

Hood River County is taking steps to limit exposure to and spread of COVID-19 (novel coronavirus). In support of state and federal guidelines for social distancing, the Hood River County Board of Commissioners will hold this meeting by using Webex Event. To listen in to the meeting please call **(408) 418-9388** and use **Event Number: 262 963 522**. You may also access the meeting via a smart device or computer. For best results please mute the microphone and speakers on your device once logged in. Thank you. Please visit the Board of Commissioners webpage for the link.

Hood River County Board of Commissioner Virtual Meeting Protocols regarding public comment and meeting access is available on the Board of Commissioners webpage on the Hood River County Website.

BOARD OF COMMISSIONERS WORK SESSION AGENDA

5:30pm CBAB, 601 State Street, Hood River, OR - 1st Floor Conference Room

5:30pm Columbia Cascade Housing Construction Excise Tax (CET) Funding Request – Joel Madsen and Dave Peters

5:50pm COVID-19 Updates from Staff and Commission

BOARD OF COMMISSIONERS BUSINESS MEETING AGENDA

6:00pm, CBAB, 601 State Street, Hood River, OR - 1st Floor Conference Room

Any item or issue not on the agenda you have a question, comment or statement about please bring up under Items from the Public

I. CONFLICTS OR POTENTIAL CONFLICTS OF INTEREST

II. ADDITIONS OR DELETIONS TO/FROM THE AGENDA

III. ITEMS FROM THE PUBLIC (comments will be allowed for any item(s) on/off the agenda)

IV. REPORTS – Commissioners, Legal Counsel, County Administrator, Printed Staff Reports in Packet

V. CONSENT

- ✓ Approve a budget adjustment to recognize additional revenues and expenditures in the Health Bio-Terrorism Preparedness Response program fund FY 19/20.
- ✓ Approve a budget adjustment Resolution to move PW Contingency funds into the PW budget for expenditures FY 19/20.
- ✓ Approve a budget adjustment and Resolution to recognize revenue and expenditures from a \$25K grant from Columbia Gorge Health Council for COVID-19 in the Health department budget FY 19/20.
- ✓ Approve a budget adjustment Resolution to accept in half of the VOCA grant funds in FY 19/20 District Attorney's budget as presented.
- ✓ Approve the CAFFRA Grant application for FY 20/21 and authorize Chair Oates to sign the Grant Resolution as presented.
- ✓ Confirm approval of Resolution 2323 Declaring a State of Emergency in Hood River County related to the Coronavirus (COVID-19).

- ✓ Approve a single exception to the personnel code to grant administrative leave.
- ✓ Accept the resignation of Lyle Henage from the County Forest Recreation Trails Committee.
- ✓ Approve and authorize Chair Oates to sign the Intergovernmental Agreement (IGA) with Hood River Soil & Water Conservation District as presented.
- ✓ Authorize the County Administrator to sign the MOU presented related to the Law Enforcement Association Union.
- ✓ Set a public hearing regarding a Lease and Easement on County Forest for Crystal Springs Water District for May 18, 2020 at 6:00pm, or soon thereafter.
- ✓ Approve setting a public hearing to consider an Easement for East Fork Irrigation on County Forest for May 18, 2020 at 6:00pm, or soon thereafter.
- ✓ Approve setting two public hearings for May 18, 2020 at 6:00pm or soon thereafter to consider Jones' appeal of the Planning Commission's denial of an appeal of the Planning Directors decision to deny his forest template dwelling request.
- ✓ Declare a 300-gal oil tank as surplus and authorize it to be sold at auction.
- ✓ Declare CE #000568 Gateway laptop computer, Model # SOLO 5300 as surplus and approve it to be disposed of per County Administrative Code.

VI. ITEMS FROM THE WORK SESSION

Columbia Cascade Housing CET Funding Request

RECOMMENDATION: Review information and provide direction to staff.

VII. NEW BUSINESS

Records & Assessment

1. Modifications to Ordinance 362- Hood River County Community ID Pilot Program

RECOMMENDATION:

- 1) Make a motion to conduct the 1st Reading by title only for modifications to Ordinance 362- Hood River County Community ID Pilot Program; and
- 2) Accept the 1st Reading by title only; and then
- 3) Set a public hearing on the subject for May 18, 2020 at 6:00pm, or soon thereafter.

Administration

2. Amendment to Order 20-001

RECOMMENDATION: Approve Order 20-002 providing an exception to the recreational closure in Hood River County that would allow for Oregon residents with issued ODFW hunting tags for the 2020 season to hunt on county forestland.

VIII. EXECUTIVE SESSION

As necessary, Executive Session will be held in accordance with but not limited to: ORS 192.660 (2)(a),(b) Personnel, ORS 192.660 (2)(d) Labor Negotiations, ORS 192.660 (2)(e) Property, ORS 192.660 (1)(f) Records exempt from public inspection, ORS 192.660 (2)(h) Legal Counsel, ORS 192.660 (2)(i) Performance Evaluation

IX. ADJOURNMENT

CALENDAR OF UPCOMING PUBLIC MEETINGS/EVENTS (Note: The below is not an inclusive listing, and all dates and times subject to change with or without notice as required) **PLEASE NOTE:** Meetings could be held via video conferencing however the normal address for the meeting is being used.

Apr 20	5:30/6:00pm	HRC Board of Commissioners Mtg., video conference via Webex (time subject to change)
Apr 21	7:00pm	HR Library District Board Mtg, 502 State Street, HR
Apr 22	3:00pm	County Staff Meeting, 601 State Street
Apr 22	5:30pm	County Planning Commission Mtg, 601 State Street, HR (2 nd & 4 th Wed. ea. mth, generally; subject to cng)
Apr 28	2:00pm	County Safety Committee Meeting, 309 State Street, HR (4 th Tues. ea. month)
May 4	1:00pm	Tri-County Mental Health Board, Mid-Columbia Center for Living, TD (1 st Mon. ea. month)
May 4	3:00pm	HRC Board of Commissioners work session/COVID-19 Check in, video conference via Webex
May 11	3:00pm	HRC Board of Commissioners work session/COVID-19 Check in, video conference via Webex
May 13	5:30pm	County Planning Commission Mtg, 601 State Street, HR (2 nd & 4 th Wed. ea. mth, generally; subject to cng)
May 14	3:00pm	HRC Budget Committee Meeting, video conferencing via Webex
May 18	4:00/6:00pm	HRC Board of Commissioners Mtg., video conferencing via Webex (time subject to change)
May 19	7:00pm	HR Library District Board Mtg, 502 State Street, HR
May 20	3:00pm	County Staff Meeting, 601 State Street, HR
May 25		MEMORIAL DAY – COUNTY OFFICES CLOSED
May 26	2:00pm	County Safety Committee Meeting, 309 State Street, HR (4 th Tues. ea. month)
May 26	3:00pm	HRC Board of Commissioners work session, video conference via Webex
May 27	5:30pm	County Planning Commission Mtg, 601 State Street, HR (2 nd & 4 th Wed. ea. mth, generally; subject to cng)

WORK SESSION



Columbia Cascade Housing Corp.

To: Chair Oates and Commissioners - Hood River Board of County Commission
 Jeff Hecksel – Hood River County Administrator
From: Dave Peters – Homeownership Programs Manager
 Joel Madsen – Executive Director
Subject: CET for Affordable Housing – CCHC Down Payment Assistance Program
Date: March 16th, 2020

Columbia Cascade Housing Corporation (CCHC) requests a two-hundred and fifty thousand dollar (\$250,000) commitment of Hood River County's (County) earned revenue collected through the Construction Excise Tax (CET) for CCHC's Down Payment Assistance Program. This request is intended to complement our application to Oregon Housing and Community Service's (OHCS) Request for Applications (RFA) #5052 aimed at meeting a regionally identified need. CCHC's Down Payment Assistance Program (DPA) will leverage private and public (local and state) resources to assist households below 100% Area Median Income (AMI) achieve homeownership.

In accordance with Chapter 3.24 – Construction Excise Tax of the County's Code, all CET revenue, with the exception of a portion of those CETs levied from commercial, industrial and mixed-use property *and* that portion withheld for administrative costs as authorized by Section 8 and 9 of Chapter 59, Oregon Sessions Laws, 2016 *shall* be used to fund developer incentives and affordable housing programs. CCHC intends to use the funds committed through the County's CET for our DPA program, an affordable housing program.

CCHC has administered state funded down payment programs in the past and we anticipate this program to be a continuation of past successes. We have assisted 17 families purchase homes valued at over \$2,500,000 with previous down payment assistance programs. CCHC has done many other programs in support of homeownership, including approximately \$2,000,000 in needed health and safety repair loans to home owners in the Gorge during the last 13 years. CCHC also assists the state of Oregon with assistance in preventing foreclosure. This has been completed through participation in a mediation program to prevent foreclosure, as well as loans to people who had been facing foreclosure. More than \$2,000,000 has been lent to homeowners to prevent foreclosure. We also offer homebuyer education and counseling to prospective homebuyers.

CCHC's DPA program will intentionally serve households below 100% AMI and the housing units built or purchased with the use of construction excise tax funds will have recorded in its chain of title a deed restriction which requires that the property remain 'affordable housing,' as defined by the County's Code for a period of no less than 50 years from the date of restriction. This deed restriction is what adds complexity to our DPA program however it maintains consistency with the County Code - 3.24.105 Use of Revenue.

Additional information regarding Shared Equity Programs and Community Land Trusts (CLTs) is to follow.

- Homeowners participating in shared equity programs/CLTs experience 1/10 the foreclosure rate of non-shared equity homes.
- Taxes, including the land, are paid by the homeowner.

www.columbiacascadehousingcorp.org
 500 E 2nd St. The Dalles, OR 97058
 1-541-296-3397; 1-800-800-3397 (Toll Free)
 1-541-296-8570 (Fax)





Columbia Cascade Housing Corp.

Mechanics of how the program would work:

- Potential homebuyer applies for the program by completing a Hood River Downpayment Program application.
- When funds become available to CCHC, CCHC would notify all applicants. Those that want to be considered would be required to provide a pre-qualification letter from their lender and proof that they have taken the CCHC homebuyer education class, or another, approved class as well as proof of attending CCHC's Financial Education classes.
- Buyer would have to qualify for loan through approved lender. FHA, Fannie Mae, Freddie Mac, all accept the shared equity model.
- A drawing would be made with all qualified applicants.
- Homebuyer signs an Addendum to Real Estate Sale Agreement with the Purchase Agreement
- The Shared Equity calculation method (Resale Formula), while not determined at this time, will be one of the two methods listed below and would be specified in the Real Estate Sale Agreement;

1.) Fixed-rate formulas. The simplest of all types of resale formulas, fixed-rate formulas adjust the resale price upward by applying what is in effect a fixed rate of interest on the base price (not the settlement price) from year to year. At any given time, a simple mathematical calculation will allow either the CLT or the homeowner, independently, to determine the then current purchase option price. Most CLT's in our region use 1.5% increase per year

2.) Shared Appreciation -appraisal-based formulas. Appraisal-based formulas adjust the resale price by adding to the base price a certain percentage of any increase in appraised market value. Rather than itemizing the factors that can cause increases or decreases in value, these formulas let the market measure changes in value. Any increase in value is then shared between CCHC's shared equity program and the homeowner on a specified basis.



Hood River County

Construction Excise Tax for Affordable Housing

Agreement for Projects Funded with Construction Excise Tax Funds

Down Payment Assistance

Introduction

This Grant Agreement ('Agreement') is entered into by and between the County of Hood River, together with its successors and assigns (hereinafter referred to collectively as 'Grantor') and Columbia Cascade Housing Corporation, an Oregon nonprofit corporation, together with its successors and assigns (hereinafter referred to as 'Grantee').

Recitals

- A. This Agreement is funded through the construction excise tax for affordable housing collected on behalf of Grantor pursuant to the Hood River County ordinance establishing a construction excise tax to support affordable housing programs, Ordinance No. 343.
- B. Grantor has reviewed the Grantee's proposal and determined the activities, as hereinafter defined, are feasible and merit funding. The proposal is incorporated herein by reference.

Agreement

For good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. Incorporation of Recitals; Use of Grant Funds

a. Incorporation of Recitals and Exhibits and Attachments.

The foregoing Recitals and the attached Exhibits and Attachments are incorporated herein by reference.

2. Term of Agreement

Unless terminated or extended, this Agreement covers the period **XXXXXXXXXX through XXXXXXXXXX**. This Agreement shall become effective on the date this Agreement has been signed by every party and, when required, approved by the Grantor's legal counsel. The expiration of the term of this Agreement, including if this Agreement is terminated prior to the end of the above-described term, shall not terminate remedies available to Grantor or to Grantee hereunder.

3. Scope of Activities

The work to be performed by Grantee ('Work') is described in the Work and Marketing Plan (**Exhibit A**). Grantee shall perform all Work in accordance with the terms and conditions of this Agreement. Any requests or changes to Grant fund use or the Work from the original intended purpose must be approved in writing by Grantor in order for Grantee to retain use of the Grant funds.

4. Consideration; Reporting

- a. Grantor has agreed to make a conditional award of funds to the Grantee in the amount not-to-exceed of **TWO HUNDRED AND FIFTY THOUSAND**

DOLLARS (\$250,000) ('Grant'). Distributions will be made in accordance with Section 6 unless otherwise agreed to by Grantor.

- b. Any desired use of funds by Grantee which differs from the approved scope of work must first be approved in writing by the Grantor. 100% of the grant award must be used for the work or funding indicated in the application and may only cover administrative expenses if included in the original approved scope of work and noted previously in this Section. Any interest earned by Grantee while the funds are being held by Grantee prior to disbursement to an eligible borrower will not be restricted in any way.
- c. Upon expiration or termination of this Agreement, Grantee shall return all unexpended grant fund monies to the Grantor within 60 days.
- d. Completion and submission of a final closeout report is due within 60 days or the earlier of the expiration or termination of this Agreement.

5. Funding Collection

Grant funds specified in the Consideration section of this Agreement may include monies that have not yet been collected by Grantor, but which Grantor anticipates receiving for us in funding this Agreement. All disbursements of funds by Grantor are contingent upon them being lawfully collected, allocated and available to the Grantor.

6. Request for Funds

Grantee shall request grant funds in such form and manner as is satisfactory to or required by the Grantor. Grantee shall request all of the awarded funds to begin its program.

7. Redistribution or Retention of Fund

If grant funds are not obligated by Grantee in a timely manner as determined by Grantor at its sole discretion, Grantor may at its sole discretion, reduce or recapture Grantee funding and redistribute such funds to other grantees or retain such funds for other Grantor use. This remedy is in addition to any other remedies available to Grantor under this Agreement or otherwise.

8. Termination

- a. Grantor may immediately terminate this Agreement in whole or in part upon written notice to the Grantee of Grantor's loss of funding or expenditure authority or for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Grantee, whether directly by Grantee or through one of more of its sub-recipients, agents, subcontractors, successors or assigns, as determined by Grantor in its sole discretion.
- b. Grantor may, upon 30 days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 8.a. Cause may include any event, including an event of default, as determined by Grantor in its sole discretion that renders inappropriate the continuation of this Agreement. An event of default constitutes an act or omission by Grantee. Grantee, its sub-recipients, agents, representatives, contractors, or assigns by which Grantee, as determined by Grantor at its sole discretion, fails to timely and appropriately perform one or more material obligations, or otherwise breached a duty, owed to

Grantor under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:

- i. Grantee fails to fulfill timely any of its obligations under this Agreement;
 - ii. Grantee fails to comply timely with directives received from Grantor;
 - iii. Funds provided under this Agreement are used improperly or illegally by Grantee or any of its sub-recipients;
 - iv. Any certification, license or certificate required by law to be held by Grantee or others to provide the services required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;
 - v. Grantee (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;
 - vi. Grantee is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal department or agency.
- c. Grantee may, upon 30 days written notice, terminate this Agreement in whole or in part, if;
- i. Grantor unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30 – day notice period.
 - ii. Grantor provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct such directives within the 30-day notice period.
- d. Either party may terminate this Agreement in whole or in part immediately upon written notice to the other party if County ordinances, Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Board of County Commission, Oregon Legislative Assembly, the federal government or a competent court (in a final determination) in such a way that one or both parties no longer has the authority to meet its obligation under this Agreement.
- e. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, Grantor may, in its sole and absolute discretion, require that Grantee obtain prior Grantor approval from it for any additional expenditures that would obligate Grantor to reimburse it from Agreement grant funds or otherwise.
- f. Notwithstanding the above, or any termination thereunder, neither Grantee nor Grantor shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. Grantor may withhold any reimbursement to Grantee in the amount of compensation for damages due Grantor from Grantee (as estimated by Grantor in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.

third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

14. Notices

Except as otherwise expressly provided in this Agreement, any communications between the parties or notices to be given 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 in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or registered mail return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given 5 days after mailing. Any communication or notice delivered by facsimile or e-mail shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Grantor, such facsimile transmission must be confirmed by telephone notice to Grantor's primary contact within twenty-four (24) hours. Any communication or notice by persona delivery shall be deemed to be given when actually delivered.

15. Confidentiality

Grantee shall, and shall require and cause its sub-recipients to, protect the confidentiality of all information concerning applicants for and recipients of services funded by this Agreement. It shall not release or disclose any such information except as necessary for the administration of the program(s) and reporting to OHCS, as authorized in writing by the applicant or recipient or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons. Grantee shall, and shall require and cause its sub-recipients, ensure that all its officers, employees and agents are aware of an comply with this confidentiality requirement.

16. Dual Payment

Grantee shall not be compensated for work performed under this Agreement from any other source unless such funds are used solely to increase the total services provided under this Agreement.

17. Monitoring Required

a. Grantor Authorized to Monitor Grantee

Grantor may monitor the activities of Grantee as it deems necessary or appropriate, among other things, to ensure Grantee and its sub-recipients comply with the terms of this Agreement and that Grant fund awards are used properly for authorized purposes hereunder Grantor also may ensure that performance goals are achieved as specified in the approved request. Monitoring activities may include any action deemed necessary or appropriate by Grantor including, but not limited to the following: (1) the review (including copying) from time to time of Grantee and any and all sub-recipient(s) files, records, and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Grantee fiscal and program reports prior approval documentation; and (5) evaluating, training, providing technical assistance and enforcing compliance of Grantee, sub-recipients(s), and their officers, employees, agents contractors and other staff. Grantor my utilize third parties in its

monitoring and enforcement activities, including monitoring by peer agencies. Grantor monitoring and enforcement activities may be conducted in person, by telephone and by other means deemed appropriate by Grantor and may be effected through contractors, agents or other authorized representatives. Grantee consents to such monitoring and enforcement by Grantor and agrees to cooperate fully with same, including requiring by agreement that and causing its sub-recipients so cooperate.

Grantor reserves the right, at its sole and absolute discretion, to request assistance in monitoring from outside parties.

b. Grantee Shall Fully Cooperate

Grantee shall fully and timely cooperate with Grantor in the performance of any and all monitoring and enforcement activities. Failure by Grantee or any of its sub-recipients to comply with this requirement is sufficient cause for Grantor to require special conditions and may be deemed by Grantor as a failure by the Grantee to perform its obligations under this Agreement.

18. Monitoring

- a. Grantor generally will advise the Grantee as to its observations and findings generated by any on-site visit; usually through an exit interview. Within 60 days after an on-site inspection, Grantor will endeavor to provide Grantee with a written report as to its findings from that inspection. Grantor may advise the Grantee of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Grantee shall timely satisfy such corrective actions required by Grantor.
- b. Grantor may review (including copying) from time to time any and all Grantee and sub-grantee(s) files, records, and other information of every type arising from or related to performance under this Agreement. Within 60 days after a review, Grantor will endeavor to communicate in writing to the Grantee. Grantor may advise the Grantee of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Grantee shall timely satisfy such corrective actions as reasonable required by Grantor.

19. Monitoring: Major Findings Resolution

Grantor may track and follow up with Grantee regarding the correction by Grantee of findings made or other corrective actions required in Grantor's monitoring of Grantee's performance under this Agreement. The tracking record developed by Grantor may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. Grantees shall resolve findings and other required corrective actions within the timeframes reasonably given by Grantor by written report or otherwise.

20. Remedies

- a. If Grantor determines, in its sole discretion, that Grantee failed to comply timely with any material obligation under this Agreement, including but not limited to any Grantor directive or term of a corrective action plan, Grantor may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part of all of this

Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages including by temporary restraining order, injunction, specific performance or otherwise; (h) debaring or otherwise limiting Grantee's eligibility for other funding from Grantor; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.

- b. The rights and remedies of Grantor provided in this Section shall not be exclusively and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. This Section does not limit Grantee's remedies provided under this Agreement, by law, or otherwise.

21. Return of Unexpended Grant Funds at Expiration or Termination

All unexpended cash from such Grant funds remaining at the expiration or termination of this Agreement must be returned by Grantee to Grantor no later than thirty days following the expiration or termination of this Agreement, whichever is earlier. This Section shall not be construed as permitting an extension of the time allowed for using Grant funds that is not consistent with Grantor requirements or other controlling law.

22. Expenditures Properly Supported

Expenditures for Grant funds shall be supported by Grantee with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and any other accounting documents pertaining in whole or in part to the Agreement (or in the case of sub-recipients, under their respective contracts with Grantee) in accordance with generally accepted accounting principles. Grantor may require such other information as it deems necessary or appropriate in its sole discretion.

23. Disallowance of Costs

Grantor neither is responsible for nor shall it pay for any costs disallowed either upon request for reimbursement or as a result of any audit, review, or site visit or other disallowance action by Grantor except for costs incurred by Grantee solely due to the negligence of Grantor, its employees, officers or agents. If a cost is disallowed by Grantor after reimbursement has occurred, Grantee shall, within thirty (30) days of notice of disallowance or such other date as may be required by Grantor, either demonstrate to the satisfaction of Grantor that such disallowances is in error or make repayment of such cost.

Grantee shall cooperate and shall cause its sub-recipients to cooperate with Grantor and all appropriate investigative agencies and shall assist in recovering invalid payments.

24. Records Maintenance

Grantee shall, and shall require and cause its sub-recipients to, prepare, and maintain such records as necessary for performance of and compliance with the terms of this Agreement.

The Grantee and its sub-recipients shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state

and federal law. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

25. Records Access

Grantor shall have free access to and the right to copy all or any part of the books, documents, papers, audits, and records of Grantee and its sub-recipients which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of Grantor who may take possession of them at any time after three (3) business days' notice to Grantee or sub-recipient, as the case may be. Grantee or sub-recipient may retain copies of all records taken by Grantor under this Section.

In its agreement with sub-recipients, Grantee shall require and cause its sub-recipients to comply with the requirements of this Section and to grant right of access to and ownership by Grantor of the sub-recipient's books and records related to this Agreement.

26. Insurance and Workers Compensation

Grantee will provide all necessary General Liability and Automotive insurance required by Oregon Law to perform services under this Grant Agreement, and provide proof of coverage upon request of Grantor.

All employers, including Grantee, that employ subject workers who work under this Agreement 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(2). Grantee shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

27. Grantee Status

- a. Grantee shall perform all Work under this Agreement as an independent contractor. Grantee is not an officer, employee or agent of the County with respect to Work performed under this Agreement
- b. Grantee agrees that insurance coverage, whether purchased or by self-insurance, for Grantee's agents, employees, officers and/or subcontractors is the sole responsibility of Grantee.
- c. Grantee certifies that it is not employed by or contracting with the federal government for the Work covered by this Agreement.
- d. Grantee certifies to the best of its knowledge and belief that neither the Grantee nor any of its principals, officers, directors or employees;
 - i. Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Has within a three-year period preceding this Agreement been convicted of or had a civil judgement rendered against it 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 related to 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;
- iii. Is 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 subsection d(ii); and
 - iv. Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default.

28. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

29. Construction

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions 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.

30. Execution in Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original all of which shall constitute but one and the same instrument.

31. Grant Funds; Indemnity

For Grant funds used in conjunction with this Agreement, Grantee assumes sole liability for breach of the conditions of the Grant (including all terms and conditions of this Agreement) by Grantee or any of its sub-recipients, agents or assigns, and hereby covenants and agrees to save, defend, hold harmless and indemnify Grantor and their officers, employees, agents and assigns from any claims, causes of action or other demands related in any way to this Agreement or to grant funds provided or to be provided hereunder as well as to reimburse Grantor for an amount equal to the Grant funds received by it under this agreement that Grantor must repay to a source of such funds.

32. Attorney Fees

In the event a lawsuit of any kind is instituted on behalf of Grantor or the Grantee with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional sums as the court or hearing officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable attorney fees shall not exceed the rate charged to the Grantor by its counsel.

33. Time is of the essence

Time is of the essence in the performance of all obligations under this Agreement.

34. No Limitations on Actions of Grantor in Exercise of Its Government Powers

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit actions of the Grantor in the exercise of its government powers. The exercise of its governmental powers by Grantor shall not constitute a breach of this Agreement.

35. **Amendments**

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

36. **Merger Clause**

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 all parties 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 Grantor to enforce any provision of this Agreement shall not constitute a waiver by Grantor of that or any other provision.

37. **CERTIFICATIONS AND SIGNATURE OF GRANTEE'S AUTHORIZED REPRESENTATIVE**

THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF GRANTEE

The undersigned certifies under penalty of perjury both individually and on behalf of Grantee that:

- A. The undersigned is a duly authorized representative of Grantee, has been authorized by Grantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Grantee;
- B. Grantee is bound by and will comply with all requirements, terms and conditions contained in this Agreement.
- C. Grantee further certifies to having a formal statement of nondiscrimination in employment policy.

GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Grantee (print Grantee's name): _____

Authorized Signature: _____ Title: _____

By (print name): _____

Date: _____

Contact Person (type or print): _____

Contact Telephone Number: _____ Contact Fax Number: _____

Contact E-mail

Address: _____

Grantee

Address: _____

DUNS #: _____ TIN

#: _____

Hood River County - Administration
601 State Street Hood River, Oregon 97031

By: _____ Date: _____

Jeff Hecksel, County Administrator

Grantor Contact Person:

Contact Telephone Number:

Contact e-mail address:

DRAFT



Columbia Cascade Housing Corp.

Hood River County Down Payment Program

What Does the Down Payment Assistance Program Cover?

- Down payment and closing costs, and pre-paid expenses associated with buying a home
- Shared Equity DPA: Up to \$125,000 in assistance with Shared Equity
- Sales and/or appraisal price of the home cannot exceed \$480,000

Funding provided by Columbia Cascade Housing and the following partners:



Call - (541) 296-3397

Se habla Español



Am I Eligible?

- Have not owned a home in the last three years, or I have been displaced or divorced
- Buying a single-family home or condominium within Hood River County
- Completed ABC of Homebuying or other comparable home buyer education class
- Is approved for a mortgage loan from a participating lender

Household income is less than 100 percent of the Hood River County area median family income (MFI)

- Currently \$70,700 for a family of 4



ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2020 Y.T.D.	CURRENT ENCUMBRANCES	2020 TOTAL	2020 REMAINING BALANCE	% USED
FUND 460 CONSTRUCTION EXCISE TAX							
DEPT 99 SPECIAL REVENUE - OTHER							
DIV 37 CET - HOUSING PROGRAM							
300.01-01	BEGINNING FUND BALANCE	111,522-	143,778-	0	143,778-	32,256	128.92
341.85-10	HOUSING PROGRAM	50,000-	27,670-	0	27,670-	22,330-	55.34
		-----	-----	-----	-----	-----	-----
*		161,522-	171,448-	0	171,448-	9,926	106.15
		-----	-----	-----	-----	-----	-----
**	REVENUE	161,522-	171,448-	0	171,448-	9,926	106.15
463.30-31	CET - HOUSING PROGRAM	161,522	0	0	0	161,522	.00
		-----	-----	-----	-----	-----	-----
*	MATERIALS AND SERVICES	161,522	0	0	0	161,522	.00
		-----	-----	-----	-----	-----	-----
**	EXPENDITURE	161,522	0	0	0	161,522	.00
***	CET - HOUSING PROGRAM	0	171,448-	0	171,448-	171,448	.00

ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2020 Y.T.D.	CURRENT ENCUMBRANCES	2020 TOTAL	2020 REMAINING BALANCE	% USED
FUND 460 CONSTRUCTION EXCISE TAX							
DEPT 99 SPECIAL REVENUE - OTHER							
DIV 38 CET - DEVELOPER INCENTIVE							
300.01-01	BEGINNING FUND BALANCE	158,411-	220,922-	0	220,922-	62,511	139.46
341.85-11	DEVELOPER INCENTIVE	70,000-	46,694-	0	46,694-	23,306-	66.71
		-----	-----	-----	-----	-----	-----
*		228,411-	267,616-	0	267,616-	39,205	117.16
		-----	-----	-----	-----	-----	-----
**	REVENUE	228,411-	267,616-	0	267,616-	39,205	117.16
		-----	-----	-----	-----	-----	-----
463.30-32	CET - DEVELOPER INCENTIVE	158,411	0	0	0	158,411	.00
		-----	-----	-----	-----	-----	-----
*	MATERIALS AND SERVICES	158,411	0	0	0	158,411	.00
		-----	-----	-----	-----	-----	-----
463.99-99	ENDING FUND BALANCE	70,000	0	0	0	70,000	.00
		-----	-----	-----	-----	-----	-----
*	TRANSFERS AND OTHER	70,000	0	0	0	70,000	.00
		-----	-----	-----	-----	-----	-----
**	EXPENDITURE	228,411	0	0	0	228,411	.00
		-----	-----	-----	-----	-----	-----
***	CET - DEVELOPER INCENTIVE	0	267,616-	0	267,616-	267,616	.00

ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2020 Y.T.D.	CURRENT ENCUMBRANCES	2020 TOTAL	2020 REMAINING BALANCE	% USED
FUND 460 CONSTRUCTION EXCISE TAX							
DEPT 99 SPECIAL REVENUE - OTHER							
DIV 39 CET - NEXUS TO HOUSING							
300.01-01	BEGINNING FUND BALANCE	55,453-	82,658-	0	82,658-	27,205	149.06
341.85-12	NEXUS TO HOUSING	25,000-	19,024-	0	19,024-	5,976-	76.10
		-----	-----	-----	-----	-----	-----
*		80,453-	101,682-	0	101,682-	21,229	126.39
		-----	-----	-----	-----	-----	-----
**	REVENUE	80,453-	101,682-	0	101,682-	21,229	126.39
		-----	-----	-----	-----	-----	-----
463.30-33	CET - NEXUS TO HOUSING	80,453	0	0	0	80,453	.00
		-----	-----	-----	-----	-----	-----
*	MATERIALS AND SERVICES	80,453	0	0	0	80,453	.00
		-----	-----	-----	-----	-----	-----
**	EXPENDITURE	80,453	0	0	0	80,453	.00
		-----	-----	-----	-----	-----	-----
***	CET - NEXUS TO HOUSING	0	101,682-	0	101,682-	101,682	.00
****	SPECIAL REVENUE - OTHER	0	540,746-	0	540,746-	540,746	.00
*****	CONSTRUCTION EXCISE TAX	0	540,746-	0	540,746-	540,746	.00

REPORTS

Memorandum

To: Jeff Hecksel, Hood River County Administrator, Hood River County Board of Commissioner
From: Marla Harvey, Energy Coordinator [MCEDD Program Manager]
Date: April 19, 2020
Re: Hood River County Energy Plan Implementation Update

The Hood River County Energy Council formed in 2019 to collaboratively develop and execute an implementation strategy for the ambitious Hood River County Energy Plan. Supported by staff at Mid-Columbia Economic Development District, this 11 member council is working with local and regional stakeholders to advance the Energy Plan through strategic planning, project recommendations and development, relationship building, and fundraising. As the Energy Council moves into its second year, we recognize an opportunity to increase communication with and feedback from the Hood River City Council and Board of Commission and look forward to a joint City and County presentation and discussion as the first step in that direction. While we wait for a safe time for this in person discussion, we want to thank Hood River County for your financial support and share some highlights from our first year.

2019 Accomplishments

In 2019, the Energy Council focused its efforts on creating a strong organizational foundation, assessing opportunities for community solar investment, increasing local resiliency and sharing resources with public jurisdictions with the following efforts:

Formalized the Energy Council and increased expert in-kind support. Current Energy Council members add expertise in climate policy, energy project finance and development, electric vehicles, community engagement, and low-income energy assistance. Community members, non-profits, public bodies, and technical assistance providers are also coordinating with the Energy Council to pursue or provide resources to support Energy Plan implementation.

Secured resources to increase community resilience. Specifically, resources that:

- Are funding the design of solar and storage microgrids at ten critical facilities throughout the County, including the Hood River Health Department. These systems would reduce disruptions by providing continuous power for critical services in extended outages without the refueling or health costs of traditional backup power systems. They would also reduce energy costs in normal conditions.
- Supported development of a power-outage preparedness resource list detailing weatherization, backup power options, and funding sources that would support a Get Ready Gorge preparedness campaign for outages and other emergencies.
- Could help the community understand and prioritize resilient energy projects through the creation of maps and prioritization tools that overlay needs with energy opportunities.
- Could increase ability to fund energy resilience systems by supporting data collection and research that builds the community and business case for resilient energy systems.

In addition to the resilience work, **which is being designed with input from Hood River County's Emergency Management to support current and future preparedness**, the Energy Council supported Hood River County's participation in successful efforts to increase energy efficiency of building codes.

Increased Investment. In the last year, volunteers and staff helped **leverage close to a million dollars to support Energy Plan implementation** in the form of feasibility studies, project grants, and grants to increase local capacity. In addition to those already listed, Council members and staff fundraised for or connected the community to grants and opportunities that supported innovative projects such as: Adams Creek Co-housing's work towards a net zero energy, fossil free 25 unit new development; a pilot for the first rural electric car share in the nation, feasibility for hydro generation projects in irrigation systems, and a potential electric school bus and micro grid pilot.

Looking Ahead

While a lot was accomplished in 2019 through dedicated staff, volunteer, and partner efforts, we know it is just the beginning.

In 2020, the Energy Council hopes to expand on the work started in 2019 by:

- Supporting planning and funding efforts for backup systems at critical facilities.
- Continuing to plan, prioritize, and implement energy projects that increase community resilience in the long term. Specifically, using mapping tools to prioritize projects that meet community needs, analyzing the business impacts of power outages, identifying and securing funding streams that can support energy resilient systems, and more.
- Supporting public partners in completing assessments, identifying opportunities, and securing technologies that increase resilience and efficiency of publicly owned facilities and fleets, such as school buses and City and County buildings.
- Increasing access to weatherization and renewable energy funding through local campaigns that strategically promote opportunities in communities where access to these resources is low but its impact would be significant.
- Explore opportunities to increase publically available charging stations.

As we move forward with supporting Energy Plan implementation, we hope we can continue to count on Hood River County for support. Stable local match is critical to showing community buy in and leveraging outside resources. We also hope to continue to work with Hood River County on emergency preparedness resilience planning and execution.

Request: To support this important work and ensure Energy Plan implementation continues to be a collaborative, multi-jurisdictional, and effective effort, please continue to support this important work with a contribution of \$10,000



April 2020

Director's Report

The following is a general summary of my department's activity.

On October 1, 2019, Airbnb started collecting transient room tax for Hood River County for reservations made through their website. Up to that date, they had not collected TRT for Hood River County because no agreement was in place. Airbnb requires an executed agreement before they will collect the tax and previously that was not supported by staff. In January we received our first check from Airbnb for the quarter ending December 31, 2019 and it was roughly \$11,000 more than what we normally collect from self-reporting properties. We have not yet received the check for the quarter ending March 31, 2020, but it is expected to be around the same amount. Due to COVID related closures, we are not expecting to receive any TRT revenue for the next quarter.

In general, revenues are coming in slower than usual due to COVID. It appears that most departments are being affected to some degree. The effect to the projected ending fund balance for the General Fund is yet to be determined. Interest rates on investments continue to drop. The LGIP (Local Government Investment Pool) lowered its rate on April 2 to 1.75% from 2.00%. This time last year it was 2.75%.

Last month we created a payment center on our website in order to better serve our remote customers. This had been a work in progress before the COVID crisis, but has now become a critical tool since we have closed our offices to the public. The process for using it is simple. Customers who require services contact our offices via phone or email and make their request. We then give them a price for the requested services. The customer goes to the payment center, makes their payment by credit card and receives a receipt via email which they forward to us. After confirming payment, we send out their request. You can check it out at <https://www.co.hood-river.or.us/> and click the "Payment Center" tab at the top of the page.

The COVID crisis is putting a great strain on my department as we try to keep up with all the payroll changes. New payroll tables have to be created within our accounting software to help run the calculations that are required to support the new COVID related Federal sick leave and school closure legislation. This legislation is so complex that we will have to do much of the tracking and calculations by hand. We also created a special supplemental time sheet to help track the COVID related leave. We are working with the Health Department and Sheriff's Office, which have employees that are accruing vacation and comp time over the maximum amount allowed, and paying employees out each pay period for the excess hours. We are setting up new procedures to accommodate those employees that are working from home, so that they can submit their timesheets to us with all the required signatures - for example, submitting pictures taken with their cell phones since they do not have scanners. It is no exaggeration to say that new challenges pop up daily. It is worth noting that Budget & Finance staff are unable to work remotely - from home or elsewhere - and must come to the CBAB to perform our duties. Our accounting software and printers are not set up to function remotely and require direct connection to the server in the CBAB.



Hood River County Community Development

Planning, Building Codes, Code Compliance, Economic Development & GIS

601 State Street, Hood River OR 97031

ERIC WALKER, DIRECTOR
(541) 387-6840 • plan.dept@co.hood-river.or.us

TO: Jeff Hecksel, County Administrator

FROM: Eric Walker, Community Development Director

RE: Quarterly Report – FY 19/20 (Third Quarter)

DATE: April 9, 2020

STAFFING CHANGES:

None to report.

PLANNING:

During the third quarter of this fiscal year, 59 land use applications were received by the Planning Department, which is down approximately 23 percent over the same period last year. Planning permit fees collected were also down the same amount. We contribute much of this downturn to COVID-19, which has resulted in planning application numbers dropping by almost 50 percent over the last month. This is abnormal since permit numbers over the last 5 years have consistently increased between the months of February and March by 8 to 48 percent as homeowners and development take advantage of improving weather conditions. One benefit of the current slowdown is that planners have been able to spend additional time working on the current backlog of administrative applications.

According to Host Compliance, the current number of identified short-term rentals (STRs), both permitted and unpermitted, operating within the County's jurisdiction has dropped by more than half since last August to approximately 74. There are currently 18 properties being actively enforced. Of these, 9 are pending citations/fines as soon as hearings can be scheduled with the County's Hearings Officer. (*Hearings initially proposed for March were postponed to June due to COVID-19.*) The other 9 either received a first or second enforcement letter that gave them 60 and 30 days, respectively, to either cease operations or make application.

In March, the Planning Department completed its 5-year implementation report mandated as part of the County's adopted Total Maximum Daily Load (TMDL) Implementation Plan and associated intergovernmental agreement with Oregon DEQ. A letter from DEQ indicating that the report fulfilled the submittal requirements of the agreement has been received. Attached is copy of the report provided.

The Planning Department recently received two appeals of land use decisions made by the County Planning Commission. One involves the denial of a Forest Template dwelling (Jones) and one involves the approval of a permit extension (Thrive/Apollo Land Holdings). The Jones' appeal is proposed to be

heard by the Board at their May 18th regular meeting, while the Thrive/Apollo appeal is proposed to be heard on June 15th, unless these date needs to be extended due to COVID-19 concerns.

After a series of appeals related to the process and criteria used to evaluate permit extensions, the Planning Commission recommended that Planning staff initiate code amendments related to this issue. In response, staff is working with County Land Use Counsel to develop new code language to clarify the process and eliminate the discretion currently found in some of the existing code, which has resulted in these recent appeals. It is anticipated that draft amendments will be presented to the Planning Commission during a work session in May, following by one or more public hearing starting in June. If all goes well, the proposed code amendments will be available for consideration by the Board sometime in July or August.

COVID-19 Response (Planning): Although County buildings are currently closed, the Planning Department remains open during normal business hours and continue to serve the public by phone, email, and regular mail. Most of the Planning Department staff continues to report to work as normal, although two of our planners are currently working from home. Both continue to process applications and are still able to respond to phone and email inquiries as normal. Daily staff contacts continues and regular weekly staff meetings are being held through Zoom video conferencing.

To assist the public during this time, Planning staff is being more deliberate and spending additional time (*as needed*) to assist customers with finding application material online and walking them through the process of submitting their application via email or regular mail. We have also worked with the State to expand our existing ePermitting system to allow the receipt of Planning application fees online. Additionally, we have temporarily stopped requiring property owners to obtain agency signatures on building permit application forms, but are instead emailing the applications and related materials directly to the affected public agencies for their review and approval.

Finally, we have modified the department website to better inform the public of our current availability, but are also working with our web design company to improve/add certain features to better clarify how to contact department staff, obtain application forms, and apply remotely.

BUILDING:

Total permits issued by the Building Department during the last quarter (309) was down approximately 11 percent over the same period last year. However, total permit fees collected during the quarter was down approximately 55 percent over this same period. This discrepancy is based on the type of applications received, which included fewer single-family dwellings and commercial development projects.

COVID-19 Response (Building): Similar to Planning, the Building Department is maintaining normal business hours and “mostly” normal operations. To maintain department functions and minimize the risk of having inspection services interrupted, our two permanent building inspectors are keeping themselves apart. Daily inspections are dispatched via the State’s ePermitting system and daily interactions are primarily occurring by phone and email. Building plan reviews are continuing to occur either in the office or remotely.

Most inspections are occurring as normal, although some, for instance, within occupied homes are either being deferred or allowed to be verified using photo or video evidence. Building staff is working hard to minimize impacts to building contractors and property owners during this time in order to sustain the building industry as much as possible.

CODE COMPLIANCE:

During the last quarter, 11 new enforcements cases were received, which excludes all active STR violations. Historically speaking, this number is high considering that 15 enforcement cases were received all of last year and 18 the year prior.

GIS:

In addition to the day-to-day GIS tasks of database maintenance and software/data updates, Mike Schrankel rolled out a new public facing WebMap during the first week of February. In the subsequent weeks, he has developed and released three department specific WebMap applications. He is now in the process of refining the data and tools on those sites in response to feedback that he has solicited from users.



Hood River County Community Development

Planning, Building Codes, Code Compliance, Economic Development & GIS

601 State Street, Hood River OR 97031

ERIC WALKER, DIRECTOR
(541) 387-6840 • plan.dept@co.hood-river.or.us

TO: Tessa Edelen, Water Quality Basin Specialist, Oregon DEQ

FROM: Eric Walker, Community Development Director

RE: Hood River County TMDL Implementation Review (2014-2019)

DATE: March 20, 2020

The following information is provided in response to and in satisfaction of the 5-year reporting requirement outlined in the Hood River County Western Hood Subbasin TMDL Implementation Plan, dated June 25, 2004:

1. Please provide a discussion of the most positive or best plan elements implemented in the review time frame.

The County's TMDL Implementation Plan includes several management measures for evaluating its progress, such as committing to the protection of riparian areas on County owned lands, conducting performance monitoring, and implementing public outreach. During this review time, the County completed the following items towards implementing its plan:

- County Planning staff was diligent in working to implement and enforce adopted Stream Protection Overlay (SPO) guidelines and associated buffers. Stream setbacks for buildings were also consistently applied in those zones where required, such as the Exclusive Farm Use, Forest, Primary Forest, and Floodplain Overlay zones, which make up the majority of land within the County.
- The County Planning Department's outreach program was limited during the review period mostly because of constrained funding and staff time. However, Planning staff has been consistent in advising property owners of the SPO requirements wherever projects are proposed on property containing a stream zoned SPO, even when such projects do not involve buffer encroachments. This occurs either during initial counter contacts as property owners begin the process of developing their building plans or as conditions of approval implemented as part of an issued permit.
- In compliance with its 2015 amended Tree Farm Management Plan, the County Forestry Department met or exceeded all buffering requirements along fish bearing streams when conducting forest management. Although not required, they also provided buffers along other watercourses, such as irrigation ditches, to avoid non-target application and drift. The County Forestry Department also participated in the local Hood River Watershed Group and the local Pesticide Stewardship Partnership to enhance resource understanding, education, and protection.
- In compliance with its Certified Tree Farm Management Plan and Recreation Trail Master Plan, the County Forestry Department worked diligently to educate various users of County forestland, especially those who use bikes and other off highway vehicles (OHVs) for cross-country travel. As part of an ordinance created to provide for recreation trails on the County's Tree Farm, the County Board of Commissioners created a Recreation Trail Committee, which has allowed County Forestry staff to connect with the various user groups to provide education on Best Management Practices and policies, such as limits on unauthorized trails along

and across streams. The Trail Committee meets quarterly and includes constituents from various interest groups, including hikers/runners, equestrian riders, mountain bikers, motorcyclist, and quad/side-by-side/4x4 operators.

2. Please provide a discussion on any impediment to plan implementation and proposed solutions for the next five-year cycle to overcome those impediments.

The greatest impediment to plan implementation involves the current County budget crisis, which has caused reductions in Planning Department staffing levels. Even with fewer staff, similar workloads exist, which has resulted in extended timelines for permit reviews and reduced counter hours. The County is currently seeking a 5-year operating levy, which will be voted on by County residents in May 2020. The Department is hopeful that passage of this levy will maintain current County services, but it will not likely result in additional staff. The only apparent solution to this problem is additional revenue. Outside grant funding could certainly provide some relief, but also involves a time commitment for grant management and oversight, which the Department cannot commit to without further staff or partnerships with other agencies, such as the Hood River Soil and Water Conservation District or Hood River Watershed Group.

The County has yet to adopt the SPO regulations for lands within the Hood River Urban Growth Area (UGA), which has resulted in at least one case of resource impacts. The solution to this problem would involve two actions: (1) the City requesting the County to adopt the City's adopted SPO regulations for the UGA, and (2) the County initiating a Comprehensive Plan Amendment and Zone Change to formally adopt these regulations.

3. Please describe opportunities of which you took advantage and how you will incorporate them into the next revision of the plan.

During the last six-year reporting period, the County took advantage of the following opportunities for the benefit of riparian preservation and fish habitat within Western Hood Subbasin:

- The County partnered with the Hood River Soil and Water Conservation District by providing funds for a groundwater study within Hood River Valley. The project involved measuring and recording well levels on a quarterly basis for up to 25 sites. The primary purpose of this work was to document existing ground water conditions, which will enable Oregon Water Resources Department to detect changes over time. Of particular concern is the risk of increased future groundwater withdrawals decreasing streamflows, which could impact stream temperatures and fish habitat. Six years' of data have been obtained so far and the County is in the process of allowing unspent funds to be used for six more years of monitoring in order to obtain additional data.
- The Hood River County Forestry Department updated the County's Tree Farm Management Plan in 2015. As part of this plan, the County continues to meet or exceed Oregon Forest Practices Act regulations, including water quality, stream buffers, and wildlife protections, and works closely with Oregon Department of Forestry (ODF) and Oregon Department of Fish & Wildlife (ODFW) staff to "optimize these protected values." In addition, as part of the Tree Farm System third-party certification process, County operations are periodically audited before being certified by the Program for the Endorsement of Forest Certification.
- The County worked with the Hood River Watershed Group and Confederated Tribes of the Warm Springs to restore fish passage on Evans Creek at Hutson Drive near Parkdale by replacing two undersized culverts with a new culvert. Approximately 400 feet of stream channel was also restored to its original location, with native trees and shrubs planted throughout the riparian area.
- The County recently assisted Farmers Irrigation District (FID) with their project to expand the capacity of Kingsley Reservoir. Once completed, the project will provide greater water storage and increased late-season stream flows along Ditch Creek, which is identified as a fish bearing stream. More importantly, stored water in Kingsley Reservoir decreases live stream flow demand from Greenpoint and Deadpoint Creeks (*both fish*

bearing streams with Greenpoint being salmonid habitat) leaving more cold water in-stream late in the summer when it is needed most. The County's involvement included the transfer of approximately 19 acres of County Forestland to FID in order to accommodate the additional storage area.

- The County was involved with two pipeline projects involving local irrigation districts. The first project involved the replacement of a 30-year old above-ground metal pipeline with a buried high-density polyethylene pipeline capable of withstanding impacts and ground movements. The pipeline, which is part of the FID irrigation system, runs through County forestland. The County was proactive in allowing FID to stage materials and work outside their easement. According to FID staff, "we couldn't have completed our project on our tight timeline without the cooperation and flexibility that the County provided." The project resulted in conserving approximately 1.25 cubic feet per second (cfs) of water that was dedicated to in-stream flows in North Greenpoint Creek. The second project involved an East Fork Irrigation District (EFID) plan to pipe its Eastside Lateral Canal. To accommodate part of this project, the County granted a separate easement along an 820-foot segment of County forestland in order to shorten the alignment at significant savings to EFID. Upon completing this project, at least 6 cfs of water will be available for increased stream flows in the East Fork of the Hood River.

The County will continue to work with and support other agencies when opportunities arise to protect and restore riparian areas and waterways critical for fish habitat located within the Subbasin. Upcoming opportunities include the next phase of the EFID pipeline project in Dukes Valley and other projects identified in the soon to be completed Hood River Watershed Group Strategic Action Plan, some of which are located on County lands.

4. Update the planning matrix (as a table or in narrative form) to reflect activity in the past 6 years; provide information for each strategy and performance measure.

See attached spreadsheet identifying the land use applications processed over the last 6-year reporting period involving projects occurring on property zoned SPO.

5. Please discuss potential goal revisions for the next five years and barriers implementing them.

It was brought to the County's attention that there is an unnamed tributary of Trout Creek located west of Parkdale that ODFW considers fish bearing, which was not zoned SPO. It is unclear why this stream was not identified as fish bearing as part of the original adoption process in 2004. Nevertheless, it has been confirmed by ODFW staff to be fish bearing and, therefore, the County Comprehensive Plan and Zoning Ordinance should be amended accordingly. Another potential fish bearing stream that is not zoned SPO is Shelly Creek, which is a tributary of Neal Creek and located in the Pine Grove area. A review of this and other potential fish bearing streams, as determined by ODFW, may also be warranted.

Another revision that is worthy of further consideration includes the adoption of stream setbacks in all zones within the County, whether fish bearing or not. Currently, there are no stream setbacks for buildings in the Rural Residential (RR), Rural Center (RC), Mt. Hood Unincorporated Community Commercial (MH-C1), Commercial (C-1), Industrial (M-1), and Light Industrial (M-2) zones, unless the stream is also zoned SPO and/or Floodplain. Making a change to implement a County-wide minimum building setback from all naturally occurring watercourses, or at least a modified setback to align with the minimum SPO buffer of 50 feet, would provide another opportunity to minimize impacts to streams and associated riparian areas.

As discussed earlier, the County's current budget deficit and associated staffing impacts represent the greatest barrier to adopting and implementing new goal revisions during the next 5-year period.

6. What activities would you like to see completed on a regional scale?

No suggestions at this time.

January – March 2020 Forestry Department Quarterly Report

Timber Sales

- Planning & field layout conducted on 5 large sales for FY 22-23, one sale advertised to sell April 30.
- For the first time, the Forestry Department sent a preview sale list to purchasers for 2020.
- Field administration/active logging and road work on 3 timber sales.
- Sale contract prep and office administration on 9 timber sales. Monitoring COVID-19 impacts.
- ODF FERNS notification processing for all Timber Sales and reforestation activities.

Forest Management

- Log Markets: Log prices came down 15-20% due to COVID-19 shutdown impacts at quarters end. Rebound may occur once construction starts back up again.
- Soliciting bids for the third year of County Forest inventory. Lots of bidder interest.
- Met or corresponded on 3 water/irrigation district projects. Initiated hearing, now postponed.
- Budget Prep and annual archiving.
- Continue evaluation/correspondence on land transaction opportunities.

Timber Stand Improvement

- Data entry of reforestation surveys and final updates to KV Files.
- Pre-plant contract work, seedling lifting and delivery of approximately 189,000 seedlings in March.
- Planting began March 30, 2020, much earlier than the last two years.
- Road system recon of snow for planting access. Forestry cat used for road system maintenance.
- Spring Release, Site Prep and Big Leaf Maple Herbicide contract planning.
- Was able to obtain 1 bid for spring release vegetation control.

Forest Recreation

- Forestry Department reviewed 10 event applications for 2020. Several requests are larger and expanded.
- Staff organized and attended recreational trail committee meeting in March.
- Implemented Recreation Closure on County Forest, forest roads and trails.

Training

- 1 employee studied pesticide applicator materials and passed Department of Agriculture licensing exams.
- Forest Manager attended Forest Mgt. and Safety course and NW Timberlands Mgt course.

Personnel

- New Recreation Manager started work on January 21st, 2020.

Needs & Issues

- With increased demand and duration of events promoted on County Forest a Special Use Permit system will need to be developed to permit certain uses and activities. Planning for 2021.
- In coming years, Forestry Department will consider additional road improvements in the Family Man area due to increasing recreational traffic during the logging season.
- COVID-19 has impacted Forestry Department operations, including staff work locations, timber prices, contractor availability, and recreation closure management. Most essential operations continue. COVID-19 may impact forest fire resources and operations in 2020.
- Due to drier than normal conditions, a difficult fire season is forecasted.

Human Resources – Quarterly Report
January – March 2020

General Activity: General employee relations support. Reformatting job descriptions in support of Oregon Equitable Pay Act. Continuing work on the updating of the Employee Handbook (Hood River County Personnel Code). Scheduled and canceled Oregon Government Ethics Training (COVID-19) for general employee population.

- Beginning interest based negotiations on 1082 AFSCME General Employee Contract
 - Researching Union requested Layoff Language changes;
- Documentation prepared for LEA Arbitration scheduled for June 2020;
- Received Grievance from DDA Union Contract Employee
 - Currently tabled due to COVID-19;
- Received notification for Grievance Hearing on former 2503 Union Contract Employee
 - Currently tabled due to COVID-19.

Administration Office

- Working closely with Administration on COVID-19 Messaging
- Developed COVID-19 Leave Policy

Budget and Finance

- Opened Payroll Accountant Role – Sourcing at this time

District Attorney

- General Employee Relations

Forestry

- Opened OHV Forestry Technician opportunity

Health Dept

- Working closely with Health Department on COVID-19 Messaging and PSAs.

Public Works/Parks & Bldg

- Opened Pak Technician role (x1)
 - Assisted with interview questions, Issued Offer Letters, prepared/delivered new hire documentation
- Opened Road Technician positions (x2)
 - Assisted with interview questions, Issued Offer Letters, prepared/delivered new hire documentation

Records & Assessment

- Opened Property Appraiser-Appraiser Trainee role
 - Assisted with interview questions, Issued Offer Letters, prepared/delivered new hire documentation
- Assisted with COVID-19 questions/messaging

Sheriff Office/911 Dispatch

- LEA Arbitration moved to June 2020
- Opened 911 Dispatch position (x1)
 - Assisted with interview questions, Issuing Declination letters
- Opened Sheriff Deputy position (x2)
 - Assisted with interview questions, Issuing Declination and Keep Warm Letters

Hood River County - Open Jobs

4/20/2020

Key:	
	Funded thru General Funds
	Partially Funded thru General Funds
	Not Funded from General Funds

Posted

911 Dispatch	In Background	
Property Appraiser/Appraiser Trainee	Hired	
Sheriff Deputy (x2)	In Interviews	
Seasonal Park Technician	Hired	
Road Technician (x2)	Hired	
Payroll Accountant	In Interviews	New
OHV Trails Specialist-Seasonal	Sourcing	New

Reserve Deputy Sheriff	Collecting Apps	Passive Search-Job only posted on County Site
------------------------	-----------------	---

Not Posted

Juvenile Probation Officer

March 2020 Quarterly Report

Jeff:

Below are the numbers for the Justice Court for the first quarter of 2020:

DATES	MONTHLY TOTALS	DOCKETED	CLOSED	COUNTY TOTALS	JC TOTALS	STATE TOTALS
FY						
Jan/Mar						
2018/19	\$232,338.38	1041	906	\$111,645.74	\$96,563.55	\$120,692.63
FY						
Jan/Mar						
2019/20	\$220,651.03	886	871	\$105,750.09	\$90,597.59	\$114,900.94
TOTALS	\$11,687.35	155	35	\$5,895.65	\$5,965.96	\$5,791.69

Any questions feel free to call me.

Debra Reed-Sharp
 Justice of the Peace
 Cascade Locks Justice Court

QUARTERLY REPORT- Juvenile Department

January – March 2020

It's been an interesting quarter at the Juvenile Department. We've done some reorganizing of case assignments and duties among staff. We've had some high-risk felony referrals this quarter that require a significant amount of collaboration and work time. We've also had a youth committed to the Youth Correctional Facility. We work hard to keep the youth we work with in our community whenever possible. Unfortunately, there are circumstances that sometimes make this impossible.

Due to the Covid 19 pandemic and the governor's orders for social distancing, we've made some modifications to our schedules to allow for as few people in the office at a time as possible while still maintaining regular business hours. We also continue to be on-call for law enforcement 24/7. We are conducting meetings with our clients by phone more frequently and written assignments are being turned in by email. Most clinicians are still seeing our clients for their treatment needs either by phone or virtually. We are also participating in meetings with community partners either by phone or using web-based conferencing platforms. We are currently working to develop a way for our clients to keep up with their community service hours while the work crew isn't operating. It will include youth watching approved Ted Talks and writing essays and/or having dialogue with their Juvenile Counselor about what they learned.

This is a difficult and scary time for the youth we work with. Their immediate future is uncertain and they are missing the social and emotional connection that they got from school. It's important that they maintain some structure in their lives and connections with people outside of their family. They need us to be empathetic of the circumstances and help them process their feelings around the massive changes in our world.

Robbie Johnson, Director



HOOD RIVER COUNTY PUBLIC WORKS

MIKEL S. DIWAN, DIRECTOR

918 18th Street • Hood River, OR 97031 • (541) 386-2616 • FAX (541) 386-2912

FY 2019-20 QUARTERLY REPORT – PUBLIC WORKS DEPARTMENT 3rd QUARTER; JANUARY 1 – MARCH 31

ADMINISTRATION

- There was one vehicular accident this quarter involving building maintenance staff but there were no injuries and the other driver was at fault. The department is currently at 772 consecutive accident/injury-free days and 2,134 time-loss free days.
- Two vacant Road Technician positions were filled in March which finally filled all vacancies on the road crew; however, one of them resigned the following day. The position will be re-advertised in late spring.
- The vacant Engineering Technician position was scheduled to be advertised in April but due to current social distancing measures and workforce impacts the decision was made to delay advertising until at least May.
- Two employees were offered Work-from-Home options due to the COVID-19 outbreak and to increase social distancing. Only one employee utilized the option.
- The outbreak has not interrupted department functions much, but several work items have been suspended.
- Public Works revenue shortfalls due to the outbreak are still being estimated but based on 2019 revenues the Parks Department is estimating a loss of about \$75,000 just due to camping fees if the closures extend thru June. It's expected that State funding for parks may also see a substantial decrease.
- A comprehensive Public Works equipment and county bridge replacement schedule was completed in late March which identifies replacement sequencing and funding needs. Based on the plan schedule the annual funding need for Public Works equipment and county bridges is approximately \$820,000.

ROADS

- Plowed and sanded county roads as needed. Plowing was light but sanding and deicing was consistent with past years. About 70% of roads have been swept of sand and all will be complete by the end of next quarter.
- Cleaned ditches along Scott Road, Sunday Drive, Highline Drive, lower Fir Mountain Road, Baldwin Creek Road and portions of Eastside Road and Belmont Drive.
- Repaired guardrails on Country Club Road and Wy'East Road.
- Flushed culvert pipes on lower Fir Mountain Road, Highline Drive and Baldwin Creek Road.
- Replaced four culvert pipes and repaired shoulders on Baldwin Creek Road.
- Added rock and graded Post Canyon Drive from the end of pavement to 7-Streams Staging Area.
- Cold-mix patched roads as needed and brushed roadside ditches when time allowed.
- Demolished the old restroom building at Toll Bridge Park and removed remaining parts of the ball field.

MAINTENANCE

- Received and outfitted a new vehicle for the Forestry Department.
- Received three vehicles for the Sheriff's Office and sent them to Day Wireless to be outfitted.
- Ordered one replacement vehicle for Central Services and two for the Health Department. Delivery had been scheduled for June but with current shutdowns delivery may be delayed until after the end of the fiscal year.
- Sold numerous surplus vehicles through online auctions. Over the past 15 months over \$80,000 has been generated from selling surplus equipment on the Govdeals.com website.
- Had the Quonset Hut painted and scheduled to have the truck shed roof replaced.
- Made needed repairs to the chip spreader in preparation of the 2021 paving season. Having additional help in the shop has allowed several other deferred repair projects to finally get addressed.



HOOD RIVER COUNTY PUBLIC WORKS

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- Upgraded the new security door entrance to the Public Works office. Due to the outbreak all entry doors have been locked during the day and having the security entrance installed made the transition a lot easier.
- Overall, winter repairs were light and there were no major breakdowns this season.
- Both the equipment repair and fuel budgets finished the Quarter at about 49% expended. Fuel purchases have decreased dramatically since CAT and the city switched vendors, which has made the county fuel system a lot more reliable.

ENGINEERING

- Twenty-five various permit requests were processed, including twelve for construction or other work within the Right-of-Way, ten for over-dimensional truck permits, and three utility locate requests.
- Twenty-four Land Use applications were reviewed for comments on behalf of Community Development.
- A draft Pavement Maintenance Plan was prepared for all county maintain roads. The plan assumes a 12-year treatment cycle and identifies which roads will be treated in a given year as well as provides cost estimates for the work. Since the plan accounts for all county roads it is intended to be used in perpetuity and repeated every twelve years; i.e. the roads to be treated won't change but the actual treatment might.
- Staff developed and executed a 2020 Retro-Reflectivity Study Plan for inspecting all county regulation traffic signs. The study was federally mandated to be developed by 2014 and completed by 2019.
- Developed and began executing a plan to update curvilinear roadway signs where mandated. Staff worked closely with the sign crew to provide layout and staking services for the installations.
- Established traffic count standards and began collecting data for county roads. Traffic counts are not required under any mandate but the most recent data the department has is from 2003.
- Assisted with developing the scope of work and traffic control plan for the 2020 paving program. This year's work includes constructing thin overlays over portions of Country Club Road and Brookside Drive.
- Began developing and ADA Transition Plan for all county roads and Public Works facilities, which was federally mandated to be completed by 2014.
- Staff also spent a significant amount of time performing permit inspections for work within the Right-of-Way, including inspections for the Dee Irrigation piping project, the Crystal Springs / Ehrck Hill bridge waterline attachment, and Zayo's fiber line attachments to three bridges on Lost Lake Road.
- Additional time was spent reviewing pre-permit projects, including the East Fork Irrigation piping project planned on the east side of the valley and for six Small Cell Tower applications.
- Continued developing an RFP for the Barker Road Reconstruction project, updating the Hood River County Road Standards, and identifying criteria for the 2020 Road Asset Inventory project.

LANDFILL

- The 2019 Annual Environmental Monitoring Report and 2018-2019 Leachate Irrigations System Report were submitted to DEQ in January. Neither report indicated any substantial changes from the prior year.
- Several repair needs were identified in the reports, including repairs to two gas probes and the replacement of several signs. The signs have been replaced and repairs to the gas probes are expected to be done later in 2020.



HOOD RIVER COUNTY PUBLIC WORKS

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SURVEY

- 11 surveys were filed during the quarter, including 4 Partition Plats, 1 PLA and 6 Records of Survey.

PARKS

- Staff installed a new mainline water meter at Tucker Park to assist with identifying water leaks. Funds have also been requested in the FY21 budget submittal to install additional meters throughout both Tucker and Toll Bridge parks as water leaks are a regular occurrence and difficult to isolate.
- Sixty fire rings were purchased for Toll bridge Park and should be installed this spring or summer. An additional thirty will be purchased next fiscal year which will result in all campground fire rings being replaced over the last 5 years and should reduce the potential for fire spread in unmanaged areas.
- The last order of coin-operated shower units were received and installed at Toll Bridge Park. All campground showers are now coin-operated and ready for use. Quarter change-machines were also ordered and planned to be installed this season; however delivery has been delayed due to the numerous shutdowns.
- An Asbestos and Hazardous Materials Survey was solicited for the Toll Bridge Park ball field restroom building, which was finally demolished with the assistance of the road crew.
- In response to the Board's Order No. 20-001 all parks and campgrounds have been closed or planned for delayed openings. The Public Works and Parks web pages have also been updated to reflect the change.

BUILDINGS

- Staff worked with Schlosser's Machinery to repair the railing along the courthouse driveway. Several new sections were fabricated and installed on the east end and the remaining sections were straightened and will have any broken pieces replaced. The total cost is expected to be about half of the original \$18,000 budget.
- A leak detection company was hired to locate a water leak at the courthouse which was eventually located under the 1st floor slab. Currently, the courthouse loses between 150,000 and 160,000 gallons of water per month due to leaks.
- Overhead solar light poles were ordered for the courthouse dirt parking area. Delivery is scheduled for April but may also be delayed due to shutdowns.
- Western Edge Tree Service was hired to remove a large maple tree in the CBAB parking lot that continually dropped branches and was considered a safety risk.

MUSEUM

- Domestic water issues at the museum were finally resolved. In February it was verified that all domestic and fire line water for the building are served by an unmetered city water main. All water costs paid to the Port of Hood River have been refunded and it is expected that the city will begin charging the museum for domestic water usage based on a standard rate once any remaining irrigation issues are addressed.
- The museum was closed during the month of January for programming and inventory needs and closed again in March until further notice due to the COVID-19 outbreak.

Records and Assessment
Departmental Quarterly Report: January - March 2020
Report Date: April 7th, 2020

Department Projects

Records and Elections

- The following chart displays quarterly statistics for recordings, marriage licenses, passports, and registered voter counts.

Year	Period	Recordings	Marriage Licenses	Passports	Registered Voters
2020	January - March	1,217	37	332	15,213
2019	October - December	1,220	33	306	14,979
2019	July - September	1,211	101	309	14,946
2019	April - June	1,140	62	259	14,696
2019	January - March	816	26	326	14,814
2018	October - December	935	30	334	14,673
2018	July - September	1,134	103	306	14,583
2018	April - June	1,170	61	331	14,350
2018	January - March	988	33	418	14,261

- We completed the annual passport agency recertification and the annual update of our election security plan due in January.
- On January 2nd, 2020 we began processing passport applications by appointment only. Processing passports by appointment has significantly improved our ability to grant leave requests, anticipate workload, limit disruptions, provide staff with dedicated time to focus on completing their mandated work, and provides a more personal and confidential experience to the customer.
- We have temporarily stopped processing passport applications due to COVID-19 on March 16th, 2020, because passports are not a mandated service. Prior to stopping, we had already processed more passports for this quarter, than the corresponding entire quarter for the prior fiscal year.
- All Counties in Oregon are receiving a security assessment for elections from the Department of Homeland Security. Our office had to reschedule the inspection for later this year due to COVID-19.
- Ballot design for the May 19th Primary election was completed in March.

Assessment

- The appraisers have completed 442 of the 614 flags for permit activity for the 2020-21 tax year.
- We have processed 472 of the 1,236 personal property returns sent in December. We conducted one evening personal property workshop at the Columbia Gorge Community College in January with 13 people in attendance.

Records and Assessment

Departmental Quarterly Report: January - March 2020

Report Date: April 7th, 2020

Assessment - Continued

- We received 11 petitions to the Board of Property Tax Appeals. Of those petitions, one was stipulated prior to the Board convening, one was defective and not resolved by the deadline, and two were dismissed, because they were filed after the deadline. The board convened and conducted hearings for the seven remaining appeals. Of the Appeals heard by the Board, three were for late filing penalties and four were for valuation issues. The board waived the late filing penalty on two of the three appeals and sustained the assessors roll value on the four appeals for valuation issues.
- We currently have three cases pending in the Magistrate Division of the Oregon Tax Court. One of the cases has been heard and we are waiting for a decision. Another one of the cases is for State Appraised property and will be handled by the Department of Justice. The last case has just been filed with the court and our response is due in late April.

Fiscal Status

- The budgeted amount for material and services appears to be adequate.
- Revenues for the year are at 89% of anticipated projection.

Personnel Supervision

- Brian and Darlene attended the County Assessor's winter conference in January.
- Brian, Darcy, and Tanner Hall our newest BOPTA Board member attended the BOPTA Board training in January.
- Darlene, Marie, and Darcy attended records management training in January and Brian and Kelly attended in February.
- Brian and Darlene attended the County Clerk's winter conference in February.
- Darcy attended the personal property training in February and Kelly attended in March.
- Margaret Maldonado was hired as a property appraiser trainee to fill our vacant property appraiser position in March.

Needs & Issues

- The COVID-19 virus has impacted the operations of the Department. We have temporally discontinued processing passports and all other in-person services have been moved to phone, email, or by appointment. Customer traffic has significantly decreased. We have had seven appointments in March after the closure of the building with most of the appointments being for marriage licenses. The appraisal section is not able to perform regular physical property inspections and is currently relying on building plans and doing limited visual inspections. Access to the City of Hood River building plans has become an issue, but we are working with the City towards a resolution. The May Primary election is moving forward as planned. Possible election issues include, postal system issues in other countries that may affect delivery of our military and overseas voters' ballots, election board staffing, drop box availability in Cascade Locks, and greater chance of staff exposure from increased customer demand due to ballot issuance and registration issues during the election.

CONSENT ITEMS

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: 04/08/2020 **DEPARTMENT:** HEALTH **NAME:** Patricia Elliott

SUBJECT: HEALTH DEPARTMENT - FUND 420 2121 BIO-TERRORISM - BUDGET ADJUSTMENT - FY 2019/2020

AUTHORITY: *ORS:* _____ *OAR:* _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

The Health Department received additional funds from OHA for emergency preparedness and response related to COVID -19, funds will be used to cover salaries and benefits for the Public Health Nurse, Environmental Health Response Coordinator, computer equipment and other supplies.

FISCAL IMPACT- *Budget Line Item:* 420 2121 *Acct Bal \$* _____

Est. Hrs. Spent to Date: _____ *Est. Completion Date:* _____

Comments:

Increase of revenue will be used to cover salaries and benefits for Public Health Nurse, Environmental Health Response Coordinator, and supplies.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*

HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

Approved budget Adjustment as presented.

ADMINISTRATION RECOMMENDATION:

Approve a budget adjustment to recognize additional revenues and expenditures in the Health Bio-Terrorism Preparedness Response program fund FY 19/20.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A

COPIES TO: HD/B&F

**BEFORE THE BOARD OF COMMISSIONERS
HOOD RIVER COUNTY, OREGON**

**IN THE MATTER OF A BUDGET)
ADJUSTMENT – FY 19/20)
Health Department – 420 2121)**

RESOLUTION # _____

WHEREAS, the Health Department Bio-Terrorism Preparedness Response Program's actual beginning fund balance is \$4,852 more than budgeted; and,

WHEREAS, the Oregon Health Authority (OHA) grant came in at \$72,411, which is \$2,670 less than originally budgeted; and,

WHEREAS, we received additional funds from OHA in the amount of \$59,257 for emergency preparedness and response related to COVID-19; and,

WHEREAS, these funds will be used to cover salaries and benefits for the Public Health Nurse, Environmental Health Response Coordinator, computer equipment and other supplies.

THEREFORE, BE IT RESOLVED that the following budget adjustment be made:

**HEALTH PROGRAM FUND
420 2121 BIO-TERRORISM**

		REVENUE		EXPENSE	
		INCREASE	DECREASE	INCREASE	DECREASE
REVENUE					
Beginning Fund Balance	420 2121 300 01 01	4,852			
Bio-Terrorism Prep	420 2121 334 10 41		2,670		
Bio-Terrorism Prep	420 2121 334 10 41	59,257			
PERSONNEL					
Public Health Nurse	420 2121 441 12 78			9,799	
Environ Health Resp Coord	420 2121 441 12 99			7,810	
Fica/Medi	420 2121 441 15 01			959	
Retirement	420 2121 441 15 03			2,667	
Medical/Dental/Life	420 2121 441 15 04			5,087	
Suta	420 2121 441 15 05			40	
Veba	420 2121 441 15 06			204	
Pers in Lieu	420 2121 441 15 90			1,071	
MATERIALS AND SERVICES					
Program Supplies	420 2121 441 50 07			33,802	

ADOPTED THIS _____ DAY OF APRIL, 2020

Michael Oates, Chair

Karen Joplin, Commissioner

Rich McBride, Commissioner

Robert Benton, Commissioner

Les Perkins, Commissioner

**Attachment B
Financial Assistance Award (FY20)**

State of Oregon Oregon Health Authority Public Health Division		Page 1 of 3	
1) Grantee Name: Hood River County Street: 1109 June St. City: Hood River State: OR Zip Code: 97031		2) Issue Date March 16, 2020	This Action AMENDMENT FY 2020
		3) Award Period From July 1, 2019 Through June 30, 2020	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE01-01 State Support for Public Health	30,568	0	30,568
PE01-04 COVID19 Response	0	59,257	59,257
PE04 Sustainable Relationships for Community Health (SRCH)	195,000	0	195,000
PE08-01 Ryan White B HIV/AIDS: Case Management	20,703	0	20,703
PE08-02 Ryan White B HIV/AIDS: Support Services	6,041	0	6,041
PE08-03 Ryan White B HIV/AIDS: Oral Health	3,890	0	3,890
PE12 Public Health Emergency Preparedness and Response (PHEP)	72,411	0	72,411
PE13-01 Tobacco Prevention and Education Program (TPEP)	107,219	0	107,219
PE40-01 WIC NSA: July - September	33,744	0	33,744
PE40-02 WIC NSA: October - June	101,231	0	101,231
PE40-05 Farmer's Market	628	0	628
PE42-03 MCAH Perinatal General Funds & Title XIX	2,245	0	2,245
PE42-04 MCAH Babies First! General Funds	7,176	0	7,176
PE42-06 MCAH General Funds & Title XIX	4,212	0	4,212
PE42-07 MCAH Title V (July-Sept)	5,552	0	5,552
PE42-08 MCAH Title V (Oct-June)	16,655	0	16,655
PE42-09 MCAH Oregon Mothers Care Title V (July-Sept)	950	0	950
PE42-10 MCAH Oregon Mothers Care Title V (Oct-June)	2,849	0	2,849

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

State of Oregon Oregon Health Authority Public Health Division		Page 2 of 3	
1) Grantee Name: Hood River County Street: 1109 June St. City: Hood River State: OR Zip Code: 97031		2) Issue Date March 16, 2020	This Action AMENDMENT FY 2020
		3) Award Period From July 1, 2019 Through June 30, 2020	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE43 Public Health Practice (PHP) - Immunization Services (Vendors)	10,654	0	10,654
PE46-02 RH Community Participation & Assurance of Access (July-Mar)	0	0	0
PE46-03 RH Community Participation & Access (State Funds)	17,491	0	17,491
PE46-04 RH Community Participation & Access Federal Funds (July-Mar)	684	0	684
PE50 Safe Drinking Water (SDW) Program (Vendors)	8,007	0	8,007
PE51-01 LPHA Leadership, Governance and Program Implementation	41,555	0	41,555
	689,465	59,257	748,722
5) Foot Notes:			
PE01-01	1	Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.	
PE01-01	2	8/2019: SFY20 Award amended for increase for July 1, 2019-June 30, 2020. Previous footnotes are void and replaced by this one.	
PE01-04	1	3/2020: SFY20 COVID-19 Funding 1/21/2020-6/30/2020. Must submit a budget and narrative within 30 days of award using OHA-PHD provided format. Unspent funds may be eligible for carry forward from FY20 to FY21. R/E report due by August 20, 2020.	
PE13-01	1	Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd	
PE13-01	2	8/2019: Award is 5 months (July-November 2019) of bridge TPEP funding and will be paid out at 1/5th, all previous footnotes are void and replaced by this one.	
PE40-05	1	7/2019: Funding available SFY2020 July - December 2019	
PE42-07	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.	
PE42-08	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.	
PE42-09	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.	
PE42-10	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.	
PE46-03	1	7/2019: Funding is for July 15, 2019 - June 30, 2020	
PE46-04	1	7/2019: Funding for July 1-14, 2019	
PE51-01	1	9/2019: Funding is for period of October 1, 2019-June 30, 2020	

ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2020 Y.T.D.	CURRENT ENCUMBRANCES	2020 TOTAL	2020 REMAINING BALANCE	% USED
FUND 420 HEALTH DEPT. PROGRAMS							
DEPT 21 HEALTH DEPARTMENT							
DIV 21 BIO-TERRORISM PREP							
300.01-01	BEGINNING FUND BALANCE	7,064-	11,916-	0	11,916-	4,852	168.69
334.10-41	BIO-TERRORISM PREP	109,529-	112,750-	0	112,750-	3,221	102.94
*		116,593-	124,666-	0	124,666-	8,073	106.92
**	REVENUE	116,593-	124,666-	0	124,666-	8,073	106.92
441.12-78	PUBLIC HEALTH NURSE	19,796	22,862	0	22,862	3,066-	115.49
441.12-99	ENVIRON HEALTH RESP COORD	29,084	19,874	0	19,874	9,210	68.33
441.15-01	FICA/MEDI	3,739	2,997	0	2,997	742	80.16
441.15-02	WORKERS COMPENSATION	393	207	0	207	186	52.67
441.15-03	RETIREMENT	9,514	5,859	0	5,859	3,655	61.58
441.15-04	MEDICAL/DENTAL/LIFE	9,337	8,705	0	8,705	632	93.23
441.15-05	SUTA	49	43	0	43	6	87.76
441.15-06	VEBA	0	136	0	136	136-	.00
441.15-90	PERS - IN LIEU	2,659	2,131	0	2,131	528	80.14
*	PERSONNEL SERVICES	74,571	62,814	0	62,814	11,757	84.23
441.40-18	CONTRACT SVC/PROFESSIONAL	30,500	15,000	0	15,000	15,500	49.18
441.45-32	MEETINGS & CONFERENCES	898	285	0	285	613	31.74
441.45-55	TELECOMMUNICATIONS	1,403	1,248	0	1,248	155	88.95
441.45-59	TELEPHONE - SERVICE COSTS	2,110	2,080	0	2,080	30	98.58
441.50-07	PROGRAM SUPPLIES	3,050	576	0	576	2,474	18.89
*	MATERIALS AND SERVICES	37,961	19,189	0	19,189	18,772	50.55
441.99-99	ENDING FUND BALANCE	4,061	0	0	0	4,061	.00
*	TRANSFERS AND OTHER	4,061	0	0	0	4,061	.00
**	EXPENDITURE	116,593	82,003	0	82,003	34,590	70.33
***	BIO-TERRORISM PREP	0	42,663-	0	42,663-	42,663	.00
****	HEALTH DEPARTMENT	0	42,663-	0	42,663-	42,663	.00
*****	HEALTH DEPT. PROGRAMS	0	42,663-	0	42,663-	42,663	.00

420 2121 334 1041 - Bio-Terrorism Prep
Total will be

PHEP Grant 72,411
NRP 34,448
COVID-19
59,257
166,116

Program Element PE01-04: COVID-19 Response
Budget guidance
March 2020



Background

There has and will continue to be a great deal of work to protect communities from the spread of COVID-19. Local public health authorities (LPHAs) are critical to the response to COVID-19. To that end, on March 9, the Oregon Legislature approved the \$5M Emergency Board request to begin to cover the costs for staffing, communications and other work being done to prevent the spread of COVID-19 across the state.

The Oregon Health Authority (OHA) has dedicated \$2,640,000 of this investment to Oregon's LPHAs using the modernization funding formula.

In addition, OHA will provide additional funding to those LPHAs that had supported communicable disease control work related to Persons Under Investigation, Persons Under Monitoring, and presumptive positive COVID-19 cases through March 10, 2020.

In order to receive COVID-19 funds, each LPHA must submit a simplified budget and budget narrative using the template provided by OHA for PE01-04 COVID19 Response. Budget and Budget Narrative is due within 30 days of receiving award. OHA may request revised budgets or additional information on expenditures on an as needed basis. Your budget detail may be very high level.

Payments under PE01-04 will be paid as a lump sum after award is executed.

COVID-19 funds may not be used for implementation of programs outside of emergency preparedness and response related to COVID-19.

Reporting from Grantees:

FY20: Standard reporting through Quarterly Revenue and Expense reports will be expected for FY20 by August 20, 2020 close out. A report for Q3 will not be required due to the timing of the awards.

FY21: Standard reporting through Quarterly Revenue and Expense reports will be expected during all quarters of FY21.

Award Funding Info:

Funding for PE01-04 will be using State Funds. Award period for FY20 is January 21, 2020 – June 30, 2020.

Unspent funds from FY20 (ending June 30, 2020) may be eligible for carry forward to FY21 (ending June 30, 2021). Funds from FY21 may not be eligible for carry forward to FY22 (ending June 30, 2022). Carry forward amendments for unspent FY20 will be issued after final FY20 R/E reports are received and approved by OSPHD. Issue date will be approximately September 2020.

The budget and budget narrative will include the following categories:

Salary	Provide a budget total of anticipated personnel costs
Contractual	<p>List each subcontracted program activity and the name of the subcontractor (if known) along with the amount of the anticipated subcontract. The initial budget can list out anticipated contracts and can be adjusted later</p> <p>All subcontracts are subject to all applicable subcontractor provisions outlined in the Public Health Intergovernmental Agreement for the Financing of Public Health Services.</p>
Travel	<p>• In-state: Provide a narrative statement describing proposed in-state travel and the total estimated budgeted amount for travel, f. Include local mileage as well as per diem, lodging and transportation to conduct COVID-19 response work. Federal per diem rates limit the amount of reimbursement for in-state travel: www.gsa.gov/perdiem. Again, this can be very high level.</p>
Equipment	<p>Provide a total amount for equipment, as well as a narrative listing line item planned purchases with a brief rationale. OHA may request additional information on proposed purchases of equipment with an acquisition cost of more than \$5,000. Any equipment purchases, including IT and software purchases and upgrades and software licensing fees, must directly benefit the LPHA's COVID-19 response.</p> <p>OHA will collect the equipment inventory form at the end of each fiscal year.</p>
Supplies	Provide a total amount for supplies. Supplies may include office supplies, home quarantine kits and communications material.
Other	List expenses for items not listed above, such as telephone, rent, copying, printing, postage, and mailing that are directly related to program activities. If expenditures are allocated to educational materials or paid media campaigns, the budget narrative must include a justification that describes how such materials or campaigns are related and essential to specific activities listed in the work plan.

	<p>If expenditures are allocated to the purchase of incentives, incentives may only be given to community partners and community members who are participating as individual citizen volunteers and not as part of paid job duties while representing their employing organization. Incentives may not be given to public health employees. LPHA must document distribution of incentives, once purchased.</p>
Total Direct Costs	<p>Funds may not be used to provide direct services, as defined above. The total direct costs will auto-fill on the worksheet. Confirm that the amount is correct.</p>
Cost Allocation or Indirect Rate	<p>Indicate the cost allocation or indirect rate. The worksheet will auto-fill the total direct costs and multiply the cost allocation rate against the total direct to calculate the total cost allocation amount and total budget request amount.</p>

COVID-19 funds will be administered to LPHA's through Program Element PE01-04 during 1/21/202-6/30/2020.

For more information

Contact Danna Drum at danna.k.drum@state.or.us or (503) 957-8869 with programmatic questions.

Contact OSPHD staff at oha-phd.expendevreport@dhsosha.state.or.us with IGA contract or payment questions.

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: 04/06/19 **DEPARTMENT:** Public Works **NAME:** Mikel Diwan

SUBJECT: Budget Adjustment FY 19/20 Public Works Fund 202

AUTHORITY: *ORS:* _____ *OAR:* _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

Due to the COVID-19 outbreak the Public Works Department has found it necessary to provide variable work options and purchase several laptop computers. This need was not anticipated when the current budget was prepared and sufficient funding for computer equipment was not appropriated. Public Works request to utilize \$4,500 of its contingency budget to purchase computer equipment for immediate use and to plan for other emergency needs.

ATTACHMENTS: Resolution

FISCAL IMPACT:

This adjustment is expected to have a negligible impact on the anticipated FY21 BFB and does not require additional funding.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*
HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

Approve the budget adjustment in Public Works Fund 202 as presented.

ADMINISTRATION RECOMMENDATION:

Approve a budget adjustment Resolution to move PW Contingency funds into the PW budget for expenditures FY 19/20.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
 COPIES TO: BF and PW (signed resolution to both)

**BEFORE THE BOARD OF COMMISSIONERS
HOOD RIVER COUNTY, OREGON**

**IN THE MATTER OF A BUDGET)
ADJUSTMENT – FY 19/20 PUBLIC)
WORKS FUND 202)**

RESOLUTION # _____

WHEREAS, the COVID-19 outbreak has created the need to provide variable work options for certain Public Works employees and to provide them suitable computer equipment; and,

WHEREAS, sufficient funding was not appropriated in the FY20 budget to purchase the necessary computer equipment; and

WHEREAS, the Public Works FY20 budget has sufficient funding available in its contingency appropriation to accommodate the current need and expected costs.

THEREFORE, BE IT RESOLVED that the following budget adjustment be made:

		REVENUE		EXPENSE	
		INCREASE	DECREASE	INCREASE	DECREASE
PUBLIC WORKS FUND 202					
TRANSFERS AND OTHER					
CONTINGENCY	202-4205-431.95-10				4,500
MATERIALS & SERVICES					
COMPUTER EQUIPMENT	202-4201-431.35-01			4,500	

ADOPTED THIS 20th DAY OF APRIL, 2020

Michael Oates, Chair

Karen Joplin, Commissioner

Rich McBride, Commissioner

Robert Benton, Commissioner

Les Perkins, Commissioner

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: 04/08/2020 **DEPARTMENT:** HEALTH **NAME:** Patricia Elliott

SUBJECT: HEALTH DEPARTMENT - FUND 101 2101 GENERAL FUND - BUDGET ADJUSTMENT - FY 2019/2020

AUTHORITY: *ORS:* _____ *OAR:* _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

The Health Department received \$25,000.00 COVID-19 Public Health Emergency Funding from Columbia Gorge Health Council to be used in this FY; funds will be used to cover wages and benefits for the Office Specialist II, and contract and services expenses for the Nurse Practitioner.

FISCAL IMPACT- *Budget Line Item:* 101 2101 *Acct Bal \$* _____

Est. Hrs. Spent to Date: _____ *Est. Completion Date:* _____

Comments:

Received revenue will cover expenses for personnel, and contract and services.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*

HR DEPT *APPROPRIATE COUNTY COMMITTEE*

OTHER

RECOMMENDATION OF THE DEPARTMENT:

Approved budget Adjustment as presented.

ADMINISTRATION RECOMMENDATION:

Approve a budget adjustment and Resolution to recognize revenue and expenditures from a \$25K grant from Columbia Gorge Health Council for COVID-19 in the Health department budget FY 19/20.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A

COPIES TO: HD/B&F

**BEFORE THE BOARD OF COMMISSIONERS
HOOD RIVER COUNTY, OREGON**

**IN THE MATTER OF A BUDGET)
ADJUSTMENT – FY 19/20)
Health Department – 101 2101)**

RESOLUTION # _____

WHEREAS, the health department received \$25,000.00 COVID 19 Public Health Emergency Funding from the Columbia Gorge Health Council to be used in this fiscal year; and,

WHEREAS, the funds will be used to cover wages and benefits for the Office Specialist II and contract services expenses for the Nurse Practitioner; and,

THEREFORE, BE IT RESOLVED that the following budget adjustment be made:

		REVENUE		EXPENSE	
		INCREASE	DECREASE	INCREASE	DECREASE
Health Department – 101 2101					
REVENUE					
Local Various	101 2101 338 10 40	25,000			
PERSONNEL					
Office Specialist II	101 2101 441 12 45			7,010	
Fica/Medi	101 2101 441 15 01			451	
Workers Compensation	101 2101 441 15 02			23	
Retirement	101 2101 441 15 03			1,355	
Medical/Dental/Life	101 2101 441 15 04			1,743	
Suta	101 2101 441 15 05			7	
Veba	101 2101 441 15 06			23	
Pers – In Lieu	101 2101 441 15 90			396	
MATERIALS & SERVICES					
Contract Svcs/Professional	101 2101 441 40 18			13,992	

ADOPTED THIS ____ DAY OF APRIL, 2020

Michael Oates, Chair

Karen Joplin, Commissioner

Rich McBride, Commissioner

Robert Benton, Commissioner

Les Perkins, Commissioner

ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2020 Y.T.D.	CURRENT ENCUMBRANCES	2020 TOTAL	2020 REMAINING BALANCE	% USED
FUND 101 GENERAL FUND							
DEPT 21 HEALTH DEPARTMENT							
DIV 01 HEALTH DEPARTMENT							
334.10-90	STATE - OPERATING GRANT	100,000-	51,522-	0	51,522-	48,478-	51.52
335.10-38	MEDICAID MATCH	25,000-	17,866-	0	17,866-	7,134-	71.46
341.10-13	HEALTH FEES	10,000-	5,331-	0	5,331-	4,669-	53.31
341.10-14	VITAL STATISTICS	28,500-	23,307-	0	23,307-	5,193-	81.78
365.10-01	DONATIONS/CONTRIBUTIONS	100-	54-	0	54-	46-	54.00
390.10-10	REIMBURSED ITEMS - MISC	0	682-	0	682-	682	.00
		-----	-----	-----	-----	-----	-----
*		163,600-	98,762-	0	98,762-	64,838-	60.37
		-----	-----	-----	-----	-----	-----
**	REVENUE	163,600-	98,762-	0	98,762-	64,838-	60.37
441.11-56	HEALTH ACCOUNTING CLERK	11,650	7,434	0	7,434	4,216	63.81
441.11-59	HEALTH DEPT DIRECTOR	72,487	53,896	0	53,896	18,591	74.35
441.11-65	HEALTH SERVICES AIDE II	59,723	40,528	0	40,528	19,195	67.86
441.12-39	OFFICE MGR - HEALTH	43,401	33,858	0	33,858	9,543	78.01
441.12-45	OFFICE SPECIALIST II	18,786	15,239	0	15,239	3,547	81.12
441.12-78	PUBLIC HEALTH NURSE	22,400	16,800	0	16,800	5,600	75.00
441.12-84	PUBLIC HEALTH NURSE SUPV	41,333	28,025	0	28,025	13,308	67.80
441.12-87	PUBLIC HEALTH OFFICER	17,472	13,572	0	13,572	3,900	77.68
441.15-01	FICA/MEDI	22,399	15,114	0	15,114	7,285	67.48
441.15-02	WORKERS COMPENSATION	936	378	0	378	558	40.38
441.15-03	RETIREMENT	48,930	31,396	0	31,396	17,534	64.17
441.15-04	MEDICAL/DENTAL/LIFE	70,992	50,947	0	50,947	20,045	71.76
441.15-05	SUTA	289	209	0	209	80	72.32
441.15-06	VEBA	0	352	0	352	352-	.00
441.15-90	PERS - IN LIEU	15,140	9,274	0	9,274	5,866	61.25
		-----	-----	-----	-----	-----	-----
*	PERSONNEL SERVICES	445,938	317,022	0	317,022	128,916	71.09
441.30-07	PROJECTS	1,000	1,148	0	1,148	148-	114.80
441.40-18	CONTRACT SVC/PROFESSIONAL	3,000	4,355	0	4,355	1,355-	145.17
441.40-21	CUSTODIAL SERVICE	4,500	4,752	0	4,752	252-	105.60
441.40-30	LAB & TESTING	1,250	1,060	0	1,060	190	84.80
441.40-60	TRASH SERVICE	2,500	1,350	0	1,350	1,150	54.00
441.45-06	BANK CHARGES	250	323	0	323	73-	129.20
441.45-29	LICENSING	120	384	0	384	264-	320.00
441.45-32	MEETINGS & CONFERENCES	400	861	0	861	461-	215.25
441.45-47	REPAIR & MAINT - BUILDING	4,000	3,180	0	3,180	820	79.50
441.45-48	REPAIR & MAINT-EQUIPMENT	2,000	735	35	770	1,230	38.50
441.45-59	TELEPHONE - SERVICE COSTS	9,000	7,089	0	7,089	1,911	78.77
441.45-68	UTILITIES - ELECTRIC	6,500	3,598	0	3,598	2,902	55.35
441.45-69	UTILITIES - GAS	2,500	2,780	0	2,780	280-	111.20
441.45-70	UTILITIES - WATER	7,600	5,311	0	5,311	2,289	69.88
441.50-04	JANITORIAL SUPPLIES	1,400	1,558	168	1,726	326-	123.29

ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2020 Y.T.D.	CURRENT ENCUMBRANCES	2020 TOTAL	2020 REMAINING BALANCE	% USED
FUND 101 GENERAL FUND							
DEPT 21 HEALTH DEPARTMENT							
DIV 01 HEALTH DEPARTMENT							
441.50-07	PROGRAM SUPPLIES	6,000	1,655	364	2,019	3,981	33.65
441.55-01	VEHICLE - FUEL/MILEAGE	3,361	946	0	946	2,415	28.15
441.55-02	VEHICLE - REPAIRS	2,884	342	0	342	2,542	11.86
-----		-----		-----		-----	
*	MATERIALS AND SERVICES	58,265	41,427	567	41,994	16,271	72.07
-----		-----		-----		-----	
441.70-04	VEHICLES	22,000	0	22,000	22,000	0	100.00
-----		-----		-----		-----	
*	CAPITAL OUTLAY	22,000	0	22,000	22,000	0	100.00
-----		-----		-----		-----	
**	EXPENDITURE	526,203	358,449	22,567	381,016	145,187	72.41
-----		-----		-----		-----	
***	HEALTH DEPARTMENT	362,603	259,687	22,567	282,254	80,349	77.84



Columbia Gorge Health Council
511 Washington Street
Suite 101
The Dalles, OR 97058
info@gorgehealthcouncil.org

LETTER OF AGREEMENT

CONTRACT HOLDER: Hood River County
1109 June Street
Hood River, OR 97031

PRIMARY CONTACT: Trish Elliott, RN
Trish.elliott@co.hood-river.or.us

PROJECT TITLE: COVID-19 Public Health Emergency Funding

TOTAL AMOUNT AWARDED: \$25,000

DURATION OF PROJECT: March 18, 2020 through December 31, 2020

PAYMENT CONTINGENCIES

None.

AGREEMENT REQUIREMENTS

1. This agreement is made with the understanding that the entire amount will be expended for the purpose to:
 - a. Support COVID-19 and related work at Hood River County Public Health, its partners or clients.
2. No funds will be used for lobbying purposes or to aid in the election of a public official.

REPORTS AND PAYMENTS

No written report will be required.

UNEXPENDED FUNDS

No requirement to account for unexpended funds.

COMMUNITY-BASED UPDATES

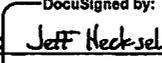
No community-based updates are required.

PUBLICIZING THE PROJECT/USE OF COLUMBIA GORGE HEALTH COUNCIL NAME

It's not necessary to get approval to announce this award, as long as you characterize the award as it appears in this agreement. The COVID-19 Public Health Emergency Funding is from the Columbia Gorge Health Council.

AGREEMENT

If this document correctly sets forth your understanding of the terms of this agreement, please sign this document and return to the Columbia Gorge Health Council. By signing this document, you are representing and warranting that you have read this agreement, agree to the terms of this agreement, and are authorized to execute this agreement.

<p>By: Columbia Gorge Health Council</p> <p>DocuSigned by: Signature:  SA158DDE960041E...</p> <p>Name: <u>Coco Yackley</u></p> <p>Title: <u>Executive Director</u></p> <p>Date: <u>3/23/2020</u></p>	<p>By: Hood River County</p> <p>DocuSigned by: Signature:  98BD0992279A453...</p> <p>Name: <u>Jeff Hecksel</u></p> <p>Title: <u>Administrator</u></p> <p>Date: <u>3/23/2020</u></p>
--	--

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: APRIL 20, 2020 **DEPARTMENT:** District Attorney **NAME:** Janet Haney
SUBJECT: Victims of Crime Act (VOCA) Grant

AUTHORITY: *ORS:* _____ *OAR:* _____
COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

The VOCA (Victims of Crime Act) grant was finalized and awarded in March 2020, with a start date of October 1, 2019. Half of the grant funds will be used in fiscal year 2019-2020 and the remaining half in fiscal year 2020-2021. This budget adjustment allows half to be utilized this fiscal year.

ATTACHMENTS: Background Docs 2

FISCAL IMPACT:

Grant will be used for related materials and services.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*
HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

Approve budget amendment as submitted.

ADMINISTRATION RECOMMENDATION:

Approve a budget adjustment Resolution to accept in half of the VOCA grant funds in FY 19/20 District Attorney's budget as presented.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
COPIES TO: B&F

**BEFORE THE BOARD OF COMMISSIONERS
HOOD RIVER COUNTY, OREGON**

**IN THE MATTER OF A BUDGET)
ADJUSTMENT – FY 19/20)
DISTRICT ATTORNEY FUND 413)**

RESOLUTION # _____

WHEREAS, the VOCA (Victims of Crime Act) grant was finalized and awarded in March 2020, with a start date of October 1, 2019; and,

WHEREAS, half of the grant funds will be used in fiscal year 2019-2020 and the remaining half in fiscal year 2020-2021.

THEREFORE, BE IT RESOLVED that the following budget adjustment be made:

		REVENUE		EXPENSE	
		INCREASE	DECREASE	INCREASE	DECREASE
DISTRICT ATTORNEY 413					
Grant Revenue	413-1504-334-10-29	\$42,528			
Materials and Services					
Client Services	413-1504-412-40-15			\$4,800	
Contract Services	413-1504-412-40-18			28,887	
Printing	413-1504-412-45-44			555	
Telephone	413-1504-412-45-59			4,830	
Training	413-1504-412-45-62			1,997	
Office Supplies	413-1504-412-50-06			1,459	

ADOPTED THIS _____ DAY OF APRIL, 2020

Michael Oates, Chair

Karen Joplin, Commissioner

Rich McBride, Commissioner

Robert Benton, Commissioner

Les Perkins, Commissioner

BUDGET ADJUSTMENT NO.

HOOD RIVER COUNTY
BUDGET ADJUSTMENT
FYE 6/30/2020

VOCA

413

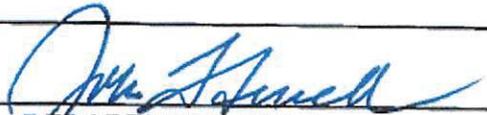
1504

FUND _____ FUND NO. _____ DEPT _____

ACCOUNT TITLE	ACCOUNT NUMBER	RESOURCES		EXPENDITURES	
		DEBIT (DECREASE)	CREDIT INCREASE	DEBIT INCREASE	CREDIT (DECREASE)
VOCA	413.1504.334.10.29		42,528		
Client Services	413.1504.412.40			4800	
Contract Services Professional	413			28887	
Printing				555	
Telephone				4830	
Training	413.1504.412.45.62			1997	
Office Supplies	413.1504.412.50.06			1459	

DATA TRANSFERRED
TO UPDATED FORM.
- BACK UP ONLY -

REASON FOR BUDGET ADJUSTMENT: _____
Grant for VOCA has been finalized. It started 10/1/19 with a substantial increase. 1/2 of the grant funds will be used in HRC 2019-2020 and the remaining half in 2020-2021.


DEPARTMENT HEAD

04-01-20
DATE

APPROVAL: FINANCE DIRECTOR _____ DATE: _____

POSTED TO COMPUTER BY: _____ DATE: _____



DEPARTMENT OF JUSTICE
CRIME VICTIM AND SURVIVOR SERVICES DIVISION

MEMORANDUM

DATE: October 1, 2019
TO: 2019-2021 VOCA and CFA Non-Competitive Grant Recipients
FROM: Diane Harvey, Fund Coordinator

Attached is your agency's 2019-2021 VOCA and CFA 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 is signed, please upload a copy of the signed Grant Agreement and Exhibits in the "Grantee Signed Grant Agreement" upload field on the "Grant Agreement Upload" page in your application in E-Grants. Once the documents are uploaded, you will need to change the application status in CVSSD E-Grants to "Agreement 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 CVSSD 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 Grant Agreement, please contact Terri Johnson, Grant Specialist, at 503-378-4548.



DEPARTMENT OF JUSTICE
Crime Victim and Survivor Services Division

**VICTIMS OF CRIME ACT
CRIMINAL FINE ACCOUNT
2019-2021 VOCA AND CFA NON-COMPETITIVE
GRANT AWARD COVER SHEET**

1. Applicant Agency's Name and Address: Hood River, acting by and through its District Attorney's Office 309 State Street Hood River, OR 97031-2037 Contact Name: Ms. Gloria Needham Telephone: (541) 387-6814 E-mail: gloria.needham@co.hood-river.or.us	2. Special Conditions: This grant project is approved subject to such conditions or limitations as set forth in the attached Grant Agreement. 3. Statutory Authority for Grant: VOCA: Federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 1061 ET SEQ and ORS 147.231 (1) CFA: ORS 147.227 and OAR 137-078-0000
4. Award Number: VOCA/CFA-2019-HoodRiverCO.DAVAP-00027	5. Award Date: October 1, 2019
6. Grantee Tax Identification Number: 93-6002297	7. DUNS Number: 055648638
8. Type of Party Receiving Funds: x Subrecipient <input type="checkbox"/> Contractor	9. Project Period: October 1, 2019 - September 30, 2021
10. VOCA Category: General Victim Services	11. Total VOCA Grant Award Amount / Match Amount: \$236,702.03/ \$ 59,176.72
12. VOCA CFDA Number: CFDA 16-575	13. Total CFA Grant Award Amount: Year 1 CFA Request: \$ 29,642.55 Year 2 CFA Request: \$ 29,642.55 Carry Over: \$ 442.91 Total CFA Award: \$ 59,728.00 14. Total CFA Payment Amounts: Total CFA Request: \$ 59,285.09 Offset (Unspent 2017-19): \$ 0.00 Total CFA Payment: \$ 59,285.09 Quarterly CFA Payments: \$ 7,410.64
15. Indirect Cost Rate: Waived	16. Total Federal Award Amount: \$236,702.03
17. VOCA Annual Narrative Report Due Dates: October 31, 2020 October 31, 2021 (final)	18. VOCA and CFA Financial & Outcome Measures Reports, VOCA PMT Report, and CFA Statistical Report Due Dates: January 31, 2020 January 31, 2021 April 30, 2020 April 30, 2021 July 20, 2020 July 20, 2021 October 31, 2020 October 31, 2021 (final)
This award is contingent upon the Grantee agreeing to the terms of award for the grant entitled "2019-2021 VOCA and CFA Non-Competitive Project Grant". The Grant Agreement must be signed by an authorized official in order to validate the acceptance of this award.	

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

**2019-2021 VOCA AND CFA NON-COMPETITIVE GRANT AGREEMENT
VOCA/CFA-2019-HoodRiverCO.DAVAP-00027**

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

AND: Hood River, acting by and through its District Attorney's Office (Grantee)
309 State Street
Hood River, OR 97031-2037

PROJECT START DATE: October 1, 2019

GRANT AWARD PROVISIONS

**SECTION 1
LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis of Award.

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

Section 1.02. Agreement Parties. This Intergovernmental Grant Award Agreement, hereafter referred to as "Agreement", is between 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 October 1, 2019.

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 (c).
- (c) Exhibit F.

- (d) The most current versions of the VOCA Handbook available at the Grantor's web page under **VOCA Federal Rules and State Guidelines** <https://www.doj.state.or.us/crime-victims/grant-funds-programs/victims-of-crime-act-voca-assistance-fund/> ("VOCA Handbook") and the CFA Grant Management Handbook available at the Grantor's web page at <https://www.doj.state.or.us/crime-victims/grant-funds-programs/criminal-fine-account-cfa-funding/>, ("CFA Grant Management Handbook").
- (e) 2019-2021 VOCA and CFA Non-Competitive Grant Funds Request for Applications for Awards ("VOCA and CFA RFA").
- (f) Grantee's VOCA and CFA Application from the VOCA and CFA Non-Competitive Application to include the general information for all Grantees, (Form A, Cover Page; Form D, Staff Roster; Form G, Crime Victim Compensation Information; Form H, Project Description; Form J, MOUs, Contracts and Subawards(if applicable); Form K, Program Income (if applicable); Form L, Client Feedback – Common Outcome Measures; and Form M, Attachments to Upload), the Grantee's VOCA Application as defined in Section 1.04 (g) herein, and the Grantee's CFA Application as defined in Section 1.04 (h) herein, are collectively referred to as the "Grantee's VOCA and CFA Application."
- (g) Grantee's VOCA Application from the VOCA and CFA RFA to include the following and collectively referred to as "Grantee's VOCA Application"
- i. Form B, VOCA Services Checklist
 - ii. Form C, as applicable, Underserved Funds
 - iii. Forms N-R of the Grantee's VOCA and CFA Application, the "VOCA Budget"
- (h) Grantee's CFA Application from the VOCA and CFA RFA to include the following and collectively referred to as "Grantee's CFA Application."
- (i) Form I, Policies and Procedures Narrative; and
 - (ii) Forms N, O, P, and R of the Grantee's VOCA and CFA Application, the "CFA Budget".

Section 1.05. Requirements for Pass-Through Entities. Information required by 2 CFR 200.331 for pass-through entities to include on all subawards is contained herein or available for VOCA at: 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 with the maximum not-to-exceed amount of \$295,987.12 (the "Grant") from VOCA and CFA, to financially support and assist Grantee's implementation of the Grantee's VOCA and CFA Application (as described in Section 1.04), and all supplemental documents submitted by Grantee to Grantor, all of which are incorporated herein by this reference and collectively referred to as the "Project".

Fund	Year 1 Funds	Year 2 Funds	Offset-Unspent	Total Maximum Funds
VOCA	\$ 119,483.98	\$ 117,218.05	N/A	\$ 236,702.03
CFA	\$ 29,642.55	\$ 29,642.55	\$ 0.00	\$ 59,285.09

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

- (a) For VOCA funds, disbursements shall be on a quarterly eligible expense reimbursement basis after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained and when Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (ii) this Agreement terminates as provided herein.
- (b) For CFA funds, the first installment shall be disbursed as soon as practicable after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained. Thereafter the Grant shall be disbursed in amounts to be determined by Grantor on or about each following January 31, April 30, July 31, October 31 until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (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 federal and state funds under VOCA, CFA and the Criminal Injuries Compensation Account to allow the Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) Grantor, the CFA and the Criminal Injuries Compensation Account has each received sufficient funding appropriations, limitations, allotments, or 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 **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, Exhibit E, Victims of Crime Act Special Conditions, and Exhibit F, Subcontractor Insurance Requirements**, all in the form attached hereto 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 in full force for the duration of this Agreement;
- (e) If Grantee expends \$750,000 or more in federal funds from all sources 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 Equal Employment Opportunity Plan ("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 Section 5.07 and in the most recent version of the VOCA Grant Management Handbook;
 - (iii) Grantor has received the completed VOCA Performance Measurement Tool report as described in Section 5.07; and
 - (iii) Grantor has received the Client Feedback Form and Outcome Measure Report as described in Section 5.07.
- (h) Grantee is current in all reporting requirements of all active or prior CFA grants, including, but not limited to:
 - i. Grantor has received from Grantee a quarterly financial report as described in Section 5.07 appropriately describing the expenses for the reporting period; and
 - ii. Grantor has received from Grantee the completed CFA quarterly statistical reports as described in Section 5.07 and in the most recent version of the CFA Grant Management Handbook.
- (i) No default as described in Section 6.03 has occurred; and
- (j) 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:

Update SAM before 3/18/20 or payments must be frozen

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, 2021** (the "Availability Termination Date"). Grantor will not disburse any Grant money for expenses which Grantee incurs after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee's completed reports, as described in Section 5.07, or on **September 30, 2021**, whichever date occurs first, exclusive of financial and narrative reports which are due no later than 30 days after the Availability Termination Dates. 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. All Grant money must be for expenses that are eligible under applicable federal and State of Oregon law, and as described in the most recent versions of the VOCA Handbook and the CFA Grant Management Handbook. Furthermore, Grantee's expenditure of Grant money must be in accordance with the Project VOCA Budget set forth in the Grantee's VOCA Application and Grantee's CFA 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 and OAR 137-078-0041 (2)(a), (iii) to provide services to persons other than those described in Section 5.18(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 is referenced in the most recent version of the VOCA Handbook and can be found on the Crime Victim and Survivor Services Division ("CVSSD") website at <https://www.doj.state.or.us/crime-victims/grant-funds-programs/victims-of-crime-act-voca-assistance-fund/#vocafederalrules>. A detailed list of unallowable CFA costs can be found in most recent version of the CFA Grant Management Handbook.

Section 3.03. Unexpended Grant Money. Any VOCA Grant money disbursed to Grantee, or any interest earned by Grantee on the Grant money, that is not expended by Grantee in accordance with this Agreement by 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 federal funds under this Section 3.03 by paying to Grantor the amount of unexpended federal funds or permitting Grantor to recover the amount of the unexpended federal funds from future payments to Grantee from Grantor. If Grantee fails to return the amount of the unexpended federal funds within fifteen (15) days after 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 of the Grant money from Grantor to Grantee, including but not limited to, any payment of federal funds to Grantee from Grantor under this Agreement and any payment of federal funds to Grantee from Grantor under any contract or agreement, present or future, between Grantor and Grantee.

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

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

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

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, any provision of Grantee's articles of incorporation or bylaws, 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. 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, 2021** 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 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, CVSSD policies for addressing discrimination complaints,
 - (i) *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victim and Survivor Services Division's Subrecipients under U.S. Department of Justice Grant Programs*, available under Policies on Grantor's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>; and
 - (ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victim and Survivor Services Division and the Oregon Department of Justice, Crime Victim and Survivor Services Division Subrecipients* available under Policies on Grantor's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.
- (c) Grantee shall complete and certify completion of civil rights training as described under Training on Grantor's 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 for 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, gender identity, sexual orientation, age or disability and the procedures for filing a complaint of discrimination as described in the "Civil Rights Fact Sheet" developed by Grantor and available under Notification Regarding Program Availability on Grantor's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.

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

Section 5.06. Training Requirements.

- (a) Grantee shall ensure that direct service staff, volunteers and members of the board of directors, or governing body or designated leaders with direct responsibility for domestic violence and sexual assault programs attend training that meets the requirements adopted by the Department of Human Services ("DHS") Advisory Committee. The *Training Requirements for Staff, Volunteers and Leadership of Non-Profit Organizations and Tribal Nations Serving Survivors of Domestic Violence, Sexual Assault, Dating Violence and Stalking* are available on the Grantor's web page at: <https://www.doj.state.or.us/crime-victims/grant-funds-programs/oregon-domestic-and-sexual-violence-services-odsys-fund/>. 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 VOCA-funded staff providing direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations attend the Oregon Basic State Victim Assistance Academy (SVAA) training: https://law.lclark.edu/centers/national_crime_victim_law_institute/projects/OR_SVAA/basic.php. Child Abuse Intervention Centers and Special Population organizations may alternatively submit a 40-hour training plan for CVSSD approval that covers topics relevant to the VOCA-funded staff position(s), which may be from SVAA, DHS Advisory Committee adopted training requirements and OCADSV web-based advocate training described in subsection (a) of this Section, VAT *Online* described in subsection (c) of this Section, and additional population-specific topics.
- (c) Volunteers and interns providing VOCA-funded direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations are required to successfully complete the Office for Victims of Crime (OVC) Victims Assistance Training *Online* (VAT *Online*) or a training program that minimally covers the topics included in VAT *Online*: https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm. Alternatively, Child Abuse Intervention Centers and Special Population organizations may submit a training plan for CVSSD approval that covers topics relevant to volunteer position(s), which may be from VAT *Online*, DHS Advisory Committee adopted training requirements and OCADSV web-based advocate training described in subsection (a) of this Section, SVAA described in subsection (b) of this Section, and additional population-specific topics.
- (d) At least one grant-funded staff providing direct services is required to attend the CVSSD-sponsored Crime Victims Compensation Training at least once every four years and ensure all direct service staff are appropriately trained.

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

Section 5.07. Reporting Requirements.

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

quarters ending June 30, Grantee shall submit through CVSSD E-Grants to Grantor quarterly financial reports.

- iii. Quarterly Statistical Reports. No later than 31 days after the end of the calendar quarters ending September 30, December 31, March 31, and no later than July 20 for the calendar quarters ending June 30, Grantee shall prepare and submit through CVSSD E-Grants to Grantor quarterly statistical reports.

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.

Grantee shall not discriminate, in procurement transactions, against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by United States Department of Justice ("USDOJ"). The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government in undertaking any work, project, or activity for or on behalf of the federal government. Further details of this requirement can be found in Exhibit E: Victims of Crime Act Special Conditions, and are incorporated by reference here.

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

Section 5.10. Program Income. In order to add program income to an award, Grantee (and any subrecipient at any tier) must seek approval from Grantor prior to generating any program income. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. Any program income added to an award must be used to support activities that were approved in the budget and follow the conditions of the Agreement. Any program income generated by the Grantee must be reported on the quarterly Financial Report in accordance with the addition alternative. Failure to comply with these requirements may result in Grantor withholding award funds, disallowing costs, or suspending or terminating the award. The Grantee must comply with all program income requirements contained in the Program Income Policy available on the Grantor's web page under Grant Guidance Documents: <https://www.doj.state.or.us/crime-victims/for-grantees/grant-guidance-documents/>.

Section 5.11. Nondisclosure of Confidential or Private Information. In order to ensure the safety of adult, youth, and child victims 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, 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) **Breach of Personally Identifying Information.** Grantee is responsible for taking reasonable efforts to prevent unauthorized releases of personally identifying information or individual information that is collected as described in paragraph (a) of this section. The Grantee (and any subgrantee at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee), 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The Grantee's breach procedures must include a requirement to report actual or imminent breach of personally identifying information to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- (i) Grantee shall notify the Grantor promptly after receiving a request from the media for information regarding a recipient of services funded with Grant money.

Section 5.12. 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, potential employees 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 5.13. Determination of Suitability to Interact with Participating Minors. If the purpose of some or all of the activities to be carried out under the VOCA project is to benefit a set of individuals under 18 years of age, Grantee must make determinations of suitability, in advance, before individuals may interact with participating minors, regardless of the individual's employment status. Details of this requirement can be found on the Office of Justice Programs website at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Section 5.14. Employment Eligibility Verification for Hiring. Grantee shall ensure that, as part of the hiring process for any position funded with VOCA funds, they will properly verify the employment eligibility of the individual who is being hired, consistent with provisions of 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens. Grantee must:

- (a) Notify all staff involved in the hiring process of this requirement;
- (b) Maintain records of all employment eligibility verifications pertinent to compliance with this requirement in accordance with Form I-9 record retention requirements.

For purposes of satisfying the requirement to verify employment eligibility, Grantee may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Grantee uses E-Verify to confirm employment eligibility for each hiring for a position that is or will be funded with VOCA funds.

Details of this requirement can be found in Exhibit E: Victims of Crime Act Special Conditions, and are incorporated by reference here.

Section 5.15. 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 Grants Financial Management Division (GFMD) and 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/CVSSD, 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 CVSSD within 30 days of completion. If Grantee expends less than \$750,000 in its fiscal year, 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 5.16. 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, 34 U.S.C. §10228(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, CVSSD, 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 Victim and Survivor 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 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) **Partnerships with Faith-Based and Other Neighborhood 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 www.ojp.usdoj.gov/ocr.
- (h) **The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2**

CFR Part 200, as adopted and supplemented by the USDOJ 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, CVSSD, 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 5.17. VOCA Eligibility Requirements. Grantee will comply with the federal eligibility criteria established by the Victims of Crime Act of 1984, as amended, and the Office of Justice Programs Financial Guide, in order to receive VOCA funds as described in the Grantee's VOCA Application.

Section 5.18. Assurances. The Grantee assures that it will:

- (a) Utilize VOCA funds only to provide authorized services to victims of crime;
- (b) Obtain prior approval from Grantor for:
 1. Movement of funds
 - i. For grant awards totaling \$500,000 or less: Movement of funds that total more than \$3,000 in the Personnel, Services and Supplies, and/or Other Services categories;
 - ii. For grant awards totaling more than \$500,000: Movement of funds that total more than \$5,000 in the Personnel, Services and Supplies, and/or Other Services categories; OR
 2. Adding a budget category or line item that did not exist in the original budget; OR
 3. Deleting an existing category.
- (c) Comply with the requirements of the current version of the Office of Justice Programs, Financial Guide available at: <https://ojp.gov/financialguide/DOJ/index.htm> ; and
- (d) Comply with the terms of the most recent versions of the VOCA Grant Management Handbook and the CFA Grant Management Handbook.

SECTION 6 TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated at any time upon mutual written agreement between the 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, (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 6.05.

Section 6.03. Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to the Grantor, Grantee shall immediately cease all activities under this

Agreement unless, in a notice issued by Grantor, Grantor expressly directs otherwise.

Section 6.04. Default. Either party shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any Exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the Project, the expenditure of Grant money 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 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 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 6.05. 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.

In performance of this Agreement, Grantee or Grantor may not be required to perform any act or acts that it is not authorized to perform under state or Federal law and may not be required to refrain from any act that it must perform under state or Federal law.

**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. Notwithstanding the foregoing, to be effective against the other party, and any notice transmitted by facsimile must be confirmed by telephone notice to the other party. 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 CVSSD E-Grants. 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. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given.

Section 7.05. Subcontracts, 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) **Generally.** 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) **Third Party Claim; Grantor's Joint Liability.** 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) **Third Party Claim; Grantee's Joint Liability.** 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 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 5.15, 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 Victim and Survivor Services Division
Date: _____

AUTHORIZED AGENT FOR GRANTEE

By: Jeff Hecksel
Name: Jeff Hecksel
Title: County Administrator
Date: 02/13/2020

APPROVED FOR LEGAL SUFFICIENCY

By: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

Date: Approved via email 11/4/2019



**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. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and 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 Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals:

(a) is 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) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov) unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The Applicant certifies and assures 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 its 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 Applicant'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 award 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 award, the employee will

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

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

(a) 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 of any such convicted employee, to: U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(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; and

(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).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Hood River County - District Attorney's Office

1. Grantee Name and Address

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

93-6002297

Jeff Hecksel, County Administrator

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

JEFF HECKSEL

02/13/2020



STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), 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. §§ 1501-1508 and 7324-7328, 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.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Jeff Hecksel

Print Name of Authorized Official



Signature of Authorized Official

County Administrator

Title

02/13 /2020

Date

SINGLE AUDIT CERTIFICATION LETTER

October 1, 2019

Ms. Gloria Needham
Hood River, acting by and through its District Attorney's Office
309 State Street
Hood River, OR 97031-2037

RE: Subrecipient Audit Requirements of 2 CFR Part 200, Subpart F for audits of Grant Agreement between the Oregon Department of Justice and Hood River, acting by and through its District Attorney's Office for the period of October 1, 2019 – September 30, 2021 under the VOCA Grant Award/CFDA#16-575 /\$236,702.03.

Dear Ms. Gloria Needham,

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 (CVSSD 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, E, F, G, and H.

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) _____

Montina Ruffen
Print Name of Fiscal Officer

M Ruffen
Signature of Fiscal Officer

Finance Director
Title

Feb 7, 2020
Date

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

EXHIBIT D

Oregon Department of Justice – Crime Victim and Survivor 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, CVSSD, 1162 Court Street NE, Salem, OR 97301-4096 along with your Grant Agreement and Exhibits A, B, C, E, and F.

Grant Award: VOCA/CFA-2019-HoodRiverCO.DAVAP-00027		Grant Title: 2019 VOCA Non-Competitive Grant	
Grantee Name (Funded Entity): Hood River, acting by and through its District Attorney's Office			
Address: 309 State Street, Hood River, OR 97031-2037			
Project Period: Start Date: 10/1/2019 End Date: 9/30/2021		Award Amount: VOCA \$236,702.03	
Contact Name, Phone # & E-mail address: Ms. Gloria Needham, (541) 387-6814, gloria.needham@co.hood-river.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 Hood River County [Grantee] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Jeff Hecksel, County Administrator
Print or Type Name and Title

Jeff Hecksel
Signature

02/13/2020
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, Cheryl Berger [authorized official],
certify that Hood River County [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/CVSSD, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Hood River County [organization],
601 State Street, Hood River, OR 97031 [address].

Cheryl Berger Human Resources Director, Cheryl Berger 2-13-2020
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 Victim and Survivor Services Division, 1162 Court Street NE, Salem, OR 97301-4096, along with your Grant Agreement and Exhibits A, B, C, E, and F. 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. By signing and accepting this award on behalf of the Grantee, the authorized official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized official for the Grantee.

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 Victim and Survivor Services Division ("CVSSD") taking appropriate action with respect to the Grantee and the award. Among other things, the CVSSD 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 34 U.S.C. 10271-10273, 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 CVSSD 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).

Record retention and access: Records pertinent to the award that the Grantee (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report, unless a different retention period applies -- and to which the Grantee (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

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 CVSSD 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 "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. The Grantee agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code. Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. 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 CVSSD 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.

6. 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 (CVSSD 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.

7. 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).

8. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Grantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of a CVSSD grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

9. Employment eligibility verification for hiring under the award

1. The Grantee (and any subrecipient at any tier) must:

- A. Ensure that, as part of the hiring process for any position in the United States that is or will be funded (in whole or in part) with VOCA funds, the Grantee (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).**
- B. Notify all persons associated with the Grantee (or any subrecipient) who are or will be involved in activities under this VOCA award of both –**
 - 1) This award requirement for verification of employment eligibility, and**
 - 2) The associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful to hire (or recruit for employment) certain aliens.**
- C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).**
- D. As part of the recordkeeping for this award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.**

2. Monitoring

The Grantee must monitor subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all Grantee (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Grantee (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Grantee (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded with award funds.

C. “United States” specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any Grantee, any subrecipient at any tier, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any Grantee, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

10. 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.

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

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, \$250,000). 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 \$250,000), and are incorporated by reference here.

12. Unreasonable restrictions on competition under the award; association with federal government

With respect to any procurement of property or services that is funded (in whole or in part) by VOCA funds, whether by the Grantee or subrecipient at any tier, and regardless of dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used, Grantee shall:

A. Not discriminate, in procurement transactions, against associates of the federal government.

Consistent with the (DOJ) Part 200 Uniform Requirements – including as set out at 2 C.F.R. 200.300 (requiring awards to be “manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements”) and 200.319(a) (generally requiring “[a]ll procurement transactions [to] be conducted in a manner providing full and open competition” and forbidding practices ‘restrictive of competition’ such as “[p]lacing unreasonable requirements on firms in order for them to qualify to do business” and taking “[a]ny arbitrary action in the procurement process”) – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity’s status as an “associate of the federal government” (or on the basis of such person or entity’s status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ; and

B. Monitor subrecipient compliance with this condition.

The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

Nothing in this condition shall be understood to authorize or require any grantee, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

13. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and CVSSD 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 CVSSD authority to terminate award)), and are incorporated by reference here.

14. Determination of suitability to interact with participating minors

If a purpose of some or all of the activities to be carried out under this VOCA award (whether by Grantee or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age:

The Grantee, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15. 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").

16. 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 CVSSD in the manner (including within the timeframes) specified by CVSSD 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.

17. OJP Training Guiding Principles

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

18. 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 CVSSD awards.

19. Potential imposition of additional requirements

The Grantee agrees to comply with any additional requirements that may be imposed by CVSSD 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.

20. 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.

21. 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."

22. 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 (as may be applicable from time to time), 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.

Currently, 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, currently, 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 28 C.F.R. Part 38 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.

23. 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 CVSSD for guidance, and may not proceed without the express prior written approval of CVSSD.

24. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

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, 2018, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.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 CVSSD for guidance, and may not proceed without the express prior written approval of CVSSD.

25. 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) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881(fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

26. 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.

27. 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 CVSSD for guidance.

28. 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.

29. 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 CVSSD 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.

30. 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 CVSSD.

31. 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.

32. 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 CVSSD.

33. The Grantee, and any subrecipient ("subgrantee") at any tier, must authorize the 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.

34. The Grantee agrees to submit (and, as necessary, require subgrantees to submit) quarterly performance reports on the performance metrics identified by CVSSD, and in the manner required by CVSSD. 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.

35. 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.

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

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.

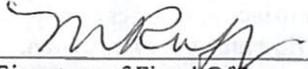
Jeff Hecksel
Print Name of Authorized Official


Signature of Authorized Official

County Administrator
Title

02/13/2020
Date

Montina Ruffin
Print Name of Fiscal Officer


Signature of Fiscal Officer

Budget & Finance Director
Title

02/7/2020
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.

**Hood River County
Grant Application Questionnaire
And Compliance Check List**

1. **Grant Title:** CAFFA Grant Application for FY 2020-21
2. **Grant Agency:** Oregon Department of Revenue
Address: PO Box 14380, Salem, OR 97309-5075
Contact Person: CAFFA Grant Unit
Property Tax Division
caffa.grant@oregon.gov
3. **Federal Agency:** _____
Address: _____
Contact Person: _____
Phone #: _____
CFDA Number: _____
4. **Applicant:** Hood River County Assessment and Taxation
Address: 601 State St, Hood River OR
Contact Person: Brian Beebe
Phone #: 541-387-6854

5. **Brief description of the grant:**

To reverse the disintegration and recognize a shared responsibility for statewide uniformity and accuracy in Assessment and Taxation (A&T), HB 2338 was enacted which created the County Assessment Function Funding Assistance (CAFFA) grant in 1989. The legislation provided A&T officials and the state an additional funding source for approved A&T programs by increasing delinquent interest and recording fees.

6. **Describe the match requirements if any. Indicate the budget ramifications associated with the match in the year of receipt of the grant and future years. Also explain how "in kind" service will affect the County's regular workload.**

No match requirements; however, ORS 294.175 requires that a county must be certified by the Department of Revenue to participate in the grant. A county must appropriate the budgeted dollars based on 100 percent of the certified expenditures as provided in ORS 294.178. If 100 percent is not appropriated as certified, no grant shall be made to the county for the quarter in which the county is out of compliance.

7. **Describe how the grant is to be administered once it is awarded. Include contract preparation and/or review, compliance with Federal regulations (Davis-Bacon, ADA etc), compliance with the County bid process, flow of grant revenue and expenditures, insurance, bonding, reimbursement for administration and other items for monitoring the grant application through completion.**

Funds for the grants are derived from a percentage of interest collected on delinquent property tax accounts and from a fee on most documents recorded in the county clerk's office. These monies are deposited into the county's County Assessment and Taxation Fund (CATF) account. At the end of each fiscal quarter, the county treasurer transfers monies, including interest earned on the account, from the CATF to the Department of Revenue's CAFFA account with the State Treasurer. By statute, the department distributes the money back to the counties quarterly by the 25th of the month following the end of the fiscal quarter. For example, money collected during the 1st Quarter, July 1 through September 30, will be distributed back to the counties by October 25.

8. **Provide a budget for the grant project.**

Budget has already been submitted.

9. **Please ensure the following requirements have been met:**

- a. Review by the County Building & Grounds Committee if there will be a need for office space or land requirement due to the grant award;
- b. Comments by affected departments (if applicable);
- c. Ensure compliance with the County bid process for grant administrator;
- d. Ensure the grant conforms with the County comprehensive plan, County policies and/or Board of Commissioners plan;
- e. Provide a calendar plan for process of grant application.

Acquire the following signatures prior to submittal of grant application questionnaire:


Budget & Finance Director

County Administrator

**Submit this questionnaire along with the grant application/paperwork to the Administration Office for submittal to the Board of Commissioners.



Form 1 Grant Application Staffing

2020-2021

	Column 1	Column 2	Column 3
County <u>HOOD RIVER</u>	Approved FTE current year (2019-20)	Budgeted FTE coming year (2020-21)	Change (Column 2 less Column 1)
A. Assessment administration			
Assessor, deputy, etc.	1.45	1.45	0.00
Assmt. support staff, deed clerks and data entry staff	1.05	1.05	0.00
Total assessment administration staff	2.50	2.50	0.00
B. Valuation and appraisal staff			
Chief appraisers/appraiser supervisor	0.75	0.75	0.00
Lead appraisers	0.00	0.00	0.00
Residential appraisers	1.50	1.50	0.00
Commercial/industrial appraisers	0.50	0.50	0.00
Farm/forest/rural appraisers.....	0.45	0.45	0.00
Manufactured structure/floating structure appraisers	0.15	0.15	0.00
Personal property appraisers.....	0.60	0.60	0.00
Personal property clerks.....	0.85	0.85	0.00
Sales data analyst.....	0.05	0.05	0.00
Data gatherers and appraisal techs.....	0.00	0.00	0.00
Total valuation and appraisal staff	4.85	4.85	0.00
C. Board of Property Tax Appeals (BoPTA)	0.05	0.05	0.00
D. Tax collection and distribution administration			
Administration, deputy, etc.....	0.80	0.80	0.00
Support and collection	0.60	0.70	0.10
Tax distribution	0.50	0.50	0.00
Foreclosure and garnishment.....	0.20	0.20	0.00
Total tax collection and distribution	2.10	2.20	0.10
E. Cartography and GIS administration			
Cartographic/GIS supervisor.....	0.00	0.00	0.00
Leadcartographers	0.00	0.00	0.00
Cartographers.....	0.00	0.00	0.00
GIS specialists.....	0.15	0.15	0.00
Total cartographic and GIS staff	0.15	0.15	0.00
F. Dedicated IT services for A&T	0.15	0.15	0.00
G. Total assessment and taxation staffing	9.80	9.90	0.10



Form 2 Explanation of Staffing Issues

2020-2021

County HOOD RIVER

In this section, explain any difference between approved staffing for the current year and staffing for the budgeted year. Explain why any funded positions were unfilled for the current year. Use this form to describe the intended use of nonpermanent workers (temporary help, project temporaries, and contractors) by A&T function, along with their cost. Note any special or unique aspects regarding who accomplishes the work and how they accomplish it related to Forms 4, 5, and 6. For example, if you use staff to perform personal property functions, other than those reported on Form 1, Section B, note that here and include the FTE.

Form 1 Comments: The difference in staffing from the current to the budgeted year for the "Tax collection and distribution administration" section is attributed to updating this information to a more accurate reflection of the amount of time these positions spend performing the tax collection functions for the County.

Form 2 Comments: The 2020-2021 budget includes funds for the former Deputy Director to train with the current Deputy Director on contract.

Form 4 Comments: Form 4 line 8 "Total Valuation - Appraisal Staff (FTE)" doesn't match Form 1 section B "Total Valuation - Appraisal Staff (FTE)", because the Assessor and Deputy Assessor are included in the Form 4 FTE count that performs valuation activities.

Form 5 Comments: The Tax Collector is also the Treasurer.



Form 3 General Comments

2020-2021

County HOOD RIVER

Use this form to describe any issue in your budget that needs further clarification. Examples include significant changes on Form 7, purchase of a new data processing system, salary increases, new car purchases, personnel services, costs for mapping, etc. You can also use this form to document any miscellaneous comments about this grant application.

N/A



Form 4 Valuation and Appraisal Resources

2020-2021

County <u>HOOD RIVER</u>	Number of accounts by activity		Number of FTE by activity	
	Actual (2019-20)	Estimated (2020-21)	Actual (2019-20)	Estimated (2020-21)
Activities				
1. Real property exceptions, special assessments and exemptions				
New construction.....	486	486	1.37	1.37
Zone changes.....	0	0	0.00	0.00
Subdivisions, segregations, and consolidations..	238	238	0.23	0.23
Omitted properties	29	29	0.14	0.14
Special assessment qualification and disqualification	212	212	0.18	0.18
Exemptions.....	34	34	0.40	0.40
Subtotal.....	999	999	2.32	2.32
2. Appeals and assessor review				
Assessor review and stipulations	34	34	0.20	0.20
BOPTA	11	11	0.01	0.01
Department of Revenue.....	1	0	0.00	0.00
Magistrate Division of the Oregon Tax Court.....	1	2	0.08	0.08
Regular Division of the Oregon Tax Court	0	0	0.00	0.00
Subtotal.....	47	47	0.29	0.29
3. Real property valuation				
Physical reappraisal.....	265	530	0.55	0.55
Recalculation only—no appraisal review	13,003	12,738	0.02	0.02
Subtotal.....	13,268	13,268	0.57	0.57
4. Business personal property (returns mailed)	1,236	1,236	1.46	1.46
5. Ratio			0.13	0.13
6. Continuing education			0.57	0.57
7. Other valuation—appraisal activity			0.37	0.37
8. Total valuation and appraisal staff (FTE)			5.71	5.71



Form 5 Tax Collection and Distribution Work Activity

2020-2021

County HOOD RIVER

Number of accounts by activity	
Actual (2019-20)	Estimated (2020-21)

1. Number of accounts requiring roll corrections		
Business personal property	70	80
Personal property manufactured structures	10	15
Real property	75	100
2. Number of accounts requiring a refund		
Business personal property	25	50
Personal property manufactured structures	8	15
Real property	125	150
3. Number of delinquent tax notices sent		
Business personal property	171	200
Personal property manufactured structures	100	150
Real property	525	600
4. Number of foreclosure accounts processed		
Real property only	7	10
5. Number of accounts issued redemption notices		
Real property only	6	15
6. Number of warrants	130	140
7. Number of garnishments	10	15
8. Number of seizures	0	0
9. Number of bankruptcies	4	6
10. Number of accounts with an address change processed	2,550	2,550
11. How many second trimester statements do you mail?	1,565	
12. How many third trimester statements do you mail?	1,450	
13. Does the county contract for lock box service?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
14. Does the county use in-house remittance processing?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
15. Is tax collecting combined with another county function?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, describe that function on Form 2.		



Form 6
Assessment and Administrative
Support and Cartography
Work Activity

2020-2021

County HOOD RIVER

**Assessment and administrative support
work activity**

	Numbers by activity	
	Actual (2019-20)	Estimated (2020-21)
1. Number of deeds worked	808	808

Cartography work activity

	Numbers by activity	
	Actual (2019-20)	Estimated (2020-21)
1. Number of new tax lots	0	0
2. Number of lot line adjustments	0	0
3. Number of consolidations	0	0
4. Number of new maps	0	0
5. Number of tax code boundary changes	0	0



Form 7 Summary of Expenses

2020-2021

County HOOD RIVER

	A.	B.	C.	D.	E.	F.	
Current operating expenses	Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography*	Dedicated IT services for A&T	Totals
1. Personnel services	261,529	419,207	2,368	213,268	19,076	23,720	939,168
2. Materials and services	43,797	39,623	1,000	23,280	17,500	0	125,200
3. Transportation	750	1,750	0	100	0	0	2,600
4. Total current operating expenses (Total direct expenses)	306,076	460,580	3,368	236,648	36,576	23,720	1,066,968

* Include approved grant funding for ORMAP

Indirect expenses

5. Total direct expenses (line 4)	1,066,968
6. If you use the 5 percent method to calculate your indirect expenses, enter 0.05 in this box.	0.05
Total indirect expenses (line 5 multiplied by line 6)	53,348
6A. If you use a percent amount approved by a federal granting agency to calculate your indirect expenses, enter that percentage in this box.....	0.00000
Total indirect expenses (line 6A multiplied by the direct expense amount for the category/categories that your certificate allows)	0
7. Total indirect expenses	53,348

Capital outlay

	Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography	Data Processing Support (IT, AT)	Total capital outlay without regard to limitation
8. Enter the actual capital outlay without regard to limitation.	0	0	0	0	0	0	0
9. Total direct and indirect expenses (sum of lines 4 and 7)							1,120,316
10. Direct and indirect expenses multiplied by 0.06							67,219
11. The greater of line 10 or \$50,000.....							67,219
12. Capital outlay (the lesser of line 8 or line 11)							0
13. Total expenditures for CAFFA consideration (sum of lines 4, 7, and 12).....							1,120,316

Form 8

Grant Application Resolution

Hood River County is applying to the Department of Revenue in order to participate in the County Assessment Function Funding Assistance Program.

This state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

Hood River County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. The county is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and all laws requiring equity and uniformity in the system of property taxation.

Hood River County agrees to appropriate budgeted dollars based on 100 percent of the expenditures certified in the grant application. The total expenditure amount for consideration in the grant is \$1,120,316. If 100 percent isn't appropriated, no grant shall be made to the county for each quarter in which the county is out of compliance.

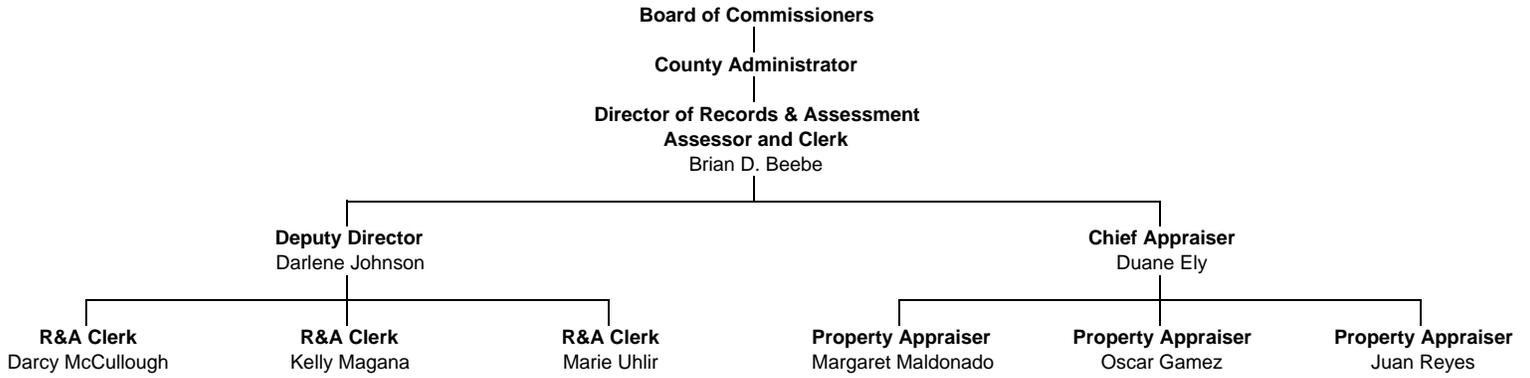
The county designates the following individual as the contact for this grant application:

<u>Brian Beebe</u>	<u>(541-387-6854)</u>	<u>brian.beebe@co.hood-river.or.us</u>
Name	Phone	Email

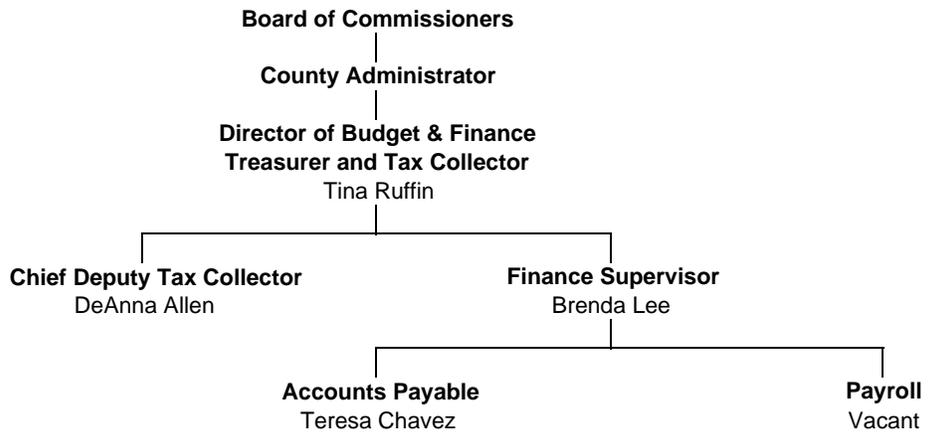
Signature of chairperson or judge of governing body

Date signed

Hood River County Records and Assessment Department



Hood River County Budget and Finance Department



Hood River County Information Technology

Board of Commissioners



County Administrator



I.T. Manager

Tony Clark

Hood River County GIS



**BEFORE THE BOARD OF COMMISSIONERS
HOOD RIVER COUNTY, OREGON**

IN THE MATTER OF DECLARING)
A LOCAL STATE OF EMERGENCY) RESOLUTION NO. 2323
IN HOOD RIVER COUNTY CONCERNING)
CORONAVIRUS (COVID-19))

WHEREAS, ORS 401.305 provides authority for Hood River County to act as an emergency management agency, including authority to establish policies and protocols for defining and directing responsibilities during time of emergency; and

WHEREAS, Title 13, Chapter 13.08 of the Hood River County Code and the Hood River County Emergency Operations Plan (EOP) authorize the Hood River County Board of Commissioners to declare a state of emergency within the County and to establish procedures to prepare for and carry out activities which are necessary to prevent, minimize, respond to, or recover from an emergency; and

WHEREAS, there is a global pandemic from the novel coronavirus causing the illness known as COVID-19; and

WHEREAS, the presence of COVID-19 constitutes a high potential threat to public health, which is known to spread person-to-person through coughing, sneezing and close personal contact. As of March 15, 2020, there were 39 cases in Oregon, 182 pending cases for people under investigation, and 355 people being monitored.

WHEREAS, on March 8, 2020, Governor Kate Brown signed Executive Order No. 20-03, declaring a statewide emergency due to COVID-19 outbreak in Oregon; and

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation declaring a national emergency concerning the Novel Coronavirus Disease (COVID-19) Outbreak; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak as a pandemic; and

WHEREAS, the following disruption of important services, damage to life, or damage to property can be expected in association with COVID-19: (a) COVID-19 is expanding worldwide including a declared global pandemic and declared outbreak in Oregon; (b) County resources will be needed to respond to this threat to keep the public informed and as safe as possible; (c) resources related to contact tracing, disease investigation and prevention, continuity of operations, community information and response coordination, and funding are expected to be exhausted; and

WHEREAS, the President's Proclamation and Governor's Executive Order have made additional resources available; and

WHEREAS, all of Hood River County is affected by COVID-19 and the response to the illness.

NOW, THEREFORE, THE HOOD RIVER COUNTY BOARD OF COMMISSIONERS HEREBY RESOLVES AND DECLARES:

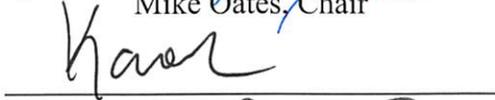
1. Pursuant to ORS 401.309, Title 13, Chapter 13.08 and the Hood River County EOP, the Board of Commissioners for Hood River County formally declares a state of emergency for Hood River County, effective this 8th day of March, 2020, and continuing through June 30, 2020, unless extended or terminated by the Board of Commissioners.
2. Upon this declaration of a state of emergency, the Board of Commissioners shall be authorized to take and/or direct such actions and issue such orders as are determined to be necessary to protect the public and property and to efficiently conduct activities that minimize or mitigate the effect of the emergency as authorized by ORS 401.309, the Hood River County Code and EOP.
3. The County Administrator, Local Public Health Administrator and Emergency Manager shall take all necessary steps authorized by law to coordinate response and recovery from this emergency including, but not limited to, coordinating with the State of Oregon and federal government in order to qualify Hood River County for all available state and federal emergency assistance, use of shared resources, assistance from state and federal agencies, and financial assistance and reimbursements.
4. Emergency procurements of goods and services are authorized pursuant to ORS 279B.080, ORS 279C.335(6), ORS 279.380(4) and Hood River County contracting rules.
5. This Resolution shall be transmitted to the Oregon Office of Emergency Management.

DATED this 17th day of March, 2020

HOOD RIVER COUNTY BOARD OF COMMISSIONERS



Mike Oates, Chair



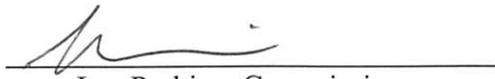
Karen Joplin, Commissioner



Rich McBride, Commissioner



Robert Benton, Commissioner



Les Perkins, Commissioner

TO: BOARD OF COMMISSIONERS

RE: Personnel Code Exception

Between the periods March 8, 2020, (Hood River County declared a State of Emergency) and April 1, 2020, (COVID-19 Emergency Leave Policy became effective), 56 Hood River County Employees recorded 818.27 total hours of Sick Leave. Consistent with the Governor's order, the County has instituted a liberal leave policy, and consistent with Federal requirements the County instituted a COVID-19 Emergency Leave Policy.

During this same period of time, an employee in one department was ordered to go home by their supervisor because they were exhibiting signs of illness. This employee was paid out the remainder of their work day and given paid Administrative Leave for the following seven (7) days. This employee did not have sufficient sick leave to support the seven (7) days, however this employee did have sufficient vacation time to cover. The employee is represented by a collective bargaining agreement.

The use of paid Administrative Leave in this manner is not supported by any policy either within Hood River County Personnel Code or any Union Agreement. Any use of Administrative Leave that is outside of an approved use, must be approved by the Hood River County Board of Commissioners.

Administrative Leave is discussed within the Hood River County Personnel Code in two sections.

- a) Section 24 (Causes for Warning, Suspension or Dismissal Appeal Rights) and,
- b) Section 31 (Vacation).

Section 24.7 outlines placing an employee on paid Administrative Leave for investigation purposes. Section 31.16 defines the benefit of Administrative Leave as a form of Vacation awarded annually on the first day of each fiscal year. Neither of these provisions apply in this situation.

As this is an unprecedented time, some flexibility is needed to address this particular situation.

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: April 9, 2020 **DEPARTMENT:** Planning **NAME:** Eric Walker

SUBJECT: Modified IGA with HR Soil and Water Conservation District for Groundwater Monitoring

AUTHORITY: *ORS:* _____ *OAR:* _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

In September of 2015, the Board and the Hood River Soil and Water Conservation District created an IGA involving groundwater monitoring in the County. As part of this initial agreement, the County paid SWCD \$19,300 to monitor wells, seek grants, and coordinate efforts with other agencies. This IGA is set to expire on June 30, 2020 and over \$11,445 remains in the fund.

SWCD has requested that the existing IGA be modified to allow the remaining unspent funds to be used for 6 more years of groundwater monitoring efforts.

FISCAL IMPACT- *Budget Line Item:* #260-9936-461-8018 *Acct Bal \$* 11,445.50

Est. Hrs. Spent to Date: _____ *Est. Completion Date:* _____

Comments:

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*

HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

Approve and sign the modified IGA to allow remaining funds to be used for continued support of the groundwater monitoring program in Hood River.

ADMINISTRATION RECOMMENDATION:

Approve and authorize Chair Oates to sign the Intergovernmental Agreement (IGA) with Hood River Soil & Water Conservation District as presented.

FOLLOW UP: *ORD/RESO/AGMT/ORDER, ETC:* ORIGINALS TO R&A
COPIES TO: County Planning

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: April 13, 2020 **DEPARTMENT:** Forestry **NAME:** Doug Thiesies

SUBJECT: Set Hearing for Crystal Springs South Reservoir on County Forest

AUTHORITY: *ORS:* 275.330 *OAR:* _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

Crystal Springs reservoir storage is a critical need in the South half of their service area. Any disruption in flow delivery could result in emptying of the Southern waterlines and place the District in violation of state water system laws. Crystal Springs Water District has worked with the Forestry Department to develop a proposal similar to the Middle Mountain reservoir lease approved by the BOC in February 2019. This second proposal would allow Crystal Springs to lease approximately 1.24 acres and provide easements to construct and utilize a domestic water supply reservoir near the end of Dog River Road, South of Parkdale. The lease and easement as proposed will result in alienation of approximately 3.5 acres of County Forest.

In April 2019, the BOC reviewed and confirmed the proposed terms and directed staff to complete review of documents and prepare a staff report. A hearing is the next step to determine if the proposed alienation is in the best interest of the public.

ATTACHMENTS: Multiple 1

FISCAL IMPACT:

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*
HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

Set the public hearing for 6pm, May 18, 2020 and direct staff to prepare appropriate documents and public notice.

ADMINISTRATION RECOMMENDATION:

Set a public hearing regarding a Lease and Easement on County Forest for Crystal Springs Water District for May 18, 2020 at 6:00pm, or soon thereafter.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
 COPIES TO: _____

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: April 13, 2020 **DEPARTMENT:** Forestry **NAME:** Doug Thiesies

SUBJECT: Hearing for EFID Pipeline Easement on County Forest

AUTHORITY: *ORS:* 275.330 *OAR:* _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

In fall of 2019 East Fork Irrigation District briefed the Board of Commissioners (BOC) on their plan to place a portion of their ditch into pipe. The area affected is approximately Swyers Drive to Fir Mountain Road. Additional easement across Designated County Forest will be required to allow the most economical and practical path across the County Forest. The County Forest Manager reviewed the easement terms with the the BOC in January 2020 and the BOC directed staff and legal to prepare necessary documents to complete the transaction. The next step is to schedule a public hearing to determine the best interest of the public.

ATTACHMENTS: None 0

FISCAL IMPACT:

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*
HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

Set the public hearing for 6pm or soon thereafter, May 18, 2020 and direct staff to prepare appropriate documents and public notice regarding the EFID Pipeline Easement on County Forest.

ADMINISTRATION RECOMMENDATION:

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
 COPIES TO: _____

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: February 8, 2018 **DEPARTMENT:** Planning **NAME:** Keith Cleveland

SUBJECT: Request to set a date for TWO public hearings regarding Appeal #20-0045 of the Planning Commission's Final Order for Appeal #19-0266.

AUTHORITY: *ORS:* _____ *OAR:* _____

COUNTY ORD.: HRCZO Article 72

BACKGROUND/SUMMARY OF SUBJECT:

On November 12, 2019, Paul Jones filed an appeal of the County Planning Director’s decision to deny the applicant’s Forest Template Dwelling request. On January 8, 2020, the Planning Commission unanimously denied the appeal. On February 3, 2020, Paul Jones filed an appeal of Planning Commission's Final Order for Appeal #19-0266.

As part of the filed appeal, the appellant requested to either submit additional evidence, or to hold a de novo hearing. Therefore; staff is requesting that the Board of Commissioners hold two hearings. The first hearing will consider the appellant's request for the submission of additional evidence or a de novo hearing, then, based on the outcome of the first hearing, the second hearing will consider the merits of the Planning Commission's decision.

FISCAL IMPACT- *Budget Line Item:* _____ *Acct Bal \$* _____

Est. Hrs. Spent to Date: _____ *Est. Completion Date:* _____

Comments:

Fiscal impacts associated with this application are limited to staff time.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*

HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

Staff recommends that the Board of Commissioners schedule TWO public hearings for May 18, 2020 to consider the appeal.

ADMINISTRATION RECOMMENDATION:

Approve setting two public hearings for May 18, 2020 at 6:00pm or soon thereafter to consider Jones' appeal of the Planning Commission's denial of an appeal of the Planning Directors decision to deny his forest template dwelling request.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A

COPIES TO: County Planning

WORK SESSION ACTION ITEMS



Columbia Cascade Housing Corp.

To: Chair Oates and Commissioners - Hood River Board of County Commission
 Jeff Hecksel – Hood River County Administrator

From: Dave Peters – Homeownership Programs Manager
 Joel Madsen – Executive Director

Subject: CET for Affordable Housing – CCHC Down Payment Assistance Program

Date: March 16th, 2020

Columbia Cascade Housing Corporation (CCHC) requests a two-hundred and fifty thousand dollar (\$250,000) commitment of Hood River County's (County) earned revenue collected through the Construction Excise Tax (CET) for CCHC's Down Payment Assistance Program. This request is intended to complement our application to Oregon Housing and Community Service's (OHCS) Request for Applications (RFA) #5052 aimed at meeting a regionally identified need. CCHC's Down Payment Assistance Program (DPA) will leverage private and public (local and state) resources to assist households below 100% Area Median Income (AMI) achieve homeownership.

In accordance with Chapter 3.24 – Construction Excise Tax of the County's Code, all CET revenue, with the exception of a portion of those CETs levied from commercial, industrial and mixed-use property *and* that portion withheld for administrative costs as authorized by Section 8 and 9 of Chapter 59, Oregon Sessions Laws, 2016 *shall* be used to fund developer incentives and affordable housing programs. CCHC intends to use the funds committed through the County's CET for our DPA program, an affordable housing program.

CCHC has administered state funded down payment programs in the past and we anticipate this program to be a continuation of past successes. We have assisted 17 families purchase homes valued at over \$2,500,000 with previous down payment assistance programs. CCHC has done many other programs in support of homeownership, including approximately \$2,000,000 in needed health and safety repair loans to home owners in the Gorge during the last 13 years. CCHC also assists the state of Oregon with assistance in preventing foreclosure. This has been completed through participation in a mediation program to prevent foreclosure, as well as loans to people who had been facing foreclosure. More than \$2,000,000 has been lent to homeowners to prevent foreclosure. We also offer homebuyer education and counseling to prospective homebuyers.

CCHC's DPA program will intentionally serve households below 100% AMI and the housing units built or purchased with the use of construction excise tax funds will have recorded in its chain of title a deed restriction which requires that the property remain 'affordable housing,' as defined by the County's Code for a period of no less than 50 years from the date of restriction. This deed restriction is what adds complexity to our DPA program however it maintains consistency with the County Code - 3.24.105 Use of Revenue.

Additional information regarding Shared Equity Programs and Community Land Trusts (CLTs) is to follow.

- Homeowners participating in shared equity programs/CLTs experience 1/10 the foreclosure rate of non-shared equity homes.
- Taxes, including the land, are paid by the homeowner.

www.columbiacascadehousingcorp.org
 500 E 2nd St. The Dalles, OR 97058
 1-541-296-3397; 1-800-800-3397 (Toll Free)
 1-541-296-8570 (Fax)





Columbia Cascade Housing Corp.

Mechanics of how the program would work:

- Potential homebuyer applies for the program by completing a Hood River Downpayment Program application.
- When funds become available to CCHC, CCHC would notify all applicants. Those that want to be considered would be required to provide a pre-qualification letter from their lender and proof that they have taken the CCHC homebuyer education class, or another, approved class as well as proof of attending CCHC's Financial Education classes.
- Buyer would have to qualify for loan through approved lender. FHA, Fannie Mae, Freddie Mac, all accept the shared equity model.
- A drawing would be made with all qualified applicants.
- Homebuyer signs an Addendum to Real Estate Sale Agreement with the Purchase Agreement
- The Shared Equity calculation method (Resale Formula), while not determined at this time, will be one of the two methods listed below and would be specified in the Real Estate Sale Agreement;

1.) Fixed-rate formulas. The simplest of all types of resale formulas, fixed-rate formulas adjust the resale price upward by applying what is in effect a fixed rate of interest on the base price (not the settlement price) from year to year. At any given time, a simple mathematical calculation will allow either the CLT or the homeowner, independently, to determine the then current purchase option price. Most CLT's in our region use 1.5% increase per year

2.) Shared Appreciation -appraisal-based formulas. Appraisal-based formulas adjust the resale price by adding to the base price a certain percentage of any increase in appraised market value. Rather than itemizing the factors that can cause increases or decreases in value, these formulas let the market measure changes in value. Any increase in value is then shared between CCHC's shared equity program and the homeowner on a specified basis.



Hood River County

Construction Excise Tax for Affordable Housing

Agreement for Projects Funded with Construction Excise Tax Funds

Down Payment Assistance

Introduction

This Grant Agreement ('Agreement') is entered into by and between the County of Hood River, together with its successors and assigns (hereinafter referred to collectively as 'Grantor') and Columbia Cascade Housing Corporation, an Oregon nonprofit corporation, together with its successors and assigns (hereinafter referred to as 'Grantee').

Recitals

- A. This Agreement is funded through the construction excise tax for affordable housing collected on behalf of Grantor pursuant to the Hood River County ordinance establishing a construction excise tax to support affordable housing programs, Ordinance No. 343.
- B. Grantor has reviewed the Grantee's proposal and determined the activities, as hereinafter defined, are feasible and merit funding. The proposal is incorporated herein by reference.

Agreement

For good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. Incorporation of Recitals; Use of Grant Funds

a. Incorporation of Recitals and Exhibits and Attachments.

The foregoing Recitals and the attached Exhibits and Attachments are incorporated herein by reference.

2. Term of Agreement

Unless terminated or extended, this Agreement covers the period **XXXXXXXXXX through XXXXXXXXXX**. This Agreement shall become effective on the date this Agreement has been signed by every party and, when required, approved by the Grantor's legal counsel. The expiration of the term of this Agreement, including if this Agreement is terminated prior to the end of the above-described term, shall not terminate remedies available to Grantor or to Grantee hereunder.

3. Scope of Activities

The work to be performed by Grantee ('Work') is described in the Work and Marketing Plan (**Exhibit A**). Grantee shall perform all Work in accordance with the terms and conditions of this Agreement. Any requests or changes to Grant fund use or the Work from the original intended purpose must be approved in writing by Grantor in order for Grantee to retain use of the Grant funds.

4. Consideration; Reporting

- a. Grantor has agreed to make a conditional award of funds to the Grantee in the amount not-to-exceed of **TWO HUNDRED AND FIFTY THOUSAND**

DOLLARS (\$250,000) ('Grant'). Distributions will be made in accordance with Section 6 unless otherwise agreed to by Grantor.

- b. Any desired use of funds by Grantee which differs from the approved scope of work must first be approved in writing by the Grantor. 100% of the grant award must be used for the work or funding indicated in the application and may only cover administrative expenses if included in the original approved scope of work and noted previously in this Section. Any interest earned by Grantee while the funds are being held by Grantee prior to disbursement to an eligible borrower will not be restricted in any way.
- c. Upon expiration or termination of this Agreement, Grantee shall return all unexpended grant fund monies to the Grantor within 60 days.
- d. Completion and submission of a final closeout report is due within 60 days or the earlier of the expiration or termination of this Agreement.

5. Funding Collection

Grant funds specified in the Consideration section of this Agreement may include monies that have not yet been collected by Grantor, but which Grantor anticipates receiving for us in funding this Agreement. All disbursements of funds by Grantor are contingent upon them being lawfully collected, allocated and available to the Grantor.

6. Request for Funds

Grantee shall request grant funds in such form and manner as is satisfactory to or required by the Grantor. Grantee shall request all of the awarded funds to begin its program.

7. Redistribution or Retention of Fund

If grant funds are not obligated by Grantee in a timely manner as determined by Grantor at its sole discretion, Grantor may at its sole discretion, reduce or recapture Grantee funding and redistribute such funds to other grantees or retain such funds for other Grantor use. This remedy is in addition to any other remedies available to Grantor under this Agreement or otherwise.

8. Termination

- a. Grantor may immediately terminate this Agreement in whole or in part upon written notice to the Grantee of Grantor's loss of funding or expenditure authority or for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Grantee, whether directly by Grantee or through one of more of its sub-recipients, agents, subcontractors, successors or assigns, as determined by Grantor in its sole discretion.
- b. Grantor may, upon 30 days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 8.a. Cause may include any event, including an event of default, as determined by Grantor in its sole discretion that renders inappropriate the continuation of this Agreement. An event of default constitutes an act or omission by Grantee. Grantee, its sub-recipients, agents, representatives, contractors, or assigns by which Grantee, as determined by Grantor at its sole discretion, fails to timely and appropriately perform one or more material obligations, or otherwise breached a duty, owed to

Grantor under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:

- i. Grantee fails to fulfill timely any of its obligations under this Agreement;
 - ii. Grantee fails to comply timely with directives received from Grantor;
 - iii. Funds provided under this Agreement are used improperly or illegally by Grantee or any of its sub-recipients;
 - iv. Any certification, license or certificate required by law to be held by Grantee or others to provide the services required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;
 - v. Grantee (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;
 - vi. Grantee is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal department or agency.
- c. Grantee may, upon 30 days written notice, terminate this Agreement in whole or in part, if;
- i. Grantor unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30 – day notice period.
 - ii. Grantor provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct such directives within the 30-day notice period.
- d. Either party may terminate this Agreement in whole or in part immediately upon written notice to the other party if County ordinances, Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Board of County Commission, Oregon Legislative Assembly, the federal government or a competent court (in a final determination) in such a way that one or both parties no longer has the authority to meet its obligation under this Agreement.
- e. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, Grantor may, in its sole and absolute discretion, require that Grantee obtain prior Grantor approval from it for any additional expenditures that would obligate Grantor to reimburse it from Agreement grant funds or otherwise.
- f. Notwithstanding the above, or any termination thereunder, neither Grantee nor Grantor shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. Grantor may withhold any reimbursement to Grantee in the amount of compensation for damages due Grantor from Grantee (as estimated by Grantor in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.

third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

14. Notices

Except as otherwise expressly provided in this Agreement, any communications between the parties or notices to be given 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 in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or registered mail return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given 5 days after mailing. Any communication or notice delivered by facsimile or e-mail shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Grantor, such facsimile transmission must be confirmed by telephone notice to Grantor's primary contact within twenty-four (24) hours. Any communication or notice by persona delivery shall be deemed to be given when actually delivered.

15. Confidentiality

Grantee shall, and shall require and cause its sub-recipients to, protect the confidentiality of all information concerning applicants for and recipients of services funded by this Agreement. It shall not release or disclose any such information except as necessary for the administration of the program(s) and reporting to OHCS, as authorized in writing by the applicant or recipient or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons. Grantee shall, and shall require and cause its sub-recipients, ensure that all its officers, employees and agents are aware of an comply with this confidentiality requirement.

16. Dual Payment

Grantee shall not be compensated for work performed under this Agreement from any other source unless such funds are used solely to increase the total services provided under this Agreement.

17. Monitoring Required

a. Grantor Authorized to Monitor Grantee

Grantor may monitor the activities of Grantee as it deems necessary or appropriate, among other things, to ensure Grantee and its sub-recipients comply with the terms of this Agreement and that Grant fund awards are used properly for authorized purposes hereunder Grantor also may ensure that performance goals are achieved as specified in the approved request. Monitoring activities may include any action deemed necessary or appropriate by Grantor including, but not limited to the following: (1) the review (including copying) from time to time of Grantee and any and all sub-recipient(s) files, records, and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Grantee fiscal and program reports prior approval documentation; and (5) evaluating, training, providing technical assistance and enforcing compliance of Grantee, sub-recipients(s), and their officers, employees, agents contractors and other staff. Grantor my utilize third parties in its

monitoring and enforcement activities, including monitoring by peer agencies. Grantor monitoring and enforcement activities may be conducted in person, by telephone and by other means deemed appropriate by Grantor and may be effected through contractors, agents or other authorized representatives. Grantee consents to such monitoring and enforcement by Grantor and agrees to cooperate fully with same, including requiring by agreement that and causing its sub-recipients so cooperate.

Grantor reserves the right, at its sole and absolute discretion, to request assistance in monitoring from outside parties.

b. Grantee Shall Fully Cooperate

Grantee shall fully and timely cooperate with Grantor in the performance of any and all monitoring and enforcement activities. Failure by Grantee or any of its sub-recipients to comply with this requirement is sufficient cause for Grantor to require special conditions and may be deemed by Grantor as a failure by the Grantee to perform its obligations under this Agreement.

18. Monitoring

- a. Grantor generally will advise the Grantee as to its observations and findings generated by any on-site visit; usually through an exit interview. Within 60 days after an on-site inspection, Grantor will endeavor to provide Grantee with a written report as to its findings from that inspection. Grantor may advise the Grantee of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Grantee shall timely satisfy such corrective actions required by Grantor.
- b. Grantor may review (including copying) from time to time any and all Grantee and sub-grantee(s) files, records, and other information of every type arising from or related to performance under this Agreement. Within 60 days after a review, Grantor will endeavor to communicate in writing to the Grantee. Grantor may advise the Grantee of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Grantee shall timely satisfy such corrective actions as reasonable required by Grantor.

19. Monitoring: Major Findings Resolution

Grantor may track and follow up with Grantee regarding the correction by Grantee of findings made or other corrective actions required in Grantor's monitoring of Grantee's performance under this Agreement. The tracking record developed by Grantor may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. Grantees shall resolve findings and other required corrective actions within the timeframes reasonably given by Grantor by written report or otherwise.

20. Remedies

- a. If Grantor determines, in its sole discretion, that Grantee failed to comply timely with any material obligation under this Agreement, including but not limited to any Grantor directive or term of a corrective action plan, Grantor may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part of all of this

Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages including by temporary restraining order, injunction, specific performance or otherwise; (h) debaring or otherwise limiting Grantee's eligibility for other funding from Grantor; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.

- b. The rights and remedies of Grantor provided in this Section shall not be exclusively and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. This Section does not limit Grantee's remedies provided under this Agreement, by law, or otherwise.

21. Return of Unexpended Grant Funds at Expiration or Termination

All unexpended cash from such Grant funds remaining at the expiration or termination of this Agreement must be returned by Grantee to Grantor no later than thirty days following the expiration or termination of this Agreement, whichever is earlier. This Section shall not be construed as permitting an extension of the time allowed for using Grant funds that is not consistent with Grantor requirements or other controlling law.

22. Expenditures Properly Supported

Expenditures for Grant funds shall be supported by Grantee with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and any other accounting documents pertaining in whole or in part to the Agreement (or in the case of sub-recipients, under their respective contracts with Grantee) in accordance with generally accepted accounting principles. Grantor may require such other information as it deems necessary or appropriate in its sole discretion.

23. Disallowance of Costs

Grantor neither is responsible for nor shall it pay for any costs disallowed either upon request for reimbursement or as a result of any audit, review, or site visit or other disallowance action by Grantor except for costs incurred by Grantee solely due to the negligence of Grantor, its employees, officers or agents. If a cost is disallowed by Grantor after reimbursement has occurred, Grantee shall, within thirty (30) days of notice of disallowance or such other date as may be required by Grantor, either demonstrate to the satisfaction of Grantor that such disallowances is in error or make repayment of such cost.

Grantee shall cooperate and shall cause its sub-recipients to cooperate with Grantor and all appropriate investigative agencies and shall assist in recovering invalid payments.

24. Records Maintenance

Grantee shall, and shall require and cause its sub-recipients to, prepare, and maintain such records as necessary for performance of and compliance with the terms of this Agreement.

The Grantee and its sub-recipients shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state

and federal law. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

25. Records Access

Grantor shall have free access to and the right to copy all or any part of the books, documents, papers, audits, and records of Grantee and its sub-recipients which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of Grantor who may take possession of them at any time after three (3) business days' notice to Grantee or sub-recipient, as the case may be. Grantee or sub-recipient may retain copies of all records taken by Grantor under this Section.

In its agreement with sub-recipients, Grantee shall require and cause its sub-recipients to comply with the requirements of this Section and to grant right of access to and ownership by Grantor of the sub-recipient's books and records related to this Agreement.

26. Insurance and Workers Compensation

Grantee will provide all necessary General Liability and Automotive insurance required by Oregon Law to perform services under this Grant Agreement, and provide proof of coverage upon request of Grantor.

All employers, including Grantee, that employ subject workers who work under this Agreement 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(2). Grantee shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

27. Grantee Status

- a. Grantee shall perform all Work under this Agreement as an independent contractor. Grantee is not an officer, employee or agent of the County with respect to Work performed under this Agreement
- b. Grantee agrees that insurance coverage, whether purchased or by self-insurance, for Grantee's agents, employees, officers and/or subcontractors is the sole responsibility of Grantee.
- c. Grantee certifies that it is not employed by or contracting with the federal government for the Work covered by this Agreement.
- d. Grantee certifies to the best of its knowledge and belief that neither the Grantee nor any of its principals, officers, directors or employees;
 - i. Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Has within a three-year period preceding this Agreement been convicted of or had a civil judgement rendered against it 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 related to 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;
- iii. Is 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 subsection d(ii); and
 - iv. Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default.

28. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

29. Construction

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions 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.

30. Execution in Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original all of which shall constitute but one and the same instrument.

31. Grant Funds; Indemnity

For Grant funds used in conjunction with this Agreement, Grantee assumes sole liability for breach of the conditions of the Grant (including all terms and conditions of this Agreement) by Grantee or any of its sub-recipients, agents or assigns, and hereby covenants and agrees to save, defend, hold harmless and indemnify Grantor and their officers, employees, agents and assigns from any claims, causes of action or other demands related in any way to this Agreement or to grant funds provided or to be provided hereunder as well as to reimburse Grantor for an amount equal to the Grant funds received by it under this agreement that Grantor must repay to a source of such funds.

32. Attorney Fees

In the event a lawsuit of any kind is instituted on behalf of Grantor or the Grantee with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional sums as the court or hearing officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable attorney fees shall not exceed the rate charged to the Grantor by its counsel.

33. Time is of the essence

Time is of the essence in the performance of all obligations under this Agreement.

34. No Limitations on Actions of Grantor in Exercise of Its Government Powers

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit actions of the Grantor in the exercise of its government powers. The exercise of its governmental powers by Grantor shall not constitute a breach of this Agreement.

35. **Amendments**

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

36. **Merger Clause**

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 all parties 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 Grantor to enforce any provision of this Agreement shall not constitute a waiver by Grantor of that or any other provision.

37. **CERTIFICATIONS AND SIGNATURE OF GRANTEE'S AUTHORIZED REPRESENTATIVE**

THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF GRANTEE

The undersigned certifies under penalty of perjury both individually and on behalf of Grantee that:

- A. The undersigned is a duly authorized representative of Grantee, has been authorized by Grantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Grantee;
- B. Grantee is bound by and will comply with all requirements, terms and conditions contained in this Agreement.
- C. Grantee further certifies to having a formal statement of nondiscrimination in employment policy.

GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Grantee (print Grantee's name): _____

Authorized Signature: _____ Title: _____

By (print name): _____

Date: _____

Contact Person (type or print): _____

Contact Telephone Number: _____ Contact Fax Number: _____

Contact E-mail

Address: _____

Grantee

Address: _____

DUNS #: _____ TIN

#: _____

Hood River County - Administration
601 State Street Hood River, Oregon 97031

By: _____ Date: _____

Jeff Hecksel, County Administrator

Grantor Contact Person:

Contact Telephone Number:

Contact e-mail address:

DRAFT



Columbia Cascade Housing Corp.

Hood River County Down Payment Program

What Does the Down Payment Assistance Program Cover?

- Down payment and closing costs, and pre-paid expenses associated with buying a home
- Shared Equity DPA: Up to \$125,000 in assistance with Shared Equity
- Sales and/or appraisal price of the home cannot exceed \$480,000

Funding provided by Columbia Cascade Housing and the following partners:



Call - (541) 296-3397

Se habla Español



Am I Eligible?

- Have not owned a home in the last three years, or I have been displaced or divorced
- Buying a single-family home or condominium within Hood River County
- Completed ABC of Homebuying or other comparable home buyer education class
- Is approved for a mortgage loan from a participating lender

Household income is less than 100 percent of the Hood River County area median family income (MFI)

- Currently \$70,700 for a family of 4



ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2020 Y.T.D.	CURRENT ENCUMBRANCES	2020 TOTAL	2020 REMAINING BALANCE	% USED
FUND 460 CONSTRUCTION EXCISE TAX							
DEPT 99 SPECIAL REVENUE - OTHER							
DIV 37 CET - HOUSING PROGRAM							
300.01-01	BEGINNING FUND BALANCE	111,522-	143,778-	0	143,778-	32,256	128.92
341.85-10	HOUSING PROGRAM	50,000-	27,670-	0	27,670-	22,330-	55.34
		-----	-----	-----	-----	-----	-----
*		161,522-	171,448-	0	171,448-	9,926	106.15
		-----	-----	-----	-----	-----	-----
**	REVENUE	161,522-	171,448-	0	171,448-	9,926	106.15
463.30-31	CET - HOUSING PROGRAM	161,522	0	0	0	161,522	.00
		-----	-----	-----	-----	-----	-----
*	MATERIALS AND SERVICES	161,522	0	0	0	161,522	.00
		-----	-----	-----	-----	-----	-----
**	EXPENDITURE	161,522	0	0	0	161,522	.00
***	CET - HOUSING PROGRAM	0	171,448-	0	171,448-	171,448	.00

ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2020 Y.T.D.	CURRENT ENCUMBRANCES	2020 TOTAL	2020 REMAINING BALANCE	% USED
FUND 460 CONSTRUCTION EXCISE TAX							
DEPT 99 SPECIAL REVENUE - OTHER							
DIV 38 CET - DEVELOPER INCENTIVE							
300.01-01	BEGINNING FUND BALANCE	158,411-	220,922-	0	220,922-	62,511	139.46
341.85-11	DEVELOPER INCENTIVE	70,000-	46,694-	0	46,694-	23,306-	66.71
		-----	-----	-----	-----	-----	-----
*		228,411-	267,616-	0	267,616-	39,205	117.16
		-----	-----	-----	-----	-----	-----
**	REVENUE	228,411-	267,616-	0	267,616-	39,205	117.16
		-----	-----	-----	-----	-----	-----
463.30-32	CET - DEVELOPER INCENTIVE	158,411	0	0	0	158,411	.00
		-----	-----	-----	-----	-----	-----
*	MATERIALS AND SERVICES	158,411	0	0	0	158,411	.00
		-----	-----	-----	-----	-----	-----
463.99-99	ENDING FUND BALANCE	70,000	0	0	0	70,000	.00
		-----	-----	-----	-----	-----	-----
*	TRANSFERS AND OTHER	70,000	0	0	0	70,000	.00
		-----	-----	-----	-----	-----	-----
**	EXPENDITURE	228,411	0	0	0	228,411	.00
		-----	-----	-----	-----	-----	-----
***	CET - DEVELOPER INCENTIVE	0	267,616-	0	267,616-	267,616	.00

ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2020 Y.T.D.	CURRENT ENCUMBRANCES	2020 TOTAL	2020 REMAINING BALANCE	% USED
FUND 460 CONSTRUCTION EXCISE TAX							
DEPT 99 SPECIAL REVENUE - OTHER							
DIV 39 CET - NEXUS TO HOUSING							
300.01-01	BEGINNING FUND BALANCE	55,453-	82,658-	0	82,658-	27,205	149.06
341.85-12	NEXUS TO HOUSING	25,000-	19,024-	0	19,024-	5,976-	76.10
		-----	-----	-----	-----	-----	-----
*		80,453-	101,682-	0	101,682-	21,229	126.39
		-----	-----	-----	-----	-----	-----
**	REVENUE	80,453-	101,682-	0	101,682-	21,229	126.39
463.30-33	CET - NEXUS TO HOUSING	80,453	0	0	0	80,453	.00
		-----	-----	-----	-----	-----	-----
*	MATERIALS AND SERVICES	80,453	0	0	0	80,453	.00
		-----	-----	-----	-----	-----	-----
**	EXPENDITURE	80,453	0	0	0	80,453	.00
***	CET - NEXUS TO HOUSING	0	101,682-	0	101,682-	101,682	.00
****	SPECIAL REVENUE - OTHER	0	540,746-	0	540,746-	540,746	.00
*****	CONSTRUCTION EXCISE TAX	0	540,746-	0	540,746-	540,746	.00

NEW BUSINESS

Brian Beebe

From: Lisa Davies <LKDavies@gorgelaw.com>
Sent: Wednesday, March 11, 2020 2:40 PM
To: Brian Beebe
Subject: RE: Community ID

There is the Appendix, and the Tables.

Lisa Knight Davies | Managing Shareholder
Peachey Davies & Myers, PC
430 Industrial St. | P.O. Box 417 | Hood River, OR 97031
Phone: 541.386.2221
Fax: 541.386.1381
[website](#) | [vCard](#) | [map](#) | [email](#)



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TAX ADVICE DISCLAIMER: Pursuant to federal law, you are advised that any federal tax advice contained in this communication (including attachments) was not intended or written to be used, and it cannot be used, by you for the purpose of (1) avoiding any penalty that may be imposed by the Internal Revenue Service or (2) promoting, marketing or recommending to another party any transaction or matter addressed herein.

ACCEPTANCE OF SERVICE: I do not accept service of legal documents by email unless I have specifically agreed in writing to accept service by that method in advance

From: Brian Beebe <brian.beebe@co.hood-river.or.us>
Sent: Wednesday, March 11, 2020 2:16 PM
To: Lisa Davies <LKDavies@gorgelaw.com>
Subject: RE: Community ID

Hello Lisa,

So just to confirm, the ordinance is fine, but replace old tables with new tables?

Thanks,

Brian D. Beebe
Director of Records & Assessment
Assessor/Clerk
Hood River County
601 State Street
Hood River, OR 97031
(541) 387-6854
brian.beebe@co.hood-river.or.us

From: Lisa Davies <LKDavies@gorgelaw.com>
Sent: Wednesday, March 11, 2020 1:36 PM
To: Brian Beebe <brian.beebe@co.hood-river.or.us>
Subject: Community ID

Hi Brian-

I've had some communication with Next Door and concluded my evaluation of their suggested changes. Ultimately I decided the Ordinance itself doesn't require revision as the changes to the Appendix and Tables still work with the definitions. So, I think we can go ahead and relay that to Next Door and coordinate with them for scheduling purposes with the BOC.

Best regards,

Lisa Knight Davies | Managing Shareholder

Peachey Davies & Myers, PC

430 Industrial St. | P.O. Box 417 | Hood River, OR 97031

Phone: 541.386.2221

Fax: 541.386.1381

[website](#) | [vCard](#) | [map](#) | [email](#)



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REQUEST FOR LEGAL SERVICES

File Number: _____

Date: 02/13/2020

Date Needed: 03/01/2020

Contact: Brian Beebe

Phone #: 541-387-6854

Written Response Requested: Y

Subject: Hood River County Community ID

Background:

The Hood River County Community ID Council is requesting modifications to the existing county ordinance.

Brian Beebe

Department Head

Response:

Date: _____

County Counsel's Office

Brian Beebe

From: Lorena Sprager <LorenaS@nextdoorinc.org>
Sent: Friday, February 07, 2020 3:08 PM
To: Brian Beebe
Cc: Matt English; Neal Holste; Anna Osborn
Subject: HRC Community ID Tables changes request
Attachments: Changes to HRC Community ID Tables text 2 7 20.pdf; Tables A B ID and Reside proof with proposed changes 2 7 20.pdf

Hi Brian. I hope you and your family are well.

Attached please find the two documents requesting changes to the HRC Community ID Tables. The "Changes" document is explanatory text. The "Tables" document shows the changes from the "Changes" document we are asking for in red.

Sheriff Matt and City Police Chief Neal have reviewed and approved these changes. I have their permission to share their emails and will forward them to you separately. Thanks to Neal and Matt for your prompt review and feedback on our requested changes and for being so supportive of our community members.

I know how busy you and HRC staff are. We would be grateful for any way you can help move this process forward as quickly as possible. As always, Brian, thanks for your support.

Sincerely,

Lorena

Lorena Sprager
Projects Manager
She, her, hers
Health Promotion Services/*Nuestra Comunidad Sana*
541-399-4561



Brian Beebe

From: Lorena Sprager <LorenaS@nextdoorinc.org>
Sent: Friday, February 07, 2020 3:11 PM
To: Brian Beebe
Cc: Neal Holste; Matt English; Anna Osborn
Subject: Fw: Updated changes to ID tables

Hi again Brian.

Below please see Neal's email regarding your requested changes to the ID Tables.

Best wishes,

Lorena

Lorena Sprager
Projects Manager
She, her, hers
Health Promotion Services/*Nuestra Comunidad Sana*
541-399-4561



From: Neal Holste <N.Holste@cityofhoodriver.gov>
Sent: Thursday, February 6, 2020 4:06 PM
To: Lorena Sprager <LorenaS@nextdoorinc.org>
Subject: RE: Updated changes to ID tables

Good afternoon Lorena,

I would like to thank you for allowing me to review the proposed changes to the Hood River County ID program. After reviewing the documents, I see no impact to the community regarding the minimal but significant changes to provide ID for all.

Thank you for the service you provide.

Neal Holste
Chief of Police
Hood River City Police Department
207 2nd Street
Hood River, OR 97031
(541) 387-5256

Brian Beebe

From: Lorena Sprager <LorenaS@nextdoorinc.org>
Sent: Friday, February 07, 2020 3:12 PM
To: Brian Beebe
Cc: Matt English; Neal Holste; Anna Osborn
Subject: Fw: Updated changes to ID tables

Hi yet again Brian.

Below please see Matt's response to the changes we are requesting to the ID Tables.

Best wishes,

Lorena

Lorena Sprager
Projects Manager
She, her, hers
Health Promotion Services/*Nuestra Comunidad Sana*
541-399-4561



From: Matt English <menglish@hooddriversheriff.com>
Sent: Thursday, February 6, 2020 3:28 PM
To: Lorena Sprager <LorenaS@nextdoorinc.org>
Subject: RE: Updated changes to ID tables

Looks good. No objections.

HRC Community ID Improvements to Proof of Identity and Residency in HRC

2/3/20

Introduction:

Tables A, B and C of the HRC Community ID Ordinance require 300 points to prove identity and 300 points to prove residency in the County to be able to get the ID. These Tables were taken from a county ID program in the Midwest.

Some changes need to be made to make the wording appropriate and relevant to Hood River County and our ID Ordinance. For example, we need to delete documents listed that do not exist in Oregon.

We also request adaptations to reflect the reality of our community. This includes adding new documents that are similar to others accepted that our community members have and are valid proof of residency in the County.

Most importantly, we request that we adopt a similar rule as Oregon Department of Motor Vehicles (DMV) requires to prove residency. Oregon DMV requires one proof of residency. One proof of residency is what many other city and county ID programs in the United States require.

As regards proving residency in the County, the current charts are creating unintended barriers for some of our most underserved community members to access the HRC Community ID card. In some cases, a person needs to bring in 6 proofs that they reside in the County to achieve the 300 points. Among the underserved, the requirements make it almost impossible for people experiencing homelessness in the County to get an ID. Over the last 6 months, we have had to turn away community members at each monthly enrollment event due to insufficient proof of residency in the County. In almost all these cases applicants provided more than one proof of residency but were not able to meet the criteria of the current tables. For example, at the January 2020 enrollment event, a community member brought three W-2s with her physical address on them. With these, she was presenting three different government-issued documents that proved her physical address in the County. However, with the current Tables point system, we could only credit her with 225 points and she could not get the card. The Community Health Worker who primarily arranges ID enrollment appointments gets told numerous times a week, if not daily, a version of this, "You tell us you want to support us in getting IDs. So why are you putting up so many barriers for us to get one?"

The HRC Community ID has limited use. It can be used to prove identity within the County, access certain services within the County and access business discounts. It cannot be used to fly on a plane, drive a vehicle or purchase alcohol, tobacco, marijuana or firearms. As such, we request one proof of residency from the Tables to get the ID, which will coincide with single proof of residency Oregon DMV requirements.

Requested Changes:

Wording appropriate and relevant to Hood River County and our ID Ordinance:

- **Appendix: Criteria for Issuing a Community Identification Card, first page, introductory text. Under "Residence", last sentence starting with "To establish identity..." Change "identity" to "residence".**

Reason for request: This was a typo and needs to refer to residence and not identity.

- **Change from "30 days" to "60 days" to match the HRC Ordinance.**

Reason for request: Ensure the text matches the HRC Community ID Ordinance on Tables B and C.

- **Delete the references to proofs specific only to Michigan: Table A "Criminal record check (AFIS), ~~or Offender Tracking Information System record (OTIS) with photograph~~**

Reason for request: Not relevant or appropriate for Hood River County.

- **Accept Birth Certificates as proof of identity without requirement of physiological evidence.**

Reason for request: The current Table A text reads: "Government issued birth certificate containing/displaying physiological evidence of identity (e.g. fingerprint, footprint, etc.). Applicant must provide clear and convincing evidence that such identifier(s) match applicant."

Many Birth Certificates do not contain physiological evidence. In addition, it is almost impossible to prove a match to a physiological trait that was recorded when the applicant was an infant. Birth Certificates are official government documents and should be valued as such.

So change intro text in Table A from "DOCUMENTS MUST" to "DOCUMENTS OTHER THAN BIRTH CERTIFICATES MUST".

Adaptations to reflect the reality of our community:

- **Proof of residency in Hood River County: Require one proof of residency in Hood River County to coincide with Oregon DMV regulations and other city and county ID programs in the nation that require one proof of residency.**

Reason for request: Please see Introduction text on the first page of this document. Requiring one proof of residency is the reason for removing points on Table C: Proof of Residency.

- **On Table B, change 50 and 75 points for identity purposes to 100 points.**

Reason for request: For those presenting a Government Issued Birth Certificate, they would be required to provide two additional documents (versus more than two) to corroborate the Birth Certificate, posing fewer barriers. Table B list is of official documents, a number of which are government issued. Please note that up to now, few have used Birth Certificate as their primary form of identification.

- **Modify on Table B, from "U.S. Voter's Card" to "Government issued Voter's Registration Card"**

Reason for request: Some have a voter registration card from their country of origin. This can help prove identity as it is government issued.

- **Modify on Table B, "Employment-related tax records (W-2, 1099R) (limit 75 points) and "Employment Pay stubs (limit 50 points)" by deleting "(limit 75 points)" and "(limit 50 points)".**

Reason for the request: Requesting points be 100 in this Table. Some community members hold two and three jobs. As such, those should be accepted.

- **Add to Table B, "medical bills and medical records" to the list.**

Reason for request: These are currently not explicitly listed in the Tables. They are a clear demonstration of residence. They are official documents just as Financial Records or Federal or State Tax Returns.

- **Add to Table B, “Records/Correspondence from a state or federal agency (i.e. Department of Homeland Security, Internal Revenue Services, etc.)”.**

Reason for request: This is not currently listed in the tables. These are official correspondence sanctioned by a governmental agency, and therefore should be accepted as adequate proof of residency.

- **On Table B, change “Declaration of Hood River County resident, given under penalty of perjury” to “Notarized declaration of Hood River County resident”.**

- Reason for request: Current Table text is “Declaration of Hood River Co. resident, given under penalty of perjury, provided declarant’s identity and residence are confirmed under the same methodology.”

Many ID programs in the nation use Notarized letter. Switching to a one proof of residency, this makes sense as well. Notarization is more formal and official than current requirement.

- **On Table C, add “and Guardianship documentation” to “**relationship to minor child must be established by government-issued birth certificate or court order, including but not limited to order of adoption.**

Reason for request: To be inclusive of foster kids and other minors who are in legal guardianship situation.

- **Enrolling Minors: Make adaptations to Tables A and C to allow enrollment of minors.**

Reason for request: There is no age limit on the HRC Community ID. As such, minors need to be able to access the ID card. Parents and guardians have a minor’s birth certificate. Minors rarely have other identification from Table A.

The Ordinance requires two or more documents from Table B to prove identity if presenting birth certificate for ID (see text below). The vast majority of minors will not have proofs from Table B due to their minor status. As such, request added wording in Tables A and C for minors where a parent or guardian listed on birth certificate or presenting proof of guardianship of the minor can prove their identity and residency in the

County per Tables requirements to prove the minor's residency in the County and that we accept birth certificate of minors as proof of identity (without requiring two additional documents from Table B).

From page 1 of Appendix of Ordinance:

Each document on Tables A & B has been assigned a point value to reflect its relative value as evidence of identity. To establish identity for the purposes of HRCC Chapter 13.04, the applicant must provide either:

- (1) Government-issued identifying documents from Table A with a total value of at least 300 points; or
- (2) (a) Two or more documents from Table B with a combined value of at least 300 points: PLUS
- (b) Either:
 - (i) a government-issued birth certificate; OR
 - (ii) an expired government-issued ID from Table A.

APPENDIX

Criteria for Issuing a Community Identification Card.

In reviewing a Community ID application for approval, the administering agent shall determine if there is sufficient proof of identity and residency using the following methodology:

(1) Identity (*Name and Date of Birth*)

Tables A and **B** both set forth documents that may be used to establish identity.

Table A lists various pieces of government-issued identification that include: (A) the individual's legal name; (B) their date of birth; and (C) at least one physiological identifier such as a photo. The documents set forth here are generally considered conclusive evidence of identity.

Table B lists documents that provide evidence of identity but either (A) are not government-issued or (B) fail to include a date of birth or physiological identifier. These documents may be used in combination with a valid birth-certificate or an expired government-issued ID to establish identity under this chapter.

Each document on Tables A & B has been assigned a point value to reflect its relative value as evidence of identity. To establish identity for the purposes of HRCC Chapter 13.04, the applicant must provide either:

- (1) Government-issued identifying documents from Table A with a total value of at least 300 points; or
- (2) (a) Two or more documents from Table B with a combined value of at least 300 points: PLUS
- (b) Either:
 - (i) a government-issued birth certificate ~~(without physiological identifier)~~; OR
 - (ii) an expired government-issued ID from Table A.

(2) Residence

Table C lists documents that may be considered to establish residency in Hood River County. ~~One~~Each document ~~required has been assigned a point value to reflect its relative value~~ as evidence of residence ~~from Table C~~. To establish ~~residency identity~~ for the purposes of HRCC Chapter 13.04, the applicant must provide ~~one~~ documents set forth in Table C ~~for with~~ a total value of ~~at least~~ 300 points.

<p>TABLE A</p> <p align="center">EVIDENCE OF IDENTITY</p> <p align="center">Government-issued identifying documents</p> <p>Unless noted otherwise: DOCUMENTS <u>OTHER THAN BIRTH CERTIFICATES</u> MUST: Display an accurate photograph of applicant or another physiological identifier which confirms that the document was issued to the applicant.</p> <p><u>MINORS: Government issued Birth Certificate accepted without two additional documents from Table B. Instead, parent must show proof of identity per Tables requirements and match parent listed on Birth Certificate. Or guardian must show proof of identity per Table requirements and guardianship document, with minor's name matching.</u></p>	<p>Current ID. Currently valid or otherwise issued within prior 5 years.</p>	<p>Outdated ID. No longer valid but issued within prior 5 to 10 years.</p>
Government-issued Passport	300	100
U.S. Certificate of Citizenship & Naturalization	300	N/A
Government-issued driver license or ID card	300	100
Identifying documents issued by U.S. State Department or Department of Homeland Security (<i>Immigration and Customs Services</i>), such as: visas, DACA ID cards, permanent resident cards, and alien registration cards.	300	100
Identifying documents issued by U.S. Department of Defense; a U.S. military branch or the U.S. Coast Guard.	300	100
Criminal record check (AFIS) or Offender Tracking Information System record (OTIS) with photograph	300	100
OR/WA/NORCOR prisoner ID card	300	100
Government issued Birth Certificate containing/displaying physiological evidence of identity (e.g. finger print, foot print, etc.). Applicant must provide clear and convincing evidence that such identifier(s) match applicant.	300	N/A
Hood River County ID Card (Renewals only)	300	N/A

Table B	
ALTERNATIVE EVIDENCE OF IDENTITY	
<p>Unless noted otherwise: DOCUMENTS MUST BE: (1) expressly issued/addressed to applicant; and (2) either: (a) have been issued no more than 6030 days prior to application OR (b) be currently valid (e.g. Voter's Registration), including documents denoting a permanent status (e.g. Social Security Card, adoption order; military discharge, etc.).</p> <p>To satisfy this matrix, an applicant must provide: (1) two or more documents set forth below with a combined value of at least 300 points. PLUS (2) either: (a) Birth Certificate without physiological identifiers; OR (b) Outdated document from Table A.</p>	
	<u>Points for Identity</u> Points
Additional outdated documents from Table A	100
<u>Record, correspondence or bill from a medical provider or institution</u>	100
<u>Record/Correspondence from a federal/state agency (i.e. Department of Homeland Security, Internal Revenue Services, etc.)</u>	100
U.S. Social Security Card	100
U.S. Selective Service Card	100
<u>Government issued U.S. Voter's Registration Card</u>	100
Medicare, Medicaid or other public or private health insurance card	100
Military discharge or separation documents (DD-214)	100
U.S. marriage license or divorce decree	100
Department of Humans Services forms 1-797, I-797A/B or I-797D	100
Domestic adoption records	100
Federal or state tax return	100
Domestic court order establishing/verifying applicant's identity	100
OR/WA driver's education certificate (applicants age 17 and under)	100
Employment verification form (1-9)	100
<u>Notarized dDeclaration of a Hood River Co. resident, given under penalty of perjury, provided declarant's identity and residence are confirmed under the same methodology.</u>	100
Affidavit of a custodian of records for a local medical, mental health, dental or social services care provider, made under penalty of perjury.	100
Photo ID issued by a domestic educational institution, trade union or employer.	100 75
Criminal record check (AFIS) without a photograph	100 75
Local property tax statement	100 75
Current mortgage contract/payment records	100 75
Lease or Sublease	100 75
Financial record/statement issued by a domestic financial institution (e.g. checking account, credit card, car loan, 401(k), etc).	100 75
Insurance policy/statement issued by a domestic insurance company	100 75
Employment-related tax records (W-2, 1099R). (limit: 75 points)	100 75
Employment Pay stubs (limit 50 point)	100 50
Cable, phone, utility bill	100 50
Record/Diploma/transcript from domestic educational institution	100 50
Immunization registration	100 50
Records/Correspondence issued by a domestic public or private agency providing government-funded social services to the public.	100 50

Table C

Proof of Residency

Unless noted otherwise:

DOCUMENTS MUST:

Documents shall not qualify as evidence of residency unless:

- (1) Expressly identify applicant or, where applicable, the applicant's legally-recognized spouse* or minor child**.
- (2) Indicate applicant/spouse/child is physically residing in Hood River County.
- (3) Current for the purposes of establishing residency, as follows:
 - (a) Any license, permit, card, title or registration from Table A or B must be current and valid; no expired documents;
 - (b) Any lease or sublease from Table B must relate to an existing tenancy.
 - (c) Any financial or insurance documents from Table B must relate to a current, existing account or policy.
 - (d) All other documents must be either: (i) permanent/perpetual in nature (e.g. court order; adoption records; military discharge); or (ii) issued no less than 60~~30~~ days prior to application.

*relationship to spouse must be established by government-issued marriage license or court order.

** relationship to minor child must be established by government-issued birth certificate or court order, including but not limited to order of adoption, and guardianship documentation.

To satisfy this matrix, an applicant must provide one documents from this table ~~with a combined total value of at least 300 points.~~ MINORS: Proof of residency in the County can be accepted from parent or guardian as required in Tables, or a letter from the Hood River County School District addressed "To the parents of [student's name] with physical address in the County.

	Points
Any applicable document listed in Tables A or B that expressly states the applicant's current local address, provided document is "current" under this section/table.	Point value as set in Tables A & B.
Oregon title/registration: vehicle; manufactured home in name of applicant or spouse	10
Record/Correspondence issued by local educational institution indicating current enrollment of applicant's minor child.	50
Record/Correspondence issued by local medical care provider concerning applicant's minor child.	50
U.S. Postal Service change of address receipt.	50
Local property tax statement in name of applicant's spouse; current mortgage contract/payment records	50
Lease or Sublease in name of applicant's spouse	50
Mortgage account/statement in name of applicant's spouse	50

County Ordinance #362 with the
Proposed Amendments to the Appendix
& Tables Incorporated

BEFORE THE BOARD OF COMMISSIONERS
HOOD RIVER COUNTY, OREGON

IN THE MATTER OF AMENDING THE)
HOOD RIVER COUNTY CODE BY)
ADDING A NEW CHAPTER 13.04 AND) Ordinance No. 362
ESTABLISHING A COMMUNITY)
IDENTIFICATION CARD PILOT PROGRAM)

WHEREAS, many residents of Hood River County lack a valid form of official identification—including immigrants, the indigent, the homeless, the elderly, foster youth, and survivors of domestic violence—which restricts access to law enforcement, financial institutions, jobs, housing, education, healthcare services, social services, and other vital aspects of civic, cultural, and economic life; and

WHEREAS, Hood River County is an increasingly popular destination for recreational travelers and tourists, with an accompanying increased cost of living, and some similarly popular travel destinations offer privileges and benefits to locals to connect residents to businesses and engage a proud citizenry; and

WHEREAS, the 2017 Regional Gorge Community Health Improvement Plan prioritized the strengthening of sense of community as a driver of health and wellbeing, measured by feelings of belonging, safety, and trust; and

WHEREAS, the County desires to create a reliable form of official identification that is available to all residents of the County that will unify the Hood River County community, make it safer and more secure, benefit the local economy, and facilitate participation in public and private county activities and civic life; and

WHEREAS, a community identification card that is available to all residents will strengthen the sense of community, provide access to vital goods and services, increase participation in health and human services, improve reporting of crime and concerns to law enforcement and other public officials, advance community disaster readiness, and make it easier for all residents to participate in local and regional commerce; and

WHEREAS, the County desires and anticipates that the Community Identification Card Program will be administered and operated by a third party, in compliance with the requirements set forth in this Chapter, at no net cost to the County; and

WHEREAS, individuals who live in a socially connected community with a sense of security, belonging, and trust, have better psychological, physical, and behavioral health, and are more likely to thrive; and

WHEREAS, funds are currently available through private sources to fund a pilot program to license the issuance of Community Identification Cards at little or no additional cost to the County; and

WHEREAS, the County finds it is in the best interests of the public health, safety, and welfare of Hood River County that a pilot program be created to make Community Identification Cards available to all residents.

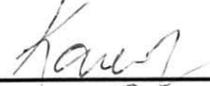
NOW, THEREFORE, IT IS HEREBY ORDAINED, that Hood River County Ordinance No. 362 is adopted as Chapter 13.04 of the Hood River County Code as per the attached.

Adopted this 18 day of June 2018.

HOOD RIVER COUNTY
BOARD OF COMMISSIONERS



Ron River, Chair



Karen Joplin, Commissioner



Rich McBride, Commissioner



Robert Benton, Commissioner



Les Perkins, Commissioner

TITLE 13

Chapter 4

COMMUNITY IDENTIFICATION CARD PROGRAM

- 13.04.005 Definitions.
- 13.04.015 Purpose; Limitations.
- 13.04.025 Authority.
- 13.04.035 Administration.
- 13.04.045 Eligibility; Application.
- 13.04.055 Fees.
- 13.04.065 Identification Cards; design and construction.
- 13.04.075 Proof of Identity.
- 13.04.085 Proof of Residency.
- 13.04.087 Examination; Evaluation.
- 13.04.095 Confidentiality.
- 13.04.105 Use of Community Identification Card.
- 13.04.115 Violations.
- 13.04.125 Enforcement.
- 13.04.135 Nonexclusive Penalty.
- 13.04.145 Severability.
- 13.04.155 Sunset.

13.04.005 Definitions

- (1) “Administering Agency” means any county department or third-party contractor designated by the County to administer this Chapter.
- (2) “Applicant” means an individual applying for a Community Identification Card.

- (3) “Board” means the Board of Commissioners of Hood River County.
- (4) “Community Identification Card” or “Community ID” means an identification card issued under this Chapter by Hood River County.
- (5) “County” means Hood River County, Oregon.
- (6) “County Administrator” means the Hood River County Administrator or the administrator’s designee.
- (7) “County Officer” means the county administrator, department head, or other duly authorized county employee.
- (8) “Domestic” means originating in or issued by the United States or a U.S. state, territory or tribe.
- (9) “Government-issued” means issued by:
 - (a) The United States;
 - (b) U.S. state, territory or tribe or political subdivision thereof; or
 - (c) A sovereign foreign government or recognized political subdivision thereof, including but not limited to states, territories, provinces, cities and counties.
- (10) “Identity” means an individual’s legal name and date of birth.
- (11) “Identifying documents” means a government-issued document that states both an individual’s name and date of birth.
- (12) “Pertinent” means specifically relevant or applicable to a determination of one’s identity or residency.
- (13) “Physiological identifier” means a photograph, finger/foot print or other record of distinctive observable characteristics used to describe and differentiate an individual.
- (14) “Resident” means an individual who demonstrates proof of residency within Hood River County pursuant to Section 4 of this Chapter.

13.04.015 Purpose; Limitations

- (1) The purpose of this chapter and the *Hood River Community ID Pilot Program* is to establish a pilot program to provide a form of official personal identification to all Hood River County residents.
- (2) Except as set forth in this Chapter, the County does not otherwise warrant or guarantee:
 - (a) the identity of Community ID cardholders; or
 - (b) against any acts, criminal or otherwise, committed by an individual while possessing or using a Community Identification Card.
- (3) The adoption of the Community ID Pilot Program does not waive any protection or immunity afforded to the County under federal, state, or local law.

13.04.025 Authority

- (1) The County is authorized to license the issuance of Community Identification Cards to residents of Hood River County in accordance with this chapter.
- (2) The authority granted under this chapter shall terminate December 31, 2021, unless specifically extended by ordinance.
- (2) The Board may suspend the Community Identification Pilot Program at its discretion.
- (3) The Board shall suspend the Community Identification Pilot Program if there are insufficient funds available through private sources to adequately fund the pilot program.

13.04.035 Administration

- (1) The County may contract with a third-party administering agency to manage and operate the Community ID program in accordance with this chapter.
- (2) The administering agency shall provide an annual report to the Board on the Community ID Program.

13.04.045 Eligibility; Application

(1) Community ID cards shall be available to individuals who have resided within the limits of Hood River County for at least sixty (60) consecutive days and can provide clear and convincing proof of identity and residency under the provisions of this chapter.

(2) No person shall be denied a Community ID card based on their race, color, religion, gender, sexual orientation, national origin, citizenship status, marital or partnership status, disability, housing status, or criminal record.

(3) To receive a Community Identification Card, a qualified resident may:

(a) Apply to the Community ID program administrator; and

(b) Provide clear and convincing proof, as set forth in this chapter, of the applicant's:

(i) Identity; and

(ii) Residency; and

(c) Pay any applicable fee.

(4) All applicants under this section shall be provided an option under ORS 192.368 to request in writing that their home address, personal telephone number and electronic mail address not be disclosed in response to a public records request (ORS 192.311 to 192.478).

13.04.055 Fees

(1) The County may charge a reasonable fee to issue a Community Identification Card. Fees established pursuant to this chapter shall be incorporated in the Hood River County Fee Schedule and, as such, shall be subject to annual review and amendment.

(2) The County may authorize a third-party administering agency to retain some or all fees collected under this section as consideration and compensation for administering the community ID program.

13.04.065 Identification Cards; Design and Construction

Community Identification Cards shall be designed and constructed:

- (1) To clearly display:
 - (a) The cardholder's full name;
 - (b) A current photograph of the cardholder;
 - (c) The cardholder's date of birth;
 - (d) The cardholder's address;
 - (e) An Identification card number (i.e. serial number);
 - (f) Expiration date; and
 - (g) The official seal of Hood River County.
- (2) In a manner to deter fraud, protect against counterfeit reproduction, and protect the public safety.

13.04.075 Proof of Identity

The following documents and information may be considered evidence of the identity of an applicant for a Community ID Card:

- (1) Certificates, licenses, permits, passports, visas, statements, assessments, tax forms, administrative and court orders and pertinent correspondence issued by an official, department or agency of:
 - (a) The U.S. federal government;
 - (b) A foreign government;
 - (c) Any U.S. state, territorial or tribal government.
- (2) Statements, records, membership or identification cards, contracts or pertinent correspondence issued within 6 months of the application by:
 - (a) An educational institution;
 - (b) A medical service provider;
 - (c) A U.S. financial institution;
 - (d) A U.S. insurance company;

- (e) The applicant's current or former employer;
 - (f) A trade union registered with the U.S. Department of Labor.
- (3) A written declaration, given subject penalty of perjury, from anyone having resided in Hood River County for at least five (5) consecutive years immediately prior to the date of application.

13.04.085 Proof of Residency

- (1) The following documents and information may be considered proof of the residency of an applicant for a Community ID Card:
- (a) All pertinent evidence of identity under Section 13.04.075.
 - (b) Contracts, mortgages, leases, statements, bills or receipts issued by:
 - (i) A mortgage lender;
 - (ii) Landlord; or
 - (iii) Utility service (gas, electric, phone, etc.).
 - (c) Written declarations, given subject penalty of perjury, from:
 - (i) An officer or duly authorized administrator of a non-governmental social services provider confirming that the applicant has received services within the prior sixty (60) days; or
 - (ii) Any person who has lived in the same Hood River County household with an applicant for at least sixty consecutive (60) days prior to the date of application, provided the declarant presents documentation sufficient under this chapter to verify the declarant's own identity and residency.
- (2) Applicants may present a residency credential that lists their spouse or domestic partner's name together with documented proof of their relationship as evidenced by:
- (a) A certificate of marriage, partnership or union;
 - (b) A domestic partnership agreement;

- (c) A birth certificate or child custody order identifying the applicant and partner as the parents of a minor child.

13.04.087 Examination; Evaluation

- (1) The administering agency shall thoroughly examine each ID card application pursuant to the provisions of this chapter and any other applicable law, rule or regulation.
- (2) The administering agency shall only issue cards to Hood River County residents who provide clear and convincing evidence of their identity and residence by satisfying the criteria set forth in Appendix A, incorporated and adopted herein.
- (3) In reviewing documents submitted with any application for an ID card under this chapter, the administering agency shall consider the following factors in determining the document's authenticity and relevance:
 - (a) The identity, nature and purpose of the purported issuer;
 - (b) The relative age of the document;
 - (c) Objective accuracy of the information contained or displayed;
 - (d) Identifying characteristics of known examples of its kind;
 - (e) Physical appearance and condition of document; evidence of alterations or tampering;
 - (f) Supporting documentation (e.g. relevant correspondence, receipts, etc.);
 - (g) Any other material information that is directly relevant to the document's authenticity or relevance.

13.04.095 Confidentiality

- (1) The County shall not copy, record or retain any documents or records provided in support of an application for a Community Identification Card.
- (2) The County shall not disclose personal information or data obtained from an applicant unless:

- (a) Disclosure is required by law; or
 - (b) The applicant provides the County written authority to disclose the information sought, or the applicant's parent or legal guardian if the applicant is a minor.
- (3) Any information disclosed under this Subsection 2 shall be limited to the specific information requested or authorized.

13.04.105 Use of Community Identification Card

- (1) Except where prohibited, the County, its officers, employees, and agents shall accept a duly issued Community Identification Card, as a valid form of identification.
- (2) Third-parties may, at their own discretion:
- (a) Voluntarily accept Community Identification Cards as a form of identification; and
 - (b) Offer benefits and privileges to cardholders.
- (3) Nothing in this section shall require acceptance of a Community Identification Card if there are reasonable grounds to believe:
- (a) The holder or presenter of the card is not the person to whom the Community Identification Card was issued.
 - (b) The card presented is counterfeit, forged, or unlawfully altered.
- (4) A Community Identification Card shall not be considered a valid form of identification for state or federal governmental purposes

13.04.115 Violations

- (1) A person shall be guilty of the civil violation of Fraudulent use of a Community ID if the person, with the intent to deceive or to defraud:
- (a) Obtains, possesses, creates, utters or converts to the person's own use:
 - (i) A false or forged Community ID Card; or
 - (ii) A Community ID Card issued to another person; or

(b) Alters, copies, or replicates a Community Identification Card.

(2) A person shall be guilty of the civil violation of Fraudulent ID Card Application if the person, knowingly provides false information or materials to the Administering Agency in support of an application.

(3) A person shall be guilty of the civil violation of Submitting a Fraudulent Declaration, if the person, knowingly provides false information in a declaration given under Section 13.04.085 in support of a third-party's application for Community Identification Card.

(4) All violations under this chapter shall be a Class II County Violation, subject to a penalty of not more than \$1,000, pursuant to HRCC Chapter 1.08.

13.04.125 Enforcement

Violations under this Chapter shall be enforced pursuant to Chapter 1.08 of the Hood River County Code.

13.04.135 Nonexclusive Penalty

Nothing in this chapter shall limit the authority of the County or the State to pursue any other applicable civil claim or criminal charge. Civil penalties under this chapter may be imposed in addition to other civil or criminal penalties.

13.04.145 Severability

All provisions of this Chapter are severable. If any provision of this Chapter is held to be unlawful or unenforceable by any court of competent jurisdiction, the remainder of this entire Chapter shall remain in full force and effect.

13.04.155 Sunset

The sections, subsections and provisions of this chapter shall extinguish on December 31, 2021, unless specifically extended by ordinance.

Appendix

Criteria for Issuing a Community Identification Card.

In reviewing a Community ID application for approval, the administering agent shall determine if there is sufficient proof of identity and residency using the following methodology:

(1) Identity (Name and Date of Birth)

Tables A and **B** both set forth documents that may be used to establish identity.

Table A lists various pieces of government-issued identification that include: (A) the individual's legal name; (B) their date of birth; and (C) at least one physiological identifier such as a photo. The documents set forth here are generally considered conclusive evidence of identity.

Table B lists documents that provide evidence of identity but either (A) are not government- issued or (B) fail to include a date of birth or physiological identifier. These documents may be used in combination with a valid birth-certificate or an expired government-issued ID to establish identity under this chapter.

Each document on Tables A & B has been assigned a point value to reflect its relative value as evidence of identity. To establish identity for the purposes of HRCC Chapter 13.04, the applicant must provide either:

(1) Government-issued identifying documents from Table A with a total value of at least 300 points; **or**

(2) Two or more documents from Table B with a combined value of at least 300 points: **Plus**

Either:

(a) a government-issued birth certificate; **or**

(b) an expired government-issued ID from Table A.

(2) Residence

Table C lists documents that may be considered to establish residency in Hood River County. To establish residency for the purposes of HRCC Chapter 13.04, the applicant must provide one document set forth in Table C for a total value of 300 points.

Table A Evidence of Identity Government-issued identifying documents Unless noted otherwise documents other than birth certificates must: Display an accurate photograph of applicant or another physiological identifier which confirms that the document was issued to the applicant. Minors: Government issued Birth Certificate accepted without two additional documents from Table B. Instead, parent must show proof of identity per Tables requirements and match parent listed on Birth Certificate. Or guardian must show proof of identity per Table requirements and guardianship document, with minor's name matching.	Current ID. Currently valid or otherwise issued within prior 5 years.	Outdated ID. No longer valid but issued within prior 5 to 10 years.
Government-issued Passport	300	100
U.S. Certificate of Citizenship & Naturalization	300	N/A
Government-issued driver license or ID card	300	100
Identifying documents issued by U.S. State Department or Department of Homeland Security (Immigration and Customs Services), such as: visas, DACA ID cards, permanent resident cards, and alien registration cards.	300	100
Identifying documents issued by U.S. Department of Defense; a U.S. military branch or the U.S. Coast Guard.	300	100
Criminal record check (AFIS)	300	100
OR/WA/NORCOR prisoner ID card	300	100
Government issued Birth Certificate	300	N/A
Hood River County ID Card (Renewals only)	300	N/A

<p>Table B</p> <p style="text-align: center;">Alternative Evidence of Identity</p> <p>Unless noted otherwise documents must be:</p> <p>(1) Expressly issued/addressed to applicant; and</p> <p>(2) Either:</p> <p style="padding-left: 20px;">(a) Have been issued no more than 60 days prior to application; or</p> <p style="padding-left: 20px;">(b) Be currently valid (e.g. Voter's Registration}, including documents denoting a permanent status (e.g. Social Security Card, adoption order; military discharge, etc.).</p> <p>To satisfy this matrix, an applicant must provide:</p> <p>(1) Two or more documents set forth below with a combined value of at least 300 points. Plus</p> <p>(2) Either:</p> <p style="padding-left: 20px;">(a) Birth Certificate; or</p> <p style="padding-left: 20px;">(b) Outdated document from Table A.</p>	<p style="text-align: center;">Points for Identity</p>
Additional outdated documents from Table A	100
Record, correspondence or bill from a medical provider or institution	100
Record/Correspondence from a federal/state agency (i.e. Department of Homeland Security, Internal Revenue Services, etc.)	100
U.S. Social Security Card	100
U.S. Selective Service Card	100
Government issued Voter's Registration Card	100
Medicare, Medicaid or other public or private health insurance card	100
Military discharge or separation documents (DD-214)	100
U.S. marriage license or divorce decree	100
Department of Humans Services forms 1-797, I-797A/B or I-797D	100
Domestic adoption records	100
Federal or state tax return	100
Domestic court order establishing/verifying applicant's identity	100
OR/WA driver's education certificate (applicants age 17 and under)	100
Employment verification form (1-9)	100
Notarized declaration of a Hood River Co. resident	100
Affidavit of a custodian of records for a local medical, mental health, dental or social services care provider, made under penalty of perjury.	100
Photo ID issued by a domestic educational institution, trade union or employer.	100
Criminal record check (AFIS) without a photograph	100
Local property tax statement	100
Current mortgage contract/payment records	100
Lease or Sublease	100
Financial record/statement issued by a domestic financial institution (e.g. checking account, credit card, car loan, 401(k), etc.)	100
Insurance policy/statement issued by a domestic insurance company	100
Employment-related tax records (W-2, 1099R)	100
Employment Pay stubs	100
Cable, phone, utility bill	100
Record/Diploma/transcript from domestic educational institution	100
Immunization registration	100
Records/Correspondence issued by a domestic public or private agency providing government- funded social services to the public.	100

Table C

Proof of Residency

Unless noted otherwise documents shall not qualify as evidence of residency unless:

- (1) Expressly identify applicant or, where applicable, the applicant's legally-recognized spouse* or minor child**.
- (2) Indicate applicant/spouse/child is physically residing in Hood River County.
- (3) Current for the purposes of establishing residency, as follows:
 - (a) Any license, permit, card, title or registration from Table A or B must be current and valid; no expired documents;
 - (b) Any lease or sublease from Table B must relate to an existing tenancy.
 - (c) Any financial or insurance documents from Table B must relate to a current, existing account or policy.
 - (d) All other documents must be either: (i) permanent/perpetual in nature (e.g. court order; adoption records; military discharge); or (ii) issued no less than 60 days prior to application.

*relationship to spouse must be established by government-issued marriage license or court order.

** relationship to minor child must be established by government-issued birth certificate or court order, including but not limited to order of adoption, and guardianship documentation.

To satisfy this matrix, an applicant must provide one document from this table.

Minors: Proof of residency in the County can be accepted from parent or guardian as required in Tables, or a letter from the Hood River County School District addressed "To the parents of [student's name]" with physical address in the County.

Any applicable document listed in Tables A or B that expressly states the applicant's current local address, provided document is "current" under this section/table.

Oregon title/registration: vehicle; manufactured home in name of applicant or spouse.

Record/Correspondence issued by local educational institution indicating current enrollment of applicant's minor child.

Record/Correspondence issued by local medical care provider concerning applicant's minor child.

U.S. Postal Service change of address receipt.

Local property tax statement in name of applicant's spouse; current mortgage contract/payment records.

Lease or Sublease in name of applicant's spouse.

Mortgage account/statement in name of applicant's spouse.

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: April 20, 2020 **DEPARTMENT:** Administration **NAME:** Jeff Hecksel

SUBJECT: Amendment to Order 20-001

AUTHORITY: *ORS:* _____ *OAR:* _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

April 13, 2020 the Commission held a special meeting and work session where Commissioner Joplin requested the Commission consider allowing hunting to occur on county forestlands for the 2020 Spring hunting season.

Counsel advised this change would require a modification to the current Order that has closed recreational activities on county forestlands by way of an exception. Counsel has prepared a new Order providing for the exception as requested by the Commission on April 13, 2020.

ATTACHMENTS: None 0

FISCAL IMPACT:

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*
HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

ADMINISTRATION RECOMMENDATION:

Approve Order 20-002 providing an exception to the recreational closure in Hood River County that would allow for Oregon residents with issued ODFW hunting tags for the 2020 Spring season to hunt on county forestlands.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A

COPIES TO: _____

BEFORE THE BOARD OF COMMISSIONERS
HOOD RIVER COUNTY, OREGON

IN THE MATTER OF:)
)
AMENDING ORDER NO. 20-001,)
CLOSURES TO PROTECT THE CITIZENS) ORDER NO. 20-002
OF HOOD RIVER COUNTY AND LIMIT)
COMMUNITY SPREAD OF)
CORONAVIRUS (COVID-19))

WHEREAS, on March 17, 2020 the Hood River County Board of Commissioners (Board) adopted Resolution No. 2323 declaring a Local State of Emergency as a result of the COVID-19 pandemic, activating certain emergency powers authorized by ORS 401.309 and the County’s Emergency Operations Plan; and

WHEREAS, all County buildings and forest recreational staging areas and their restroom facilities are closed to the public, including Post Flats, Family Man, Binns Hill, and Pinemont Drive staging areas; and

WHEREAS, on March 23, 2020 the Governor issued Executive Order (EO-20-12) directing Oregonians to Stay Home, Save Lives, restricting non-essential travel and prohibiting all non-essential social and recreational gatherings of individuals where a minimum 6-foot distance between all individuals could not be maintained as a primary means of reducing the spread of COVID-19; and

WHEREAS, the Governor’s Executive Order was explicit that, while outdoor activities and exercise were permissible, a minimum 6-foot distance between all individuals must be maintained; otherwise, failure to comply constituted an imminent threat and immediate danger to public health because of the contagiousness and virulence of the Novel Coronavirus and mortality of the COVID-19 pandemic; and

WHEREAS, the implementation of the Governor’s Executive Order and closures of County forest recreational staging areas has not proven effective in Hood River County as visitors have continued to come to the County to hike, bike, gather and recreate. Repeated instances of violation of the social distancing norms have placed County resources and residents at much greater risk of the spread of COVID-19, thereby creating an imminent threat and immediate danger to public health; and

WHEREAS, the continued influx of visitors, turning over on a short-term basis, increases the likelihood of the spread of COVID-19 more than longer term tenancies and threatens the limited health care resources available in Hood River County; and

WHEREAS, on March 25th, 2020, the Mayor of the City of Hood River issued a Declaration directing the City Manager to close Public Parks, Recreation Sites, Transient Lodging Facilities and Campgrounds to Prevent Aggregation of People and Reduce the Spread of the Novel Coronavirus; and

WHEREAS, on April 2, 2020, consistent with the City of Hood River, and pursuant to the authority granted the Hood River County Board of Commissioners under ORS Chapter 401, ORS Chapter 431 as the Local Public Health Authority, Resolution No. 2323 and the Hood River County Emergency Operations Plan, the Board of Commissioners adopted Order No. 20-001 to protect the health and safety of its citizens, instituting a temporary order closing all County parks and forests and transient lodging, including RV parks and public and private campgrounds, hotels, motels, short-term rentals and homestay lodging; and

WHEREAS, on April 10, 2020, the Oregon Department of Fish and Wildlife (ODFW) closed recreational hunting, fishing, crabbing and clamming to non-residents due to concerns about travel to Oregon to participate in these outdoor activities. While the closure does not apply to Oregon residents, ODFW guidance states that resident hunters and anglers should not travel outside of their communities and continue to observe social distancing measures. The Board of Commissioners therefore finds that Order No. 20-001 should be amended to allow controlled hunting on County forest for Oregon residents that have been issued ODFW hunting tags for the 2020 Spring season.

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. All County parks, forests, forest roads, forest recreational staging areas, facilities and trails are closed to the public for recreational use, excluding controlled hunting for Oregon residents that have been issued ODFW hunting tags for the 2020 Spring season.
2. All transient lodging facilities, including motels, hotels, short-term vacation rentals, hosted home shares, bed and breakfasts, RV parks, and campgrounds are closed to the public. All camping on private property is prohibited, except for those approved by the Hood River County Health Department. Transient lodging facilities may remain open to serve only the following designated individuals:
 - a. Current registered guests for a term of longer than 30 consecutive days.
 - b. County residents effecting a COVID-19 self-quarantine or who have moved from their local residence in order to allow a family member or roommate to self-quarantine in their local residence.
 - c. Families or individuals residing in lodging for less than 30 days if this is their only means of shelter. Includes, but is not limited to, vouchers for stay provided by local or regional governments or nonprofit agencies.
 - d. Employees of the facility provided lodging as a requirement or benefit of their employment.
 - e. Patients or families of patients receiving medical care at local facilities.
 - f. Essential personnel as defined by federal or state law, where lodging within Hood River County is necessary for work involving the safety of human life or the protection of property or performing other work consistent with the intent of this provision, e.g. emergency and public safety responders, truck drivers and supply providers, and construction industry workers.

g. Other individuals as authorized by the Hood River County Health Department.

3. The County Administrator shall communicate and coordinate with the owners, operators and users of transient lodging facilities affected by this Order, which shall take all reasonable steps to terminate current occupancy of any guests not exempted herein by no later than 5:00 PM on Friday, April 3, 2020. No new occupancies in violation of this Order may be rented effective 8:00 am Saturday, April 4, 2020.

4. The County Administrator is authorized and directed to take all necessary steps authorized by law to otherwise effectuate the closures directed by this Order.

5. A violation of this Order or the County's March 17, 2020 Emergency Declaration shall be a Class C misdemeanor pursuant to ORS 401.990 and a civil infraction enforceable under the County's Enforcement Code (Chapter 1.08). This Order is a public health law, as defined in ORS 431A.005 and may be enforced as permitted by ORS 431A.010.

6. This Order shall take effect immediately and shall have the full force and effect of law during the declared state of emergency. All existing laws, ordinances, rules and regulations inconsistent with this Order shall be inoperative during this period of time and to the extent that such inconsistencies exist.

ADOPTED this 20th day of April, 2020.

HOOD RIVER COUNTY BOARD OF COMMISSIONERS

Mike Oates, Chair

Karen Joplin, Commissioner

Rich McBride, Commissioner

Robert Benton, Commissioner

Les Perkins, Commissioner