany victims to court hearings when practicable and requested;
10. Encourage and facilitate victims' testimony; and
11. Inform victims of the processes necessary to request the return of property held as evidence.

## **F. CVSD REQUIREMENTS**

### **1. EFFECTIVE SERVICES**

Applicants applying for VOCA funds will be able to provide the services and meet the eligibility criteria requirements as described in Section II.D. Applicants applying for CFA funds will provide the core services described in Section II.E. and meet all of the eligibility criteria of the CFA funds per ORS 147.227 and OAR 137-078-0010.

### **2. ACCESS TO EFFECTIVE SERVICES**

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

### **3. GOOD FISCAL MANAGEMENT**

Applicants will be able to maintain adequate funding, keep financial records and comply with grant reporting requirements. Applicants with deficiencies in timely and accurate reporting in previous grants may receive conditional grants and be required to submit additional information addressing those deficiencies before a grant is awarded.

**4. ABILITY TO PROVIDE MATCHING FUNDS FOR VOCA FUNDS**

Matching grant funds is a requirement of VOCA. Please refer to the CVSD website <https://www.doj.state.or.us/crime-victims/grant-funds-programs/victims-of-crime-act-voca-assistance-fund/> for specific information regarding match.

**5. FINANCIAL, STATISTICS AND OUTCOME REPORTING**

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

**6. COMPLIANCE WITH RELEVANT FEDERAL AND STATE LAWS (CIVIL RIGHTS, ADA, ETC.)**

By submitting an application, applicants will signify their intent to comply with relevant federal and state laws, as appropriate, including but not limited to the Civil Rights Act and the Americans with Disabilities Act (ADA) and the Federal Funding Accountability and Transparency Act (FFATA) of 2006.

- a. Federal Funding Accountability and Transparency Act (FFATA) of 2006.** As of January 1, 2009, all recipients of Federal VOCA funds, and their sub-contractors, must comply with the FFATA of 2006. The Transparency Act requires the federal government to have a single, searchable website. This website must be accessible by the public without cost, for each federal award of \$25,000 or more over the life of any sub-award (i.e. VOCA grant award period). In order to satisfy this requirement, fund sub-recipients are required to have a DUNS number and to maintain a current registration in the System for Award Management (SAM) (formerly CCR). Prior to a grant agreement being issued from this application, all programs meeting this criteria requirement must provide proof of a current SAM to CVSD. For details regarding DUNS and SAM registration, see the Application Instructions.
- b. Insurance Requirements.** Applicants are required to obtain and maintain Worker's Compensation and General Liability insurance and other insurance as specified in the Grant Agreement. CVSD is no longer requiring the submission of Certificates of Insurance.
- c. Racial and Ethnic Impact Statement.** Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons<sup>1</sup> in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.  
The application includes the form and a guidance document that includes sample language for fulfilling this requirement.



- d. **Civil Rights Requirements.** The CVSD webpage, <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>, provides information and links that will assist grantees in complying with three mandatory federal processes. These include:
- Civil rights laws and regulations prohibiting discrimination in federally assisted programs or activities;
  - Limited English Proficiency (LEP) guidelines; and,
  - Equal Employment Opportunity Plans (EEO). Non-profit organizations and Tribal Nations are exempt from the EEO requirements, but must complete the EEO form included as a Grant Agreement Exhibit.

These processes include notification of nondiscrimination policy, responding to discrimination complaints, and civil rights training and are required of recipients of VOCA funding through CVSD.

Civil Rights Training Certification is required to be updated every two years and uploaded in E-Grants before the grant agreement is signed.

## **7. CONFIDENTIALITY POLICIES AND/OR PROCEDURES**

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

## **8. DEMONSTRATED COMMUNITY SUPPORT**

Applicants will begin or maintain their involvement in coordinated community public and private efforts to aid crime victims. Coordination and collaboration may include, but is not limited to, serving on state, federal, local or Native American task forces, commissions, working groups, coalitions and/or multi-disciplinary teams. Coordination and collaboration efforts also include developing written agreements that contribute to better and more comprehensive services to crime victims.

## **9. PLANNING**

The planning process for an agency/program is a way to clearly define the purpose of the agency/program, establish realistic goals and objectives, and identify needs and appropriate services for the community(ies) being served. The process should include input from victims and from applicants' community partners. Ideally, a thorough planning process will include both internal agency planning, as well as external community-wide planning. CVSD recognizes that the willingness of partners to collaborate and resources supporting that collaboration vary from community to community. CVSD strongly urges programs to go through this process. Applicants will discuss their planning process(es) in greater depth during site visits, including how input

from victims and community partners is included. CVSD will provide technical support to applicants upon request and to the extent possible.

## **10. TRAINING REQUIREMENTS**

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

## **G. AWARD AMOUNTS**

Please see **Appendix B** for your program's 2017-2019 VOCA funding amount **Appendix C** for your program's 2017-2019 CFA funding amounts, **Appendix D** for your program's 2017-2019 DAVAP Expansion funding amounts, and **Appendix E** for your program's 2017-2019 GFCMA funding amounts. Funding amounts are based on current funding levels. **The tables in Appendix B and C list the annual VOCA and CFA allocations.** The Year 2 allocations, for the purposes of this application, are based on the Year 1 funding levels.

**Prosecutor Based Victim Assistance Programs** are eligible for an Expansion allocation of non-competitive VOCA funding intended to pilot new and or expand services to victims and reduce gaps in victim services across the state. CVSD has identified three Priority Focus Areas: Victims of Juvenile Offenders, Restitution, and Community Corrections

*Note: Grant awards will be made on the condition that sufficient federal VOCA funds and state CFA funds are allocated to the State. All awards will be adjusted to account for any increases or decreases in funding issued to the State.*

### **A. Timely Completion of Grant Award Documents**

All grant awards are made conditional upon the timely completion of grant award documents. Funds are not considered obligated and will not be transferred until all required grant award documents have been signed by an applicant and by the Department designee. If grant award documents are not completed by an applicant within three months of the notice to the applicant of the intended award, CVSD may withdraw the award and have the authority to reallocate the funds that were conditionally awarded to the applicant.

- Before the CVSD will issue an award or release a payment, reports for all existing grants issued by that Department must be completed. The CVSD schedule is available at: <https://www.doj.state.or.us/crime-victims/for-grantees/reports-and-publications/>

## **B. Incomplete or Nonconforming Applications**

CVSD may reject grant applications pursuant to this RFA that they determine to be late, incomplete or nonconforming. CVSD also may reject grant applications where applicants fail to provide timely, satisfactory clarifications or supplemental information when requested by CVSD.

## **C. Conditional Awards**

1. All grant agreements issued by CVSD include requirements that must be satisfied by both parties to the agreement. In addition, CVSD may include additional conditions when circumstances exist that require a further showing of applicant's ability to successfully manage an award. Examples of such additional conditions include, but are not limited to a requirement of more frequent reporting to assure timeliness and accuracy, or additional reports to document that grantee is successfully addressing an area of concern. When additional conditions are included in a grant agreement, the grantee's failure to satisfy those conditions shall be governed by the default and termination provisions included in the agreement.
2. The applicant will be notified that the applicant's award will be finalized and grant award document executed only if the conditions are satisfied in a timely manner. The notice shall specify the conditions to be satisfied by the applicant and the date by which each condition must be satisfied. If the conditions are satisfied within the prescribed time frame, the award will be finalized and award documents can be executed. Applicants who do not satisfy award conditions by the date specified shall be notified in writing that the conditions have not been satisfied and the conditional award has been withdrawn.

## **D. Payment of Awards**

All payments are contingent upon funds being appropriated and available for distribution.

- A. **VOCA** grant award payments are quarterly and made on a reimbursement basis, meaning that grant funds are paid to grantee agencies after expenditures have been made. Payments to grantees are made when CVSD receives a Quarterly Financial Report accompanied by all required quarterly and/or semi-annual reports due for that period. Sample language as to the payment of VOCA awards and the conditions precedent to payment are included in the sample CVSD VOCA Grant Agreement which can be viewed on the CVSD website.
- B. **CFA** grant award payments are made prospectively on a quarterly basis and not on a reimbursement basis. The first payment will be made upon the completion of required grant documents, including execution of the CVSD CFA Grant Agreement. Subsequent payments to Subgrantees are made when CVSD receives a Quarterly Financial Report form and all required accompanying

reports. Sample language as to the payment of CFA awards and the conditions precedent to payment are included in the sample CVSD CFA Grant Agreement which can be viewed on the CVSD website.

- C. **GFCMA** grant award will be made in 2 annual lump sum payments, not on a reimbursement basis. The first payment will be made upon completion of required grant documents, including the execution of the DOJ CVSD VOCA CFA Grant Agreement.

## SECTION III: INFORMATION SPECIFIC TO VOCA EXPANSION FUNDING FOR PROSECUTOR VICTIM ASSISTANCE PROGRAMS

In an effort to expand services to victims and reduce gaps in victim services across the state, CVSD is offering a New Funding Opportunity to **Prosecutor Based Victim Assistance Programs** with the 2017-2019 VOCA/CFA Non-Competitive Grant. This additional funding opportunity is to compliment your non-competitive VOCA funds with the intent of enhancing advocacy services. All services and activities proposed by the applicant and all costs incurred by VOCA funded projects must be allowable under VOCA's Federal Program Guidelines.

This Expansion funding is available for the 2017-2019 biennium, similar to a competitive project. Victim Assistance Programs who are successful in piloting a sustainable program in one or more of the priority focus areas using the Expansion funds, will have an opportunity to apply for VOCA Competitive funds at a future date.

If a Program elects to apply for this Expansion funding opportunity, CVSD has identified three priority areas in which the funding must be used to support Prosecutor Based Victim Advocates for:

### 1. Victims of Juvenile Offenders

Example of service may include, but is not limited to:

- Supporting crime victims who are navigating the Juvenile Justice System (formal and informal juvenile justice processes).

Please see the juvenile department toolkit for additional information that might be helpful. <https://www.doj.state.or.us/crime-victims/for-grantees/juvenile-department-community-justice-toolkit/>

### 2. Restitution

Example of service may include, but is not limited to:

- Assisting crime victims with the tracking and collection of documentation to support timely requests for Restitution.

### 3. Community Corrections

Examples of service may include, but are not limited to:

- To provide concurrent post-adjudication advocacy services to victims of crime with Community Corrections (non-duplication of services). To provide notification of and/or accompaniment to probation violation hearings.



In order to ensure victim rights are being effectively asserted, each program is encouraged to collaborate with other agency/departments to support the priority areas. The Applicant is encouraged to have an Inter-Agency Agreement (IAA) or Memorandum of Understanding (MOU) between the responsible agencies that will clearly articulate the roles, responsibilities and timelines of this project, while also identifying a recognized and agreed upon mechanism of communication and documentation of victim rights (including outreach attempts, actual contact and communication with crime victims).

PLEASE NOTE: VOCA funds are not to be used to provide services to offenders.

#### SECTION IV: INFORMATION SPECIFIC TO GENERAL FUND CHILD ABUSE MEDICAL ASSESSMENT FOR CHILD ABUSE INTERVENTION CENTERS

For the 2017-19 biennium, the Oregon Legislature appropriated to the Oregon Department of Justice \$500,000 of general funds, in addition to any other appropriation, for child abuse medical assessments. This is a **one time** allocation with no guarantee of ongoing funding in future biennia. According to ORS 418.782(2) “Child abuse medical assessment” means an assessment by or under the direction of a licensed physician or other licensed health care professional trained in the evaluation, diagnosis and treatment of child abuse. It includes the taking of a thorough medical history, a complete physical examination and an interview for the purpose of making a medical diagnosis, determining whether or not the child has been abused and identifying the appropriate treatment or referral for follow-up for the child.

These funds have been apportioned to eligible Child Abuse Intervention Centers to help cover the costs associated with provision of these services and should be used by the centers for that purpose and in accordance with state fiscal regulations. These funds are allocated according to a similar formula used by CVSD for allocation of all other noncompetitive grant funds for child abuse intervention and are not intended to reduce any other contributions to covering the costs of medical assessments. There will be **no grant reporting requirements** associated with the GFCMA funds.

## SECTION V: GENERAL APPLICATION GUIDELINES

The following instructions are intended to guide the applicant in completing the 2017-2019 VOCA/CFA Non-Competitive Grant Application for all eligible programs for the period **October 1, 2017 – September 30, 2019**. See the E-Grants Application Instructions on the View Forms Menu for detailed line-by-line assistance.

### Key Things to Remember:

- After saving a form, if there are errors, CVSD E-Grants will provide messages at the top of the page directing the applicant to the errors on the form.
- The E-Grants system will not allow an application to be submitted with error messages on any form within the application.
- Required fields have an asterisk (\*), however, depending on the application other fields may need to be completed as well.
- Remember to click **“Save”** frequently to save the information you have entered. The system will not save information if you go to the next page without saving. **Click on “Save” every time you think of it.** Do not wait to complete the page before saving.
- For radial button selections, click once to mark or change your selection, double-click to remove the selection completely.
- An applicant may want to consider completing narrative sections in a word processing program and pasting it into the appropriate section. Because the text boxes have limited character counts, using the character-counting tool in a word processing program when creating your response may be helpful. Please see the “Application Form Completion: Copy and Paste” section of the CVSD E-Grant Applicant User Guide for additional information on this topic.
- Remember to have a person, other than the writer of the grant, review the application.

### A. E-GRANTS SUBMISSION

Applications will be completed and submitted entirely through the CVSD E-Grants system. The Forms section in E-Grants is where the vast majority of the work for an application is completed along with the uploading of specifically requested documents. All forms must be complete with no error messages prior to the application being submitted.

### B. TECHNICAL ASSISTANCE

1. Application Instructions are attached on the View Forms page.
2. The CVSD E-Grant Applicant User Guide is available in “My Training Materials” on the top menu bar;
3. Contact your fund coordinator (contact information listed on page 4) for assistance with the application contents; and
4. Contact the Agate Software Help Desk for system technical assistance, which is available: Monday – Friday 5am to 5pm, Pacific Standard Time, at 1-866-449-1425 or Email [azhelpdesk@agatesoftware.com](mailto:azhelpdesk@agatesoftware.com).

### **C. DEADLINE**

Applications must be submitted electronically through the CVSD E-Grants system. **The application is due on Thursday, September 7 , by 11:59 p.m.**, Pacific Standard Time. The application will not be accessible after the above mentioned time. **It is important to note that once an application is submitted it will enter into a “read-only” status and cannot be changed.** For instructions on submitting your application, see the CVSD E-Grant Applicant User Guide.

### **D. REQUIRED FORMS**

All required documents for this application can be found in CVSD E-Grants. Please DO NOT attach or upload any documents that have not been requested unless directed by CVSD. The CVSD E-Grants system allows the applicant to check the status of each form and see when the particular form was first created and last modified. As each form is saved, the system will inform the applicant if there are errors. An applicant will be unable to submit the application until the errors are corrected in the application.

### **E. COMPLIANCE WITH GRANT REQUIREMENTS**

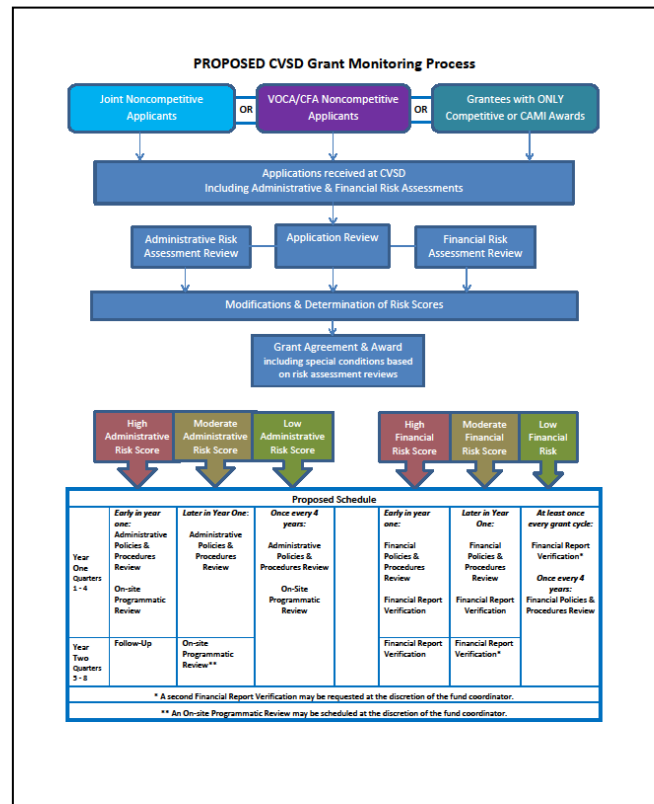
By submitting an application, an agency agrees to comply with all CVSD grant agreement requirements.

## SECTION VI: MONITORING, REPORTING, AND FINANCIAL REQUIREMENTS

### A. GRANT MONITORING

CVSD will monitor each grantee receiving VOCA and CFA funds. The objective of monitoring is to support program development, provide technical assistance, and assure that the grantee is: a) providing services as described in this RFA and grant agreements; b) spending grant funds as agreed; c) working towards funding objectives; and d) following appropriate fiscal procedures.

CVSD monitoring includes financial and administrative risk assessments, one or more financial report verifications, policy and procedure reviews, and on-site visits. The process flow chart is available [here](#).



### B. DEFAULT

All CVSD grant agreements provide that grantees who fail to meet any of the reporting requirements included in this section (financial, narrative, and/or statistical) shall be considered to be in default under the agreement. In such a case CVSD has the right to end the grant. CVSD may also reduce the award proportionately to the period for which reports were not submitted in a timely manner.

### C. FINANCIAL REPORTING REQUIREMENTS

1. Grantees must submit separate Quarterly Financial Reports for each fund received, as found on E-Grants and as described in the sample CVSD Grant Agreements for VOCA and CFA.
2. In addition to any specified conditions, grant recipients must adhere to the financial guidelines set forth in the fund-specific CVSD Grant Agreement.

\*There are NO financial reporting requirements for the General Fund Child Abuse Medical Assessment award.

## **D. NARRATIVE & STATISTICAL REPORTING REQUIREMENTS**

### **1. NARRATIVE REPORTING REQUIREMENTS**

There will be two (2) annual reports submitted under this RFA. They will be due October 31, 2018 for Year 1 of the grant and October 31, 2019 for Year 2 of the grant and will be submitted as a part of the Progress Reports in E-Grants. Additionally, all grantees will complete a Progress Report each quarter. VOCA grantees will complete an annual narrative report in the OVC PMT website.

### **2. STATISTICAL & PERFORMANCE MEASURE REPORTING REQUIREMENTS**

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

- A. **VOCA** grantees are required to report statistical data on a quarterly basis in the OVCPMT. The OVCPMT sub-grantee performance report can be found by clicking [here](#).
- B. **CFA** grantees are required to report statistical data on a quarterly basis on the Progress Report in E-Grants.

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

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

## **E. COMMON OUTCOME MEASURES & COLLECTING CLIENT FEEDBACK**

- A. **All VOCA grant recipients** are required to collect feedback on services provided using the currently prescribed common outcome measures listed below. The client feedback will not be tied to the specific, VOCA funded project, but rather to all victim services provided by the program. Programs are asked to collect client feedback from at least 10% of appropriate clients with the goal of a 90% positive response.



- B. Grantees are only obligated to survey appropriate clients, and should specify which clients will be surveyed via an internal, agency policy. For example, no clients in crisis would be appropriate, whereas clients receiving follow-up services may be more appropriate. Programs may use client feedback forms already in use in their agency.
- C. All programs are required to include the following measure that will be common across all VOCA funded programs:

*“The program provided me with services that helped me make informed choices about my situation.”*

In addition, programs must ask the following appropriate two discipline specific measures:

For programs serving **all types of victims of crime** (including Prosecutor Based Victim Assistance Programs):

1. As a result of the information I received from the Victim Assistance Program, I better understand my rights as a victim of crime.
2. The information given to me by the Victim Assistance Program helped me better understand the criminal justice system process as it relates to my case.

For programs serving primarily **victims of child abuse**:

1. The program staff treated my family with sensitivity and respect.
2. The program staff was supportive in helping me to access recommended treatment services for my child and family.

- D. All grantees receiving VOCA funds are required to complete and submit the CVSD Common Outcome Measures reporting form in CVSD E-Grants
- E. CVSD reserves the right to adjust or modify these measures and target outcomes, as well as the procedures and/or forms for collecting the information. If adjustments are required, grantees will be given reasonable notice in order to have time to make required changes.

## **F. SCHEDULE FOR REQUIRED REPORTS**

The complete reporting schedule for all CVSD grants is available at

<https://www.doj.state.or.us/crime-victims/for-grantees/reports-and-publications/>

## **G. UNSPENT FUNDS & THE DE-OBLIGATION OF GRANT FUNDS**

Grant awards for the period October 1, 2017 – September 30, 2019 will not be extended beyond the two year award period.

1. **VOCA:** The VOCA grant Agreement provides that grant funds not expended within the grant term shall be deobligated and returned to CVSD. To the extent practicable and within its discretion CVSD will reobligate such funds based on the allocation formula, taking into consideration factors including: the amount of funds deobligated; the timing of the deobligation; and the alternatives for reobligating the funds. *To avoid deobligation of grant funds, applicants should consider redirecting funds in a timely manner as directed in the most recent version of the VOCA Grant Management Handbook.*
2. **CFA:** If a CFA-funded Program does not expend all of its allocated funds for the period of time described in the grant, the Administrator may permit a Program to retain some or all the funds for use in a subsequent grant. The Program will be required to demonstrate how those monies will be incorporated into the next year's Program. (OAR 137-078-0015 (7)).

## SECTION VII: SUBMISSION INFORMATION

**Non-Competitive VOCA/CFA grant applications must be submitted electronically through the CVSD E-Grants system.** Applications will only be accepted through the CVSD E-Grants system. The application is due on:

**Thursday, September 7, 2017  
by  
11:59 p.m., Pacific Standard Time**

For instructions on how to submit your application, please review the “Submitting your Application” section of the CVSD E-Grants Applicant User Guide. Please give yourself enough time to negotiate computer difficulties.

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

## SECTION VIII: REVIEW OF APPLICATION AND RESERVATION OF RIGHTS

### **A. APPLICATION REVIEW PROCESS**

This is a non-competitive process. Applications will be funded if they sufficiently meet the eligibility requirements.

Applications will be reviewed by CVSD staff. In addition to the application, staff may review program financial and service information, site visit and other relevant information, including reporting for grants active from 2007 through the present. CVSD staff may seek guidance from funding advisory bodies on specific applications.

CVSD may seek clarification from applicants on an application, including asking for additional information, and may negotiate additional changes with an applicant.

### **B. RESERVATIONS OF RIGHTS**

CVSD reserves the right to:

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

## SECTION IV: REVIEW OF REWARD DECISIONS

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



## APPENDIX A : TRAINING REQUIREMENTS FOR STAFF, VOLUNTEERS, INTERNS, AND LEADERS

### A. STAFF

All recipients of VOCA and CFA funds must ensure that staff providing direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations will successfully complete the Oregon Basic State Victim Assistance Academy (SVAA) training during the first year of the VOCA/CFA Non Competitive grant cycle. Information for the SVAA training is available on the CVSD website, <https://www.doj.state.or.us/crime-victims/for-grantees/training-for-grantees/>. Proposed VOCA and CFA funded staff who have already attended SVAA have met this requirement.

VOCA and CFA funded staff with direct responsibility for domestic violence and sexual assault programs will successfully complete training that meets the requirements adopted by the Department of Human Services (“DHS”) Advisory Committee found at: [http://www.doj.state.or.us/victims/pdf/dvsa\\_training\\_requirements.pdf](http://www.doj.state.or.us/victims/pdf/dvsa_training_requirements.pdf).

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

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

VOCA and CFA funded staff providing direct services are strongly encouraged to attend a Crime Victims’ Compensation Program (CVCP) and Address Confidentiality Program (ACP) training at least once every four years. CVCP and ACP training is held quarterly in Salem at the CVSD office. The agenda and training schedules are available at: <https://www.doj.state.or.us/crime-victims/for-grantees/training-for-grantees/>. For additional information contact CVSD at (503) 378-5348.

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

Fund recipients are encouraged to include projected costs of sending staff to training in their budget. These costs can include applicable registration fees, lodging, meals and mileage. The current registration cost for the SVAA training is approximately \$450.00.

## B. VOLUNTEERS & INTERNS

**Volunteers and interns** providing VOCA-funded direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations are required to successfully complete the OVC VAT *Online* training or a training program that minimally covers the topics included in VAT *Online* during the first year of the VOCA Non-Competitive grant cycle. Registration information for the VAT *Online* training can be accessed at: <https://www.ovcttac.gov/vatonline>.

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

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

## C. BOARD of Directors

**Board members** are expected attend an orientation that provides the information they need on their role in the organization. Minimally, this may include: organization overview, orientation of the Board manual, roles and responsibilities of the board, overview of Board structure, overview of board operations, review of strategic plan, and administrative activities.

**Board members** shall also attend training in at least one of the VOCA priority categories (domestic violence, sexual assault, underserved, child abuse, or general victim services) depending on the services provided by the agency. Board members with expertise in a relevant VOCA priority category are not required to attend training. Ongoing training of the board in the areas of service provided by your agency is strongly encouraged. Training can be presented over several months, through annual meetings, self-study with debriefing, etc. and must be documented. CVSD Fund Coordinators will request to view the documentation of training at the time of their in-person visit to the program.

**APPENDIX B: 2017-2019 VOCA NON-COMPETITIVE PROGRAM  
GRANT ALLOCATIONS**

<b>Program</b>	<b>Maximum Year 1 Allocation</b>	<b>Maximum Year 2 Allocation</b>	<b>Total Match Amount</b>	<b>Total 2017- 2019 Allocation</b>
ABC House	\$79,276.00	\$79,276.00	\$39,638.00	\$198,190.00
Amani Center	\$47,627.00	\$47,627.00	\$23,813.50	\$119,067.50
Baker County District Attorney	\$46,182.00	\$46,182.00	\$23,091.00	\$115,455.00
Bay Area Hospital	\$51,795.00	\$51,795.00	\$25,897.50	\$129,487.50
Benton County District Attorney	\$89,173.00	\$89,173.00	\$44,586.50	\$222,932.50
CARES Northwest	\$279,038.00	\$279,038.00	\$139,519.00	\$697,595.00
Children's Center of Clackamas County	\$99,384.00	\$99,384.00	\$49,692.00	\$248,460.00
Clackamas County District Attorney	\$227,657.00	\$227,657.00	\$113,828.50	\$569,142.50
Clatsop County District Attorney	\$65,673.00	\$65,673.00	\$32,836.50	\$164,182.50
Columbia County District Attorney	\$64,396.00	\$64,396.00	\$32,198.00	\$160,990.00
Columbia Gorge Children's Advocacy Center	\$49,293.00	\$49,293.00	\$24,646.50	\$123,232.50
Coos County District Attorney	\$80,039.00	\$80,039.00	\$40,019.50	\$200,097.50
Crook County District Attorney	\$52,942.00	\$52,942.00	\$26,471.00	\$132,355.00
Curry County District Attorney	\$53,394.00	\$53,394.00	\$26,697.00	\$133,485.00
Deschutes County District Attorney	\$140,101.00	\$140,101.00	\$70,050.50	\$350,252.50
Douglas CARES	\$60,478.00	\$60,478.00	\$30,239.00	\$151,195.00
Douglas County District Attorney	\$109,061.00	\$109,061.00	\$54,530.50	\$272,652.50
Dougy Center Inc.	\$40,000.00	\$40,000.00	\$20,000.00	\$100,000.00
Elders in Action	\$40,000.00	\$40,000.00	\$20,000.00	\$100,000.00
Gilliam County District Attorney	\$41,221.00	\$41,221.00	\$20,610.50	\$103,052.50
Grant County District Attorney	\$43,287.00	\$43,287.00	\$21,643.50	\$108,217.50
Guardian Care Center	\$58,340.00	\$58,340.00	\$29,170.00	\$145,850.00
Harney County District Attorney	\$44,394.00	\$44,394.00	\$22,197.00	\$110,985.00
HASL - Project DART	\$60,473.00	\$60,473.00	\$30,236.50	\$151,182.50
Helping Hearts	\$40,744.00	\$40,744.00	\$20,372.00	\$101,860.00
Hood River County District Attorney	\$51,019.00	\$51,019.00	\$25,509.50	\$127,547.50
Jackson County Child Abuse Task Force	\$85,404.00	\$85,404.00	\$42,702.00	\$213,510.00
Jackson County District Attorney	\$187,782.00	\$187,782.00	\$93,891.00	\$469,455.00
Janus Youth Programs	\$40,000.00	\$40,000.00	\$20,000.00	\$100,000.00
Jefferson County District Attorney	\$52,162.00	\$52,162.00	\$26,081.00	\$130,405.00
Josephine CAC	\$53,838.00	\$53,838.00	\$26,919.00	\$134,595.00
Josephine County District Attorney	\$86,988.00	\$86,988.00	\$43,494.00	\$217,470.00
Juliette's House	\$65,355.00	\$65,355.00	\$32,677.50	\$163,387.50
Kids FIRST	\$107,394.00	\$107,394.00	\$53,697.00	\$268,485.00

Kids Intervention and Diagnostic Center	\$81,498.00	\$81,498.00	\$40,749.00	\$203,745.00
Klamath County District Attorney	\$74,545.00	\$74,545.00	\$37,272.50	\$186,362.50
Klamath-Lake CARES	\$51,507.00	\$51,507.00	\$25,753.50	\$128,767.50
Lake County District Attorney	\$43,509.00	\$43,509.00	\$21,754.50	\$108,772.50
Lane County District Attorney	\$271,227.00	\$271,227.00	\$135,613.50	\$678,067.50
Liberty House	\$113,365.00	\$113,365.00	\$56,682.50	\$283,412.50
Lighthouse for Kids	\$47,753.00	\$47,753.00	\$23,876.50	\$119,382.50
Lincoln County Children's Advocacy Center	\$48,602.00	\$48,602.00	\$24,301.00	\$121,505.00
Lincoln County District Attorney	\$70,713.00	\$70,713.00	\$35,356.50	\$176,782.50
Linn County District Attorney	\$120,353.00	\$120,353.00	\$60,176.50	\$300,882.50
Malheur County District Attorney	\$62,265.00	\$62,265.00	\$31,132.50	\$155,662.50
Marion County District Attorney	\$232,121.00	\$232,121.00	\$116,060.50	\$580,302.50
Morrow County District Attorney	\$45,929.00	\$45,929.00	\$22,964.50	\$114,822.50
Mt. Emily Safe Center	\$47,561.00	\$47,561.00	\$23,780.50	\$118,902.50
Multnomah County District Attorney	\$533,759.00	\$533,759.00	\$266,879.50	\$1,334,397.50
Next Door, Inc.	\$40,000.00	\$40,000.00	\$20,000.00	\$100,000.00
Northwest Human Services, Inc.	\$45,194.00	\$45,194.00	\$22,597.00	\$112,985.00
Old Mill Center	\$40,000.00	\$40,000.00	\$20,000.00	\$100,000.00
Parents of Murdered Children	\$40,000.00	\$40,000.00	\$20,000.00	\$100,000.00
Polk County District Attorney	\$87,244.00	\$87,244.00	\$43,622.00	\$218,110.00
Relief Nursery, Inc.	\$43,778.00	\$43,778.00	\$21,889.00	\$109,445.00
Sherman County District Attorney	\$41,508.00	\$41,508.00	\$20,754.00	\$103,770.00
Tillamook County District Attorney	\$54,138.00	\$54,138.00	\$27,069.00	\$135,345.00
Umatilla County District Attorney	\$94,137.00	\$94,137.00	\$47,068.50	\$235,342.50
Union County District Attorney	\$54,392.00	\$54,392.00	\$27,196.00	\$135,980.00
Wallowa County District Attorney	\$42,570.00	\$42,570.00	\$21,285.00	\$106,425.00
Wally's House	\$43,500.00	\$43,500.00	\$21,750.00	\$108,750.00
Wasco County District Attorney	\$56,343.00	\$56,343.00	\$28,171.50	\$140,857.50
Washington County District Attorney	\$313,194.00	\$313,194.00	\$156,597.00	\$782,985.00
Washington County Sheriff's Office	\$52,973.00	\$52,973.00	\$26,486.50	\$132,432.50
Wheeler County District Attorney	\$40,455.00	\$40,455.00	\$20,227.50	\$101,137.50
Yamhill County District Attorney	\$93,266.00	\$93,266.00	\$46,633.00	\$233,165.00
<b>Total</b>	<b>\$5,721,309.00</b>	<b>\$5,721,309.00</b>	<b>\$2,860,654.50</b>	<b>\$14,303,272.50</b>

**APPENDIX C: 2017-2019 CFA NON-COMPETITIVE PROGRAM  
GRANT ALLOCATIONS**

<b>County</b>	<b>16-17 CFA Allocation</b>	<b>17-18 CFA Allocation</b>	<b>18-19 CFA Allocation</b>	<b>Total 2017-2019 Allocation*</b>
<b>Baker</b>	\$17,327.56	\$17,327.56	\$17,327.56	\$34,655.12
<b>Benton</b>	\$56,379.00	\$56,379.00	\$56,379.00	\$112,758.00
<b>City Beaverton</b>	\$35,216.00	\$35,216.00	\$35,216.00	\$70,432.00
<b>City Eugene</b>	\$20,750.00	\$20,750.00	\$20,750.00	\$41,500.00
<b>Clackamas</b>	\$184,568.00	\$184,568.00	\$184,568.00	\$369,136.00
<b>Clatsop</b>	\$34,811.00	\$34,811.00	\$34,811.00	\$69,622.00
<b>Columbia</b>	\$32,962.00	\$32,962.00	\$32,962.00	\$65,924.00
<b>Coos</b>	\$47,776.00	\$47,776.00	\$47,776.00	\$95,552.00
<b>Crook</b>	\$22,617.00	\$22,617.00	\$22,617.00	\$45,234.00
<b>Curry</b>	\$22,608.00	\$22,608.00	\$22,608.00	\$45,216.00
<b>Deschutes</b>	\$101,980.00	\$101,980.00	\$101,980.00	\$203,960.00
<b>Douglas</b>	\$75,029.00	\$75,029.00	\$75,029.00	\$150,058.00
<b>Gilliam</b>	\$11,247.64	\$11,247.64	\$11,247.64	\$22,495.28
<b>Grant</b>	\$13,415.63	\$13,415.63	\$13,415.63	\$26,831.25
<b>Harney</b>	\$14,142.00	\$14,142.00	\$14,142.00	\$28,284.00
<b>Hood River</b>	\$29,863.56	\$29,863.56	\$29,863.56	\$59,727.12
<b>Jackson</b>	\$148,098.00	\$148,098.00	\$148,098.00	\$296,196.00
<b>Jefferson</b>	\$21,555.00	\$21,555.00	\$21,555.00	\$43,110.00
<b>Josephine</b>	\$54,076.00	\$54,076.00	\$54,076.00	\$108,152.00
<b>Klamath</b>	\$47,037.68	\$47,037.68	\$47,037.68	\$94,075.36
<b>Lake</b>	\$13,431.16	\$13,431.16	\$13,431.16	\$26,862.32
<b>Lane</b>	\$205,921.00	\$205,921.00	\$205,921.00	\$411,842.00
<b>Lincoln</b>	\$38,801.00	\$38,801.00	\$38,801.00	\$77,602.00
<b>Linn</b>	\$85,222.00	\$85,222.00	\$85,222.00	\$170,444.00
<b>Malheur</b>	\$32,924.64	\$32,924.64	\$32,924.64	\$65,849.28
<b>Marion</b>	\$190,660.00	\$190,660.00	\$190,660.00	\$381,320.00
<b>Morrow</b>	\$15,852.96	\$15,852.96	\$15,852.96	\$31,705.92
<b>Multnomah</b>	\$470,099.00	\$470,099.00	\$470,099.00	\$940,198.00
<b>Polk</b>	\$54,160.00	\$54,160.00	\$54,160.00	\$108,320.00
<b>Sherman</b>	\$11,419.00	\$11,419.00	\$11,419.00	\$22,838.00
<b>Tillamook</b>	\$23,275.00	\$23,275.00	\$23,275.00	\$46,550.00
<b>Umatilla</b>	\$60,720.00	\$60,720.00	\$60,720.00	\$121,440.00
<b>Union</b>	\$33,193.00	\$33,193.00	\$33,193.00	\$66,386.00
<b>Wallowa</b>	\$13,138.10	\$13,138.10	\$13,138.10	\$26,276.21
<b>Wasco</b>	\$25,296.00	\$25,296.00	\$25,296.00	\$50,592.00
<b>Washington</b>	\$227,906.00	\$227,906.00	\$227,906.00	\$455,812.00
<b>Wheeler</b>	\$10,806.83	\$10,806.83	\$10,806.83	\$21,613.66
<b>Yamhill</b>	\$60,028.00	\$60,028.00	\$60,028.00	\$120,056.00
<b>Total</b>	<b>\$2,564,312.76</b>	<b>\$2,564,312.76</b>	<b>\$2,564,312.76</b>	<b>\$5,128,625.51</b>

\* CFA payments and budget will be adjusted based on carryover from the 2015-2017 grant.



**APPENDIX D: 2017-2019 VOCA EXPANSION FOR PROSECUTOR BASED VICTIM  
ASSISTANT PROGRAMS GRANT ALLOCATIONS**

<b>Program</b>	<b>Maximum Year 1 Allocation</b>	<b>Maximum Year 2 Allocation</b>	<b>Total Match Amount</b>	<b>Total 2017-2019 Allocation</b>
Baker County District Attorney	\$ 41,488.00	\$ 41,488.00	\$ 20,744.00	\$ 103,720.00
Benton County District Attorney	\$ 51,833.00	\$ 51,833.00	\$ 25,916.50	\$ 129,582.50
Clackamas County District Attorney	\$ 85,158.00	\$ 85,158.00	\$ 42,579.00	\$ 212,895.00
Clatsop County District Attorney	\$ 46,178.00	\$ 46,178.00	\$ 23,089.00	\$ 115,445.00
Columbia County District Attorney	\$ 45,871.00	\$ 45,871.00	\$ 22,935.50	\$ 114,677.50
Coos County District Attorney	\$ 49,635.00	\$ 49,635.00	\$ 24,817.50	\$ 124,087.50
Crook County District Attorney	\$ 43,114.00	\$ 43,114.00	\$ 21,557.00	\$ 107,785.00
Curry County District Attorney	\$ 43,223.00	\$ 43,223.00	\$ 21,611.50	\$ 108,057.50
Deschutes County District Attorney	\$ 64,088.00	\$ 64,088.00	\$ 32,044.00	\$ 160,220.00
Douglas County District Attorney	\$ 56,619.00	\$ 56,619.00	\$ 28,309.50	\$ 141,547.50
Gilliam County District Attorney	\$ 40,294.00	\$ 40,294.00	\$ 20,147.00	\$ 100,735.00
Grant County District Attorney	\$ 40,791.00	\$ 40,791.00	\$ 20,395.50	\$ 101,977.50
Harney County District Attorney	\$ 41,057.00	\$ 41,057.00	\$ 20,528.50	\$ 102,642.50
Hood River County District Attorney	\$ 42,652.00	\$ 42,652.00	\$ 21,326.00	\$ 106,630.00
Jackson County District Attorney	\$ 75,562.00	\$ 75,562.00	\$ 37,781.00	\$ 188,905.00
Jefferson County District Attorney	\$ 42,927.00	\$ 42,927.00	\$ 21,463.50	\$ 107,317.50
Josephine County District Attorney	\$ 51,307.00	\$ 51,307.00	\$ 25,653.50	\$ 128,267.50
Klamath County District Attorney	\$ 48,313.00	\$ 48,313.00	\$ 24,156.50	\$ 120,782.50
Lake County District Attorney	\$ 40,845.00	\$ 40,845.00	\$ 20,422.50	\$ 102,112.50
Lane County District Attorney	\$ 95,642.00	\$ 95,642.00	\$ 47,821.00	\$ 239,105.00
Lincoln County District Attorney	\$ 47,391.00	\$ 47,391.00	\$ 23,695.50	\$ 118,477.50
Linn County District Attorney	\$ 59,336.00	\$ 59,336.00	\$ 29,668.00	\$ 148,340.00
Malheur County District Attorney	\$ 45,358.00	\$ 45,358.00	\$ 22,679.00	\$ 113,395.00
Marion County District Attorney	\$ 86,232.00	\$ 86,232.00	\$ 43,116.00	\$ 215,580.00
Morrow County District Attorney	\$ 41,427.00	\$ 41,427.00	\$ 20,713.50	\$ 103,567.50
Multnomah County District Attorney	\$ 158,818.00	\$ 158,818.00	\$ 79,409.00	\$ 397,045.00
Polk County District Attorney	\$ 51,369.00	\$ 51,369.00	\$ 25,684.50	\$ 128,422.50
Sherman County District Attorney	\$ 40,363.00	\$ 40,363.00	\$ 20,181.50	\$ 100,907.50
Tillamook County District Attorney	\$ 43,402.00	\$ 43,402.00	\$ 21,701.00	\$ 108,505.00
Umatilla County District Attorney	\$ 53,027.00	\$ 53,027.00	\$ 26,513.50	\$ 132,567.50
Union County District Attorney	\$ 43,463.00	\$ 43,463.00	\$ 21,731.50	\$ 108,657.50
Wallowa County District Attorney	\$ 40,618.00	\$ 40,618.00	\$ 20,309.00	\$ 101,545.00
Wasco County District Attorney	\$ 43,933.00	\$ 43,933.00	\$ 21,966.50	\$ 109,832.50
Washington County District Attorney	\$ 105,741.00	\$ 105,741.00	\$ 52,870.50	\$ 264,352.50
Wheeler County District Attorney	\$ 40,110.00	\$ 40,110.00	\$ 20,055.00	\$ 100,275.00
Yamhill County District Attorney	\$ 52,818.00	\$ 52,818.00	\$ 26,409.00	\$ 132,045.00
<b>Total</b>	<b>\$ 2,000,003.00</b>	<b>\$ 2,000,003.00</b>	<b>\$ 1,000,001.50</b>	<b>\$ 5,000,007.50</b>

**APPENDIX E: 2017-2019 GENERAL FUND CHILD ABUSE ASSESSMENT FUNDING  
FOR CHILD ABUSE INTERVENTION CENTERS GRANT ALLOCATIONS**

<b>Program</b>	<b>Maximum Year 1 Allocation</b>	<b>Maximum Year 2 Allocation</b>	<b>Total 2017-2019 Allocation</b>
ABC House	\$ 13,296.00	\$ 13,296.00	\$ 26,592.00
Amani Center	\$ 3,388.00	\$ 3,388.00	\$ 6,776.00
Bay Area Hospital	\$ 4,693.00	\$ 4,693.00	\$ 9,386.00
CARES Northwest	\$ 75,834.00	\$ 75,834.00	\$ 151,668.00
Children's Center of Clackamas County	\$ 19,591.00	\$ 19,591.00	\$ 39,182.00
Columbia Gorge Children's Advocacy Center	\$ 3,909.00	\$ 3,909.00	\$ 7,818.00
Douglas CARES	\$ 7,411.00	\$ 7,411.00	\$ 14,822.00
Guardian Care Center	\$ 6,742.00	\$ 6,742.00	\$ 13,484.00
Helping Hearts	\$ 1,233.00	\$ 1,233.00	\$ 2,466.00
Jackson County Child Abuse Task Force	\$ 15,214.00	\$ 15,214.00	\$ 30,428.00
Juliette's House	\$ 8,938.00	\$ 8,938.00	\$ 17,876.00
Josephine CAC	\$ 5,332.00	\$ 5,332.00	\$ 10,664.00
KIDS Center	\$ 13,991.00	\$ 13,991.00	\$ 27,982.00
Kids FIRST	\$ 22,098.00	\$ 22,098.00	\$ 44,196.00
Klamath-Lake CARES	\$ 4,602.00	\$ 4,602.00	\$ 9,204.00
Liberty House	\$ 23,968.00	\$ 23,968.00	\$ 47,936.00
Lighthouse for Kids	\$ 3,427.00	\$ 3,427.00	\$ 6,854.00
Lincoln County Children's Advocacy Center	\$ 3,693.00	\$ 3,693.00	\$ 7,386.00
Mt. Emily Safe Center	\$ 3,367.00	\$ 3,367.00	\$ 6,734.00
Wally's House	\$ 2,096.00	\$ 2,096.00	\$ 4,192.00
<b>Total</b>	<b>\$ 242,823.00</b>	<b>\$ 242,823.00</b>	<b>\$ 485,646.00</b>

## RACIAL AND ETHNIC IMPACT STATEMENT

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons<sup>1</sup> in the State of Oregon.

1. ☐ The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons. Indicate all that apply:

- ☐ Women
- ☐ Persons with Disabilities
- ☐ African-Americans
- ☐ Hispanics
- ☐ Asians or Pacific Islanders
- ☐ American Indians
- ☐ Alaskan Natives

If you checked the box, provide the rationale for the program having a disproportionate or unique impact on minority persons and provide evidence of consultation with representative(s) of the affected minority persons:

2. ☐ The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons. Indicate all that apply:

- ☐ Women
- ☐ Persons with Disabilities
- ☐ African-Americans
- ☐ Hispanics
- ☐ Asians or Pacific Islanders
- ☐ American Indians
- ☐ Alaskan Natives

If you checked the box, provide the rationale for the program having a disproportionate or unique impact on minority persons and provide evidence of consultation with representative(s) of the affected minority persons:

3. ☐ The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

I HEREBY CERTIFY on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the information contained on this form is complete and accurate to the best of my knowledge.

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>1</sup> "Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.

## STATEMENT OF COMPLIANCE

### Statement of Compliance with Eligibility

By submitting an Application, the Applicant certifies the ability to meet the common eligibility requirements described in the Request for Applications.

### Statement of Compliance with Applicable State and Federal Laws

By submitting an application, the Applicant certifies the intent to comply with all relevant federal, state, and local laws and regulations, including, but not limited to, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, Title II of the Americans with Disabilities Act, Federal Funding Accountability and Transparency Act, Services to Limited English-Proficient Persons, and the terms and conditions contained in the Grant Agreement, including the following incorporated as Exhibits A through F, accessible on the [VOCA webpage](#):

#### Initials

	Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements
	Standard Assurances
	Single Audit Certification Letter
	Certification of Compliance With Regulations Office For Civil Rights, Office of Justice Programs for Sub-grants Issued by the Oregon Department Of Justice
	Victims of Crime Act Special Conditions

To the best of my knowledge and belief, all data in this Application is true and correct, the document has been duly authorized by the governing body of the Applicant, and the Applicant accepts all of the requirements contained in this Request for Applications.

\_\_\_\_\_  
Authorized Person's Name (Please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Person's Signature

\_\_\_\_\_  
Date

County/City: \_\_\_\_\_

**CERTIFICATE OF DISTRICT/CITY ATTORNEY AND PROGRAM DIRECTOR**  
**For the Grant Period of October 1, 2017 through September 30, 2019**

ORS 147.227 states that the Attorney General shall disburse a portion of the moneys that the Criminal Injuries Compensation Account receives from the Criminal Fine Account to counties and cities where prosecuting attorneys maintain victims' assistance programs approved by the Attorney General. Upon receipt of the moneys, the counties and cities shall provide the moneys to the prosecuting attorney therein to be used exclusively for the approved victims' assistance program. To qualify for approval by the Attorney General under this section, a victims' assistance program must:

- (a) Be administered by the district attorney of the county or city attorney of the city;
- (b) Provide services to victims of all crimes;
- (c) Give service priority to victims of serious crimes against persons;
- (d) Collaborate with community-based and government agencies to benefit victims; and
- (e) Provide the following core services to victims of crime:
  - 1. Informing victims, as soon as practicable, of the rights granted to victims under Oregon law;
  - 2. Advocate for victims of serious person crimes as they move through the criminal justice system and advocate, when requested, for all other victims of crime;
  - 3. Involve victims, when practicable or legally required, in the decision-making process in the criminal justice system;
  - 4. Ensure that victims are informed, upon request, of the status of the criminal case involving the victim;
  - 5. Assist victims in preparing and submitting crime victims' compensation program claims to the Department of Justice under ORS 147.005 to 147.367;
  - 6. Assist victims in preparing restitution documentation for purposes of obtaining a restitution order;
  - 7. Prepare victims for court hearings by informing them of the procedures involved;
  - 8. Assist victims with the logistics related to court appearances when practicable and requested;
  - 9. Accompany victims to court hearings when practicable and requested;
  - 10. Encourage and facilitate victims' testimony; and
  - 11. Inform victims of the processes necessary to request the return of property held as evidence.

**I hereby certify that the \_\_\_\_\_ county/city victim program is a qualified program as required by ORS Chapter 147.227 and that the victim program substantially accomplishes the provision of the services listed above under the direction of the District/City Attorney.**

**I further certify that the attached policies and procedures truthfully and accurately describe the practices and philosophy of the \_\_\_\_\_ county/city victim program.**

**I further certify that the \_\_\_\_\_ county/city victim program will continue in operation for the duration of the grant period (OAR 137-078-0010 (2)(a)).**

\_\_\_\_\_  
District/City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Person Reporting (if not the Program Director)

\_\_\_\_\_  
Date



## CERTIFICATE OF NON-SUPPLANTING

It is necessary to provide assurance that sub-grant funds will not be used to supplant or replace funds that would normally be available or appropriated for the same purpose. The certificate is to be signed by the applicant agency's fiscal officer.

**Supplanting Definition:** Supplanting is considered the reduction of state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. Federal funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. In those instances where a question of supplanting arises, the applicant or grantee may be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

### CERTIFICATION

The applicant certifies that any funds awarded through the Victims of Crime Act (VOCA) will be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purpose of providing services to victims of crime. The applicant understands that supplanting violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant and civil and/or criminal penalties.

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Signature of Fiscal Officer

Date

**Discussion Item**  
**Board of Property Tax Appeals Appointment**

- [Ruby Mason Application](#)
- [Order 17-053 Appointing Ruby Mason to BOPTA](#)

## INFORMATION AND QUALIFICATION FORM

### BOARD OF PROPERTY TAX APPEALS POOL VOLUNTEER POSITIONS REPRESENTATIVE FROM WASCO COUNTY, OREGON

#### BACKGROUND

The Board of Property Tax Appeals consists of three non office-holding residents of Wasco County. The Board of Property Tax Appeals is responsible for hearing taxpayer appeals for reduction of the real market or assessed value of a property. The term of each member begins on the date of appointment and ends on June 30, or when a successor is appointed. Members assigned to a Board receive a stipend of \$75 per day when the Board meets and must complete online training prior to the hearings process.

#### APPLICATION

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

**POSITION DESCRIPTION:** Board of Property Tax Appeals Pool Member

Name: Ruby L. Mason

Address:

Phone (home)

Phone (work)

E-mail address

Signature

Date

Number of years as a Wasco County resident 38

**Your objectives/goals? Desired contributions and accomplishments**

Participate in the review and determination of Wasco County Residents who wish to appeal the current value of their property. Follow principals of fairness, consistency and ethics. Make decisions in a fair and unbiased and transparent manner.

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

B.A. Sociology, B.B. Business Administration, Western Illinois University 1974

Certified Public Housing Manager (PHM), 1990 Licensed Real Estate Broker, Oregon and Washington 2013

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

Executive Director, Mid-Columbia Housing Authority 1980-2013; Executive Director Columbia Cascade Housing Corp; 1990- 2013; Oregon Licensed Real Estate Broker, Windermere Real Estate 2013-Present

**General Comments** (vocational/professional licenses, awards, recognition, etc.)

Oregon Real Estate License #201206067 -2012- Present; Senior Real Estate Specialist 2014  
President NW Region Council of – National Association of Housing and Redevelopment Officials  
2002 (Oregon/Washington/Alaska/Idaho);  
President, Soroptomist 1992; Volunteer Board Member WINGS 2013-2016;  
Wasco County Veterans Advisory Committee 2014-2015  
Currently Vice President Columbia Gorge Habitat for Humanity; 2016-2017.  
Appointed by Governor Roberts and Governor Kitzhaber to serve on Oregon State Housing Council  
1990-1998  
Oregon Housing Authorities President 1988  
Completed 23 affordable housing developments in the Gorge during my tenure as ED for CCHC  
Numerous awards and recognition for Excellence in Affordable housing projects design and  
services;  
Received the prestigious HUD Award for Sustained Excellence in Program Administration

**Why do you want to serve on the Board of Property Tax Appeals?**

As a real estate broker, I have heard concerns of many Wasco County residents regarding inconsistent property values and taxes. I believe that Wasco County has a responsibility to listen to these concerns and provide an opportunity to appeal if they feel the value of their property is not accurate. I would be honored to serve on the Board and participate in reviewing appeals.

**Do you have any conflicts of interest? Non office-holding residents of the County cannot be:**

- **Members of the governing body**
- **Members of the governing body of a school district**
- **Members of the governing body of a taxing district**
- **An employee of the County, including all elected officials**
- **An employee of a taxing district of the County**

No conflicts- am not an employee or member of any governing body, school district or taxing district



**Are you able to take criticism leveled at “you” even though it means County Assessor and/or government in general?**

Yes, I do not take the concerns of Wasco County residents personally. I have had extensive experience in public hearings on affordable housing where comments about proposed projects were directed at me. Able to remain calm and focus on listening to understand concerns.

**How familiar are you with the real estate market in Wasco County**

As a licensed real estate broker working for one of the largest real estate brokerages in the Gorge, Windermere Glen Taylor Real Estate, I am constantly exposed to changing market conditions; I receive up to date info and analysis on the local Wasco County market from professionals on a regular basis .

**Briefly explain your understanding of Measure 5 and 50 and the Oregon Property Tax System.**

**(WIKIPEDIA) Ballot Measure 5** was a landmark piece of direct legislation in the U.S. state of Oregon in 1990.

Measure 5, an amendment to the Oregon Constitution (Article XI, Section 11), established limits on Oregon's property taxes on real estate

Property taxes dedicated for school funding were capped at \$15 per \$1,000 of real market value per year and gradually lowered to \$5 per \$1,000 per year. Property taxes for other purposes were capped at \$10 per \$1,000 per year. Thus, the total property tax rate would be 1.5% at the end of the five-year phase in period.<sup>(1)</sup> The measure transferred the responsibility for school funding from local government to the state, to equalize funding

The policy effects of Measure 5 are inextricable from those of Measure 50, which Oregon voters passed in 1997 to respond to perceived or real shortcomings in Measure 5. Measure 5 requires all counties to more frequently reassess property values. Almost immediately it was clear that the upward revisions of assessed values would offset the impact of lower tax rates for many homeowners. Consequently, some homeowner tax bills actually increased following the passage of Measure 5. Further, industrial and commercial property owners enjoyed much greater savings due to the accuracy of their assessments.

**What experience have you had reading maps?**

Familiar with Oregon Maps, Google Earth, partition maps, etc and frequently have to look up tax maps for clients.

**What experience have you had reading appraisals**

As a licensed real estate broker, reading appraisals is part of my business/expertise. I review appraisals, with special emphasis on appraisals that do not come in at value. I also complete Broker's opinion of Value that involves a review of market conditions and comparable properties.

**Are there comments you wish to make that would help us in making our decision regarding recommendation of you as a member of the pool of the Board of Property Tax Appeals?**

I have been a Wasco County resident and homeowner since 1979 ; have personal experience with the impacts of measures 5 and 50. My experience in the housing industry and knowledge of the local market have given me the skills needed to serve as a member of the pool of the Board of Property Tax Appeals. I would be honored to serve in this capacity.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF	)	
RUBY MASON TO THE WASCO COUNTY	)	ORDER
BOARD OF PROPERTY TAX APPEALS CHAIR	)	#17-54
PERSONS POOL AND NONOFFICE-HOLDING POOL	)	

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

IT APPEARING TO THE BOARD: That under ORS 309.067(1)(b) the Board of Commissioners shall appoint non-office holding members to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Ruby Mason is willing and is qualified to be Appointed to the Wasco County Board of Property Tax Appeals.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Ruby Mason be and is hereby Appointed to the Wasco County Board of Property Tax Appeals Chair

Persons Pool and Non-office-holding Pool in accordance with ORS 309.067(1)(b) for  
a period beginning August 16, 2017, through June 30, 2018.

DATED this 16<sup>th</sup> day of August, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Steven D. Kramer, Commission Vice-Chair

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Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
AUGUST 16, 2017**

**CONSENT AGENDA**

1. [8.2.2017 Minutes](#)
2. [EDC Reappointment](#)
3. [Annual Publication Agreement](#)



**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
AUGUST 2, 2017**

**PRESENT:** Scott Hege, County Commissioner  
Steve Kramer, Commission Vice-Chair (by phone)  
Rod Runyon, Commission Chair

**STAFF:** Kathy White, Executive Assistant

**ABSENT:** Tyler Stone, Administrative Officer

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

Ms. White asked to add the Clerk's planned purchase of archival shelving to the Discussion List.

<b>Discussion List – 911 MOU</b>
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Wasco County Sheriff Lane Magill explained that this agreement was first put in place in 2012 and is to support services in case of a disaster. He stated that both 911 managers have reviewed the renewal and approved; the only changes are updates to the signature lines and term dates.

Commissioner Hege asked if there are any actions that result from the agreement. Sheriff Magill replied that both counties are on the same CAD system and tied into the same records management system; if one county had to use the other's 911 center, they would be able to come over with a laptop and plug right in.

Commissioner Hege asked if the agreement has ever been put into action or if exercises ever take place. Sheriff Magill replied that they have not had an

occasion to use the plan although they do work back and forth on connectivity.

**{{Vice-Chair Kramer moved to approve the Memorandum of Understanding between the Wasco County 911 Center and the Hood River 911 Center for mutual assistance. Commissioner Hege seconded the motion which passed unanimously.}}**

Vice-Chair Kramer asked about progress on the issues with Century Link regarding 911 service outages. Sheriff Magill reported that he sent the letter signed by himself and the Wasco County Board of Commissioners to both Century Link and the State. He stated that his communication has been very pointed and direct – they need to get this problem fixed. He said that he received a call just moments ago that there was another outage at 1:00 a.m. this morning – the cause is apparently equipment failure which is typically the case. He said that he has directed the 911 Manager to get the name of the head supervisor; he plans to call the supervisor later today to increase pressure. He stated that he will also be placing a call to the State Director of Emergency Management.

Commissioner Hege asked if we know what is causing the outages. Sheriff Magill responded that Century Link says it is equipment failure. He went on to say that he will be asking for a detailed after-action report. He added that he does not yet know the length of the outage that occurred this morning.

Chair Runyon asked what happens when the system goes down. Sheriff Magill replied that Oregon Emergency Management (OEM) is notified as is our 911 Manager – it is an automated call. He stated that Century Link has not provided any detail for the cause or causes of the outages.

Commissioner Hege asked how we respond when notified of an outage. Sheriff Magill responded that our dispatch center works with Century Link and OEM to find out where the outage is and what is down; once we determine that, we put a plan of action in place for notifications via the emergency alert system, radio, Facebook, etc. He added that Emergency Manager Joe Davitt reported that we did not miss any calls due to the outage that occurred earlier today. He said that all affected emergency response agencies are notified. He stated that during outages, callers to 911 just get a busy signal.

Mr. Stone asked if we are required to use Century Link as our service provider. Sheriff Magill replied that he is looking into that and has told Century Link that if he can find another provider, he will – it seemed to get their attention but here



we are again with the same problem.

Commissioner Hege commented that he thought Century Link was the “certified” provider. Sheriff Magill said that they are the only phone carrier for the area; we also ran into this issue when Sprint was the provider.

County Clerk Lisa Gambie announced that the upcoming eclipse event is now on the front page of the County website with links to all the information. Sheriff Magill added that the Warm Springs Confederated Tribe is also generating web content for the tribe; we will add that link to our site as soon as it goes live.

#### Discussion List – Records Request Policy

Ms. White explained that the revisions to the policy entail only corrected hyperlinks and the removal of names for the department contacts.

Commissioner Hege asked if this incorporates any of the new Oregon rules for records requests. Ms. White replied that she had not been aware of the new rules but would look into it.

Commissioner Hege noted that the charge for copies is 25¢ per page with the first five pages for free. Ms. Gambia interjected that there is language in the Fee Schedule for those charges. She stated that for most records requests it is not the number of pages but the research and time that it takes to assemble the response that is most costly; we provide an estimate. She said that while a Planning Department request could be very involved, a Finance Department request may take more time to create an invoice than to generate the information requested. She stated that if it is easy, we don't charge. She said that the County is trying to be consistent; some departments have cash drawers while others do not which makes it more difficult to collect a fee.

Commissioner Hege noted that the electronic copy is priced the same as a hard copy which he does not think makes sense. Mr. Stone observed that oftentimes we have to print, redact, sort and then scan to send electronic copies. He went on to say that sometimes it is not an issue but many times it is, noting that we often cannot do a data cut based on the criteria provided by the requestor.

**{{{Commissioner Hege moved to approve the revised Wasco County Records Request Policy. Chair Runyon seconded the motion which passed unanimously.}}}**

**Discussion List – Shelving Purchase**

Ms. Gambee explained that the Clerk's Office has an historic vault with records dating back to 1884. She stated that the vault has also become a storage area for elections with additional archive storage in the basement of the Courthouse. She said that the basement storage, while well organized, is in an area with water pipes running overhead placing the documents at risk. She reminded the Board that during this budget cycle, \$8,500 was set aside to add some shelving to the vault in order to move the basement records into the vault.

Ms. Gambee went on to say that the shelving already in the vault is roller shelves and they want to duplicate that for the new shelving. She stated that she went out for quotes and found a company that has been doing this for 100 years; their quote was \$8,000. She reported that while she found more local options with less experience, their bids came in at \$14,000 and \$28,000.

Ms. Gambee concluded by saying that while this purchase is over \$5,000, it was already approved through the budget process. Her purpose in coming before the Board was to make sure they remain informed along with providing public information. She stated that there are over 500 books that are not only permanent records but historical items. She added that her office is developing a matrix to assist County departments in identifying permanent or long-term retention documents that might also be stored in the vault.

Chair Runyon asked if Ms. Gambee has talked with the Discovery Museum to store historical items in partnership. Ms. Gambee replied that she has not as we have the vault and she hopes to have the historical items on display there for public access.

Commissioner Hege asked if everything is indexed. Ms. Gambee responded that the basement records are indexed and her office is working to index the vault.

**Agenda Item – Ordinance 17-001**

Human Resources Manager Nichole Biechler explained that with the adoption of the revised employee policies and the employee handbook, the Personnel Ordinance needs to be repealed to eliminate any confusion or conflict between the old and new documents. She stated that an ordinance can only be repealed by ordinance; this is the second reading of the ordinance after which the Board can vote.

Chair Runyon read the title of the Ordinance into the record: Ordinance 17-001 in the matter of an ordinance repealing the Wasco County Personnel Ordinance 1985-0363 and all subsequent amendments.

**{{{Commissioner Hege moved to approve Ordinance 17-001 repealing the Wasco County Personnel Ordinance 1985-0363 and all subsequent amendments. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

Ms. White noted that the ordinance will not take effect for 90 days.

Ms. Biechler reported that there is a road crew position open; there are interviews today. She stated that there had been two positions – an offer has been made and accepted for the first position. She announced that a replacement for the HR Generalist position has been hired; he will start on the 14<sup>th</sup>. In addition, there is an entry level IT position open and testing is scheduled for six 911 candidates.

<b>Agenda Item – 4H Immediate Opportunity MOU Addendum #1</b>
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4H State Co-county Leader Lynette Black stated that she is here along with North Wasco Park and Recreation Executive Director Scott Baker regarding the Immediate Opportunity Funds granted to 4H earlier this year for the purchase of a van. She reminded the Board that she had come to them a few months ago to explain that she would be unable to use the funds to purchase a van as OSU does not want to carry the responsibility for maintenance and insurance. She stated that Mr. Baker, having heard about the dilemma, had approached her with the idea of sharing a van to transport kids; there is now an agreement between NWPRD and OSU 4H that outlines how they will cooperate for the purchase and use of a van. All that is left is to obtain approval from the County and City of The Dalles to modify the use of the funds.

Mr. Baker stated that it is a good way to work together for the good of the community. He said that taking on the maintenance and insurance for the van does not really increase NWPRD costs and will benefit both organizations.

Commissioner Hege stated that this is a fantastic way to solve the problem and is just what he was hoping would happen. He said that he fully supports the addendum.

Vice-Chair Kramer agreed saying that it is a wonderful idea; the more shared

services and partnerships among public agencies, the better it is for citizens.

**{{{Commissioner Hege moved to approve Addendum #1 to the MOU between 4H and Extension Service District, Wasco County and the City of The Dalles. Chair Runyon seconded the motion which passed unanimously.}}}**

**Consent Agenda – 7.13.2017 Work Session, 7.19.2017 Work Session Minutes**

Vice-Chair Kramer noted an error on page 10 of the 7.19.2017 minutes – the Human Resources Manager's name is misspelled.

**{{{Commissioner Hege moved to approve the Consent Agenda with the spelling correction as noted. Chair Runyon seconded the motion which passed unanimously.}}}**

**Agenda Item – Child Advocacy Grant Agreement**

Mr. Stone stated that this is the CAMI Grant which has paid for a significant amount towards Senior Deputy District Attorney Leslie Wolf and Victim Assistance Coordinator Judy Urness' time, training, supplies and overhead. He said that the contract is with the Columbia Gorge Child Advocacy Center (CGCAC) to do screenings; they contract with a physician for the medical screenings. He said that we see a number of children through the course of the year. He stated that the challenge is that this is not necessarily within the approach we normally use for grants; if grants go away, then the service goes away. He added that these contracted services will not be reducing staff hours; unfortunately, that was not clearly articulated through the budget process and has come to light over the last few days. He stated that we have to do the screening and prosecute the crime. The screenings cost an average of between \$2,200 and \$2,700 a piece; through the contract, if we refer the maximum number of children, it will cost approximately \$620 per child. He pointed out that the shift in the use of the grant funds is essentially a reduction in State funding for staff time. He said that he has challenged the D.A.'s office to find alternate revenue sources to cover the impact of the reduction. This one-year contract gives them some time to do that work.

Ms. Wolf handed out documents (attached) to the Board. She explained that this is a biennial grant that has been awarded to District Attorney's Offices for many years. She said that in January of 2016, the State notified her that there would be

a new focus for the grant funding which would be to apply it to the CAC. Traditionally the funds have gone to salary, supplies, equipment, etc. She stated that they have been trying to get kids into the CAC for years; the only local CAC is in Hood River. She said that any grant funding that is leftover must be spent. While many counties used their carryover toward a CAC, Wasco County used it for training; as a result, CGCAC would not accept kids from Wasco County. She reported that they also reached out to Cares Northwest who responded in a similar way.

Ms. Wolf explained that when they take a child who has been the victim of a sexual assault to the ER, the local medical community will not see the child. This forces them to take the child to Portland where they can find more experienced medical staff. This arrangement is not good for the child, their family or the County. When we learned of the change in the focus of the funding, CGCAC opened their doors to us and we started working with them to negotiate an agreement. This gives them sustainable funding from all the regional counties. She reported that Wasco County averages about 119 kids per year but capped it at 50 to address victims covered under Karly's Law.

Ms. Wolf went on to say that Sheriff's Department Office Manager Brenda Borders has been trained as a forensic interviewer to help with local cases and acts as an in-kind contribution for the agreement. She said that the CGCAC is looking for board members and will be working with member counties for funding. She described the CGCAC as a fantastic facility with a child appropriate room, a medical exam room and cameras to record interviews. She stated that it is a medical based center which is preferred. They train the medical providers, educate staff, provide infrastructure, hold evidence and pay for expert witnesses. Ms. Wolf added that Hood River County makes it a mandatory part of sentencing that restitution be given to CGCAC; we will do that as well. She reported that we have already sent four children to the Center. She said that this will benefit the children's well-being and the family's safety. She stated that this is new to us and we will participate on the Board and hope to do a big campaign to inform the public as well as do some fund-raising.

Detective Sergeant Scott Williams stated that there is no difference in trauma for these kids than if they were in a major traffic accident; if they came in with a broken arm, local health care providers would treat it, but they will not treat for sexual assault – they do not have the training. He stated that if they were to perform the examination and miss something, it could derail prosecution. The

CAC will get the kids into a trauma informed setting where everything is done at one location; the doctor hears the interview and that helps inform the medical examination. He stated that an ER is not a safe place to take a child – there is just more trauma for them there. He said that while DHS does interview children they only do so in cases of familial abuse. In addition, if DHS or Law Enforcement conduct the interview, it can look biased to a jury. A non-biased interviewer supports a better prosecution. Sgt. Williams reported that he recently worked with a 14-year old rape victim who had to be transported to Portland; she had to wait six hours before she got there – by then, she had had enough and refused treatment.

Chair Runyon asked how long have they known about the change in focus for the funding. Ms. Wolf replied that they were advised in January of 2016 about the priority for the 2017 grant; we had to submit in April and were told to use the same figures as we did for the 2015 cycle. Finance Director Mike Middleton said that the connection had not been made clear through the budget process.

Mr. Stone said that he did not know about it until he saw the contract and started asking questions. He noted that the agreement says that DHS is able to refer kids and we will pay; he said that the State needs to be responsible for their own costs. He said that the answer seems to be that they are part of the Multi-disciplinary Team. Sgt. Williams said that the handout explains about the MDT. Mr. Stone added that when the provider sees the child, they can bill insurance which probably makes up the difference between the base amount of \$620 and the full cost of the process.

Mr. Stone asked why we are not getting billed by the case. Ms. Wolf replied that it was not negotiated by the case but as a flat rate.

Commissioner Hege pointed out that recently the County funded the purchase and installation of camera and recording equipment at DHS. Ms. Wolf responded that that was through a victims grant and replaced obsolete equipment for neglect cases. The equipment will still be used for that purpose.

Commissioner Hege noted that we see an average of 119 children but the agreement only covers 50. Ms. Wolf explained that the 119 is all cases of abuse and neglect, not just sexual assault. Sgt. Williams added that not all of the cases rise to a level that would need to be seen at CGCAC. Commissioner Hege asked what will happen if we exceed 50. Ms. Wolf said they are working to figure that out.



Commissioner Hege asked how much the grant was before. Ms. Wolf replied that it was \$100,000 in the 2015-2017 biennium; about \$30,000 went toward salaries. This biennium the total is about \$86,700 - \$5,600 is allocated to salary, \$10,000 for training, \$1,000 for supplies, and 5% for administrative costs.

County Counsel Kristen Campbell pointed out that the agreement does not reference funding from the CAMI grant. She suggested that language be added to recognize the funding source and a provision that if the funding goes away, it alters our commitment.

Mr. Stone asked why this is a one-year agreement for a two-year grant. Ms. Wolf said that this being the first time they have worked with the CGCAC, they wanted to be able to check in after the first year. Mr. Stone said that he just does not want to see costs rise after the first year. Ms. Wolf replied that they can only get what we get through the grant and we may not know the final amount until November.

Vice-Chair Kramer said that the passion for children's issues shines through even over the phone. He said that he would like to have someone send him the CAC board make-up as well as that of the MDT. He asked to confirm that where the agreement states Wasco County will broaden fund raising efforts it is referring to the District Attorney and Sheriff's Offices. Ms. Wolf confirmed his statement and added that with multiple counties involved, there are more opportunities for grant funding. Commissioner Kramer said that he believes this is doable.

Chair Runyon asked that the lists be provided through Ms. White for distribution to the entire Board.

Commissioner Hege stated that this is important and challenging and it is clear that a lot of effort has been put into it. He asked if Hood River is a good location. Sgt. Williams replied that it is pretty centrally located and much better than having a traumatized child sit for hours in an ER waiting room. Ms. Wolf added that she and Sgt. Williams have worked for 2 years with Mid-Columbia Medical Center, One Community Health, DHS and Oregon State Police to try to get training for staff to open our own center here and have been unsuccessful. Having it as close as Hood River is great.

**{{{Commissioner Hege moved to approve the Columbia Gorge Children's Advocacy Center Wasco County District Attorney on Behalf of the Wasco**

**County Child Abuse Multi-Disciplinary Team Agreement with the changes noted by County Counsel. Vice-Chair Kramer seconded the motion which passed unanimously.}}**

#### Public Comment

Wayne Lease, a resident of Washington State, indicated that he believed he had been told he would not be allowed to speak at a recent session. This was a meeting where his written questions would be answered. He stated that he declined to appear under those circumstances. He said that it has been pointed out to him that his beef is with MCCOG; he said that they have already told him that they are tired of hearing from him. He asked how long they think an entity can ignore the law. He said that he will never support anyone who has been involved in Building Codes because of the abuse he has seen. He stated that GASB says that the loan cannot be made for over 10 years but the Building Codes loan to MCCOG is for 26 years – that is illegal.

Chair Runyon stated that Mr. Lease's questions have all been answered. He pointed out that the State has reviewed the circumstances at MCCOG and cleared them. He said that if there are other questions, they will be addressed. He suggested that Mr. Lease set up times to speak with individuals – Ms. White can facilitate that.

Chair Runyon adjourned the session at 10:45 a.m.

#### Summary of Actions

##### **Motions Passed**

- **To approve the Memorandum of Understanding between the Wasco County 911 Center and the Hood River 911 Center for mutual assistance.**
- **To approve the revised Wasco County Records Request Policy.**
- **To approve Ordinance 17-001 repealing the Wasco County Personnel Ordinance 1985-0363 and all subsequent amendments.**
- **Moved to approve Addendum #1 to the MOU between 4H and Extension Service District, Wasco County and the City of The Dalles.**
- **To approve the Consent Agenda with the spelling correction as noted.**

- **To approve the Columbia Gorge Children's Advocacy Center Wasco County District Attorney on Behalf of the Wasco County Child Abuse Multi-Disciplinary Team Agreement with the changes noted by County Counsel.**

Wasco County  
Board of Commissioners

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Rod L. Runyon, Board Chair

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Steven D. Kramer, Vice Chair

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Scott C. Hege, County Commissioner

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF )  
SUE KNAPP TO THE MID-COLUMBIA ) O R D E R  
ECONOMIC DEVELOPMENT DISTRICT BOARD ) #17-036  
OF DIRECTORS AS THE REPRESENTATIVE )  
OF THE CITIES OF WASCO COUNTY )

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 Sue Knapp's as the Wasco  
County Cities Representative on the Mid-Columbia Economic Development  
District Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That the term of that  
appointment will expire on August 31, 2017; and

IT FURTHER APPEARING TO THE BOARD: That Sue Knapp is  
willing and is qualified to be appointed to the Mid-Columbia Economic

Development District Board of Directors as the Cities of Wasco County representative.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Sue Knapp be and is hereby appointed to the Mid-Columbia Economic Development District Board of Directors as representative of the Cities of Wasco County; said term to expire on August 31, 2019.

DATED this 16<sup>th</sup> day of August, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Steven D. Kramer, Commission Vice-Chair

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Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

CONTRACT  
FOR PUBLICATION OF LEGAL NOTICES FOR WASCO COUNTY

IN CONSIDERATION of the rates at which Retail Display Advertising is sold under this Contract, the undersigned Advertiser agrees to publish Legal Notices for Wasco County, Oregon in The Dalles Chronicle from September 1, 2017 to August 31, 2018, as follows:

This advertising and such other Display Space as the Advertiser publishes in The Dalles Chronicle during this period shall be billed at one of the following rates by the Publisher to the Advertiser at the end of each calendar month for each column inch of space: \$5.50 for On-Line E-Mail and \$5.80 for Non On-line E-Mail. This Contract rate is predicated on payment in full by the 10<sup>th</sup> of the month following billing.

The deadline for having legal notices to The Dalles Chronicle is two (2) days prior to publication, or by permission.

Errors and omissions are the responsibility of the Advertiser and The Dalles Chronicle assumes no financial responsibility for such errors unless proof is not



shown and then only to the extent of the space occupied by such error and a correction in an equal amount of space will be run in the next available issue of The Dalles Chronicle.

Neither The Dalles Chronicle nor Advertiser is liable for fulfillment of contract if such is made impossible through suspension of business, or through fire, flood or acts of God.

DATED this 16<sup>th</sup> day of August, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Steven D. Kramer, Commission Vice-Chair

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Scott C. Hege, County Commissioner

THE DALLES CHRONICLE

APPROVED AS TO FORM:

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RaeLynn Ricarte, Editor

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Kristen Campbell  
Wasco County Counsel

DATE: \_\_\_\_\_

## **Agenda Item**

### **Property Sales**

- [Sealed Bid Sale Memo](#)
- [Quitclaim Deed to Mary Hanlon](#)
- [County-Owned Land Auction Memo](#)
- [Quitclaim Deed to Roger & Nancy Larson](#)
- [Quitclaim Deed to Jose M. Flores](#)
- [Quitclaim Deed to Keef Morgan](#)
- [Quitclaim Deed to Travis & Tiffany Hillman \(Lots 7 thru 11 Blk 7 Town of Shaniko\)](#)
- [Quitclaim Deed to Travis & Tiffany Hillman \(Lots 1 thru 4 Blk 27 Town of Shaniko\)](#)
- [Quitclaim Deed to Travis Hillman \(Lots 1 & 2 Blk 14 Town of Shaniko\)](#)
- [Quitclaim Deed to Travis Hillman \(As described in Deed\)](#)
- [Quitclaim Deed to Timm Johnson \(Lots 1 & 2 Blk 8 Town of Shaniko\)](#)
- [Quitclaim Deed to Timm Johnson \(Lots 11 & 12 Blk 8 Town of Shaniko\)](#)
- [Quitclaim Deed to Timm Johnson \(Lots 3 & 4 Blk 8 Town of Shaniko\)](#)
- [Quitclaim Deed to Timm Johnson \(Lots 9 & 10 Blk 8 Town of Shaniko\)](#)



## MEMO

DATE: August 5, 2017  
TO: Board of County Commissioners  
FROM: Jill Amery  
RE: The Sale of property account number 15484 via sealed bid

This winter a property owner notified the Department of Assessment & Tax that trees on the property we own, next to hers had lost some rather large branches and others looked unstable. During the conversation the property owner, Ms. Hanlon, expressed an interest in purchasing this parcel. It seemed the perfect time to offer our first parcel through the new policy for a small, unbuildable bare lot. The documentation was sent to the contiguous property owners, 2 in all, Ms. Hanlon and Mr. Black. Ms. Hanlon returned her sealed bid, funds included before the deadline. Mr. Black did not respond with a sealed bid. The policy was followed and with all steps completed; this transaction is before you today for acceptance of the bid offer and signature of the deed to finalize the transaction. It is my recommendation that you accept the offer of \$5,100, from Ms. Hanlon.

This transaction may be argued by Mr. Black. He has contacted our office, after the deadline for bid submission with several different declarations; that he owned the parcel that he had an agreement with the prior owner to "use" the property, and that he had purchased it previously. Wasco County surveyor confirmed Mr. Black's west property line matches our east property line and that he does not own this parcel per the legal description.

Wasco County took deed to this parcel in 2008 through tax foreclosure. It is a small parcel that appears to have been created after historical conveyances that didn't match the property lines occurred. It became an unknown owner and the county subsequently foreclosed for nonpayment of taxes. After legal and survey review, I recommend Wasco County convey this parcel to the only sealed bid received, Ms. Hanlon, in the amount of \$5,100.

Thank you

Jill Amery, Assessor/Tax Collector

Grantor's Name: **Wasco County**

After recording return and send all tax statements to:

**Mary Hanlon**

**315 E 10<sup>th</sup> St**

**The Dalles, OR 97058**

### QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **WASCO COUNTY, a Political Subdivision of the State of Oregon**, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto, **Mary Hanlon**, hereinafter called grantee and unto grantee's heirs, successors and assigns all of the grantor's right, title, and interest in that certain real property with the tenements, hereditaments and appurtenances there unto belonging or in any way appertaining, situated in the **County of Wasco**, State of Oregon, as described:

NO DEED REF NOT A PART OF 7200  
APPROX 10 FT STRIP APPEARS TO BE PART  
OF 7100;  
FTLPO  
POR OF BLUFF ADDN LOT 3, BLK 4, AND  
OF NEYCE & GIBSON'S ADDN LOT 1 BLK 7  
DESC AS:  
BAAP ON N R/W LI E 10TH ST, AT POINT  
OF INTERSECTION OF W R/W LI CASE ST  
EXT OF R.W LI 219 FT;  
TH E PLL WITH SD N R/W LI OF E 10TH  
ST 10 FT;  
TH S PLL WITH W LI LOT 3, BLK 7  
NEYCE & GIBSON'S ADDN TO SD N R/W LI  
E 10TH ST;  
TH NWLY ALG N LI 10TH ST TO POB

EXCEPT: Rights of the public in and to that portion of herein described property lying within public roads and highways

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is **\$5,100**. In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this \_\_\_\_ day of \_\_\_\_\_ 2017; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES

NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY CONTAIN ENVIRONMENTAL HAZARDS, CONTAMINATION, AND/OR WETLANDS. SELLER ASSUMES NO RESPONSIBILITY AND IS IN NO WAY LIABLE FOR ANY CLEANUP, ABATEMENT, MITIGATION, REMEDIATION OR OTHER ACTIONS IN CONNECTION WITH THESE POSSIBLE CONDITIONS.

WASCO COUNTY BOARD OF COMMISSIONERS

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Rod, L. Runyon, Chair

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Steven D. Kramer, Vice-Chair

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Scott C. Hege, County Commissioner

STATE OF OREGON     )  
                                  ) §  
COUNTY OF WASCO    )

Personally appeared before me this 16<sup>th</sup> day of August, 2017, the above-named Rod L. Runyon, Wasco County Commissioner, Scott C. Hege, Wasco County Commissioner and Steven D. Kramer, Wasco County Commissioner, and acknowledged the foregoing instrument to be their voluntary act and deed.

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Notary Public for Oregon

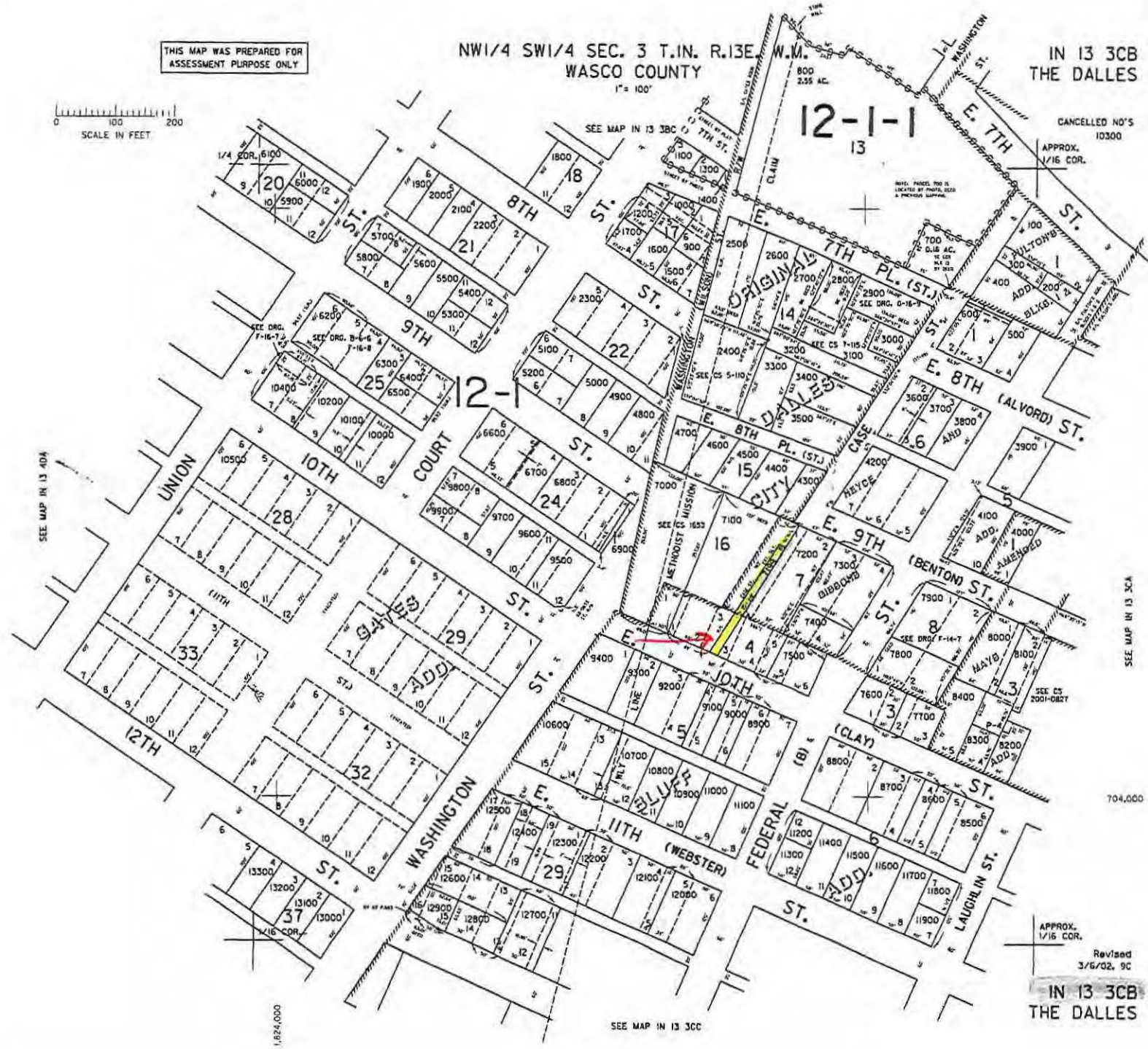
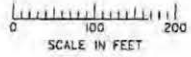


THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY

NW1/4 SW1/4 SEC. 3 T.1N. R.13E.  
WASCO COUNTY  
1" = 100'

IN 13 3CB  
THE DALLES

7199



CANCELLED NO'S  
10300

APPROX.  
1/16 COR.

SEE MAP IN 13 3CA

704,000

APPROX.  
1/16 COR.

Revised  
3/6/02, 9C

IN 13 3CB  
THE DALLES

SEE MAP IN 13 3CC

1,824,000





## MEMO

Date: August 5, 2017  
TO: Board of County Commissioners  
FROM: Jill Amery  
RE: County owned land auction

On Friday, August 4, 2017, Wasco County sold 11 of their County owned properties in an auction.

This has been a project that was asked of the department of assessment & tax when I came aboard in the middle of 2014. This responsibility does not normally reside in the department of assessment or tax office in counties. We formed a cross functional team and slowly began to tackle this project over time. It took until 2015 to get moving on the project due to the crisis the department was in after Tim's death. It truly took a village to accomplish this; a cross functional team, legal counsel, other counties expertise, the Oregon Public Property Managers Association, other numerous Wasco County staff to contribute their expertise and most of all the unending moral support from too many people to name. A policy was finally adopted by the board of county commissioners in 2016. Our first sale commenced in 2017.

We advertised 16 properties; 5 improved properties in The Dalles, 1 improved property in Dufur and 10 bare land parcels in Shaniko. We pulled the Dufur property the day prior to the sale with an issue we could not resolve prior to the sale. Of the remaining 15 properties 11 sold for a combined total of \$183,450. The 11 properties that sold had an accumulated minimum bid amount of \$136,453. The sale took in \$46,997 over the minimum bid requirement.

The 11 deeds are before you for your signature today to finalize the acceptance of the offers and sale of the properties.

Thank you.

Jill Amery

Assessor/Tax Collector

## SALE OF TAX FORECLOSED REAL PROPERTY

On August 4, 2017 at 10:00 a.m. in Room 302 at 511 Washington St, OR, pursuant to an Order of the Board of Commissioners for Wasco County, Oregon, made and entered on July 3, 2017, I will sell at public auction the following described real property. All property will be sold **AS IS, without warranty as to title, value, zoning, suitability for any purpose, environmental condition, wetland designation, easements, or any other condition and will be conveyed by quitclaim deed. Certified funds (cash equivalent) only.** Further information on this sale can be found on the website: [www.co.wasco.or.us/departments/assessment and taxation/wasco county-owned land.php](http://www.co.wasco.or.us/departments/assessment%20and%20taxation/wasco%20county-owned%20land.php) or by calling (541) 506-2540.

### Property ID & Tax Lot

#4479 1N 13E 3DB 12000	1100 East 9 <sup>th</sup> The Dalles, OR	2016 Mkt Value: \$ 69,020 Min. Bid: \$ 34,500
#3810 1N 13E 3CA 12100	502 East 9 <sup>th</sup> Street The Dalles, OR	2016 Mkt Value: \$ 73,550 Min. Bid: \$36,775
#3921 1N 13E 3CB 4400	306 East 8 <sup>th</sup> Place The Dalles, OR	2016 Mkt Value: \$ 120,910 Min. Bid: \$35,000
#1932 2N 13E 29CA 900	1047 Irvine The Dalles, OR	2016 Mkt Value: \$ 50,510 Min. Bid: \$35,000
#1770 2N 13E 29CD 1300	3316 W 10 <sup>th</sup> Street The Dalles, OR	2016 Mkt Value: \$ 79,450 Min. Bid: \$25,000
#9945 1S 13E 34A 700	83144 Dufur Valley Road Dufur, OR	2016 Mkt Value: \$157,200 Min. Bid: \$ 80,000
#12301 6S 16E 36DB 5300	No situs address Shaniko, OR	2016 Mkt Value: \$2,380 Min. Bid: \$ 500
# 12282 6S 16E 36DB 2800	No situs address Shaniko, OR	2016 Mkt Value: \$2,380 Min. Bid: 500
#12304 6S 16E 36DB 5800	No situs address Shaniko, OR	2016 Mkt Value: \$6,430 Min. Bid: \$ 1,000
#12307 6S 16E 36DB 5900	No situs address Shaniko, OR	2016 Mkt Value: \$25,100 Min. Bid: \$ 4,000

not sold

pulled

not sold

not sold

not sold

#12220	No situs address	2016 Mkt Value: \$13,820
6S 16E 36AC 2400	Shaniko, OR	Min. Bid: \$ 1,350
#12247	No situs address	2016 Mkt Value: \$6,620
6S 16E 36 AC 5900	Shaniko, OR	Min. Bid: \$ 500
#13603	No situs address	2016 Mkt Value: \$6,620
6S 16E 36AC 3500	Shaniko, OR	Min. Bid: \$ 500
# 12223	No situs address	2016 Mkt Value: \$ 7,960
6S 16E 36AC 3400	Shaniko, OR	Min. Bid: \$ 500
# 12222	No situs address	2016 Mkt Value: \$ 6,620
6S 16E 36AC 3000	Shaniko, OR	Min. Bid: \$ 664
#12227	No situs address	2016 Mkt Value: \$ 6,620
6S 16E 36AC 2900	Shaniko, OR	Min. Bid: \$ 664

Lane Magill, Wasco County Sheriff

Grantor's Name: **Wasco County**

After recording return and send all tax statements to:

**Roger & Nancy Larson**

**PO BOX 1831**

**The Dalles, OR 97058**

#### QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **WASCO COUNTY, a Political Subdivision of the State of Oregon**, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto, **Roger Larson and Nancy Larson**, hereinafter called grantee and unto grantee's heirs, successors and assigns all of the grantor's right, title, and interest in that certain real property with the tenements, hereditaments and appurtenances there unto belonging or in any way appertaining, situated in the **County of Wasco**, State of Oregon, as described:

**Lot 3, Block 13, BIGELOW'S BLUFF ADDITION TO THE CITY OF THE DALLES, County of Wasco and State of Oregon**

EXCEPT: Rights of the public in and to that portion of herein described property lying within public roads and highways

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is **\$53,000**. In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this \_\_\_\_ day of \_\_\_\_\_ 2017; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT

OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY CONTAIN ENVIRONMENTAL HAZARDS, CONTAMINATION, AND/OR WETLANDS. SELLER ASSUMES NO RESPONSIBILITY AND IS IN NO WAY LIABLE FOR ANY CLEANUP, ABATEMENT, MITIGATION, REMEDIATION OR OTHER ACTIONS IN CONNECTION WITH THESE POSSIBLE CONDITIONS.

WASCO COUNTY BOARD OF COMMISSIONERS

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Rod, L. Runyon, Chair

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Steven D. Kramer, Vice-Chair

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Scott C. Hege, County Commissioner

STATE OF OREGON     )  
                                  ) §  
COUNTY OF WASCO    )

Personally appeared before me this 16<sup>th</sup> day of August, 2017, the above-named Rod L. Runyon, Wasco County Commissioner, Scott C. Hege, Wasco County Commissioner and Steven D. Kramer, Wasco County Commissioner, and acknowledged the foregoing instrument to be their voluntary act and deed.

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Notary Public for Oregon



Grantor's Name: **Wasco County**

After recording return and send all tax statements to:

**Jose Flores**

**PO BOX 524**

**The Dalles, OR 997058**

### QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **WASCO COUNTY, a Political Subdivision of the State of Oregon**, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto, **Jose Flores**, hereinafter called grantee and unto grantee's heirs, successors and assigns all of the grantor's right, title, and interest in that certain real property with the tenements, hereditaments and appurtenances there unto belonging or in any way appertaining, situated in the **County of Wasco**, State of Oregon, as described:

**Beginning at the Northeast corner of Lot 1, Block 4 of MAYS AMENDED ADDITION TO DALLES CITY, Wasco County, Oregon; thence in the Southerly direction 76 feet along the East line of said lot; thence in a Westerly direction and parallel with East Ninth Street 24 feet; thence in a Northerly direction and parallel with the East side of said lot, 76 feet; thence in an Easterly direction along the South side of East Ninth Street 24 feet to the point of beginning**

EXCEPT: Rights of the public in and to that portion of herein described property lying within public roads and highways

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is **\$42,000**. In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this \_\_\_\_ day of \_\_\_\_\_ 2017; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT



TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY CONTAIN ENVIRONMENTAL HAZARDS, CONTAMINATION, AND/OR WETLANDS. SELLER ASSUMES NO RESPONSIBILITY AND IS IN NO WAY LIABLE FOR ANY CLEANUP, ABATEMENT, MITIGATION, REMEDIATION OR OTHER ACTIONS IN CONNECTION WITH THESE POSSIBLE CONDITIONS.

WASCO COUNTY BOARD OF COMMISSIONERS

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Rod, L. Runyon, Chair

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Steven D. Kramer, Vice-Chair

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Scott C. Hege, County Commissioner

STATE OF OREGON     )  
                                  ) §  
COUNTY OF WASCO    )

Personally appeared before me this 16<sup>th</sup> day of August, 2017, the above-named Rod L. Runyon, Wasco County Commissioner, Scott C. Hege, Wasco County Commissioner and Steven D. Kramer, Wasco County Commissioner, and acknowledged the foregoing instrument to be their voluntary act and deed.

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Notary Public for Oregon

Grantor's Name: **Wasco County**

After recording return and send all tax statements to:

**Keef Morgan**

**1301 Lambert St**

**The Dalles, OR 97058**

#### QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **WASCO COUNTY, a Political Subdivision of the State of Oregon**, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto, **Keef Morgan**, hereinafter called grantee and unto grantee's heirs, successors and assigns all of the grantor's right, title, and interest in that certain real property with the tenements, hereditaments and appurtenances there unto belonging or in any way appertaining, situated in the **County of Wasco**, State of Oregon, as described:

**Beginning at a point which is located South 07° 06' East, a distance of 563.3 feet from an iron rod driven in the ground on the North boundary of Tract "H" of CHENOWITH HOME TRACTS. Said iron pipe being a distance of 510 feet Easterly from the Northwest corner of said Tract "H", which is also Northwest corner of the JOHN IRVINE DONATION LAND CLAIM NO. 39 in Section 29, Township 2 North, Range 13 East of the Willamette Meridian, continuing thence South 07° 06' East a distance of 85 feet; thence North 88° 03' East to the West line of tract conveyed to Fort Dalles Riders, an Oregon corporation, recorded March 8, 1972, Microfilm No. 72-0462, Wasco County, Oregon; thence North 05° 25' West along the West line of said Fort Dalles Riders tract a distance of 85 feet, more or less, to an iron rod that is North 88° 03' East from the point of beginning I; thence South 88° 03' West a distance of 120.35 feet to the point of beginning, all in Wasco County, Oregon.**

EXCEPT: Rights of the public in and to that portion of herein described property lying within public roads and highways

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is **\$57,000**. In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this \_\_\_\_ day of \_\_\_\_\_ 2017; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE

LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY CONTAIN ENVIRONMENTAL HAZARDS, CONTAMINATION, AND/OR WETLANDS. SELLER ASSUMES NO RESPONSIBILITY AND IS IN NO WAY LIABLE FOR ANY CLEANUP, ABATEMENT, MITIGATION, REMEDIATION OR OTHER ACTIONS IN CONNECTION WITH THESE POSSIBLE CONDITIONS.

WASCO COUNTY BOARD OF COMMISSIONERS

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Rod, L. Runyon, Chair

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Steven D. Kramer, Vice-Chair

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Scott C. Hege, County Commissioner

STATE OF OREGON        )  
                                  ) §  
COUNTY OF WASCO     )

Personally appeared before me this 16<sup>th</sup> day of August, 2017, the above-named Rod L. Runyon, Wasco County Commissioner, Scott C. Hege, Wasco County Commissioner and Steven D. Kramer, Wasco County Commissioner, and acknowledged the foregoing instrument to be their voluntary act and deed.

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Notary Public for Oregon

Grantor's Name: **Wasco County**

After recording return and send all tax statements to:

**Travis & Tiffany Hillman**

**3151 Old Dufur RD**

**The Dalles, OR 97058**

#### QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **WASCO COUNTY, a Political Subdivision of the State of Oregon**, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto, **Travis Hillman and Tiffany Hillman**, hereinafter called grantee and unto grantee's heirs, successors and assigns all of the grantor's right, title, and interest in that certain real property with the tenements, hereditaments and appurtenances there unto belonging or in any way appertaining, situated in the **County of Wasco**, State of Oregon, as described:

**TOWN OF SHANIKO**

**LOTS 7 THRU 11 BLK 7**

EXCEPT: Rights of the public in and to that portion of herein described property lying within public roads and highways

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is **\$1,350**. In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this \_\_\_\_ day of \_\_\_\_\_ 2017; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT

OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY CONTAIN ENVIRONMENTAL HAZARDS, CONTAMINATION, AND/OR WETLANDS. SELLER ASSUMES NO RESPONSIBILITY AND IS IN NO WAY LIABLE FOR ANY CLEANUP, ABATEMENT, MITIGATION, REMEDIATION OR OTHER ACTIONS IN CONNECTION WITH THESE POSSIBLE CONDITIONS.

WASCO COUNTY BOARD OF COMMISSIONERS

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Rod, L. Runyon, Chair

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Steven D. Kramer, Vice-Chair

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Scott C. Hege, County Commissioner

STATE OF OREGON     )  
                                  ) §  
COUNTY OF WASCO    )

Personally appeared before me this 16<sup>th</sup> day of August, 2017, the above-named Rod L. Runyon, Wasco County Commissioner, Scott C. Hege, Wasco County Commissioner and Steven D. Kramer, Wasco County Commissioner, and acknowledged the foregoing instrument to be their voluntary act and deed.

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Notary Public for Oregon

Grantor's Name: **Wasco County**

After recording return and send all tax statements to:

**Travis & Tiffany Hillman**

**3151 Old Dufur RD**

**The Dalles, OR 97058**

#### QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **WASCO COUNTY, a Political Subdivision of the State of Oregon**, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto, **Travis Hillman and Tiffany Hillman**, hereinafter called grantee and unto grantee's heirs, successors and assigns all of the grantor's right, title, and interest in that certain real property with the tenements, hereditaments and appurtenances there unto belonging or in any way appertaining, situated in the **County of Wasco**, State of Oregon, as described:

**TOWN OF SHANIKO**

**LOTS 1 THRU 4 BLK 27**

EXCEPT: Rights of the public in and to that portion of herein described property lying within public roads and highways

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is **\$1,000**. In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this \_\_\_\_ day of \_\_\_\_\_ 2017; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT



OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY CONTAIN ENVIRONMENTAL HAZARDS, CONTAMINATION, AND/OR WETLANDS. SELLER ASSUMES NO RESPONSIBILITY AND IS IN NO WAY LIABLE FOR ANY CLEANUP, ABATEMENT, MITIGATION, REMEDIATION OR OTHER ACTIONS IN CONNECTION WITH THESE POSSIBLE CONDITIONS.

WASCO COUNTY BOARD OF COMMISSIONERS

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Rod, L. Runyon, Chair

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Steven D. Kramer, Vice-Chair

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Scott C. Hege, County Commissioner

STATE OF OREGON     )  
                                  ) §  
COUNTY OF WASCO    )

Personally appeared before me this 16<sup>th</sup> day of August, 2017, the above-named Rod L. Runyon, Wasco County Commissioner, Scott C. Hege, Wasco County Commissioner and Steven D. Kramer, Wasco County Commissioner, and acknowledged the foregoing instrument to be their voluntary act and deed.

---

Notary Public for Oregon

Grantor's Name: **Wasco County**

After recording return and send all tax statements to:

**Travis Hillman**

**3151 Old Dufur RD**

**The Dalles, OR 97058**

#### QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **WASCO COUNTY, a Political Subdivision of the State of Oregon**, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto, **Travis Hillman**, hereinafter called grantee and unto grantee's heirs, successors and assigns all of the grantor's right, title, and interest in that certain real property with the tenements, hereditaments and appurtenances there unto belonging or in any way appertaining, situated in the **County of Wasco**, State of Oregon, as described:

**TOWN OF SHANIKO**

**LOTS 1 & 2 BLK 14**

EXCEPT: Rights of the public in and to that portion of herein described property lying within public roads and highways

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is **\$500**. In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this \_\_\_\_ day of \_\_\_\_\_ 2017; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST

PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY CONTAIN ENVIRONMENTAL HAZARDS, CONTAMINATION, AND/OR WETLANDS. SELLER ASSUMES NO RESPONSIBILITY AND IS IN NO WAY LIABLE FOR ANY CLEANUP, ABATEMENT, MITIGATION, REMEDIATION OR OTHER ACTIONS IN CONNECTION WITH THESE POSSIBLE CONDITIONS.

WASCO COUNTY BOARD OF COMMISSIONERS

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Rod, L. Runyon, Chair

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Steven D. Kramer, Vice-Chair

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Scott C. Hege, County Commissioner

STATE OF OREGON     )  
                                  ) §  
COUNTY OF WASCO    )

Personally appeared before me this 16<sup>th</sup> day of August, 2017, the above-named Rod L. Runyon, Wasco County Commissioner, Scott C. Hege, Wasco County Commissioner and Steven D. Kramer, Wasco County Commissioner, and acknowledged the foregoing instrument to be their voluntary act and deed.

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Notary Public for Oregon

Grantor's Name: **Wasco County**

After recording return and send all tax statements to:

**Travis Hillman**

**3151 Old Dufur RD**

**The Dalles, OR 97058**

#### QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **WASCO COUNTY, a Political Subdivision of the State of Oregon**, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto, **Travis Hillman**, hereinafter called grantee and unto grantee's heirs, successors and assigns all of the grantor's right, title, and interest in that certain real property with the tenements, hereditaments and appurtenances there unto belonging or in any way appertaining, situated in the **County of Wasco**, State of Oregon, as described:

**Beginning at an iron pipe 357 feet North and 362 3/10 feet East of the more Westerly Northwest corner of the SHAUG DONATION LAND CLAIM located in the Southwest quarter of Second 29, Township 2 North, Range 13 East of the Willamette Meridian; thence South 89° 54' East, a distance of 100 feet to an iron pipe; thence North 22° 06' West, a distance of 50 feet to an iron pipe; thence North 89° 54' West, a distance to an iron pipe; thence South 22° 06' East a distance of 50 feet to the place of beginning.**

EXCEPT: Rights of the public in and to that portion of herein described property lying within public roads and highways

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is **\$25,000.00**. In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this \_\_\_\_ day of \_\_\_\_\_ 2017; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT

TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY CONTAIN ENVIRONMENTAL HAZARDS, CONTAMINATION, AND/OR WETLANDS. SELLER ASSUMES NO RESPONSIBILITY AND IS IN NO WAY LIABLE FOR ANY CLEANUP, ABATEMENT, MITIGATION, REMEDIATION OR OTHER ACTIONS IN CONNECTION WITH THESE POSSIBLE CONDITIONS.

WASCO COUNTY BOARD OF COMMISSIONERS

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Rod, L. Runyon, Chair

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Steven D. Kramer, Vice-Chair

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Scott C. Hege, County Commissioner

STATE OF OREGON     )  
                                  ) §  
COUNTY OF WASCO    )

Personally appeared before me this 16<sup>th</sup> day of August, 2017, the above-named Rod L. Runyon, Wasco County Commissioner, Scott C. Hege, Wasco County Commissioner and Steven D. Kramer, Wasco County Commissioner, and acknowledged the foregoing instrument to be their voluntary act and deed.

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Notary Public for Oregon

Grantor's Name: **Wasco County**

After recording return and send all tax statements to:

**Timm Johnson**  
**4418 Lexington PL NE**  
**Lacey, WA 98516**

#### QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **WASCO COUNTY, a Political Subdivision of the State of Oregon**, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto, **Timm Johnson**, hereinafter called grantee and unto grantee's heirs, successors and assigns all of the grantor's right, title, and interest in that certain real property with the tenements, hereditaments and appurtenances there unto belonging or in any way appertaining, situated in the **County of Wasco**, State of Oregon, as described:

**TOWN OF SHANIKO**  
**LOTS 1 & 2 BLK 8**

EXCEPT: Rights of the public in and to that portion of herein described property lying within public roads and highways

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is **\$600**. In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this \_\_\_\_ day of \_\_\_\_\_ 2017; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST



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WASCO COUNTY BOARD OF COMMISSIONERS

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Rod, L. Runyon, Chair

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Steven D. Kramer, Vice-Chair

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Scott C. Hege, County Commissioner

STATE OF OREGON     )  
                                  ) §  
COUNTY OF WASCO    )

Personally appeared before me this 16<sup>th</sup> day of August, 2017, the above-named Rod L. Runyon, Wasco County Commissioner, Scott C. Hege, Wasco County Commissioner and Steven D. Kramer, Wasco County Commissioner, and acknowledged the foregoing instrument to be their voluntary act and deed.

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Notary Public for Oregon

Grantor's Name: **Wasco County**

After recording return and send all tax statements to:

**Timm Johnson**  
**4418 Lexington PL NE**  
**Lacey, WA 98516**

#### QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **WASCO COUNTY, a Political Subdivision of the State of Oregon**, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto, **Timm Johnson**, hereinafter called grantee and unto grantee's heirs, successors and assigns all of the grantor's right, title, and interest in that certain real property with the tenements, hereditaments and appurtenances there unto belonging or in any way appertaining, situated in the **County of Wasco**, State of Oregon, as described:

**TOWN OF SHANIKO**  
**LOTS 11 & 12 BLK 8**

EXCEPT: Rights of the public in and to that portion of herein described property lying within public roads and highways

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is **\$1,250**. In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this \_\_\_\_ day of \_\_\_\_\_ 2017; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

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STATE OF OREGON     )  
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**TOWN OF SHANIKO**  
**LOTS 3 & 4 BLK 8**

EXCEPT: Rights of the public in and to that portion of herein described property lying within public roads and highways

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STATE OF OREGON     )  
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**TOWN OF SHANIKO**

**LOTS 9 & 10 BLK 8**

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Notary Public for Oregon

**Agenda Item**  
**Community Corrections Contract Renewals**

- [Bridges to Change Contract Renewal](#)
- [Innovative Counseling Enterprises Contract Renewal](#)
- [Cognitive Behavioral Therapy Consulting Services Contract](#)

## **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, 2018, 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 not to exceed \$190,100 per year as defined above at the following bed rate:

\$1,584 per resident per month for Stabilization Housing  
\$1,000 per resident per month for Transitional Housing

Each month PROVIDER will provide an itemized statement, which will include the following:

- a. Name of offender housed
  - b. Name of residence
  - c. Date of entry
  - c. 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)
  - d. Exit date
  - e. Date of last safety inspection
  - f. Report any repairs that need to be made
- 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 Osborne, Director  
Wasco County Community Corrections  
421 East Seventh Street, Annex B  
The Dalles, OR 97058

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

PROVIDER: Monta Knudson  
Bridges To Change  
10570 SE Washington St., Ste. 201  
Portland, OR 97216

**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: \_\_\_\_\_

\_\_\_\_\_  
ROD L. RUNYON, Commission Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
STEVEN D. KRAMER, Vice-Chair  
County Commissioner

Date: \_\_\_\_\_

\_\_\_\_\_  
SCOTT C. HEGE, County Commissioner

WASCO COUNTY COMMUNITY CORRECTIONS

Date: \_\_\_\_\_

\_\_\_\_\_  
FRITZ OSBORNE  
Director, Wasco County Community Corrections

BRIDGES TO CHANGE

Date: \_\_\_\_\_

\_\_\_\_\_  
MONTA KNUDSON  
Executive Director, Bridges To Change  
PO Box 16576  
10570 SE Washington St., Ste. 201  
Portland, OR 97216

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristen Campbell

Wasco County Counsel

Tax Id. No. 76-0751239



## **Exhibit A**

### **Scope of Work**

PROVIDER agrees to provide transitional housing and 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. Transitional housing provides a stable environment to better address these challenges. The target population is offenders supervised by WCCC who are in need of short-term shelter or transitional housing. Most offenders receiving services will be assessed as having a higher risk to reoffend. Those referred to transitional housing will include, but are not limited to:

- Offenders recently released from prison or jail
- Offenders with a history of violent behavior
- Offenders with a history of arson
- Offenders diagnosed with disabilities or multiple 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 mentoring services. The program focuses on adults identified with drug and alcohol use disorders. This housing program operates under specific rules and regulations following guidelines for alcohol- and drug-free housing.

The 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.

## **BASE SERVICES**

Provider shall provide to Wasco County Community Corrections transitional housing, case management, and 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.

## **HOUSE SELECTION AND LOCATION**

Provider will independently identify and negotiate terms for community housing with prospective sellers or landlords. 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 shall complete community outreach in the neighborhood of any proposed house selection prior to executing any housing contract. Completion of community outreach shall be determined by the WCCC Director.

## **TRANSITIONAL HOUSING STAFFING**

A standard Transitional Housing site consists of one Recovery Mentor and one Onsite Case Manager to provide recovery-focused activities and support.

The Onsite Case Manager 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 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

### **STABILIZATION HOUSING STAFFING**

Stabilization Housing adds an additional Recovery Mentor to the baseline Transitional Housing staff.

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

### **MENTORING 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.

## **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.

### **Client Damage to Provider's Property**

WCCC will be liable for any damages to the Provider's property caused by WCCC-supervised clients which is above and beyond reasonable wear, tear or breakage. Provider will submit a request for reimbursement for repair costs to the WCCC Director for up to and not to exceed \$5,000 per year that includes documentation verifying that damages were caused by a WCCC-supervised client. If the \$5,000 amount does not adequately cover the damages, WCCC and Provider will negotiate and mutually agree upon a fair and equitable compensation for the cost of the damages.

### **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.

## **SEX OFFENDER TREATMENT CONSULTING SERVICES CONTRACT**

This Contract is by and between Wasco County (“**COUNTY**”) and Innovative Counseling Enterprises (“**CONSULTANT**”), for the performance of sex offender treatment programming for the Community Corrections Department of COUNTY in furtherance of its goal to reduce criminal behavior and sex offender non-compliance by promoting positive change in individuals through a combination of program services, supervision, and sanctions.

### **A. RECITALS**

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

### **B. CONTRACT EXHIBITS**

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

Exhibit A      Scope of Work

### **C. AGREEMENT**

#### **1. Term**

The term of this Contract shall be from its execution to no later than June 30, 2018, and may be extended for additional periods of time upon mutual agreement of both parties.

#### **2. Scope of Work**

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

#### **3. Compensation**

3.1 Payment. CONSULTANT shall complete the Scope of Work as defined above at the following rates:

Treatment Planning Session:	\$90.00
Group Therapy Session:	\$45.00
Individual Therapy Session:	\$125.00
PPG Test:	\$300.00
Biofeedback Session:	\$100.00



Total cost of services charged by CONSULTANT to COUNTY per week will not exceed \$550.

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

#### **4. Consultant Is an Independent Contractor**

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

#### **5. Notices**

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

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

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

CONSULTANT: David Schuessler, LPC, SOTB  
Innovative Counseling Enterprises  
2920 SW Dolph Court, Suite 1  
Portland, OR 97219

## **6. Indemnification**

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

## **7. Insurance Requirements**

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

## **8. Workers' Compensation**

- 8.1 CONSULTANT, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers'

compensation coverage for all subject workers.

- 8.2 CONSULTANT warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. CONSULTANT shall indemnify COUNTY for any liability incurred by COUNTY as a result of CONSULTANT's breach of the warranty under this paragraph.

## **9. Assignment**

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

## **10. Labor and Material**

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

## **11. Ownership of Work and Documents**

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

## **12. Termination for Convenience**

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

### **13. Termination for Cause**

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

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

### **14. Termination for Default**

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

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

### **15. Remedies**

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

- 15.1 If terminated under paragraph 14 by COUNTY due to a breach by CONSULTANT, COUNTY may complete the work either itself, by agreement with another contractor, or by a combination thereof.
- 15.2 In addition to the above remedies for a breach by CONSULTANT, COUNTY also shall be entitled to any other equitable and legal remedies that are available.
- 15.3 If COUNTY breaches this Contract, CONSULTANT's remedy shall be limited to termination of the Contract and receipt of Contract payments to which

CONSULTANT is entitled.

15.4 COUNTY shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

15.5 Upon receiving a notice of termination, and except as otherwise directed in writing by COUNTY, CONSULTANT shall immediately cease all activities related to the services and work under this Contract. As directed by COUNTY, CONSULTANT shall, upon termination, deliver to COUNTY all then existing work product that, if the Contract had been completed, would be required to be delivered to COUNTY.

## **16. Nondiscrimination**

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

## **17. Governing Law; Jurisdiction; Venue**

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

## **18. Compliance with Laws and Regulations**

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

## **19. Experience, Capabilities and Resources**

By execution of this Contract, the CONSULTANT agrees that: CONSULTANT has the skill, legal capacity, and professional ability necessary to perform all the services

required under this Contract. CONSULTANT has the capabilities and resources necessary to perform the obligations of this Contract.

**20. Documents**

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

**21. Access to Records**

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

**22. Representations and Warranties**

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

**23. Attorney Fees**

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

**24. Limitation of Liabilities**

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

**25. Confidentiality**

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

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

**26. Force Majeure**

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

**27. Waivers**

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

**28. Severability**

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

**29. Headings**

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

**30. Integration**

This Contract, including the attached exhibits contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral



discussions or agreements regarding the matters addressed by this Contract.

**31. Amendments**

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

**32. Authority**

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

Approved this 16<sup>th</sup> day of August, 2017.

WASCO COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
ROD L. RUNYON, Commission Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
STEVEN D. KRAMER, Vice-Chair

\_\_\_\_\_  
Kristen Campbell,  
Wasco County Counsel

\_\_\_\_\_  
SCOTT C. HEGE, County Commissioner

WASCO COUNTY COMMUNITY CORRECTIONS

Date: \_\_\_\_\_

\_\_\_\_\_  
FRITZ OSBORNE  
Director, Wasco County Community Corrections

INNOVATIVE COUNSELING ENTERPRISES

Date: \_\_\_\_\_

\_\_\_\_\_  
DAVID J. SCHUESSLER  
Director, Innovative Counseling Enterprises  
2920 SW Dolph Court, Ste. 1  
Portland, OR 97219

Tax Id. No. 26-4492280

## **Exhibit A**

### **Scope of Work**

CONSULTANT agrees to provide sex offender treatment programming to referred COUNTY clients as agreed upon this contract. The services agreed to be provided by CONSULTANT for COUNTY clients will include:

- A. Consultation with the COUNTY staff regarding the sex offender clients, to include: strategies, goals, achievements, problems, and client disciplinary actions. CONSULTANT will communicate with COUNTY regarding clients as needed and as requested by COUNTY.
- B. Monthly client status reports to COUNTY on each client participating in the program that reflects the offender's compliance and progress in the program, attendance, test results, and relevant issues.
- C. CONSULTANT will assess and evaluate clients for appropriate level of treatment using Association for the Treatment of Sexual Abusers (ATSA) standards.
- D. CONSULTANT will give the clients a written set of rules, requirements, and expectations, including consequences for non-compliance and incentives for success upon entry into the program.
- E. The treatment program will be based on an evidence based curriculum approved by this department and address issues of client motivation. Treatment options shall be available consistent with the client's assessed stage of change.
- F. Treatment shall be based on cognitive and behavioral intervention and social learning approaches. The treatment program will be of sufficient length and intensity to produce stable behavioral changes based on replacing thinking errors with pro-social cognitive skills and practicing new skills for avoiding drug use.
- G. Client consequences for program violation shall utilize a graduated continuum of sanctions in concert with COUNTY to address failings and redirect clients towards continuation and completion of the program prior to a termination action.
- H. Treatment shall include: relapse prevention planning and comprehensive transition planning and after-care planning to insure ongoing success.
- I. CONSULTANT will abide by Chapter IV (Sections 6 to 9 pertaining to Sex Offender Treatment) in the Procedures Manual of the Community Corrections Department of COUNTY.
- K. COUNTY will provide referral forms and release information forms for referred clients along with additional information pertaining to clients behavior, compliance and pertinent issues, as necessary to affect positive outcomes in treatment.

- L. COUNTY will consult with CONSULTANT as needed and requested regarding client issues.
- M. COUNTY will work in concert with CONSULTANT to implement graduated sanctions as consequences for violations to address failings and redirect clients towards continuation and completion of the program prior to termination of action.

**COGNITIVE BEHAVIORAL THERAPY PROGRAM**  
**CONSULTING SERVICES CONTRACT**

This Contract is by and between Wasco County (“**COUNTY**”) and Ron Webber (“**CONSULTANT**”), for the performance of evidence-based cognitive behavioral programming 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 a person or entity with particular training ability, knowledge and experience as possessed by CONSULTANT. CONSULTANT is a trained facilitator and certified provider of the cognitive behavioral program curriculums outlined in the Scope of Work, and has a long standing positive working relationship with our clients and office staff. COUNTY has determined that CONSULTANT is qualified and capable of performing the professional services as COUNTY requires, under the terms and conditions set forth.

**B. CONTRACT EXHIBITS**

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

Exhibit A      Scope of Work

**C. AGREEMENT**

**1. Term**

The term of this Contract shall be from its execution to no later than June 30, 2018, and may be extended for additional periods of time upon mutual agreement of both parties.

**2. Scope of Work**

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

**3. Compensation**

3.1 Payment. CONSULTANT shall complete the Scope of Work as defined above at a rate of \$35.00 per hour.

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

**4. Consultant Is an Independent Contractor**

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

**5. Notices**

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

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

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

CONSULTANT: Ron Webber  
PO Box 1792  
The Dalles, OR 97058

**6. Indemnification**

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

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**25. Confidentiality**

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

**29. Headings**

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**30. Integration**

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

**31. Amendments**

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

**32. Authority**

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

Approved this 16<sup>th</sup> day of August, 2017.

WASCO COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
ROD L. RUNYON, Commission Chair  
County Commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
STEVEN D. KRAMER, Vice-Chair  
County Commissioner

\_\_\_\_\_  
Kristen Campbell,  
Wasco County Counsel

\_\_\_\_\_  
SCOTT C. HEGE, County Commissioner

WASCO COUNTY COMMUNITY CORRECTIONS

Date: \_\_\_\_\_

\_\_\_\_\_  
FRITZ OSBORNE  
Director, Wasco County Community Corrections

RON WEBBER

Date: \_\_\_\_\_

\_\_\_\_\_  
RON WEBBER  
PO Box 1792  
The Dalles, OR 97058

Tax Id. No. \_\_\_\_\_

## **Exhibit A**

### **Scope of Work**

CONSULTANT agrees to provide evidence-based cognitive behavioral programs to referred COUNTY clients as agreed upon this contract. The services agreed to be provided by CONSULTANT for COUNTY clients will include:

- A. Consultation with the COUNTY staff regarding all cognitive behavioral program clients, to include: strategies, goals, achievements, problems, and client disciplinary actions. CONSULTANT will communicate with COUNTY regarding clients as needed and as requested by COUNTY.
- B. Programs offered include the following curriculums:
  - Moral Reconation Therapy: criminal thinking and drug addiction
  - Thinking For Good: higher resistance criminal thinking and denial
  - Breaking Chains: trauma-informed approach to MRT
  - Something For Nothing: property and identity theft criminality
  - Responsible Living: property and identity theft criminality
  - Job Readiness: employment motivation and skill building
  - MRT-DV: domestic violence criminality
  - Making Changes For Good: sex offender relapse prevention
  - Staying Quit: general relapse prevention, aftercare, and maintenance
- C. Each curriculum may consist of a separate male and a female group. Some classes may accommodate co-ed participants upon approval of the Community Corrections Director.
- D. Each group session shall be billed for two hours.
- E. Monthly client status reports to COUNTY on each client participating in the program that reflects the offender's compliance and progress in the program, attendance, and relevant issues.
- F. CONSULTANT will give the clients a written set of rules, requirements, and expectations, including consequences for non-compliance and incentives for success upon entry into the program.
- G. CONSULTANT may provide material incentives for encouraging client's successful completion of programming in the form of \$10.00 gift cards for local coffee shops and/or fast food establishments to be provided for successfully achieving specific bench marks in a program. These incentives must be logged with Community Corrections.
- H. The treatment program will be based on an evidence based curriculum approved by this department (which will include work books and homework) and address issues of client motivation. Assigned program options shall be consistent with the client's assessed stage of change as determined by the supervising PO.

- I. Treatment shall be based on cognitive and behavioral intervention and social learning approaches. The treatment program will be of sufficient length and intensity to produce stable behavioral changes based on replacing thinking errors with pro-social cognitive skills and practicing new skills.
- J. Client consequences for program violation shall utilize sanctions in concert with COUNTY to address failings and to redirect clients towards continuation and completion of their program.
- K. COUNTY will provide referral forms and release information forms for referred clients along with additional information pertaining to client's behavior, compliance and pertinent issues, as necessary to affect positive outcomes.
- L. CONSULTANT shall provide COUNTY with attendance and progress records when requested.

**Agenda Item**  
**Amended Vacation Policy**

- [Staff Memo](#)
- [Amended Vacation Policy – Tracked Changes](#)
- [Amended Vacation Policy – Final Draft](#)





8/7/2017

To: Board of County Commissioners

From: Mike Middleton – Finance Director; Art Smith – Public Works Director  
Representing the Vacation Workgroup multifunctional team

Re: Vacation Policy Change

Hello,

The current vacation policy has an issue with the awarding of time as a new employee transitions from completing the first year of employment to the annual award on January 1<sup>st</sup>. The issue is in relation to equity for the amount of time worked compared to other county employees hired on a different date. This change addresses this specific issue.

The issue can be summed up in the following comparative: Employee A was hired on February 1<sup>st</sup>, X1, Employee B was hired on September 1<sup>st</sup>, X1; Employee C was hired on December 1<sup>st</sup>, X1. Each employee will work for 1 year and on their anniversary will have earned 2 weeks of vacation on 2/1/X2, 9/1/X2 and 12/1/X2 respectfully. At this point, the current policy moves the employees to a January 1<sup>st</sup> award date for their full award amount. So, on 1/1/X3, all three employees receive 2 weeks of vacation award. Employee A has worked 11 months for the award. Employee B has worked 4 months for the award. Employee C has worked 1 month for the award.

This causes a basic inequity of time awarded related to the time worked. In this situation, it is normal for employee A to feel shorted compared to employee C.

The Vacation Workgroup is proposing to address this equity issue by keeping the anniversary award date as the hire date. This gives a pattern of work a year, get your full vacation award. No vacation is awarded for partial years and all remains equitable. This will be for all newly hired employees. It will also allow current employees to “opt-in” during a 2 month window. This will utilize a prorated award to move an employee from a January 1<sup>st</sup> award date to an award date on the first of the employees’ anniversary month. A table is attached to show the rate.

If passed, information sessions will be held for each department to go over the change and give the staff the information so an informed choice to “opt-in” or not can be made. At these sessions, the prorated table will be explained.

### **Explanation of the prorated award table**

The awards are for working a twelve month period and all current employees received an award on 1/1/17. Moving to a different award date means there will be an award for a time frame that is less than twelve months. Each month is 1/12 of the total award. The prorated award represents the number of months worked since the last award (1/1/17). For example, a February 1<sup>st</sup> anniversary would have only worked January so the prorated award is for 1 month. The next award date will be 2/1/2018. This employee will not receive an award on 1/1/2018.

Then the actual award date if the employee chooses to “opt-in” will be November 1<sup>st</sup>, 2017 and then thereafter on the 1<sup>st</sup> of the anniversary month if the anniversary month for 2017 has already passed. November and December anniversary months will be on November and December 1<sup>st</sup> respectfully. In 2018 the award will be for the full award on the 1<sup>st</sup> of the anniversary month.

The table is built with percentages and a conversion table at the bottom. This was done as some employees are 37.5 hours per week and others are 40 hours per week.

Awarded on 1st of:	Anniversary Month											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Nov - 2017		8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	
Dec - 2017												92%
Awarded on 1st of:												
Jan - 2018	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Feb - 2018		100%										
Mar - 2018			100%									
Apr - 2018				100%								
May - 2018					100%							
Jun - 2018						100%						
Jul - 2018							100%					
Aug - 2018								100%				
Sep - 2018									100%			
Oct - 2018										100%		
Nov - 2018											100%	
Dec - 2018												100%
Percent of award	100%	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%
37.5 hr week - 2 weeks	75.00	6.25	12.50	18.75	25.00	31.25	37.50	43.75	50.00	56.25	62.50	68.75
40 hr week - 2 weeks	80.00	6.67	13.33	20.00	26.67	33.33	40.00	46.67	53.33	60.00	66.67	73.33
37.5 hr week - 3 weeks	112.50	9.38	18.75	28.13	37.50	46.88	56.25	65.63	75.00	84.38	93.75	103.13
40 hr week - 3 weeks	120.00	10.00	20.00	30.00	40.00	50.00	60.00	70.00	80.00	90.00	100.00	110.00
37.5 hr week - 4 weeks	150.00	12.50	25.00	37.50	50.00	62.50	75.00	87.50	100.00	112.50	125.00	137.50
40 hr week - 4 weeks	160.00	13.33	26.67	40.00	53.33	66.67	80.00	93.33	106.67	120.00	133.33	146.67

WASCO COUNTY, OREGON  
AMENDED VACATION POLICY

This policy supersedes all previous vacation policies and applies to non-represented Wasco County Employees.

DEFINITIONS

VACATION WEEK is defined as the normal number of hours of work scheduled in the employee's workweek.

FULL-TIME: Any position scheduled to work a minimum of 37.5 hours per week.

REGULAR PART-TIME: Any position scheduled to work a less than 37.5 hours per week but more than 21.75 hours per week.

ANNIVERSARY YEAR: After August 16<sup>th</sup>, 2017; if hired on the 1st through the 15th, the 1st of the month of employment is considered the anniversary for calculation of vacation. If hired on the 16th through the 31st, the 1st of the month following the start date is considered the anniversary for the calculation of vacation. For instance, a person starting on August 10th, 2017 would have their 1st anniversary (for vacation) on August 1st 2018; while a person starting on August 18th, 2017 would have their 1st anniversary (for vacation) on September 1st, 2018. The second January 1st of employment shall be considered the 1st anniversary of employment for the purposes of calculating vacation. For instance, an employee hired in August of 1990 would have their first anniversary of employment (for vacation calculations only) January 1, 1992. Employees with an anniversary date of January 1st from the prior policy will keep January 1st as their anniversary date unless they opt in.

OPT IN: Employees already on a January 1<sup>st</sup> anniversary year may choose to change the anniversary to be the same pattern followed by employees hired after September 1<sup>st</sup>, 2017. The decision to change the anniversary date must be made before November 1<sup>st</sup>, 2017 and is irrevocable after made.

AWARDED VACATION: Paid time off that does not accumulate in a "vacation bank" and is not owned by the employee and must be used by March 31<sup>st</sup> of the year following within fifteen (15) months of the award.

ACC~~R~~UED VACATION: Paid time off that accumulates as time passes and is held in a "vacation bank" owned by the employee.

## SECTION 1: PAID VACATION FOR FULL-TIME EMPLOYEES

Regular full-time employees who have been employed continuously for six months by the County and completed their probationary period will be entitled to one week of awarded vacation to be used ~~by March 31<sup>st</sup> of the following calendar year~~ within fifteen (15) months. On the first day of the month following the completion of one year of employment, the employee will be awarded a second week of vacation to be used ~~by March 31<sup>st</sup> of the following calendar year~~ within 15 months. An employee who terminates employment before completing one full year of employment will not receive any vacation pay upon termination. After the first year of employment, all vacation awards will be granted on ~~January 1<sup>st</sup>~~ the employee's anniversary date of each year.

## SECTION 2: PAID VACATION FOR REGULAR PART-TIME

Regular part-time employees who have been employed continuously for six months by the County and completed their probationary period will be entitled to one week of awarded vacation based on their part-time schedule to be used ~~by March 31<sup>st</sup> of the following calendar year~~ within fifteen (15) months. On the first day of the month following the completion of one year of employment, the employee will be awarded a second week of vacation to be used ~~by March 31<sup>st</sup> of the following calendar year~~ within fifteen (15) months. An employee who terminates employment before completing one full year of employment will not receive any vacation pay upon termination. After the first year of employment, all vacation awards will be granted on the employee's anniversary date ~~January 1<sup>st</sup>~~ of each year.

Employees who are scheduled for less than 21.75 hours per week shall not be entitled to paid vacation time.

## SECTION 3: VACATION FORFEITURE

All awarded vacation must be used within fifteen (15) months. After fifteen (15) months, any balance remaining shall be forfeited. ~~All awarded vacation must be used by March 31<sup>st</sup> of the year following the year in which it was awarded. Any vacation not used within that period shall be forfeited.~~

## SECTION 4: VACATION SCHEDULING

Employees must schedule their vacation consistent with the judgment of the Department Director/Manager as to the needs and requirements of the department. Subject to such

requirements, vacation time shall be scheduled between employees on the basis of seniority; however, each employee will be permitted to exercise seniority only once each calendar year.

#### SECTION 5: VACATION AWARD

Vacation is awarded and not earned or accrued. Vacation is not owned by the employee and cannot be sold, exchanged or bartered by the employee, except as may otherwise be specifically provided for in this or another policy of the Board of County Commissioners.

#### SECTION 6: VACATION AWARD LEVELS

Vacation will be awarded as follows:

At the end of the employee's first six months of employment and successful completion of probationary period, an employee will be awarded one week of paid vacation.

Upon the completion of one-full year of employment, an employee will be awarded a second week of paid vacation.

After receiving two weeks of vacation during the first 12 months of employment, an employee will thereafter be awarded vacation on ~~a calendar~~ an anniversary year basis, ~~without regard to the employee's actual hire date~~. Two-weeks of paid vacation will be awarded to the employee on ~~January 1<sup>st</sup> of each "anniversary" year~~ the employee's anniversary for years two through five in which the employee is continuously employed with the County.

Beginning with the employee's 6<sup>th</sup> anniversary year (6<sup>th</sup> ~~January 1<sup>st</sup>~~ anniversary employed) and continuing through the employee's 10<sup>th</sup> anniversary year, the employee will be awarded three weeks of vacation each calendar year.

Beginning with the employee's 11<sup>th</sup> anniversary year (11<sup>th</sup> ~~January 1<sup>st</sup>~~ anniversary employed) and every year thereafter (each ~~January 1<sup>st</sup>~~ anniversary), the employee will be awarded four weeks of vacation.

For an Employee Hired <del>August</del> <u>November 1, 2000</u> <del>2017</del>			
	Amount of Award	Date of Award	Use by Date
6 months from Hire Date	1 week	<del>2.1.25/1/2004</del> <u>18</u>	<del>3.31.8/31/2019</del> <u>02</u>
1 year from Hire Date = <u>1<sup>st</sup> Anniversary</u>	1 week	<del>8.1.2011/1/2018</del> <u>01</u>	<del>2/28/2020</del> <u>3.31.2002</u>

<del>2<sup>nd</sup></del> <sup>4<sup>th</sup></sup> Anniversary Award	2 weeks	<del>1-1-11/1/2019</del> <sup>02</sup>	<del>2/28/2021</del> <sup>3-31-2003</sup>
3 <sup>rd</sup> Anniversary Award	2 weeks	<del>1-1-11/1/2020</del> <sup>03</sup>	<del>2/28/2022</del> <sup>3-31-2004</sup>
4 <sup>th</sup> Anniversary Award	2 weeks	<del>1-1-11/1/2021</del> <sup>04</sup>	<del>2/28/2023</del> <sup>3-31-2005</sup>
5 <sup>th</sup> Anniversary Award	2 weeks	<del>1-1-11/1/2022</del> <sup>05</sup>	<del>2/28/2024</del> <sup>3-31-2006</sup>
6 <sup>th</sup> Anniversary Award	3 weeks	<del>1-1-11/1/2023</del> <sup>06</sup>	<del>2/28/2025</del> <sup>3-31-2007</sup>
7 <sup>th</sup> Anniversary Award	3 weeks	<del>1-1-11/1/2024</del> <sup>07</sup>	<del>2/28/2026</del> <sup>3-31-2008</sup>
8 <sup>th</sup> Anniversary Award	3 weeks	<del>1-1-11/1/2025</del> <sup>08</sup>	<del>2/28/2027</del> <sup>3-31-2009</sup>
9 <sup>th</sup> Anniversary Award	3 weeks	<del>1-1-11/1/2026</del> <sup>09</sup>	<del>2/28/2028</del> <sup>3-31-2010</sup>
10 <sup>th</sup> Anniversary Award	3 weeks	<del>1-1-11/1/2027</del> <sup>10</sup>	<del>2/28/2029</del> <sup>3-31-2011</sup>
11 <sup>th</sup> Anniversary Award	4 weeks	<del>1-1-11/1/2028</del> <sup>11</sup>	<del>2/28/2030</del> <sup>3-31-2022</sup>

## SECTION 7: VACATION EARNED PRIOR TO JANUARY 1, 1998

All unused vacation time accrued before January 1, 1998, will remain available for use by the employee who accrued it. The employee may choose to: 1) Save the accrued vacation. 2) Use for additional paid time off. 3) Cash out up to two weeks per year.

## SECTION 8: ACCURED VACATION EARNED BETWEEN JANUARY 1, 1998 AND APRIL 1, 2015

All unused vacation time accrued between January 1, 1998 and April 1, 2015, will remain available for use by the employee who accrued it. The employee may choose to: 1) Save the accrued vacation. 2) Use for additional paid time off. 3) Cash out upon termination of employment with the County at the rate the employee was being paid at the time of the transition to awarded vacation (April 1, 2015).

## SECTION 9: VACATION ~~AND~~ RETIREMENT

Any employee who retires from County employment in compliance with the provisions of the Oregon Public Employees Retirement System will be paid in full for any unused vacation that was awarded to the employee for the calendar year in which the employee retires plus any remaining vacation earned under the accrual vacation system (see sections 7 and 8).

## SECTION 10: VACATION – LAYOFF



An employee, placed on involuntary layoff will be paid for any unused vacation that was awarded to the employee for the calendar year in which the employee is laid off plus any remaining that was earned under the accrual vacation system (see sections 7 and 8). Employees returning within one year of the layoff will be entitled to credit for service immediately prior to the layoff.

#### SECTION 11: VACATION – SEPARATION

Any employee who is fired or quits will not receive compensation for unused awarded vacation. Any employee who is separating from the County for any reason, will receive compensation for unused accrued vacation (see Sections 7 and 8).

#### SECTION 12: VACATION ANNIVERSARY – OPT IN

Any employee hired before July 1<sup>st</sup>, 2017 may elect to change their anniversary date from January 1<sup>st</sup> to the pattern followed for employees hired after July 1<sup>st</sup>, 2017. This election must be made before November 1<sup>st</sup>, 2017 and is irrevocable. If made, the employee will be awarded a prorated vacation amount on their new anniversary date. If that date for the current calendar year has passed, the award will be on the first payroll processed in November.

For example, an employee elects to opt in and has a new anniversary date of March 1<sup>st</sup> instead of January 1<sup>st</sup>. The employee would receive an award of 2/12 (two months out of a full 12 month award) on the first payroll processed in November. Then on the following January 1<sup>st</sup>, the employee would not receive any award. On March 1<sup>st</sup>, the employee would receive a full award based on the award levels.

#### EFFECTIVE DATE:

The Amended Vacation Policy shall be effective upon passage.

ADOPTED this ~~19<sup>th</sup>-16th~~ Day of ~~August~~ August, ~~2015~~ 2017.

WASCO COUNTY  
BOARD OF COMMISSIONERS

WASCO COUNTY, OREGON  
AMENDED VACATION POLICY

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OPT IN: Employees already on a January 1<sup>st</sup> anniversary year may choose to change the anniversary to be the same pattern followed by employees hired after September 1<sup>st</sup>, 2017. The decision to change the anniversary date must be made before November 1<sup>st</sup>, 2017 and is irrevocable after made.

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## SECTION 2: PAID VACATION FOR REGULAR PART-TIME

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After receiving two weeks of vacation during the first 12 months of employment, an employee will thereafter be awarded vacation on an anniversary year basis. Two-weeks of paid vacation will be awarded to the employee on the employee's anniversary for years two through five in which the employee is continuously employed with the County.

Beginning with the employee's 6<sup>th</sup> anniversary year (6<sup>th</sup> anniversary employed) and continuing through the employee's 10<sup>th</sup> anniversary year, the employee will be awarded three weeks of vacation each calendar year.

Beginning with the employee's 11<sup>th</sup> anniversary year (11<sup>th</sup> anniversary employed) and every year thereafter (each anniversary), the employee will be awarded four weeks of vacation.

For an Employee Hired November 1, 2017			
	Amount of Award	Date of Award	Use by Date
6 months from Hire Date	1 week	5/1/2018	8/31/2019
1 year from Hire Date – 1 <sup>st</sup> Anniversary	1 week	11/1/2018	2/28/2020
2 <sup>nd</sup> Anniversary Award	2 weeks	11/1/2019	2/28/2021
3 <sup>rd</sup> Anniversary Award	2 weeks	11/1/2020	2/28/2022
4 <sup>th</sup> Anniversary Award	2 weeks	11/1/2021	2/28/2023
5 <sup>th</sup> Anniversary Award	2 weeks	11/1/2022	2/28/2024
6 <sup>th</sup> Anniversary Award	3 weeks	11/1/2023	2/28/2025

7 <sup>th</sup> Anniversary Award	3 weeks	11/1/2024	2/28/2026
8 <sup>th</sup> Anniversary Award	3 weeks	11/1/2025	2/28/2027
9 <sup>th</sup> Anniversary Award	3 weeks	11/1/2026	2/28/2028
10 <sup>th</sup> Anniversary Award	3 weeks	11/1/2027	2/28/2029
11 <sup>th</sup> Anniversary Award	4 weeks	11/1/2028	2/28/2030

## SECTION 7: VACATION EARNED PRIOR TO JANUARY 1, 1998

All unused vacation time accrued before January 1, 1998, will remain available for use by the employee who accrued it. The employee may choose to: 1) Save the accrued vacation. 2) Use for additional paid time off. 3) Cash out up to two weeks per year.

## SECTION 8: ACCURED VACATION EARNED BETWEEN JANUARY 1, 1998 AND APRIL 1, 2015

All unused vacation time accrued between January 1, 1998 and April 1, 2015, will remain available for use by the employee who accrued it. The employee may choose to: 1) Save the accrued vacation. 2) Use for additional paid time off. 3) Cash out upon termination of employment with the County at the rate the employee was being paid at the time of the transition to awarded vacation (April 1, 2015).

## SECTION 9: VACATION – RETIREMENT

Any employee who retires from County employment in compliance with the provisions of the Oregon Public Employees Retirement System will be paid in full for any unused vacation that was awarded to the employee for the calendar year in which the employee retires plus any remaining vacation earned under the accrual vacation system (see sections 7 and 8).

## SECTION 10: VACATION – LAYOFF

An employee, placed on involuntary layoff will be paid for any unused vacation that was awarded to the employee for the calendar year in which the employee is laid off plus any remaining that was earned under the accrual vacation system (see sections 7 and 8). Employees returning within one year of the layoff will be entitled to credit for service immediately prior to the layoff.

## SECTION 11: VACATION – SEPARATION

Any employee who is fired or quits will not receive compensation for unused awarded vacation. Any employee who is separating from the County for any reason, will receive compensation for unused accrued vacation (see Sections 7 and 8).

## SECTION 12: VACATION ANNIVERSARY – OPT IN

Any employee hired before July 1<sup>st</sup>, 2017 may elect to change their anniversary date from January 1<sup>st</sup> to the pattern followed for employees hired after July 1<sup>st</sup>, 2017. This election must be made before November 1<sup>st</sup>, 2017 and is irrevocable. If made, the employee will be awarded a prorated vacation amount on their new anniversary date. If that date for the current calendar year has passed, the award will be on the first payroll processed in November.

For example, an employee elects to opt in and has a new anniversary date of March 1<sup>st</sup> instead of January 1<sup>st</sup>. The employee would receive an award of 2/12 (two months out of a full 12 month award) on the first payroll processed in November. Then on the following January 1<sup>st</sup>, the employee would not receive any award. On March 1<sup>st</sup>, the employee would receive a full award based on the award levels.

### EFFECTIVE DATE:

The Amended Vacation Policy shall be effective upon passage.

ADOPTED this 16<sup>th</sup> Day of August, 2017.

WASCO COUNTY  
BOARD OF COMMISSIONERS

APPROVED AS TO FORM:

\_\_\_\_\_  
Rod Runyon, Commission Chair

\_\_\_\_\_  
Kristen Campbell  
Wasco County Counsel

\_\_\_\_\_  
Scott C. Hege, County Commissioner

\_\_\_\_\_  
Steven D. Kramer, County Commissioner

**Agenda Item**  
**Wellness Policy**

- [Staff Memo](#)
- [Wellness Policy and Action Plan](#)

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**MEMORANDUM**

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**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** WELLNESS POLICY  
**DATE:** 8/11/2017

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**BACKGROUND INFORMATION**

The Wasco County Wellness Committee began to meet in late August of 2015 to work on supporting better health for Wasco County employees. After a few meetings, the Committee determined that a County policy would provide a good foundation for the program and support grant funding applications. A sub-committee was formed to draft a policy which was reviewed by and revised by the full committee. The policy was then submitted to City/County Insurance and County Counsel. After modifications in response to legal counsel, the policy was presented to the Management Team for approval. .

The Vacation Policy includes a reference to an Action Plan which was the second phase of work for the Wellness Committee. That Plan has been completed and recently presented to the Management Team where it was approved. The Wellness Policy, including an Action Plan, now comes before the Board of Commissioners for final approval and adoption.



# **WASCO COUNTY**

## **WORKPLACE WELLNESS POLICY**

Although Wasco County is rich with beautiful, scenic places and has diverse resources, we recognize that our most valuable asset is *our people*.

As we serve the citizens of the County, we know that achieving our objectives successfully depends on the wellbeing of our employees.

We acknowledge that the key elements of workplace wellness include the physical and cultural environments as well as the policies, practices and procedures that guide our work. We recognize that a healthy workforce results in a happier and more productive workforce with less absenteeism, fewer accidents, lower health care demands and greater over all savings by reducing the incidence of disease and disability.

Wasco County is committed to providing a healthy workplace that values and enhances the health and wellbeing of our employees by implementing a workplace wellness program.

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### **1. Policy statement**

Wasco County is committed to ensuring that work practices, the work environment and workplace culture will value, enhance and protect the health and wellbeing of our employees.

### **2. Scope**

Our workplace wellness policy outlines how Wasco County supports the health and wellbeing of all our employees and aligns with health and safety policies and guidelines.

### **3. Goals and objectives**

The workplace wellness policy provides the foundation for activities, work environments, policies and practices that support the health and wellbeing of all employees. It is our hope that positive outcomes will extend beyond employees to result in better health for families and the community.

**Wasco County encourages healthy lifestyles and workplace wellness by supporting:**

- Participation in wellness activities and in a workplace wellness program.
- Efforts to adopt and maintain healthy behaviours.
- Seeking feedback to ensure that workplace wellness strategies meet the needs of the workforce.

- Educational resources/classes that promote exercise, good nutrition and healthy lifestyles.
- Voluntary participation in health screenings that help identify and reduce health risks.
- The inclusion of healthy food options in the workplace.
- Encouraging walking, stretching or other physical activity to reduce stress and promote overall health.

**For more information, contact Human Resources.**

## **4. Responsibilities**

### **Senior management team/management team**

Wasco County's senior management will strive to enhance the wellness of employees by:

- Recognizing the value of employee health.
- encouraging workplace environments and systems that are supportive of employee wellness
- Providing opportunities for employees to participate in wellness activities
- Encouraging employee participation in the wellness program
- Contributing ideas and expertise to the work of the wellness committee or wellness representatives.
- Permitting Wellness Committee Members to meet during working hours.

### **Human resources department**

Wasco County's Human Resources department will do all it can to enhance the wellness of employees by:

- Ensuring that the health and welfare of employees is valued
- Contributing to workplace environments and systems that support employee wellness
- Encouraging opportunities for employees to participate in wellness activities
- Reviewing, revising and developing human resources policies that support workplace wellness in consultation with the wellness committee or wellness representatives.
- Attending CIS benefits open meetings in person or via webinar.

## **Workplace wellness committee or wellness representatives**

Wasco County's workplace wellness committee or wellness representatives will strive to enhance the wellness of employees by:

- Encouraging long-term commitment to workplace wellness
- Assessing employee and workplace needs
- Developing, implementing and evaluating wellness strategies in consultation with employees and management.
- Seeking and valuing employee contributions to the wellness program.
- Meeting on a quarterly basis.

## **5. Workplace wellness program**

A workplace wellness action plan will identify Wasco County's wellness goals, objectives and strategies. The committee or wellness representatives will review the action plan at least every two years.

## **6. Policy review**

The committee or wellness representatives in conjunction with management and human resources will review the policy at least every two years.

Adopted this 16<sup>th</sup> day of August, 2017.

Wasco County  
Board of Commissioners

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Rod L. Runyon  
Commission Chair

APPROVED AS TO FORM:

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Scott C. Hege  
County Commissioner

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Kristen Campbell  
County Counsel

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Steven D. Kramer  
County Commissioner



## Wasco County Wellness Action Plan

### Introduction:

Although Wasco County is rich with beautiful, scenic places and has diverse resources, we recognize that our most valuable asset is *our people*.

As we serve the citizens of the County, we know that achieving our objectives successfully depends on the wellbeing of our employees.

We acknowledge that the key elements of workplace wellness include the physical, mental and cultural environments as well as the policies, practices and procedures that guide our work. We recognize that a healthy workforce results in a happier and more productive workforce with less absenteeism, fewer accidents, lower health care demands and greater overall savings by reducing incidents of disease and disability.

Wasco County is committed to providing a healthy workplace that values and enhances the health and wellbeing of our employees by implementing a workplace wellness program.

### Purpose:

***Mission: To improve the overall health and well-being of Wasco County employees. By supporting and embracing the 100% Love Culture of Wasco County.*** Our hope is to build a strong team that encourages and respects each other and each other's goal of overall wellness.

The Wasco County Wellness Committee is committed to providing a healthy work environment for all employees. The Wellness Committee will help to promote employee well-being by supporting and maintaining wellness initiatives aimed at physical, mental and culture wellness.

The Wellness Committee will encourage healthy lifestyle choices and practices by providing education and awareness on benefits available to all Wasco County employees.

### Objectives:

- Provide a work environment that supports 100% Love culture from a wellness perspective.
- Partner with Management Team to promote and encourage a lifestyle of wellness.
- Partner with CIS to provide educational and informative information on healthy lifestyle choices.
- Build and encourage peer support systems.
- Work with Wasco County's community partners to help educate and inform employees. (I.e. MCMC/Water's Edge, Pure Yoga, Blue Zone, etc.)

### Strategies:

#### *How are we going to do this?*

By creating a supportive environment that focuses on raising awareness through our activities and information sessions, we will increase knowledge of healthy alternatives, mental and physical wellbeing and cultural belonging.

By clearly implementing and communicating the efforts and success of the Wellness Committee to the BOCC, Management Team and employees of Wasco County.

#### *What steps are we going to take?*

We will introduce free/no-cost options to employees about how they can become involved with healthy choices in their day-to-day lives. These choices will range from mental to physical wellbeing and steps to actively get involved in providing the best possible wellness for them individually. By partnering with area businesses, healthcare partners and local organizations that promote healthy wellness options we will create a culture of health within Wasco County.

### Goals:

By building a culture of workplace wellness, it is the intentions of the Wasco County Wellness Committee to see lower absenteeism, lower healthcare costs, increased productivity and lower turnover. The Wasco County Wellness Committee's goals for 2017-2018 year are as follows;

- 30% of Wasco County Employees will be signed up for Wellworks by end of 2017.
- 30% of Wasco County Employees will be signed up for hubbub (through Regence) by end of 2017.
- Wasco County Employee Health/Benefits Fair 2017 (September). Hoping to bring in at least 10% of Wasco County Employees.

### Resources:

Blue Zones-The Dalles

City County Insurance Services (CIS)

Water's Edge/MCMC

Wellworks (CIS sponsored)

Hubbub (Regence)



# Wasco County Wellness Action Plan

Low	Activity/Program/Policy	Materials & Resources	Owner	Timeframe	Evaluation	P	I	E	Estimated Hours	Budget
	Provide educational handouts on physical activity/movement via e-mail Do. Campaign	Materials available on CIS-Wellness page	All	Ongoing	N/A		X	X	1	N/A
	EAP/RBH Info. Sessions	Materials available on CIS-Wellness page	All	Ongoing	N/A		X	X	1	N/A
	Partnering with the local community to offer classes/info. Sessions to employees	MCMC/Water's Edge, Yoga, Run Club @ Sedition	All	Ongoing	N/A		X	X	1	N/A

Moderate	Activity/Program/Policy	Materials/Resources	Owner	Timeframe	Evaluation	P	I	E	Estimated Hours	Budget
	Healthy Eating/Weight Management	Materials Available on CIS Wellness page	All	Ongoing	N/A		X	X	1	N/A
	Quit for Life Tobacco Cessation Program	Materials Available on CIS Wellness page	All	Ongoing	N/A		X	X	1	N/A
	Stress Management	Materials Available on CIS Wellness page.	All	Ongoing	N/A		X	X	1/quarterly	N/A

High	Activity/Program/Policy	Materials/Resources	Owner	Timeframe	Evaluation	P	I	E	Estimated Hours	Budget
	510 Worksite Wellness Program	Materials Available on CIS Wellness page	All	Ongoing	N/A		X	X		
	2017 W.C. Health Fair	Insurance vendors, local agencies, etc.	All	September 2017	N/A		X	X	10	N/A

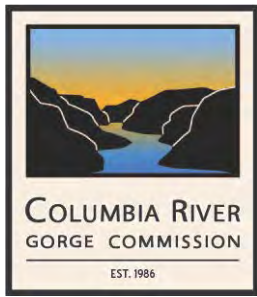
P=Policy I=Individual E=Environment  
<https://www.cisoregon.org/member/benefits/wellness>

## Vendors for 2017 Health/Benefits Fair

CIS/Regence	AFLAC
RBH (EAP)	Water's Edge (MCMC)
Nationwide	The Dalles Fitness & Court Club
Mutual of Omaha	

**Agenda Item**  
**Gorge Commission Plan Update**  
**Progress Report**

- [CRGC Staff Report](#)



**TO:** Columbia River Gorge Commission

**FROM:** Jessica Gist, Natural Resources and Land Use Planner

**DATE:** June 29, 2017

**SUBJECT:** Action Item: “Gorge 2020” Discussion to Identify Priorities for Plan Update

**Background:** The Columbia River Gorge National Scenic Area Management Plan, last updated in 2004, must be reviewed every ten years. The Columbia River Gorge Commission (Commission) is responsible for determining, based on that review, the elements of the Plan that need to be revised. The Commission approved the “Gorge 2020” Management Plan Review and Update Process, beginning with a scoping period to identify important issues, from January through March 8<sup>th</sup>, 2017. In April, staff provided the Commission an overview of the comments received during public scoping and meetings with agencies and organizations, as well as a summary of issues identified but not pursued during the last 2004 Plan Review process.

**Update since April:** During the April Commission meeting, staff presented the scoping comments categorized into three types of comments:

- Comments directly related to actionable Plan changes,
- Comments related to the Plan but perhaps more applicable to staff work, and
- Comments outside of the scope or authority of Plan review or too general to be addressed given agency resources.

Several of the public comments we received included excellent suggestions for improving implementation of the Plan and our day to day operations. Staff has begun strategically incorporating these comments into our work. Some examples of these efforts include:

- Strategic engagement in regional partnerships including MCEDD, the Columbia Gorge Tourism Alliance, and Pacific Northwest Economic Region Partnership (PNWER)
- Improving tools for landowners including online information (more on this at the next Commission meeting!)
- Engaging volunteers and stakeholders to increase efficiency and effectiveness

Since April, the Commission and staff have faced a few unanticipated demands on its time, including June’s appeal hearing and the end-of-year budgeting process. We are not prepared to share a complete list of staff recommended revisions but we have created an approach that both our staff and the USFS believes will be helpful.



**Sorting staff and public comments:** Staff is working closely with the USFS to compile our recommendations for the revisions we believe are most timely and will most meaningfully improve the Management Plan. We are taking into account not only public scoping and staff level input from agencies, but also our technical perspectives as implementers of the Management Plan and the county ordinances. With limited staff capacity, our approach is pragmatic. Some of the criteria we have used to identify priority items are

- **Urgency:** Is there an immediate need to address the issue and what are the consequences of delaying action?
- **Scope and scale:** How widespread is the issue?
- **Direct responsibility or clear regulatory role for CRGC:** Are there alternative ways to effectively address the issue with improved partner coordination? Can training and guidance documents for planners or landowners address the issue? Can a position statement meet the need?

We will be organizing the staff recommendations into two primary categories:

**Technical corrections and necessary updates.** Some examples include

- Spelling, grammar, and terminology corrections
- Updates to documents incorporated by reference, such as the 1990 standards for fencing in deer and elk winter range. In coordination with state agencies, update the text to reflect that the latest and greatest guidance document or design standards from the appropriate agencies shall be used

**Recommended revisions** for text and/or policy changes. Some examples include

- Evaluate the Recreation Intensity Classes. Are they achieving their intended objectives? How might we meet our goals to balance recreational use with protection of other resources?
- Address land uses that are not adequately addressed in the management plan, particularly residential and agricultural solar, cideries and distilleries, geotechnical exploration
- Include strategic reference to climate change impacts within the appropriate sections of text. Focus attention on policy changes to promote climate change adaptation and resiliency such as “Firewise” principles and noxious weed management

**The remainder of topics that are not recommended as a priority at this time** but will be documented and may warrant future consideration. These may include:

- Elements in the Plan that currently work well to achieve the purposes of the Act; and
- Topics that may be referred to in the plan but are largely implemented outside of the Plan (river access, congestion, etc)

**Action Item:** We welcome discussion with the Commission regarding specific items you anticipate seeing in these categories.

**Next Steps:** This is an excellent time for reflection on our Gorge 2020 roadmap and timeline and to incorporate the realities of our 2017-2019 biennium budget into the workplan timeline, milestones and outputs. The next benchmark on our schedule is to have a Commission approved list of priority revisions. We are coordinating all our steps with the USFS and technical experts. We anticipate presenting a list of priority issues to address during the Plan revision process at the September 2017 meeting.

**Agenda Item**  
**Executive Session**

- [Pursuant to ORS 192.660\(2\)\(h\) – Conferring with Legal Counsel regarding litigation](#)

**Wasco County**  
**Board of Commissioners'**  
**TOWN**  
**HALL**

**Wednesday August 16, 2017**

**5:30 p.m.**

**Ask  
Questions**

**Mosier Senior Center**  
**500 East 2nd Ave**  
**Mosier, OR**

**Express  
Concerns**

**JOIN THE CONVERSATION!**



**The Town Hall will be followed by**  
**Mosier City Council Meeting**  
**Beginning at 6:30 p.m.**



# Oregon

Kate Brown, Governor

Department of Administrative Services  
Enterprise Goods and Services  
Publishing & Distribution  
550 Airport Road SE, Suite A  
Salem, Oregon 97301-6084  
(503) 373-1700  
FAX (503) 373-7789

**State of Oregon  
Department of Administrative Services (DAS)  
Publishing & Distribution (P&D)**

**INTERGOVERNMENTAL AGREEMENT  
FOR DOCUMENT PUBLISHING, PROCESSING AND DELIVERY**

**USE OF STATE PRINTING AND MAILING SERVICES**

Agreement Number 264 -17

This agreement, hereinafter referred to as "Agreement," is made and entered into this 19th day of May, 2017, by and between the State of Oregon, Department of Administrative Services (DAS), Publishing & Distribution (P&D), 550 Airport Road SE, Salem OR 97301-6084, hereinafter referred to as "State, DAS, or P&D" and Wasco County, 511 Washington St RM 208, The Dalles OR 97058, hereinafter referred to as "Political Subdivision."

**1. PURPOSE**

The purpose of this agreement is to reduce document publishing and mailing expenses for public agencies in Oregon by providing access to cost effective and efficient print-to-post technologies and services.

**2. STATUTORY AUTHORITY**

In accordance with and pursuant to the provisions of ORS Chapter 190, entitled "INTERGOVERNMENTAL COOPERATION", the State is authorized to cooperate with and furnish services to a city, county, district, or other municipal corporation, commission, authority, entity or political subdivision organized and existing under statute or city or county charter in Oregon. By execution of this Agreement, Political Subdivision represents that it meets the criteria for cooperation or receipt of services from the State.

In accordance with and pursuant to the provisions of ORS Chapter 283.140, the Department of Administrative Services has authority to operate central mail services for state agencies where it is economical to do so. The agency is also directed to report opportunities for saving (money) through state agency mailroom centralization, consolidation, and automation and through mail route coordination.

In accordance with and pursuant to the provisions of ORS Chapter 282.020 and 282.050(2), "The Director of the Oregon Department of Administrative Services **or the Director's Designee** shall control and manage the state printing section and all state printing. (b) Control all state printing purchases, including those outside of the **Oregon Department of Administrative Services**; and any printing conducted outside of the **department** on behalf of state government may be conducted only through authority of the **Director or the Director's Designee.**" "The Oregon Department of Administrative Services shall control and regulate the performance and production of all multiple duplication work required by state agencies and the purchase and use of multiple duplicating equipment, including but not limited to xerographic or other copying devices. The department shall itself perform, through the state printing plant, such duplication services for the state agencies as may practicably and economically be performed centrally, and for those purposes require that duplicating equipment possessed by any agency be transferred to the state printing section."

**3. SERVICES TO BE PROVIDED**

a) Upon Political Subdivision's written order, State will provide to Political Subdivision for the term of this Agreement, and in return for payment, document publishing, processing and mailing services which include but are not limited to: printing, duplicating, binding, folding, tabbing, inserting, metering, addressing, bulking, sorting and mailing.

b) Orders cannot be canceled by Political Subdivision except on terms that will compensate State against loss incurred in reliance on the order.

c) Title for finished work shall pass to Political Subdivision upon delivery to common carrier at shipping point or upon delivery to Political Subdivision, whichever occurs first. State's responsibility for the shipment ceases with delivery to the carrier and claims for loss or damage must be presented to the carrier.

d) (For printing orders) Upon Political Subdivision's request, proof will be furnished by State to Political Subdivision and promptly read, corrected (if necessary) and returned by Political Subdivision to State. State warrants that finished work will conform to corrected proof. State is not responsible for any errors evident in the proof if Political Subdivision does not review or correct the proof.

#### **4. TERM**

This Agreement is effective, and considered fully executed, upon signature by both parties. The initial term of this Agreement is one year from effective date of this Agreement. The term of this Agreement may be extended if it is mutually agreeable to do so. Such extension shall be in writing.

#### **5. CONSIDERATION**

Political Subdivision shall pay State in accordance with the rates and charges set forth in Exhibit B Rate Schedule.

#### **6. INVOICING**

Upon submission of job, Political Subdivision will provide P&D with an account number assigned to it by the State Financial Management System (SFMS). In the month following job completion, P&D will mail Political Subdivision an invoice for services and postage. The invoice will be mailed to the address associated with the account number assigned to political subdivisions in the SFMS.

#### **7. PAYMENT PROVISIONS**

Payment is due no later than 30 days after you receive the invoice.

#### **8. CANCELLATION**

Either party may terminate this agreement without liability or penalty, upon thirty (30) days written notice to the other party. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.

#### **9. RESPONSIBILITIES OF THE POLITICAL SUBDIVISION**

a) It is understood that using the services authorized by this agreement is elective on the part of the Political Subdivision.

b) The Political Subdivision is responsible for providing the State with the necessary information and/or files necessary to publish and mail in a cost effective and timely manner.

#### **10. LIABILITIES**

##### **State Liability**

a) State agrees to perform the work in a good and workmanlike manner consistent with the customs and practices of the industry. State expressly excludes all other guarantees, warranties or representations. State will not be liable for any indirect or consequential damages, with State's sole liability being limited to the repair and reasonable costs of correcting any errors that are attributable to State.

b) State shall not be responsible for delays beyond the control of State such as labor stoppage, equipment breakdown, strikes, delays of suppliers, contractors or carriers, fire, or acts of God.

#### **11. LIMITATION OF LIABILITY**

Neither party shall be liable or responsible for any indirect, special or consequential damages.

## **12. INDEMNITY**

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

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

### **Alternative Dispute Resolution**

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

## **13. DISCLAIMER**

THE FOREGOING UNDERTAKING IS IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. STATE MAKES NO REPRESENTATION OR WARRANTY AS TO WHETHER THE PRINT SERVICES ARE USABLE FOR A PARTICULAR PURPOSE, WHETHER OR NOT STATE HAS BEEN INFORMED OF THE NATURE OF ANY SUCH PURPOSE OR HAS OFFERED AN OPINION AS TO THE USE OF THE STATE PRINT SERVICES FOR SUCH A PURPOSE.

### ***Signatures of Approval***

When the parties sign this IGA, it will become approved and operational.

#### **Department of Administrative Services**

#### **Wasco County**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Relations Manager

Publishing & Distribution

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: County Commissioner

By: \_\_\_\_\_ Date: \_\_\_\_\_

Contracts Manager

DAS Procurement

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: County Commissioner

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: County Commissioner

8.16.2017

Steven D. Kramer, Vice-Chair

8.16.2017

Scott C. Hege, Commissioner

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

**EXHIBIT A**  
**STATEMENT OF WORK**

**1. Political Subdivision shall:**

- a) Make all arrangements necessary to procure and deliver preprinted Property Tax Statement stock to P&D at Publishing & Distribution at 550 Airport Road SE, Salem, Oregon. It is understood that no printing can commence until said stock is delivered.
- b) Order and arrange for all envelopes needed for mailing be delivered to P&D, no earlier than August 7, 2017, and not later than September 5, 2017.
- c) Provide files for inserts to P&D as mutually agreed upon between Political Subdivision and P&D project coordinator.
- d) Provide P&D project coordinator the projected date when live files are expected to be delivered to P&D no later than August 21, 2017.
- e) Use secure file transfer protocol (SFTP) to timely transfer files to P&D for printing and mailing.
- f) Ensure documents contain sequential numbers to aid in audit control.
- g) Bear the costs for overtime accrued as a result of the Political Subdivision's failure to meet agreed upon submission time.
- h) Bear the responsibility for any errors or omissions made according to the responsibilities set forth above, and shall in no way hold P&D financially responsible for the correction of these errors or omissions.
- i) Bear the costs for pre-paying postage required by the United States Postal Service for mailings. Check must be received seven (7) working days prior to mailing. Please make checks payable to Pitney Bowes Reserve Account. Detailed instructions provided by P&D Customer Service Representative (CSR).
- j) Provide completed data sheet five (5) calendar days prior to live printing. See example Attachment 1
- k) Testing shall be completed by September 18, 2017. NOTE: If lock box testing is required, testing must commence by August 21, 2017.

**2. P&D shall provide the following services:**

**a) Printing**

- i) P&D shall print property tax statements using the data files and property tax statement stock provided by Political Subdivision.
- ii) P&D shall store and secure tax statement stock during the printing process.
- iii) P&D shall print other materials as requested by Political Subdivision in accordance with established state printing standards and prices.

**b) Processing**

- i) P&D shall fold and insert tax statements, and corresponding inserts, so that the address is clearly visible inside the envelope window.
- ii) To obtain the lowest possible discounted postage rate and in accordance with the USPS rules for automated first class bar-coded mailings, P&D will pre-sort up to two ounce mail pieces processed under this agreement.

**iii) Additional Processing as indicated by checked boxes.**

**Political Subdivision to check all boxes that apply and complete requested information.**

- ☒ Yes ☐ No Lock box testing required. Send lock box test to: US BANK 1740 NE Sandy Blvd.  
Portland, OR 97230 PO-OR-C2LB
- ☐ Yes ☒ No P&D will hold approximately \_\_\_\_\_ pre-specified statements for pickup by



Political Subdivision.

☒ Yes ☐ No P&D will use automated inserting equipment to insert approximately 13,000 single-page tax statements into windowed envelopes.

☐ Yes ☒ No P&D will use automated "smart" inserting equipment to insert multiple tax statements into #10 business envelope with expansion scored flap. Approximate number of statements \_\_\_\_\_, approximate number of mail pieces/addresses \_\_\_\_\_.

Additional information \_\_\_\_\_

☒ Yes ☐ No P&D will hand-insert multiple tax statements into appropriate sized mailing containers. Approximate number of statements 4,450 approximate number of mail pieces/addresses \_\_\_\_\_.

iv) **Political Subdivision to choose only one.**

☐ P&D will run all one and two ounce mail pieces through address update software to obtain discounted postage rates.

☒ P&D will not run presort mail through address correction software and will not print "Return Service Requested" on presort mail because Political Subdivision has envelopes pre-printed with the appropriate address update endorsement.

☐ P&D does not mail.

c) **TRIMESTERS AND DELINQUENTS**

v) **Political Subdivision to check all boxes that apply and complete requested information.**

☐ Yes ☒ No P&D will process political subdivisions trimesters and/or delinquents.

*If No, skip to b) Mailing*

*If Yes, please fill out the information below:*

☐ Yes ☐ No Lock box testing required. Send lock box test to: \_\_\_\_\_.

☐ Yes ☐ No P&D will hold approximately \_\_\_\_\_ pre-specified statements for pickup by Political Subdivision.

☐ Yes ☐ No P&D will use automated inserting equipment to insert approximately \_\_\_\_\_ single-page tax statements into windowed envelopes.

☐ Yes ☐ No P&D will use automated "smart" inserting equipment to insert multiple tax statements into #10 business envelope with expansion scored flap. Approximate number of statements \_\_\_\_\_, approximate number of mail pieces/addresses \_\_\_\_\_.

☐ Yes ☐ No P&D will hand-insert multiple tax statements into appropriate sized mailing containers. Approximate number of statements \_\_\_\_\_ approximate number of mail pieces/addresses \_\_\_\_\_.

b) **Mailing**

i) Non-letter size mail pieces will be metered and mailed as single piece.

ii) P&D will store and secure all finished tax statements until the mutually agreed upon mailing date.

- iii) P&D shall ensure the mailing is delivered to United States Postal Service.
- iv) All mailing must be completed as requested by political subdivision \_\_\_\_\_, or no later than October 25, 2017.
- v) Any errors or omissions which are made according to the responsibilities set forth above shall become the responsibility of P&D and P&D shall in no way hold the Political Subdivision financially responsible for the correction of these errors or omissions.

**7. Deliverables:**

- i) P&D shall ensure that the Political Subdivisions' requirements are met as set forth in the Statement of Work with a completion date of no later than October 25, 2017.
- ii) P&D shall provide the Political Subdivision with invoices that reflect services and material charges for the tax bill printing and mailing project at rates set forth below.

Area	Description	Rate 17-19	Unit	Notes
Print	Printing on Provided Stock	\$ 0.026	Impression	
Print	Variable data piece tracking	\$ 0.010	Record	
Mail	Insert and Meter	\$ 0.100	Mail Piece	Up to 5 inserts
Mail	OCR Barcode and Pre-Sort	\$ 0.030	Mail Piece	USPS Requirement to obtain the best available postage rate
Mail	Fast-forward address correction	\$ 0.110	Per corrected address	USPS Requirement to obtain the best available postage rate. Average 10% of total mail pieces
Mail	1-2 oz. First Class discount postage	\$ 0.373	Mail Piece	** Current US Postal Service rate (subject to change)
	<b>Other Services</b>			
Pre Production	Template Design	\$ 93.000	Hour	Only charged for non print ready files
Pre Production	File Prep	\$ 63.000	Hour	Only charged for non print ready files
Mail	Metering for letters	\$ 0.090	Mail Piece	For Non Automated inserted letters
Mail	Metering for Flats	\$ 0.160	Mail Piece	For Non Automated inserted flats
Other	Hand Work	\$ 65.000	Hour	Hand Folding and inserting (as and if needed)
Other	Overtime	\$ 60.000	Hour	If print ready files are not received by the mutually agreed upon day and time, Publishing & Distribution <b>may</b> need to recover overtime necessary to complete the job on due date.
Other	Offline Folding	\$ 0.020	Per piece	

Exhibit B  
 Rate Schedule  
 P&D PRICE MATRIX

## **Tax Insert Price Metric 2017, provided by Oregon Corrections Enterprises (OCE)**

### **Insert Group 1**

1 sided / folded – 8.5 x 11 and 8.5 x 14 Black ink on colored paper.

1-24,999 copies	\$0.0360 per insert*
25,000-49,999 copies	\$0.0335 per insert*
50,000-99,999 copies	\$0.0318 per insert*
100,000 + copies	\$0.0314 per insert*

1 sided / folded – 8.5 x 11 and 8.5 x 14 Black ink on white paper.

1-24,999 copies	\$0.0273 per insert*
25,000-49,999 copies	\$0.0249 per insert*
50,000-99,999 copies	\$0.0233 per insert*
100,000 + copies	\$0.0230 per insert*

1 sided / folded – 8.5 x 11 and 8.5 x 14 Black + 1 pms ink on colored paper.

1-24,999 copies	\$0.0427 per insert*
25,000-49,999 copies	\$0.0379 per insert*
50,000-99,999 copies	\$0.0347 per insert*
100,000 + copies	\$0.0341 per insert*

1 sided / folded – 8.5 x 11 and 8.5 x 14 Black + 1 pms ink on white paper.

1-24,999 copies	\$0.0341 per insert*
25,000-49,999 copies	\$0.0293 per insert*
50,000-99,999 copies	\$0.0262 per insert*
100,000 + copies	\$0.0253 per insert*

### **Insert Group 2**

2 sided / folded – 8.5 x 11 and 8.5 x 14 Black ink on colored paper.

1-24,999 copies	\$0.0390 per insert*
25,000-49,999 copies	\$0.0355 per insert*
50,000-99,999 copies	\$0.0333 per insert*
100,000 + copies	\$0.0313 per insert*

2 sided / folded – 8.5 x 11 and 8.5 x 14 Black ink on white paper.

1-24,999 copies	\$0.0300 per insert*
25,000-49,999 copies	\$0.0269 per insert*
50,000-99,999 copies	\$0.0248 per insert*
100,000 + copies	\$0.0244 per insert*

**Insert Group 2 continued**

2 sided / folded – 8.5 x 11 and 8.5 x 14 Black + 1 pms ink on colored paper.

1-24,999 copies	\$0.0470 per insert*
25,000-49999 copies	\$0.0419 per insert*
50,000-99,999 copies	\$0.0386 per insert*
100,000 + copies	\$0.0379 per insert*

2 sided / folded – 8.5 x 11 and 8.5 x 14 Black + 1 pms ink on white paper.

1-24,999 copies	\$0.0394 per insert*
25,000-49999 copies	\$0.0343 per insert*
50,000-99,999 copies	\$0.0301 per insert*
100,000 + copies	\$0.0303 per insert*

**Insert Group 3**

1 sided – 1/3 sht Black ink on colored paper.

1-24,999 copies	\$0.0145 per insert**
25,000-49999 copies	\$0.0115 per insert**
50,000-99,999 copies	\$0.0099 per insert**
100,000 + copies	\$0.0097 per insert**

1 sided – 1/3 sht Black ink on white paper.

1-24,999 copies	\$0.0111 per insert**
25,000-49999 copies	\$0.0084 per insert**
50,000-99,999 copies	\$0.0069 per insert**
100,000 + copies	\$0.0067 per insert**

1 sided – 1/3 sht Black ink +1 pms on colored paper.

1-24,999 copies	\$0.0206 per insert**
25,000-49999 copies	\$0.0147 per insert**
50,000-99,999 copies	\$0.0117 per insert**
100,000 + copies	\$0.0112 per insert**

1 sided – 1/3 sht Black + 1 pms ink on white paper.

1-24,999 copies	\$0.0171 per insert**
25,000-49999 copies	\$0.0115 per insert**
50,000-99,999 copies	\$0.0087 per insert**
100,000 + copies	\$0.0082 per insert**

#### **Insert Group 4**

2 sided – 1/3 sht Black ink on colored paper.

1-24,999 copies	\$ .0169 per insert**
25,000-49999 copies	\$ .0128 per insert**
50,000-99,999 copies	\$ .0107 per insert**
100,000 + copies	\$ .0105 per insert**

2 sided – 1/3 sht Black ink on white paper.

1-24,999 copies	\$ .0134 per insert**
25,000-49999 copies	\$ .0097 per insert**
50,000-99,999 copies	\$ .0077 per insert**
100,000 + copies	\$ .0075 per insert**

2 sided – 1/3 sht Black ink + 1 pms on colored paper.

1-24,999 copies	\$ .0214 per insert**
25,000-49999 copies	\$ .0164 per insert**
50,000-99,999 copies	\$ .0133 per insert**
100,000 + copies	\$ .0127 per insert**

2 sided – 1/3 sht Black + 1 pms ink on white paper.

1-24,999 copies	\$ .0176 per insert**
25,000-49999 copies	\$ .0131 per insert**
50,000-99,999 copies	\$ .0102 per insert**
100,000 + copies	\$ .0096 per insert**

#### **Specifications:**

OCE reserves the right to review annually documentation of its expenses for utilities, materials and supplies, equipment, and personnel to determine if a price adjustment is necessary to maintain the service provided in this agreement.

Rush charges (20%) will be assessed on any order with less than six full production days from the proof approval date to delivery request date to cover additional production costs and overtime.

\*Stocks quoted in this estimate are on a #20 basis.

\*\*Stocks quoted in this estimate are on a #70 basis

Colored paper refers to choices supplied by OCE through the Earthchoice line.

Printing process uses Soy Ink, Recycled stocks and chemical free printing plate process.

## Property Tax Statements - Detail Sheet Tax Year (YYYY)

Date	mm/dd/yyyy
County Name	Columbia
Address	230 Strand ST St Helens OR 97051
Contact	Mary Ann Guess
Phone	503-397-0060
Agency #	1000055
Fast Forward OK	Yes or No
Main Mailing Envelope	#10 White w/ left window
Number of Print Files	8

Order Number	XXXXXXX
Test Order Number	XXXXXXX
Total Number of inserts	
Insert # 1	#9 Green Return Envelope
Insert # 2	
Insert # 3	
Print File Transmit Date	mm/dd/yyyy
Mail Date	mm/dd/yyyy
Okay to Mail Sooner	Yes or No
Pick up Date	mm/dd/yyyy

Batch (file) Name	File Number	Record Qty	*Form Color - Size	Mail/Deliver	Mail, Ship, Package or Delivery Instructions	Seq Begin	Seq End	Cntrl Begin	Cntrl End
						Control #		Multiple Batch #	
7000571 Columbia TS Fish and Wildlife 23.pdf	774	23	Green - 11"	Deliver	Leave FLAT - Ship UPS Overnight to County	000001	000023		
7000571 Columbia TS Foreclosure 74.pdf	773	74	Green - 11"	Deliver	Leave FLAT - Ship UPS Overnight to County	000001	000074		
7000571 Columbia TS Green 1 5000.pdf	780	5,000	Green - 11"	Mail	Insert #9 green envelope	000001	005000		
7000571 Columbia TS Green 5001 10000.pdf	780	5,000	Green - 11"	Mail	Insert #9 green envelope	005001	010000		
7000571 Columbia TS Green 10001 15000.pdf	780	5,000	Green - 11"	Mail	Insert #9 green envelope	010001	015000		
7000571 Columbia TS Green 15001 16155.pdf	780	1,155	Green - 11"	Mail	Insert #9 green envelope	015001	016155		
7000571 Columbia TS Yellow 1 5000.pdf	779	5,000	Yellow - 11"	Mail		000001	005000		
7000571 Columbia TS Yellow 5001 7724.pdf	779	2,724	Yellow - 11"	Mail		005001	007724		
Total Print Qty		23,976							
Return to County		xxxx							
Mail		xxxx							
Green Form		xxxx							
Yellow Form		xxxx							

\* Form Color Options: Green, Yellow, Green/Black or Yellow/Black  
 \* Form Size Options: 11" or 14"

Files sent in this manner (combined and grouped in like production needs)  
 allow counties the maximum cost benefits.