



AGENDA: REGULAR SESSION

THURSDAY, MAY 17, 2018

WASCO COUNTY BOARD OF COMMISSIONERS

WASCO COUNTY COURTHOUSE, RM #302, 511 WASHINGTON ST, THE DALLES, OR 97058

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

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

NOTE: With the exception of Public Hearings, the Agenda is subject to last minute changes; times are approximate – please arrive early. Meetings are ADA accessible. For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. If you require an interpreter, please contact the Commission Office at least 7 days in advance.

Las reuniones son ADA accesibles. Por tipo de alojamiento especiales, por favor póngase en contacto con la Oficina de la Comisión de antemano, (541) 506-2520. TDD 1-800-735-2900. Si necesita un intérprete por favor, póngase en contacto con la Oficina de la Comisión por lo menos siete días de antelación.

1:30 p.m.	CALL TO ORDER Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. Corrections or Additions to the Agenda <u>Discussion Items</u> (Items of general Commission discussion, not otherwise listed on the Agenda) <u>Public Works Agreements</u> ; <u>DEQ Grant Extension</u> ; <u>Broadband Letter of Support</u> ; <u>Financial Report</u> ; <u>VOCA Grant Agreement</u> ; <u>NORCOR Updates</u> <u>Consent Agenda</u> (Items of a routine nature: minutes, documents, items previously discussed.) <u>Fee Schedule Updates</u> ; <u>Minutes: 1.17.2018 Regular Session</u>
2:00 p.m.	<u>Public Hearing: Comprehensive Plan Updates</u> – Kelly Howsley-Glover
2:15 p.m.	<u>Youth Services Grant Application</u> <u>Youth Think Emotional Literacy Project</u>
2:30 p.m.	<u>Transportation Updates</u> – Jessica Metta
3:00 p.m.	<u>Enterprise Zone Redesignation</u> – Matthew Klebes/Amanda Hoey
3:15 p.m.	<u>MCCFL Construction Project Funding</u> – Mike Middleton
3:35 p.m.	<u>Executive Session pursuant to ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed</u>
	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
MAY 17, 2018

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

At 1:30 p.m. Chair Kramer opened the Regular Session with the Pledge of Allegiance.

Discussion List – Public Works Agreements

Public Works Director Arthur Smith explained that the Cooperative Services Agreement is for emergency response mutual aid; it allows counties to help each other in times of emergency. The agreement is for five years and has been in place for quite some time.

Vice-Chair Hege noted that the agreement is with the state but essentially binds all counties that sign to provide assistance. Mr. Smith said that he does not know if all Oregon Counties participate but our neighboring counties – those most likely to request assistance from us or provide assistance to us – are signers. He said that he would be hard pressed to send people farther than our neighboring counties, but the agreement does allow for that.

Vice-Chair Hege asked if we have ever activated the agreement. Mr. Smith replied that, to his knowledge, we have not.

{{Vice-Chair Hege moved to approve the 2018-2023 Oregon Public Works Emergency Response Cooperative Assistance Agreement. Chair Kramer seconded the motion which passed unanimously.}}

Mr. Smith explained that the Fund Exchange Agreement with the State allows Wasco County to receive their share of federal gas tax funding without limiting expenditures to federal projects. He said it is not always possible to find projects within the County that are federal projects; it is also very costly to perform a federal project. The fund exchange program allows more flexibility and will fund the chip seal program for the year.

Vice-Chair Hege observed that the County receives \$94 of every \$100 of federal funds in this program. Mr. Smith confirmed, saying that it is a bargain due to the fact that limiting expenditures to federal projects is much more costly and difficult with less control.

{{(Vice-Chair Hege moved to approve the Oregon Department of Transportation Agreement #32601 2018 Fund Exchange Agreement for Pavement Preservation in Wasco County. Chair Kramer seconded the motion which passed unanimously.)}}

Chair Kramer asked when chip sealing will begin. Mr. Smith replied that they will be working with City of The Dalles for the first week in June and then will begin chip sealing county roads on June 11th.

Vice-Chair Hege asked how the traffic count is going for Dell Road. Mr. Smith responded that so far he would say that the counts may have been overstated by residents but he is leaving the counters in place through the Memorial Day weekend to get a good sampling. Vice-Chair Hege asked if there is a difference from one end of the road to the other. Mr. Smith replied that there is.

Discussion List – DEQ Grant Amendment
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Codes Enforcement Officer Chris McNeel explained that they have requested to extend the deadline for the grant. He said that there is still \$11,000 left that he would like to be able to use. He added that DEQ had fast-tracked the request and provided an amendment (attached) to allow for the extra time.

Chair Kramer commented that Jamie Jones at DEQ has been a valuable partner – helping us think outside the box and advocating for us.

{{(Vice-Chair Hege moved to approve Amendment #1 to the DEQ Abatement

Assistance and Recycling Program Grant Agreement 121-17. Chair Kramer seconded the motion which passed unanimously.}}

Discussion List – Broadband Letter of Support

Vice-Chair Hege explained that there is an effort to use the spectrum between television channels – bands that are not being used – to provide broadband services in rural areas. He said that Microsoft is trying to get the federal government to allow use of this spectrum with equipment that searches for the open bands; they already have some pilot projects. He said that the technology, not yet perfected, can provide service for much longer distances – up to 10 miles from a tower. He added that Congressman Walden is on the committee overseeing this legislation.

*****The Board was in consensus to sign the letter and join the coalition to support the use of white space technology for broadband service.*****

Vice-Chair Hege reported that Century Link, which has received federal funding through the Connect America program, has installed equipment in his rural area that will provide better and faster Wi-Fi coverage. He noted that this was one of their outlined projects for the program.

Discussion List – Finance Report

Finance Director Mike Middleton reviewed the report included in the Board Packet. He pointed out that the third quarter 911 phone tax payment has not come in yet and it will soon be time for the fourth quarter payment. Vice-Chair Hege stated that he thought 911 Manager Joe Davitt was to follow-up on that.

Vice-Chair Hege noted that the reconciliations are not in the packet as they have been in past packets. Mr. Middleton replied that he has been concentrating on the budget. He added that it really takes a full month to complete the reconciliations and he will have them for the Board in June.

Discussion List – VOCA Grant Agreement

Ms. White explained that Victims Assistance Coordinator Judy Urness could not be at today's meeting and therefore provided the memo included in the packet. She said that this grant formalizes the payment for legal and counseling services through the Victims Assistance program. She reminded the Board that Ms. Urness presented to the Board earlier this year regarding the service providers for this

program, one of which is HAVEN.

{{{Vice-Chair Hege moved to approve the 2018-2019 Oregon Department of Justice Victims of Crime Act Support Services and Training Non-Competitive Grant Agreement between the State of Oregon and Wasco County. Chair Kramer seconded the motion which passed unanimously.}}}

Discussion List – NORCOR Updates

Youth Services Director Molly Rogers reported that the State has lifted their sanction on sending OYA youth to NORCOR; hopefully, both Crook and Umatilla Counties will follow suit. She added that the NORCOR budget has passed through their budget committee led by Tyler Stone.

Vice- Chair Hege said that he read an article in the paper about a group proposing to work with NORCOR for additional funding relating to ICE. He asked if they presented to the NORCOR Board. Ms. Rogers replied that they presented a letter which she will share with the Board of Commissioners; the NORCOR Board did not discuss or respond to the letter as yet.

Consent Agenda – Fee Schedule/1.17.2018 Regular Session Minutes

Vice-Chair Hege pointed out that the Fee Schedule is usually a public hearing item but this is just recognizing a change in State fees. He commended County Clerk Lisa Gambee for proactively noticing the change. He said that he had a constituent complain about the increase and he was able to tell him that it is not the County increasing the fee.

Ms. Gambee said that the fee is assessed on almost every recorded document and has gone from \$20 to \$60 which means that the total cost for the first page of a recorded document will go from \$65 to \$105 on June 4th.

Vice-Chair Hege asked if we have and any money distributed in Wasco County through this program. Ms. Gambee replied that it is her understanding that there has been some but there is a shortage of developers who want to construct low-income housing.

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

Ms. Gambia reviewed the election report noting that there was a 37% turn-out and there are 56 ballots under review. She announced that Vice-Chair Hege has been re-elected for another 4-year term; Commissioner Runyon will be replaced by Kathy Schwartz in January. She pointed out that the White River Health District tax option vote was so close that it will likely trigger an automatic recount.

Vice-Chair Hege observed that the Rotary Club does a great job collecting ballots on Election Day, adding that people love them. Ms. Gambia agreed and added that voters can turn their ballots in to any county elections office in the state; those ballots will be forwarded to the appropriate elections office.

Agenda Item – Comprehensive Plan Updates Public Hearing
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At 2:00 p.m. Chair Kramer opened a hearing for the PLALEG-16-08-0001 review of a recommendation made by the Wasco County Planning Commission to approve amendments to the Wasco County Comprehensive Plan primarily relating to policies and implementation strategies for Citizen Involvement and Land Use Planning. Amendments also include the adoption of a new format for the plan and relate to work tasks #1 and #2 of Wasco County's Periodic Review to update the Comprehensive Plan. He went on to explain the procedures to be followed at the hearing.

Chair Kramer asked:

Does any Commission member wish to disqualify themselves for any personal or financial interest in this matter? There were none.

Does any member of the audience wish to challenge the right of any Commission member to hear this matter? There were none.

Does any member of the audience wish to question the jurisdiction of this body to act on behalf of Wasco County in this matter? There were none.

Chair Kramer noted that at the May 2, 2018 hearing the Board had asked for clarification regarding the buffer zone for notifications. Long-range Planner Kelly Howsley-Glover replied that those are not part of this document but could be addressed in the County's Land Use Ordinance; it does not impact this decision in any way. Vice-Chair Hege asked how many chapters there are. Ms. Howsley-Glover stated that there are 14 chapters with some introductory language and

appendices.

{{(Vice-Chair Hege moved to approve Ordinance 18-002 in the matter of the Wasco County Planning Commission's request to approve proposed periodic review legislative amendments to update the Land Use and Development Ordinance related to citizen involvement and Land Use Planning Goals, Chapters 1 and 2 of the Wasco County 2040, the Comprehensive Plan (file Number PLALEG-16-08-0001. Chair Kramer seconded the motion which passed unanimously.}}}

Chair Kramer closed the hearing at 9:37 a.m.

Vice-Chair Hege observed that the Comprehensive Plan is being updated in stages and asked when the next piece might be coming to the Board for consideration. Ms. Howsley-Glover responded that the next update will be a simple one and should come to the Board sometime this fall.

Ms. Gambie stated that the Netflix documentary has generated a lot of interest in that era. Ms. Howsley-Glover and GIS Analyst Jaime Solars found a book of photographs relating to that era. They have scanned that in and she has posted it to the County website. She commended staff for their initiative.

Agenda Item – Youth Services Grant Application

Ms. Rogers said that Mr. Stone had forwarded to her an opportunity for this grant. She stated that it is a good opportunity for our community and NORCOR; she is asking permission to submit an application for the grant – the deadline is May 24th. She went on to say that it is a \$650,000, 3-year grant with a 25% match requirement. She said that the grant would support 2.5 full-time employees – a juvenile case manager for NORCOR, a half-time transition specialist for schools and a community mentor to help juveniles navigate the system successfully. She said that partners will include the Next Door, Center for Living and North Wasco County School District 21.

Mr. Stone added that this will help lead to some of the improvements recommended in the Mel Brown Report. He commended Ms. Rogers and the committee for taking the lead to move these initiatives forward. Ms. Rogers stated that Paul Lindbergh is writing the grant for us through our relationship with the Health Council.

*****The Board was in consensus to support Youth Services application for the OJJDP FY 2018 Second Chance Act Ensuring Public Safety and Improving Outcomes for Youth in Confinement and While Under Community Supervision Grant.*****

Agenda Item – Youth Think Conflict of Interest Statement

Ms. Rogers explained that at least three years ago the County began programs based on trauma informed care and emotional literacy. Through those efforts, we invested in work being done by Dr. Ann Corwin for the evidence-based program Pocketful of Feelings, which was introduced in daycares and early learning programs. She went on to say that the partnership dissolved and Dr. Corwin wanted to step away from driving the program. Dr. Corwin had developed a relationship with Prevention Coordinator Debby Jones and encouraged her to take over the business to keep it going. The County wants to continue the program but purchasing the materials from Ms. Jones creates a conflict of interest.

Ms. Rogers went on to say that they went out to bid and received only one response, although there were two other related responses – one inquiring about our program and one providing a link to more information. She stated that Ms. Jones was excluded from the process of posting the bid and reviewing responses. Ms. Jones is the sole provider for this program which has proven to be successful in the community. Ms. Rogers said that she has worked with County Counsel to navigate this process with integrity.

County Counsel Kristen Campbell said that she is satisfied with the approach and process; we have been transparent at every step.

*****The Board was in consensus to sign the letter acknowledging the conflict of interest in purchasing the Pocketful of Feelings materials from County employee Debby Jones.*****

Agenda Item – Transportation Update

MCEDD Deputy Director Jessica Metta stated that they are applying for a grant to develop a 20-year transportation plan. She stated that STF funding will be used as a match to this grant. She said that in conversations with ODOT, the granting agency, it was determined that the process would be cleaner with Wasco County as the grant applicant. She stated that she is asking for a resolution or letter of support from the County for the grant.

*****The Board was in consensus to provide a letter of support for the application, prepared by MCEDD, to Oregon Department of Transportation and Growth Management Program Grant to support the development of a Wasco County Transit Development Plan.*****

Ms. Metta said that she would draft the letter and send it to Ms. White.

Further discussion ensued regarding the rebranding of Link system vehicles. Ms. Metta reported that they have applied for a PUD grant to complete that project. She added that they have received a grant from Pacific Source and will be able to offer free transportation to the Saturday Farmers Market throughout the summer.

Vice-Chair Hege asked if they have talked about connecting services to other areas. Ms. Metta said they plan to have a regular route through the City of The Dalles. They will make sure that they work in conjunction with CAT routes to maximize service to the public.

Mr. Stone reported that the Transportation Advisory Board has been pretty focused on looking at regional transportation needs. Ms. Metta added that they are targeting what they feel are the best places for stops – the Transportation Center, the College, downtown, shopping areas, etc. She said they want to create a reliable schedule. She stated that 1% of the funds are to support transportation of youth mostly high school aged but with the Link, they have seen a need to provide transportation support for elementary and middle school afterschool activities.

Chair Kramer called for a recess at 2:37 p.m.

The Session reconvened at 2:50 p.m.

Agenda Item – Enterprise Zone Redesignation
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MCEDD Executive Director Amanda Hoey said that the current Enterprise Zone designation sunsets on June 30, 2018. She reported that they have had conversations with communities throughout the county for joint sponsorship of the zone. She said that they are looking for the County's approval through a resolution to co-sponsor the zone. She added that the resolution has been modified to include the Port of The Dalles as a co-sponsor. She said that all the other co-sponsors are on track to sign on to the program.

Vice-Chair Hege asked if each entity will be involved based on their jurisdiction. Ms. Hoey replied that in terms of decision-making, it will be based on jurisdictional boundaries.

Enterprise Zone Manager Matthew Klebes said that he presented to the City of The Dalles this week which concluded with their adoption of the resolution. Ms. Hoey noted that there is language in the resolution that responds to the taxing districts' request to consider the long-term impact of tax abatements. She said that she appreciates the County staff's assistance with the legal descriptions for the jurisdictions being included in the requested enterprise zone.

Vice-Chair Hege asked where the district language could be found in the resolution. Ms. Hoey referred him to item #7, commenting that it would likely only come into play for long-term abatements. Vice-Chair Hege commented that the language is very broad and the negotiating team has always taken those impacts into consideration.

Mr. Klebes pointed out the option for hotel, motel and event destinations. He said that the methodology for determining the zone boundaries was to identify areas that are zoned for industrial and commercial use.

Further discussion ensued regarding the requirements for designation and the chances of approval. Mr. Klebes stated that they have made their best case and based on trends, believes this may be the last time we will qualify for the designation.

{{{Vice-Chair Hege moved to approve Resolution 18-007 requesting State designation of the Wasco County Joint Enterprise Zone; describing the Enterprise Zone area; providing for local incentives and establishing a certification fee; allowing exemptions for hotels, motels and destination resorts; describing Zone management; and designating Zone managers. Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item – MCCFL Construction Project Funding

Mr. Stone stated that well over a year ago, Mid-Columbia Center for Living approached the County to be the sponsor for a CDBG Grant to construct a new mental health facility in The Dalles. The County agreed and was awarded \$2 million in support of the project. He pointed out that \$2 million is not enough to

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complete the project; MCCFL sought additional funding sources including their own reserves and a bank loan. It took some time before the project went out to bid and bids through two RFP processes came in higher than the amount budgeted for the project. The MCCFL Board decided to move forward at the higher cost and seek additional funding. The County accepted the bid and signed a contract. Five days prior to breaking ground, US Bank pulled their \$1.5 million loan which put the project in jeopardy and left Wasco County, as grant sponsor, in a precarious position.

Mr. Stone went on to say that the County is responsible for seeing the project through construction and the first five years of use as a mental health clinic. Should the project fail, the County will be responsible for paying back any CDBG funds expended and contractor fees. He said that these circumstances also offer us an opportunity to support the project through a loan to MCCFL at the same rate of interest offered by the bank which would be a rate of return more than double what the County is currently receiving through LGIP investments. He said he would suggest filling the entire funding gap with a loan for up to \$2.25 million. He said that the proposed loan is for 10-years with a 20-year amortization; a balloon payment would be due at the end of 10-years. He pointed out that some of the money in reserves is from the Enterprise Zone funds and this would be an appropriate use of those dollars as the community has a high need for mental health services. He went on to say that although he does not want to get into the business of making loans, he recommends seeing this project through to completion – we are responsible for this project and there were extenuating circumstances.

Mr. Middleton explained that the bank pulled the loan as they were looking for a non-profit entity rather than a government entity. In addition, MCCFL spent down some reserves and beginning fund balance which raised their loan risk. He stated that while there is risk, it is minimal. He said that the County is already committed to providing this service. He noted that MCCFL can pay off the loan earlier should they be in a position to do so. He pointed out that MCCFL will be paying less in debt service than they are currently paying in rent. Mr. Stone added that this also keeps us in second position for any legal claim, behind the CDBG program.

Ms. Campbell stated that she is working her way through the loan document; the document sent to the Board is a draft version and will need more work and review by the MCCFL attorney and Board. She said that it does represent the basic

structure proposed for the loan which will be secured by a trust deed.

MCCFL Executive Director Barbara Seatter thanked Wasco County for this opportunity. She said had this option been on the table at the outset of the project, it would have been her preferred path. She observed that Mr. Stone had not really wanted to be involved in a CDBG project but has been all in and a major champion of the project. She said that this is a good opportunity; she could not ask for a better partnership.

Mr. Stone said that estimating the interest, it should total just under \$900,000 over the term of the loan.

Vice-Chair Hege pointed out that even if US Bank had not retracted, Wasco County would still be on the hook as we are part of MCCFL. He said that he believes MCCFL is also pursuing a loan through Columbia State Bank and asked the status of that process. Ms. Seatter responded that the bank is still in their review process.

Vice-Chair Hege said that the County could lose interest income should the LGIP rate go above 4.5%. Ms. Campbell replied that she and Mr. Stone have talked about that and she has already added language that sets the rate at 4.5% or the LGIP rate – whichever is higher.

Vice-Chair Hege said that the Board only recently received the draft agreement but it seems to be in line with what we need. He said that no matter who makes the loan, the County is still responsible for the project. He said it is important to note this is a facility that will serve the citizens of the region. It will be a great facility with needed services in an appropriate environment supporting a higher level of service. Ms. Seatter added that it will also be more efficient to have all the services at one location rather than the current model of four different locations. She said she believes it will encourage more people to come for services.

Vice-Chair Hege went on to say that MCCFL has other assets in Wasco County which could be sold if necessary. He said that would be worst case but it does offer security.

Chair Kramer commended Vice-Chair Hege for his work on the MCCFL Board of Directors saying that mental health is a national concern; we would be remiss if we did not take this opportunity to be a full partner. He said he likes the idea of using

the dollars from the enterprise zone to further a project that will benefit the community.

Some discussion ensued regarding how to move forward. Vice-Chair Hege asked if his position on both the MCCFL Board and the Board of County Commissioners presents a conflict. Ms. Campbell noted that his position on the MCCFL Board is as a representative of Wasco County and he is not receiving any financial gain from the loan. She said that his statement serves as a declaration of possible conflict and she is comfortable with him participating in this decision.

Mr. Stone suggested that rather than approving the loan document which is not yet finalized, the Board could consider approving a loan for up to 2.25 million with legal review and authorization for the Administrative Officer to sign the loan document.

{{{Chair Kramer moved to authorize a loan of up to \$2.25 million to Mid-Columbia Center for Living for the CDBG construction project in our community and further moved to authorize the Administrative Officer to sign the loan documents pending legal review and the provision of the final documents to the Board of Commissioners for informal review. Vice-Chair Hege seconded the motion which passed unanimously.}}}

At 3:32 p.m., Chair Kramer recessed from the regular session and opened an Executive Session pursuant to ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. He instructed the press that to not report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced.

The Regular Session reconvened at 3:48 p.m.

Ms. Brewer asked what kinds of things can be brought to the Board in Executive Session. Ms. White directed her attention to the footer of the agenda which lists all acceptable basis for an executive session; she said she could provide more detail after the meeting concluded.

Chair Kramer said he would like to have further discussion with the full Board regarding the value of our in-kind contributions to North Central Public Health

District. He asked what level of information Vice-Chair Hege would like to have to support that discussion. Vice-Chair Hege responded that he has seen the budget notes regarding the services and would just like to have the detail to support that.

Chair Kramer adjourned the session at 3:53 p.m.

Summary of Actions

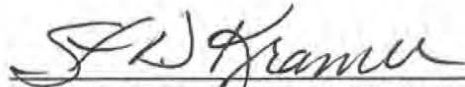
MOTIONS

- **To approve the 2018-2023 Oregon Public Works Emergency Response Cooperative Assistance Agreement.**
- **To approve the Oregon Department of Transportation Agreement #32601 2018 Fund Exchange Agreement for Pavement Preservation in Wasco County.**
- **To approve Amendment #1 to the DEQ Abatement Assistance and Recycling Program Grant Agreement 121-17.**
- **to approve the 2018-2019 Oregon Department of Justice Victims of Crime Act Support Services and Training Non-Competitive Grant Agreement between the State of Oregon and Wasco County.**
- **To approve the Consent Agenda as presented – Fee Schedule Update/1.17.2018 Regular Session Minutes.**
- **To approve Ordinance 18-002 in the matter of the Wasco County Planning Commission's request to approve proposed periodic review legislative amendments to update the Land Use and Development Ordinance related to citizen involvement and Land Use Planning Goals, Chapters 1 and 2 of the Wasco County 2040, the Comprehensive Plan (file Number PLALEG-16-08-0001).**
- **To approve Resolution 18-007 requesting State designation of the Wasco County Joint Enterprise Zone; describing the Enterprise Zone area; providing for local incentives and establishing a certification fee; allowing exemptions for hotels, motels and destination resorts; describing Zone management; and designating Zone managers.**
- **To authorize a loan of up to \$2.25 million to Mid-Columbia Center for Living for the CDBG construction project in our community and further moved to authorize the Administrative Officer to sign the loan documents pending legal review and the provision of the final documents to the Board of Commissioners for informal review**

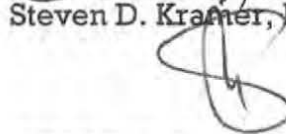
CONSENSUS

- To sign the letter and join the coalition to support the use of white space technology for broadband service.
- To support Youth Services application for the OJJDP FY 2018 Second Chance Act Ensuring Public Safety and Improving Outcomes for Youth in Confinement and While Under Community Supervision Grant.
- To sign the letter acknowledging the conflict of interest in purchasing the Pocketful of Feelings materials from County employee Debby Jones.
- To provide a letter of support for the application, prepared by MCEDD, to Oregon Department of Transportation and Growth Management Program Grant to support the development of a Wasco County Transit Development Plan.

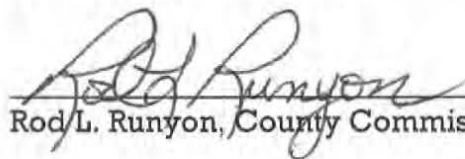
Wasco County
Board of Commissioners



Steven D. Kramer, Board Chair



Scott C. Hege, Vice-Chair



Rod L. Runyon, County Commissioner



DISCUSSION LIST

[PUBLIC WORKS AGREEMENTS](#) – ARTHUR SMITH

[DEQ GRANT EXTENSION APPLICATION](#) – CHRIS MCNEEL

[BROADBAND LETTER OF SUPPORT](#) – SCOTT HEGE

[FINANCE REPORT](#) – MIKE MIDDLETON

[VOCA GRANT AGREEMENT](#) – KATHY WHITE

[NORCOR UPDATES](#)



DISCUSSION ITEM

Public Works Agreements

[COOPERATIVE SERVICES AGREEMENT](#)

[MOTION LANGUAGE](#)

[FUND EXCHANGE AGREEMENT](#)

[MOTION LANGUAGE](#)



Oregon

Kate Brown, Governor

Department of Transportation
Maintenance & Operations Branch
455 Airport Rd. SE, Bldg K
Salem, OR 97301
Phone: (503) 986-7915
Fax: (503) 986-3055

April 16, 2018

Wasco County
Public Works, Marty Matherly
511 Washington Street, Suite 101
The Dalles, OR 97058

Dear Mr. Matherly:

The Oregon Public Works Emergency Response Cooperative Assistance Agreement is up for renewal. As stated on Page 5, the Agreement shall remain in effect for five years after the date a party executes the Agreement. Your agency's commitment to the agreement expires 9/17/2018.

The mutual aid agreement:

- Enables public works agencies to support each other during an emergency.
- Provides the mechanism for immediate response to the Requesting Agency when the Responding Agency determines it can provide the needed resources and expertise.
- Sets up the documentation needed to seek maximum reimbursement possible from federal agencies.

Public works agencies in Oregon may sign the agreement or cancel their participation as they wish. The Oregon Department of Transportation (ODOT) maintains the list of all parties to the agreement and sends an updated list to all agencies whenever an agency is added to or removed from the list. Any agency may cancel its participation by giving written notice. The list of current members and guidelines on the ODOT Maintenance and Operations Branch web page at

<http://www.oregon.gov/ODOT/HWY/OOM/ERP/pwma.shtml>

To renew your agency's participation in the agreement, send the completed signature page to:

Greg Ek-Collins
ODOT Maintenance and Operations Branch
455 Airport Road, SE Bldg. K
Salem, OR 97301
Fax: (503) 986-3055

If you have any questions about the agreement, please call Greg Ek-Collins, ODOT Statewide Emergency Operations Manager, at (503) 986-3020.

Sincerely,

Luci Moore
State Maintenance Engineer

OREGON PUBLIC WORKS EMERGENCY RESPONSE
COOPERATIVE ASSISTANCE AGREEMENT

THIS AGREEMENT is between the government agencies (local, county, or state) that have executed the Agreement, as indicated by the signatures at the end of this document.

WITNESSETH:

WHEREAS, parties to this agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions; and

WHEREAS, each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support;

WHEREAS, in the event of a major emergency or disaster as defined in ORS 40 1.025 (5), the parties who have executed this Agreement may need assistance to provide supplemental personnel, equipment, or other support; and

WHEREAS, the parties have the necessary personnel and equipment to provide such services in the event of an emergency; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to supplement not supplant agency personnel;

WHEREAS, an Agreement would help provide documentation needed to seek the maximum reimbursement possible from appropriate federal agencies during emergencies;

WHEREAS, ORS Chapter 402.010 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities;

NOW THEREFORE, the parties agree as follows:

1. Request

If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.

2. Response

Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

- A. Determine whether it has the personnel, equipment, or material available to respond to the request.
- B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.
- C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.
- D. Provide appropriate access to the available material.
- E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, agencies funded with road funds are limited to providing services for road activities, sewer funds are limited to providing services for sewer activities and so on.

3. Incident Commander

The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

4. Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

5. Release of Personnel and Equipment

All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

6. Compensation

It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:

- A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.
- B. Compensation for equipment at Responder's established rental rate.
- C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.
- D. Without prejudice to a Responder's right to indemnification under Section 7.A. herein, compensation for damages to equipment occurring during the emergency incident shall be paid by the Requestor, subject to the following limitations:
 - 1) Maximum liability shall not **exceed** the cost of repair or cost of replacement, whichever is less.
 - 2) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident.
 - 3) To the extent of any payment under this section, Requestor will have the right of subrogation for all claims against parties other than parties to this agreement who may be responsible in whole or in part for damage to the equipment.

- 4) Requestor shall not be liable for damage caused by the neglect of the Responder's operators.

Within 30 days after presentation of bills by Responder entitled to compensation under this section, Requestor will either pay or make mutually acceptable arrangements for payment.

7. Indemnification

This provision applies to all parties only when a Requestor requests and a Responder provides personnel, equipment, or material under the terms of this Agreement. A Responder's act of withdrawing personnel, equipment, or material provided is not considered a party's activity under this Agreement for purposes of this provision.

To the extent permitted by Article XI of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other parties against liability for damage to life or property arising from the indemnifying party's own activities under this Agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of employees or agents of that other party.

8. Workers Compensation Withholdings and Employer Liability

Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Oregon Revised Statutes.

9. Pre-Incident Plans

The parties may develop pre-incident plans for the type and locations of problem areas where emergency assistance may be needed, the types of personnel and equipment to be dispatched, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responder of its own geographical area.

10. The Agreement

- A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Oregon may enter into this Agreement and that all parties who execute this Agreement will be

considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. above, to all others who have entered this Agreement.

- B. The Oregon Department of Transportation (ODOT) Maintenance and Operations Branch shall maintain the master copy of this Agreement, including a list of all those governmental entities that have executed this Cooperative Assistance Agreement. ODOT will make the list of participants available to any entity that has signed the Agreement. Whenever an entity executes the agreement, ODOT shall notify all others who have executed the Agreement of the new participant. Except as specifically provided in this paragraph, ODOT has no obligations to give notice nor does it have any other or additional obligations than any other party.
- C. This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated as provided in this paragraph. Any party may terminate its participation in this Agreement prior to expiration as follows:
 - 1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.
 - 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.

11. Non-exclusive

This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.

12. Parties to This Agreement

Participants in this Agreement are indicated on the following pages, one party per page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION



February 1, 2018

Luci Moore
Statewide Maintenance Engineer

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

Agency

County, Oregon

Authorized Representative

Date

Designated Primary Contact:

Office:

Contact:

Phone Number:

Emergency 24 Hour Phone Number:

Fax Number:

E-mail address (if available):



MEMORANDUM

SUBJECT: Cooperative Assistance Agreement

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 5/9/2018

COOPERTATIVE ASSISTANCE AGREEMENT: I move to approve the 2018-2023 Oregon Public Works Emergency Response Cooperative Assistance Agreement.

2018 FUND EXCHANGE AGREEMENT
Pavement Preservation
Wasco County

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and WASCO COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. Cherry Heights Road, Fifteenmile Road, Mill Creek Road, Orchard Road and Steele Road are a part of the county road system under the jurisdiction and control of the Agency.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Agency has submitted a completed and signed Part 1 of the Project Prospectus, or a similar document agreed to by State, outlining the schedule and costs associated with all phases of the of the pavement preservation of Cherry Heights Road, Fifteenmile Road, Mill Creek Road, Orchard Road and Steele Road, as described in Exhibit A, attached hereto, and by this reference made a part hereof, hereinafter referred to as "Project."
2. State has reviewed Agency's prospectus and considered Agency's request for the Fund Exchange. State has determined that Agency's Project is eligible for the exchange of funds.
3. To assist in funding the Project, Agency has requested State to exchange 2018 federal funds, which have been allocated to Agency, for state funds based on the following ratio:

\$94 state for \$100 federal

4. Based on this ratio, Agency wishes to trade \$286,541.00 federal funds for \$269,348.54 state funds.

5. The term of this Agreement will begin upon execution and will terminate two (2) years from the date that all required signatures are obtained unless extended by an executed amendment.
6. The Parties agree that the exchange is subject to the following conditions:
 - a. The federal funds transferred to State may be used by State at its discretion.
 - b. State funds transferred to Agency must be used for the Project. This Fund Exchange will provide funding for specific roadway projects and may also be used for the following maintenance purposes:
 - i. Purchase or Production of Aggregate. Agency shall ensure the purchase or production of aggregate will be highway related and used exclusively for highway work.
 - ii. Purchase of Equipment. Agency shall clearly describe how it plans to use said equipment on highways. Agency shall demonstrate that the equipment will only be used for highway purposes.
 - c. State funds may be used for all phases of the Project, including preliminary engineering, right of way, utility relocations and construction. Said use shall be consistent with the Oregon Constitution and statutes (Section 3a of Article IX Oregon Constitution). Agency shall be responsible to account for expenditure of state funds.
 - d. This Fund Exchange shall be on a reimbursement basis, with state funds limited to a maximum amount of \$269,348.54. All costs incurred in excess of the Fund Exchange amount will be the sole responsibility of Agency.
 - e. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
 - f. Agency, and any contractors, shall perform the work as an independent contractor and will be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
 - g. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established

pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- h. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
- i. Agency shall submit invoices to State on a quarterly basis, for actual costs incurred by Agency on behalf of the Project directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the agreement number, the invoice number or account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$269,348.54, including all expenses. Travel expenses will not be reimbursed.
- j. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and service demand.
- k. All employers, including Agency, that employ subject workers 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](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
- l. This Agreement may be terminated by either party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
 - i. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - A. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - B. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

- ii. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by the terminating Party, under any of the following conditions:
 - A. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of their reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - B. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.
 - iii. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 - m. State and Agency agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
7. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
- a. Utilize ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 (ADA), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - b. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - c. At Project completion, send an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:
http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForm_s1.aspx; and

8. Agency shall, at its own expense, maintain and periodically inspect any sidewalks, curb ramps, and pedestrian-activated signals on portions of the Project under Agency's maintenance jurisdiction upon Project completion and throughout the useful life of the Project to ensure continuing compliance with the ADA. This provision shall survive termination of this Agreement.
9. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
10. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
11. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
12. This Agreement and attached exhibits 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, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The funding for this Fund Exchange program was approved by the Oregon Transportation Commission on July 21, 2017, as a part of the 2018-2021 Statewide Transportation Improvement Program (STIP).

The Program and Funding Services Manager approved the Fund Exchange on February 23, 2018.

WASCO COUNTY, by and through its
elected officials

By _____
Chairman

Date _____

By _____
County Commissioner

Date _____

By _____
County Commissioner

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Counsel

Date _____

Agency Contact:

Arthur Smith – Director of Public Works
2705 East 2nd St
The Dalles, OR 97058-4097
(541) 506-2640
arthurs@co.wasco.or.us

State Contact:

Darrell Newton - Local Agency
Programs Coordinator
63055 N. Highway 97, Bldg M
Bend OR, 97703
(541) 388-6272
darrell.r.newton@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

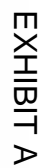
By _____
Region 4 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____





MEMORANDUM

SUBJECT: Fund Exchange Agreement

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 5/9/2018

FUND EXCHANGE AGREEMENT: I move to approve Oregon Department of Transportation Agreement #32601 2018 Fund Exchange Agreement for Pavement Preservation in Wasco County.



DISCUSSION ITEM

DEQ Grant Extension Application (Seeking Consensus)

[DEQ GRANT REPORT](#)

[EXTENSION REQUEST LETTER](#)

[GRANT EXTENSION REQUEST](#)

EXHIBIT B

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY MATERIALS MANAGEMENT
GRANT AGREEMENT PAYMENT REQUEST AND EXPENDITURE REPORT**

Recipient Name: Wasco County, Planning Department, Code Compliance Program	DEQ Grant Agreement # 121-17
Project Name: Abatement Assistance and Recycling Program	DEQ Grant Administrator: Jamie Jones
Recipient Address: 2705 E Second Street The Dalles, OR 97058	Report Period From: <u>May 12, 2017</u> To: <u>April 24, 2017</u>
Recipient Grant Administrator: Angie Brewer, Planning Director Phone: (541) 506-2566	Grant Amount: \$46,122

Expenditure Summary	Grant Expenditures		Match Expenditures		Total Expenditures
	This Period	To Date	This Period	To Date	To Date
A. Personnel					
B. Professional Services		<u>\$424.90</u>			<u>\$424.90</u>
C. Other Services & Supplies		<u>\$148.12</u>			<u>\$148.12</u>
D. Capital Outlay (equipment, property, rolling stock, etc)		<u>\$33,677.50</u>			<u>\$33,677.50</u>
E. Other (include description)					
Total		<u>\$34,250.52</u>			<u>\$34,250.52</u>

F. Total Amount of Grant \$ 46,122.00

G. Total Grant Money Received to Date \$ \$0.00

H. Amount of this Request \$ \$34,250.52

CERTIFICATION

I certify that this report is true and correct to the best of my knowledge and that all expenditures and obligations reported herein have been made in accordance with the budget agreed upon and with other provisions contained in the Agreement.

Signature

Name & Title (print)

Date

Angie Brewer Angie Brewer, Planning Director 4/24/18

DEQ USE ONLY **Approved for Payment:**

DEQ Grant Administrator

Date

DEQ Program Manager

Date



PLANNING DEPARTMENT

2705 East Second Street • The Dalles, OR 97058
p: [541] 506-2560 • f: [541] 506-2561 • www.co.wasco.or.us

Pioneering pathways to prosperity.

Memo

Date: April 24, 2017.

Re: Abatement Grant Reporting
Nicole Beaman's Time.

Nichole Beaman was able to utilize the Code Enforcement Truck on a property that had applied for the Abatement Recycling Assistance Program. She reported that she and two volunteers spent 20 hours on each of the following dates:

September 22, 2017 – (6.5 hours paid & 13.5 hours volunteer)
October 11, 2017 - (6.5 hours paid & 13.5 hours volunteer)
November 16, 2017 - (6.5 hours paid & 13.5 hours volunteer)

See attached email.



Chris McNeel <chrism@co.wasco.or.us>

Info for the Abatement Grant.

Nicole Beaman <nicoleb@co.wasco.or.us>
To: Chris McNeel <chrism@co.wasco.or.us>

Tue, Apr 17, 2018 at 4:08 PM

I am sorry for the delay in responding. I have been searching my records and as a crew we went out to clean up on 9/22/17, 10/11/17 and again 11/16/17. We were also scheduled a couple of other times but were canceled due to his having doctor appointments. A rough estimate is 9 cubic yards of hazardous material removed. We also helped clean and sort his metal pile out so he could recycle it himself in Portland. We then returned and sorted his pallets and wood debris for him and he burned it there on site.

Please feel free to call me anytime. It was extremely hard getting him to give anything up and clean or recycle his stuff. Feel free to call me anytime and we can talk further. I am struggling to fill out the spreadsheet because we were allowed to remove so little.

[Quoted text hidden]



Nicole Beaman | Work Crew Coordinator
YOUTH SERVICES

nicoleb@co.wasco.or.us | www.co.wasco.or.us
1-541-506-2660 | Fax (541)506-2661
202 East 5th Street | The Dalles, OR 97058

STATEMENT

PAGE: 1

SAWYER'S TRUE VALUE
500 E THIRD STREET
THE DALLES, OR
97058
(541) 296-4814

CLOSING DATE: 10/31/17
DUE DATE : 11/15/17
ACCT: 3169

CLOSING
DATE : 10/31/17
DUE DATE: 11/15/17

WASCO CO JUVENILE DEPT
202 EAST FIFTH STREET
THE DALLES OR 97058
00000000000000000000

SAWYER'S TRUE VALU
WASCO CO JUVENILE
ACCOUNT : 3169

PLEASE DETACH AND RETURN
REMITTANCE STUB WITH YOUR PAYMENT

DATE	REFERENCE	ST	C	DESCRIPTION	DEBIT	CREDIT	REFERENCE	AMOUNT
REMIT TO: SAWYER'S TRUE VALUE 3350 SW XERO CT. REDMOND, OR 97756 PAYMENT DUE BY 15TH THE OF MONTH TO AVOID A 1.5% FINANCE CHARGE								
10/ 2/17	405049	1	I	INVOICE	36.21		405049	36.21
10/ 7/17	405574	1	I	INVOICE	14.70		405574	14.70
10/11/17	405810	1	I	INVOICE	36.98		405810	36.98
10/17/17	406237	1	I	INVOICE	16.98		406237	16.98
10/18/17	406309	1	I	INVOICE	43.25		406309	43.25
				NEW BALANCE	148.12			

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS
148.12	0.00	0.00	0.00	0.00

NEW BAL: 148.12

TERMS: NET 15TH

5-6-7-8-9-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100

3169

A - Adjustment
B - Balance Forward

Transaction Codes
C - Credit
F - Finance Charge

I - Invoice
P - Payment

AMOUNT PAID

148.12

This statement covers transactions on your account for the period ending on the date above. Charges, payments, and credits received after the above date will be shown on your next statement.

SAWYER'S TRUE VALUE
500 E THIRD STREET
THE DALLES, OR
97058
PHONE: (541) 296-4814

PAGE NO 1

WASCO CO JUVENILE DEPT
202 EAST FIFTH STREET
THE DALLES OR 97058

CUST # 3169
TERMS: NET 15TH

INV # 405049
DATE : 10/02/17
CLERK: VS
TERM # 555

DUE DATE: 11/15/17

TIME : 9:00
DUPLICATE
INVOICE

QUANTITY	UN	ITEM	DESCRIPTION	SUG.PRICE	PRICE/PER	EXTENSION
4	EA	906182	1qt Bar Oil Platinum		2.99 /EA	11.96 N
1	EA	005763	6.40Z OIL MIX		12.25 /1	12.25 N
			DISCOUNT 17.99			
1			1/1 SIX PACK- 912.25 per 1			
** AMOUNT CHARGED TO ACCOUNT **				36.21	TAXABLE	0.00
					NON-TAXABLE	36.21
					SUB-TOTAL	36.21
					TAX AMOUNT	0.00
					TOTAL INVOICE	36.21

(NICOLE BEAMAN)

x nb

SAWYER'S TRUE VALUE
500 E THIRD STREET
THE DALLES, OR
97058
PHONE: (541) 296-4814

PAGE NO 1

WASCO CO JUVENILE DEPT
202 EAST FIFTH STREET
THE DALLES OR 97058

CUST # 3169
TERMS: NET 15TH

INV # 405574
DATE : 10/07/17
CLERK: SC
TERM # 551

DUE DATE: 11/15/17

TIME : 12:54
DUPLICATE
INVOICE

QUANTITY	UN	ITEM	DESCRIPTION	SUG.PRICE	PRICE/PER	EXTENSION
5	EA	H	MISC. HARDWARE		2.15 /EA	10.75 N
5	EA	H	MISC. HARDWARE		.75 /EA	3.75 N
** AMOUNT CHARGED TO ACCOUNT **				14.70	TAXABLE	0.00
					NON-TAXABLE	14.70
					SUB-TOTAL	14.70
					TAX AMOUNT	0.00
					TOTAL INVOICE	14.70

(NICOLE BEAMAN)

x nb

SAWYER'S TRUE VALUE
500 E THIRD STREET
THE DALLES, OR
97058
PHONE: (541) 296-4814

PAGE NO 1

WASCO CO JUVENILE DEPT
202 EAST FIFTH STREET
THE DALLES OR 97058

CUST # 3169
TERMS: NET 15TH

INV # 405810
DATE : 10/11/17
CLERK: DC
TERM # 551

DUE DATE: 11/15/17

TIME : 8:57
DUPLICATE
INVOICE

QUANTITY	UN	ITEM	DESCRIPTION	SUG.PRICE	PRICE/PER	EXTENSION
1	EA	548477	MM2PRI*26"Driv Tie Down		18.99 /EA	18.99 N
1	EA	764603	NM Adj Cargo Net		17.99 /EA	17.99 N
** AMOUNT CHARGED TO ACCOUNT **				36.98	TAXABLE	0.00
					NON-TAXABLE	36.98
					SUB-TOTAL	36.98
					TAX AMOUNT	0.00
					TOTAL INVOICE	36.98

(NICOLE BEAMAN)

x nb

SAWYER'S TRUE VALUE
500 E THIRD STREET
THE DALLES, OR
97058
PHONE: (541) 296-4814

PAGE NO 1

WASCO CO JUVENILE DEPT
202 EAST FIFTH STREET
THE DALLES OR 97058

CUST # 3169
TERMS: NET 15TH

INV # 406237
DATE : 10/17/17
CLERK: UC
TERM # 551

DUE DATE: 11/15/17

TIME : 9:56
DUPLICATE
INVOICE

QUANTITY	UN	ITEM	DESCRIPTION	SUG.PRICE	PRICE/PER	EXTENSION
1	EA	412817	EVER 4FC C Alk Battery		8.99 /EA	8.99 N
1	EA	137892	EVER 8PK AAA Battery		7.99 /EA	7.99 N
** AMOUNT CHARGED TO ACCOUNT **				16.98	TAXABLE	0.00
					NON-TAXABLE	16.98
					SUB-TOTAL	16.98
					TAX AMOUNT	0.00
					TOTAL INVOICE	16.98

(SCOTT LITTLE)

x Scott Little

SAWYER'S TRUE VALUE
500 E THIRD STREET
THE DALLES, OR
97058
PHONE: (541) 296-4814

PAGE NO 1

WASCO CO JUVENILE DEPT
100 EAST FIFTH STREET
THE DALLES OR 97058

CUST # 1162
TERMS: NET 15TH

INV # 486308
DATE : 10/18/13
CLERK: KR
TERM # 551

DUE DATE: 11/15/17

TIME : 8:13
DUPLICATE
* INVOICE *

QUANTITY	QM	ITEM	DESCRIPTION	SUG. PRICE	PRICE/PER	EXTENSION
1	EA	541316	Econ Safety Glasses		5.49 /EA	5.49 N
1	EA	541324	Splash Safe Goggles		13.99 /EA	13.99 N
1	EA	541316	Econ Safety Glasses		5.49 /EA	5.49 N
1	EA	541324	Splash Safe Goggles		13.99 /EA	13.99 N
1	EA	323777	Imp Resist Safe Goggle		4.29 /EA	4.29 N
** AMOUNT CHARGED TO ACCOUNT **				43.25	TAXABLE	9.50
					NON-TAXABLE	43.25
					SUB-TOTAL	43.25
					TAX AMOUNT	0.00
					TOTAL INVOICE	43.25

(NICOLE BEAMAN)

x (mb)

*Defer
abatement
Wells
on Ridge line*

THANK YOU FOR SHOPPING AT
SAWYER'S TRUE VALUE
500 E THIRD STREET
THE DALLES, OR
97058
(541) 296-4814

10/11/17 8:57AM DC 551 SALE

548477	1	EA	18.99	EA	N
MM2PK1"x6'Univ Tie Down				18.99	
764603	1	EA	17.99	EA	N
MM ADJ Cargo Net				17.99	

SUB-TOTAL:\$ 36.98 TAX: \$.00

TOTAL: \$ 36.98

CHARGE AMT: 36.98



==> JRNL#B36649 INV#405810 <<==

CUST NO: 3169

Customer Copy

Name : X

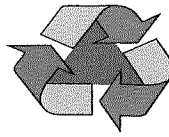
NICOLE BEAMAN

Acct: WASCO CO JUVENILE DEPT

WE APPRECIATE YOUR BUSINESS

Tri-County

Hazardous Waste & Recycling Program



NOTE: This refers to delivery of our Clearstream event recycling containers to large events. Provision of these containers was made possible due to access to the DEQ-funded truck.

Event Recycling			
Event	Date(s)	Contact Person	Bags Collected
Sherman County Fair		Cindy Brown	7
Wasco County Fair	8/24/17 – 8/27/17	Lisa Gambee	48
Eagle Creek Fire Incident Command	9/7/17 – 10/4/17	Kristin Reese	48 (\$800-900)

NOTE: Access by Tri-County Hazardous Waste & Recycling Program to the truck during scheduled hazardous waste events has allowed that program to collect more of the items listed below (medicines, fire extinguishers, cell phones, and lead acid batteries) while avoiding cost. Likewise, the truck has allowed that program to increasingly divert unwanted products (such as quality paint) from rural hazardous waste collections towards local reuse.

Hazardous Waste Event Collection		
Location	Dates	Notes
Hood River	8/18/17	Collected 27 pounds of unwanted medicines, five fire extinguishers, two cell phones, and 638 pounds of lead acid batteries.
The Dalles	8/19/17	Collected 13 pounds of unwanted medicines and 345 pounds of lead acid batteries.
Tygh Valley	9/23/17	Collected eighteen pounds of unwanted medicines, four propane cylinders, and 662 pounds of lead acid batteries.
Mosier	10/7/17	Collected thirty two pounds of unwanted medicines, one fire extinguisher, several cell phones, and 475 pounds of lead acid batteries.
Hood River	11/1/17	638 pounds of lead acid batteries, eight propane cylinders, two cell phones, nine fire extinguishers, and four pounds of medicines.
The Dalles	11/2/17	244 pounds of lead acid batteries, one pound of medicines, seven fire extinguishers, and five cell phones.
Wasco	11/3/17	.6 pounds of unwanted medicines, six fire extinguishers, and nine cell phones, and 17 pounds of lead acid batteries.
Hood River	2/23/18	Collected a lot of unused paint to donate to the ReStore (8 five-gallon buckets, and twelve gallons). Collected 33.4 pounds of unwanted medicines, five fire extinguishers, six cell phones, and 209 pounds of lead acid batteries.
The Dalles	2/24/18	Collected 3 pounds of unwanted medicines, eight fire extinguishers, eleven cell phones, and 553 pounds of lead acid batteries.
Maupin	4/14/18	Retrieved 455 pounds of lead acid batteries, two large liquid propane containers, six fire extinguishers, and eleven pounds of unwanted (non-controlled) medicines.



PURCHASE ORDER

Wasco County
511 Washington St Suite 207
The Dalles, OR 97058
(541) 506-2770

Page 1 / 1

DATE 7/19/2017

DO NUMBER
21-0016

VENDOR: 00355

RAY SCHULTENS MOTORS INC.
P.O. BOX 1028
THE DALLES, OR 97058

SHIP TO:

Dept.:

Contact: OLSON, SIRI

Contact Phone:

Confirming? No

FOB Point:

Terms: Net 30 Days

Req. Del. Date: 7/31/2017

Special Inst:

[illegible]

BILL TO:

SUBTOTAL	28,728.50
FREIGHT	0.00
TOTAL	28,728.50

Account Number	Amount	Account Number	Amount
E 101.18.5117.53201	28,728.50		

FILE COPY

Tyke Stone



State of Oregon

SECURE ODOMETER DISCLOSURE/REASSIGNMENT

R 6959448

Federal and state laws require that you state a vehicle's mileage when there is a transfer of ownership. Failure to complete an odometer disclosure or providing a false statement may result in fines and/or imprisonment. Under Oregon law, the offense of submitting a false odometer disclosure is a Class C felony (ORS 815.430).

PLATE NUMBER	VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	STYLE	MODEL
	1FT7W1E840W423122	2017	FORD	PICKUP	F250 SUPER

FIRST ASSIGNMENT OF TITLE	
Assignment areas must be completed fully including the printed names and signatures of buyer(s) and seller(s).	
I certify the vehicle described above has been transferred to the following (signature certifies to odometer disclosure and releases interest in the vehicle):	
BUYER'S PRINTED NAME	DATE OF SALE OR TRANSFER
BUYER'S ADDRESS	
ODOMETER READING (NO TENTHS)	I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle UNLESS one of the following statements is checked: <input type="checkbox"/> The mileage stated is in EXCESS of its mechanical limits. <input type="checkbox"/> The odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY
SELLER'S PRINTED NAME	SIGNATURE
SELLER'S PRINTED NAME (IF BUSINESS, PERSON SIGNING FOR BUSINESS)	SIGNATURE
SELLER'S ADDRESS (IF DIFFERENT FROM FRONT OF TITLE)	DEALER/WRECKER NUMBER TELEPHONE NUMBER
I am aware of the above odometer disclosure made by the seller/agent.	
BUYER'S PRINTED NAME	SIGNATURE

SECOND ASSIGNMENT OF TITLE	
Assignment areas must be completed fully including the printed names and signatures of buyer(s) and seller(s).	
I certify the vehicle described above has been transferred to the following (signature certifies to odometer disclosure and releases interest in the vehicle):	
BUYER'S PRINTED NAME	DATE OF SALE OR TRANSFER
BUYER'S ADDRESS	
ODOMETER READING (NO TENTHS)	I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle UNLESS one of the following statements is checked: <input type="checkbox"/> The mileage stated is in EXCESS of its mechanical limits. <input type="checkbox"/> The odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY
SELLER'S PRINTED NAME	SIGNATURE
SELLER'S PRINTED NAME (IF BUSINESS, PERSON SIGNING FOR BUSINESS)	SIGNATURE
SELLER'S ADDRESS (IF DIFFERENT FROM FRONT OF TITLE)	DEALER/WRECKER NUMBER TELEPHONE NUMBER
I am aware of the above odometer disclosure made by the seller/agent.	
BUYER'S PRINTED NAME	SIGNATURE

THIRD ASSIGNMENT OF TITLE	
Assignment areas must be completed fully including the printed names and signatures of buyer(s) and seller(s).	
I certify the vehicle described above has been transferred to the following (signature certifies to odometer disclosure and releases interest in the vehicle):	
BUYER'S PRINTED NAME	DATE OF SALE OR TRANSFER
BUYER'S ADDRESS	
ODOMETER READING (NO TENTHS)	I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle UNLESS one of the following statements is checked: <input type="checkbox"/> The mileage stated is in EXCESS of its mechanical limits. <input type="checkbox"/> The odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY
SELLER'S PRINTED NAME	SIGNATURE
SELLER'S PRINTED NAME (IF BUSINESS, PERSON SIGNING FOR BUSINESS)	SIGNATURE
SELLER'S ADDRESS (IF DIFFERENT FROM FRONT OF TITLE)	DEALER/WRECKER NUMBER TELEPHONE NUMBER
I am aware of the above odometer disclosure made by the seller/agent.	
BUYER'S PRINTED NAME	SIGNATURE



State of Oregon

R 7508176

SECURE ODOMETER DISCLOSURE/REASSIGNMENT

Federal and state laws require that you state a vehicle's mileage when there is a transfer of ownership. Failure to complete an odometer disclosure or providing a false statement may result in fines and/or imprisonment. Under Oregon law, the offense of submitting a false odometer disclosure is a Class C felony (ORS 815.430).

PLATE NUMBER	VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	STYLE	MODEL
	1FT7W2B60ME330123	2012	FORD	PICKUP	F250 SUPER
FIRST ASSIGNMENT OF TITLE Assignment areas must be completed fully including the printed names and signatures of buyer(s) and seller(s).	I certify the vehicle described above has been transferred to the following (signature certifies to odometer disclosure and releases interest in the vehicle):				
	BUYER'S PRINTED NAME			DATE OF SALE OR TRANSFER	
	BUYER'S ADDRESS				
	ODOMETER READING (NO TENTHS)	<input type="checkbox"/> The mileage stated is in EXCESS of its mechanical limits. <input type="checkbox"/> The odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY			
	SELLER'S PRINTED NAME		SIGNATURE		
	SELLER'S PRINTED NAME (IF BUSINESS, PERSON SIGNING FOR BUSINESS)		SIGNATURE		
	SELLER'S ADDRESS (IF DIFFERENT FROM FRONT OF TITLE)		DEALER/WRECKER NUMBER		TELEPHONE NUMBER
	I am aware of the above odometer disclosure made by the seller/agent.				
	BUYER'S PRINTED NAME		SIGNATURE		
	SECOND ASSIGNMENT OF TITLE Assignment areas must be completed fully including the printed names and signatures of buyer(s) and seller(s).	I certify the vehicle described above has been transferred to the following (signature certifies to odometer disclosure and releases interest in the vehicle):			
BUYER'S PRINTED NAME			DATE OF SALE OR TRANSFER		
BUYER'S ADDRESS					
ODOMETER READING (NO TENTHS)		<input type="checkbox"/> The mileage stated is in EXCESS of its mechanical limits. <input type="checkbox"/> The odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY			
SELLER'S PRINTED NAME		SIGNATURE			
SELLER'S PRINTED NAME (IF BUSINESS, PERSON SIGNING FOR BUSINESS)		SIGNATURE			
SELLER'S ADDRESS (IF DIFFERENT FROM FRONT OF TITLE)		DEALER/WRECKER NUMBER		TELEPHONE NUMBER	
I am aware of the above odometer disclosure made by the seller/agent.					
BUYER'S PRINTED NAME		SIGNATURE			
THIRD ASSIGNMENT OF TITLE Assignment areas must be completed fully including the printed names and signatures of buyer(s) and seller(s).		I certify the vehicle described above has been transferred to the following (signature certifies to odometer disclosure and releases interest in the vehicle):			
	BUYER'S PRINTED NAME			DATE OF SALE OR TRANSFER	
	BUYER'S ADDRESS				
	ODOMETER READING (NO TENTHS)	<input type="checkbox"/> The mileage stated is in EXCESS of its mechanical limits. <input type="checkbox"/> The odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY			
	SELLER'S PRINTED NAME		SIGNATURE		
	SELLER'S PRINTED NAME (IF BUSINESS, PERSON SIGNING FOR BUSINESS)		SIGNATURE		
	SELLER'S ADDRESS (IF DIFFERENT FROM FRONT OF TITLE)		DEALER/WRECKER NUMBER		TELEPHONE NUMBER
	I am aware of the above odometer disclosure made by the seller/agent.				
	BUYER'S PRINTED NAME		SIGNATURE		



2400 WEST 6th ST. • (541) 296-6191
THE DALLES, OR 97058

DEAL #: 0013756
CUST #: 036575

OREGON MOTOR VEHICLE PURCHASE ORDER

EXPECTED DELIVERY DATE 07/12/2017 DATE 07/12/2017

BUYER'S NAME WASCO COUNTY PLANNING DEPT	PHONE 541-506-2564	RES. BUS.	STOCK NO. HE329
BUYER'S RESIDENCE OR PLACE OF BUSINESS 2705 EAST 2ND STREET THE DALLES, OR 97058		BUYER DOB:	

Subject to the terms and conditions set forth below and on the reverse side, Buyer agrees to purchase from Dealer the vehicle described below (the Vehicle). Delivery is to be made on the expected delivery date shown above or as soon thereafter as possible. HOWEVER, BUYER AGREES THAT NEITHER DEALER NOR THE MANUFACTURER WILL BE LIABLE FOR FAILURE TO EFFECT DELIVERY.

NEW OR USED NEW	YEAR 2017	NO. CYL 8	MAKE FORD	TYPE PICKUP	MODEL F250 SUPER DUTY	VIN. 1FT7W2B60HEC32123
COLOR OXFORD WHITE	ODOMETER 240	LICENSE	TRIM	SALESMAN RAY, CELTON		

DEPOSITS TAKEN ON NEW VEHICLE ORDERS ARE NON-REFUNDABLE EARNEST MONIES

ACCESSORIES:

SELLER'S WARRANTIES

We disclaim any warranty or representation as to the accuracy of the mileage on the odometer. We do not warrant the correctness of the year of manufacture or model of said vehicle. You agree that you have verified the description of the vehicle to your satisfaction and there is no warranty as to the correctness of the description of the vehicle. UNLESS YOU HAVE BEEN GIVEN AN EXPRESS WARRANTY IN WRITING, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE MERCHANTABILITY, SUITABILITY, FITNESS FOR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. ALL USED VEHICLES ARE SOLD AS IS. Any warranty on any new vehicle or used vehicle still subject to a Manufacturer's warranty is that made by the Manufacturer only. All warranties, if any, by Manufacturers and suppliers are theirs, not the Dealer's, and only the Manufacturers and suppliers shall be liable for performance under such warranties.

LIMITATION OF DAMAGES: BUYER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY DAMAGES FOR LOSS TO PROPERTY OR PERSONS OR DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF INCOME, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES.

USED CAR BUYER'S GUIDE

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulation may require a special Buyer's Guide to be displayed on the window. The information on the Buyer's Guide for this Vehicle is part of and overrides any contrary provisions in this Agreement. Purchaser acknowledges receipt of Buyer's Guide.

BUYER ☒

WAIVER OF SERVICE CONTRACT

I hereby certify that the terms and conditions of the service contract program offered by the seller have been fully explained to me. I fully understand that this is a time limited offer and elect not to purchase the service contract.

BUYER ☒

ITEMIZATION OF PURCHASE

1. Cash Price	\$ 28509.00
A. License/Registration Fee	\$ 27.50
B. Title Fee	\$ 77.00
C. Misc. Fee PROCESSING FEE	\$ 115.00
D. Service Contract Fee	\$ NA
E.	\$ NA
Total Cash Price (1 + 1A through 1E)	\$ 28728.50
2. Downpayment:	
A. Cash Downpayment	\$ NA
B. Manufacturer's Rebate	\$
C. Deferred Downpayment (pick up payment) due	\$ NA
of	\$ NA
D. Trade-In: \$ Less Owing \$	NA Net.. NA
Pay Off Total Down (A + B + C + D)	\$ NA
3. Unpaid cash balance of price (1 less 2)	\$ 28728.50
To be paid	

DESCRIPTION OF TRADE-IN

YEAR	MAKE	BODY TYPE	MODEL
V.I.N.			

TRADE-IN AND PAYOFF BALANCE

Buyer agrees to deliver to Dealer the title(s) to the Trade-in and warrants that Buyer holds title to the Trade-in free and clear of all liens and encumbrances except as noted below. Subject to the terms set forth on the back of this Agreement, the Trade-in allowance shown on line 2D above is the amount Dealer agrees to credit to Buyer's account, providing Buyer accepts delivery of the Vehicle and completes the transaction in accordance with this Agreement. If the value of the Trade-in exceeds the amount owing on the Trade-in, the excess shall be included in Buyer's down payment. If the value of the Trade-in is less than the amount owing on the Trade-in, Buyer shall pay the deficiency in cash on demand.

PAYOFF
BALANCE
OWED
TO NA

DISCLOSURE STATEMENT FOR TRADE-IN VEHICLE

Under penalty of perjury I hereby certify that the Trade-in vehicle described herein has not been declared totaled out by an insurance carrier and has not been determined to have an uncorrected non-conformity or a serious safety defect as the result of any final determination, adjudication or settlement, and that the certificate of title does not indicate said vehicle is a "lemon", is "Rebuilt", or is otherwise defective, unless noted below. I further certify that the vehicle has not sustained extensive collision damage, suffered frame damage, or had collision repairs in excess of \$500.00, unless noted below. In the case of an R/V, I further state that all accessories, appliances and water systems are fully operable, unless noted below.

BUYER ☒

CO-BUYER ☒

Buyer acknowledges that before signing this agreement Buyer has read both sides of this agreement and received a legible, completely filled-in copy of this agreement.

BUYER ☒

CO-BUYER ☒

DEALER

Buyer agrees to obtain physical damage and liability insurance on the above Vehicle. Delivery of the Vehicle to Buyer is subject to credit approval by a financial institution of the Dealer's choice. If Buyer's credit is not approved by a Lender, Buyer will immediately return the Vehicle to the Dealer. THE FRONT AND BACK OF THIS AGREEMENT COMPRISE THE ENTIRE AGREEMENT PERTAINING TO THIS TRANSACTION AND IT MAY ONLY BE AMENDED IN WRITING, SIGNED BY ALL OF THE PARTIES.

The Optimist Printers

THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

BUYER'S COPY



2400 WEST 6th ST. • (541) 296-6191
THE DALLES, OR 97058

DEAL #: 0013756
CUST #: 036575

OREGON MOTOR VEHICLE PURCHASE ORDER

EXPECTED DELIVERY DATE 07/25/2017 DATE 07/25/2017

BUYER'S NAME		RES.		STOCK NO.	
WASCO COUNTY PLANNING DEPT		541-506-2564		HC 100	
BUYER'S RESIDENCE OR PLACE OF BUSINESS					
2705 EAST 2ND STREET THE DALLES, OR 97058 BUYER DOB:					
Subject to the terms and conditions set forth below and on the reverse side, Buyer agrees to purchase from Dealer the vehicle described below (the Vehicle). Delivery is to be made on the expected delivery date shown above or as soon thereafter as possible. HOWEVER, BUYER AGREES THAT NEITHER DEALER NOR THE MANUFACTURER WILL BE LIABLE FOR FAILURE TO EFFECT DELIVERY.					
NEW OR USED	YEAR	NO. CYL	MAKE	TYPE	MODEL
NEW	2017	8	FORD	PICKUP	F250 SUPER DUTY
COLOR		ODOMETER		LICENSE	TRIM
OXFORD WHITE		240			1F17W2B40HEC32123
SALESMAN RAY FELTON					

DEPOSITS TAKEN ON NEW VEHICLE ORDERS ARE NON-REFUNDABLE EARNEST MONIES

ACCESSORIES:

SELLER'S WARRANTIES
We disclaim any warranty or representation as to the accuracy of the mileage on the odometer. We do not warrant the correctness of the year of manufacture or model of said vehicle. You agree that you have verified the description of the vehicle to your satisfaction and there is no warranty as to the correctness of the description of the vehicle. UNLESS YOU HAVE BEEN GIVEN AN EXPRESS WARRANTY IN WRITING, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE MERCHANTABILITY, SUITABILITY, FITNESS FOR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. ALL USED VEHICLES ARE SOLD AS IS. Any warranty on any new vehicle or used vehicle still subject to a Manufacturer's warranty is that made by the Manufacturer only. All warranties, if any, by Manufacturers and suppliers are theirs, not the Dealer's, and only the Manufacturers and suppliers shall be liable for performance under such warranties.
LIMITATION OF DAMAGES: BUYER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY DAMAGES FOR LOSS TO PROPERTY OR PERSONS OR DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF INCOME, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES.

USED CAR BUYER'S GUIDE
If you are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulation may require a special Buyer's Guide to be displayed on the window. The information on the Buyer's Guide for this Vehicle is part of and overrides any contrary provisions in this Agreement. Purchaser acknowledges receipt of Buyer's Guide.

WAIVER OF SERVICE CONTRACT
I hereby certify that the terms and conditions of the service contract program offered by the seller have been fully explained to me. I fully understand that this is a time limited offer and elect not to purchase the service contract.
BUYER X

ITEMIZATION OF PURCHASE
1. Cash Price \$ 28509.00
A. License/Registration Fee \$ 27.50
B. Title Fee \$ 77.00
C. Misc. Fee \$ 115.00
D. Service Contract Fee \$ NA
E. \$ NA
Total Cash Price (1 + 1A through 1E) \$ 28728.50
2. Downpayment:
A. Cash Downpayment \$ NA
B. Manufacturer's Rebate \$ NA
C. Deferred Downpayment (pick up payment) due \$ NA
of \$ NA
D. Trade-In: \$ NA
Less \$ NA
Owing \$ NA Net \$ NA
Pay Off Total Down (A + B + C + D) \$ NA
3. Unpaid cash balance of price
(1 less 2) \$ 28728.50
To be paid

DESCRIPTION OF TRADE-IN			
YEAR	MAKE	BODY TYPE	MODEL
V.I.N.			

TRADE-IN AND PAYOFF BALANCE
Buyer agrees to deliver to Dealer the title(s) to the Trade-in and warrants that Buyer holds title to the Trade-in free and clear of all liens and encumbrances except as noted below. Subject to the terms set forth on the back of this Agreement, the Trade-in allowance shown on line 2D above is the amount Dealer agrees to credit to Buyer's account, providing Buyer accepts delivery of the Vehicle and completes the transaction in accordance with this Agreement. If the value of the Trade-in exceeds the amount owing on the Trade-in, the excess shall be included in Buyer's down payment. If the value of the Trade-in is less than the amount owing on the Trade-in, Buyer shall pay the deficiency in cash on demand.
PAYOFF BALANCE
OWED
TO NA

DISCLOSURE STATEMENT FOR TRADE-IN VEHICLE
Under penalty of perjury I hereby certify that the Trade-in vehicle described herein has not been declared totaled out by an insurance carrier and has not been determined to have an uncorrected non-conformity or a serious safety defect as the result of any final determination, adjudication or settlement, and that the certificate of title does not indicate said vehicle is a "lemon", is "Rebuilt", or is otherwise defective, unless noted below. I further certify that the vehicle has not sustained extensive collision damage, suffered frame damage, or had collision repairs in excess of \$500.00, unless noted below. In the case of an R/V, I further state that all accessories, appliances and water systems are fully operable, unless noted below.
BUYER X
CO-BUYER X

Buyer acknowledges that before signing this agreement Buyer has read both sides of this agreement and received a legible, completely filled-in copy of this agreement.
BUYER X
DEALER
CO-BUYER X

Buyer agrees to obtain physical damage and liability insurance on the above Vehicle. Delivery of the Vehicle to Buyer is subject to credit approval by a financial institution of the Dealer's choice. If Buyer's credit is not approved by a Lender, Buyer will immediately return the Vehicle to the Dealer. THE FRONT AND BACK OF THIS AGREEMENT COMPRISE THE ENTIRE AGREEMENT PERTAINING TO THIS TRANSACTION AND IT MAY ONLY BE AMENDED IN WRITING, SIGNED BY ALL OF THE PARTIES.

The Optimist Printers

THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

BUYER'S COPY

WE OWE

NAME WASCO COUNTY PLANNING DEPT STK. NO. HF399 NEW ☐ XX USED ☒

ADDRESS 2705 EAST 2ND STREET YEAR 2017 MAKE FORD

CITY THE DALLES STATE OR ZIP 97058 MODEL F250 SUPER DUTY

PHONE 541-506-2564 VIN# 1 F T 7 W 2 B 6 D H E C 3 2 1 2 3

SALESPERSON RAY FELTON

DEL. DATE 07/12/2017

QTY.	NAME OF ITEM	PART	LABOR
	NOTHING PROMISED		

I hereby accept this WE OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER *[Signature]*

DATE 07/12/2017

APPROVED *[Signature]* MGR.

CUSTOMER COPY



Sales Invoice

Page 1 of 2

TRAILER WORLD-BEND
64601 BAILEY ROAD (HWY 20)
BEND, OR 97703
541/389-9849 Fax: 541/389-9782

Invoice # X 56831

Sold to: Wasco County Code Compliance / Joesph Ramirez

Sold to: (56831) (2) (104946)

Wasco County Code Co
2705 E 2nd St
The Dalles, OR 9705
Phone (541)506-2564

Ship to:

Wasco County Code Co
2705 E 2nd St
The Dalles, OR 9705

Order Date: 08/23/17

PO #:

Sls: Jason Baker

Invoice Date: 08/23/17

Terms: 0 Days Net

Ordered	Shipped	Description	Amount
1	1	New CARGO MATE	4,949.00
		Model BL 716TA2 Yr 18	
		GVWR:7,000	
		Serial # 8539 5NHUBL625JB468539	
		Vin 8539 5NHUBL625JB468539	
		Size: 7' 0" x 16' 0"	

Options:

Item #	Description	Qty	Price
CT233	Recessed Wall-Mt E-Track (Installed; St	25.0	Included
CT1039	0.030 Polar White Aluminum Exterior	1.0	Included

Plus Non-Taxable Items:

PREP TRAILER FOR DELIVERY	N	-Incl-
Total Non-Taxable items		0.00

Notes for this invoice:

The price of this invoice is correct but the options listed are not. Our system will not allow me to adjust the options on the invoice. Please note the trailer you are getting has a ramp door and (4) D-rings.

Total Net Selling Price	4,949.00
Tax	0.00
Filing Fee	0.00
Title Fee	0.00
Documentation Fee	0.00
Inspection Fee	0.00
Reg Fee	0.00

Trade Details:

Total Sale	4,949.00
(-) Trade-In Equity	0.00
(-) Deposit Received	0.00

Total Amount Due	4,949.00
-------------------------	-----------------

There are no trades



Sales Invoice

Page 2 of 2

TRAILER WORLD-BEND
64601 BAILEY ROAD (HWY 20)
BEND, OR 97703
541/389-9849 Fax: 541/389-9782

Invoice # X 56831

Sold to: Wasco County Code Compliance / Joesph Ramirez

Sold to: (56831) (2) (104946)

Wasco County Code Co
2705 E 2nd St
The Dalles, OR 9705
Phone (541)506-2564

Ship to:

Wasco County Code Co
2705 E 2nd St
The Dalles, OR 9705

Signature:

X

Signature:

X

Wasco County Code Compliance

Date

For: TRAILER WORLD-BEND

Date

Printed: 08/23/17 05:46:38 PM

Printed: 08/23/17 05:46:38 PM

CERTIFICATE OF ORIGIN FOR A VEHICLE**FOREST RIVER, INC.**

DATE

09/15/17

VEHICLE IDENTIFICATION NO.

5NHUBL625JB468539

BODY TYPE

UTILITY TRAILERS

H.P. (S.A.E.)

G.V.W.R.

7000

YEAR

2018

NO. CYLS.

INVOICE NO.

INV000531683

MAKE

CARGO MATE

SHIPPING WEIGHT

2450

SERIES OR MODEL

ORBL716TA2

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

BLASER TRAILER SALES INC
1241 EVERGREEN ROAD
WOODBURN, OR 97071

If the vehicle described hereon is a motor home the undersigned certifies that it is equipped with at least four of the following life support systems; cooking, refrigeration or ice box, self-contained toilet, heating and/or air conditioning, a potable water supply system including a faucet and sink, separate 110-115 volt electrical power supply and/or an LP gas supply, all of which meet the ANSI A119.2 standards.

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

FOREST RIVER, INC.

BY:

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

900 COUNTY ROAD 1

ELKHART, IN 46515

CITY-STATE

CG00447233

	Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than disclosed herein and warrant title to the vehicle. FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1	NAME OF PURCHASER(S) <u>Wasco County Code Compliance</u> ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER <u>Blaser Trailer Sales DA1878</u> By: <u>Janet Botten</u> NAME OF DEALERSHIP DEALER'S LICENSE NUMBER State of _____ County of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____ Notary Public USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 2	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ By: _____ NAME OF DEALERSHIP DEALER'S LICENSE NUMBER State of _____ County of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____ Notary Public USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 3	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ By: _____ NAME OF DEALERSHIP DEALER'S LICENSE NUMBER State of _____ County of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____ Notary Public USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 4	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ By: _____ NAME OF DEALERSHIP DEALER'S LICENSE NUMBER State of _____ County of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____ Notary Public USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
ODOMETER DISCLOSURE FOR RETAIL SALE	Federal Law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked, Odometer Reading _____ No Tenths. <input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. WARNING ODOMETER DISCREPANCY Signature(s) of Sellers(s) _____ Date of Statement _____ Date of sale _____ Printed Name(s) of Sellers(s) _____ Dealer's No. _____ Signature(s) of Purchaser(s) _____ Printed Name(s) of Purchaser(s) _____ Company Name (if Applicable) _____ Address of Purchaser(s) _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____ Notary Public State of _____ County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
LIENHOLDER	1st lien in favor of _____ whose address is _____ 2nd lien in favor of _____ whose address is _____



PLANNING DEPARTMENT

2705 East Second Street • The Dalles, OR 97058
p: [541] 506-2560 • f: [541] 506-2561 • www.co.wasco.or.us

Pioneering pathways to prosperity.

April 23, 2018

Jamie Jones
Natural Resource Specialist
Oregon DEQ Materials Management Program
400 E. Scenic Drive, Suite 307,
The Dalles, OR. 97058
(Sent by email to jamie.jones@state.or.us)

Subject: Extension Request for DEQ Materials Management Agreement #121-17

Dear Ms. Jones,

Wasco County formally requests an extension to DEQ Materials Management Grant Agreement 121-17. The reason for the extension is outlined in the attached Justification Form, but in short, we experienced some setbacks in fulfilling the objectives that are spelled out in our grant contract. These setbacks are:

- a) *An interruption in staff capacity. Our Code Compliance Officer resigned in September of 2017, leaving this project without staffing for six months.*
- b) *The selection process to hire a new Code Compliance Officer experienced delays, and was not able to start full time until April of 2018.*

The truck and trailer identified in the agreement were purchased in August, and one abatement event occurred in September – on our outgoing Code Compliance Officer's last day in the office. We wish to fulfill our original grant objectives as defined in our application. If granted this extension, we would like to extend the End Date to – December 31, 2018.

I very much appreciate the relationship that we have with DEQ, and look forward to a continued partnership that enhances the quality of life for the residents and visitors of our region.

If you have any questions, please don't hesitate to contact me by phone at 541-506-2566 or by email at angieb@co.wasco.or.us.

Gratefully,

Angie Brewer, AICP
Planning Director

JUSTIFICATION FORM
(For **Amendment** to Grant Agreements from DEQ)

Please print double sided. Justification must be fully signed before forwarding to Procurement Office. Allow Procurement 5 – 7 business days for assignment of your request.

1. DEQ Grant # 121-17 Amendment # _____
2. Grantee (Name of Other Party): Wasco County, Planning Department – Code Compliance Program.
3. DEQ Grant Administrator Name: Jamie Jones DEQ Grant Administrator Phone: (541) 298-7255 ext. 225
4. Type of Change: ☐ Amending amount ☒ Amending end date ☐ Amendment of work/language
5. Current Start Date: May 12, 2017 Current End Date: July 31, 2018 If Grant DATES EXTENDED: Dec. 31, 2018
6. Current Grant Amt: \$ N/A Amendment Amt: \$ N/A New Total Grant Amount: \$ N/A
7. Why is it necessary to amend / extend this Grant? **We are requesting an extension of the duration of this grant agreement for the following reasons:**
- a) We experienced interrupted staff capacity, due to our Code Compliance Officer resigning in September of 2017, to take a new position with another department outside of our county.
 - b) The selection process to hire a new Code Compliance Officer experienced delays, and was not able to start full time until April of 2018.
 - c) We wish to fulfill our original grant objectives as defined in our application.


8. Funding Information:

(a) Index: 85840 PCA: 30252 Project (if applicable): N30211

(b) If Grant is a federal pass through grant:

Federal Grant #: _____ Federal Grant Start Date: _____ Federal Grant End Date: _____

9. SIGNATURES:

- (Required) Program Manager Name: Angie Brewer and signature:  4/23/2018
Signature Date

- (Required) Funding Approval: _____
Budget Analyst Mark Brown, Financial Services Manager Date

Note: Budget approval of funding source / availability is preliminary. Final budget approval will be required of the Agreement as part of the standard Contract signature process.

- (Required if the cumulative Grant Agreement value will exceed \$150,000) CSD Administrator signature

Scott Brewen, CS Division Administrator Date

IMPORTANT – RE: House Bill 2375: IF, the initial Grant Agreement value exceeded \$150,000 and IF the DEQ Designated Procurement Officer (DPO) originally determined that the requirement to obtain the Directors Affirmation of the initial Grant Agreement applied then the Contract Administrator must obtain written approval from the DEQ Director BEFORE execution of the Amendment. For information about the process and required form please visit the Procurement Q-Net [Forms](#) page.



DISCUSSION ITEM

Broadband Letter of Support (Seeking Consensus)

[LETTER OF SUPPORT FOR TV WHITE SPACE BROADBAND](#)



BOARD OF COUNTY COMMISSIONERS

511 Washington St, Ste. 101 • The Dalles, OR 97058
p: [541] 506-2520 • f: [541] 506-2551 • www.co.wasco.or.us

Pioneering pathways to prosperity.

May 17, 2018

The Honorable Greg Walden
2185 Rayburn House Office Building
Washington, DC 20515

Dear Congressman Walden,

Forty percent of the citizens we represent live in rural Wasco County. Residents of these pioneer communities are working hard to create economic opportunities and improve their daily lives. In this age of the internet, our more rural constituents face slow or absent access to this valuable resource. We are excited about the possibility of providing quality internet access in rural areas through technology being developed to utilize TV white space bandwidth to address the digital divide between rural and urban areas. The support of our legislators is critical to the success of this project.

The availability of affordable and reliable broadband would be a boon for our families, businesses, schools, students and more. The technology also represents opportunity for area telecommunications companies as it will offer them another tool in the toolbox to bring high speed internet to their customer base.

Over the last ten years, the FCC has begun the process of advancing television white space technology by supporting its introduction and development. Now, as the technology has evolved, it is time for the FCC to finalize the permanent policies that will be necessary to ensure that White Space can be used at a commercial scale. In order for this technology to succeed, it will be important for the FCC to ensure that three channels below 700 MHz are available for wireless use on an unlicensed basis in every market in the country, with additional TV white spaces available in smaller markets and rural areas.

For a long time, rural areas have struggled with limited high-speed internet access and new technology can solve this problem in a meaningful way. We hope you will work with the FCC to ensure a new era of internet accessibility for rural areas across the United States.

Sincerely,
Wasco County Board of Commissioners

Steven D. Kramer, Chair

cc: Federal Communications Commission
445 12th Street, SW
Washington, DC 20554



DISCUSSION ITEM

Finance Report

[DIRECTOR'S REPORT](#)

[APRIL FINANCIALS](#)

Wasco County Financial Report – For April 2018

This report covers through April 2018. The information is unaudited at this point and is subject to adjustments. These reports are created with the intention of aiding management of the County financially but are not final. The current fiscal year has completed ten (10) months of the year which means a straight-line assumption of budget execution is 10/12 or 83.3%. This is just a guideline as many revenues and expenses are not uniform month to month.

Discussion of Revenue

General Fund

- Total Property Taxes are currently \$8,570,010 – this is \$316K more than last fiscal year at this time. The increase of budget execution over last year is 3.8%. Current budget execution is 96.4% for all tax types. Looking at Current Taxes only, budget execution is 100.4% so everything collected from now until the end of the fiscal year is over and above the budgeted expectation. Prior year taxes are not achieving the same execution rate and this is due to being over-estimated in the budget process. The amount is in line with last fiscal year's collections on a dollar basis (only \$1,467 less than last FY). Researching the patterns of receipts, this does not seem to be a cause for concern. Typically June is a large collection month for prior year taxes and then the year end accrual of receipts should push the amount up to projections. May through year end generated \$313K last fiscal year in receipts – similar results this fiscal year will put the collections pretty much on target.
- License Fees and Permits for non-departmental resources are now at 78.7% budget execution. There is a timing issue with a payment arriving and being recorded in May for \$102K which would put the License Fees and Permits at about 88% budget execution. This would still be below the amount for last fiscal year at this time, but last April had a large spike of revenue (over \$200K vs a typical month of under \$100K).
- Intergovernmental Revenue – Non-Single Audit is \$91K more than last fiscal year and at 107.7% of budget execution. This is due to the Marijuana tax distributions coming in. This has been \$166K by the end of April. It does not represent a normal pattern as amounts had built up for distribution. Other line items in this area are under due to timing of receipts.
- Investments Earnings are not \$57K more than last fiscal year and budget execution is 283.6%. The current interest rates are higher than years before and the County is benefitting from the slight rise in rates as well as investing giving an edge over prior fiscal years.
- Transfers to the General Fund are on track to complete on budget.
- Sheriff's Office revenue is at 79.5% budget execution and \$9K less than last fiscal year at this time. However, the budget execution higher than last fiscal year (79.5% to 64.0%) so the decrease is planned and expected. This would be due to grant differences between years. The revenues are not at the straight line percentage due to timing and the nature of the state funding received.
- District Attorney revenues are at 64.4% of budget execution and almost \$6K less than last fiscal year at this time. This is due primarily to the elimination of the Child Support Enforcement and

having the State take that over. This decreased expense and the reimbursement we receive for it. It is partially offset by additional VOCA funds not in the original plan.

- While Planning's budget execution is not up to the straight-line rate, due to the timing of receipts, the department is still \$11K ahead of last year and on track to meet or exceed the budget.

Public Works Fund

- Closing out the Week & Pest fund to Public Works remains the only transfer in.
- Interest earnings are less than last fiscal year, but this is due to moving \$2 million to the Public Works Reserve fund.
- Intergovernmental Non-Single Audit is only at 66.5% budget execution. This is due to the STP Fund Exchange revenue not coming in yet – and still has not as of May 10th. This is budgeted for \$267K.
- Weed & Pest revenue has held steady at 91% budget execution.

911 Communications

- Phone tax is at 51.1% budget execution. A January disbursement is normal, but did not happen this January, February, March or April. Finance is watching for a May disbursement which based on patterns should happen. It has not happened as of 5/10/18.

Community Corrections Fund

- Client Fees are \$28K more than last year as of the end of April – budget execution is 102.9% vs 85.8% last fiscal year.
- Grant revenue as a whole is \$124K ahead of last year as of the end of April with a budget execution of 103.0%.

Museum

- Current total revenues are \$14K less than last year (ignoring the beginning fund balance). But part of the revenue in FY17 was due to a one-time grant of \$35K. This means the Museum is currently \$21K ahead of last year when the grant is taken into consideration.
- Memberships are at a budget execution of 100.1% or \$3K more than last year at this time.
- Admissions are at a budget execution of 84.5% compared to 81.0% last year at this time. This is an increase over last year of nearly \$4K as of the end of April.
- Contributions are 164.8% of the budget execution – this is due to a large contribution from the Museum Foundation. This does have a restriction on the donation to be for Museum landscape work.

Reserve Funds

- Several reserve funds have revenues at +100% of budget execution. This is due to the full transfers for the fiscal year being moved instead of a slower monthly level amount.

- Interest revenue for reserve funds are all over the 100% budget execution rate. This is due to increasing balances and the increasing interest rates.

Other Funds

- Only item of note applies to all funds – interest across all funds is \$124K above the fully budgeted amount. It is at a current budget execution of 203.6% and growing. This is \$114K more than last year at this time.
- Nothing significant that has not already been reported.

Discussion of Expense

General Fund

- Most expenses are within the straight-line spending expectation (83.3%)
- Norcor has a budget execution of 91.17% - this is due to the May payment being paid at the end of April – putting the County a month ahead. This is done to try and get the payment to Norcor as close to the 1st of the month as possible.
- Non-departmental expenditures are at 98.7% budget execution due to nearly all the scheduled transfers begin completed.

Public Works Fund

- Public Works Materials & Services are at 72.7% of budget execution – last fiscal year was 65.5% at the same time. The rate is still within the expected straight-line budget execution.
- Public Works does have \$175K budgeted in capital with the expectation of purchasing a dump truck. That does not look to be happening this year due to the market pricing. This means there is \$175K that does not plan on being spent. This was already reported in the February report.

County Fair Fund

- Total revenues to date do exceed the expenses at this point by \$10K.
- A review of the electrical charges is underway with the Fair Board and Wasco Electric. This was discussed last month and is in regards to 11 meters on separate accounts each paying a minimum of \$50 base charge. This is \$6,600 per month before any electricity is used.
- Additionally, nothing has been budgeted for telephone, but it has \$1K in expenses to date.
- The expense for the Fair Advertising has a budget execution of 189.7% or about \$7K over budget. This was due to miscommunications with The Chronical and full page ads being ordered instead of the smaller ads normally used.

All Other Funds

- Transfers have been completed and this has thrown off the budget execution rate in the reserve in several funds overall.
- Nothing else to note.

Summary

Overall personnel expense is \$375K more than last fiscal year when looked at across all funds. The General Fund increased \$246K. The rate is well within budgeted amounts as the overall budget execution is 80.2%, well under the straight-line assumption. The only funds above the budget expectation are Household Hazardous Waste (94.7% Execution), Land Corner Preservation Fund (87.7%), Youth Think (85.4%) and Museum (85.3%). This will not be a problem due to being budgeted by Fund-Department and each of these funds is only one department so the total budget execution (considering Materials & Services) is respectively 65.4%, 77.8%, 60.3% and 56.4%. Due to responsible management of the total expenditures in each fund, a budget change should not be necessary.

Materials & Services across all funds are at a budget execution of 74.4% overall – well under the straight-line assumption of 83.3%. Costs across the board at this point are \$21K more than last year at this point in time.

Capital outlay is \$309K more than last fiscal year at this point. Current Capital Outlay major items are the new building (\$274K), and paying for the new 911 Consoles (\$310) and Vehicle purchases (\$205K). CDBG has expended \$59K by the end of April for the Center for Living building.

Transfers across the organization balance – transfers in equal transfers out. 95.9% of the transfers budgeted have been executed. The remaining transfers are on pace to be completed except the \$75K from the Forest Health Fund. This transfer only occurs if there are reimbursable expenses incurred. So far there have been none.



Wasco County Monthly Report

General Fund Revenue - April 2018

Filters

Fd	101
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
GENERAL FUND							
NON-DEPARTMENTAL RESOURCES-R							
GENERAL FUND RESOURCES-R							
PROPERTY TAXES-R							
CURRENT TAXES	8,350,000	8,385,568	8,067,685	100.4%	98.9%	3.9%	317,882.35
PRIOR YEARS TAXES	510,966	184,442	185,909	36.1%	42.6%	-0.8%	(1,466.59)
PILT	30,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
PROPERTY TAXES-R Total	8,890,966	8,570,010	8,253,594	96.4%	96.0%	3.8%	316,415.76
LICENSES FEES & PERMITS-R	985,548	775,262	974,677	78.7%	111.2%	-20.5%	(199,414.69)
INTERGOV'T REV - NON SINGLE AUDIT-R	516,850	556,611	465,497	107.7%	88.1%	19.6%	91,113.85
INTERGOV'T REV - SINGLE AUDIT-R							
TAYLOR GRAZING FUNDS - #15.227							
-	3,200	-	3,916	0.0%	122.4%	-100.0%	(3,915.93)
TAYLOR GRAZING FUNDS - #15.227 Total	3,200	-	3,916	0.0%	122.4%	-100.0%	(3,915.93)
INTERGOV'T REV - SINGLE AUDIT-R Total	3,200	-	3,916	0.0%	122.4%	-100.0%	(3,915.93)
INVESTMENT EARNINGS-R	40,200	114,012	56,720	283.6%	176.2%	101.0%	57,291.55
RENTS-R	10,135	10,333	1,344	102.0%	100.7%	669.0%	8,989.62
MISCELLANEOUS-R	141,501	193,745	136,224	136.9%	101.4%	42.2%	57,521.52
TRANSFERS IN-R	664,300	504,976	1,173,235	76.0%	75.8%	-57.0%	(668,258.81)
GENERAL FUND RESOURCES-R Total	11,252,700	10,724,950	11,065,207	95.3%	94.4%	-3.1%	(340,257.13)
NON-DEPARTMENTAL RESOURCES-R Total	11,252,700	10,724,950	11,065,207	95.3%	94.4%	-3.1%	(340,257.13)
ASSESSMENT & TAXATION-R	20,800	30,774	28,410	147.9%	161.9%	8.3%	2,364.01
COUNTY CLERK-R							
COUNTY CLERK-R	125,850	135,209	135,269	107.4%	107.7%	0.0%	(60.25)
ELECTIONS-R	8,350	2,739	4,518	32.8%	49.7%	-39.4%	(1,778.78)



Wasco County Monthly Report

General Fund Revenue - April 2018

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
COUNTY CLERK-R Total	134,200	137,948	139,787	102.8%	103.8%	-1.3%	(1,839.03)
SHERIFF-R							
EMERGENCY MANAGEMENT-R	58,965	43,803	66,913	74.3%	60.6%	-34.5%	(23,110.30)
MARINE PATROL-R	55,828	56,315	26,246	100.9%	50.3%	114.6%	30,068.72
LAW ENFORCEMENT-R	232,510	176,111	192,191	75.7%	67.8%	-8.4%	(16,080.19)
SHERIFF-R Total	347,303	276,229	285,350	79.5%	64.0%	-3.2%	(9,121.77)
ADMINISTRATIVE SERVICES-R							
INFORMATION TECHNOLOGY-R	107,250	104,593	90,432	97.5%	85.1%	15.7%	14,161.06
EMPLOYEE & ADMINISTRATIVE SERVICES-R	3,650	5,195	9,937	142.3%	375.0%	-47.7%	(4,742.12)
FACILITIES-R	243,349	212,044	186,356	87.1%	64.4%	13.8%	25,688.78
ADMINISTRATIVE SERVICES-R Total	354,249	321,832	286,724	90.8%	72.0%	12.2%	35,107.72
ADMINISTRATION-R	279,850	246,329	265,531	88.0%	90.2%	-7.2%	(19,202.24)
DISTRICT ATTORNEY-R	229,943	141,105	146,971	61.4%	84.3%	-4.0%	(5,866.70)
PLANNING-R	192,272	144,753	133,499	75.3%	91.3%	8.4%	11,254.20
PUBLIC WORKS-R							
SURVEYOR-R	12,200	14,185	22,160	116.3%	156.1%	-36.0%	(7,975.00)
WATERMASTER-R	1,865	1,865	1,865	100.0%	100.0%	0.0%	-
PUBLIC WORKS-R Total	14,065	16,050	24,025	114.1%	149.5%	-33.2%	(7,975.00)
PREVENTION DIVISION-R	42,300	49,300	65,971	116.5%	152.4%	-25.3%	(16,670.86)
GENERAL FUND Total	12,867,682	12,089,269	12,441,476	94.0%	92.9%	-2.8%	(352,206.80)
Revenue Total	12,867,682	12,089,269	12,441,476	94.0%	92.9%	-2.8%	(352,206.80)



Wasco County Monthly Report

General Fund - Expenditures - April 2018

Filters

Fd	101
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense							
GENERAL FUND							
ASSESSMENT & TAXATION-E	764,985	625,885	598,985	81.8%	70.2%	4.5%	26,900.11
COUNTY CLERK-E							
COUNTY CLERK-E	219,022	186,975	180,565	85.4%	79.4%	3.5%	6,409.79
ELECTIONS-E	102,999	64,245	93,900	62.4%	79.9%	-31.6%	(29,655.60)
COUNTY CLERK-E Total	322,021	251,219	274,465	78.0%	79.6%	-8.5%	(23,245.81)
SHERIFF-E							
EMERGENCY MANAGEMENT-E	137,115	73,434	110,957	53.6%	79.3%	-33.8%	(37,523.64)
MARINE PATROL-E	56,694	32,677	34,767	57.6%	69.0%	-6.0%	(2,090.88)
LAW ENFORCEMENT-E	2,190,964	1,747,403	1,669,588	79.8%	77.9%	4.7%	77,815.68
SHERIFF-E Total	2,384,773	1,853,513	1,815,312	77.7%	77.8%	2.1%	38,201.16
ADMINISTRATIVE SERVICES-E							
INFORMATION TECHNOLOGY-E	998,708	709,729	690,528	71.1%	73.4%	2.8%	19,201.45
COUNTY COMMISSION-E	206,989	172,472	162,465	83.3%	82.0%	6.2%	10,006.70
EMPLOYEE & ADMINISTRATIVE SERVICES-E	892,779	689,551	660,366	77.2%	73.0%	4.4%	29,185.37
FACILITIES-E	914,088	527,667	584,859	57.7%	61.4%	-9.8%	(57,192.56)
ADMINISTRATIVE SERVICES-E Total	3,012,564	2,099,419	2,098,218	69.7%	70.0%	0.1%	1,200.96
ADMINISTRATION-E							
ADMINISTRATION-E	715,800	503,495	504,817	70.3%	56.1%	-0.3%	(1,322.37)
PASS-THROUGH GRANTS-E	171,885	137,257	160,659	79.9%	86.3%	-14.6%	(23,401.38)
NORCOR-E	1,469,748	1,339,067	1,771,567	91.1%	91.1%	-24.4%	(432,499.47)
VETERANS-E	152,070	116,956	119,114	76.9%	82.0%	-1.8%	(2,157.73)
SPECIAL PAYMENTS-E	433,685	356,434	339,345	82.2%	83.3%	5.0%	17,088.70
ADMINISTRATION-E Total	2,943,188	2,453,209	2,895,501	83.4%	80.8%	-15.3%	(442,292.25)
DISTRICT ATTORNEY-E	700,904	510,346	481,275	72.8%	83.4%	6.0%	29,071.22
PLANNING-E	752,362	539,405	558,911	71.7%	73.6%	-3.5%	(19,506.42)
PUBLIC WORKS-E	50,242	36,867	60,416	73.4%	89.4%	-39.0%	(23,548.73)



Wasco County Monthly Report

General Fund - Expenditures - April 2018

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
PREVENTION DIVISION-E	618,723	507,792	458,207	82.1%	85.8%	10.8%	49,584.83
NON-DEPARTMENTAL EXPENDITURES-E							
GENERAL FUND EXPENDITURES-E							
TRANSFERS OUT-E							
TRANSFER TO 911 COMMUNICATIONS FUND	183,987	153,323	200,968	83.3%	77.0%	-23.7%	(47,645.80)
TRANSFER TO CAP ACQUISITION FUND	700,000	700,000	750,000	100.0%	83.3%	-6.7%	(50,000.00)
TRANSFER TO COUNTY FAIR FUND	29,000	29,000	24,167	100.0%	83.3%	20.0%	4,833.30
TRANSFER TO FACILITIES CAPITAL REPLACEME	700,000	700,000	750,000	100.0%	83.3%	-6.7%	(50,000.00)
TRANSFER TO OPERATING RESERVE	700,000	700,000	666,667	100.0%	83.3%	5.0%	33,333.30
TRANSFERS TO MUSEUM FUND	17,500	17,500	14,583	100.0%	83.3%	20.0%	2,916.70
TRANSFERS OUT-E Total	2,330,487	2,299,823	2,406,385	98.7%	82.8%	-4.4%	(106,562.50)
GENERAL FUND EXPENDITURES-E Total	2,330,487	2,299,823	2,406,385	98.7%	82.8%	-4.4%	(106,562.50)
NON-DEPARTMENTAL EXPENDITURES-E Total	2,330,487	2,299,823	2,406,385	98.7%	82.8%	-4.4%	(106,562.50)
GENERAL FUND Total	13,880,249	11,177,478	11,647,676	80.5%	77.9%	-4.0%	(470,197.43)
Expense Total	13,880,249	11,177,478	11,647,676	80.5%	77.9%	-4.0%	(470,197.43)



Wasco County Monthly Report

Public Works - Revenue Expense - April 2018

Filters

Fd	202
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
Revenue							
PUBLIC WORKS FUND							
NON-DEPARTMENTAL RESOURCES-R							
PUBLIC WORKS RESOURCES-R							
INVESTMENT EARNINGS-R	35,000	24,471	39,035	69.9%	165.4%	-37.3%	(14,564.52)
TRANSFERS IN-R	220,495	194,658	-	88.3%	#DIV/0!	#DIV/0!	194,657.55
INTERNAL SERVICES-R	3,180	2,650	2,650	83.3%	83.3%	0.0%	-
PUBLIC WORKS RESOURCES-R Total	258,675	221,778	41,685	85.7%	155.7%	432.0%	180,093.03
NON-DEPARTMENTAL RESOURCES-R Total	258,675	221,778	41,685	85.7%	155.7%	432.0%	180,093.03
PUBLIC WORKS-R							
PUBLIC WORKS-R							
LICENSES FEES & PERMITS-R	8,500	10,912	8,719	128.4%	87.2%	25.2%	2,193.00
INTERGOV'T REV - NON SINGLE AUDIT-R							
MOTOR VEHICLE FUNDS	1,975,000	1,470,745	1,419,555	74.5%	67.6%	3.6%	51,190.26
STATE GRANT/REIMBURSEMENT	50,000	54,240	13,390	108.5%	44.6%	305.1%	40,850.00
STP FUND EXCHANGE	266,519	-	338,081	0.0%	140.9%	-100.0%	(338,080.86)
INTERGOV'T REV - NON SINGLE AUDIT-R Total	2,291,519	1,524,985	1,771,026	66.5%	74.7%	-13.9%	(246,040.60)
INTERGOV'T REV - SINGLE AUDIT-R	122,768	122,782	114,817	100.0%	114.6%	6.9%	7,965.47
MISCELLANEOUS-R	1,000	13,242	22,417	1324.2%	2241.7%	-40.9%	(9,174.79)
SALE OF FIXED ASSETS-R	10,000	401	908	4.0%	9.1%	-55.8%	(506.25)
CHARGES FOR SERVICES-R	160,000	176,861	143,198	110.5%	73.1%	23.5%	33,663.43
PUBLIC WORKS-R Total	2,593,787	1,849,184	2,061,084	71.3%	76.7%	-10.3%	(211,899.74)
WEED & PEST-R							
CHARGES FOR SERVICES-R	220,000	200,104	-	91.0%	#DIV/0!	#DIV/0!	200,103.97
WEED & PEST-R Total	220,000	200,104	-	91.0%	#DIV/0!	#DIV/0!	200,103.97
PUBLIC WORKS-R Total	2,813,787	2,049,288	2,061,084	72.8%	76.7%	-0.6%	(11,795.77)



Wasco County Monthly Report

Public Works - Revenue Expense - April 2018

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
PUBLIC WORKS FUND Total	3,072,462	2,271,066	2,102,769	73.9%	77.4%	8.0%	168,297.26
Revenue Total	3,072,462	2,271,066	2,102,769	73.9%	77.4%	8.0%	168,297.26
Expense							
PUBLIC WORKS FUND							
PUBLIC WORKS-E							
PUBLIC WORKS-E							
PERSONAL SERVICES-E	1,873,929	1,410,481	1,336,190	75.3%	82.2%	5.6%	74,290.93
MATERIALS & SERVICES-E	1,247,740	906,842	872,746	72.7%	65.5%	3.9%	34,095.95
CAPITAL OUTLAY-E	235,000	7,659	-	3.3%	0.0%	#DIV/0!	7,659.00
PUBLIC WORKS-E Total	3,356,669	2,324,982	2,208,936	69.3%	69.3%	5.3%	116,045.88
WEED & PEST-E							
PERSONAL SERVICES-E	98,236	87,035	-	88.6%	#DIV/0!	#DIV/0!	87,034.87
MATERIALS & SERVICES-E	158,400	104,808	-	66.2%	#DIV/0!	#DIV/0!	104,808.19
CAPITAL OUTLAY-E	25,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
WEED & PEST-E Total	281,636	191,843	-	68.1%	#DIV/0!	#DIV/0!	191,843.06
PUBLIC WORKS-E Total	3,638,305	2,516,825	2,208,936	69.2%	69.3%	13.9%	307,888.94
NON-DEPARTMENTAL EXPENDITURES-E							
PUBLIC WORKS EXPENDITURES-E	2,000,000	2,000,000	-	100.0%	#DIV/0!	#DIV/0!	2,000,000.00
NON-DEPARTMENTAL EXPENDITURES-E Total	2,000,000	2,000,000	-	100.0%	#DIV/0!	#DIV/0!	2,000,000.00
PUBLIC WORKS FUND Total	5,638,305	4,516,825	2,208,936	80.1%	69.3%	104.5%	2,307,888.94
Expense Total	5,638,305	4,516,825	2,208,936	80.1%	69.3%	104.5%	2,307,888.94



Wasco County Monthly Report

All Funds Revenue Expense Summary - April 2018

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
911 COMMUNICATIONS FUND	1,104,948	733,879	861,381	66.4%	86.6%	-14.8%	(127,502.40)
911 EQUIPMENT RESERVE	1,500	1,615	1,786	107.7%	148.8%	-9.6%	(170.99)
CDBG GRANT FUND	5,243,672	19,307	235,344	0.4%	4.3%	-91.8%	(216,036.76)
CLERK RECORDS FUND	7,475	8,382	8,453	112.1%	113.8%	-0.8%	(70.60)
COMMUNITY CORRECTIONS FUND	1,604,324	1,660,130	1,504,391	103.5%	99.9%	10.4%	155,739.49
COUNTY FAIR FUND	202,150	182,240	182,043	90.2%	107.4%	0.1%	196.90
COUNTY SCHOOL FUND	287,200	110,839	102,461	38.6%	36.6%	8.2%	8,377.92
COURT FACILITIES SECURITY FUND	27,600	24,485	22,334	88.7%	579.3%	9.6%	2,151.70
DISTRICT ATTORNEY	4,100	4,040	4,551	98.5%	175.0%	-11.2%	(511.67)
FACILITY CAPITAL RESERVE	714,000	729,976	765,906	102.2%	84.0%	-4.7%	(35,929.19)
FOREST HEALTH PROGRAM FUND	380	2,519	1,122	662.9%	295.2%	124.6%	1,397.38
GENERAL FUND	12,867,682	12,089,269	12,441,476	94.0%	92.9%	-2.8%	(352,206.80)
GENERAL OPERATING RESERVE	714,000	731,291	684,250	102.4%	84.3%	6.9%	47,041.20
HOUSEHOLD HAZARDOUS WASTE FUND	327,300	322,462	266,899	98.5%	80.6%	20.8%	55,562.85
KRAMER FIELD FUND	165	305	246	185.0%	149.1%	24.1%	59.21
LAND CORNER PRESERVATION FUND	34,500	28,152	28,060	81.6%	86.4%	0.3%	91.45
LAW LIBRARY FUND	30,700	25,335	26,612	82.5%	103.5%	-4.8%	(1,276.62)
MUSEUM	92,700	80,140	94,414	86.5%	83.9%	-15.1%	(14,273.19)
PARKS FUND	82,575	61,145	66,517	74.0%	94.5%	-8.1%	(5,371.65)
PUBLIC WORKS FUND	3,072,462	2,271,066	2,102,769	73.9%	77.4%	8.0%	168,297.26
ROAD RESERVE FUND	2,017,000	2,042,146	20,950	101.2%	139.7%	9647.5%	2,021,195.27
SPECIAL ECON DEV PAYMENTS FUND	1,242,200	1,159,671	1,149,610	93.4%	92.6%	0.9%	10,060.51
WEED & PEST CONTROL FUND	-	8	194,841	#DIV/0!	91.0%	-100.0%	(194,833.11)
YOUTH THINK FUND	160,963	114,272	111,907	71.0%	75.8%	2.1%	2,364.78
CAPITAL ACQUISITIONS FUND	715,000	728,287	767,858	101.9%	84.1%	-5.2%	(39,571.05)



Wasco County Monthly Report

All Funds Revenue Expense Summary - April 2018

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue Total	30,554,596	23,130,961	21,646,180	75.7%	73.7%	6.9%	1,484,781.89
Expense							
911 COMMUNICATIONS FUND	1,054,325	839,816	819,966	79.7%	82.0%	2.4%	19,850.41
911 EQUIPMENT RESERVE	303,837	243,407	-	80.1%	0.0%	#DIV/0!	243,407.00
CDBG GRANT FUND	5,365,122	59,178	202,425	1.1%	3.7%	-70.8%	(143,247.49)
CLERK RECORDS FUND	18,500	3,129	4,104	16.9%	8.1%	-23.7%	(974.21)
COMMUNITY CORRECTIONS FUND	1,813,324	1,542,556	1,051,626	85.1%	55.4%	46.7%	490,929.78
COUNTY FAIR FUND	187,313	172,020	183,274	91.8%	81.9%	-6.1%	(11,254.45)
COUNTY SCHOOL FUND	312,550	-	89,730	0.0%	30.9%	-100.0%	(89,730.03)
COURT FACILITIES SECURITY FUND	43,000	2,482	-	5.8%	0.0%	#DIV/0!	2,482.22
DISTRICT ATTORNEY	17,400	7,170	6,287	41.2%	29.5%	14.0%	883.10
FACILITY CAPITAL RESERVE	3,429,005	-	20,833	0.0%	0.8%	-100.0%	(20,833.30)
FOREST HEALTH PROGRAM FUND	75,000	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL FUND	13,880,249	11,177,478	11,647,676	80.5%	77.9%	-4.0%	(470,197.43)
GENERAL OPERATING RESERVE	3,607,552	128,635	-	3.6%	0.0%	#DIV/0!	128,635.00
HOUSEHOLD HAZARDOUS WASTE FUND	356,801	233,488	232,293	65.4%	58.4%	0.5%	1,194.53
KRAMER FIELD FUND	33,434	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	23,421	18,221	49,143	77.8%	70.7%	-62.9%	(30,921.55)
LAW LIBRARY FUND	46,984	18,797	17,638	40.0%	36.7%	6.6%	1,158.71
MUSEUM	106,230	59,942	60,903	56.4%	22.1%	-1.6%	(961.06)
PARKS FUND	74,562	50,831	36,317	68.2%	42.6%	40.0%	14,513.55
PUBLIC WORKS FUND	5,638,305	4,516,825	2,208,936	80.1%	69.3%	104.5%	2,307,888.94
ROAD RESERVE FUND	4,850,437	-	-	0.0%	0.0%	#DIV/0!	-
SPECIAL ECON DEV PAYMENTS FUND	1,306,283	1,196,818	1,724,182	91.6%	80.9%	-30.6%	(527,364.09)
WEED & PEST CONTROL FUND	220,495	195,184	177,770	88.5%	70.4%	9.8%	17,414.03
YOUTH THINK FUND	163,659	98,647	114,125	60.3%	54.4%	-13.6%	(15,477.52)
CAPITAL ACQUISITIONS FUND	3,709,600	273,838	-	7.4%	0.0%	#DIV/0!	273,838.00
Expense Total	46,637,388	20,838,462	18,647,228	44.7%	44.2%	11.8%	2,191,234.14



Wasco County Monthly Report

Personnel - All Funds - April 2018

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual	Prior Year Actual	Current	Prior Year	Year to	Current Year - Prior Year
		YTD	YTD	Budget Executed	Budget Executed	Year % Change	
Expense							
GENERAL FUND							
ASSESSMENT & TAXATION-E	674,206	561,112	539,771	83.2%	70.5%	4.0%	21,341.40
COUNTY CLERK-E	266,274	226,493	222,507	85.1%	80.0%	1.8%	3,985.89
SHERIFF-E	2,074,603	1,672,456	1,590,585	80.6%	79.7%	5.1%	81,871.25
ADMINISTRATIVE SERVICES-E	1,693,128	1,423,548	1,313,108	84.1%	77.5%	8.4%	110,439.76
ADMINISTRATION-E	136,294	107,527	108,412	78.9%	71.2%	-0.8%	(885.21)
DISTRICT ATTORNEY-E	605,092	438,940	427,604	72.5%	82.5%	2.7%	11,335.71
PLANNING-E	681,466	518,255	521,374	76.0%	73.3%	-0.6%	(3,119.08)
PUBLIC WORKS-E	38,327	30,247	54,830	78.9%	96.7%	-44.8%	(24,582.39)
PREVENTION DIVISION-E	580,443	482,080	436,728	83.1%	87.0%	10.4%	45,352.62
GENERAL FUND Total	6,749,833	5,460,658	5,214,918	80.9%	78.1%	4.7%	245,739.95
PUBLIC WORKS FUND	1,972,165	1,497,516	1,336,190	75.9%	82.2%	12.1%	161,325.80
911 COMMUNICATIONS FUND	856,332	699,360	690,000	81.7%	83.6%	1.4%	9,360.07
COMMUNITY CORRECTIONS FUND	727,984	585,111	530,599	80.4%	78.5%	10.3%	54,511.97
COUNTY FAIR FUND	21,362	17,489	18,104	81.9%	41.0%	-3.4%	(615.27)
HOUSEHOLD HAZARDOUS WASTE FUND	92,176	87,316	86,609	94.7%	73.7%	0.8%	707.50
LAND CORNER PRESERVATION FUND	17,920	15,721	46,160	87.7%	82.4%	-65.9%	(30,438.25)
MUSEUM	34,428	29,359	23,854	85.3%	53.4%	23.1%	5,504.99
PARKS FUND	26,111	21,459	12,069	82.2%	33.2%	77.8%	9,389.70
WEED & PEST CONTROL FUND	-	-	84,819	#DIV/0!	90.6%	-100.0%	(84,819.08)
YOUTH THINK FUND	78,616	67,121	63,073	85.4%	85.3%	6.4%	4,047.92
Expense Total	10,576,927	8,481,111	8,106,396	80.2%	79.0%	4.6%	374,715.30



Wasco County Monthly Report

Materials and Services All Funds - April 2018

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Expense							
GENERAL FUND	4,185,543	3,273,176	3,645,254	78.2%	76.4%	-10.2%	(372,077.58)
PUBLIC WORKS FUND	1,406,140	1,011,650	872,746	71.9%	65.5%	15.9%	138,904.14
911 COMMUNICATIONS FUND	197,993	140,456	129,966	70.9%	74.3%	8.1%	10,490.34
CLERK RECORDS FUND	13,500	3,129	4,104	23.2%	13.3%	-23.7%	(974.21)
COMMUNITY CORRECTIONS FUND	1,000,340	872,445	211,918	87.2%	24.8%	311.7%	660,527.81
COUNTY FAIR FUND	165,950	154,531	165,170	93.1%	92.0%	-6.4%	(10,639.18)
COUNTY SCHOOL FUND	312,550	-	89,730	0.0%	30.9%	-100.0%	(89,730.03)
COURT FACILITIES SECURITY FUND	43,000	2,482	-	5.8%	0.0%	#DIV/0!	2,482.22
DISTRICT ATTORNEY	15,600	5,370	4,787	34.4%	24.5%	12.2%	583.10
FOREST HEALTH PROGRAM FUND	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	253,125	135,171	145,684	53.4%	57.9%	-7.2%	(10,512.97)
KRAMER FIELD FUND	33,434	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	3,000	-	900	0.0%	30.0%	-100.0%	(900.00)
LAW LIBRARY FUND	46,984	18,797	10,971	40.0%	27.4%	71.3%	7,825.41
MUSEUM	71,800	28,083	36,668	39.1%	58.5%	-23.4%	(8,585.39)
PARKS FUND	48,450	29,372	24,248	60.6%	49.6%	21.1%	5,123.85
SPECIAL ECON DEV PAYMENTS FUND	716,283	691,141	891,140	96.5%	78.8%	-22.4%	(199,998.55)
WEED & PEST CONTROL FUND	-	526	92,951	#DIV/0!	58.6%	-99.4%	(92,424.44)
YOUTH THINK FUND	85,043	31,526	51,052	37.1%	37.6%	-38.2%	(19,525.44)
Expense Total	8,598,735	6,397,857	6,377,288	74.4%	66.7%	0.3%	20,569.08



Wasco County Monthly Report

Capital All Funds - April 2018

Filters

Fd	(Multiple Items)
Cat	53000

Data

Account	Current Budget	Current Actual	Prior Year Actual	Current	Prior Year	Year to Year % Change	Current Year - Prior Year
		YTD	YTD	Budget Executed	Budget Executed		
Expense							
GENERAL FUND							
COUNTY CLERK-E	1	-	-	0.0%	#DIV/0!	#DIV/0!	-
SHERIFF-E	52,185	-	56,404	0.0%	76.4%	-100.0%	(56,403.61)
ADMINISTRATIVE SERVICES-E	406,750	23,500	210,593	5.8%	50.6%	-88.8%	(187,092.68)
ADMINISTRATION-E	155,450	120,321	110,344	77.4%	99.9%	9.0%	9,977.48
DISTRICT ATTORNEY-E	-	-	3,778	#DIV/0!	#DIV/0!	-100.0%	(3,778.49)
GENERAL FUND Total	614,386	143,821	381,119	23.4%	63.4%	-62.3%	(237,297.30)
PUBLIC WORKS FUND	260,000	7,659	-	2.9%	0.0%	#DIV/0!	7,659.00
COUNTY FAIR FUND	1	-	-	0.0%	#DIV/0!	#DIV/0!	-
LAND CORNER PRESERVATION FUND	1	-	-	0.0%	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	11,500	11,000	-	95.7%	0.0%	#DIV/0!	11,000.00
MUSEUM	2	2,500	381	125000.0%	0.2%	556.8%	2,119.34
PARKS FUND	1	-	-	0.0%	#DIV/0!	#DIV/0!	-
COMMUNITY CORRECTIONS FUND	85,000	85,000	-	100.0%	#DIV/0!	#DIV/0!	85,000.00
CLERK RECORDS FUND	5,000	-	-	0.0%	0.0%	#DIV/0!	-
ROAD RESERVE FUND	4,850,437	-	-	0.0%	0.0%	#DIV/0!	-
CAPITAL ACQUISITIONS FUND	3,709,600	273,838	-	7.4%	0.0%	#DIV/0!	273,838.00
911 EQUIPMENT RESERVE	241,795	181,365	-	75.0%	0.0%	#DIV/0!	181,365.00
FACILITY CAPITAL RESERVE	3,429,005	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL OPERATING RESERVE	3,607,552	128,635	-	3.6%	0.0%	#DIV/0!	128,635.00
CDBG GRANT FUND	5,365,122	59,178	202,425	1.1%	3.7%	-70.8%	(143,247.49)
Expense Total	22,179,402	892,996	583,925	4.0%	3.3%	52.9%	309,071.55

Wasco County Monthly Report

Transfers All Funds - April 2018

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Transfer In							
911 COMMUNICATIONS FUND	246,029	215,365	200,968	87.5%	83.3%	7.2%	14,396.20
COUNTY FAIR FUND	29,000	29,000	24,167	100.0%	83.3%	20.0%	4,833.30
FACILITY CAPITAL RESERVE	700,000	700,000	750,000	100.0%	83.3%	-6.7%	(50,000.00)
GENERAL FUND	664,300	504,976	1,173,235	76.0%	75.8%	-57.0%	(668,258.81)
GENERAL OPERATING RESERVE	700,000	700,000	666,667	100.0%	83.3%	5.0%	33,333.30
MUSEUM	22,500	22,500	14,583	100.0%	83.3%	54.3%	7,916.70
PUBLIC WORKS FUND	220,495	194,658	-	88.3%	#DIV/0!	#DIV/0!	194,657.55
ROAD RESERVE FUND	2,000,000	2,000,000	-	100.0%	#DIV/0!	#DIV/0!	2,000,000.00
CAPITAL ACQUISITIONS FUND	700,000	700,000	750,000	100.0%	83.3%	-6.7%	(50,000.00)
Transfer In Total	5,282,324	5,066,498	3,579,620	95.9%	80.7%	41.5%	1,486,878.24
Transfer Out							
911 EQUIPMENT RESERVE							
NON-DEPARTMENTAL EXPENDITURES-E	62,042	62,042	-	100.0%	#DIV/0!	#DIV/0!	62,042.00
911 EQUIPMENT RESERVE Total	62,042	62,042	-	100.0%	#DIV/0!	#DIV/0!	62,042.00
COMMUNITY CORRECTIONS FUND	-	-	309,110	#DIV/0!	83.3%	-100.0%	(309,110.00)
DISTRICT ATTORNEY	1,800	1,800	1,500	100.0%	83.3%	20.0%	300.00
FACILITY CAPITAL RESERVE	-	-	20,833	#DIV/0!	23.0%	-100.0%	(20,833.30)
FOREST HEALTH PROGRAM FUND	75,000	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL FUND	2,330,487	2,299,823	2,406,385	98.7%	82.8%	-4.4%	(106,562.50)
LAND CORNER PRESERVATION FUND	2,500	2,500	2,083	100.0%	83.3%	20.0%	416.70
LAW LIBRARY FUND	-	-	6,667	#DIV/0!	83.3%	-100.0%	(6,666.70)
PUBLIC WORKS FUND	2,000,000	2,000,000	-	100.0%	#DIV/0!	#DIV/0!	2,000,000.00
SPECIAL ECON DEV PAYMENTS FUND	590,000	505,676	833,042	85.7%	83.3%	-39.3%	(327,365.54)
WEED & PEST CONTROL FUND	220,495	194,658	-	88.3%	#DIV/0!	#DIV/0!	194,657.55
Transfer Out Total	5,282,324	5,066,498	3,579,620	95.9%	80.3%	41.5%	1,486,878.21



Wasco County Monthly Report Reserve Funds - April 2018

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
Revenue							
FACILITY CAPITAL RESERVE	714,000	729,976	765,906	102.2%	84.0%	-4.7%	(35,929.19)
GENERAL OPERATING RESERVE	714,000	731,291	684,250	102.4%	84.3%	6.9%	47,041.20
ROAD RESERVE FUND	2,017,000	2,042,146	20,950	101.2%	139.7%	9647.5%	2,021,195.27
CAPITAL ACQUISITIONS FUND	715,000	728,287	767,858	101.9%	84.1%	-5.2%	(39,571.05)
Revenue Total	4,160,000	4,231,700	2,238,964	101.7%	84.4%	89.0%	1,992,736.23
Expense							
FACILITY CAPITAL RESERVE	3,429,005	-	20,833	0.0%	0.8%	-100.0%	(20,833.30)
GENERAL OPERATING RESERVE	3,607,552	128,635	-	3.6%	0.0%	#DIV/0!	128,635.00
ROAD RESERVE FUND	4,850,437	-	-	0.0%	0.0%	#DIV/0!	-
CAPITAL ACQUISITIONS FUND	3,709,600	273,838	-	7.4%	0.0%	#DIV/0!	273,838.00
Expense Total	15,596,594	402,473	20,833	2.6%	0.2%	1831.9%	381,639.70



Wasco County Monthly Report

Investment/Interest All Funds - April 2018

Filters

Fd	(Multiple Items)
Cat	417

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year	Prior Year	Year to	Current Year - Prior Year
				Budget Executed	Budget Executed	Year % Change	
Revenue							
INTEREST EARNED	149,420	304,252	190,448	203.6%	160.2%	59.8%	113,804.11
LID INTEREST	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
UNSEG TAX INTEREST EARNED	200	42	4,368	21.0%	2184.0%	-99.0%	(4,325.89)
Revenue Total	149,620	304,294	194,816	203.4%	163.4%	56.2%	109,478.22



DISCUSSION ITEM

VOCA Grant Agreement

[STAFF MEMO](#)

[VOCA SST 2018 GRANT AGREEMENT](#)

[MOTION LANGUAGE](#)

MEMORANDUM

TO: Board of County Commissioners

FROM: Judy Urness
Wasco County Victim Services

DATE: May 7, 2018

RE: VOCA SST Grant Agreement

VOCA SST (Victim of Crime Act Support Services and Training) - This grant is available January 1, 2018 to September 30, 2019. This is a reimbursement grant that funds support services and training (SST). \$5,490 is available for attorney fees for victims that our office refers to local attorneys and another \$5,490 is used to pay for counseling fees for victims that are referred by our office to a local therapist for counseling services. \$2,910 is available for emergency services for victims that are approved by our office for lock changes, window and door repair, impound fees etc. These services are detailed in the VOCA Guidelines. \$2,910 is available for training for advocates and a local training for our advocates and our community partners. The total allocation for training and services is \$16,800. We have also added in \$1,680 in administrative costs to help offset some of the general fund contributions to administer this grant. Total services and administrative fees is \$18,478. The match for this grant is \$4,620 and is funded from CFA and general fund contribution.

We have an MOU with Haven for \$8,720 of the total \$27,200 allocation available for Wasco County Victim Services is being diverted to Haven to supplement their counseling programs. These funds will not go through Wasco County but will go directly to Haven to be used in our community.



**DEPARTMENT OF JUSTICE
CRIME VICTIMS' SERVICES DIVISION**

MEMORANDUM

DATE: April 26, 2018

TO: 2018-2019 VOCA Support Services & Training Non-Competitive Grant Recipients

FROM: CVSD Fund Coordinators

Attached is your agency's 2018-2019 VOCA Support Services & Training Non-Competitive Grant Agreement. Please download the entire document and have your authorized official sign the following pages:

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

Once the Grant Agreement and Exhibits are signed, if you haven't already please upload a copy of the entire signed Grant Agreement and Exhibits in the "Grantee Signed Grant Agreement" upload field on the "Grant Agreement Upload" page in your application in E-Grants and then **change the application status in CVSD E-Grants to "Application Accepted."**

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

If you have any questions regarding this agreement please contact Terri Johnson, VOCA Grant Specialist, at 503-378-4578 or your CVSD Fund Coordinator.

DEPARTMENT OF JUSTICE
Crime Victims' Services Division

VICTIMS OF CRIME ACT
2018-2019 VOCA NON-COMPETITIVE
GRANT AWARD COVER SHEET

1. Grantee Name and Address: Wasco County, acting by and through its District Attorney's Office 511 Washington St., Ste. 304 The Dalles, OR 97058-2231 Contact Name: Ms. Judy Urness Telephone: 541-506-2685 E-mail: judyu@co.wasco.or.us	2. Special Conditions: This grant Project is approved subject to such conditions or limitations as set forth the attached Grant Agreement. 3. Statutory Authority for Grant: Federal Victims of Crime Act of 1984, as amended, 34 U.S.C. 20101 <i>et. seq.</i> and ORS 147.231 (1)
4. Award Number: VOCA-SST-2018-WascoCo.DAVAP-00002	5. Award Date: January 1, 2018
6. Grantee Tax Identification Number: 95-6002315	7. DUNS Number: 084415959
8. Type of Party Receiving Funds: <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	8. Program Period: January 1, 2018 – September 30, 2019
9. VOCA Category: General Victim Assistance	10. Total VOCA Grant Award Amount / Match Amount: \$ 18,478.00/ \$ 4,620.00
11. VOCA CFDA Number: CFDA 16-575	12. Indirect Cost Rate: NA
13. VOCA Annual Narrative Report: October 31, 2018 October 31, 2019 (final)	14. Financial and PMT Report Due Dates: April 30, 2018 January 31, 2019 July 20, 2018 April 30, 2019 October 31, 2018 July 20, 2019 October 31, 2019 (final)
This award is contingent upon the Grantee agreeing to the terms of award for the grant entitled "2018-2019 VOCA Support Services & Training Grant". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.	

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

**2018-2019 VOCA NON-COMPETITIVE GRANT AGREEMENT
VOCA-SST-2018-WASCOCo.DAVAP-00002**

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

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

PROGRAM START DATE: January 1, 2018

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

Section 1.01. Legal Basis of Award. Pursuant to the federal Victims of Crime Act of 1984, as amended, 34 U.S.C. 20101 *et.seq.* ("VOCA"), and ORS 147.231, Grantor is authorized to enter into a grant agreement and to make an award, from funds received under VOCA, to Grantee for the purposes set forth herein.

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

Section 1.03. Effective Date. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective, and have a Project start date of as of **January 1, 2018**.

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

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

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

- (d) The most current versions of the VOCA Guidance available at https://www.doj.state.or.us/wp-content/uploads/2017/09/voca_allowable_and_unallowable_costs_and_services.pdf ("VOCA Guidance").
- (e) The most current versions of the VOCA Grant Management Handbook available at

https://www.doj.state.or.us/wp-content/uploads/2017/06/voca_grant_management_handbook.pdf
("VOCA Grant Management Handbook").

- (f) 2018-2019 VOCA Support Services & Training Grant and any Amendments ("VOCA SST").
- (g) Grantee's VOCA Application from the VOCA SST to include the following and collectively referred to as the Grantee's "VOCA Application."
 - (i) Form A, Cover Page;
 - (ii) Form B, Services Checklist;
 - (iii) Form F, Project Description;
 - (iv) As appropriate, Form H, Memorandum of Understanding and Contractual Services;
 - (v) Form I, Attachments to Upload; and
 - (vi) Forms J-O, the budget forms ("VOCA Budget").
- (h) For Grantee's receiving VOCA funds for the first time, the Grantee's VOCA Application from the VOCA SST shall include the Grantee's VOCA Application as defined in Section 1.04 (c) herein and the following and collectively referred to as Grantee's "VOCA Application."
 - (i) Form C, Crime Victim Compensation Information;
 - (ii) Form D, Volunteer Information; and
 - (iii) Form E, Organization/Program Revenue.

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

https://justice.oregon.gov/crime-victims/pdf/voca_pass_through_agreement_requirements.pdf.

SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee maximum not-to-exceed amount of \$ **18,478.00** (the "Grant"), less any recovery of unspent funds, from VOCA fund(s) in the category(ies) outlined below to financially support and assist Grantee's implementation of the Grantee's VOCA Application, as described in Section 1.04, all of which are incorporated herein by this reference and collectively referred to as the "Project".

Fund	Category	Total Maximum Funds
VOCA	Emergency Services	\$ 3,200.00
VOCA	Training	\$ 3,200.00
VOCA	Mental Health Services	\$ 6,039.00
VOCA	Legal Services	\$ 6,039.00

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

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

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

- (a) Grantor has received sufficient funds under VOCA to allow the Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) Grantor has received sufficient funding, appropriations, limitations, allotments and other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantor has received a copy of the Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; Victims of Crime Act Special Conditions; and Subcontractor Insurance Requirements, all in the form attached hereto as **Exhibits A - F** respectively, and incorporated herein by this reference, duly executed and delivered on behalf of Grantee by an authorized official of Grantee;
- (d) Grantee certifies insurance coverage is in full force for the duration of this Agreement;
- (e) If Grantee expends \$750,000 or more in federal funds from all sources in a fiscal year beginning December 26, 2014 or later, Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F;
- (f) If Grantee agency does not claim an exemption from the EEOP requirement (Grantee is an educational, medical or non-profit institution or an Indian Tribe; or Grantee has less than 50 employees; or Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds), Grantee has prepared, maintained on file, submitted to the Office for Civil Rights for review (if receiving a single award of \$500,000 or more), and implemented an EEOP;
- (g) Grantee is current in all reporting requirements of all active or prior VOCA grants including, but not limited to:
 - (i) Grantor has received from Grantee a quarterly financial report as described in Section 5.07 appropriately describing the expenses for which the reimbursement is claimed;
 - (ii) Grantor has received the completed Annual VOCA Narrative Report as described in in Section 5.07; and
 - (iii) Grantor has received the completed quarterly VOCA Performance Measurement Tool Report and the Client Feedback Form and Outcome Measure Report as described in in Section 5.07.
- (h) No default as described in Section 6.03 has occurred; and
- (i) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of

disbursement with the same effect as though made on the date of disbursement.

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

none

Section 2.06. Grant Availability Termination. The availability of Grant money under this Agreement and Grantor's obligation to disburse Grant money pursuant to Section 2.03 shall end on **September 30, 2019** (the "Availability Termination Date"). Grantor will not disburse any Grant money after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee's completed reports, as described in Section 5.07, or on **September 30, 2019**, whichever date occurs first, exclusive of financial and narrative reports which are due no later than 30 days after the Availability Termination Date. Agreement termination shall not extinguish or prejudice Grantor's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

SECTION 3 USES OF GRANT

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

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

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

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is political subdivision of the State of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal

right to execute and deliver this Agreement and incur and perform its obligations hereunder.

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

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

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

SECTION 5 GRANTEE'S AGREEMENTS

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

Section 5.02. Project Completion. Grantee shall complete the Project no later than **September 30, 2019** provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04 (a) and (b) are not satisfied, Grantee shall not be required to complete the Project.

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

Section 5.04. Civil Rights and Victim Services.

- (a) Grantee shall collect and maintain statutorily required civil rights statistics on victim services as described in the most recent version of the VOCA Grant Management Handbook.
- (b) Grantee shall comply with the following Oregon Department of Justice, Crime Victims' Services Division ("CVSD") policies for addressing discrimination complaints,
 - (i) *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victims' Services Division's Subrecipients under U.S. Department of Justice Grant Programs*, available at https://justice.oregon.gov/crime-victims/pdf/civil_rights_complaints_employees.pdf; and

(ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victims' Services Division and the Oregon Department of Justice, Crime Victims' Services Division Subrecipients* available at

https://justice.oregon.gov/crime-victims/pdf/civil_rights_complaints_participants.pdf.

(c) Grantee shall complete and certify completion of civil rights training as described under Training on CVSD Civil Rights Requirements web page available at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements>. Grantee shall conduct periodic training to Grantee employees on the procedures set forth in the policies referenced in subsection (b) of this Section.

(d) Grantee shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Grantee is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age or disability and the procedures for filing a complaint of discrimination as described in the "Civil Rights Fact Sheet" developed by CVSD and available at

https://justice.oregon.gov/crime-victims/pdf/civil_rights_fact_sheet.pdf.

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

Section 5.06. Training Requirements.

(a) Grantee shall ensure that grant-funded direct service staff, volunteers and members of the board of directors, or governing body or designated leaders with direct responsibility for domestic violence and sexual assault programs attend training that meets the requirements adopted by the Department of Human Services ("DHS") Advisory Committee:

https://justice.oregon.gov/crime-victims/pdf/cvsv_dsvsa_training_requirements.pdf.

The recommended training format is group training, but Grantees may choose to use the Oregon Coalition Against Domestic & Sexual Violence (OCADSV) web-based advocacy training course to supplement in-person training: <http://www.ocadsv.org/resources/online-core-advocacy-training>.

(b) Grantee shall ensure that grant-funded staff providing direct attends the Oregon Basic State Victim Assistance Academy (SVAA) training:

http://law.lclark.edu/centers/national_crime_victim_law_institute/projects/OR_SVAA/.

Alternatively, organizations may submit a 40-hour training plan for CVSD approval that covers topics relevant to the grant-funded staff position(s), which may be from SVAA, DHS Advisory Committee adopted training requirements described in subsection (a) of this Section, VAT *Online* described in subsection (c) of this Section, and additional population-specific topics.

(c) Volunteers and interns providing grant-funded direct services are required to successfully complete the Office for Victims of Crime (OVC) Victims Assistance Training *Online* (VAT *Online*) or a training program that minimally covers the topics included in VAT *Online*: https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm.

Alternatively, organizations may submit a training plan for CVSD approval that covers topics relevant to volunteer position(s), which may be from VAT *Online*, DHS Advisory Committee adopted training requirements described in subsection (a) of this Section, SVAA described in subsection (b) of this Section, and additional population-specific topics.

(d) Grant-funded staff providing direct services is encouraged to attend the CVSD-sponsored Crime Victims Compensation Training at least once every four years.

- (e) Grantee shall notify the CVSD when any staff training is completed by updating the Staff Roster in the CVSD web-based grant application and reporting system ("CVSD E-Grants"). Grantee shall document training completed by volunteers, interns and members of the board of directors, or governing body or designated leaders.
- (f) Grantee shall attend all appropriate CVSD-sponsored training unless specific written permission excusing attendance has been obtained from CVSD.

Section 5.07. Reporting Requirements.

- (a) Grantee shall submit the following reports as described in the VOCA Grant Management Handbook:
 - (i) Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending March 31, September 30, and December 31, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly financial reports.
 - (ii) Quarterly Performance Measurement Tool Reports. No later than 30 days after the end of the calendar quarters ending March 31, September 30, and December 31, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly performance measurement tool reports.
 - (iii) Annual Narrative Reports. No later than 31 days after the end of each calendar quarter ending September 30, Grantee shall prepare and submit to Grantor an Annual Narrative Report covering the reporting periods from January 1, 2018 through September 30, 2018 and October 1, 2018 through September 30, 2019.

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

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

Section 5.10. Nondisclosure of Confidential or Private Information. In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking and their families, Grantee shall protect the confidentiality and privacy of persons receiving services.

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

or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.

(c) Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs, regardless of whether the information has been encoded, encrypted, hashed or otherwise protected. This applies to:

(i) Information being requested for a Federal, State, tribal, or territorial grant program; and

(ii) Disclosure from the Grantee's organization, agency, or government, including victim and non-victim services divisions or components and leadership of the organization, agency or government; and

(iii) Disclosure from victim services divisions or components of an organization, agency, or government to the leadership of the organization, agency, or government (e.g., executive director or chief executive). Such executive shall have access without releases only in extraordinary and rare circumstances. Such circumstances do not include routine monitoring and supervision.

(d) Personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs may not be released except under the following circumstances:

(i) The victim signs a release as provided below;

(ii) Release is compelled by statutory mandate, which includes mandatory child abuse reporting laws; or

(iii) Release is compelled by court mandate, which includes a legal mandate created by case law, such as a common-law duty to warn.

(e) Victim releases must meet the following criteria:

(i) Releases must be informed, written, reasonably time-limited. Grantee may not use a blanket release and must specify the scope and limited circumstances of any disclosure. At a minimum, Grantee must: discuss with the victim why the information might be shared, who would have access to the information, and what information could be shared under the release; reach agreement with the victim about what information would be shared and with whom; and record the agreement about the scope of the release. A release must specify the duration for which information may be shared. The reasonableness of this time period will depend on the specific situation.

(ii) Grantee may not require consent to release of information as a condition of service.

(iii) Releases must be signed by the victim unless the victim is a minor who lacks the capacity to consent to release or is a legally incapacitated person and has a court-appointed guardian. Except as provided in paragraph (c)(iv) of this section, in the case of an unemancipated minor, the release must be signed by the minor and a parent or guardian; in the case of a legally incapacitated person, it must be signed by a legally-appointed guardian. Consent may not be given by the abuser of the minor or incapacitated person or the abuser of the other

parent of the minor. If a minor is incapable of knowingly consenting, the parent or guardian may provide consent. If a parent or guardian consents for a minor, the grantee or subgrantee should attempt to notify the minor as appropriate.

- (iv) If the minor or person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may consent to release information without additional consent.
- (f) If release of information described in the previous paragraph is compelled by statutory or court mandate, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and Grantee shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.
- (g) Fatality reviews. Grantee may share personally identifying information or individual information that is collected as described in paragraph (a) of this section about deceased victims being sought for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:
 - (i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability;
 - (ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team;
 - (iii) The Grantee makes a reasonable effort to get a release from the victim's personal representative (if one has been appointed) and from any surviving minor children or the guardian of such children (but not if the guardian is the abuser of the deceased parent), if the children are not capable of knowingly consenting; and
 - (iv) The information released is limited to that which is necessary for the purposes of the fatality review.
- (h) Inadvertent release. Grantee is responsible for taking reasonable efforts to prevent inadvertent releases of personally identifying information or individual information that is collected as described in paragraph (a) of this section.
- (i) Grantee shall notify the Department promptly after receiving a request from the media for information regarding a recipient of services funded with Grant money.

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

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

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

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

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

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

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

appropriate officials as provided in subsection (b) of this Section.

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

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

- (a) **Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.** (prohibiting discrimination in programs or activities on the basis of race, color, and national origin) and the **Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1)** (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).
 - (i) These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.
 - (ii) In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, CVSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.
- (b) **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et. Seq.** (prohibiting discrimination in employment practices or in programs and activities on the basis of disability).
- (c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131** and ORS 659.425 (prohibiting discrimination in services, programs, and activities on the basis of disability), the **Age Discrimination Act of 1975, 42 U.S.C. § 6101-07** (prohibiting discrimination in programs and activities on the basis of age); and **Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et. seq.** (prohibiting discrimination in educational programs or activities on the basis of gender); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.
- (d) The **Federal Funding Accountability and Transparency Act (FFATA) of 2006**, which provisions include, but may not be limited to, a requirement for Grantee to have a Data Universal Numbering System (DUNS) number and maintain a current registration in the System for Award Management (SAM) database.
- (e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantee is encouraged to consider the need for language services for LEP

persons served or encountered both in developing its proposals and budgets and in conducting its programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice (USDOJ) has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

- (f) **Equal Treatment for Faith-Based and Community Organizations**, codified at 28 C.F.R. Part 38, and Executive Order 13279, regarding Equal Protection of the Laws for Faith-Based and Community Organizations (ensuring equal treatment for faith-based organizations and non-discrimination of beneficiaries on the basis of religious belief) ensures that no organization will be discriminated against in a USDOJ funded program on the basis of religion and that services are available to all regardless of religion. Executive Order 13279 ensures a level playing field for the participation of faith-based organizations as well as other community organizations.
- (g) All regulations and administrative rules established pursuant to the foregoing laws, and other regulations as provided at <https://ojp.gov/funding/Explore/SolicitationRequirements/index.htm>.
- (h) The **Uniform Administrative Requirements, Cost Principles, and Audit Requirements** in 2 CFR Part 200, as adopted and supplemented by the United States Department of Justice in 2 CFR Part 2800.
- (i) Further, Grantee shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state administrative agency to the Oregon Department of Justice, CVSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.

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

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

- (a) Utilize Grant funds only to provide authorized services to victims of crime;
- (b) Obtain prior approval from the Oregon Department of Justice, CVSD for:
 - 1. Movement of funds that total more than \$1,000 in the Personnel, Services and Supplies, or Other Services categories; OR
 - 2. To add a budget category or line item that did not exist in the original budget; OR
 - 3. Delete an existing category.
- (c) Comply with the requirements of the current version of the Office of Justice Programs, DOJ Grants Financial Guide, available at: <http://ojp.gov/financialguide/DOJ/index.htm>; and
- (d) Comply with the terms of the most recent versions of the VOCA Guidance and the VOCA Grant Management Handbook.

SECTION 6 TERMINATION AND DEFAULT

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

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

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

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

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

Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

SECTION 7 MISCELLANEOUS

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

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

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

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

Section 7.05. Subawards, Contracts, Successors and Assignments.

- (a) Grantee shall not enter into any Subawards, as defined in 2 CFR 200.92, for any of the Project activities required by this Agreement without Grantor's prior written consent. Grantee shall require any Subrecipients, as defined in 2 CFR 200.93, to comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of federal funds. Grantor's consent to any Subaward shall not relieve Grantee of any of its duties or obligations under this Agreement.
- (b) Grantee shall not enter into any Contracts, as defined in 2 CFR 200.22, required by this Agreement without Grantor's prior written consent. Grantee shall comply with procurement standards as defined in Section 5.08 when selecting any subcontractor. Grantee shall require any subcontractor to comply in writing with the terms of an Independent Contractor Agreement as described in the most recent version of the VOCA Grants Management Handbook. Grantor's consent to any Contract shall not relieve Grantee of any of its duties or obligations under this

Agreement.

- (c) This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

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

Section 7.07. Contribution and Indemnification.

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

parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

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

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

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

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

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

original.

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

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

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

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

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



STATE OF OREGON

Acting by and through its Department of Justice

By: _____

Name: Shannon L. Sivell

Title: Director, Crime Victims' Services Division

Date: _____

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

By: _____

Name: _____

Title: _____

Date: _____



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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

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

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



STANDARD ASSURANCES

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

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include:
 - Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
 - Victims of Crime Act (34 U.S.C. § 20110);
 - Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
 - Civil Rights Act of 1964 (42 U.S.C. § 2000d);
 - Rehabilitation Act of 1973 (29 U.S.C. § 794);
 - Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
 - Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86);
 - Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
 - Ex. Order 13279 (equal protection of the laws for faith-based and community organizations);
 - Equal Treatment for Faith-Based Organization (28 C.F.R. pt. 38); and
 - Nondiscrimination, Equal Employment Opportunity, Policies and Procedures (28 C.F.R. pt. 42).

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

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

7. If a governmental entity:

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

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

Print Name of Authorized Official

Title

Signature of Authorized Official

Date

SINGLE AUDIT CERTIFICATION LETTER

April 26, 2018

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

RE: Subrecipient Audit Requirements of 2 CFR Part 200, Subpart F for audits of Grant Agreement between the Oregon Department of Justice and for the period of January 1, 2018 – September 30, 2019 under the VOCA Support Services & Training Grant Award/CFDA#16-575 /\$ 18,478.00.

Dear Ms. Judy Urness,

The Oregon Department of Justice is subject to the requirements of Office of Management and Budget (OMB) 2 CFR Part 200, subpart F. As such, the Oregon Department of Justice is required to monitor our subrecipients of federal awards and determine whether they have met the audit requirements and whether they are in compliance with federal laws and regulations. A copy of 2 CFR Part 200, Subpart F can be found at the following web address: <https://www.ecfr.gov/cgi-bin/text-idx?SID=704835d27377ef5213a51c149de40cab&node=2:1.1.2.2.1&rgn=div5#sp2.1.200.f>.

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

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

URL address for single Audit:

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

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

_____ We are a for-profit organization.

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

_____ Other (please explain) _____

Print Name of Fiscal Officer

Title

Signature of Fiscal Officer

Date

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

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

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

Grant Award: VOCA-SST-2018-WascoCo.DAVAP-00002		Grant Title: VOCA Non-Competitive Grant Award
Grantee Name (Funded Entity): Wasco County, acting by and through its District Attorney's Office		
Address: 511 Washington St., Ste. 304, The Dalles, OR 97058-2231		
Program Period: Start Date: 1/1/2018 End Date: 9/30/2019		Award Amount: \$ 18,478.00
Contact Name, Phone # & E-mail address: Ms. Judy Urness, 541-506-2685, judyu@co.wasco.or.us		

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

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

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

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

Person responsible for reporting civil rights findings of discrimination:

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

 Print or Type Name and Title

 Signature

 Date

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

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

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

Please check all the following boxes that apply:

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

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

Print or Type Name and Title

Signature

Date

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

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

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

_____ [organization],

_____ [address].

Print or Type Name and Title

Signature

Date

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

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

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

Print or Type Name and Title

Signature

Date

* * * * *

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

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

VICTIMS OF CRIME ACT SPECIAL CONDITIONS**1. Requirement of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the Grantee that relates to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Oregon Department of Justice, Crime Victims' Services Division ("CVSD") taking appropriate action with respect to the Grantee and the award. Among other things, the CVSD may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including the Office of Justice Programs ("OJP"), also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to CVSD awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm> (page under construction as of 10/1/2017).

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Grantee is to contact CVSD promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

The Grantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

4. Requirements related to "de minimis" indirect cost rate

A Grantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise CVSD of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the Grantee currently has other active awards of federal funds, or if the Grantee receives any other award of federal funds during the period of performance for this award, the Grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the Grantee must promptly notify the awarding agency (CVSD and OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) or grant amendment to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

The details of the Grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and CVSD authority to terminate award)

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Grantee, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Grantee or of any subrecipient ("subgrantees").

The details of the Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by Grantees and subgrantees related to trafficking in persons (including reporting requirements and CVSD authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The Grantee must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to CVSD in the manner (including within the timeframes) specified by CVSD in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the Grantee -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with CVSD award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

13. Effect of failure to address audit issues

The Grantee understands and agrees that the awarding agency may withhold award funds, or may impose other related requirements, if (as determined by the awarding agency) the Grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of CVSD awards.

14. Potential imposition of additional requirements

The Grantee agrees to comply with any additional requirements that may be imposed by CVSD during the period of performance for this award, if the Grantee is designated as "high risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Grantee and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Grantees and subgrantees that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

18. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Grantee (or subgrantee) would or might fall within the scope of this prohibition, the Grantee is to contact CVSD for guidance, and may not proceed without the express prior written approval of CVSD.

19. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Grantee (or a subgrantee) would or might fall within the scope of an appropriations-law restriction, the Grantee is to contact CVSD for guidance, and may not proceed without the express prior written approval of CVSD.

20. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The Grantee and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881(fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

21. Restrictions and certifications regarding non-disclosure agreements and related matters

No Grantee or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

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

1. In accepting this award, the Grantee--

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

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

2. If the Grantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from

reporting waste, fraud, or abuse as described above; and

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

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

22. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Grantee (and any subgrantee at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Grantee is to contact CVSD for guidance.

23. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Grantees and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24. Requirement to disclose whether Grantee is designated "high risk" by a federal grant-making agency outside of DOJ

If the Grantee is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to CVSD by email to Shannon.Sivell@doj.state.os.us. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the Grantee's past performance, or other programmatic or financial concerns with the Grantee. The Grantee's disclosure must include the following: 1. The federal awarding agency that currently designates the Grantee high risk, 2. The date the Grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

25. The Grantee authorizes Office for Victims of Crime ("OVC") and/or the Office of the Chief Financial Officer ("OCFO"), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

26. VOCA Requirements

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the Grantee certifies that funds under this award will:

- a) be subawarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), if a government-based organization; and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in one or more of the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by CVSD.

27. Demographic Data

The Grantee, and any subrecipient ("subgrantee") at any tier, must collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

28. Discrimination Findings

The Grantee assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the Grantee will forward a copy of the findings to CVSD.

29. The Grantee understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The Grantee agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the Grantee plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The Grantee also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

30. The Grantee understands and agrees that it has a responsibility to monitor its subrecipients' ("subgrantees") compliance with applicable federal civil rights laws.

31. The Grantee agrees to submit (and, as necessary, require subgrantees to submit) quarterly performance reports on the performance metrics identified by CVSD, and in the manner required by CVSD. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

32. Grantee integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the Grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, Grantees of OJP awards are required to report information about such

proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of Grantee obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

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

Print Name of Authorized Official

Title

Signature of Authorized Official

Date

Print Name of Fiscal Officer

Title

Signature of Fiscal Officer

Date

SUBCONTRACTOR INSURANCE REQUIREMENTS

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

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

ii. **EMPLOYERS' LIABILITY.**

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

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

iii. **PROFESSIONAL LIABILITY**

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

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

iv. **COMMERCIAL GENERAL LIABILITY.**

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

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

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

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

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

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

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

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



MEMORANDUM

SUBJECT: VOCA SST Agreement

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 5/9/2018

VOCA SST AGREEMENT: I move to approve the 2018-2019 Oregon Department of Justice Victims of Crime Act Support Services & Training Non-Competitive Grant Agreement between the State of Oregon and Wasco County.



DISCUSSION ITEM

NORCOR Updates

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



CONSENT AGENDA

[UPDATES TO FEE SCHEDULE ORDINANCE](#)

[MINUTES: 1.17.2018 REGULAR SESSION](#)



MEMORANDUM

SUBJECT: Fee Schedule Ordinance Update

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 5/9/2018

BACKGROUND INFORMATION

Each fall Wasco County evaluates their fees and brings a revised ordinance to the Board of Commissioners for review and adoption with an effective date of January 1st of the following calendar year. Some of the fees assessed are “pass-through” fees from the State of Oregon. The Wasco County Fee Schedule Ordinance recognizes the possibility of State fees changing prior to the County’s regularly scheduled review and revision of the Ordinance.

(1) CONFORMANCE WITH LAW

Except as expressly provided herein, this Ordinance shall in no way be a substitute for or eliminate the necessity of conforming with any and all State and Federal laws, rules and regulations including but not limited to the payment of all other fees required by law and other Ordinances which are now or may be in the future in effect which relate to the requirements provided in the Ordinance.

The State of Oregon has increased the Affordable Housing Alliance Tax from \$20 to \$60 per document, effective July 1, 2018. We have made that change in the fee schedule table (attached) and will upload it to our website on July 2, 2018. No Board action is required; we are placing it on the consent agenda for both board and public awareness.

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

IN THE MATTER OF AMENDING WASCO)
COUNTY'S UNIFORM FEE SCHEDULE FOR) ORDINANCE
VARIOUS COUNTY DEPARTMENTS) #17-002

THE BOARD OF COMMISSIONERS OF WASCO COUNTY OREGON DOES
ORDAIN AS FOLLOWS:

Section 1. PURPOSE

Wasco County provides core services to all citizens which are paid for through the annual tax base. On the whole, the County endeavors to proactively provide access to services in alignment with our Vision and Mission statements.

In some instances, special services are required or necessitated by various state statutes, or to meet the needs of citizens who have requests outside of core services. The purpose of this Ordinance is to outline the fees to be collected by Wasco County Departments for performing services, and to establish a uniform fee schedule.

Section 2. AUTHORITY

The Ordinance is enacted pursuant to the authority granted to general law Counties by [ORS 203.035-ORS 203.065](#) and by [ORS 192.440](#).

Section 3. FEE SCHEDULE

Fees shall be charged and collected by the indicated Department before the filing, recording or copying of subject documents shall be completed. A table of all County fees can be found in Appendix A, B and C. Other fees may apply as assessed under Oregon Revised Statutes.

Section 4. ENACTMENT PROVISIONS (1)

(1) CONFORMANCE WITH LAW

Except as expressly provided herein, this Ordinance shall in no way be a substitute for or eliminate the necessity of conforming with any and all State and Federal laws, rules and regulations including but not limited to the payment of all other fees required by law and other Ordinances which are now or may be in the future in effect which relate to the requirements provided in the Ordinance.

(2) SEPARABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portion of this Ordinance.

(3) EFFECTIVE DATE

This Ordinance shall take effect on January 1, 2018 upon its adoption, and all previous orders, resolutions or ordinances setting fees conflicting with the provisions of this Ordinance are hereby repealed and will be of no further force and effect.

Regularly passed and adopted by the Board of Commissioners of the County of Wasco, State of Oregon, by a ____ to ____ vote on this 6th day of September, 2016.

ATTEST:

WASCO COUNTY BOARD
OF COMMISSIONERS

Kathy White
Executive Assistant

Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

Steven D. Kramer, Vice-Chair

Kristen Campbell
Wasco County Counsel

Scott C. Hege, County Commissioner

APPENDIX A: County Fee Schedule

Fees Across All County Departments		
Service Description	Fee Amount	Applicable Statute
Miscellaneous Copies/Printing/Transmission		
Black and white copies 8.5" x 11" or 8.5" x 14"	\$0.25 per page	County Ordinance
Black and white copies 11" x 17"	\$1.00 per page	County Ordinance
Color copies (any size listed above)	\$1.00 per page	County Ordinance
Providing content on media (zip disk, jump drive, CD, etc.)	\$15.00 per media plus actual costs of services	County Ordinance
Printing computer labels	\$40.00 plus actual printing and label cost	County Ordinance
Electronic transmission of documents (Fax, email, FTP, or similar transmission. If printing of copies is required to redact information or to get records into the appropriate form, subset, etc., copy fees and research time will also apply.)	\$5.00 per transmission plus actual costs of services	County Ordinance
Research and Professional Services Fees		
Basic Research Fee (Only upon availability of staff)	\$40.00 per hour, one hour minimum, unless specified by Department fee schedule	County Ordinance
Professional Services / Complex Analysis	See specific Department fee schedule	County Ordinance
Public Record Request Fees		
Certification of a Public Record (Birth certificates, licenses, etc.)	\$3.75 per record	ORS 205.320
Public records request, general (Cost is request-dependent and is sum of research, copies, transmission, etc.)		
Administrative Services		
Service Description	Fee Amount	Applicable Statute
FINANCE DEPARTMENT		
Placing a stop payment on a Wasco County issued check	\$33.00 per check	County Ordinance
Returned item (non-sufficient funds, closed account, etc.) deposited to Wasco County bank account	\$25.00 per check	County Ordinance
INFORMATION SERVICES DEPARTMENT		
Professional Services GIS Mapping : See Appendix C	\$120.00 per hour	County Ordinance

LEGAL SERVICES		
County Counsel Fees. <i>Please contact Administrative Services for estimate.</i>	At current hourly rate	County Ordinance

Land-based and Civil Services		
Service Description	Fee Amount	Applicable Statute
ASSESSMENT AND TAXATION DEPARTMENT		
Mapping changes and new plat	\$540.00 base fee	County Ordinance
New lot created	\$50.00 each	County Ordinance
New row created	\$50.00 each	County Ordinance
New map	\$50.00 each	County Ordinance
Each map affected	\$50.00 each	County Ordinance
Lot line adjustment	\$250.00 each	County Ordinance
Calculation of farm/forest disqualifications (To be applied against penalty if the account is disqualified within 90 days)	\$40.00 per hour, one hour minimum	County Ordinance
Manufactured structure change of ownership in the LOIS system	\$55.00	County Ordinance
Submission of completed change of ownership forms for review and processing	\$25.00	County Ordinance
CLERK'S OFFICE		
Land-based Recording Fees		
(All documents presented for recording must be "required or permitted by law to be recorded")		
Deed and Mortgage Records	\$105.00 for the 1st page,	ORS 205.320 and
<u>Breakdown of fees:</u>	<u>\$5.00 for each page after</u>	County Ordinance
County Clerk Fee	\$5.00 per page	
Surveyor's Land Corner Restoration	\$10.00 per document	
Geographic Information Systems (GIS Fund)	\$19.00 per document	
Assessment & Taxation Fee	\$10.00 per document	
Oregon Land Information System Fund	\$1.00 per document	
Affordable Housing Alliance Tax	\$60.00 per document	
Lien Records	\$76.00 for the 1st page,	ORS 205.320 and
<u>Breakdown of fees:</u>	<u>\$5.00 for each page after</u>	County Ordinance
Statutory or County Clerk Lien Record	\$5.00 per page	
Assessment & Taxation & OLIS Fee	\$11.00 per document	
Affordable Housing Alliance Tax	\$60.00 per document	
Subdivision and Subdivision Replat; Condominium		ORS 205.320 and
County Clerk Fee, 20 lots or less	\$35.00	County Ordinance
County Clerk Fee, 21 lots or more	\$50.00	
Surveyor Fee, Subdivision and Subdivision Replat	\$700.00 plus \$65.00 per lot	
Surveyor Fee, Condominium	\$750.00 plus \$70.00 per unit	
Additional Pages	\$5.00 per page	
Assessment & Taxation & OLIS fee	\$11.00	
GIS Fund	\$19.00	

Land Corner Restoration Fund	\$10.00	
Affordable Housing Alliance Tax	\$60.00	
Tax Collector Approval	\$10.00	
Assessor Approval	\$10.00	
Copy Fees	\$2.50 per page	
Partition Plat, Replat, and Property Line Adjustment Plat		ORS 205.320 and
County Clerk Fee	\$35.00	County Ordinance
Surveyor Fee, Property Line Adjustment		
Plat, Single-Parcel Partition Plat or Replat	\$480.00	
Additional Pages	\$5.00 per page	
Assessment & Taxation & OLIS fee	\$11.00	
GIS Fund	\$19.00	
Land Corner Restoration Fund	\$10.00	
Affordable Housing Alliance Tax	\$60.00	
Tax Collector Approval	\$10.00	
Assessor Approval	\$10.00	
County Court Approval (if required)	\$10.00	
Copy Fees	\$2.50 per page	
Non Standard Documents	\$20.00 per document	ORS 205.327
Documents Describing More Than One Transaction	\$5 per additional transaction or title	ORS 205.236(4)
Location of Record	\$3.75 location fee plus \$0.25 per page	ORS 205.320
Mortgage Notice of Default (<i>Attorney General Foreclosure Avoidance Mediation Fund</i>)	\$100.00 (some exceptions apply)	Senate Bill 1552
Recording Image Subscription (<i>download of images recorded in the Clerk's office and provided on media</i>)	\$0.25 per page/image plus cost of media if applicable	County Ordinance
Marriage Fees		
Marriage License	\$50.00	ORS 205.320 and ORS 106.045
Civil Marriage Ceremony (<i>in office, by appointment only</i>)	\$110.00	Senate Bill 27
Staff Witness for Ceremony	\$15.00 per staff member	County Ordinance
Certified Copy of Marriage License	\$7.75	ORS 205.320
Time Waiver of 3-day Waiting Period	\$15.00	County Ordinance
Certificate of Parental Consent for Marriage of a Minor	\$15.00 per minor	County Ordinance
Amending a Filed Marriage Record	\$25.00	
Domestic Partnership Declaration		
Registration	\$50.00	ORS 205.320
Certification of Original Record	\$5.00 per record	ORS 205.320
Optional Additional Certified Copy	\$7.75	ORS 205.320
Elections Reports		
Request for List of Electors	\$25.00 plus 2.5¢ per 100 names	OAR 165-002-0020 Section 1

PLANNING DEPARTMENT

See Appendix B

County and ORS

PUBLIC WORKS DEPARTMENT

Petition for Road Vacation	\$500.00	County Ordinance
Permit for Mass Gathering	\$500.00	County Ordinance
Permit for Motor Vehicle Road Rally	\$1000.00	County Ordinance

SURVEYOR'S OFFICE

Survey Filing <i>(Reviewed, filed and indexed)</i>	\$185.00 plus \$50 per page over 2 pages	ORS 209.260
Property Line Adjustment Survey Filing <i>(Reviewed, filed and indexed)</i>	\$250.00 plus \$50.00 per page over 2 pages	ORS 209.260
Property Line Adjustment Plat Review <i>(Reviewed, recorded, filed and indexed)</i>	\$480.00 per plat	ORS 92.100 and County Ordinance
Single-Parcel Partition Plat, or Single Parcel Replat Review <i>(Reviewed, recorded, filed and indexed)</i>	\$480.00 per plat	ORS 92.100 and County Ordinance
Multiple-Parcel Partition Plat or Repat Review <i>(Reviewed, recorded, filed and indexed)</i>	\$625.00 per plat	ORS 92.100 and County Ordinance
Subdivision or Subdivision Repat Review <i>(Reviewed, recorded, field-checked, filed and indexed)</i>	\$700.00 per subdivision plus \$65.00 per lot	ORS 205.350 and County Ordinance
Condominium Plat Review <i>(Reviewed, recorded, field-checked, filed and indexed)</i>	\$750.00 per condominium, plus \$70.00 per unit	ORS 205.350 and County Ordinance
Re-check or Re-design Review	50% of the original review fee	County Ordinance
Affidavit of Correction, Consent, Post- Monumentation, etc.	\$50.00 per affidavit recorded	ORS 92.170 and County Ordinance
Marking the Record Upon the Surveyor's Copy of an Original Plat	\$15.00 per recorded document	ORS 271.230 (2) and County Ordinance
Research	\$75.00 per hour after the first hour	County Ordinance
Large Format Printing or Copying	\$1.00 per square foot, \$2.00 minimum	County Ordinance

Public Safety Services		
Service Description	Fee Amount	Applicable Statute
COMMUNITY CORRECTIONS DEPARTMENT		
Community Service Work Program evaluation, placement, and monitoring	\$35.00	County Ordinance
DNA Sample Draw	\$10.00	County Ordinance
Drug Testing	\$15.00 per sample for in-lab tests \$7.50 for instant tests	County Ordinance
Electronic Home Detention Program Placement	\$8.00 per day	County Ordinance
Inter-County Transfer Request	\$25.00	County Ordinance
Interstate Compact	\$50.00	County Ordinance
Probation/Post Prison/Parole Supervision	\$35.00 per month	County Ordinance
Travel Permit	\$5.00 each permit	County Ordinance
Treatment Program Intake	\$150.00	County Ordinance
Program Curriculum Book	\$25.00	
Treatment Program Assessment	\$150.00	County Ordinance
SHERIFF'S OFFICE		
Civil Fees	Per Statute	ORS 21.300
Concealed Handgun License	Per Statute	ORS 166.291(5)(a)
Fingerprinting	\$15.00 per card or \$15.00 for electronic submission	County Ordinance
OLCC Liquor License (<i>regular and special event</i>)	\$25.00 per permit	ORS 471.166 (7)
Real Property Foreclosure Sheriff Sale	\$800.00 deposit (<i>Applicants will be billed for actual costs and employee time.</i>)	ORS 18.930(5)
Sheriff Incident Reports* (<i>No charge for victim for first copy</i>)	1–24 pages: \$15.00 per report 25–49 pages: \$20.00 per report 50+ pages: \$50.00 per report	County Ordinance
Videos	\$15.00 plus staff time*	County Ordinance
* Research/Staff Time – fee is based on salary and fringe benefits of the employee charged with the task (such as document research, retrieval, review or redaction), converted to an hourly rate. Time is charged in 15-minute increments with a 15-minute minimum. Call the Sheriff's Office for an estimate when research or staff time is needed.		County Ordinance
YOUTH SERVICES DEPARTMENT		
Supervision		
Formal Probation at time of Adjudication	\$30.00	County Ordinance
Formal Accountability Agreements	\$10.00	County Ordinance

Drug Testing	\$15.00 per sample for in-lab tests \$7.50 for instant tests	County Ordinance
Online Educational Classes	\$100.00	County Ordinance
Processing Request for Expunction	\$60.00	County Ordinance

Appendix B: Planning Department Fee Schedule

Wasco County Planning Department Fees

Consolidating multiple permits: Proposals that require more than one type of review may be consolidated. The consolidated fee includes the full fee of the primary or more expensive review process and 50% of the fee for each additional review process. Type I fees accompanying Type II-IV reviews will be waived. Please contact Wasco County Planning if you would like to view the fee waiver policies and procedures.

Multi-department review: Several review procedures listed below require coordination with other County departments (e.g. partitions and property line adjustments). In these instances, the Planning fee includes the other applicable departments' fees to provide customers with a convenient, one-time fee collection.

Legal Fees: Processes, reviews, permits, et.al requiring legal review will be subject to County Counsel Fees charged at the current hourly rate.

Type I - Ministerial	Fee
Address – New or Change	\$75
Land Use Verification Letter (Not Involving Land Use Decision)	\$150
Marijuana Production	\$1,000 + \$76/hour after 10 hours
Non-Structural Sign-Off – MNN (e.g., LUCS)	\$90
Structural Without Land Use Application – MNS	\$276
Telecommunications Tower - Collocation	\$1,600

Type II - Administrative	Fee
Conditional Uses	
• Aggregate and Other Subsurface Resources	\$2,500
• Dwelling, Non-Farm	\$2,000
• Farm Ranch Recreation	\$1,600
• Other	\$1,300
• Power Generating Facility (EFSC approval and required review)	\$76/hr
• Power Generating Facility (Commercial)	\$5,000 + \$1,000/tower
• Power Generating Facility (Non-Commercial)	\$1,600 + \$1,000/tower
Extension of Time for Land Use Approval	\$475
Legal Parcel Determination	\$500 + \$76/hour after 5 hours
LUDO Interpretation or Similar Use Determination	\$76/hr
Major Modification of Approval (notice is required)	\$76/hr
National Scenic Area (NSA)	
• Expedited (Used listed in Section 3.110 of Wasco County NSALUDO)	\$600
• Expedited (Removal or Demolition)	\$300
• Full Review (Fences and Accessory Structures Less Than 500 SQ)	\$1,000

• Full Review	\$1,800
Non-Conforming Use Review (verification, restoration or alteration)	\$1,000
Partition, Property Line Adjustment, or Replat (not involving public or private roads)	
• Property Line Adjustment	\$2,134
• Single Parcel Partition ORS 92.176	\$2,134
• Multiple Parcel Partition or Replat	\$2,279
Site Plan Review (parking, loading, and home occupations)	\$600
Subject to Standards	
• Aggregate Overlay Significant Determination	\$600
• Dwelling (Accessory, Large Tract Forest, Lot-of-Record, Primary, Relative)	\$1,300
• EPDs (Environmental Protection Districts)	\$650
• Guest House	\$500
• Marijuana Processing and/or Wholesale	\$2,000 + hourly rate of \$76/hour after 20 hours
• Other	\$650
• Utility Facilities Necessary for Public Service	\$2,500
Temporary Use Permit	\$700
Temporary Use Permit Renewal (e.g., Medical Hardship Dwelling)	\$400
Variance (Administrative) – Less Than 50% Deviation From Stated Standard	\$700

Type III Action – Planning Commission	Fee
Appeal to Planning Commission: ORS 215.416(11)(b); full refund if upheld	\$250
Mobile Home Park / RV Park	\$2,100
Other Reviews Directed to Planning Commission by Ordinance	\$1,500
Partition, Property Line Adjustment, or Replat (involving public or private roads approvals)	
• Property Line Adjustment	\$2,534
• Single Parcel Partition or Replat	\$2,534
• Multiple Parcel Partition or Replat	\$2,679
Planned Unit Development – Preliminary/Final Plat Review	\$3,604/\$954
Subdivision – Preliminary/Final Plat Review	\$4,104/\$954
	Plus \$65 per lot
Variance – 50% or Greater Deviation From Stated Standard	\$1,000

Type IV Action – Board of County Commissioners	Fee
Appeal to Board of Commissioners	\$1,200
Goal Exception	\$1,700 + hourly rate of \$76/hour after 20 hours
Zone Change	\$1,700 + hourly rate of \$76/hour after 20 hours
Zone Change	\$1,700
Open Space Lands Tax Assessment	\$900

Road Dedication	\$900
Road Naming/Re-Addressing (full fee + half fee for each address changed); not land use decision	\$200
Subdivision Lot Line Vacation per ORS 368.326	\$1,004

Miscellaneous	Fee
Amendment to Land Use Application Request (after pre-notice; prior to approval)	\$350
Complex Projects – As Determined by Planning Director (See Policy and Process)	\$76/hr
Continuance/Extension Request of Planning Commission or Board Hearings	\$500
LUBA Remand and Review	\$300
Outdoor Mass Gathering	
• Less than 3000 people	\$2,500
• 3,000 or more, or 120 hrs or more	\$4,500
Pre-Application Conference - <i>\$250 of the \$500 applies towards land use application if applied for within 90 days of conference.</i>	\$500
Research / Records Request	\$45/hr
Withdrawal of Application - Refunds	
• Before completeness is determined	75% Total
• After completeness is determined	50% Total
• After Pre-Notice or Notice of Decision is mailed	No Refund
Withdrawal of Appeal After Received	No Refund
Worked Commenced Without Required Land Use Approval	Additional 50% of Total Review Fee
Worked Commenced in NSA Without Required Land Use Approval	Additional 100% of Total Review Fee

Code Compliance	Fee
Administrative Overhead hourly rate	\$76/hr
Appeal to Hearing's Officer	\$100
Continued Non-Compliance	\$50/month
Recordation of Compliance Document	\$61
<i>Other compliance penalty charges exist as established in Compliance Ordinance (WCCCNAO)</i>	

Appendix C: GIS Services

GIS Services - Standard Labor Rate \$60/Hour		
Map Prices - Custom Maps		
Size	Price	Additional Copies (ea)
8.5 x 11	\$7.00	\$1.00
11 x 17	\$8.00	\$1.50
18 x 24	\$12.00	\$12.00
24 x 36	\$15.00	\$15.00
24 x 40	\$25.00	\$25.00
36 x 48	\$35.00	\$35.00
Maps which take longer than 15 minutes to make (excluding printing time) are charged at our shop rate		
	Available Data Layers	(Fees allowed per ORS 190.050)
Layer	Price	Notes
Extract of Assessor's Database	\$300.00	Table Schema
Roads	\$50.00	
Taxlot Maps	N/A	See Also The Oregon Map
Taxlots	\$1/parcel or \$1,500 for entire County	See Also Our Online Map
Other Groups/Layers - \$45.00 each	Contains	Notes
Administrative Boundaries	Columbia Gorge Urban Renewal District, City of The Dalles Watershed, School Districts, NWCPUD Subdivisions, Transition Lands Study Area, Wasco County Boundary	
Populated Places	City Limits, Urban Growth Boundaries, Rural Service Centers	See Also State Data
Tax Codes	Tax Codes	
Zoning - Cities	Zoning - Cities	
Zoning - Environmental Protection Districts	Zoning - Environmental Protection Districts	
Zoning - Wasco County	Zoning - Wasco County	
<p>We require payment in advance from companies we have not done business with in the past. Credit card payments get charged an additional amount (depending on how much the base purchase is) to match what the companies charge the County. Checks should be made out to Wasco County GIS, and sent with a note stating which layers are being requested. Send it to:</p> <p>Wasco County IS Department Attn: GIS 2705 E 2nd St, The Dalles, OR 97058</p>		



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JANUARY 17, 2018**

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

STAFF: Tyler Stone, Administrative Officer
Tawny Cramer, Office Manager

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

Changes to agenda:

- Discussion List Deletions
 - School Proclamation Letter
- Discussion List Additions
 - Press Release regarding wolf sightings in Wasco County

Discussion List – Kramer Field Lease

Northern Wasco County Parks & Recreation's Executive Director Scott Baker presents the Kramer Field Lease. The lease essentially mirrors the previous lease. The lease is between Wasco County and Northern Wasco County Parks and Recreation and outlines the responsibilities of both parties and any other parties who may use the site. Mr. Stone explains we need to have this in place to address recreational immunity, insurance and to also outline what the relationship is. Mr. Baker notes that one change is the lease is automatically renewing, which it was not before. He goes on to explain the auto-renewal does not change the ability to end the lease, it is meant to avoid another lapse between lease agreements. Commissioner Runyon states he had noticed a handful of things while reviewing the document with Mr. Stone. Commissioner Runyon notes if either party wished to terminate the agreement it would require 18 months prior written notice. He would also like the Public to know Wasco County is not charging anything for the lease. He also had a concern regarding the parties who will be using the ball field

site. Commissioner Runyon explains when an agreement is being made between a recreational group and NWCP&R a copy of the parties insurance should always be provided to Wasco County as well.

Vice-Chair Hege comments he had heard AYSO was no longer using the fields because they are too expensive and was curious what the costs actually are. Mr. Baker explains that Northern Wasco County Parks and Recreation has a \$5.00 dollar fee per child, per season. That cost is meant to counterbalance the cost of the extra mowing and the cost of portable toilets. Mr. Baker adds Parks and Rec. reached an agreement with the coach of Gorge Soccer League to help make the field use more affordable.

In addition NWCP&R is budgeting \$6,000 for new irrigation and installing new sprinklers.

{{{Vice-Chair Hege moved to approve the proposed lease for Kramer Field. Commissioner Runyon seconded the motion which passed unanimously.}}}

Discussion List – Waste Connections Ground Leases

A designated representative for Waste Connections presented two leases, one for The Dalles location and one for the Hood River location. Nothing within the leases has changed, both leases are the same. Commissioner Runyon asks if the building in Hood River is an old one. It is explained that is a permanent locker with a canopy that can be dismantled, which does 2-1 the material collection compared to The Dalles location but is not an old location. Waste Connections is working with Tri-County and has allotted \$6,000 to install more lighting for safety purposes as well.

{{{Commissioner Runyon moves to approve the Hood River Waste Connections Lease. Vice-Chair Hege seconds the motion, which passes unanimously.}}}

{{{Vice-Chair Hege moves to approve The Dalles Waste Connections Lease. Commissioner Runyon seconds the motion, which passes unanimously.}}}

Discussion List – Building Codes Lease

The Building Codes Lease Agreement is outlined as the State will agree to rent just over 1000 sq. ft. in the Wasco County Public Works Building in the current Weedmaster's Office. On February 1, 2018, MCCOG will cease Building Codes

operations and the State Building Codes will temporarily take over responsibility at the new location. In conjunction with Wasco County Planning, Public Works, Weedmaster and Watermaster, the State Building Codes official, Rex Turner will work to find a solution for fitting everyone in the space.

There were some adjustments made from the original draft such as the term changed to two years. Also, the square footage of the conference room was calculated, divided in thirds and a slight rent increase was implemented to accommodate their usage of that room. Mr. Turner explains they would like to take occupancy next Wednesday, January 24th, if the agreement is approved.

Mr. Stone asks the Board to approve the lease to form or give him the approval to sign on their behalf while we wait to get the document finalized. Mr. Turner thanked the Board and Wasco County.

Vice-Chair Hege asks Mr. Turner where the Wastermaster is going to be relocated to, in the same building? It may be arranged that he is moved in Household Hazardous Waste of the Surveyors space. Mr. Turner thanks Ms. Angie Brewer and Mr. Arthur Smith for being helpful and flexible.

{{Vice-Chair Hege moved to approve the State Building Codes Lease in addition to give Mr. Stone the authorization to sign the document once it has been finalized. Commission Runyon seconded the motion, noting the couple changes, which passed unanimously.}}

Discussion List – Finance Report

Finance Director Mike Middleton presented the Financial Report and Reconciliation Reports, which we reviewed by Wasco County Treasurer Elijah Preston and Mr. Stone.

Mr. Middleton begins with the General Fund. It would appear there is more revenue is property taxes than anticipated by only slightly, they are on target. Departmental revenues are down \$28,000 which is a matter of receipt dates and how they were recorded. Certain revenues were recorded in the previous fiscal year, roughly \$120,000. Planning revenues from fees and permits were more than anticipated by 30%. The Museum's revenues are less than last year but last year's revenues included a grant that made a difference in those figures.

The transfer from Community Corrections to NORCOR has been eliminated. The advertisement cost for the Fair Fund was considerably more than last year and that will need to be further addressed. Also the utilities charges for the Fairgrounds are much higher than anticipated, which is concerning to Mr.

Middleton. The Fair Fund will need to be reviewed with the Board in a few areas.

Chair Kramer calls a recess at 9:27 a.m. Meeting reconvenes at 9:38 a.m.

Discussion Item – NeoPost Contract

County Clerk Lisa Gambie presented a new lease negotiation for the NeoPost machine housed in the Clerk's Office. Ms. Gambie explains the previous agreement for the postal machine was signed 4 years ago, this is very similar but the current price is slightly lower at \$19k. The new term will be 5 years and because the lease offers similar equipment there will be no need for staff training.

{{Commissioner Runyon moves to approve the NeoPost Lease Agreement and Purchase Order for equipment as presented. Vice-Chair Hege seconded the motion, which passes unanimously.}}

Agenda Item – Supplemental Budget Hearing

Mr. Middleton presented the Supplemental Budget Request. The funding for 911 Operations is facing a shortfall due to The Dalles not budgeting the full increase needed. This shortage is \$62,042. A transfer from the 911 reserve fund will cover the shortage for now.

The purchase of the 911 consoles was originally budgeted to make a down payment of \$150,000 out of fiscal year 2017 funds. This did not happen so as a result the Beginning fund was higher than anticipated. The payment will be made out of this year and the intent is to drain the reserve fund. The remaining balance of the consoles is paid by the General Operating Reserve fund as a loan to the 911 Communications fund to be repaid in fiscal year 2019.

Hearing no questions from the public;

{{Vice-Chair Hege moves to approve Supplemental Budget Resolution 18-001. Commissioner Runyon seconded the motion, which passes unanimously.}}

Agenda Item – Sheriff's Report and Position Request

Wasco County Sheriff Magill opens with his monthly report; he says it important for everyone to stay on the same page. Training for the new 911 radios will be starting this week. Annual service contracts are also being reviewed.

911 is working on the budget, there have been conversations about going back

to a 911 Board as well. Consolidation is also a concept that is being discussed; Chief Ashmore is working on a task force to decide how to move forward.

Community Corrections is trying to fill their two vacant positions. Bridges to Change is continuing to be very successful. Despite the unrest from the neighbors in the beginning, there was recently a letter sent to the editor of The Dalles Chronicle expressing the surprise at how great a success it has turned out to be. They are looking into another program through Bridges to Change that would give the opportunity to have housing for women and families.

The Sheriff's Office is down four positions from injuries and FMLA. Three sergeants are using FMLA and another deputy is out until the end of August but is on light-duty. The team is so shorthanded Sheriff Magill explains he had to put one of his narcotics officers on patrol. Additionally, there is a new training committee that is in full swing, this is a new committee so it is a big undertaking. Chris McNeel is beginning his transition to his new Codes Enforcement Position.

Sheriff Magill goes on to explain his department has another deputy that is in the background check process with another agency, which will create another opening. In other news, he has hired the National Testing Network to do all the pre-hire testing, which will cost about \$500 per new hire. This is a significant cost savings considering it usually costs from \$700 to \$1,000. The City of The Dalles and OSP use the same company for their testing and have had good things to say.

Sheriff Magill moves to his next topic; his desire to have a lateral deputy position opened. He is not asking to add an additional staff member, just to make one of the current openings a lateral position. A lateral position requires a minimum of three year's experience and that would significantly reduce the cost of on-boarding a new hire.

It will be more difficult to fill the position this way but Sheriff Magill believes the benefits are worth it. He explains when an agency hires a deputy they are responsible for the first three years of training. This would take the training time from four to six months.

Commissioner Runyon asked the Sheriff if there were specific qualities he was looking for in candidates to fill his vacant position. Sheriff Magill responded finding someone who was bi-lingual or a female would be ideal and valuable.

{{{Commissioner Runyon moved to approve the Sheriff's position request.

Vice-Chair Hege seconds the motion, which passes unanimously. }}

Agenda Item – HB2017 – ODOT Transit Funding Update

Ms. Theresa Conley from ODOT the Region 4 Transit Coordinator presents an update on funding for HB2017. Ms. Conley begins by discussing the STIF funding, and the new payroll tax to be added to it which consists of 1/10th of 1% on the dollar. Nearly all employees will be subject to this task, tribal member are not however.

Every agency will receive a minimum of \$100k a year and beginning in 2019 Wasco is estimated to receive \$500k. The funding flowing through Wasco County should be spent according to local processing. A committee would most likely need to be formed to decide on distribution. The only eligible parties for this money would be transportation entities.

The County will need to bring a list of projects to ODOT, and the committee should be set-up to review and advise on those funds and projects. Ms. Conley explains the Special Transportation Committee already meets the requirements.

Vice-Chair Hege asks where the rules are listed. Ms. Conley responds that ODOT is working through the rule-making process and more information can be found at www.oregon.gov/ODOT/RPTD/Pages/STIF.aspx. ODOT is also accepting public comments regarding this matter.

Ms. Conley continues to say they will use a formula plan that was adopted a year or two ago for the formula funds that will be available January 1, 2019. That plan will need to come up for review, it will be important to utilize things we already have in place. Mr. Stone expresses his opinion that the Transportation Committee should take on these responsibilities and that we shouldn't develop an additional committee. Mr. Stone and Commissioner Runyon sit on the Transportation Committee and he would rather not dilute resources.

The Board thanks Ms. Conley for her time.

Agenda Item – MCEDD – Transportation Agreement

MCEDD Executive Director Amanda Hoey presents the Board with a draft version of the MCEDD Transportation Agreement. This agreement is meant to be a replacement for the previous agreement with MCCOG. The agreement outlines MCEDD's intent to deliver services to seniors, low income individuals and the general public. County Counsel Kristen Campbell will take a look at some of the insurance language to be sure the Board is satisfied.

Mr. Stone offers his recommendation to the Board to approve the agreement with possible changes.

{{Commissioner Runyon makes a motion to approve the MCEDD Transportation Agreement along with possible changes to the insurance verbiage. Vice-Chair Hege seconds the motion, which passes unanimously.}}}

The term of the agreement is 2 years and will need renewal on June 30, 2019.

Ms. Hoey adds the transition of the transportation responsibilities from MCCOG has been moving smoothly. MCEDD is currently looking at opportunities that would bring in matching dollars for the STIF funds.

Agenda Item – Community Corrections Mobile Device Lease
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Community Corrections Manager Fritz Bachman addresses the Board explaining Community Corrections would like to join the remote device list that is being managed by State IT. Mr. Bachman explains his staff and himself are unable to access their calendars and email when away from the office. The State is getting together a mechanism to offer that access to rural counties. The devices themselves are acquired, managed and distributed by State IT. This IGA is to establish the ability to have that access and to lease the devices. In total, nine counties are involved in this agreement.

Each county would pay 1/9th of the cost of the lease. Then Community Corrections would pay a monthly fee estimated to be \$40 dollars a month. This would give Mr. Bachman's Dept. access to all their State resources.

Commission Hege questions why Community Corrections uses the State for their calendars, email and information access. Mr. Ferguson explains it would be a very large project to move them to County software but it can be done. Mr. Stone recommends Community Corrections continues to use the State for their access concerning the sensitive information.

Ms. Nichole Biechler questions who would be issued these mobile devices. Mr. Bachman states it would begin with himself only and eventually the other devices would be issued out to staff. The State has an approval process for each that is issued a device.

Mr. Stone points out Mr. Bachman will need to work with HR to get a signed Use Policy, and possibly a confidentially waiver.

{{Vice-Chair Hege moves to approve the agreement joint Counties and

State IT to lease mobile devices to gain access to State information. Commission Runyon seconds the motion. *Discussion occurs with instructions to Mr. Bachman to keep the devices to the most minimal possible. The motion passes unanimously.}}*

Agenda Item – Harding House Repairs and Jail Remodel

Facilities Manager Fred Davis addresses the Board in regards to the Harding House repairs and recently received bids. Considering the discussions during a January 11, 2018 work session, it is Mr. Davis' opinion to reject the bid that was received. Due to the cost being much higher than anticipated he thinks it is best to refocus on the jail space and move forward with utilizing the Harding House as-is.

{{Vice-Chair Hege makes a motion to reject all bids for the Harding House. Commissioner Runyon seconds the motion, which passes unanimously.}}

Mr. Davis' second request is to refocus his efforts on the jail space. He would like to treat it as a design-build project. He will also start to move into the Harding House.

{{Commissioners Runyon makes a motion to start searching for a contractor to discuss jail architecture and to also move into the Harding House. Vice-Chair Hege seconded the motion, which passed unanimously.}}

Agenda Item – Community Planning Assistance for Wildfires

Planning Director Angie Brewer presents to the Board in place of Senior Planner Will Smith. Ms. Brewer gives reference to Mr. Smith's background in Wildfire Prevention, which has been very helpful during this process. She goes on to explain Wasco County has a Community Wildfire Protection Plan and Mr. Smith currently has been using it to work closer with the fire department for grants and resources. Mr. Dan Hammel with MCF&R and Mr. Smith applied for a CPAW grant and have received it; Wasco County was one of only eight recipients across the country to do so. This grant helps provide assistance to the County by granting access to facilitators, mapping and training. The timeline for the grant is one year, although Ms. Brewer explains they can request an extension.

The assistance could be very helpful and, with no strings attached, a great opportunity. The County is not obligated to any matching funds or any other

obligations. The CPAW program will reimburse the County for travel and lodging costs for the training conference that will be needed.

The Board gives kudos to Mr. Smith for looking out for the County's needs and best interests. Ms. Campbell expresses no concerns with the agreement.

{{{Vice-Chair Hege moves to approve the CPAW grant agreement. Commissioner Runyon seconds the motion, which passes unanimously.}}}

Agenda Item – Tier 3 Grant Agreement and Application

Prevention Coordinator Debbie Jones with Youth Think presents to the Board. Ms. Jones explains the agreement she has brought before the Board is old news, as it took the State quite some time to get the contracts to her. She has discussed this grant agreement with the Board previously and has been working on it since July 2017.

The Community-Based Coalition Enhancement Grant is a grant that was received by Youth Think roughly 18 months ago. The grant focuses on 8th graders to expand social and emotional learning. Youth Think is looking to expand their current program with the help of this grant. This grant will help Youth Think to be more evidence based in their methods and help to tie into Ms. Molly Rogers work with youth crime prevention.

{{{Commissioner Runyon moves to approve the grant agreement, hearing no concerns from legal counsel. Vice-Chair Hege seconds the motion, which passes unanimously.}}}

Ms. Jones has a second request for approval to present to the Board. The second request is a Tier 3 grant application. This grant is a federal grant which she is still in the process of completing the application for. Ms. Jones explained she wanted to get a formal approval from the Board before continuing the process. She goes on to explain this grant is very similar to the STOP grant, to help combat underage drinking, which they did not receive. Instead of underage drinking, however, this grant is more focused on opiate abuse. The grant gives the County the potential to be awarded

Ms. Jones further informs the Board this grant would not require any matching funds and no additional staff would be required. This grant would greatly aid in growing resources and efforts to get in front of the youth opioid addiction.

{{{The Board reaches a consensus. They encourage Ms. Jones to continue on with the grant writing process. }}}}

Agenda Item – Columbia Gorge Fruit Growers Presentation

Mr. Mike Doke with Columbia Gorge Fruit Growers comes before the Board seeking a letter to oppose an OSHA imposed rule that requires worker housing to be vacated while spraying inside 150 ft. This is problematic for several reasons. He believes it heightens the chance of exposure if workers return too quickly. Spraying is usually done at night which would mean displacing hundreds of families in the middle of the night. As early as a year ago, public hearings were held and the consensus was those affected should use shelter-in-place while spraying is occurring. OSHA, examined that set back more even though 80 out 87 comments in Public Hearing favored shelter-in-place.

Mr. Doke has presented the Board with a form letter today. The letter is a form letter from Eugene to encourage them oppose the idea a vacating & approval of that 150 ft. set back while sheltering-in-place.

Mr. Bob Bennet, Hood River Commissioner addresses the Board stating Hood River has already submitted their letter of approval of 150 ft. There is no physical or scientific analysis to prove that vacating is more helpful to health.

Ken Polehn and Dean McAllister also speak in front of the Board and are encouraging to keep 150 ft. setback and shelter-in-place. Discussion continues to explain to the Board the many reasons and ways that stricter would hurt their farming and how vacating worker housing would displace workers in the early morning and cause far more problems.

{{The Commissioners come to a consensus to support and sign the letter opposing stricter setbacks and opposing changing to vacating workers rather than sheltering in place while pesticides are being sprayed. The Board encourages concerned parties to contact their new local legislator as well.}}

Agenda Item – Funding for Central Oregon Animal Friends

Mr. Steve Drynan attends the BOCC meeting to discuss funding for Oregon Animal Friends. Mr. Stone explains to the Board that the proposal is concerning the Home at Last Animal Shelter and the participation that Wasco County has in that shelter. Mr. Stone continued to speak to the Board and audience about the historic timeline of Wasco County's involvement.

Mr. Stone says there have been many stops and starts over the years with Home at Last. Many years ago Wasco County was asked by Home at Last to help start the organization. Wasco County agreed to help get the organization up and running which ended up with Wasco County substantially funding HAL, which had not

been the intent. So Wasco County and Mr. Stone made the necessary changes to get out of the animal control business. These things consisted of deeding the building to HAL and gave the City an animal control vehicle to use. Wasco County also offered the help of our youth work crews.

A few weeks ago Home at Last came to Ms. Julie Krueger and Mr. Stone asking for funding and said they had 2 weeks of operating cash and will be closing thereafter. There seemed to be an expectation that the City and the County would restart funding.

Years ago Mr. Drynan was the Director of HAL but decided to go to Central Oregon and has been running a successful shelter there for the last several years. When Mr. Drynan heard about HAL's current struggles, he came to Mr. Stone with a proposal to take it back over with Central Oregon Animal Friends. Mr. Stone explained it was not his decision but the HAL Board's but he would be happy to help get everyone to the table.

Just after New Year's, representatives from Central Oregon Animal Friends and HAL met to put a proposal together. The HAL Board met and approved the proposal and concept, it was all received well. Part of the proposal included both Wasco County and City of The Dalles giving a one-time payment of \$25k and Wasco County would re-deed the building and land to them just as they had done with HAL.

The City of The Dalles was presented the proposal as well. Again, all was received well, and the City agreed to make the one-time payment of \$25k contingent on the County agreeing to do the same. Mr. Stone's recommendation to the Board is to make one-time \$25k.

{{{Commissioner Runyon moves to approve the one-time payment of \$25k to the Central Oregon Animal Friends. Vice-Chair Hege seconds the motion, which passes unanimously.}}}

Agenda Item – Enterprise Zone Agreement
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Enterprise Zone Manager Mathew Klebes with the City of The Dalles presents his application packet with Barepoint by Astro. Mr. Klebes explains Holiday Inn Express will be building a new hotel on 6th street. This hotel, once complete will implement 40 new jobs to the area. The Powder Pure abatement is similar to this one. The new major components are wage requirements. A proposal can come before the commission at the end of the third year for sweat equity; community service fee would still have to be paid if not approved at that point. If they are able

to fulfill the wage requirements they will be able to get the exemptions at 3 years. If they are not able to meet the compensation for the whole 5 years they lose the abatement from 4 and 5 years. All Commissioners think everything sounds good.

{{(Vice-Chair Hege moves to approve the abatement agreement as proposed. Commissioner Runyon seconds the motion. The motion passes unanimously.)}}

Mr. Klebes will be sending out reporting reminders as needed.

<p>Agenda Item – Response to State Building Codes Request/Discussion/Decision</p>

Mr. Rex Turner is here representing the State Building Codes Division. Considering the compressed timeline of MCCOG dissolving, not receiving favorable responses to the proposal and the drop dead date being January 31, 2018 the State will be taking temporary assumption of the program. Wasco County has requested they take custody on February 1, 2018. The State has requested that we respond to the letter sent regarding a need for a specific time period for the assumption. Each individual County will need to respond to that letter separately and each County has 30 days.

Mr. Turner states he feels Wasco County was proactive in trying to reach an agreement with neighboring Counties but was unable to do so. The State understands the timeline was too tight for Wasco County to take over the program ourselves and the State will try to disrupt things as little as possible. Mr. Turner has advertised the available positions and contacted MCCOG employees to inform them of the positions as well. At least one employee from MCCOG is applying.

There may be a few changes as the staffing will be much smaller. Plans will probably have to go to Pendleton or Salem for review is the main difference. The State would like to do another meeting on February 1st or sometime at the end of January to allow the public to ask questions.

Mr. Chad Smith inquires if Mr. Turner has a grasp on the projects already going on. Mr. Turner assures him his staff will do everything they can to keep a steady pace with things already in the works.

Tim Brown is concerned the takeover date is only two weeks away. MCCOG is already struggling with inspections. What is the measure of holding up progress? Mr. Turner explains at the next meeting he will have contact information out for

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the State staff so everyone one in need of an inspection or is waiting for one has someone to check in with for timelines. Commissioner Runyon points out to the public; the State is offering the only solution. The major concern was to keep an office here and that was accomplished.

Mindy McHale states she doesn't understand why the County isn't taking over Building Codes. Mr. Stone explains we cannot skirt the appropriate processes for a situation like this. The County is doing its best to find a solution that makes everyone happy and is moving as quickly as possible.

Mike Warner who is speaking as a private citizen, not a contractor, would like to know if inspections will be available 4 days a week like last year. Mr. Turner is not able to answer that question currently. The electrical inspector is that will be supporting this office is out on leave right now. He will have to see how things progress.

Wayne Lease says the only problem is no one is reading the administrative rules and statute of limitations. In Oregon if you go get an electrical permit, the person who buys the permit has not been represented. If the fee is supposed to be used for the purpose that it was collected, the money belongs to the people. The Commissioners assure Mr. Lease there will be a public meeting. They also all agree that Mr. Lease's topic is not what is being discussed here today. Mr. Lease is welcome to come another time.

Tim Brown asks what the State law for inspection times is. Mr. Turner will have to follow up with that at the next meeting.

Mr. Stone assures everyone there will be an additional Building Codes meeting to further ask questions. Please watch on the Wasco County website for that date, there will also be a press release. Mr. Stone asks the Commission for direction in answering the State's letter. He tells the Board he is going to ask for a year.

Commissioner Hege expresses some concern about pushing it too far out and it not being on the front burner. He also wants to attempt to talk to the City and do this together. Mr. Stone adds that MCCOG will be closing out their books by early May.

Discussion Item: Forest Collaborative Appointments

{{Vice-Chair Hege moves to approve Appointment 18-001, Commissioner Runyon seconds the motion which passes unanimously. }}

{{Vice-Chair Hege moves to approve Appointment 18-002, Commissioner

Runyon seconds the motion which passes unanimously.}}

Consent Agenda

{{Vice-Chair Hege moves to approve the Consent Agenda which includes minutes. Commissioner Runyon seconds as presented and the motion passes unanimously.}}

Wolf Press Release

US Fish and Wildlife have been in contact with Commissioner Kramer and are willing to meet with the Board to help move forward with this new information. At least two wolves have been spotted in south Wasco County. ODFW will be working with growers and producers on non-lethal options of control. Commissioner Kramer will be looking at available funds for depredation.

Chair Kramer called the meeting to a close at 1:37 p.m.

Wasco County
Board of Commissioners

Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair

Rod L. Runyon, County Commissioner



AGENDA ITEM

Comprehensive Plan Updates

[STAFF REPORT](#)

[ORDINANCE 18-002 COMPREHENSIVE PLAN UPDATES](#)

[MOTION LANGUAGE](#)



PLANNING DEPARTMENT

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STAFF REPORT PLALEG-16-08-001

Amendments to the Wasco County Comprehensive Plan

Request:	<u>Amend the Wasco County Comprehensive Plan</u> <ol style="list-style-type: none">1. Change the format to align with Statewide Land Use Planning Goals2. Update policy and implementation strategies of Goal 1 and Goal 2 to reflect current practice and be consistent with state law.
Prepared by:	Kelly Howsley Glover, Long Range Planner
Prepared for:	Wasco County Board of Commissioners
Applicant:	Wasco County Planning Department
Staff Recommendation:	Adoption of the proposed amendments.
Hearing Date:	May 17, 2018
Procedure Type:	Legislative
Attachments:	Attachment A: Wasco County Comprehensive Plan Periodic Review Work Tasks 1 and 2 Overview Attachment B: Draft of Proposed Chapters 1 and 2 of Wasco County 2040 (Comprehensive Plan)

I. APPLICABLE CRITERIA

- A. Wasco County Comprehensive Plan Chapter 11: Revisions Process
 1. Section B: Form of Comprehensive Plan Amendment
 2. Section C: Who May Apply for a Plan revision
 3. Section D: Legislative Revisions
 4. Section H: General Criteria
 5. Section I: Transportation Planning Rule Compliance
 6. Section J: Procedure for the Amendment process
- B. Oregon Administrative Rules 660-025

II. SUBMITTED COMMENTS

As noted below, the proposed revisions were publically noticed and made available for public review. As of April 17, 2018 the Wasco County Planning Department has received no comments about the proposed revisions.

III. PUBLIC INVOLVEMENT

In addition to the hearings associated with this legislative process, which allows for public testimony and the ability to provide written comment, Wasco County has included the following additional measures to ensure the process is open to the public. Wasco County LUDO Section 2.080 provides public notification requirements for public hearings. Section 2.080 C. requires a notice to be published in the official newspaper for Wasco County (The Dalles Chronicle) 15 days for Planning Commission hearings and Section 2.080 D. requires a notice to be published in the newspaper 10 days before a hearing before the Board of County Commissioners.

A. Newspaper Notification

Citizen Advisory Session March 6, 2018:

Public notice for a Citizen Advisory Group meeting was published in The Dalles Chronicle on February 13, 2018, more than 20 days prior to the March 6th work session.

Planning Commission Hearing #1 April 3, 2018:

Public notice for Planning Commission Hearing #1 was published in The Dalles Chronicle on March 14, 2018, more than 20 days prior to the April 3, 2018 hearing date.

At the April 3rd hearing, the Planning Commissioners heard comments from three citizens. A notice of recommendation was sent to the participants on April 12, 2018.

Board of County Commissioner Hearing #1 May 2, 2018:

Public notice for the Board of County Commission Hearing #1 was published in The Dalles Chronicle on April 22, 2018, ten days prior to the May 2, 2018 hearing date.

Board of County Commissioner Hearing #2 May 17, 2018:

Public notice for the Board of County Commission Hearing #2 was published in The Dalles Chronicle on May 8th.

B. Information Available on Website

Information regarding the proposed amendments was placed on the Wasco County Planning Department Website¹ on March 16, 2018. If changes are made as a result of a publicly noticed hearing, the webpage will be updated to reflect such changes. At the time of publication of this document, the following information was made available:

- A listing of hearing dates, times and locations.
- Drafts of the proposed amendments
- Staff report describing the process and proposed changes
- A way to submit comments and concerns

¹ <http://co.wasco.or.us/departments/planning/index.php>

In addition, the Wasco County Comprehensive Plan website² has included several posts that have included the time and date of meetings and discussion of proposed topics. The information is also promoted on the Planning Department's social media channels³.

Results from the Planning Commission hearing were also updated into a blog post on the project website and dates of the BOCC hearing were posted on both the project website and the Wasco County website calendar.

C. Notification to Partners

An email notification of proposed amendments, progress on Periodic Review, and the legislative hearing was sent to the Periodic Review Assistance team⁴ and other Citizen Advisory Group identified stakeholders on March 16, 2018. The notification included links to the staff report, proposed amendments, and the opportunity to comment.

Notice of the Planning Commission's recommendation for approval and the advancement to the BOCC was sent to partners via email on April 12, 2018.

D. Notification to Community Notification List

During the initial outreach phase of Wasco County 2040, an email notification list was assembled to ensure key stakeholders and interested members of the public were notified of project milestones and opportunities to participate. Members of the public continue to have the opportunity to sign up for this list at any time on the project website⁵ or in person at any of the public hearings, work sessions or other events. They can also request to be put on the list via email, telephone, or in the Planning Department Office. Currently this list includes 66 interested parties from the community.

An email notification of proposed amendments, progress on Periodic Review, and the legislative hearing was sent to this notification list on March 16, 2018. The notification included links to the staff report, proposed amendments, and information on how to provide comment.

IV. FINDINGS

A. Wasco County Comprehensive Plan Criteria

1. Chapter 11 - Revisions Process

a. Section B – Form of Comp Plan Amendment

Amendments to the Comprehensive Plan include many forms and can either be legislative or quasi-judicial.

² www.Wasco2040.com

³ www.wasco2040.com, Planning Department Facebook and Twitter

⁴ Periodic Review Assistance Team is a DLCD assembled group of state agency partners and other stakeholders that serve in an advisory capacity over the course of the Periodic Review. They are state identified subject experts in a variety of topics that impact Comprehensive Plans.

⁵ <https://wasco2040.com/contact/>

FINDING: The request is for a legislative text amendment to policies and the format for Goals 1 and 2 of the Comprehensive Plan, as part of a broader Periodic Review work plan. Amendments include reformatting and edits to existing policy and implementation for both Goals.

b. Section C – Who May Apply for a Plan revision
Amendments to the plan may be initiated by the Wasco County Governing Body

FINDING: The Wasco County Board of Commissioners authorized the Wasco County Planning Department on October 5, 2016 to pursue Voluntary Periodic Review to update the Wasco County Comprehensive Plan.

c. Section D – Legislative Revisions
Legislative revisions include land use changes that have widespread and significant impact beyond the immediate area such as quantitative changes producing large volumes of traffic; a qualitative change in the character of the land use itself, such as conversion of residential to industrial use; or a spatial change that affects large areas or much different ownership. The Planning Commission and County Governing Body shall evaluate the plan as often as necessary to meet changes in the social, economic, or environmental character of Wasco County.

FINDING: The proposed text amendments to policies and format of the Comprehensive Plan are applicable to all properties governed by the Wasco County Comprehensive Plan and therefore the proposal is a legislative revision. The proposed amendments are part of a larger Periodic Review process approved by the Planning Commission, Board of County Commissioners, Department of Land Conservation and Development and the Land Conservation and Development Commission. To be accepted for Periodic Review, staff prepared extensive justification called a Plan Evaluation (See Attachment B) demonstrating the need for amendments to the Comprehensive Plan as a result of changes in the social, economic and environmental character of Wasco County.

d. Section H – General Criteria
The following are general criteria which must be considered before approval of an amendment to the Comprehensive Plan is given:

- 1). Compliance with the statewide land use goal as provided by Chapter 15 or further amended by the Land Conservation and Development Commission, where applicable.***
- 2). Substantial proof that such change shall not be detrimental to the spirit and intent of such goals.***
- 3). A mistake in the original comprehensive plan or change in the character of the neighborhood can be demonstrated.***
- 4). Factors which relate to the public need for healthful, safe and aesthetic surroundings and conditions.***
- 5). Proof of change in the inventories originally developed.***

6). Revisions shall be based on special studies or other information which will serve as the factual basis to support the change. The public need and justification for the particular change must be established.

FINDING: The proposed text amendments to policies and format of the Comprehensive Plan are intended to reflect current conditions and practices and will not substantially alter the Citizen Involvement or Land Use Planning Programs. The intent of the amendments is to make the policies and implementation methods consistent with State law and input received by property owners and community members during the 2017 visioning work. As evidenced in the substantive change summary section of this staff report, most proposed amendments will remove references to the 1983 Wasco County planning structure and replace it with language that clearly references best practices.

Wasco County has changed since 1983. The proposed amendments in this report do not reflect the correction of mistakes in the previous Comprehensive Plan language. Instead, they are an update that reflects the passage of time and change in conditions. Relevant to Goals 1 and 2, Wasco County moved from a regional focused “planning area” concept to a unified Planning Commission. This has been standard practice for several decades. In addition, population has increased and technology has significantly improved opportunities to better engage the public and solicit comment.

Work tasks 1 and 2 are part of a broader periodic review work plan and map to Goals 1 and 2 within the statewide Land Use Planning Program. Neither Goal has an inventory as part of the goal, policies or implementation strategies. References have been cited where relevant, including the Citizen Involvement Plan.

The proposed revisions to Goals 1 and 2 are intended to ensure compliance and consistency with state law and current conditions in Wasco County and are therefore consistent with statewide land use goals 1 and 2. In sum, the proposed amendments are consistent with the criteria of Section H.

e. Section I- Transportation Planning Rule Compliance

1). Review of Applications for Effect on Transportation Facilities – A proposed zone change or land use regulation change, whether initiated by the County or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with Oregon Administrative Rule (OAR) 660-012-0060 (the Transportation Planning Rule – “TPR”). “Significant” means the proposal would:

a). Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);

b). Change standards implementing a functional classification system; or

c). As measured at the end of the planning period identified in the adopted transportation system plan:

i. Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;

- ii. Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or*
- iii. Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or Comprehensive Plan.*

FINDING: Proposed revisions to Goals 1 and 2 do not have a direct or indirect impact on transportation facilities, the Transportation Systems Plan, or Transportation Planning rules. Given this information, the proposed amendments are consistent with the requirements of Section I.

Oregon Administrative Rules 660-025-0130

Submission of Completed Work Task

- 1). A local government must submit completed work tasks as provided in the approved work program or a submittal pursuant to OAR 660-025-0175 to the department along with the notice required in OAR-660-025-0140 and any form required by the department. A local government must submit to the department a list of persons who participated orally or in writing in the local proceedings leading to the adoption of the work task or who requested notice of the local government's final decision on a work task.***

FINDING: Consistent with requirements of OAR-660-025-0140, a notice was sent to DLCD on February 22, 2018 to inform them of the proposed April 3, 2018 hearing and subsequent hearings to adopt Work Tasks 1 and 2, pursuant to OAR 660-025-0175. As of the date of this report, staff has not received written comment or request for notification from the public on Work Tasks 1 and 2.

At the April 3, 2108 hearing, three participants gave oral testimony. The testimony did not address criteria and was related, more generally, to the larger Wasco County 2040 process. At such a time when written comment is received, it will be attached to the staff report and submitted to DLCD. Oral testimony is part of the record and will be submitted to DLCD with the minutes. In addition, staff will submit a list of all persons who participated in the process, in writing or orally.

In conclusion, the submission of completed work tasks has been executed in a manner consistent with OAR 660-025-0130.

- 3). For a periodic review tasks to be complete, a submittal must be a final decision containing all required elements identified for that task in the work program. The department may accept a portion of a task or subtask as a complete submittal if the work program identified that portion of the task or subtasks as a separate item for adoption by the local government. All submittals required by section 1) of this rule are subject to the following requirements:***
 - a). If the local record does not exceed 2,000 pages, a submittal must include the entire local record, including but not limited to adopted ordinances and orders, studies, inventories, findings, staff reports, correspondence, hearings minutes, written testimony and evidence, and any other items specifically listed in the work program.***
 - b). If the local record exceeds 2,000 pages, a submittal must include adopted ordinances, resolutions, and orders; any amended comprehensive or regional framework plan provisions***

or land use regulations; findings, hearing minutes; materials from the record that the local government deems necessary to explain the submittal or cities in its findings; and a detailed index listing all items in the local record and indicating whether or not the item is included in the submittal. All items in the local record must be made available for public review during the period for submitting objections under OAR 660-025-0140. The director or commission may require a local government to submit any materials from the local record not included in the initial submittal;

- c) A submittal of over 500 pages must include an index of all submitted materials. Each document must be separately indexed, in chronological order, with the last document on the top. Pages must be consecutively numbered at the bottom of the page.*

FINDING: The local record for Work Tasks 1 and 2 will not exceed 2,000 pages. Consistent with this requirement, submittal to DLCD will include the entire local record, including but not limited to the adopted ordinance and orders, studies, findings, staff reports, correspondence, hearing minutes, written testimony and evidence and any other relevant material. A copy of the record, when complete, will also be available for inspection at the Planning Department.

Attachment A
Wasco County Comprehensive Plan Periodic Review Work Tasks 1 and 2 Overview
PLALEG-16-08-0001

Documentation: The following is a summarized overview. While some substantive changes are being proposed, a significant amount of non-substantive changes are also proposed.

State of the Comprehensive Plan:

- A. **Purpose:** The main purpose of the Comprehensive Plan is to function as a visionary policy document with a 20 year horizon. The plan represents the desires of the citizens of Wasco County and provides generalized direction for development, preservation, the planning process, citizen involvement and numerous other elements related to land use planning. Due to frequent changes in circumstances, law, and the desires of the citizens of the county, the major components should be updated every five to ten years as needed. The Land Use and Development Ordinance includes the specific rules and regulations that are meant to implement this vision and amendments to it are required to be consistent with Comprehensive Plan language.
- B. **Prior Updates:** The existing Comprehensive Plan was acknowledged by the Land Conservation and Development Department in 1983. Major components of the document have not been updated since 1983, resulting in them now being out of date. Other portions have been updated but were done inconsistently and in some cases, the new language was never inserted into an amended document. In several instances, updates to the ordinance are now out of compliance with the Comprehensive Plan because of the lack of comprehensive updates. A more comprehensive update was initiated in 2009, but ultimately not completed or adopted. Staff has used some of the past findings and information in drafting the proposed updates.
- C. **Format:** The Comprehensive Plan is currently organized in a way that puts unrelated information in the same chapter and separates related information into multiple chapters. This has created significant difficulty for staff and the public to find information and utilize as the plan was intended. It also makes it more challenging to do updates to particular Goals or data sources, when new information is available.
- D. **Reformatting:** After a careful case study of other Oregon county comprehensive plans, the Citizen Advisory Group held several work sessions in 2015 and 2016 to discuss, among other issues, reformatting the Comprehensive Plan for increased use, transparency and readability. Based on those work sessions, staff was directed to compile and organize information in a manner that better aligned the plan to the Statewide Land Use Planning Goals.

1. **Oregon's Statewide Land Use Planning Goals:** The vast majority of the Comprehensive Plan language is tied to one of the State of Oregon's Land Use Planning Goals. Other than some introductory chapters, the entire Comprehensive Plan is being formatted so that each chapter corresponds to one of the applicable Goals. Each chapter will include all of the policies, findings, and inventories for the specific goal, in addition to any references and historical information.
2. **Format of Goal Chapters:** Each Goal related chapter will be formatted according to the following conventions:
 - a. Overview: A sentence to paragraph on the outlining the purpose behind the Goal and Wasco County policies.
 - b. Statement of Wasco County Goal and reference to Statewide Planning Goal
 - c. Any cross-references to other Goals
 - d. Policy Statements
 - e. Implementation Statements for each policy
 - f. Findings and reference section detailing any relevant findings and references.

Chapter by Chapter Overview of Proposed Substantive Amendments:

A. Chapter 1- Goal 1 Citizen Involvement

This new chapter maps to Goal 1 (Citizen Involvement) and includes existing, historical information about Citizen involvement in Wasco County, a brief overview of Citizen Involvement's purpose in Wasco County, an excerpt of Oregon's Statewide Land Use Planning Goal 1, policies, implementation strategies for each policy, and a new findings and references section.

1. **Historical Information:** The purpose of this section's inclusion is to help introduce some of the concepts and provide a historical reference for Wasco County's Citizen Involvement Program. Much of the historical information is taken directly from the Wasco County Citizen Involvement Program document (Appendix 1-B).
2. **Excerpt of Statewide Planning Goal:** Excerpt from the Oregon Administrative Rules on Goal 1 that outlines for staff and public the purpose of Goal 1.
3. **Wasco County's Citizen Involvement Goal:** This was reworded to map more directly to the State Goal.
4. **Policies:** The existing plan has three policies. The recommendation is to keep three policies but update them to more accurately reflect current policy and status, as well as the feedback gained from citizen input during the 2017 visioning process.
 - a. Policy 1: Current language "Improve the availability of all the residents in the County." Staff has combined that with existing Policy 3 "Encourage involvement of citizens and property owners in the land use planning process." Many of the implementation policies of the existing Policy 1 reference Wasco County's previous system of having five planning areas with separate planning commissions. The following changes are proposed for the implementation strategies for Policy 1:

- (1) Implementation Strategy “a.” states: *“Hold at least one Citizen Advisory Group Meeting per year. Other meetings shall be held as needed to inform the group of proposed changes in the Comprehensive Plan and other land use actions.”* This strategy is being removed from the Comprehensive Plan, because our Planning Commission has served as the Citizen Advisory Group for over a decade and consistently meets more than once a year. All Citizen Advisory Group information has been moved to Policy 2. The proposed language for Implementation “a.” describes the notification process as it relates to state law as well as the broader interest in notifying all citizens when Wasco County proposes changes have the potential to impact all community members. This also encapsulates information in Policy 3 Implementation Strategy A.
 - (2) Implementation Strategy “b.” currently references a planning areas system that has not been in effect for several decades. It states: *“The Chairmen of the planning areas shall be advised on all agency meetings or hearings on actions affecting land use.”* The proposed amendments replace this language with *“Provide for continuity of citizen participation in all phases of the planning process.”* This strategy will ensure that citizen participation is being carried out in a consistent and continuous manner.
 - (3) Implementation Strategy “c.” includes *“Make all pertinent land use information from all agencies available to the Citizen Advisory Group chairmen,”* a reference to Wasco County’s prior planning area system, and is not relevant to current practice. The proposed language states: *“Foster citizen involvement using a range of available media including mailings, emails, the website and social media, meetings, newspaper and radio.”* This reflects current practice and is important to support proposed language for Implementation Strategy “b.”
 - (4) Implementation Strategy “d.” states: *“Presentation information used to reach decisions in a simple and straightforward manner to help citizens comprehend the issues. When relevant, use the best available data to support information.”* This is an additional strategy to direct Planning Department staff and the Planning Commission for best practices on communication. During the Wasco County 2040 visioning outreach sessions, interest was expressed by the public that staff present data and other supporting information when available to help citizens make educated decisions.
- b. Policy 2: states *“A Citizen Involvement Program shall encourage the participation of citizens representing a broad cross section of the population.”* This existing language has been codified by both the Planning Commission and Citizen Advisory Group charters, and is reflected in Implementation Strategy “d.” for Policy 2. The new proposed language is *“The Wasco County Planning Commission shall be officially recognized Citizen Advisory Group (CAG).”* This has been standard practice for the Wasco County Planning Department; notice of this practice was sent to DLCD in 2010. The following changes are proposed for the implementation strategies for Policy 2:
- (1) Implementation Strategy “a.” Existing language relates to current Policy 2, and expands the policy: *“A diversified geographic and vocational cross-section of citizens*

will be encouraged to participate in Citizen Advisory Groups.” This policy has been incorporated into Implementation Strategy “d.”, and outlines the diversity and details of voting members consistent with state law. Similar language is also in the Planning Commission and Citizen Advisory Group charters. The replacement for Implementation Strategy “a.” is *“The Citizen Advisory Group has a separate charter, Chair and Vice-Chair to conduct meetings (Appendix 1-A).”* This implementation strategy is recommended to ensure the public and staff is aware of the existence of a separate charter and rules of conduct for the Citizen Advisory Group.

- (2) Implementation Strategy “b.” states: *“The Wasco County Planning Office shall provide clear and concise notice of the opportunities for citizen involvement.”* This current language has been incorporated into Policy 1. Proposed language states: *“The Citizen Advisory Group is a recommending body only.”* This is consistent with the Citizen Advisory Group body, state law and current practice and intended to make clear to staff and the public the CAG’s role.
 - (3) Implementation “c.” states: *“Encourage open attendance and participation by all people at Citizen Advisory Group meetings.”* This strategy is contained within Policy 1. The proposed new language states: *“The Citizen Advisory Group is a consensus oriented group.”* This language is in the charter and intended to clearly state for staff and the public how CAG’s drafts recommendations.
 - (4) Implementation Strategy “d.” does not have a fourth strategy under Policy 2. Staff is recommending that current Policy 2, Implementation Strategy “A” be expanded into Implementation Strategy “d.”, which specifically cites Oregon law for the requirements for CAG participants.
- c. Policy 3: Current policy is *“Encourage involvement of citizens and property owners in the land use planning process.”* This policy was moved to Policy 1. Staff is recommending a new policy which addresses the use of additional citizen advisory groups, which have been utilized in the past by Wasco County. The new language being proposed states: *“Where deemed appropriate, the Board of County Commissioners shall establish additional citizen advisory groups for specific planning topics and tasks.”* The following changes are proposed for the implementation strategies for Policy 3:
- (1) Implementation Strategy “a.” contains language that maps to previous policy and is encapsulated now in Policy 1. The proposed language to better support the new policy is: *“Citizen advisory group members shall be a cross section of affected citizens, groups, and agency representatives.”* This also reflects policy recommendations in Policy 2 and is consistent with state law.
 - (2) Implementation Strategy “b.” currently states: *“Notices of all Citizen Advisory Group meetings should be posted by the Wasco County Planning Office in the Wasco County Courthouse, at least two public places in each planning area, and shall be advertised in the newspaper of general circulation throughout the County.”* Standard practice and state law requirements have ensured Planning Staff provide public notice via mail, email, website, public postings and the newspaper. This strategy has been modified and put under Policy 1.

(3) Implementation Strategy “c.” is the existing third strategy for the involvement policy. It states: *“When revising or adopting the Comprehensive Plan there shall be a public hearing held with each Citizen Advisory Group that is affected by the proposed action.”* The implementation strategy reflects the previous planning areas system. Comprehensive Plan updates are required to be noticed to impacted property owners. The proposed third implementation strategy is further explanation of the goals of additional citizen advisory groups: *“The primary task of a citizen advisory group will be to assist planning staff in generating recommendations for amendments to the Wasco County Comprehensive Plan or Land Use and Development Ordinance.”*

d. Implementation Strategy “d. Staff is recommending an additional implementation strategy that addresses the need for resources to be allocated to project manage, facilitate and support additional citizen advisory groups. The proposed language states: *“Adequate funding for established citizen advisory groups shall be allocated on an annual basis through the county budget process.”* In the past, gaps with funding cause significant time lags in amending plans along with citizen advisory group recommendations. By adding this strategy, staff is recommending it be made clear to future staff – and the community – the costs affiliated with additional citizen advisory boards and groups.

5. **Findings and References:** To help provide some information about each of the policies, as well as some history, findings and references are provided at the end of the chapter.

B. Chapter 2 – Goal 2 Land Use Planning

This new chapter maps to Goal 2 (Land Use Planning) and includes a brief overview of land use planning in Wasco County, an excerpt of Oregon’s Statewide Land Use Planning Goal 2, policies, implementation strategies for each policy, and a new findings and references section.

1. **Excerpt of Statewide Planning Goal:** Excerpt from the Oregon Administrative Rules on Goal 2 that outlines for staff and public the purpose of Goal 2.

2. **Wasco County’s Land Use Planning Goal:** This was reworded to recognize our current land use planning processes and policies and their maintenance, rather than creation or development as expressed in the 1983 goal.

3. **Policies:** The existing plan has four policies. The recommendation is to keep four policies but update them to more accurately reflect current policy and status.

a. Policy 1: Staff is proposing to keep the same policy in the new document, as it references our Citizen Involvement Program and citizen involvement goals. Similarly, Implementation Strategies “a.” and “b.” are proposed to remain the same.

(1) Implementation Strategy “c.” is an addition recommended by Staff. It states: *“Copies of the Comprehensive Plan will be available for review at the Wasco County Planning Department and on the Wasco County’s website.”* The intent of this

addition is to clearly indicate to staff and citizens where they can access the Comprehensive Plan.

- b. Policy 2: No changes are proposed to policy 2. Implementation strategies are also proposed to remain the same, with the exception of b., where the language *“to the extent practicable”* is added to the statement.
- c. Policy 3: Staff is recommending no changes to this policy, but is recommending changes to the implementation strategies that support policy. The following changes are proposed for the implementation strategies for Policy 3:
 - (1) Implementation Strategy “a.” currently states: *“The Citizen Advisory Groups, in conjunction with the County Planning staff, shall conduct annual Comprehensive Plan review and evaluation.”* Because the “Citizen Advisory Groups” references the old planning areas structure, and an annual review is not consistent with practice or state recommendation, the new proposed statement is *“County Planning staff shall conduct periodic reviews and evaluations of the Comprehensive Plan.”*
 - (2) Implementation Strategy “b.” currently states: *“Plan review and amendment shall take place every two years or whenever significant changes in the social, economic, physical or environmental character of the County are evident.”* Staff proposes to replace this language with *“Plan review and amendment shall take place whenever significant changes in the social, economic, physical, or environmental character of the County are evident.”* This makes the language consistent with state recommendations and more realistic, given resource constraints.
 - (3) Implementation Strategy “c.” is proposed to be amended to remove the following statement: *“(This process is identical to the planning process employed for the initial development of the Comprehensive Plan)”* as it will no longer apply with the Periodic Review update and may be confusing to future staff or the public. The strategy will remain *“Plan review, evaluation, and amendment shall be carried out utilizing the revisions process as set forth in the Comprehensive Plan.”*
- d. Policy 4: No changes are proposed for Policy 4, as it maps to Goal 1. The following changes are proposed for the implementation strategies for Policy 4:
 - (1) Implementation Strategy “a.” currently states: *“Signs should be posted throughout the County to indicate permits are required.”* Staff is recommending its removal to reflect current practice, and defers to notification as indicated under Goal 1.
 - (2) Implementation Strategy “b.” states: *“Federal, State, County and City agencies should cooperate to simplify, combine and expedite permit application.”* An “s” is proposed to be added to “application”. Staff also proposes a second sentence to read: *“Staff will work with partner agencies and organizations to ensure timely coordination.”* Planning Commission recommended changing “will” to “shall” to require it of staff. This change was incorporated into the draft.

(3) Implementation Strategy “c.” is a specific implementation strategy that is no longer in practice. Staff recommends replacing it with a reference to Goal 1; Instead of *“Allow for local public input into the process of locating electrical corridors”* staff is recommending *“Allow for local public input into the planning process through Goal 1 policies and implementation.”*

(4) No change is proposed for the Implementation Strategy “d”.

4. **Findings and References:** To help provide some information about each of the policies, as well as some history, findings and references are provided at the end of the chapter.

C. An Appendix has been added for documents referenced in the Chapters of the proposed Comprehensive Plan text. This will be compiled with other chapters and ultimately be located in the last pages of the Comprehensive Plan.

Attachment B

Executive Summary

Opportunities for Public Involvement

The Wasco County Citizen Involvement Program (CIP) requires the Citizen Advisory Group (CAG) participate in the planning process. The CAG consists of members of the Wasco County Planning Commission, including alternates. During the course of the Comprehensive Plan Update planning process, the CAG developed a [charter](#) and rules to establish themselves, in keeping with CIP, as a consensus body making recommendations to the Planning Commission. The CAG has a separate chair and vice chair.

The Planning Commission has been working with Planning Department staff on developing a long range work plan since 2015. This work has been done over the course of several work sessions at publicly noticed hearings. Included in these discussions were options to update the Comprehensive Plan through a Post Acknowledgment Plan Amendment or Voluntary Periodic Review ([July 7, 2015](#); [March 1, 2016](#); [June 7, 2016](#)). The Planning Commission ultimately opted to proceed with asking to enter Voluntary Periodic Review, and monthly work sessions between June 2016 and January 2017 were devoted to preparing to address criteria, develop a tentative work plan, and design a public participation process.

Following Wasco County's request to enter Voluntary Periodic Review at the Land Conservation and Development Commission meeting on January 26, 2017, work sessions that followed included preparing the process and public involvement pieces. In March of 2017, the Wasco County Planning Department sent a public notice to all property owners in Wasco County, as required by Measure 56, informing the public of a number of changes to plans and ordinances upcoming for Wasco County, including Wasco County 2040 (Comprehensive Plan Update).

On April 11, 2017 a public meeting was held, as indicated in the Measure 56 notice, to educate residents and business owners about the proposed changes. At this time, the Wasco County Planning Department also launched a Wasco County 2040 website as one tool for continuing to encourage participation in the update process, advertise upcoming events and workshops, provide opportunities for comment, and post information relevant to the update.

At the end of the visioning events, on October 3rd, 2017, a public meeting and hearing was held to finalize the work plan. The public was noticed and provided details related to Periodic Review, and offered the opportunity to submit work tasks before the Planning Commission approved the work plan.

Periodic Review Evaluation Survey Checklist

Factor 1: There has been a substantial change in circumstances including but not limited to the conditions, findings, or assumption upon which the comprehensive plan or land use regulations were based, so that the comprehensive

plan or land use regulations do not comply with the statewide planning goals relating to economic development, needed housing, transportation, public facilities and services and urbanization.

1. What new information affecting the comprehensive plan has not yet been incorporated into the plan?

- Public and private forestry harvests peaked in the 1980's in Wasco County and have since declined. The decline has resulted in the closure of several timber mills, subsequent job losses, and a high level of disinvestment in several rural communities. Many of the current restrictions in Wasco County forest zones and the zoning of our rural communities are directly tied to the assumption of a robust forestry economy. More than twenty five years after peak timber harvest , Wasco County needs to evaluate whether restrictions and zoning predicated on commercial scale logging will support economic growth and prosperity for the future.
- In 2007, federal timber receipts reduced from 2 million to \$100,000, effectively eliminating the primary funding stream for Wasco County Public Works . Many of the zoning decisions, policies and strategies in the Comprehensive Plan were predicated on a stable, well-funded public roads system that can support agricultural, forestry and residential transportation. With 98.6% of our non-National Scenic Area lands in resource zones, and much of that land in a tax deferral program, Wasco County general fund is currently unable to subsidize transportation funding gaps. While the road fund continues to be an area of concern, added pressures from statewide initiatives like emergency response and resiliency planning needs, agriculture tourism, recreation tourism, scenic bikeway designations, special events on public lands and roads, and improved transportation technology further compound need to maintain and upgrade aging infrastructure.
- Update Goal 12 policies to align with the Wasco County Transportation Systems Plan (2009) and reference the TSP as the primary policy and implementation document.
- When the Comprehensive Plan was adopted, Wasco County had several different agricultural zones that permitted 20 and 80 acre minimum parcel sizes. The Wasco County Comprehensive Plan Zoning Map and Land Use and Development Ordinance have subsequently been updated to reflect changes to state law in minimum parcel size. In addition, Wasco County adopted a Go Below Exclusive Farm Use (EFU) zone in 1998 to support intense orchard agricultural operations in lands south of The Dalles. Although significant changes to minimum parcel size have transformed current planning regulation, the Comprehensive Plan has not been updated to support a strategic vision for EFU lands. As a result of this incongruence, there is a lack of clarity for property owners seeking land divisions; more significantly, and to the detriment of the whole county, there is a lack of actionable policies and implementation tools that speak to our specific challenges and opportunities.
- Demands on water resources and the impact of climate change have resulted in crisis or near crisis for many parts of the county. This includes the reduction of forage for grazing, reductions in irrigation, development and use restrictions in incorporated communities due to shortages or low aquifer levels, an increased risk of wildfire, and concerns from emergency response providers who rely on large quantities of water for combating a variety of incident needs.
- Since 1983, many state regulations outside of the land use planning system have changed processes, notification requirements, and permits for external agencies that may be tied or related to our review process. The Wasco County Comprehensive Plan does not reference all of the appropriate inventories or regulatory agencies, which has resulted in inconsistent reviews or public notices and a lack of transparency to our community.

2. What changes in local goals or objectives have occurred since adoption of the comprehensive plan that require amendments to the plan or implementing ordinances (e.g., changes in economic opportunities or the transportation system)?
 - a. Are there new community goals or objectives (or changes to existing ones) that need to be addressed in the comprehensive plan?
 - Based on our visioning outreach work, the community has expressed interest in exploring agri-tourism and recreation opportunities. Staff also received significant feedback that the zoning regulations, particularly as they relate to EFU minimum parcel sizes, need to be reevaluated to allow for more flexibility and development. The work plan identifies that both these potential policy and implementation changes need further public input before being incorporated into the final plan.
 - Most of our County is concerned about water and would like to see our land use planning program demonstrate a clearer and more strategic nexus between water resources and development. We are recommending development of a separate water conservation plan that might inform standards, and be connected to work done by the Oregon Water Resources Department and our Soil and Water Conservation District.
 - b. Are there goals, objectives or policies in the comprehensive plan that are no longer applicable and should be deleted or amended?
 - References to the former Columbia River Gorge Environmental Protection District, which has been replaced by the federal National Scenic Area program, should be removed. References should now direct staff and public to the Columbia River Gorge Commission Management Plan and National Scenic Area Land Use and Development Ordinance for Wasco County.
 - Update Goal 13 policies based on new state law, changes to our LUDO and input from the public. We also need a recommendation to revise our LUDO to include commercial scale photovoltaic facilities.
 - Remove references to the Historical Landmarks Commission and amend to be consistent with current practice.
 - c. Have all the plan policies that obligate your jurisdiction to implement specific provisions in the future been carried out (e.g., a policy to complete planning for a wildlife habitat when more complete inventory information is available?) If not, what additional planning work needs to be carried out in periodic review?
3. What major activities or events affecting land use have occurred that were not anticipated in the plan, but necessitate updating the plan? For example, did a major new employer site in your county, with unanticipated effects on roads, farms, and forest uses, or demand for rural services?
 - The National Scenic Area (NSA) removed a portion of the County from state rules and placed into federal rules. Although Wasco County is the implementer for the federal land use regulations, there are differences between the NSA and regular County programs that are not identified or made transparent in our Comprehensive Plan. Most significant are some of the impacts to Goal 14, or UGB expansion for our main city, The Dalles.
 - Significant loss of funding for our transportation network as a result of severe decline of timber receipts; in 2007, federal timber receipts reduced from 2 million to \$100,000, effectively eliminating the primary funding stream for Wasco County Public Works. Many of the zoning decisions, policies and strategies in the Comprehensive Plan were predicated on a stable, well-funded public roads system that can support

agricultural, forestry and residential transportation. With 98.6% of our non-National Scenic Area lands in resource zones, and much of that land in a tax deferral program, Wasco County general fund is currently unable to subsidize transportation funding gaps. While the road fund continues to be an area of concern, added pressures from statewide initiatives like emergency response and resiliency planning needs, agriculture tourism, recreation tourism, scenic bikeway designations, special events on public lands and roads, and improved transportation technology further compound need to maintain and upgrade aging infrastructure.

4. Do the farm and forest elements of the comprehensive plan need to be updated?

a. Does new information on national, state, or local trends show any changed circumstances since the plan was last updated? Does the new information need to be incorporated into the plan?

- Results from significantly diminished logging activity since the 1990s, and national, regional and local trends that seem to support continuation of at least some of those circumstances necessitate an update to economic development and forest lands policies that are based on the assumptions of forestry and logging as a main economic activity in Wasco County.
- Statewide and local trends (and concerted efforts towards) agri-tourism require Wasco County adopt strategic policy related to agri-tourism allowances in EFU. We are also seeing a demand for other types of value added ag, and some alternative approaches to address difficulties with succession planning and ageing farmers.

b. Has there been a change in your community's assessment of the types of farm and forest activities that are most likely to develop in your area?

- When the Comprehensive Plan was adopted, Wasco County had several different agricultural zones that permitted 20 and 80 acre minimum parcel sizes. The Wasco County Comprehensive Plan Zoning Map and Land Use and Development Ordinance have subsequently been updated to reflect changes to state law in minimum parcel size. In addition, Wasco County adopted a Go Below Exclusive Farm Use (EFU) zone in 1998 to support intense orchard agricultural operations in lands south of The Dalles. Although significant changes to minimum parcel size have transformed current planning regulation, the Comprehensive Plan has not been updated to support a strategic vision for EFU lands. As a result of this incongruence, there is a lack of clarity for property owners seeking land divisions; more significantly, and to the detriment of the whole county, there is a lack of actionable policies and implementation tools that speak to our specific challenges and opportunities.
- Since the 1983 plan, forestry and logging have experienced significant declines. Logging was identified as a key economic development strategy, and given the significant changes that are no longer viable. In many cases our forest zones contain watershed lands that should continue to be preserved, but there are significant frustrations with landowners who feel that is not transparent nor identified in the Comprehensive Plan.
- Since passing Cannabis regulations, we have seen development of production and secondary processing facilities in the County in areas that are more remote or underserved by public facilities and services. We also have significant public interest in developing specialty crops in an area of the county that was previously dominated by alfalfa or hay or CRP.

c. Is there adequate protection for farm and forest land in your plan?

- During our Countywide visioning work, many residents expressed concern that without more flexible allowances for agricultural lands, including value added ag opportunities, a portion of the land will continue to be converted to large non-farm residential estates.

d. Is your plan out of date regarding the inventory of farm and forest lands?

- The plan references old minimum parcel sizes and inventory data that is out of date. In some cases the information is more than 40 years old.

e. Has your community lost viable farm and forest lands through rezonings for other uses?

- We have not had significant upzoning since 1983, although we did adopt some non-resource lands in the 1990s. We did lose a significant portion of land during the creation of the National Scenic Area which includes some of our most high value farm and forest lands. While much of this is protected under the federal regulations from significant conversion, our plan still needs to address the data suggesting much of the balance of farm and forest land trends towards Class VII and VIII soils and is non-irrigated, making even grazing activity limited.

f. What plan or regulatory amendments are needed to respond to changes in circumstances?

- Most of the references to other organization plans (particularly within Goal 5) are outdated and refer planners/residents to documents which no longer exist.
- Our Wild and Scenic river protections were adopted in anticipation of the identification. This has resulted in some conflicting rules in the Comprehensive Plan and Land Use and Development Ordinance, which in turn have resulted in some litigation and policy interpretations which deserve review.
- Our community would like to explore the new potential for agri-tourism activities on EFU lands.

Factor 2: Decisions based on acknowledged comprehensive plan and land use regulations are inconsistent with the goals relating to economic development, needed housing, transportation, public facilities and services and urbanization.

1. Are land use decisions made according to your acknowledged comprehensive plan and land use regulations achieving the purpose and intent of Statewide Plan Goals 3, 4, 12 and 14?
 - a. Have prospective employers passed over the county because permitting procedures were too onerous or because approved plan changes have reduced or eliminated opportunities for commercial farm or forest uses?
 - b. Have developments permitted by your plan and code exceeded the capacity of transportation facilities?
2. Are any of your implementation measures inadequate to carry out the policies of the comprehensive plan relating to transportation, public facilities and services, and urbanization? For example, do your rural zones permit uses or densities that overburden water supplies? Has your jurisdiction adopted a transportation system plan, but no implementing ordinances adequate to carry out the plan?
 - Our rural services areas were developed at densities that have created some serious problems related to sanitation and in some cases are now ineligible for redevelopment, further limiting housing or economic development. The County is looking in to potential municipal water and sewer systems, which would require a Goal 14 exception, to ensure properties within these rural residential and rural commercial zones are able to be redeveloped to meet housing and economic development needs. We also need to evaluate the potential need to expand or contract rural service area boundaries to make adjustments for water and sanitation, as well as housing or public facilities and service needs.
 - Our Rural Fire Protection Districts are predominantly volunteer run, with a high average age range of volunteers. This is particularly problematic for Rural Fire Protection Districts that are adjacent to significant

recreations sites, including federal and state owned parks, as visitor numbers continue to increase with little to no subsidize for our first responders. We have adopted robust regulations for addressing wildfire concerns including mitigation strategies, but do not currently have similar mitigation strategies for other life safety issues including visitors or residents getting lost, injured or death. This issue is particularly critical when considering expanding recreation or tourist activities in underserved parts of the county, and should be addressed in policies and with some additional implementation tactics.

Factor 3: There are issues of regional or statewide significance, intergovernmental coordination, or state agency plans or programs affecting land use which much be addressed in order to bring comprehensive plans and land use regulations into compliance with the goals relating to economic development, needed housing, transportation, public facilities and services and urbanization.

1. Is the level of coordination between the country and cities within the county, special districts and state and federal agencies adequate to implement the comprehensive plan effectively? Do your urban growth boundary management agreements and/or urban service agreements need to be updated?
- Although not required based on statute, most of our Joint Management Agreements are several decades old and in need of updates. We have heard from several incorporated cities that they would like to reevaluate the joint management as the current system has created some development hurdles, including but not limited to managing Goal 5 resources that extend into City Urban Growth Areas. We also need to more clearly identify the policy related to JMAs in the Comprehensive Plan.
2. What regional or state plans, programs or issues affecting land use may call for amendments to the comprehensive plan in order to bring your plan and land use regulations into compliance with the statewide planning goals related to economic development, housing, public facilities and services, transportation and urbanization?
 - a. Have you contacted appropriate state agencies to participate in your periodic review process?
- During our vision work phase, we reached out to Citizen Advisory Group identified stakeholders including state, regional and local agencies to participate and provide initial feedback. We are continuing to reach out to partners on an ad hoc basis, and will be looking to tap subject experts as we work on specific work tasks.
 - b. Has a state agency notified you of an adopted plan or program affecting land use that needs to be addressed in your plan? If yes, what is the plan or program.
- We are aware of several updates or new plans that have not been incorporated into the Comprehensive Plan and/or Land Use and Development Ordinance as reference. Specifically, notification concerns with development in the State Wild and Scenic Rivers, DSL wetland development or modification, and new plans for several of our watersheds. We are also aware of the work currently being conducted by the Oregon Water Resources Department and want to incorporate that into the plan in way that will help to maintain and protect our water resources.
- We also need to clearly reference the National Scenic Area, including the Management Plan and Land Use and Development Ordinance, for that portion of our county and remove references to a historic environmental protection district.
- Oregon Department of Fish and Wildlife, in our initial conversation, also informed us that there may be some amendments to boundaries of our environmental protection districts, including the Big Game Habitat and Sensitive Pond Turtles.

Factor 4: The existing comprehensive plan and land use regulations are not achieving the statewide planning goals relating to economic development, needed housing, transportation, public facilities and services and urbanization.

2. What local issues related to economic development, needed housing, transportation, public facilities and services and urbanization would you like to address within your periodic review work program?

- Exploring incentive based approaches to implementation, including possibly leveraging TDR program to locate farm labor housing or other seasonal housing in rural service areas or in cities.
- Our community would like more flexible minimum parcel sizes with EFU. We have some provisions that allow for 80 acre minimums on high value farmland, but it may be worthwhile exploring this option for high value crops.
- Our rural service boundaries are problematic, including some split zoned parcels, and due to some serious infrastructure problems. We would like to explore the feasibility of changing the boundaries to encourage more economic development and housing opportunities.
- Our Joint Management Agreements with our incorporated areas are over 30 years old. These need to be updated.

a. Has your jurisdiction been successful in complying with the statutory 120 day time limit for final action on development permits? If no, what has been the cause of delays?

- When we are staffed appropriately, we have been successful with the 120 day time limit. After the recession, with minimal staff, we had a few cases of Writ of Mandamus due to over long reviews. We also have the added pressure of administering a federal program, with longer and more complicated staff reports, that often generates significant work for staff. We are evaluating ways to improve the balance between the through data collection and analytics. It may be useful to explore this as another method for citizen involvement to increase transparency.

b. Do you feel your plan and land use regulations are difficult to implement? Should steps be taken to streamline the plan, zoning ordinance, and permit process?

Statutes and Rules Effective at Periodic Review: Local governments are required to update their plans and zoning ordinances as necessary to comply with the following statutes and rules. Do your plan and zoning ordinance comply with these provisions?

1. OAR chapter 660, division 13 -- Airport Planning.

- We need to reevaluate to ensure we comply. We have some additional complicating factors (a main airport across the river in another state) and a high volume of drone flying that will likely necessitate future work.

2. OAR chapter 660, division 23

- We do have several inventories that require updating including aggregate resources and historic resources.
- We may need significant revisions to some of our rules depending on the NFIP BiOp and RPA outcomes.

3. ORS 195.060-195.085 – Urban Service Agreements

Our Joint Management Agreement with The City of The Dalles is the most up to date (1997) and complies with ORS 195.060-195.085. The other JMAs (although not required) are more out of date. We proposed to update them during Periodic Review.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE WASCO COUNTY PLANNING COMMISSION'S REQUEST TO APPROVE PROPOSED PERIODIC REVIEW LEGISLATIVE AMENDMENTS TO UPDATE THE LAND USE AND DEVELOPMENT ORDINANCE RELATED TO CITIZEN INVOLVEMENT AND LAND USE PLANNING GOALS, CHAPTERS 1 AND 2 OF WASCO COUNTY 2040, THE COMPREHENSIVE PLAN (FILE NUMBER PLALEG-16-08-0001)

ORDINANCE # 18-002

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

WHEREAS, the Wasco County Planning Commission and the Wasco County Board of Commissioners directed the Wasco County Planning Department to pursue Voluntary Periodic Review to update the Wasco County Comprehensive Plan on 5 October 2016; and

WHEREAS, Wasco County entered Periodic Review on 20 February 2018 with approval from the Department of Land Conservation and Development's (DLCD) approval of a work plan; and

WHEREAS, the first two work tasks on the work plan were to make amendments to goals 1 (Citizen Involvement) and 2 (Land Use Planning) to make the language consistent with current Wasco County Planning Department practice and state law and reformat them in to the new Wasco County 2040 (Comprehensive Plan) format; and

WHEREAS, each Periodic Review tasks is approved and submitted to DLCD after completion for acknowledgment; and

WHEREAS, the Wasco County Planning Department sent notification to DLCD pursuant to ORS 197.610 on 28 February 2018; and

WHEREAS, all property owners were sent notice of proposed Periodic Review update to the Comprehensive Plan in March 2017; and

WHEREAS, that on 3 April 2018, at the hour of 3:00 PM at the Lecture Hall in Building 2 of the Columbia Gorge Community College the Wasco County Planning Commission held the first legally notified public hearing to review recommendations by staff and the advisory group, background information, and receive public testimony on work tasks 1 and 2. The Planning Commission then closed the public hearing and with a vote of 5 to 0, with two members absent, recommended approval to the Wasco County Board of Commissioners; and

WHEREAS, that on 2 May 2018 at the hour of 9:30 AM at the Wasco County Courtroom #302, located at 511 Washington St, The Dalles, Oregon, the Wasco County Board of Commissioners met to conduct the first of two legally notified public hearings on the above matter. The Board of County Commissioners reviewed recommendations by the Wasco County Planning Commission, staff's presentation, and received testimony from the public. The Board of County Commissioners tentatively approved the amendments; and

WHEREAS, that on 17 May 2018 at the hour of 2:00 PM at the Wasco County Courtroom #302, located at 511 Washington St, The Dalles, Oregon, the Wasco County Board of Commissioners met to conduct the second of two legally notified public hearings on the above matter. The Board of County Commissioners reviewed recommendations by the Wasco County Planning Commission, staff's presentation, and received testimony from the public. The Board of County Commissioners, by a vote of 3-0, approved the amendments and conducted the second reading, recommending submittal to DLCD; and

NOW, THEREFORE, IT IS HEREBY ORDERED: That the request by the Wasco County Planning Department for a legislative amendment to the Wasco County Comprehensive Plan, to be renamed Wasco County 2040, in conjunction with Periodic Review work plan tasks 1 and 2 is hereby approved; and

WHEREAS, Pursuant to Oregon Administrative Rules 660-025-0130, submission of a completed work task is required to DLCD for acknowledgment as part of Periodic Review, and once the work tasks are acknowledged they will be effective.

DATED this 17th day of May, 2018.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Rod L. Runyon, Commission Chair

Steve D. Kramer, County Commissioner

Scott C. Hege, County Commissioner



MEMORANDUM

SUBJECT: Ordinance Updating Comprehensive Plan

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 5/9/2018

ORDINANCE 18-002: I move to approve Ordinance 18-002 in the matter of the Wasco County Planning Commission's request to approve proposed periodic review legislative amendments to update the Land Use and Development Ordinance related to citizen involvement and land use Planning goals, Chapters 1 and 2 of the Wasco County 2040, the Comprehensive Plan (File Number PLALEG-16-08-001).



AGENDA ITEM

Youth Services – Grant Application (Seeking Consensus)

[INTRODUCTORY EMAIL](#)



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

Upcoming BOCC Meeting

1 message

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

Tue, May 8, 2018 at 3:01 PM

Good Afternoon Kathy,

I have two items for the upcoming BOCC meeting.

1) Application approval for the following grant. I will have a project description and more information at the meeting.

OJJDP FY 2018 Second Chance Act Ensuring Public Safety and Improving Outcomes for Youth in Confinement and While Under Community Supervision

Due: May 24, 2018

Eligibility

This solicitation will provide funding for the following categories:

Category 1: Implementing Evidence-Based Substance Abuse and Mental Health Treatment Services. Eligible applicants are limited to states (including territories), units of local government, and federally recognized tribal governments as determined by the Secretary of the Interior. Mandatory Certification: This category provides for the treatment and reentry services of youth in confinement with co-occurring substance abuse problems and mental health disorders who are returning to the community from incarceration. All applicants must certify by completing the Statement of Assurance Form in Appendix C that any treatment program proposed in the application is or will be clinically appropriate and will provide comprehensive integrated treatment for substance abuse problems and mental health disorders. Applicants must provide official documentation that all collaborating service provider organizations are in compliance with all applicable requirements for licensing, accreditation, and certification, including state, local (city and county), and tribal requirements. If provider organizations are not yet known, this information.

2) Letter explaining Conflict of Interest and Request for Proposals supporting the emotional literacy project through YouthThink.

Thanks,
Molly

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Molly Rogers | Director



AGENDA ITEM

Youth Services - Emotional Literacy Project

[INTRODUCTORY EMAIL](#)

[LETTER ACKNOWLEDGING CONFLICT OF INTEREST](#)



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

Upcoming BOCC Meeting

1 message

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

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Thanks,
Molly

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Molly Rogers | Director



BOARD OF COUNTY COMMISSIONERS

511 Washington St, Ste. 101 • The Dalles, OR 97058
p: [541] 506-2520 • f: [541] 506-2551 • www.co.wasco.or.us

Pioneering pathways to prosperity.

Oregon Department of Education
Youth Services Division
255 Capitol Street NE
Salem, OR 97310

May 17, 2018

Re: Conflict of Interest Statement

The Department of Youth Services has completed a Request for Quotes (RFQ) for materials relating to the emotional literacy program implemented through its YouthThink division. The RFQ was posted March 22, 2018 on the Department website, on the Public Notices Board, and on a statewide ListServ with subscribers in the field of prevention all across the State. By the April 6, 2018 deadline for submission the Department of Youth Services at 202 East Fifth Street received one response. The postings for the RFQ referred all inquiries to Youth Services Department Director Molly Rogers.

Anticipating a potential Conflict of Interest for Prevention Specialist Debby Jones, all submissions were submitted to the Juvenile Justice Division. The conflict arises as Ms. Jones has financial interest in Toddlers 2 Teens, a business submitting a response to the RFQ. Ms. Jones was removed from any review or decision based on the Conflict that exists based on her business interest.

On April 6, 2018, Ms. Rogers reviewed the only submission and request to accept the Quote for materials and supplies. Ms. Rogers received two additional inquiries from outside partners. One requested that any responses be forwarded to their agency as they are interested in creating a program and the other response recommended a website that may provide additional information.

Ms. has declared her Conflict of Interest, and we acknowledge her statement. Based on an open process and limited response the Wasco County Board of Commissioners supports the Department of Youth Services in moving forward with the purchase of the materials needed to fulfill the emotional literacy programming from Toddlers 2 Teens.

Respectfully,

Chair Steven D. Kramer
Wasco County Board of Commissioners



AGENDA ITEM

Transportation Update

[MCEDD MEMO](#)



MEMORANDUM

Date: May 8, 2018

To: Wasco County Board of County Commissioners

From: Jessica Metta, Mid-Columbia Economic Development District Deputy Director

Re: Request for Support to Submit Transportation and Growth Management Grant for Wasco County Transit Development Plan

Requests

1. Authorize an application from Wasco County, prepared by Mid-Columbia Economic Development District (MCEDD), to the Oregon Department of Transportation (ODOT) Transportation and Growth Management Program in support of developing a Wasco County Transit Development Plan.
2. Submit a letter or resolution of support for the application.

Background

ODOT offers annual grants through the Transportation and Growth Management Program to support transportation and land use planning in Oregon. In 2016, The Dalles Transportation System Plan included development of a Transit Feasibility Study for Wasco County's largest city. Since then, public transit operations in Wasco County with the LINK Transportation Network transitioned to a new operator (MCEDD) and the Statewide Transportation Improvement Funds (STIF) were created with House Bill 2017. With new management and increased transit funding coming to Wasco County, MCEDD seeks to build off The Dalles Transit Feasibility Study to create a full Transit Development Plan, providing short- and long-term strategic guidance to transit providers in Wasco County for the provision of transit services, operational and capital expenditures, and coordination with Columbia Gorge regional transit providers over the next 20 years.

In consultation with ODOT staff, it was recommended that Wasco County be the applicant rather than MCEDD. MCEDD staff would take on full grant application development, grant administration and reporting duties. Wasco County will have a minor role as the pass-through entity for financial transactions and verification.

The application is due June 8, 2018. Awards will be announced in August. MCEDD would be seeking to use the STIF dollars allocated to Wasco County for the required 12% grant match. An initial consultant estimate for this study suggests a cost of around \$95,000. There are no Wasco County funds needed for this project as it would be all covered by grant sources, if approved.



AGENDA ITEM

Enterprise Zone Redesignation

[STAFF MEMO](#)

[STAFF REPORT](#)

[RESOLUTION 18-007 REQUESTING STATE DESIGNATION OF ENTERPRISE ZONE](#)

[MOTION LANGUAGE](#)

Memorandum

Date: May 4, 2018
To: Wasco County Board of Commisisoners
From: Carrie Pipinich, EDC Staff and Matthew Klebes, City of The Dalles Staff
Re: Wasco County Joint Enterprise Re-Designation

The current iteration of Dalles/Wasco County Enterprise Zone sunsets on June 30, 2018. It has been managed by The City of The Dalles and has focused on developments in that community. Over the last six months, staff from the Wasco County Economic Development Commission (EDC) and City of The Dalles have been working closely with representatives from the Cities of Dufur, Maupin, and Mosier and Wasco County to explore opportunities to bring this tool to other communities during the re-designation process.

Attached is are:

- Attachment A: Agenda Staff Report Provided to the City of The Dalles that outlines the process staff has gone through with each community's representatives to develop the proposed zone, and how the proposed zone would be managed.
- Attachment B: Proposed Enterprise Zone Maps.
- Attachment C: Notes from the consultation meetings with taxing districts impacted by the proposed zone.

Each relevant City, County, and Port must sponsor or consent to the formation of an Enterprise Zone. Sponsors of an Enterprise Zone can only be Cities, Counties, and Ports. Each sponsor is required to adopt substantially the same resolution for the joint application. Sponsoring jurisdictions will include Wasco County as well as each City with property in the proposed zone. The Port of The Dalles has expressed a desire to be a consenting jurisdiction.

After review of the attachments, staff is requesting consideration for adoption of the following resolutions:

- A RESOLUTION REQUESTING STATE DESIGNATION OF THE WASCO COUNTY JOINT ENTERPRISE ZONE; DESCRIBING THE ENTERPRISE ZONE AREA; PROVIDING FOR LOCAL INCENTIVES AND ESTABLISHING A CERTIFICATION FEE; ALLOWING EXEMPTIONS FOR HOTELS, MOTELS, AND DESTINATION RESORTS; DESCRIBING ZONE MANAGEMENT; AND DESIGNATING ZONE MANAGERS



AGENDA STAFF REPORT

AGENDA LOCATION: Action Item

MEETING DATE: May 14, 2018

TO: Honorable Mayor and City Council

FROM: Matthew Klebes, Enterprise Zone Manager

ISSUE: Designating the Wasco County Joint Enterprise Zone

BACKGROUND: The Dalles/Wasco County Enterprise Zone sunsets June 30, 2018. At the November 13, 2017 City Council meeting staff presented and reviewed what an Enterprise Zone is, its structure, local benefits, and a summary list of steps to re-designate the zone. Staff received direction to proceed with developing an application to submit to Business Oregon for designation.

In coordination with the Wasco County Economic Development Commission (EDC) and through significant outreach to communities throughout Wasco County, staff is proposing the designation of the, "Wasco County Joint Enterprise Zone" which will include relevantly zoned areas, i.e commercial or industrial zoned areas, in the City of The Dalles, Maupin, Mosier, Dufur as well as the unincorporated areas of Tygh Valley, Wamic, and Pine Grove. The areas of the City of The Dalles that are included in the zone are similar to the previous Dalles/Wasco County Enterprise Zone. Please see the included maps.

Using County wide data, the proposed Enterprise Zone is eligible and meets the requirement that the per capita income in the past 12 months be 80% or less of the statewide average.

Each relevant City, County, and Port must sponsor or consent to the formation of an Enterprise Zone. Sponsors of an Enterprise Zone can only be Cities, Counties, and Ports. Each sponsor is required to adopt substantially the same resolution for the joint application. The Port of The Dalles has expressed a desire to be a consenting jurisdiction.

Review and management of Enterprise Zone applications will be broken into two areas. The City of The Dalles will provide zone management for developments that occur

within The Dalles city limits. The Mid-Columbia Economic Development District (MCEDD) through the Wasco County EDC will provide zone management for developments outside The Dalles city limits.

Likewise, the geographic location will determine which sponsors will need to approve an extended or long term enterprise zone application. For example, a development located within the City of The Dalles will require the approval of The Dalles City Council and the Wasco County Board of Commissioners. An application submitted for a development in Maupin will require the approval of the Maupin City Council and the Wasco County Board of Commissioners. All components of the development proposal will be negotiated only with the appropriate sponsors based on the geographic location of the development. All developments will still be required to go through all applicable local, state, and federal permitting and other processes.

Sponsors can elect to include hotels, motels, and destination resorts as an eligible activity to receive a potential abatement. Interest in allowing these types of business firms to avail of the enterprise zone must be specified in the sponsoring resolution. Language electing to include hotels, motels, and destination resorts as eligible uses under the Wasco County Joint Enterprise has been included in the resolution.

An incentive package is included to assist the enterprise zone sponsors in attracting developments and encouraging expansions. Each sponsor can develop their own incentive package. The proposed package of incentives for the City of The Dalles is the same as currently offered under the existing enterprise zone;

- At the discretion of the Zone Manager, optional waiver of any application fee for certification
- Prioritized processing of land use permits needed for the business location or expansion
- Planning permit fees required for the business location or expansion reduced by 50%. This does not include System Development Charges, installment fees, etc.

Staff has conducted substantial outreach to taxing districts, representatives, and other agencies/organizations throughout the proposed zone. This includes:

- November 13, 2017 presentation to The Dalles City Council
- December 7, 2017 meeting with the Wasco County Economic Development Commission
- January 16, 2018 meeting with Wasco County Assessor
- January 17, 2018 meeting with District 21
- January 29, 2018 meeting with Parks and Recreation Director
- February 7, 2018 meeting with The Dalles/Wasco County Library Director
- February 15, 2018 presentation and discussion with the Mid-Columbia Fire and Rescue District
- March 7, 2018 presentation to the Wasco County Board of Commissioners
- April 25, 2018 open meeting in Dufur, OR. Attendees included representatives from Dufur, Mosier, Maupin, and Wasco County
- Presentation to the Dalles Area Chamber of Commerce Economic Development Committee

On April 3rd, a letter was received from the Mid-Columbia Fire and Rescue District detailing a statement of position and has been included below. In summary, this statement expressed an appreciation for the benefits of the enterprise zone but noted the impact of continued long term enterprise zone abatements on the district's ability to provide needed services. The resolution requested that future long term abatement payments be distributed equitably and requested that, should the enterprise zone be re-designated, the Fire district be exempt from providing relevant tax abatement.

Staff contacted Business Oregon and was informed that it is not permitted to exclude a district from an enterprise zone. Staff also contacted the Fire District to clarify their position statement. Specifically, it was made clear that the difficulties are focused on the long term enterprise zone options and the distribution of the community fees associated with long term abatements, not the standard and extended abatement options or the zone as a whole.

It is staff's opinion that the re-designation of the Enterprise Zone is a separate issue from specific agreements entered into under said zone; both past agreements and potential agreements in the future. However, this feedback to sponsors is critical for the future and continued use of the enterprise zone and should be taken into consideration when sponsors are approving long term enterprise zone agreements and making decisions regarding the use and distribution of any associated fees.

Two additional open meetings will be held on May 4, 2018 simultaneously. Taxing districts have specifically been invited to these meetings via letter. One will be held in the City Council Chambers at The Dalles City Hall and the other will be held in the Community Building at City Park in Maupin. **Summary notes of this meeting and draft resolution will be provided to the City Council in a supplemental packet by May 8th.**

Should any entity decline to sponsor said Enterprise Zone, staff will remove them from the resolution prior to signing.

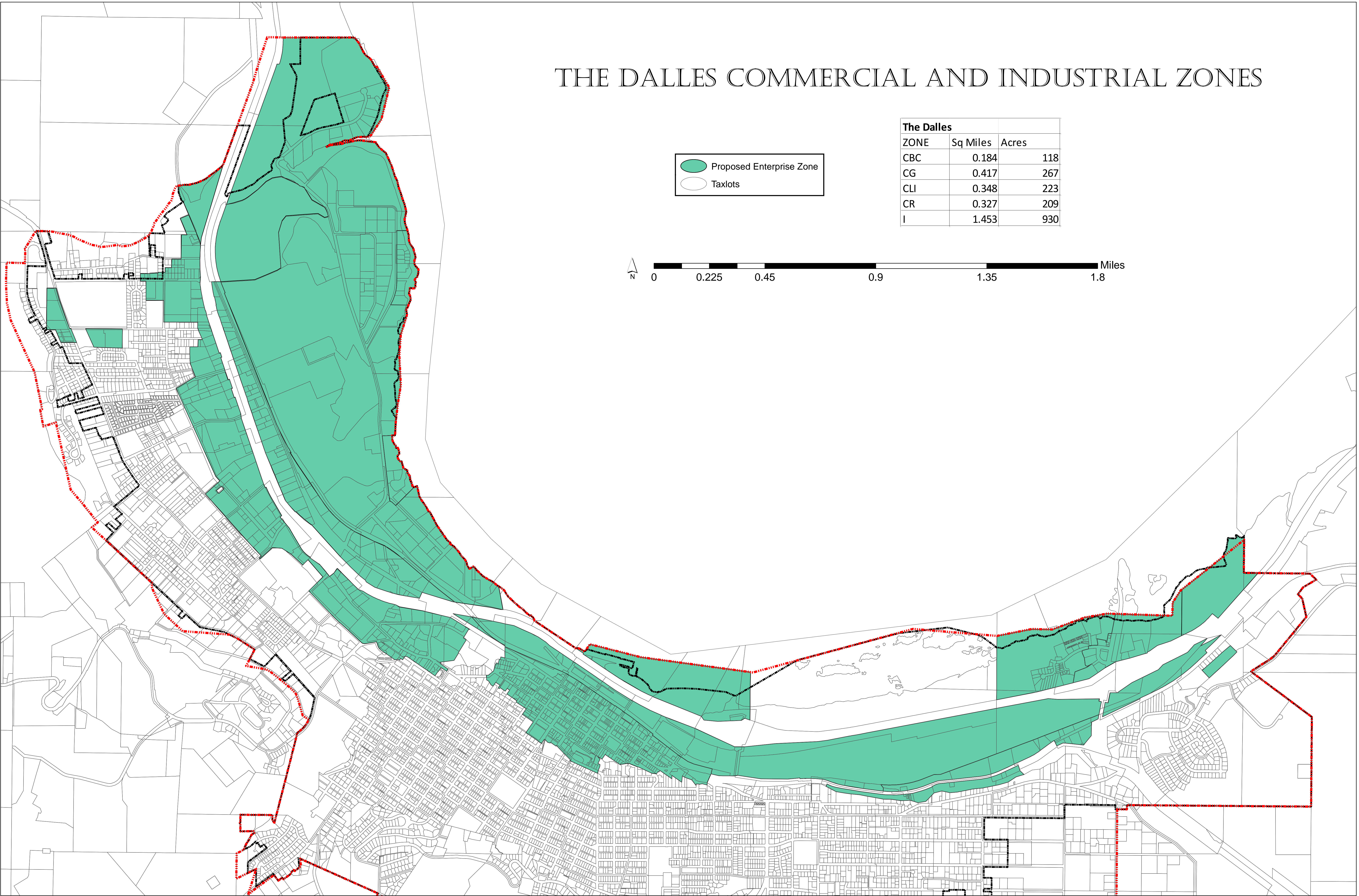
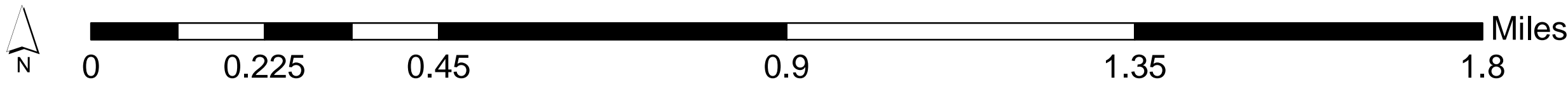
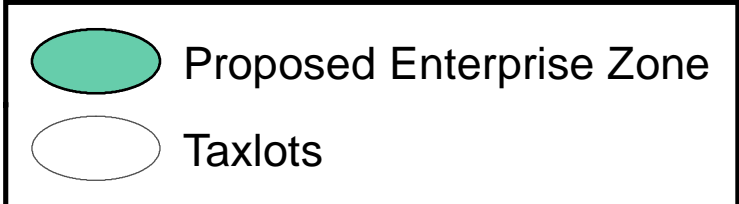
BUDGET IMPLICATIONS: Beyond program management staff time, there are no immediate budget impacts as the re-designation of the Enterprise Zone will only affect potential future developments.

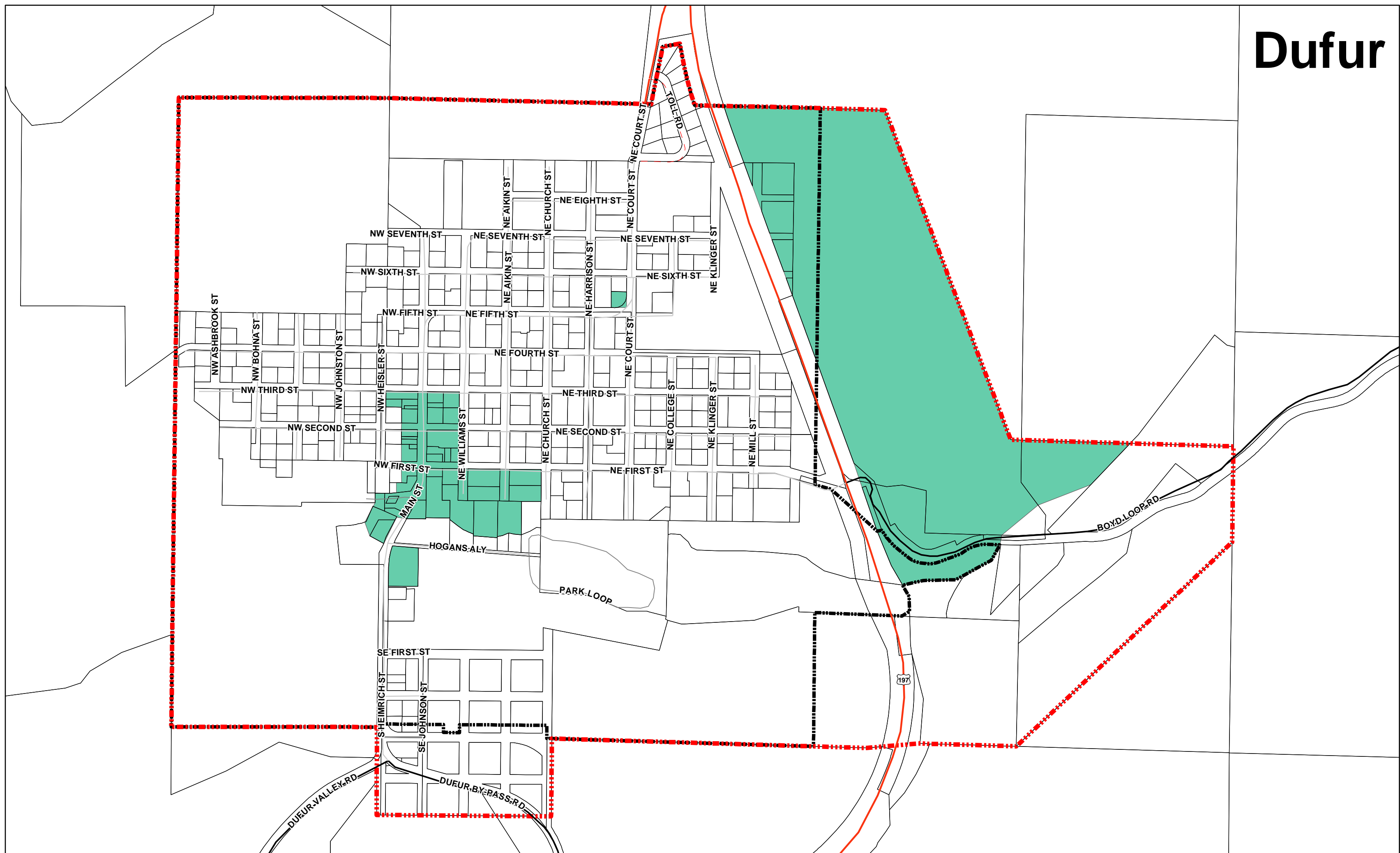
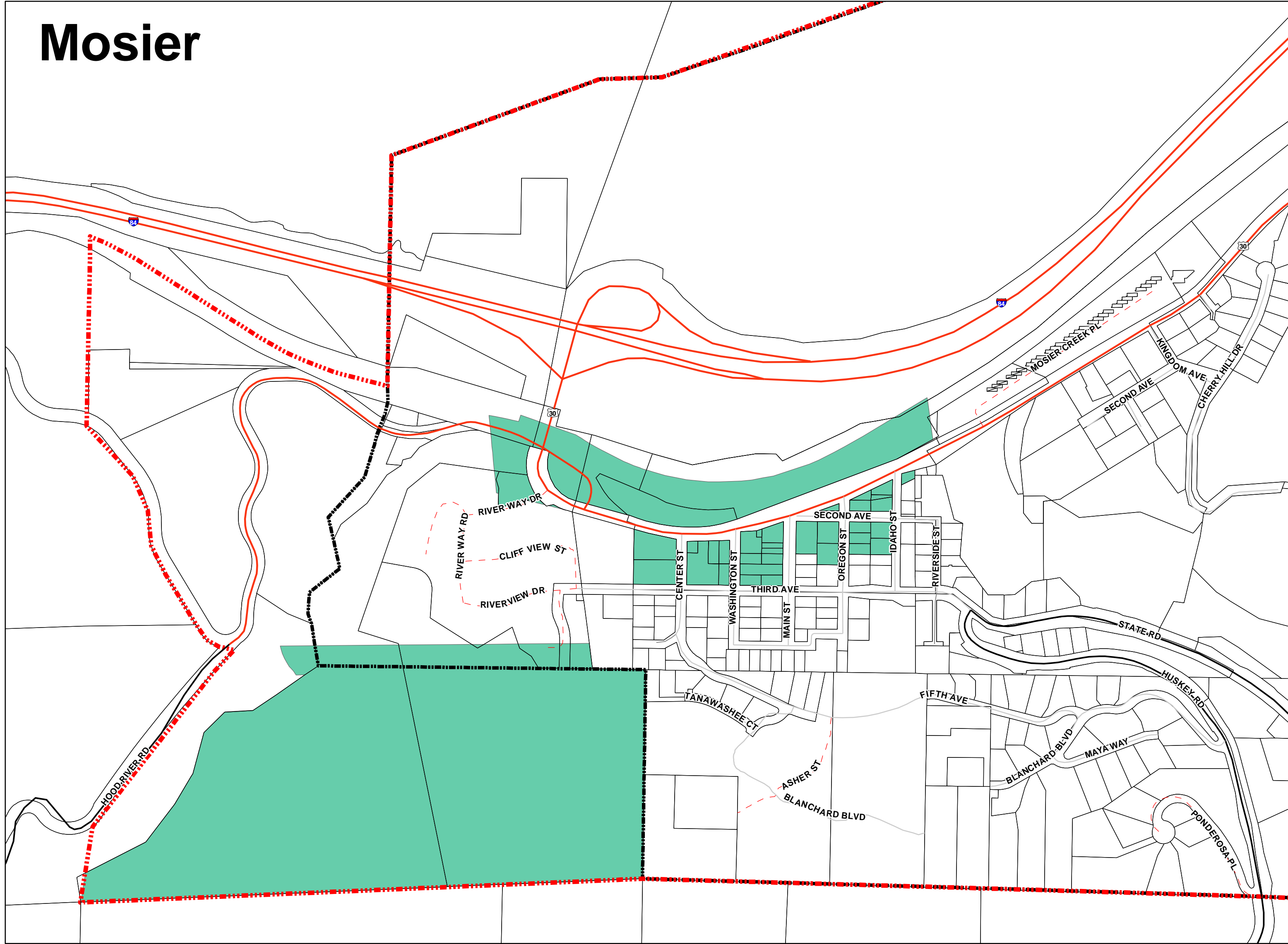
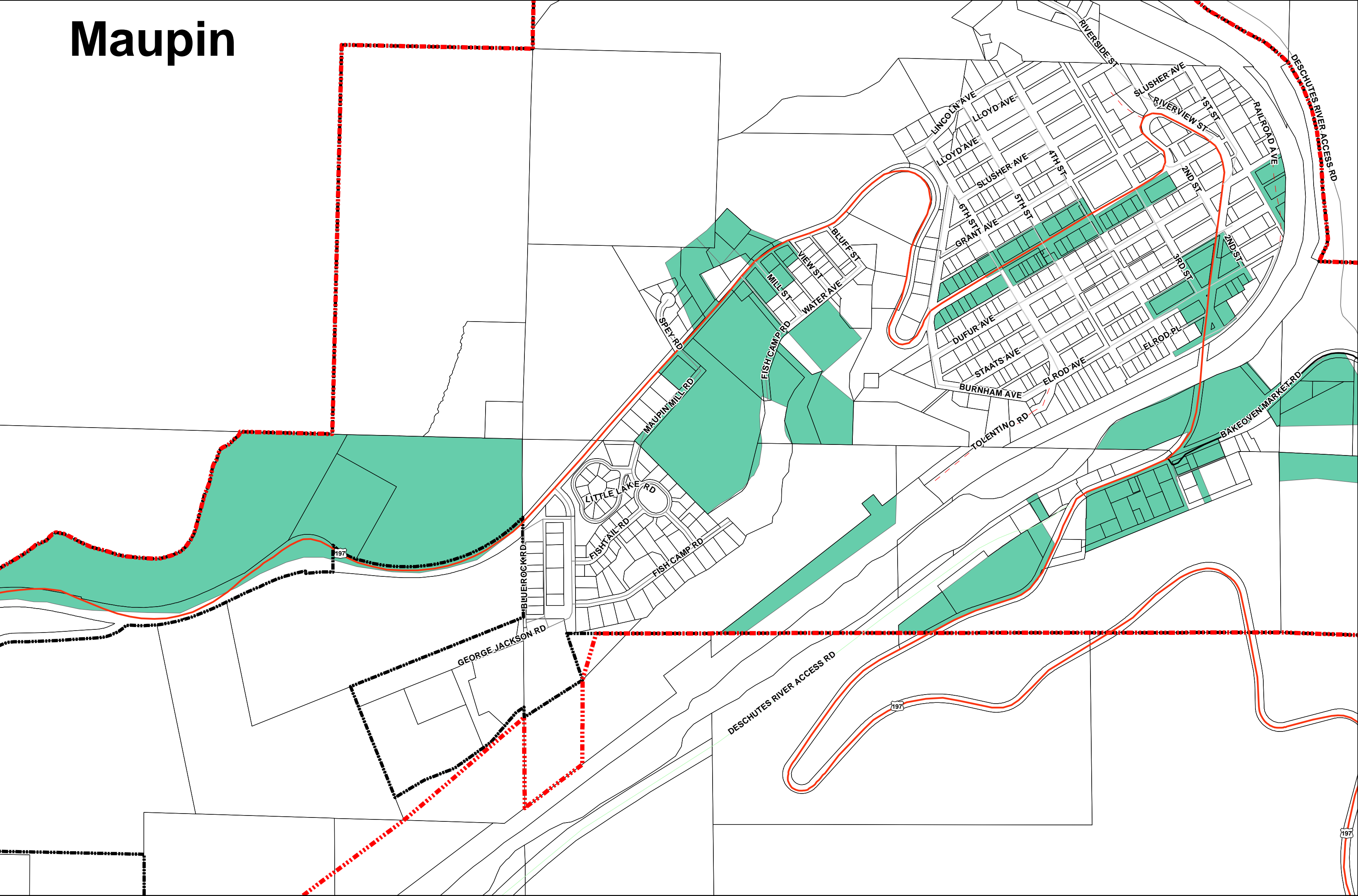
COUNCIL ALTERNATIVES:

1. ***Staff recommendation:* Move to adopt Resolution No. 18-013 requesting State designation of the Wasco County Joint Enterprise Zone; describing the enterprise zone area; providing for local incentives and establishing a certification fee; allowing exemptions for hotels, motels, and destination resorts; describing zone management; and designating zone managers, contingent upon approval by Wasco County, City of Mosier, City of Maupin, and the City of Dufur.**
2. Modify the proposed resolution and direct staff to consult with sponsors and bring agreed upon modifications back to Council.
3. Decline to adopt the resolution at this time.

THE DALLES COMMERCIAL AND INDUSTRIAL ZONES

The Dalles		
ZONE	Sq Miles	Acres
CBC	0.184	118
CG	0.417	267
CLI	0.348	223
CR	0.327	209
I	1.453	930



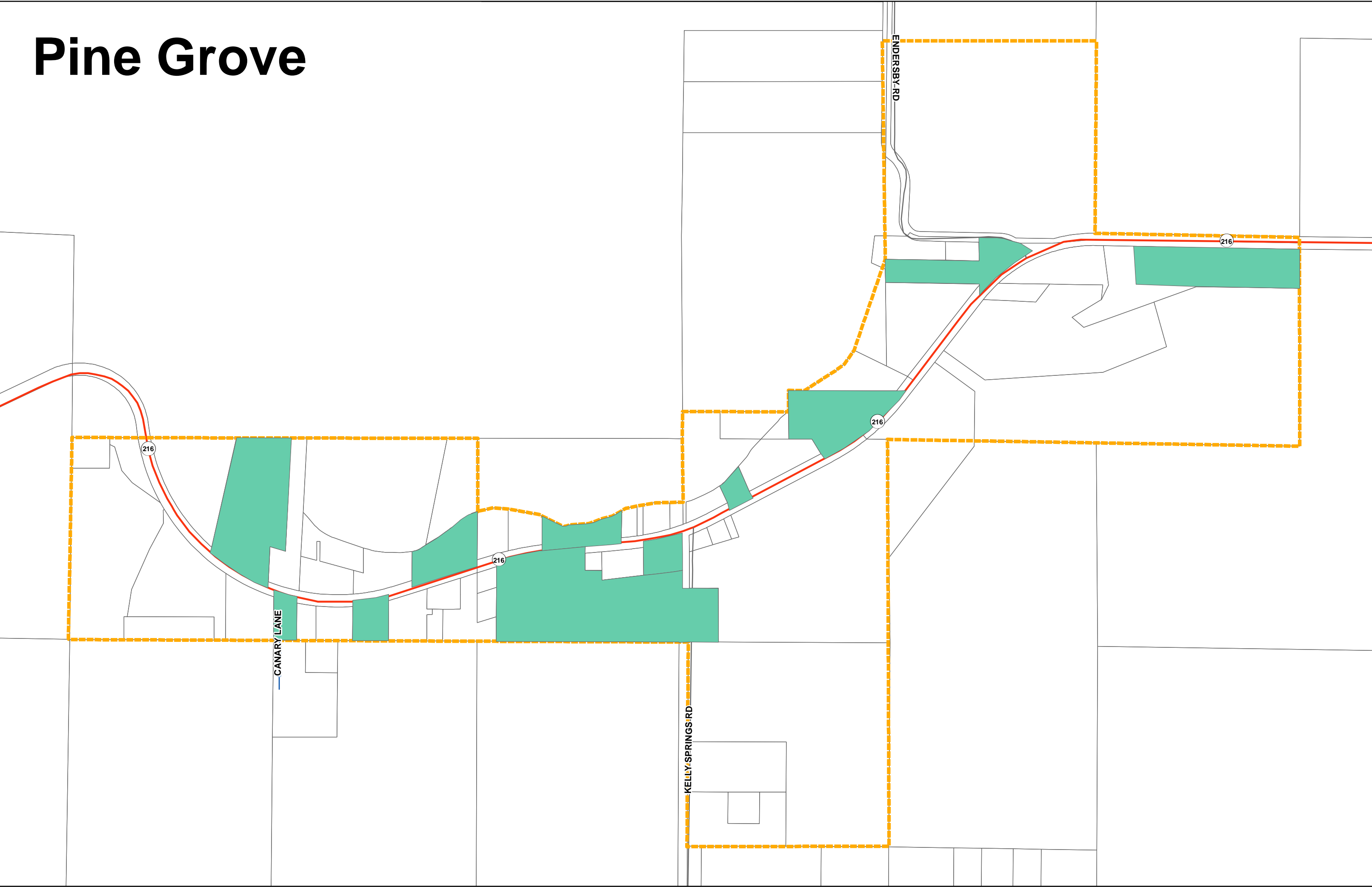
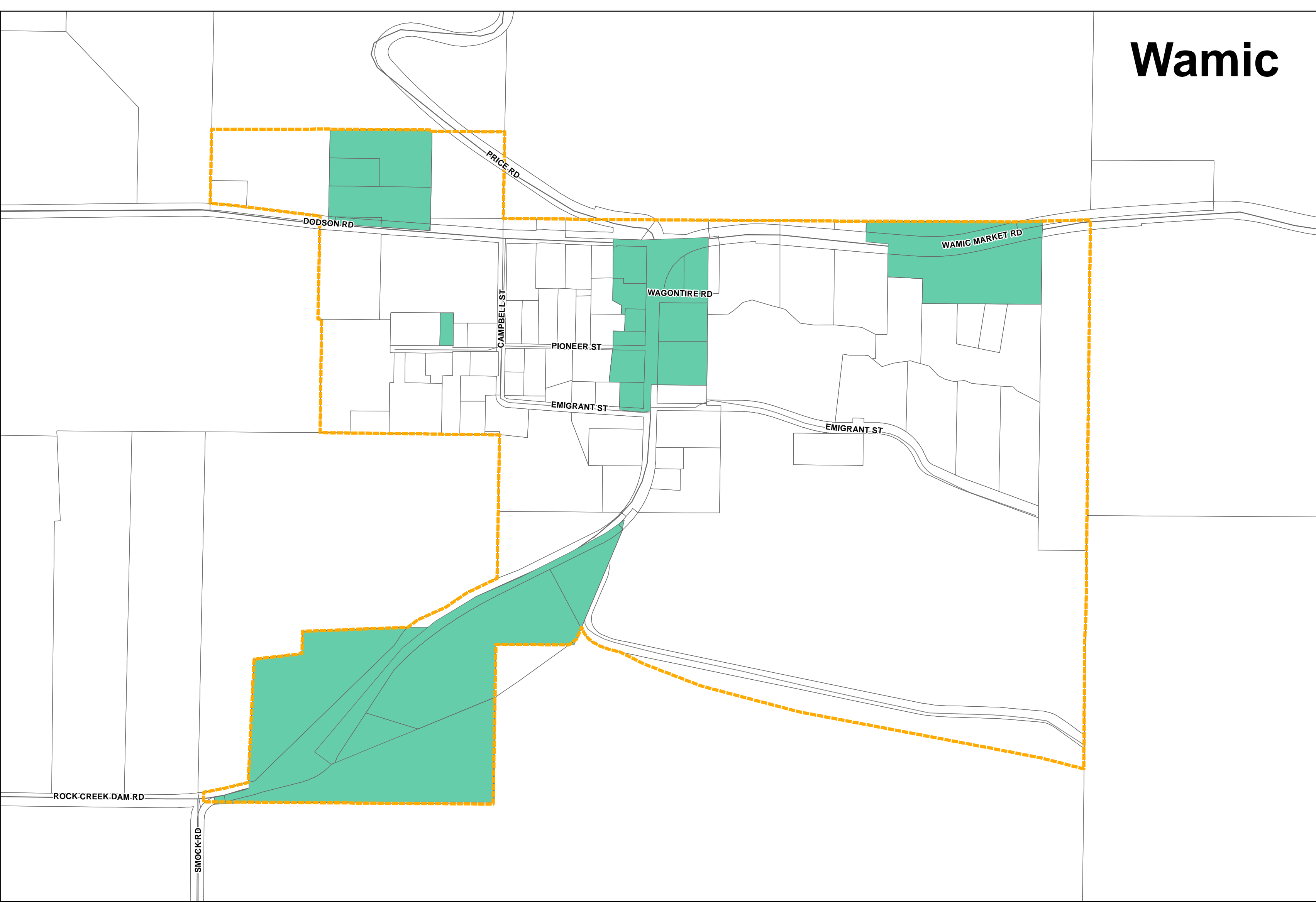
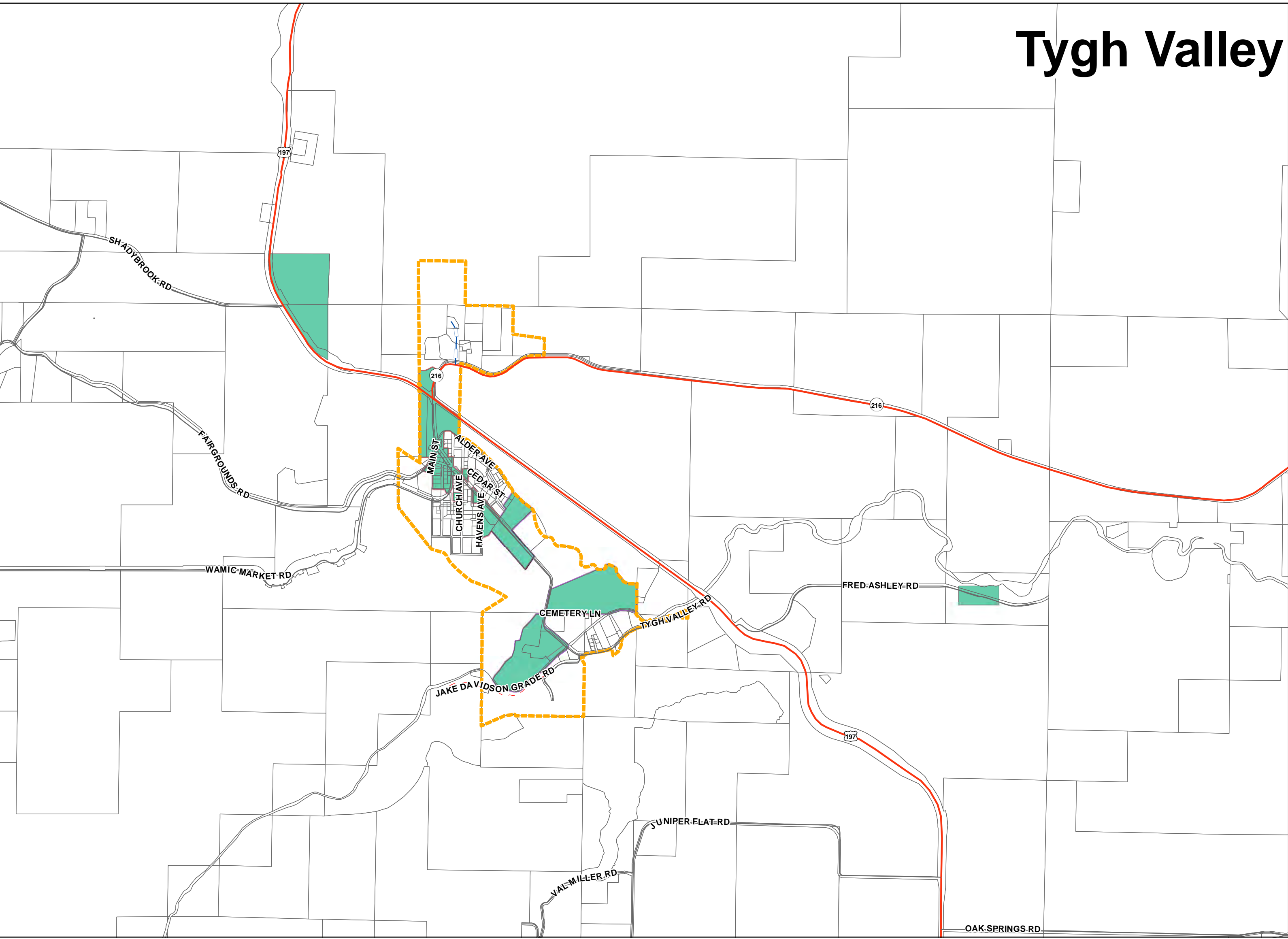


INCORPORATED COMMUNITIES

Proposed Enterprise Zone

Taxlots

Dufur			Mosier			Maupin		
Zone	Sq Miles	Acres	Zone	Sq Miles	Acres	Zone	Sq Miles	Acres
C1	0.021	13.49	C	0.041	25.8	GC	0.01	6.9
M1	0.11	70.7	I	0.086	54.9	I	0.063	103.5
						RC	0.162	40.5



UNINCORPORATED COMMUNITIES

Potential Enterprise Zones

Taxlots



Tygh Valley		
Zone	Sq Miles	Acres
RI	0.122	78
TV-C	0.084	54
TV-M2	0.152	97

Wamic		
Zone	Sq Miles	Acres
WAM C-2	0.039	25.2
WAM M-2	0.025	16

Pine Grove		
Zone	Sq Miles	Acres
RC	0.027	17
RI	0.048	31

**Public Meeting with Special Districts within the Proposed Enterprise Zone Boundary of the Joint
Wasco County Enterprise Zone
May 4, 2018
1:30pm
Maupin, Oregon
Meeting Minutes**

Attendees: Bob Klein (Wasco County SWCD), Dale Madden (Maupin Resident), Josiah Dean (Dufur City Council), Larry Magill (Wamic Fire Protection District), Rod Runyon (Wasco County Commission), Dennis Ross (Maupin City Council), Lynn Ewing (Maupin Mayor), Sue Knapp (Maupin City Council, Deschutes Rim Clinic), Scott Hege (Wasco County Commission), Sharon DeHart (Director, Deschutes Rim Clinic), Carrie Pipinich (Wasco County Economic Development Commission, Mid-Columbia Economic Development District)

The meeting was called to order at 1:35pm.

Carrie Pipinich provided an overview of the enterprise zone program. Commissioner Hege emphasized that the businesses eligible are mostly traded sector companies and that the program does not impact taxes on existing development. Mayor Ewing also reiterated that any business siting would have to go through regular permitting. Commissioner Hege also reminded the group that qualifying businesses for the three year abatements are automatic.

Commissioner Hege asked for clarification on the relationship with the current zone. Ms. Pipinich shared that the proposed zone would take the place of the current zone when it sunsets at the end of June 2018. Management outside of the City of The Dalles would be provided through the Wasco County Economic Development Commission to match existing economic development staff within the County while The Dalles would continue to provide that management within The Dalles. She also noted that the jurisdiction that the development was occurring in and Wasco County would be the ones required to pass a resolution related to any negotiated components surrounding abatements. Scott emphasized the fact that there are only a handful of opportunities for negotiation but that the bulk of those using the zone would be those accessing the standard abatements.

Mr. Madden asked if the new RiverDrifters development in Maupin would be the type of business that would qualify. Ms. Pipinich replied that tourism based businesses generally do not qualify. She provided several examples of active abatements and noted that there currently 10 active. Commissioner Hege shared that he felt it was an opportunity to support businesses in their first several years, when they are most likely to have challenges. Commissioner Runyon noted that if they do not meet the employment requirements they are liable for the taxes.

Mayor Ewing asked if RV Parks could be eligible under the destination resort allowance, and Ms. Pipinich noted that she was unsure.

Ms. Pipinich provided an overview of the geography and reviewed the map. She noted that they are focused on commercial and industrially zoned parcels in both unincorporated communities and the Cities of Dufur, Maupin, Mosier as well as the City of The Dalles. Mayor Ewing asked if the boundaries were final, and Ms. Pipinich noted that they are close to finalized but did want to allow for feedback.

Commissioner Hege asked about establishing city interest in participation. Ms. Pipinich provided an overview of the outreach that has been conducted as well as the decision making process with sponsors and consenting entities.

Mr. Ross asked about if inclusion in the zone would mean additional relationship with the Port as the City was interested in those type of services. Ms. Pipinich noted that they were separate processes. The group then discussed the administration process for the zone.

The group discussed the economic indicators. Commissioner Hege noted that The Dalles has seen a lot of improvement. Ms. Pipinich passed around a sheet with census information on poverty, median income, and several other indicators for the group to review.

Mr. Magill noted that the properties included in Wamic all had businesses on them and that for use of the zone they might need additional land to take full advantage. Commissioner Hege clarified that expansions of businesses could also be eligible.

Mr. Ross asked about value added agriculture and food processing if it would qualify. Mr. Magill encouraged consideration of this as a good opportunity. Ms. Pipinich clarified that they did not include EFU zoned land as it would not be a location eligible for the type of business. The maps do include appropriately zoned parcels in those communities so that there is proximity to developing these types of businesses close to agricultural productions.

Ms. DeHart noted that it is a concern for the White River Health District (DBA Deschutes Rim Clinic) to not get the potential revenue of improvements but agreed with Mayor Ewing that they would see additional revenue around residential development to house potential employees.

Mr. Klein noted that the Wasco County Soil and Water Conservation District was supportive of economic development around the County. The SWCD is concerned about how the fees for longer term abatements are distributed. And noted that currently the other taxing districts are not getting a portion of the fees and this is causing challenges for their already small budgets.

Carrie also reviewed the comments from Mid-Columbia Fire and Rescue and their concern about long term abatements fee distribution as well.

Commissioner Hege noted that the County had asked about if they could redesignate without the long term abatements but that Business Oregon told them it was not possible.

Mr. Magill asked about adding additional area, and Ms. Pipinich noted that they had included all of the appropriately zoned land. Mr. Hege noted that if the planning department updated their zoning there could be an opportunity to update the Zone boundaries.

Mr. Magill noted that there is concern from the Wamic Rural Fire Protection District about additional development without appropriate fire suppression opportunities and encouraged a focus on improving infrastructure.

The group discussed infrastructure challenges around the County and how to support addressing them.

Ms. Pipinich provided an overview of next steps and adjourned the meeting at 2:30pm.

**Public Meeting with Special Districts within the Proposed Enterprise Zone Boundary of the Wasco
County Joint Enterprise Zone
May 4, 2018
1:30pm
The Dalles, Oregon
Meeting Minutes**

Attendees: Matthew Klebes (COTD), Daniel Hunter (COTD), Brian Truck (OSU), Andrea Klaas (Port), Jeff Wavrunek (Dalles-Wasco County Public Library), Ken Bailey (Soil and Water Conservation District), David Jacobs (MCFR), Tom Ashmore (MCFR), Bob Palmer (MCFR), Scott Baker (NWCPRD), Julie Krueger (COTD), Garrett McAllister (COTD), Tyler Stone (Wasco County), Jill Amery (Wasco County)

The meeting was called to order at 1:35pm.

Introduction

Mr. Klebes welcomed and thanked everyone for attending; introductions were made around the room.

Review of Application and Management

Mr. Klebes provided an overview of the enterprise zone program, the re-designation process, outreach efforts conducted to date, as well as an overview of the proposed management of the Wasco County Joint Enterprise Zone.

Q/A from Taxing Districts

Mr. Baker asked if the State requires sponsors to limit or delimit community service components? Does the state set the limit for the basic agreement (abatement)?

Mr. Jacobs asked if a business meets the minimum requirements for the standard exemption do they receive approval automatically? Mr. Klebes answered yes; it is "of right"

Mr. Truck asked what the standard abatement length? Brian also asked can an abatement be renewed? Mr. Klebes stated that typically applicants are interested in the standard and extended abatement, with long term abatements being few and far between. Mr. Klebes also stated that an abatement cannot be renewed, only qualifying new property brought into the County can receive an abatement.

Mrs. Klaas added that an applicant has to meet a certain level of investment to qualify for the different abatement options.

Mr. Baker asked if the fees generated by the enterprise zone area split between the City and County? Mr. Klebes answered yes, although there have been instances where funds have been set aside for projects throughout the community.

Recognition of Written Comments Previously Submitted

Mr. Klebes noted that a State of Position from the Mid-Columbia Fire and Rescue Districted was received in early April. Mr. Klebes also noted that earlier that day, May 4th, a letter modeled off of the Fire district was received from the Wasco County Soil and Water District. In summary, these statements expressed an appreciation for the benefits of the enterprise zone but noted the impact of continued long term enterprise zone abatements on the district's ability to provide needed services. The statements also noted the unfair distribution process for enterprise zone fees and requested an equitable allocated of said fees.

Mr. Baker noted that his Board will also be considering a statement at their next Board meeting.

Statements from Taxing Districts

Mr. Wavrunek stated that he likes the letter from the Fire Districts/Soil and Water District and the concept of distributing fees according to the tax rate.

Mr. Jacobs stated that he would let the letter from the Fire District speak for itself but noted that there needs to be fairness in the process. Regular and extended abatements are not the issue; it is the long term abatements. Mr. Jacobs reviewed fees generated by current long term abatements and noted that the Fire District is required to protect these developments without the revenue to do so. In particular, the Fire District needs personnel. Mr. Klebes noted a Budget Issue Paper (BIP) that details these fees and their allocation and can be provided.

Mr. Palmer stated that they need consistency in funding. Grant funds received from the sponsors are great, and appreciated, but are inconsistent. They have a goal of community risk reduction and reducing response time.

Mr. Bailey stated that it is a fairness issue. Funds should be split proportionally among the districts. City and County get to determine how funds are used. You can see the image of The Dalles changing due in large part to the enterprise zone. Going back to, "what Candy said" (in a The Dalles Chronicle newspaper article from early May) they received funds from the enterprise zone for a great project, but if they could determine where to use those funds they would have used them elsewhere, likely building maintenance.

Mrs. Klaas stated that community requests go into the negotiations process so while it seems disparaging, there were discussion as part of the negotiations. Maybe going forward we need to get together and discuss priorities. It may be better for the community to do one large project then get a small amount in your budget. Mrs. Klaas asked if the state controls the Strategic Investment Program (SIP) abatement or if there is local control. Mr. Klebes noted that a business interested in SIP applies to Business Oregon and there are several state requirements/guidelines but there is also a local negotiated component similar to the long term enterprise zone option

Mr. Truck stated that they strongly support the enterprise zone but would like to see more equity in the use of funds.

Mr. Baker asked for clarification. He stated that most in the room expressed support for the enterprise zone AND more equity in fee distribution. He asked if there support would continue if there was no change in how fees were distributed.

In response Mr. Bailey stated that they support the enterprise zone; we would like more equity. Mr. Jacobs stated they support the enterprise zone; it's great for the community. We would just like a piece of the pie.

Mr. Baker stated that he shared the Fire District's letter with his Board. A taxing district isn't missing revenue since the development wouldn't happen without the enterprise zone. However, what is missing from that is we are still providing services to these businesses, their employees, and families. We are all interested in economic development. We are all involved in it and are a part of it. A fair distribution is important. I just had to tell our maintenance guys we didn't have money for a backpack blower, which is \$350.00. Mr. Baker also noted the significant increase in franchise fees in addition to the enterprise zone fees. Rising tide should lift all boats. Ultimately, we all have elected boards and this is an election cycle.

Mr. Stone stated that without the enterprise zone we wouldn't have any of the money. These funds are good for doing big projects, such as bringing down the ISO rating for the City; helping install an elevator in the Senior Center; restrooms at Dufur parks. Funding a position with these funds isn't a wise use of funds. What happens when the funds go away? If you are concerned with how the funds are used, I encourage you to think of the community rather than your organization and come talk to us.

Mrs. Amery stated that in her role she has worked with Dan Durow, Daniel Hunter, and now Matthew Klebes as Enterprise Zone Managers provided by the City of The Dalles. In the four years I have been involved I have seen smaller companies double their production. This is an important tool for them and is critical to their success.

Next Steps

Mr. Klebes apologize for not reviewing the proposed boundaries at the start of the meeting. Mr. Klebes reviewed the proposed boundary areas throughout Wasco County and noted that the methodology used to create the boundaries was including appropriately zoned areas in each community (commercial and industrial zoning) and consulting with constituents and Planning Departments. Mr. Klebes stated that this same information will be shared with the sponsoring entities, along with the notes from this meeting, and that staff would be seeking resolutions sponsoring the said zone from all involved cities and the County. Outreach has been conducted to the Port of The Dalles seeking a resolution consenting to the enterprise zone.

Mr. Klebes stated that the goal is to have an application ready to submit by early June.

Mr. Klebes concluded the meeting at 3:10pm.



Wasco County Soil & Water Conservation District

2325 River Road, Suite 3

The Dalles, OR 97058-3551

Tel: (541) 296-6178 ext. 3, Fax: (541) 296-7868, E-mail: wasco.swcd@oacd.org

May 4, 2018

To: Matthew Klebes
The Dalles/Wasco Co Enterprise
Zone Manager
313 Court St.
The Dalles, OR 97058

Carrie Pipinich
Wasco Co Economic Development
Commission Coordinator
515 E 2nd St.
The Dalles, OR 97058

RE: Designation of the Wasco County Enterprise Zone & Payment of In-Lieu of Taxes

The members of the Wasco County Soil & Water Conservation District (SWCD) believe that the Enterprise Zone Program has been an important opportunity to bring new growth to the community. However, the board also believes that the payments that the Enterprise Zone sponsors receive in-lieu of taxes are being distributed unfairly and that it creates a financial burden on local taxing entities by exempting critical revenue necessary for providing effective service levels.

The Dalles City and Wasco County both benefit from these payments by receiving annual revenue that is used in each agency's general fund while all the other affected taxing districts do not have the same opportunity except through a granting process for specific project uses. The SWCD board believes that other local taxing districts should be afforded the same opportunity to improve their general fund base that the sponsors of the Enterprise Zone have the benefit of.

The SWCD board voted unanimously at their regular meeting on May 2nd that in the future, the in-lieu of tax payments be reallocated equitably among all the affected taxing districts based on their permanent tax rate, so each may have the same opportunity to benefit from these monies that the Zone sponsors have for the past 12 years and potentially the next 15 years of more to come.

The board realizes this is a sensitive issue; however, with the third Google 15-year tax abatement just starting and the potential for more tax exemptions, we can no longer afford the status quo. We appreciate your attention and understanding on this matter.

Sincerely,

Shilah Olson
District Manager

C: Affected Taxing Districts, Special Districts Association of Oregon

MID-COLUMBIA



FIRE & RESCUE

1400 West Eighth Street
The Dalles, Oregon 97058
541-296-9445 • Fax: 541-296-8656

April 3, 2018

To: Wasco County Commission
The Dalles City Council

From: Board of Directors, Mid-Columbia Fire and Rescue

Re: Enterprise Zone Payment In-Lieu of Taxes and Re-Designation

The members of the Mid-Columbia Fire and Rescue Board of Directors believe that the Enterprise Zone has provided important opportunities in bringing new growth to The Dalles. The Board also believes that the payments that the City and County receive in lieu of taxes are being distributed unfairly.

The Dalles City and Wasco County both benefit from these payments by receiving annual revenue that is used in each agency's general fund while all the other affected taxing districts do not have the same opportunity except through a granting process for specific project uses.

Re-designation of the Enterprise Zone will certainly benefit new as well as established industry within the region. However, continued long-term tax exemptions significantly affect all local government entities. This lost revenue impacts our ability to improve services to meet the increasing operational demands and requirements being placed upon us. Additionally, under the current process there is no means with which to make up this exempted revenue.

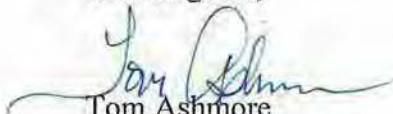
To this end the Mid-Columbia Fire and Rescue Board of Directors has adopted the attached Resolution.

This resolution speaks to the current distribution of payments in lieu of taxes and requests that the current process be changed to allow a fair and transparently equitable distribution of these funds both now and into the future.

In addition, if the Enterprise Zone is re-designated, we feel that Mid-Columbia Fire and Rescue be exempt from future tax abatements. The Board realizes that this is a sensitive issue, however, with the third Google 15-year tax abatement just starting and the potential for more tax exemptions, we can no longer afford the status quo. We would be willing to have the Chief and a Board representative attend one of your next meetings to help explain our position on this matter.

Additionally, we plan to circulate this resolution to all the other affected taxing Districts to solicit support for a change in the way future payments in lieu of taxes are distributed. Thank you for your attention to this matter.

Best Regards,



Tom Ashmore
Board President

Resolution No. 2018-02
A Resolution of the Board of Directors of
Mid-Columbia Fire and Rescue Making a
Statement of Position Regarding The Dalles/Wasco County
Enterprise Zone Program

WHEREAS, The Dalles/Wasco County Enterprise Zone provides a geographically targeted economic development tool to induce eligible businesses of all sizes to make additional investments that will improve employment opportunities, spur economic growth, and diversify business activity, and;

WHEREAS, the method Enterprise Zones use to induce investment is by providing tax abatements on qualified property including new buildings, additions, equipment and machinery brought in from outside the County, and;

WHEREAS, The Dalles/Wasco County Enterprise Zone Long Term Abatement option will sunset December 31, 2017 and the remaining options, and the Zone overall, will sunset on June 30, 2018, and;

WHEREAS, all existing abatements will continue until the end of their abatement period however, no new applications will be accepted upon sunset of the current Enterprise Zone, and;

WHEREAS, the sponsors of the Enterprise Zone are researching the option of re-designating the Enterprise Zone program and are consulting with local taxing districts as a critical and required part of this process, and;

WHEREAS, The Dalles Assistant City Administrator, Matthew Klebes, met with the Fire District Board at their February 15, 2018 work session to discuss the current Enterprise Zone Program and re-designation thereof, and;

WHEREAS, the Board of Directors of Mid-Columbia Fire and Rescue have determined it to be both prudent and in the best interest of the Fire District to present a Statement of Position regarding The Dalles/Wasco County Enterprise Program and its possible re-designation.

NOW, THEREFORE, let it be known that Mid-Columbia Fire and Rescue does hereby resolve as follows:

That the Enterprise Zone Program has been beneficial to improving employment opportunities, spurring economic growth, and diversifying business activity within the community, however, it creates a financial burden on local taxing entities by exempting critical revenue necessary for providing effective service levels.

That there are no standards prescribed in ORS or OAR's that speak to the negotiation or distribution of payments in lieu of taxes that Zone sponsors receive.

That these payments received in lieu of taxes are currently disbursed arbitrarily either through a grant application process or largely retained by the sponsors from current Enterprise Zone for their own fiscal use in their general funds and or FTE expenses.

That the other local taxing districts are not afforded this same opportunity to improve their general fund base that the sponsors of the Enterprise Zone have the benefit of.

That in keeping with the concept of transparency of government, and fairness across all local taxing districts, that in the future these payments in lieu of taxes be reallocated equitably among all the affected taxing districts based on their permanent tax rate so each may have the same opportunity to benefit from these monies that the Zone sponsors have for the past 12 years and potentially the next 15 years or more to come.

The Fire District continues to be responsible for full service Fire and EMS to these tax-exempt businesses and their facilities while at the same time the taxpaying citizens of our District are subsidizing these services.

That, if the Enterprise Zone Program is re-designated, the Fire District should be exempted from the tax relief provided to future Enterprise Zone recipients to enable the Fire District to meet its Fire Protection and EMS obligations to our District patrons.

Approved and adopted this 19th day of March 2018, by the Board of Directors of Mid-Columbia Fire and Rescue.


Ayes: 4

Nays: 0

Abstain: 1


President/Board of Directors

Attest: 
Secretary/Board of Directors

Approved as to Form: 
Thomas C. Peachey, OSB #78331



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF REQUESTING STATE DESIGNATION OF THE WASCO COUNTY JOINT ENTERPRISE ZONE;
DESCRIBING THE ENTERPRISE ZONE AREA; PROVIDING FOR LOCAL INCENTIVES AND ESTABLISHING A
CERTIFICATION FEE; ALLOWING EXEMPTIONS FOR HOTELS, MOTELS, AND DESTINATION RESORTS; DESCRIBING
ZONE MANAGEMENT; AND DESIGNATING ZONE MANAGERS

RESOLUTION #18-007

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

WHEREAS, Wasco County and the Cities of The Dalles, Maupin, Mosier, Dufur are co-sponsoring an application for designation of an enterprise zone in Wasco County; and

WHEREAS, the above cities are interested in utilizing the enterprise zone to encourage new business investment including homegrown entrepreneurs and firms to start up and scale up; prompt larger investments than would otherwise occur; accelerate investment, expansion and hiring at firms; expand employment, job creation, and living wage jobs creation; bolster early success of business projects; attract investment and facilities that would otherwise move or locate outside of Oregon; promote higher incomes for local residents; and enhance greater diversity in regional economic activity; and

WHEREAS, the proposed enterprise zone has a total area of 3.71 square miles and it meets other statutory limitations on size and configuration as permitted through waived considerations by Business Oregon due to the rural nature of the County, distance, and capacity limitations, and it is depicted on the drawn to scale map marked as "*Exhibit A*" and described in "*Exhibit B*" in the application; and

WHEREAS, the proposed enterprise zone contains significant land that is reserved for industrial and commercial use, as indicated by the land use zoning maps submitted with the application marked as "*Exhibit C*" in the application, consistent with the Comprehensive Plans of each community and Wasco County acknowledged by the Land Conservation and Development Commission. Such industrial and commercial sites are accessible, serviced or serviceable, and otherwise ready for use and further development. The designation of the enterprise zone does not grant or imply permission to develop land within the Zone without complying with local prevailing zoning, regulatory and permitting processes and restrictions for applicable jurisdictions; nor does it indicate any intent to modify those processes or restrictions, except as otherwise in accordance with Comprehensive Plans; and

WHEREAS, the sponsoring communities appreciate the impacts that a designated enterprise zone would have and the property tax exemptions that eligible businesses firms might receive therein, as governed by the Oregon Revised Statutes (ORS) Chapter 285C and other provisions of Oregon Law; and

WHEREAS, all of the school districts and special service districts, that received operating revenue through the levying of ad valorem taxes on real and personal property in any area of the proposed enterprise zone were sent notice and invited to a public meeting regarding the proposal, in order for the co-sponsoring governments of the Cities of The Dalles, Maupin, Mosier, Dufur, and Wasco County to effectively consult with these local taxing districts; and

WHEREAS, at said public meeting, taxing districts requested that the impact of long-term enterprise zone abatements on said districts be taken into consideration when sponsors are deciding any distribution of enterprise zone fees; and

WHEREAS, the Commission of the Port of The Dalles has passed a resolution in support of the formation of the Wasco County Joint Enterprise Zone, as a consenting agency; and

WHEREAS, local incentives are an important part of the success of an enterprise zone. The Wasco County Joint Enterprise Zone shall offer local incentives throughout the zone as determined by each sponsoring entity; and

WHEREAS, two Enterprise Zone Managers are required for the effective and efficient management of the Joint Wasco County Enterprise Zone due to local conditions, distance, and areas of staff focus; and

WHEREAS, sponsors are agreeable to a structure of zone management where the geographic location of the development determines which sponsor(s) approval is required for authorization of extended and long-term abatement agreements at the exclusion of others; and

WHEREAS, the Cities of Mosier and Maupin, and the communities of Tygh Valley, Pine Grove, and Chenoweth have been found to be distressed by the State of Oregon, and Wasco County continues to see lower wages per capita than Oregon as a whole while lower wage industry clusters continue to grow; and the Wasco County Economic Development commission and Zone Sponsors are committed to growing higher wage sectors; and

WHEREAS, the current The Dalles/Wasco County Enterprise Zone will terminate on June 30, 2018. This enterprise zone has been in place since 2007 and has been a useful and effective tool in the expansion and location of new industries in the zone; and

WHEREAS, the availability of enterprise zone exemptions to business firms that operate hotels, motels, or destination resorts would help diversify local economic activity, provide useful employment for some segments of the labor force, and facilitate the expansion and accommodations of visitors who in turn will spend time and money in the area for business, recreation, or other purpose.

WHEREAS, said communities shall adopt substantially the same resolution to sponsor the Joint Wasco County Enterprise Zone.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION AS FOLLOWS:

Section 1. Wasco County and along with the Cities of The Dalles, Dufur, Maupin, and Mosier, as co-sponsors, propose and apply for an Oregon enterprise zone to be named: The Wasco County Joint Enterprise Zone; and request that the director of Oregon Business Development Department order the designation of this enterprise zone.

Section 2. Name, Title, is authorized to submit the enterprise zone application for the Wasco County and to make any substantive or technical changes to the application materials, as necessary, after the adoption of this resolution.

Section 3. The City of The Dalles shall provide zone management for enterprise zone applications submitted for developments within City of The Dalles city limits. The Mid-Columbia Economic Development District (MCEDD), through its role as staff for the Wasco County Economic Development Commission (EDC) shall provide zone management for enterprise zone applications submitted for developments outside the city limits of The Dalles.

Section 4. Wasco County will comply with the requirements and provisions of ORS 285C105 and otherwise fulfill its duties under ORS 285C.050 to 285C.250.

Section 5. Wasco County commits, within six months of designation, to implement and to confirm for the departments its fulfillment of such duties, as specified in OAR 123-065-0210, including but not limited to preparation of a list or map of local lands and buildings owned by the state or by the municipal corporations within the enterprise zone that are not being used or designated for a public purpose and that have appropriate land use zoning, and to efforts for making such real property available for lease or purchase by authorized business firms under ORS 285C.110.

Section 6. Local Incentives: Wasco County will provide the local incentives described in “*Exhibit D*” under ORS 285C.065(4) to (6) in accordance with OAR 123-065-0240 offered to any authorized business firm in the proposed enterprise zone for the length of the standard enterprise zone exemption, insofar as the firm’s qualifying investments are also located inside of Wasco County’s jurisdiction. Wasco County has considered the impacts of these binding incentives.

Section 7. An application fee for certification review as allowed by ORS 285C.140 (1) may be charged.

Section 8. Any negotiated extended or long term enterprise zone payment distributions will be determined by the relevant geographic sponsors. Distribution of any fees as a result of approved agreements shall be determined by the relevant geographic sponsors and may take into consideration potential impacts on affected taxing districts.

Section 9. Wasco County as a co-sponsor of the proposed Wasco County Joint Enterprise Zone exercises its option herewith under ORS 285C.070 that qualified property of and operated by a qualified business firm as a hotel, motel, or destination resort may receive a property tax exemption in the Zone, and that such business firms are eligible for purposes of authorization upon the effective designation of the zone.

Section 10. Effective Date. This Resolution shall be effective as of the 17th day of May, 2018.

DATED this 17th day of May, 2018.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Steven D. Kramer, Commission Chair

ATTEST

Scott C. Hege, Vice-Chair

Kathy White, Executive Assistant

Rod L. Runyon, County Commissioner



MEMORANDUM

SUBJECT: Resolution Requesting State Designation of the Wasco County Joint Enterprise Zone

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 5/9/2018

RESOLUTION 18-007: I move to approve Resolution 18-007 requesting State designation of the Wasco County Joint Enterprise Zone; describing the Enterprise Zone area; providing for local incentives and establishing a certification fee; allowing exemptions for hotels, motels and destination resorts; describing Zone management; and designating Zone managers.



AGENDA ITEM

Mid-Columbia Center for Living Construction Project Funding

[STAFF MEMO](#)

[AMORTIZATION ESTIMATE](#)

[LOAN AGREEMENT](#)

[MOTION LANGUAGE](#)



5/4/2018

To: Board of County Commissioners

CC: Tyler Stone – County Administrator
Barbara Seatter – Mid-Columbia Center for Living
Mel Heuberger – Mid-Columbia Center for Living

From: Mike Middleton – Finance Director

Re: Mid-Columbia Center for Living Building Construction Project

The Mid-Columbia Center for Living (CFL) and Wasco County are currently in the process of building a mental health building with CDGB funds and private monies. Construction has started on the project. This project has been planned for a considerable period of time and the financing had been established. The CFL was to utilize a Community Development Block Grant (CDBG) for \$2 million and additionally funding of \$2.25 million through loans from U.S. Bank and Greater Oregon Behavioral Health, Inc. (GOBHI). The primary lender was planned to be U.S. Bank and approval had been given to up to \$1.5 million dollars. The other \$750 thousand was going to be lent from GOBHI and repaid over a shorter term with remaining funds spent from CFL reserves. Everything was going according to the plan and the contract for construction was signed.

The week prior to construction starting, the U.S. Bank loan approval was rescinded, putting the project in jeopardy. Management at CFL has explored options and a different bank in town is interested but approval has yet to be granted. Wasco County is the guarantor of the CDGB monies. If this project does not move forward the County will have to pay back the monies already spent to the granting agency.

The County is proposing utilizing reserves to fund the remainder of the project costs at the same terms that U.S. Bank previously negotiated. The County has the funds available in our reserve funds to fund the loan. (I would specifically recommend the Capital Acquisitions Fund with a current cash balance of over \$3.1 million.)

The positives for making the loan are by using the similar terms to the commercial loan, the County would earn 4.5% on the investment. Currently the LGIP earns just under 2% and longer term investments are just over 2%. Over the life of the loan this would net the County just shy of a million dollars in interest payments. Center for Living is the mental health authority for Wasco County and as such we are ultimately responsible for some of these services.

There are risks involved, but these are mitigated or minimal. If this project is not successful, this community will lose the CDBG funds to build a mental health facility which is highly needed in this community. This will tie up Wasco County funds for a minimum of 10 years. CFL has provided me with the financial statements and projection and upon review I am reassured of the ability to continue operations with the cost of the building. CFL put together a 5 year projection showing the viability of the program with the loan payment. The projection is for a 10 year payoff on the loan, so by amortizing over 20 years instead saves about \$99K in annual debt service costs – which would entirely eliminate the planned use of fund balance in FY20 and significantly lessen the use in FY21. This is despite a significant reduction in the revenue from the CCBHC Demonstration project being completed. (This may be extended for an additional year so actual performance should exceed the projection.) The debt service will be greater than the rent currently being paid by about \$35K per year. However, loan payments don't increase and rent does. The projections did call for static wages over the five (5) year period and seems perhaps a bit optimistic. However, due to employee turn-over and managing hiring, CFL is significantly under budget on labor for this year. This shows a dedication to meeting the difficult targets and does provide assurance the static wages, while optimistic, can either be achieved or come close. The Materials & Supplies are also held static and comprise about 30% of the operating costs. (Personnel are the other 70%.) This may be difficult target to achieve although the amount is \$200K more than is budgeted for FY18. If the model can be followed, the organization has a \$490K gain in FY23.

Additionally, any further delays will put this project outside the timeframe allotted by the granting agency for the project to be completed triggering repayment of CDGB funds. If construction is stopped the general contractor will lose the subs for the project. If the project is cancelled it will engage termination clauses which would require significant payments to the contractor. If CFL were to default on the loan the building would become a Wasco County asset. Under CDGB rules we are currently the building owners for the first five years of the project and we are responsible for seeing that the intended use of the building is maintained for that five year period or we are responsible to return the CDBG funds to the lender. As you can see Wasco County is already in a position of responsibility for the success of this project regardless if we make a loan or not.

Given our current reserve levels and the potential upside of netting nearly \$900 thousand dollars in interest in the 10 year loan period, staff recommends moving forward with the loan.

Another risk is the County is not in the business of managing loans. We do not have the software to track loans nor the skill set to consistently and actively review multiple loan accounts to ensure compliance. However, one single loan for a large amount with a partner agency can be managed. The building will be collateral for the loan. Worst case, the County would end up owning the building and have a commitment to use the building for the purpose of the grant for 5 years from the final grant disbursement date or repay the grant.

The caution I would issue is that getting the County in the habit of issuing loans would get complex rapidly. Making this loan may set an expectation from others the County could do the same for them. We are not set up to manage a loan program and this would tie up reserves and expose the County to risks I would have a hard time quantifying.

For construction-to-permanent loans, it is standard to charge interest only as the loan fund is being drawn down during construction. Typically, this is a variable rate. However, as I have mentioned above, we are

not really set up to actively manage a loan program and the variable rate adds complexity. I recommend using the same fixed rate for the loan with interest only payments until the completion of construction.

An origination fee or loan fee is typical. CFL was going to be paying \$16,448 for this fee to the bank. Upon research, these fees range from 0.5% to 2% of the construction loan approved. The bank loan origination fee was 1.10% of the total. I have found no evidence of a loan origination fee for the second loan. Applying the 1.10% rate determines a fee of \$24,672.

The rate the bank was going to charge was 4.5%. Since this is a market rate, I recommend this rate.

The term has a couple points. First is the loan would convert from construction to permanent after construction was paid. I am assuming a 9 month construction time for estimates. Assuming a fairly level disbursement of funds over that time, it should be around \$31,125 in interest. Next, the payment should be set based on a 20 year amortization. The payments would continue for 10 years from the conversion date and then a balloon payment would be due on 1st of the following month – the 121st month after conversion. Refinancing could be considered at that time. I do not recommend the County funding for more than 10 years as this ties up reserve funds. Financing over 10 years with a balloon payment will make the payments and time involved manageable for both the County and CFL. Interest generated over the loan would be about \$867,916. This would vary based on construction and the actual amount taken out if less than the full \$2,250,000. The balloon payment would be about \$1,378,639 depending on the actual amount funded of course. Monthly payments would be \$14,243.61 assuming the full loan amount was utilized.

I do not recommend a prepayment penalty. If CFL has the opportunity to refinance early at a better rate or pay the loan off early, that is great and reduces the time funds are tied up for the County.

To summarize terms I am recommending:

Loan up to:	\$2,250,000
From Fund:	Capital Acquisition Fund
Rate	4.5%
Payback term	10 years + 1 month
Amortized over	20 years
Loan set up fee	\$24,672 (1.10%)
Monthly payment	\$14,234.61
Balloon payment	\$1,375,368.69
Construction payments	Interest only
Total interest to County	\$867,916.89

Term	20 years	Total Funded	\$	2,250,000.00	US Bank fee	16,448
Payoff	10 years	Total Interest	\$	867,916.89	on amount	1,500,000
		Total Principal				
Balloon	\$ 1,378,638.69	Repaid	\$	2,250,000.00	as a %	1.10%
Rate	4.50%	Loan fee	\$	16,448.00		
Payment	\$ 14,234.61	or	\$	24,672.00		0.73%
	\$ 170,815.32					

Build Time

ESTIMATED CASH FLOW

Month	Year	Beginning Balance	Funded increase	Payment	Principal	Interest	Ending Balance
1 June	2018	-	150,000	-	-	-	150,000
2 July	2018	150,000	200,000	563	-	563	350,000
3 August	2018	350,000	200,000	1,313	-	1,313	550,000
4 September	2018	550,000	300,000	2,063	-	2,063	850,000
5 October	2018	850,000	300,000	3,188	-	3,188	1,150,000
6 November	2018	1,150,000	300,000	4,313	-	4,313	1,450,000
7 December	2018	1,450,000	300,000	5,438	-	5,438	1,750,000
8 January	2019	1,750,000	300,000	6,563	-	6,563	2,050,000
9 February	2019	2,050,000	200,000	7,688	-	7,688	2,250,000
Totals End of Build phase			2,250,000	31,125	-	31,125	2,250,000

Repayment Period

Year #	Period #	Month	Year	Beginning Balance	Principal Increase	Payment	Principal	Interest	Ending Balance
Year 1	1	March	2018	2,250,000.00	-	\$14,234.61	5,797.11	8,437.50	2,244,202.89
Year 1	2	April	2018	2,244,202.89	-	\$14,234.61	5,818.85	8,415.76	2,238,384.04
Year 1	3	May	2018	2,238,384.04	-	\$14,234.61	5,840.67	8,393.94	2,232,543.37
Year 1	4	June	2018	2,232,543.37	-	\$14,234.61	5,862.57	8,372.04	2,226,680.80
Year 1	5	July	2018	2,226,680.80	-	\$14,234.61	5,884.56	8,350.05	2,220,796.24
Year 1	6	August	2018	2,220,796.24	-	\$14,234.61	5,906.62	8,327.99	2,214,889.62
Year 1	7	September	2018	2,214,889.62	-	\$14,234.61	5,928.77	8,305.84	2,208,960.85
Year 1	8	October	2018	2,208,960.85	-	\$14,234.61	5,951.01	8,283.60	2,203,009.84
Year 1	9	November	2018	2,203,009.84	-	\$14,234.61	5,973.32	8,261.29	2,197,036.52
Year 1	10	December	2018	2,197,036.52	-	\$14,234.61	5,995.72	8,238.89	2,191,040.80
Year 1	11	January	2019	2,191,040.80	-	\$14,234.61	6,018.21	8,216.40	2,185,022.59
Year 1	12	February	2019	2,185,022.59	-	\$14,234.61	6,040.78	8,193.83	2,178,981.81

Year 2	13 March	2019	2,178,981.81	-	\$14,234.61	6,063.43	8,171.18	2,172,918.38
Year 2	14 April	2019	2,172,918.38	-	\$14,234.61	6,086.17	8,148.44	2,166,832.21
Year 2	15 May	2019	2,166,832.21	-	\$14,234.61	6,108.99	8,125.62	2,160,723.22
Year 2	16 June	2019	2,160,723.22	-	\$14,234.61	6,131.90	8,102.71	2,154,591.32
Year 2	17 July	2019	2,154,591.32	-	\$14,234.61	6,154.89	8,079.72	2,148,436.43
Year 2	18 August	2019	2,148,436.43	-	\$14,234.61	6,177.97	8,056.64	2,142,258.46
Year 2	19 September	2019	2,142,258.46	-	\$14,234.61	6,201.14	8,033.47	2,136,057.32
Year 2	20 October	2019	2,136,057.32	-	\$14,234.61	6,224.40	8,010.21	2,129,832.92
Year 2	21 November	2019	2,129,832.92	-	\$14,234.61	6,247.74	7,986.87	2,123,585.18
Year 2	22 December	2019	2,123,585.18	-	\$14,234.61	6,271.17	7,963.44	2,117,314.01
Year 2	23 January	2020	2,117,314.01	-	\$14,234.61	6,294.68	7,939.93	2,111,019.33
Year 2	24 February	2020	2,111,019.33	-	\$14,234.61	6,318.29	7,916.32	2,104,701.04
Year 3	25 March	2020	2,104,701.04	-	\$14,234.61	6,341.98	7,892.63	2,098,359.06
Year 3	26 April	2020	2,098,359.06	-	\$14,234.61	6,365.76	7,868.85	2,091,993.30
Year 3	27 May	2020	2,091,993.30	-	\$14,234.61	6,389.64	7,844.97	2,085,603.66
Year 3	28 June	2020	2,085,603.66	-	\$14,234.61	6,413.60	7,821.01	2,079,190.06
Year 3	29 July	2020	2,079,190.06	-	\$14,234.61	6,437.65	7,796.96	2,072,752.41
Year 3	30 August	2020	2,072,752.41	-	\$14,234.61	6,461.79	7,772.82	2,066,290.62
Year 3	31 September	2020	2,066,290.62	-	\$14,234.61	6,486.02	7,748.59	2,059,804.60
Year 3	32 October	2020	2,059,804.60	-	\$14,234.61	6,510.34	7,724.27	2,053,294.26
Year 3	33 November	2020	2,053,294.26	-	\$14,234.61	6,534.76	7,699.85	2,046,759.50
Year 3	34 December	2020	2,046,759.50	-	\$14,234.61	6,559.26	7,675.35	2,040,200.24
Year 3	35 January	2021	2,040,200.24	-	\$14,234.61	6,583.86	7,650.75	2,033,616.38
Year 3	36 February	2021	2,033,616.38	-	\$14,234.61	6,608.55	7,626.06	2,027,007.83
Year 4	37 March	2021	2,027,007.83	-	\$14,234.61	6,633.33	7,601.28	2,020,374.50
Year 4	38 April	2021	2,020,374.50	-	\$14,234.61	6,658.21	7,576.40	2,013,716.29
Year 4	39 May	2021	2,013,716.29	-	\$14,234.61	6,683.17	7,551.44	2,007,033.12
Year 4	40 June	2021	2,007,033.12	-	\$14,234.61	6,708.24	7,526.37	2,000,324.88
Year 4	41 July	2021	2,000,324.88	-	\$14,234.61	6,733.39	7,501.22	1,993,591.49
Year 4	42 August	2021	1,993,591.49	-	\$14,234.61	6,758.64	7,475.97	1,986,832.85
Year 4	43 September	2021	1,986,832.85	-	\$14,234.61	6,783.99	7,450.62	1,980,048.86
Year 4	44 October	2021	1,980,048.86	-	\$14,234.61	6,809.43	7,425.18	1,973,239.43
Year 4	45 November	2021	1,973,239.43	-	\$14,234.61	6,834.96	7,399.65	1,966,404.47
Year 4	46 December	2021	1,966,404.47	-	\$14,234.61	6,860.59	7,374.02	1,959,543.88
Year 4	47 January	2022	1,959,543.88	-	\$14,234.61	6,886.32	7,348.29	1,952,657.56

Year 4	48 February	2022	1,952,657.56	-	\$14,234.61	6,912.14	7,322.47	1,945,745.42
Year 5	49 March	2022	1,945,745.42	-	\$14,234.61	6,938.06	7,296.55	1,938,807.36
Year 5	50 April	2022	1,938,807.36	-	\$14,234.61	6,964.08	7,270.53	1,931,843.28
Year 5	51 May	2022	1,931,843.28	-	\$14,234.61	6,990.20	7,244.41	1,924,853.08
Year 5	52 June	2022	1,924,853.08	-	\$14,234.61	7,016.41	7,218.20	1,917,836.67
Year 5	53 July	2022	1,917,836.67	-	\$14,234.61	7,042.72	7,191.89	1,910,793.95
Year 5	54 August	2022	1,910,793.95	-	\$14,234.61	7,069.13	7,165.48	1,903,724.82
Year 5	55 September	2022	1,903,724.82	-	\$14,234.61	7,095.64	7,138.97	1,896,629.18
Year 5	56 October	2022	1,896,629.18	-	\$14,234.61	7,122.25	7,112.36	1,889,506.93
Year 5	57 November	2022	1,889,506.93	-	\$14,234.61	7,148.96	7,085.65	1,882,357.97
Year 5	58 December	2022	1,882,357.97	-	\$14,234.61	7,175.77	7,058.84	1,875,182.20
Year 5	59 January	2023	1,875,182.20	-	\$14,234.61	7,202.68	7,031.93	1,867,979.52
Year 5	60 February	2023	1,867,979.52	-	\$14,234.61	7,229.69	7,004.92	1,860,749.83
Year 6	61 March	2023	1,860,749.83	-	\$14,234.61	7,256.80	6,977.81	1,853,493.03
Year 6	62 April	2023	1,853,493.03	-	\$14,234.61	7,284.01	6,950.60	1,846,209.02
Year 6	63 May	2023	1,846,209.02	-	\$14,234.61	7,311.33	6,923.28	1,838,897.69
Year 6	64 June	2023	1,838,897.69	-	\$14,234.61	7,338.74	6,895.87	1,831,558.95
Year 6	65 July	2023	1,831,558.95	-	\$14,234.61	7,366.26	6,868.35	1,824,192.69
Year 6	66 August	2023	1,824,192.69	-	\$14,234.61	7,393.89	6,840.72	1,816,798.80
Year 6	67 September	2023	1,816,798.80	-	\$14,234.61	7,421.61	6,813.00	1,809,377.19
Year 6	68 October	2023	1,809,377.19	-	\$14,234.61	7,449.45	6,785.16	1,801,927.74
Year 6	69 November	2023	1,801,927.74	-	\$14,234.61	7,477.38	6,757.23	1,794,450.36
Year 6	70 December	2023	1,794,450.36	-	\$14,234.61	7,505.42	6,729.19	1,786,944.94
Year 6	71 January	2024	1,786,944.94	-	\$14,234.61	7,533.57	6,701.04	1,779,411.37
Year 6	72 February	2024	1,779,411.37	-	\$14,234.61	7,561.82	6,672.79	1,771,849.55
Year 7	73 March	2024	1,771,849.55	-	\$14,234.61	7,590.17	6,644.44	1,764,259.38
Year 7	74 April	2024	1,764,259.38	-	\$14,234.61	7,618.64	6,615.97	1,756,640.74
Year 7	75 May	2024	1,756,640.74	-	\$14,234.61	7,647.21	6,587.40	1,748,993.53
Year 7	76 June	2024	1,748,993.53	-	\$14,234.61	7,675.88	6,558.73	1,741,317.65
Year 7	77 July	2024	1,741,317.65	-	\$14,234.61	7,704.67	6,529.94	1,733,612.98
Year 7	78 August	2024	1,733,612.98	-	\$14,234.61	7,733.56	6,501.05	1,725,879.42
Year 7	79 September	2024	1,725,879.42	-	\$14,234.61	7,762.56	6,472.05	1,718,116.86
Year 7	80 October	2024	1,718,116.86	-	\$14,234.61	7,791.67	6,442.94	1,710,325.19
Year 7	81 November	2024	1,710,325.19	-	\$14,234.61	7,820.89	6,413.72	1,702,504.30

Year 7	82 December	2024	1,702,504.30	-	\$14,234.61	7,850.22	6,384.39	1,694,654.08
Year 7	83 January	2025	1,694,654.08	-	\$14,234.61	7,879.66	6,354.95	1,686,774.42
Year 7	84 February	2025	1,686,774.42	-	\$14,234.61	7,909.21	6,325.40	1,678,865.21
Year 8	85 March	2025	1,678,865.21	-	\$14,234.61	7,938.87	6,295.74	1,670,926.34
Year 8	86 April	2025	1,670,926.34	-	\$14,234.61	7,968.64	6,265.97	1,662,957.70
Year 8	87 May	2025	1,662,957.70	-	\$14,234.61	7,998.52	6,236.09	1,654,959.18
Year 8	88 June	2025	1,654,959.18	-	\$14,234.61	8,028.51	6,206.10	1,646,930.67
Year 8	89 July	2025	1,646,930.67	-	\$14,234.61	8,058.62	6,175.99	1,638,872.05
Year 8	90 August	2025	1,638,872.05	-	\$14,234.61	8,088.84	6,145.77	1,630,783.21
Year 8	91 September	2025	1,630,783.21	-	\$14,234.61	8,119.17	6,115.44	1,622,664.04
Year 8	92 October	2025	1,622,664.04	-	\$14,234.61	8,149.62	6,084.99	1,614,514.42
Year 8	93 November	2025	1,614,514.42	-	\$14,234.61	8,180.18	6,054.43	1,606,334.24
Year 8	94 December	2025	1,606,334.24	-	\$14,234.61	8,210.86	6,023.75	1,598,123.38
Year 8	95 January	2026	1,598,123.38	-	\$14,234.61	8,241.65	5,992.96	1,589,881.73
Year 8	96 February	2026	1,589,881.73	-	\$14,234.61	8,272.55	5,962.06	1,581,609.18
Year 9	97 March	2026	1,581,609.18	-	\$14,234.61	8,303.58	5,931.03	1,573,305.60
Year 9	98 April	2026	1,573,305.60	-	\$14,234.61	8,334.71	5,899.90	1,564,970.89
Year 9	99 May	2026	1,564,970.89	-	\$14,234.61	8,365.97	5,868.64	1,556,604.92
Year 9	100 June	2026	1,556,604.92	-	\$14,234.61	8,397.34	5,837.27	1,548,207.58
Year 9	101 July	2026	1,548,207.58	-	\$14,234.61	8,428.83	5,805.78	1,539,778.75
Year 9	102 August	2026	1,539,778.75	-	\$14,234.61	8,460.44	5,774.17	1,531,318.31
Year 9	103 September	2026	1,531,318.31	-	\$14,234.61	8,492.17	5,742.44	1,522,826.14
Year 9	104 October	2026	1,522,826.14	-	\$14,234.61	8,524.01	5,710.60	1,514,302.13
Year 9	105 November	2026	1,514,302.13	-	\$14,234.61	8,555.98	5,678.63	1,505,746.15
Year 9	106 December	2026	1,505,746.15	-	\$14,234.61	8,588.06	5,646.55	1,497,158.09
Year 9	107 January	2027	1,497,158.09	-	\$14,234.61	8,620.27	5,614.34	1,488,537.82
Year 9	108 February	2027	1,488,537.82	-	\$14,234.61	8,652.59	5,582.02	1,479,885.23
Year 10	109 March	2027	1,479,885.23	-	\$14,234.61	8,685.04	5,549.57	1,471,200.19
Year 10	110 April	2027	1,471,200.19	-	\$14,234.61	8,717.61	5,517.00	1,462,482.58
Year 10	111 May	2027	1,462,482.58	-	\$14,234.61	8,750.30	5,484.31	1,453,732.28
Year 10	112 June	2027	1,453,732.28	-	\$14,234.61	8,783.11	5,451.50	1,444,949.17
Year 10	113 July	2027	1,444,949.17	-	\$14,234.61	8,816.05	5,418.56	1,436,133.12
Year 10	114 August	2027	1,436,133.12	-	\$14,234.61	8,849.11	5,385.50	1,427,284.01
Year 10	115 September	2027	1,427,284.01	-	\$14,234.61	8,882.29	5,352.32	1,418,401.72

Year 10	116	October	2027	1,418,401.72	-	\$14,234.61	8,915.60	5,319.01	1,409,486.12	
Year 10	117	November	2027	1,409,486.12	-	\$14,234.61	8,949.04	5,285.57	1,400,537.08	
Year 10	118	December	2027	1,400,537.08	-	\$14,234.61	8,982.60	5,252.01	1,391,554.48	
Year 10	119	January	2028	1,391,554.48	-	\$14,234.61	9,016.28	5,218.33	1,382,538.20	
Year 10	120	February	2028	1,382,538.20	-	\$14,234.61	9,050.09	5,184.52	1,373,488.11	
					\$	-	\$ 1,708,153.20	\$ 876,511.89	\$ 831,641.31	\$ 1,373,488.11
Balloon	121	March	2028	\$ 1,373,488.11		<u>\$ 1,378,638.69</u>	\$ 1,373,488.11	\$ 5,150.58	-	



MEMORANDUM

SUBJECT: MCCFL Loan Agreement

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY WHITE

DATE: 5/10/2018

The Loan Agreement (and therefore the associated motion language) is still undergoing legal review and will be added to the packet as soon as it becomes available.



AGENDA ITEM

Executive Session – Pursuant to [ORS 192.660\(2\)\(h\)](#) Consultation with counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed.

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

**STATE OF OREGON
DEPARTMENT OF ENVIRONMENTAL QUALITY
MATERIALS MANAGEMENT GRANT AGREEMENT**

Project Name: Abatement Assistance and Recycling Program

DEQ Agreement # 121-17

This agreement ("Agreement") is between the State of Oregon, acting by and through its Department of Environmental Quality ("DEQ"), and **Wasco County, Planning Department, Code Compliance Program** ("Recipient").

Recipient Data	DEQ Data
Grant Administrator: Angie Brewer, Planning Director	Grant Administrator: Jamie Jones, Natural Resource Specialist IV
Organization: Wasco County, Planning Department Code Compliance Program 2705 E Second Street The Dalles, OR 97058	Department of Environmental Quality 400 E. Scenic Drive, Suite 307 The Dalles, OR 97058
Phone: (541) 506-2566 E-mail: angieb@co.wasco.or.us Taxpayer ID#: 93-6002315	Phone: (541) 298-7255 ext. 225 E-mail: jones.jamie@deq.state.or.us

- 1. Effective Date and Duration.** This Agreement is effective on the date on which the last party signs it or, if approval by the Oregon Department of Justice ("ODOJ") is required, on the date it has been approved by ODOJ, whichever comes later. Recipient agrees to complete the Project by **May 31, 2018** ("Project Completion Deadline"). Unless earlier terminated or extended, this Agreement expires on **July 31, 2018** ("Expiration Date").
- 2. Agreement Documents.** This Agreement consists of this Agreement and Exhibit A, Exhibit B, and Exhibit C that are attached hereto and by this reference incorporated herein. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence will control. The documents comprising this Agreement are listed in the first sentence of this Section 2 from highest to lowest precedence.
- 3. Grant Funds; Match.** The maximum, not-to-exceed amount that DEQ will pay to Recipient hereunder is no more than **100%** of total Project costs may be paid with Grant moneys.
- 4. Disbursements; Expenses. \$46,122** ("Grant"). Recipient agrees to provide a cash match equal to **\$0.00**. Grant moneys may not be used for any purpose other than Project costs.

(a) This is a cost reimbursement Grant. Disbursements for reimbursement of expenses, including travel and other related expenses, will be made only in accordance with the schedule and requirements contained in Sections 4 and 4A. Payments will be based on reimbursement of actual costs authorized by this Agreement. Supporting documentation must be provided for expenses for which reimbursement is claimed and for all match expenses reported. This includes, but is not limited to: documentation of personal services costs and the payment thereof; copies of paid contractor invoices; copies of paid invoices for equipment; and receipts for lodging, airfare, car rental, and conference registration, when applicable.

The availability of Grant moneys under this Agreement and DEQ's obligation to disburse Grant moneys hereunder shall end on the day that is the earlier of the Expiration Date or ninety (90) days after the completion of the Project ("Availability Termination Date"). Recipient shall not submit any reimbursement requests, and DEQ shall not disburse any Grant moneys after the Availability Termination Date.

(b) Recipient may submit monthly invoices for cost reimbursement. Reimbursement requests must be accompanied by invoices that describe all work performed with particularity (including by whom it was performed) and that itemize and explain all expenses for which reimbursement is claimed. Invoices (including invoices for match expenditures) must be accompanied by a copy of all receipts for expenses for which reimbursement is being requested and submitted with the Materials Management Grant Agreement Payment Request and Expenditure Report (Exhibit B).

Invoices for reimbursement of expenses occurring in a State fiscal year (July 1 to June 30) must be received no later than fifteen (15) days after the close of the fiscal year (July 15). Invoices must be sent electronically to DEQEXP@deq.state.or.us. Reimbursement requests, together with the supporting documentation (i.e., invoices and proof of payment) are subject to the review and approval of the DEQ Grant Administrator. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements. Invoice payments will be sent to: **Grant Administrator, Angie Brewer, Planning Director, Wasco County, Planning Department, Code Compliance Program, 2705 E Second Street, The Dalles, OR 97058.**

DEQ will withhold up to **20%** of total Grant funds for the Project until Recipient has submitted, and DEQ has accepted, a Final Report detailing the Project status as described in Exhibit A and a Final Payment Request and Expenditure Report.

(c) Notwithstanding Sections 4(a) and 4(b) above (other than the limitation on the availability of Grant moneys set forth in the second paragraph of Section 4(a)) and the reimbursement provisions of Section 4A below, DEQ may, in its sole discretion and

upon such terms and conditions as it may determine and in order to address Recipient cash flow issues that are otherwise an impediment to Project implementation, disburse Grant moneys to Recipient to finance a Project activity directly rather than as reimbursement of expenditures made by Recipient to conduct that activity. The terms and conditions that DEQ may impose on such advance disbursement may include, but are not necessarily limited to, submission of an appropriate invoice, subsequent submission of documentation of the expenditure of the Grant moneys and the conditioning of future disbursement of Grant moneys on compliance with the terms and conditions of the advance disbursement.

4A. Travel and Other Related Expenses.

All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to the State. The travel must comply with all the requirements set forth in this section and must be for official Recipient business authorized by this Agreement. Personal expenses will not be authorized at any time. **All travel expenses are included in the total maximum Agreement amount.**

Travel expenses will be reimbursed at rates not to exceed those rates approved by the Department of Administrative Services ("DAS") for State government employees at the time the expense was incurred. The rates are subject to change and any changed rates will immediately become part of this Agreement and govern reimbursement of any travel expenses incurred after the date of the change. For any exceptions to the expense items listed below, Recipient must obtain separate written approval of DEQ's Grant Administrator prior to incurring any such expense for which reimbursement will be sought.

(a) Mileage. Mileage for travel in a private automobile while Recipient is acting within the course and scope of his/her duties under this Agreement and driving over the most direct and usually traveled route will be reimbursed at the rate approved by DAS and in effect at the time of travel. To qualify for mileage reimbursement, Recipient must hold a valid, current driver's license for the class of vehicle driven and carry personal automobile liability insurance in amounts not less than those required by Oregon law.

(b) Meals & Lodging. Per diem rates for meals vary among cities. Expenses for meals will be reimbursed at rates not to exceed the US General Services Administration (GSA) approved per diem rates, which can be found at www.gsa.gov. DEQ will reimburse Recipient for Recipient's actual cost of lodging up to the specified federal per diem lodging rate for the locality. Receipts are required for reimbursement of lodging expenses.

(c) Other Travel Expenses. In addition to meals and lodging, out-of-state travel expenses will be reimbursed for airfare and rental vehicles used by Recipient only if Recipient is acting within the course and scope of his/her responsibilities under this Agreement. All Recipient representatives will be limited to economy or compact size rental vehicles unless Recipient personally pays the difference. In no case will DEQ reimburse Recipient for air travel at a rate greater than coach class airfare.

5. Recovery of Grant Funds. Any Grant funds disbursed to Recipient under this Agreement that are expended in violation or contravention of any of the provisions of this Agreement must be returned to DEQ. Recipient shall return all funds found by DEQ to have been expended in violation of this Agreement no later than fifteen (15) days after DEQ's written demand.

6. Recipient's Representations And Warranties. Recipient represents and warrants to DEQ as follows:

(a) Recipient is a Local Government, duly organized, validly existing, and in good standing under the laws of Oregon. Recipient has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

(b) The making and performance by Recipient of this Agreement: (1) have been duly authorized by all necessary actions of Recipient; (2) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board, or other administrative agency, or any provision of Recipient's organic documents; and (3) do not and will not result in the breach of, or constitute a default or require any consent under, any agreement or instrument to which Recipient is a party or by which Recipient or any of its properties are bound or affected.

(c) This Agreement has been duly authorized, executed and delivered on behalf of Recipient and constitutes the legal, valid, and binding obligations of Recipient, enforceable in accordance with its terms.

(d) 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 Recipient of this Agreement.

(e) Less than seven hundred fifty thousand dollars (\$750,000) in funds of a public agency (within the meaning of ORS 279C.800 through 279C.870) will be used for the Project.

7. Conditions Precedent to Each Disbursement. DEQ's obligation to disburse Grant moneys to Recipient hereunder is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

(a) If applicable to the Project, moneys are available in the Solid Waste Tipping Fees Fund ("Fund") to finance the disbursement;

(b) DEQ has received sufficient funding, appropriations, limitations, allotments or other expenditure authority to allow DEQ, in the reasonable exercise of its administrative discretion, to make disbursements under this Agreement;

(c) No default under this Agreement has occurred and is continuing;

(d) Recipient's representations and warranties set forth in Section 6 are true and correct on the date of execution of this Agreement and, should any of such representations and warranties no longer be true or applicable prior to the date of Grant disbursement, Recipient will immediately notify DEQ of such change, upon which notification DEQ will determine whether such change presents a material impediment to DEQ's authorization to make disbursements under this Agreement.

8. **Project.** Recipient agrees to complete the Project described in Exhibit A ("Project") in accordance with the terms and conditions of this Agreement; provided, however, that if the total amount of the Grant is not available solely because one or more of the conditions set forth in Sections 7(a) or 7(b) are not satisfied, Recipient will not be required to complete the Project.
9. **Grant Requirements.** All equipment and materials purchased with Grant funds made available by this Agreement must be used only for purposes of the same general nature as outlined in this Agreement. A capital outlay item purchased under this Agreement must be used for the purpose set forth in this Agreement for a minimum of five (5) years or its rated service life, whichever is shorter. During this period, DEQ reserves the right to recover the equipment or its cash value at any time that Recipient ceases use of the equipment for its intended purpose. Use of Grant funds is expressly prohibited for:

- Disposal site engineering, design, or hydrogeologic study required by a DEQ permit or enforcement action;
- Costs for which payment has been or will be received under another financial assistance program;
- Capital asset expenditures for solid waste or materials management planning;
- Costs incurred before this Agreement is effective or after it expires;
- License application or permit fees;
- Ordinary operating expenses that are not directly related to the Project; and
- Costs incurred for permitted facility closures.

10. **Reporting.** Recipient shall submit semi-annual Project Progress Reports to DEQ within six (6) months of the start of the grant project and every six (6) months thereafter, until a submission of a Final Report due 30-days after Project's completion or no later than June 30, 2018. DEQ may withhold payments until it receives and approves the required reports. The reports must be submitted to DEQ's Grant Administrator and may be submitted electronically. All reports must contain the information outlined in Exhibit C.

Recipient shall immediately notify DEQ of any development that significantly impacts the activities funded by this Agreement, including any delay or adverse condition that materially impairs Recipient's ability to meet the objectives of the Agreement. This notification must include a statement of the action Recipient has taken or intends to take to minimize or mitigate the impact of the situation, along with any assistance Recipient may require to do so.

11. **Records Maintenance and Access.** Recipient shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and shall maintain any other records pertinent to this Agreement in such manner as to clearly document Recipient's performance. DEQ, 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 that are directly pertinent to this Agreement in order to perform audits and examinations, and are authorized to make excerpts, transcripts and copies of same in their sole discretion. Recipient shall retain and keep accessible all financial records, supporting documents, and all other records related to this Agreement for a minimum of six (6) years after the Project is completed or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
12. **Compliance with Applicable Law.** Recipient will comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work performed under this Agreement. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) ORS 279A, ORS 279B, and ORS 279C, as applicable to the Recipient; (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes; and (xi) all regulations and administrative rules established pursuant to the foregoing laws. 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.
13. **Recycled Material Use.** Recipient will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE (as defined in ORS 279A.010(1)(hh)) products, and other recycled products (as the term "recycled product" is defined in ORS 279A.010(1)(ii)).
14. **Indemnity.** Subject to the provisions of the Oregon Tort Claims Act, Recipient shall defend (subject to ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon, DEQ, and their officers, employees, and agents (collectively and individually without distinction "Indemnitee") from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) of any nature resulting from, arising out of, or relating to the activities of Recipient or its officers, employees, contractors, or agents under this Agreement or in the implementation of the Project.
15. **Indemnification by Subcontractors.** Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to defend (subject to ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon, DEQ, and their officers, employees, and agents (collectively and individually without distinction "Indemnitee") from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) of any nature resulting from, arising out of, or relating to a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

16. Termination.

- (a) This Agreement may be terminated by mutual consent of both parties.
- (b) DEQ may terminate this Agreement effective upon written notice to Recipient, or at such later date as may be established by DEQ in such notice, if there is a change in federal or state laws, rules, regulations, or guidelines so that the Project funded by this Agreement is no longer eligible for funding.

17. Default by Recipient. Recipient shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations contained in this Agreement, including any exhibit attached hereto; or
- (b) Any representation, warranty or statement by Recipient made herein or in any documents or reports relied upon by DEQ, including but not limited to any statement used by DEQ to measure progress on the Project, the expenditure of Grant moneys, or the performance by Recipient, is untrue in any material respect when made; or
- (c) Recipient: (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property; (ii) admits in writing its inability to pay, 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 as bankrupt or insolvent; (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect); (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect); or (viii) takes any corporate action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking: (i) the liquidation, dissolution, or winding-up, or the composition or readjustment of, Recipient's debts; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets; or (iii) similar relief in respect to Recipient 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 twenty (20) consecutive days, or an order for relief against Recipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

18. Remedies Upon Default. If Recipient's default under Section 17(a) or 17(b) is not cured within fifteen (15) days of written notice thereof to Recipient from DEQ (or such longer period as DEQ may authorize in its sole discretion), or if there is a default by Recipient under Section 17(c) or 17(d), DEQ may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant amount, payment of any interest earned on the Grant amount, and declaration of ineligibility for the receipt of future Fund awards. If, as a result of Recipient's default, DEQ demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon DEQ's demand.

19. No Implied Waiver, Cumulative Remedies. The failure of DEQ to exercise, and any delay by DEQ in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and are not exclusive of any remedies provided by law. DEQ may, in its sole discretion, pursue any remedy or remedies singly, collectively, successively, or in any combination or order.

20. Notices. Any notification required under this Agreement shall be in writing, delivered to the Grant Administrator only by one of the following methods: in-person; U.S. mail, postage prepaid; or email.

21. Amendments. The terms of this Agreement may not be waived, altered, modified, supplemented, or amended in any manner, except by written instrument signed by both parties (or, in the case of a waiver, by the party against whom such waiver is sought to be enforced). Such waiver, alteration, modification, supplement, or amendment, if made, is effective only in the specific instance and for the specific purpose given. Recipient must notify DEQ's Grant Administrator in writing no later than forty-five (45) calendar days before the Project Completion Deadline of any proposed amendments to the Agreement. This Agreement will not be amended after the Expiration Date.

22. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of DEQ, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior written consent of DEQ.

23. Survival. Sections 5, 9, 11, 14, 15, 22, and 23, and all other provisions that by their terms are meant to survive, shall survive the termination of this Agreement.

24. No Third Party Beneficiaries. DEQ and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly, to any third party unless such party is identified individually by name herein and is described expressly as an intended beneficiary of the terms of this Agreement.

25. **Governing Law; Venue; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between DEQ (or any other agency or department of the State of Oregon) and Recipient 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 the 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. RECIPIENT, BY ITS EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
26. **Alternative Dispute Resolution.** Recipient and DEQ shall 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 the administration of this 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.
27. **Captions.** The captions or headings in this Agreement are for convenience only and do not define, limit, or describe the scope or intent of any provisions of this Agreement.
28. **Merger Clause.** This Agreement (including all exhibits and attachments) constitutes the entire agreement between the parties regarding the subject matter hereof. There are no other understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

EACH PERSON SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE HAS THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT. DEQ enters into this Agreement under the authority of Oregon Revised Statutes 190.110 and 459.053(7).


AGREED BY RECIPIENT – Wasco County, Planning Department
Code Compliance Program:


Rod Runyon, Chair, Wasco County, Board of County Commissioners

MAY 3, 2017
Date


Steve Kramer, Vice-Chair, Wasco County, Board of County Commissioners

MAY 3, 2017
Date


Scott Hege, Commissioner, Wasco County, Board of County Commissioners

MAY 3, 2017
Date

AGREED BY DEQ:


Wendy Wiles, Environmental Solutions Division Administrator

May 12, 2017
Date

RP 5/12/17
85840-30252-N30211
Index-PCA-Proj. 
Mark Brown, Financial Services Manager

5/12/17
Date

Exhibit A

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY MATERIALS MANAGEMENT GRANT AGREEMENT PROJECT DESCRIPTION, BUDGET, AND SCHEDULE; PAYMENT TERMS	
Project Name: Abatement Assistance and Recycling Program	DEQ #: 121-17
Recipient: Wasco County, Planning Department, Code Compliance Program	

BACKGROUND

Wasco County, Planning Department, Code Compliance Program (Recipient) often has code compliance cases with significant accumulations of scrap metal, appliances, household trash, and construction materials. The Recipient staff currently lack the necessary tools to assist landowners in voluntary abatement. As a result, recyclables on these properties are often buried, burned, or degraded by the elements. But, Recipient has identified the following project that would allow them to help these property owners, increase recycling, protect the environment, and educate their community on proper materials management options.

PROJECT

Recipient is requesting \$46,122 to purchase a truck, trailer, sorting bins, and contract with the juvenile service work crews. These resources will be used by Recipient to work with households meeting the objective standards listed in the project conditions below. The major goals of the project are:

1. Remove and recycle the accumulations of materials occurring on residential properties,
2. Reduce the impacts of decomposing materials on the natural environment, that are otherwise recyclable;
3. Provide a community service to vulnerable populations, who do not have the resources to improve the safety of their home;
4. Improve the public health, safety, and livability for surrounding residences; and
5. Educate local residents and youth on the benefits and methods of recycling and proper waste disposal.

The equipment will also support community materials management events and programs by three county programs (Code Compliance, Juvenile Services and Tri-County Household Hazardous Waste).

PROJECT TASKS

Task 1: Purchase of Vehicle, Enclosed Trailer, and Sorting Bins

- Recipient will purchase pickup truck, trailer, and sorting bins. After purchase, Recipient may turn in a payment request and expenditure report.

Task 2: Property and Property Owner Assessment

- Recipient will select properties to participate in the new program using the objective standards listed in the Project Conditions section below. All properties meeting objective standards will be given priority over those that do not meet the object standards.

Task 3: Secure contract for Professional Services

- Recipient will secure a contract with Wasco County Juvenile Services for the professional services of the crew supervisor.

Task 4: Implement Abatement Assistance & Recycling Program

- Capital Equipment and Supplies will be used for materials management related projects.

PROJECT CONDITIONS

As a condition of this grant award, the agreement will require the following:

The following objective standards will be used to identify which properties will be identified for cleaning using the DEQ funded vehicle:

- Low income: We will use the existing Wasco County, Planning program standard of 150% of the Federal Poverty Guidelines as the income standard for fee waivers and assistance.

- Elderly: Older than 65 and physically or financially not able to address the waste accumulations with their own means.
- Infirm: Household residents are physically and financially not capable to address the waste accumulations within their own means.

BUDGET

Budget	DEQ NTE Grant Amount
Personnel Services	\$0
Professional Services (juvenile crew services)	\$8,172.00
Capital Equipment (pickup truck, trailer)	\$35,450.00
Services and Supplies (supplies, bins, etc.)	\$2,500.00
Total	\$46,122.00

DEQ will reimburse Recipient up to the not to exceed (NTE) amounts identified the project budget above. The budget may vary between line items only if the Recipient obtains advanced written approval from the DEQ Grant Administrator.

REPORTING TASKS

Recipient shall submit all reports electronically to the DEQ Grant Administrator in accordance with the schedule below.

Task 1: Submission of semi-annual Project Progress Reports to DEQ.

- Submit semi-annual Project Progress Reports to the DEQ within six (6) months of the start of the grant project, and every six (6) months thereafter, until the Final Report is submitted. The report must contain information as outlined on attached Exhibit C.

Task 2: Submission of Final Report to DEQ.

- Submit a Final Report to DEQ no later than 30-days after project completion or no later than **June 30, 2018**. The Final Report will contain information as outlined on attached Exhibit C.

Note: If project completion occurs in less than one year, the Final Report should be submitted to DEQ 30-days after projection completion.

EXHIBIT B

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY MATERIALS MANAGEMENT
GRANT AGREEMENT PAYMENT REQUEST AND EXPENDITURE REPORT**

Recipient Name: Wasco County, Planning Department, Code Compliance Program	DEQ Grant Agreement # 121-17
Project Name: Abatement Assistance and Recycling Program	DEQ Grant Administrator: Jamie Jones
Recipient Address: 2705 E Second Street The Dalles, OR 97058	Report Period From: To:
Recipient Grant Administrator: Angie Brewer, Planning Director Phone: (541) 506-2566	Grant Amount: \$46,122

Expenditure Summary	Grant Expenditures		Match Expenditures		Total Expenditures
	This Period	To Date	This Period	To Date	To Date
A. Personnel					
B. Professional Services					
C. Other Services & Supplies					
D. Capital Outlay (equipment, property, rolling stock, etc)					
E. Other (include description)					
Total					

F. Total Amount of Grant \$ _____

G. Total Grant Money Received to Date \$ _____

H. Amount of this Request \$ _____

CERTIFICATION

I certify that this report is true and correct to the best of my knowledge and that all expenditures and obligations reported herein have been made in accordance with the budget agreed upon and with other provisions contained in the Agreement.

Signature Name & Title (print) Date

DEQ USE ONLY Approved for Payment:

DEQ Grant Administrator Date DEQ Program Manager Date

EXHIBIT C

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY MATERIALS MANAGEMENT GRANT AGREEMENT PROJECT PROGRESS AND FINAL REPORT REQUIREMENTS

Recipient must submit Project Progress Reports to DEQ on the schedule outlined in the Agreement. The reports must be submitted to DEQ's Grant Administrator and must be provided electronically in PDF or Microsoft Word format.

Reports must generally contain brief information on each of the following:

- a. A comparison of actual accomplishments with the goals and objectives established for the reporting period.
- b. Reasons why established goals were not met, if appropriate.
- c. Other pertinent information on progress of the Project.

Recipient must immediately notify DEQ of developments that have a significant impact on activities funded by this Agreement, including delays or adverse conditions that materially impair Recipient's ability to meet the objectives of the Agreement. This notification must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

A Final Report is due to DEQ no later than thirty (30) days before the Expiration Date of this Agreement and must include:

1. A comparison of actual accomplishments with the Project goals and objectives as outlined in this Agreement. If a baseline assessment was done, include a description of that process and what was learned. Include a description of Project accomplishments not included in the goals and objectives, if applicable.
2. **As discussed in the grant application, a report of the: (1) number of accumulation cases addressed for recyclables and hazardous materials; (2) the tonnage of materials recycled; and (3) the number of outreach opportunities for public education.**
3. A description of significant problems encountered during Project design and implementation and how these problems resulted in Project changes or expected accomplishments.
4. A description of the most and least successful components of the Project explaining why they were or were not successful.
5. An explanation for significant differences between Project budget and Project expenditures.
6. A discussion of the technical and economic feasibility of others carrying out a similar project. Include recommendations on what should be done differently in managing a similar project.
7. Provide copies of materials related to the Project including brochures, public service announcements, photographs, news clippings, or reports.
8. Provide a final inventory of real property (i.e., land, structures) and equipment purchased, if applicable, with an acquisition cost exceeding five thousand dollars (\$5,000). Describe what controls are in place to ensure that the property and equipment will be used for purposes authorized by this Agreement.
9. Provide any additional comments, suggestions, or ideas for DEQ's Materials Management Grant Program.