



AGENDA: REGULAR SESSION

WEDNESDAY, SEPTEMBER 7, 2022

WASCO COUNTY BOARD OF COMMISSIONERS, 511 WASHINGTON ST. SUITE 302, THE DALLES or VIRTUALLY @

<https://wascocounty-org.zoom.us/j/3957734524> OR Dial [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

While these virtual options are provided, we cannot guarantee connection or quality of the call.

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

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

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

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

9:00 a.m.	CALL TO ORDER Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. Corrections or Additions to the Agenda Discussion Items: Tanawashee Subdivision Plat ; OIB Appointment Recommendation ; Columbia Land Trust Letter of Support (Items of general Commission discussion, not otherwise listed on the Agenda) Consent Agenda: 8.17.2022 Regular Session Minutes (Items of a routine nature: minutes, documents, items previously discussed.) Public Comment at the discretion of the Chair
9:30 a.m.	Outdoor Mass Gathering Ordinance Hearing – Kelly Howsley-Glover
9:50 a.m.	Planning Satellite Office Update – Daniel Dougherty
10:00 a.m.	Fee Schedule Policy Revision Request – Lisa Gambee/Jill Amery
10:20 a.m.	Youth Think Agreements/Amendments/Renewals – Debby Jones
10:35 a.m.	Zen City Survey – Stephanie Krell
10:45 a.m.	Road Maintenance – Georgia Murray
11:00 a.m.	Regional Mobilization – Michial Rennault
	COMMISSION CALL
	NEW/OLD BUSINESS
	ADJOURN

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



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
SEPTEMBER 7, 2022

Room 302, Wasco County Courthouse

This meeting was also held on Zoom

<https://wascocounty-org.zoom.us/j/3957734524>

or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

PRESENT: Kathy Schwartz, Chair
Steve Kramer, Vice-Chair (virtual)
Scott Hege, County Commissioner
STAFF: Kathy Clark, Executive Assistant
Tyler Stone, Administrative Officer

Chair Schwartz opened the session at 9:00 a.m.

Discussion Item – Tanawashee Subdivision Phase 4 Plat

Commissioner Hege asked how many lots are included in this phase. County Assessor/Tax Collector Jill Amery said there are about 20 with another 5 acres to be developed.

*****The Board was in consensus to sign the Phase 4 Plat for the Tanawashee Subdivision.*****

Discussion Item – OIB Appointment Recommendation

Ms. Clark explained that County Assessor Jill Amery has served on the Oregon Investment Board for a number of years but term limits prevent her from being reappointed this year. MCEDD posted for applications to fill the vacancy and received only one which is from a well-qualified candidate – Rod Cole.

Ms. Amery said that there is a 2 term limit for serving on the Board. She said having a banker on the Board is a real asset; we have one other but he will be off the Board at the end of his current term. She added that she will stay on until the Governor's approval comes through.

Commissioner Hege said Mr. Cole appears to be highly qualified. Vice-Chair Kramer asked the length of the terms. Ms. Amery replied that it is a 4-year appointment. Vice-Chair Kramer noted that Mr. Cole has been through a number of jobs in the last 7 years and expressed concern that he will be here to complete his term. Ms. Amery said that we cannot know that; but if he leaves, the

appointment will have to be back-filled.

*****The Board was in consensus to send a letter of recommendation to the State for the appointment of Rod Cole to the Columbia Gorge Oregon Investment Board.*****

Discussion Item – Columbia Land Trust Letter of Support

Columbia Land Trust Conservation Lead Nate Ulrich explained that last year the Wasco County Board of Commissioners provided a letter of support for a federal Forest Legacy Program grant to purchase of a conservation easement that will maintain working forests in Wasco County and help the City of The Dalles purchase a portion of the South Fork Mill Creek to protect its drinking water. ODF decided not to advance that application to the national level because the SDS sale had not been finalized by the time of the application deadline. They are reapplying this year and the Board of Commissioners' support would be a great help. He noted that it is possible they would have to reapply again next year. He noted that the adjacent Friend property is not part of the application but would be used as match to secure the funding.

Mr. Ulrich went on to explain that a portion of the property would be owned by the City of the Dalles for the watershed; a portion would be owned by Columbia Land Trust and a portion would be owned by Green Diamond and would continue to be working Forest. The City will need to provide a 25% match to purchase their portion; they are looking for resources to support that purchase.

Vice-Chair Kramer said that he is still in support of this project to help our residents living in the City of The Dalles. Mr. Ulrich reported that they already have a letter of support from the City.

*****The Board was in consensus to provide a letter of support for the Columbia Land Trust Forest Legacy Program grant application.*****

Consent Agenda – 8.17.2022 Minutes

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

Public Comment

Mr. Brackman said he is here today to inform the Commissioners of a significant public safety hazard that exists in Tygh Valley, and to ask for your help in resolving this problem. The citizens of Wasco County who do not live inside an incorporated city have only the Wasco County government to assist them in

creating and preserving a safe, orderly community. He said he has lived in Tygh Valley for 17 years. The problem that he is describing today has existed unchanged since his arrival in this community. For at least the last 17 years, and probably for much longer, there have been two abandoned RVs: one abandoned park model mobile home and one burned out semi- trailer sitting on parcel 4S 13E 3 CC lot 6100. This parcel is in downtown" Tygh Valley, located a block or so from Mollie B's diner and from the Tygh Valley store. He said he filed a Nuisance Code complaint on this parcel in November of 2018. Shortly after filing the complaint, he learned from the Code Compliance officer that a previous complaint had been made on this property in 2015.

Mr. Brackman went on to say that for almost 4 years he has been involved in endless correspondence with Wasco County Planning officials and Code Compliance officers regarding this problem, with absolutely nothing being resolved until early July of this year. At that time, a representative of the owner of the subject property began removing the vehicles. He did this by crushing the vehicles with an excavator and then removing the material in a dump trailer pulled behind a pickup truck. He said he is not an expert in vehicle removal, but this method seemed poorly thought out. The net effect of this method of cleanup was to litter the site with great quantities of bent and shredded metal, splintered wood, broken plumbing fixtures and torn mattresses. In mid-August all cleanup work stopped. He stated that the Wasco County Planning Director has told him that the Fire District has asked them to refrain from operating necessary heavy equipment during fire season for fear of causing a fire. He said that he spoke to Tygh Valley Fire Chief Paul LaPlante. Chief LaPlante told him that he did enjoin the individuals from using an acetylene cutting torch without required safety equipment, but he did not stop other cleanup work. This site has now sat untouched for over two weeks. By all measures it looks worse and is more unsafe than it was before the cleanup process commenced.

Mr. Brackman concluded by saying he is here today to ask the Wasco County Commissioners to direct the County Planning Department to enforce the Nuisance Code Ordinance and require that the legal owner of the parcel immediately come into compliance with said ordinance. The owners of this property have been allowed almost 8 years to cleanup this eyesore. He asked that the Board take this problem seriously and show the residents of South Wasco County that Wasco County government works for them.

Chair Schwartz said that she has learned how complicated these issues are. She said she has seen the property and acknowledged the frustration of the situation.

Mr. Brackman said that the County has the tools to address the problem; the County can place a lien on the property and do the clean-up themselves. He said someone owns the property and needs to be held accountable. Chair Schwartz said that she will review the ordinance.

Planning Director Kelly Howsley-Glover said that this is one of the nuisance cases she mentioned earlier this year when presenting on the Codes Compliance program. She said that we do not have the staff or resources to manage people in crisis. The owner of this lot was in a state of mental health crisis. His widow is the legal owner and resides in an assisted living facility and suffers from dementia. The person we are dealing with is a family member with no power of attorney that would allow us to pursue abatement or liens. We are trying to work with the heir for voluntary compliance. The work that the heir was doing was flagged, but there may be some confusion on the message. The heir believes he cannot do any further work until fire season is over. Planning has worked hard and we continue to work with the family member to bring it into compliance. She said she sympathizes and empathizes with the frustration and concerns. We are trying to tighten the ordinance but that is also very slow work. Right now, we do not have all the authority we need to move it forward. We have a number of cases where we pursued abatement, but mental health or drug and alcohol issues have meant that we did not make progress. That is why we focus on land use issues that present a clear danger to the community.

Chair Schwartz asked if the family member is the heir. Ms. Howsley-Glover replied that he says that he is, but there has been no proof provided.

Commissioner Hege observed that there seems to be some confusion regarding the communication from the Fire Chief. He asked that we follow up with the Fire Chief and then the family member to clarify that.

Mr. Brackman said he does not understand why the County cannot lien the property and clean it up – the ordinance allows for that.

Vice-Chair Kramer said that he does not like to be heavy handed if it is not necessary. He said there has been some progress and he would like to continue to pursue that. This is complex and we need to move cautiously.

Agenda Item – Outdoor Mass Gathering (OMG) Ordinance Hearing

At 9:30 a.m. Chair Schwartz opened a public hearing to consider a proposed Outdoor Mass Gathering Ordinance. She explained the process to be followed

for the hearing and asked staff to present their report.

Planning Director Kelly Howsley-Glover said that we process at least one Outdoor Mass Gathering permit application each year. We should have one this fall for an event in Tygh Valley. In terms of staff turnover, the process can be a little unclear. This is an attempt to streamline the process and make it clear. Outdoor mass gatherings are not land use decisions but are similar to other work done by Planning and if there are over 3,000 attendees, it does become a land use decision. The ordinance is consistent with state law with some additional fire safety requirements requested by local fire officials. We can be more restrictive than 3,000 attendees. Right now, any event with more than one attendee requires a permit. Directors in the past have waived that; but we want to make it clearer. She said she talked to Public Works, Law Enforcement and local fire officials to settle on a number that considers a variety of concerns. The proposed threshold is 500 people; there was not complete consensus, but most seem to be comfortable with that number. She stated that she also included the application in the packet which now has spaces for subject matter experts weighing in - that will eliminate the need for a lengthy staff report with an executive summary.

Commissioner Hege asked if the folks that use this process are aware of the changes being proposed. Ms. Howsley-Glover replied that she did not provide specific notice to event organizers. Commissioner Hege said it might be good to hear from them.

Mr. Stone asked if this ordinance excludes recreation facilities such as Kramer Field and the Fairgrounds.

Ms. Howsley-Glover said that Outdoor Mass Gatherings are specific and do not include things like Little League tournaments or the annual Fair. The use of recreational facilities are land use decisions and would be part of the conditional use permit.

Chair Schwartz asked if insurance is that something the landowner would provide. Ms. Howsley-Glover answered that they would; it is something we already require.

Chair Schwartz commented that the application is streamlined and clear. What we received before was a string of emails. She asked if it is the organizer's responsibility to contact the various agencies to get people to fill it out. Ms. Howsley-Glover explained that the Planning Department is still the main coordinator and would ensure that it is complete. An applicant may reach out to an entity and have direct conversations, but the Planning Department would be working with the various agencies to gather their input.

Vice-Chair Kramer read the title of the proposed ordinance into the record: Ordinance 22-003 in the matter of adopting an Outdoor Mass Gathering Ordinance.

Chair Schwartz closed the hearing at 9:45 a.m.

Agenda Item – Planning Satellite Office Update

Senior Planner Daniel Dougherty reviewed the memo included in the Board Packet saying that they have been offering services from 10 a.m. to 1 p.m. at the Maupin Civic Center once a month for the past 5 months. They wanted to provide south county residents with in-person services such as answering questions, land use applications, mapping issues and development of plans. They also wanted to use the time to engage in public outreach to educate residents on Planning activities and updates and to share information with partner agencies. He said that although they received no applications, they had many good conversations on land use, fire safety, destination resorts, and codes compliance. He stated that they demonstrated their availability and believe it was a successful pilot that should move forward on a quarterly basis. He noted that they will want to do more advertising and to find other locations from which to provide services.

Commissioner Hege commended the effort saying that it can grow over time. Vice-Chair Kramer echoed those sentiments.

Chair Schwartz said that it is a good idea; if she has land use issues, it is helpful to be able to talk to someone in person as the issues can be complicated.

Commissioner Hege asked what other options citizens have to engage Planning staff. Mr. Dougherty replied that they can reach Planning staff by phone, video conferencing, email and regular mail.

*****The Board was in consensus for the Planning Department to continue to run a satellite planning office in southern Wasco County to serve the residents of south Wasco County.*****

Agenda Item – Fee Schedule Policy Revision Requests

Wasco County Clerk Lisa Gambie reviewed her memo included in the Board Packet saying that she is requesting that fees be rounded up to the nearest nickel. She said that the Policy allows for an increase in fees if it can be justified. She stated that dealing with pennies in their cash drawer will place an undue burden on staff when opening and closing each day.

Ms. Amery reviewed her memo included in the Board Packet. She said she is seeking simplicity for customers and staff; pointing out that CPI is an average number. Assessor's fees have historically been rounded to the next dollar. She said that she spoke with Ms. Howsley-Glover who agrees with the simplistic approach. She said she is looking for that guidance through the Policy; she wants to make it simpler for staff and the public.

Commissioner Hege suggested that we round down. He said that we have not been raising fees every year and it makes sense to do that but we can round down rather than up.

Chair Schwartz asked what we would be rounding down to. Ms. Gambee suggested that rounding down to the nearest quarter would be great.

Vice-Chair Kramer said he is comfortable with rounding down.

Ms. Amery said that since her department has so few, it would be great to have discretion by department. Chair Schwartz said she thinks there should be consensus among the Management Team. She said that when responding to citizens she wants to be clear; that can be difficult if there is not consistency across County departments. Mr. Stone said he can take it to the Management Team.

Commissioner Hege said he thinks the Board can set a policy that says we round down. Chair Schwartz agreed, adding that it should be consistent across the board.

Further discussion ensued regarding the process. Ms. Amery said that basing it on the CPI is a little arbitrary; the fees should reflect what it is costing us to do the work. Chair Schwartz stated that we have to also look at all of our costs. Ms. Amery stated that she looks at that every year.

Mr. Stone said that you set those costs once and then apply the CPI annually. The CPI is a widely accepted approach for increases. We need to stay consistent. The policy does allow for fees to be increased beyond the CPI if there are extraordinary costs. He said he is less concerned about making change than about making sure that there is a readily definable number that can be relied upon and is widely accepted. When we diverge from that we start being inconsistent.

Chair Schwartz asked Mr. Stone for his opinion on rounding down. Mr. Stone said that we could round down to the nearest nickel. If you have a low dollar fee, rounding down too much could actually cause fees to decrease.

Ms. Gambie pointed out that rounding down would require a change to the policy; her request to round up could be done under the current policy to allow the process to move forward.

Mr. Stone said he would take this to the Management Team at tomorrow's meeting. Chair Schwartz said we can move the current process forward for Building Codes and then work on the rest in the future.

Agenda Item – Youth Think Agreements/Amendments/Renewals

GAMBLING PREVENTION PROFESSIONAL SERVICES CONTRACT EXTENSION AMENDMENT

Prevention Coordinator Debby Jones said that this amendment brings us in line with the State's timeline which runs on a calendar year.

{{{Commissioner Hege moved to approve the Amendment to the January 1, 2022, Professional Services Contract between Wasco County and Mid-Columbia Center for Living extending the provision of Problem Gambling Prevention Services. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

OVERDOSE PREVENTION SUBCONTRACT

Ms. Jones said that this has been challenging and the grant cycle is now over. The OHA grant goes through NCPHD who subcontracts with us for the work; the work and reports are in compliance but the agreement between Wasco County and NCPHD has been delayed due to turnover at NCPHD. We are in the process now to get the work plan in with a renewal for this year. With this money from the State, we do not have to reapply; we just need to submit a new work plan which will happen next Wednesday.

{{{Commissioner Hege moved to approve the Overdose Prevention Subcontract between North Central Public Health District and Wasco County. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

OHA IGA 162432 AMENDMENT #2

Ms. Jones explained that this is Wasco County's annual contract with the Oregon Health Authority for funding substance use and prevention work. There are extra dollars this year through ARPA and COVID funding.

{{{Commissioner Hege moved to approve Amendment 2 to Oregon Health Authority Grant Agreement Number 162432. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

ADDENDUM TO JOHANN HARI SPEAKING AGREEMENT

Ms. Jones said we had the opportunity to have him in person rather than virtually. This is an increase in the cost of the service and is an opportunity to come together to find ways to be more proactive. If you go to the Youth Think page you can see the outreach being done. This is very timely with what is going on for harm reduction and addiction. This is a community presentation; Mr. Hari is from the United Kingdom.

{{{Commissioner Hege moved to approve Addendum 1 to the Lavin Agency Agreement engaging the in-person speaking services of Johann Hari. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

ACTON RENEWAL ORDER

County Counsel Kristen Campbell said that this amends a contract already approved but the work order exceeds our threshold for department authority. Ms. Jones added that this is the license for our analytics software.

{{{Vice-Chair Kramer moved to approve the ActOn renewal and work order. Commissioner Hege seconded the motion which passed unanimously.}}}

Ms. Jones invited the Board to join Youth Think when they host the Chamber's Coffee Connections at the Harding House from 7:30 to 9:30 a.m. on September 27th.

Agenda Item – Zen City Survey

Public Information Officer Stephanie Krell reviewed the memo and survey results included in the Board Packet. She said we have been working with the Zen City platform to monitor community sentiment. This was a test survey with 2 questions - one closed and one open ended question asking citizens to identify and

prioritize what is most important to them in our County. The survey lasted 3 weeks and was posted on various social media sites; 3800 people were reached and 31 responded. She said she sees it as a success; in the future, we can reach out to community partners to help spread the word through their mechanisms. She said she is looking for topics the Board is interested in hearing more about.

Commissioner Hege said he is thinking we need to get information on the recent property acquisition, Kramer Field, etc. Ms. Krell commented that more targeted questions can provide better feedback

Chair Schwartz observed that we entered into this to be able to gather community response to a big project such as Kramer Field, MCMC moves and the athletic complex. This first survey was putting a toe in the water. It is of interest but did not provide specific information. She said that her question would be around the timing of surveys. People make assumptions that may not be true based on us asking the question.

Mr. Stone agreed that this survey tested the waters. Regarding the questions creating controversy, he suggested that rather than asking how citizens feel about a specific idea, we might ask the public to engage in visioning. . . "If you could make it anything you wanted, what would that be?"

Chair Schwartz said it will be tricky as the City is already doing visioning. We could be pretty specific about where to move the field but it may not be the time as it could create assumptions. She said she is very excited about this tool and thinks our test was successful in the limited way that we did it.

Commissioner Hege agreed saying that the nice thing about this is that it is anonymous. The one thing that did happen since the survey was concluded was that we did purchase the property. In the shorter term (12-18 months), what is important is that we get it usable in some way - it would be good to know what the public wants now and in the long term.

Chair Schwartz said that it would be good to get the short-term ideas; then if the property becomes a contender for the athletic field we can drill down.

Mr. Stone said we will work on it. Ms. Krell said she will meet with our folks at Zen City to craft questions and bring them to the BOC for feedback before launch.

Commissioner Hege said we also need to make sure the departments know about their access to this tool.

Vice-Chair Kramer stated that it was good test; however, the responses were light - he was hoping for more.

Agenda Item – Road Maintenance

Georgia Murray, resident of Wasco County, reviewed her letter to the Board (attached) requesting assistance in the repair of portions of 7 Mile High Road and Ridge Road. While neither are maintained by the County, 2 subdivisions are impacted by the roads and the residents do not have the skills/equipment to do the repairs themselves. She reported that the crown and ditch on the sections of road have been flattened over time causing water to flow down the road and create a bad situation. In some sections, the ruts are so deep as to be impassable on one side. When it snows, some of the residents have no way to get out. She said that Public Works Director Arthur Smith has been out to see the situation but has not provided a cost estimate for the work.

Mr. Smith said that these are publicly dedicated roads not in the County system. In Wasco County we have 105 miles of public roads of local access that are not in the system. He noted that at some point the State of Oregon allowed this practice to go forward with no accountability for maintenance and repair which is a disservice to the counties and citizens. He said that the road conditions are as Ms. Murray described.

Mr. Smith went on to say that we had this same request for Dell Road. He said he is not interested in becoming the contractor for public access roads; we do not have the staff to increase our work load by 15%. The public access roads are some of the worst roads in the county; he said he cannot support a commitment that we cannot fulfill. In addition, he does not want to compete with private contractors.

Ms. Murray said she has not contacted any private contractors as she saw Public Works as the experts and thought it would cost less.

Commissioner Hege said he would need to recuse himself as he lives in the area – there are 27 lots and his is one of them. He said he understands that the neighbors have tried their best but it has become more than they can do – the ditch and crown are gone. He said he also understands what Mr. Smith is saying, but would like to find a way to help our citizens.

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
SEPTEMBER 7, 2022
PAGE 12

Ms. Murray said that one portion of the road was constructed in 1980 and has served the area for 42 years; with repairs, it is likely to last another 42 years.

Garrett Booth said that he was using his own equipment to try to help. He said that he has met with Ms. Murray and would like to include a further section of 7 Mile High as ponds form there in the fall and winter months. The roads are in disrepair and need serious work. He said he thinks Public Works would be a great first step. Mr. Smith said he did not observe the conditions north of Ridge Road.

Chair Schwartz asked if there is a covenant or Homeowners Association. Ms. Murray replied that there is not.

Chair Schwartz pointed out that we had a similar issue on Dell Road; it cost twice as much as we thought it would and we have no way to hold them accountable for ongoing maintenance.

Ms. Schwartz asked Mr. Smith if he has provided a written account of his evaluation. Mr. Smith responded that he sent that in an email. He said that the Board has the authority to order Public Works to do the work but we would be expending dedicated road funds on a non-county road which we did for Dell Road. He said that these were very nice people with a similar story. We went in and opened up the road and it became a lot more than we thought it would; the County lost money, spending more than we took in. He said that group came back to ask about continuing maintenance. This will grow . . . everyone on a public access road will be in line for the same service.

Ms. Campbell said that ORS 368.031 expressly addresses this situation involving local access roads and county liability. There are 3 standards that have to be met: 1) The County Road Official has to recommend the project; 2) Public use must justify the project; 3) The Board must execute and order directing the project be done.

Chair Schwartz asked if we can assist them in identifying contractors. Mr. Smith said his knowledge would be limited as he does not use road contractors. He said that it is not in his nature to not be helpful, but he does not think we can do this; in addition, it will create future liability.

Vice-Chair Kramer suggested that more work needs to be done by the affected landowners and perhaps some offline conversations with the County.

Chair Schwartz said that if we do this, we will have 100 more miles of roads that citizens will want us to address – that is problematic. She said the landowners have more work to do in getting bids from private contractors. If that is not successful, they can come back to the County again. We learned from our experience with Dell Road and do not want to open Pandora's box.

Ms. Murray said this is disappointing and suggested that the County institute a gas tax. Vice-Chair Kramer pointed out that a gas tax is off topic and we can have that discussion offline. He said he understands that this is an issue. Chair Schwartz thanked Ms. Murray for coming in.

Agenda Item – Regional Mobilization

Regional Mobilization Coordinator Michial Renault said that the State Fire Marshall has made a lot of changes in response and risk reduction. He said he works with Chief Palmer and other local fire authorities from Hood River County to Umatilla County. He said it is important to meet local officials before there is an emergency. If we have to invoke a conflagration act to bring in resources, the Board of Commissioners would have to sign off on it. He stated that he has worked with Mr. Stone previously. He said he is the conduit to bring in resources. The other part of his job is to pre-position resources to deploy to conflagrations and work on mutual aid agreements. Currently there is a 5 county mutual aid agreement which is a big undertaking and he can help with updates on those. Just south of Mosier Fire District is underprotected and unprotected areas.

Commissioner Hege observed that half of the resources, namely helicopters, across the river have left and we have fire weather watches this week. Someone has those under an agreement and those agreements may have ended Sept. 1st. He thanked the state for the fire bosses that eliminate a lot of big fires. Mr. Renault said that fire bosses are contracted through the Oregon Department of Forestry, we let those who have those resources order them. As far as moving the equipment, we look at where we anticipate incidents are most likely.

Chair Schwartz asked what a fire boss is. Mr. Renault replied that it is a small, single pilot plane that can spray water in much the same way that crop dusters distribute pesticides. Commissioner Hege said there are some stationed in Dallesport but the helicopters have been repositioned.

Mr. Renault said his role is to determine how to get the resources to under or unprotected land. A lot already have mutual aid for initial attack and he helps with some suppression while we wait for resources.

Vice-Chair Kramer said there are over 100,000 acres burning in Oregon; that is

where the helicopters are.

Mr. Stone asked if under protected means a lack of equipment. Mr. Renault replied that can be part of it. There are some where the farmers are the response and could be considered under protected

Chair Schwartz asked how the Governor comes to declare a conflagration. Mr. Renault replied that when a local agency runs out of resources, that is when we need to bring in other resources which requires a declaration. He said he likes to be on scene as soon as possible to be ready to deploy resources. If we need more resources more quickly, we go directly to the governor.

Chair Schwartz asked where Mr. Renault's office is located. Mr. Renault answered that he works from home and lives just outside of Hood River.

Commission Call

Commissioner Kramer noted that he will be on the radio tomorrow.

Chair Schwartz adjourned the session at 11:45 a.m.

Summary of Actions

MOTIONS

- **To approve the Consent Agenda – 8.17.2022 Regular Session Minutes.**
- **To approve the Amendment to the January 1, 2022, Professional Services Contract between Wasco County and Mid-Columbia Center for Living extending the provision of Problem Gambling Prevention Services.**
- **To approve the Overdose Prevention Subcontract between North Central Public Health District and Wasco County.**
- **To approve Amendment 2 to Oregon Health Authority Grant Agreement Number 162432.**
- **To approve Addendum 1 to the Lavin Agency Agreement engaging the in-person speaking services of Johann Hari.**
- **To approve the ActOn renewal and work order.**

CONSENSUS

- **To sign the Phase 4 Plat for the Tanawashee Subdivision.**
- **To send a letter of recommendation to the State for the appointment of Rod Cole to the Columbia Gorge Oregon Investment Board.**

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
SEPTEMBER 7, 2022
PAGE 15

- **To provide a letter of support for the Columbia Land Trust Forest Legacy Program grant application.**
 - **For the Planning Department to continue to run a satellite planning office in southern Wasco County to serve the residents of south Wasco County.**

Wasco County
Board of Commissioners


Kathleen B. Schwartz, Commission Chair


Steven D. Kramer, Vice-Chair


Scott C. Hege, County Commissioner



DISCUSSION LIST

[SUBDIVISION PLAT](#) – Ben Beseda/Jill Amery

[OREGON INVESTMENT BOARD APPOINTMENT
RECOMMENDATION](#) – Kathy Clark

[COLUMBIA LAND TRUST LETTER OF SUPPORT](#) – Kathy Clark



DISCUSSION ITEM

Plat Signatures – Tanawashee Subdivision Phase 4

[PLAT MAPS](#)



TANAWASHEE SUBDIVISION, PHASE 4

TAX LOTS 02N-11E-1CC 4000 AND 4100 (ACCT. 9 AND 7)
IN LOT 4, SECTION 1, TOWNSHIP 2 N., RANGE 11 E., W.M.
CITY OF MOSIER, WASCO COUNTY, OREGON
AUGUST 30, 2022

WASCO COUNTY
SURVEYOR'S OFFICE

Survey No. _____

Filed _____

By _____

RECORDING INFORMATION

Document Number _____

Plat Number _____

Slide Number _____

OWNER:

MOSIER HEIGHTS, LLC
1421 SOUTH MILITARY ROAD
PORTLAND, OREGON 97219
STEVE BACHELDER, MANAGER

SHEET INDEX:

SHEET 1: OVERALL MAP, INDEX AND LEGEND

SHEET 2: LOTS 30 TO 49 DETAIL AREA

SHEET 3: DETAIL AREA WITH SLOPE AND
PUBLIC UTILITY EASEMENTS

SHEET 4: REFERENCES, PLAT NOTES,
AND CURVE TABLE

SHEET 5: SPECIAL EXCEPTION LISTING

SHEET 6: SIGNATURE APPROVAL BLOCKS,
SURVEYOR'S CERTIFICATE,
DECLARATION, NARRATIVE,
DETAIL AND LINE TABLE

LEGEND:

- SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, "B BESEDA PLS 50800"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, "B BESEDA PLS 50800" PER REF.#10
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, "B BESEDA PLS 50800" PER REF.#9
- FOUND MONUMENTS, AS NOTED.
- CALCULATED CORNERS, NOT SET.
- SET BRASS SCREW AND WASHER INSCRIBED "LS 50800"

- REF.# SURVEY REFERENCE NUMBER
FND. FOUND
CALC. CALCULATED
() RECORD SURVEY OR DEED CALL
MON. MONUMENT
C.S.# COUNTY SURVEY NUMBER
(E) EXISTING
P.U.E. PUBLIC UTILITY EASEMENT
R/W RIGHT OF WAY
DOC. DOCUMENT
ALUM. ALUMINUM
APPROX. APPROXIMATE
P.P. PARTITION PLAT
L.C. LAND CORNER
F.B.O. FOR THE BENEFIT OF
EASE. EASEMENT
C.B.T.P. CREATED BY THIS PLAT
TEMP. CONS. TEMPORARY CONSTRUCTION
N/A NOT ACCEPTED

LINE	BEARING	DISTANCE
L1	S 25°25'10" E	33.73'
L2	S 12°25'54" W	40.00'
L3	N 77°35'48" W	70.88'
L4	N 51°02'31" W	40.01'

ENGINEER / SURVEYOR:

TENNESON ENGINEERING CORP.
3775 CRATES WAY
The Dalles, Oregon. 97058
Ph. 541-296-9177
FAX 541-296-6657

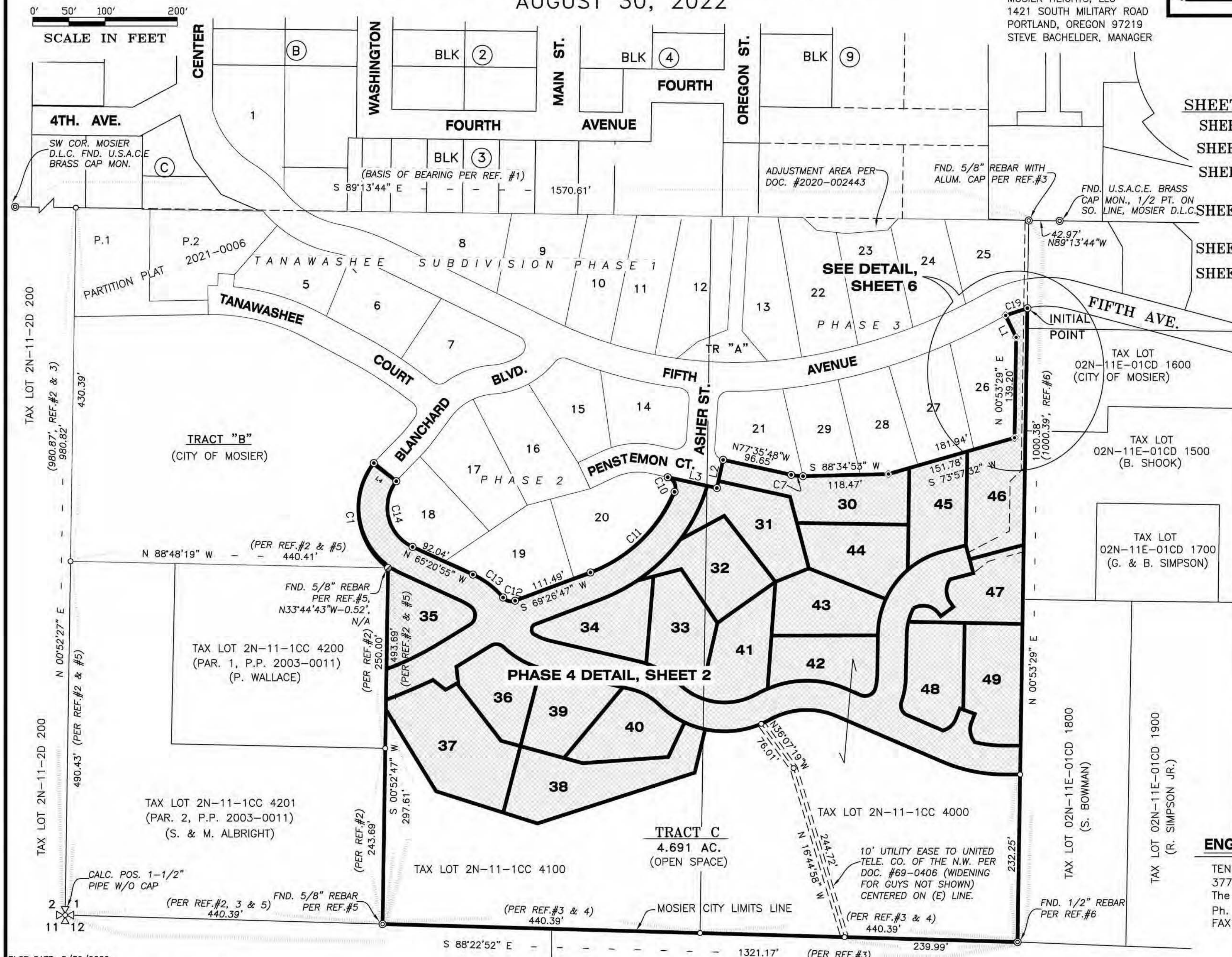
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 13, 1999
BENJAMIN B. BESEDA
50800

EXPIRES: 12/31/2023

SHEET 1 OF 6

W.O. #15865.plat_Ph4



PLOT DATE: 8/30/2022

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TANAWASHEE SUBDIVISION, PHASE 4

TAX LOTS 02N-11E-1CC 4000 AND 4100 (ACCT. 9 AND 7)
IN LOT 4, SECTION 1, TOWNSHIP 2 N., RANGE 11 E., W.M.
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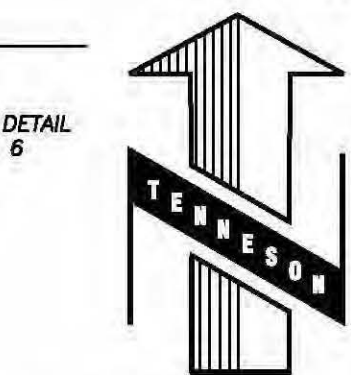
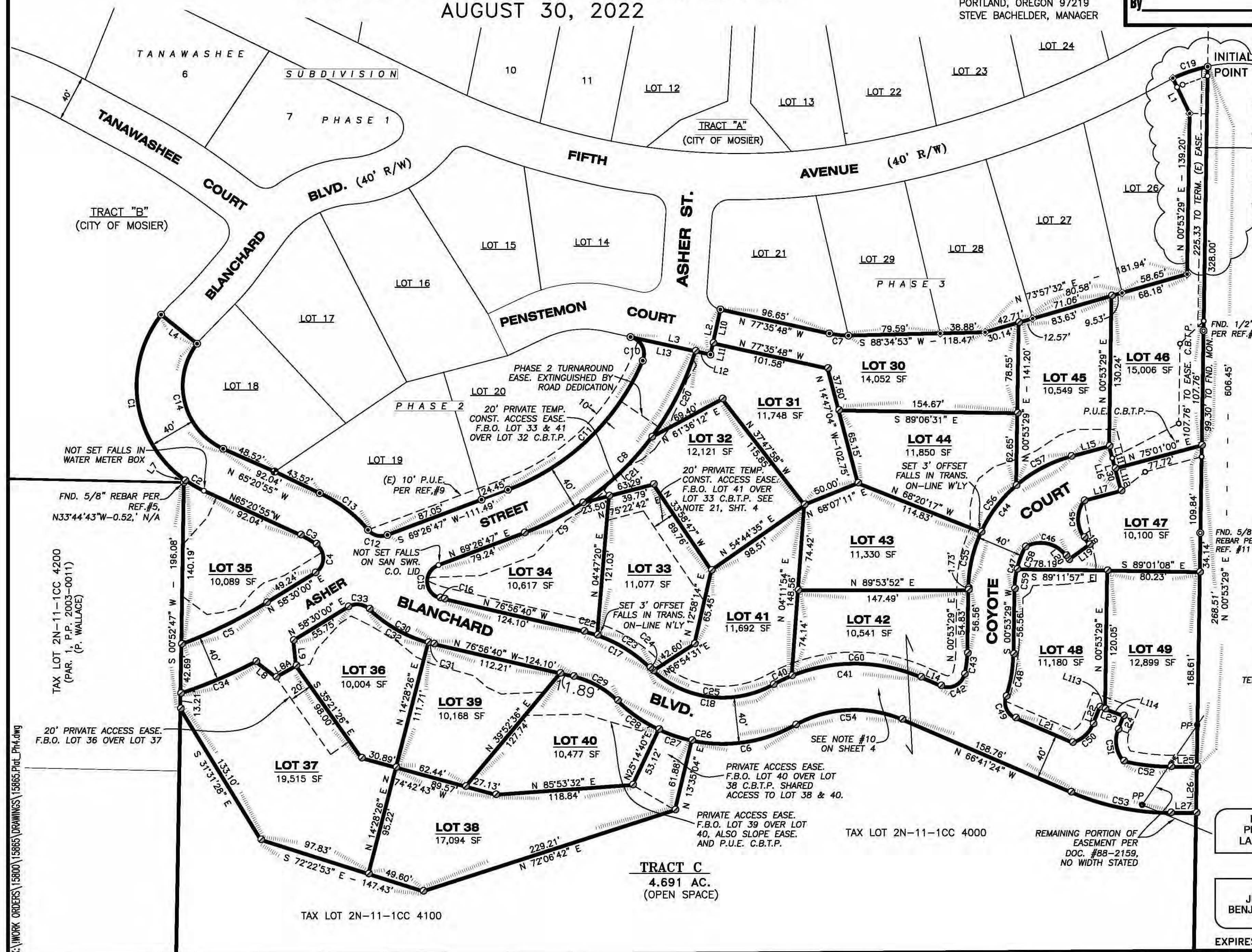
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Document Number _____

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PLOT DATE: 8/30/2022



SCALE IN FEET

LEGEND:

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- ◆ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, "B BESEDA PLS 50800" PER REF.#10
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- ⊙ FOUND MONUMENTS, AS NOTED.
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- APPROX. APPROXIMATE
- P.P. PARTITION PLAT
- L.C. LAND CORNER
- F.B.O. FOR THE BENEFIT OF
- EASE. EASEMENT
- C.B.T.P. CREATED BY THIS PLAT
- TEMP. CONS. TEMPORARY CONSTRUCTION
- N/A NOT ACCEPTED

ENGINEER / SURVEYOR:

TENNESON ENGINEERING CORP.
3775 CRATES WAY
The Dalles, Oregon. 97058
Ph. 541-296-9177
FAX 541-296-6657



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 13, 1999
BENJAMIN B. BESEDA
50800

EXPIRES: 12/31/2023 SHEET 2 OF 6

W.O. #15865.plat_Ph

TANAWASHEE SUBDIVISION, PHASE 4

TAX LOTS 02N-11E-1CC 4000 AND 4100 (ACCT. 9 AND 7)
IN LOT 4, SECTION 1, TOWNSHIP 2 N., RANGE 11 E., W.M.
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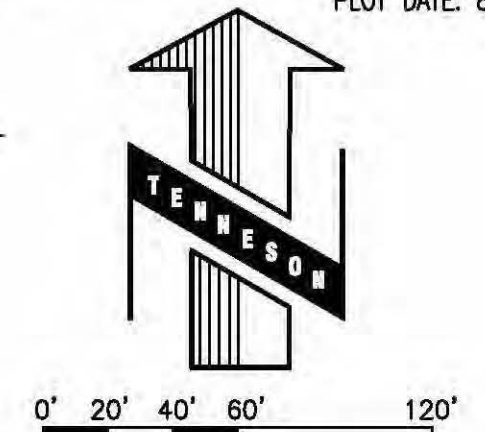
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1421 SOUTH MILITARY ROAD
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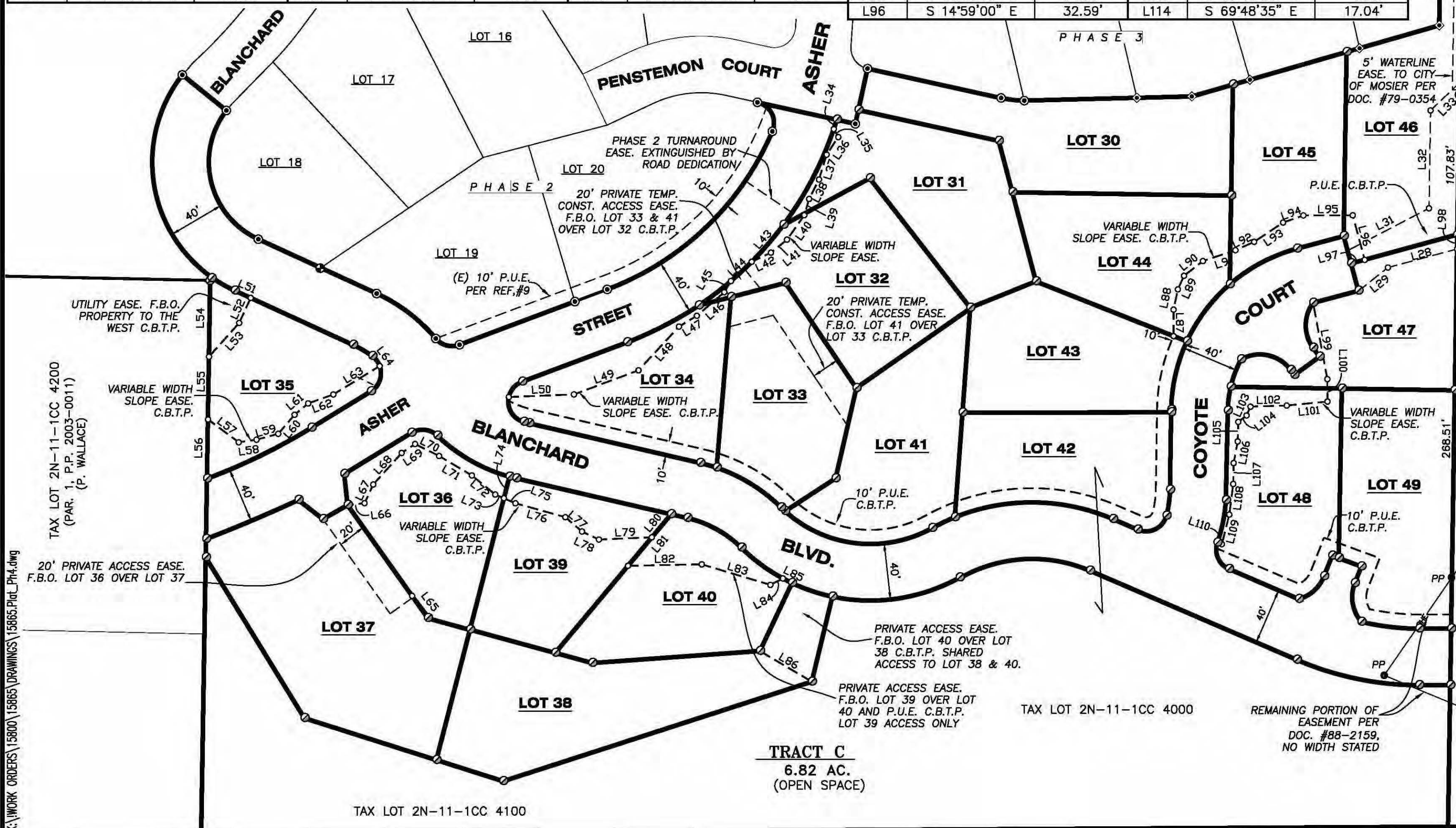
REGISTERED
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OREGON
JULY 13, 1999
BENJAMIN B. BESEDA
50800

EXPIRES: 12/31/2023 SHEET 3 OF 6

W.O. #15865.plat_Ph

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L28	S 75°01'00" W	50.59'	L45	S 30°40'32" W	9.19'	L62	N 70°20'55" E	18.84'	L79	S 87°34'00" W	37.38'	L97	S 75°01'00" E	10.00'
L29	S 51°45'22" W	26.59'	L46	S 49°23'29" W	25.60'	L63	N 58°30'00" E	38.48'	L80	N 39°52'36" E	21.19'	L98	N 00°53'29" E	9.88'
L30	N 14°59'00" W	29.37'	L47	S 58°40'52" W	14.73'	L64	N 37°01'44" W	8.80'	L81	S 39°52'36" W	47.46'	L99	S 10°34'42" E	54.91'
L31	N 62°28'14" E	64.92'	L48	S 42°48'34" W	42.15'	L65	S 37°35'38" E	18.00'	L82	N 88°50'28" E	52.11'	L100	S 00°24'58" E	15.79'
L32	N 00°53'29" E	69.14'	L49	S 69°31'13" W	48.74'	L66	N 83°23'30" E	12.11'	L83	S 73°18'49" E	50.67'	L101	S 84°27'12" W	28.96'
L33	N 46°15'19" E	28.42'	L50	S 87°43'51" W	46.02'	L67	N 24°57'00" E	14.57'	L84	N 62°48'19" E	9.94'	L102	S 88°15'18" W	25.62'
L34	S 17°53'55" W	6.95'	L51	S 65°20'55" E	12.41'	L68	N 42°03'04" E	29.89'	L85	S 63°10'18" E	7.19'	L103	S 23°53'30" W	6.84'
L35	S 29°40'22" E	6.48'	L52	S 24°39'05" W	19.39'	L69	N 55°49'24" E	11.45'	L86	S 59°22'38" E	42.61'	L104	S 52°12'25" W	7.39'
L36	S 33°28'16" W	14.96'	L53	S 41°46'40" W	32.08'	L70	S 63°32'32" E	19.02'	L87	N 00°10'19" W	18.78'	L105	S 01°52'37" W	13.86'
L37	S 17°06'11" W	18.31'	L54	N 00°52'47" E	53.91'	L71	S 59°10'48" E	26.97'	L88	N 11°59'10" E	14.63'	L106	N 10°30'13" E	15.55'
L38	S 26°46'37" W	15.44'	L55	S 00°52'47" W	44.36'	L72	S 50°48'49" E	21.30'	L89	N 24°08'22" E	10.49'	L107	S 01°12'45" W	14.81'
L39	S 16°29'15" W	11.98'	L56	N 01°02'34" E	41.95'	L73	S 66°34'48" E	6.67'	L90	N 52°06'10" E	16.98'	L108	S 07°18'02" W	21.80'
L40	S 35°10'59" W	21.19'	L57	S 53°20'14" E	27.04'	L74	N 14°28'26" E	15.75'	L91	N 71°34'24" E	24.25'	L109	S 14°05'31" W	21.57'
L41	S 51°04'34" W	14.60'	L58	N 81°45'47" E	12.70'	L75	S 66°34'48" E	8.87'	L92	N 65°51'16" E	14.49'	L110	N 70°52'17" W	3.37'
L42	S 64°46'30" W	15.01'	L59	N 74°53'47" E	15.92'	L76	S 74°25'15" E	36.70'	L93	N 56°14'50" E	24.60'	L111	S 14°59'00" E	20.00'
L43	S 40°42'08" W	34.24'	L60	N 40°32'26" E	17.78'	L77	S 49°01'41" E	15.48'	L94	N 70°39'23" E	15.20'	L112	S 14°59'00" E	20.00'
L44	S 47°03'19" W	20.06'	L61	N 50°21'04" E	12.50'	L78	S 64°49'34" E	13.31'	L95	N 89°53'18" E	34.89'	L113	S 69°48'35" E	4.96'
									L96	S 14°59'00" E	32.59'	L114	S 69°48'35" E	17.04'



TRACT C
6.82 AC.
(OPEN SPACE)

TAX LOT 2N-11-1CC 4000

REMAINING PORTION OF
EASEMENT PER
DOC. #88-2159,
NO WIDTH STATED

TAX LOT 2N-11-1CC 4100

K:\WORK\ORDERS\15865\DRAWINGS\15865.plat_Ph.dwg

TANAWASHEE SUBDIVISION, PHASE 4
TAX LOTS 02N-11E-1CC 4000 AND 4100 (ACCT. 9 AND 7)
IN LOT 4, SECTION 1, TOWNSHIP 2 N., RANGE 11 E., W.M.
CITY OF MOSIER, WASCO COUNTY, OREGON

PLAT NOTES:

1. BEARINGS BASED ON THE SOUTH LINE OF THE MOSIER D.L.C. No. 37 AS USED IN REFERENCE No. 1. ESTABLISHED BETWEEN THE MONUMENT FOUND AT THE SOUTHWEST CORNER OF THE MOSIER D.L.C. AND NORTHEAST CORNER OF GOV'T. LOT 4 AS SHOWN ON SHEET 1.
2. ARCHAEOLOGY: IF DURING DEVELOPMENT ACTIVITIES CULTURAL MATERIAL IS ENCOUNTERED (E.G. PREHISTORIC STONE TOOLS OR FLAKING DEBRIS, HUMAN REMAINS, HISTORIC MATERIAL CACHES) ALL ACTIVITIES SHALL CEASE AND A PROFESSIONAL ARCHAEOLOGIST SHALL BE CONTACTED TO EVALUATE THE DISCOVERY. IMPACTS TO ARCHAEOLOGICAL OR NATIVE AMERICAN GRAVES AND CULTURAL ITEMS ARE PUNISHABLE UNDER STATE LAW (ORS 358.905 TO 358.955 & ORS 97.740 TO 97.760) WHETHER OR NOT A CULTURAL RESOURCE INVENTORY HAS BEEN COMPLETED.
3. SYSTEM DEVELOPMENT CHARGES: SYSTEM DEVELOPMENT CHARGES (SDC'S) FOR EACH LOT IN THIS SUBDIVISION SHALL BE PAID PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR EACH HOME. THE APPLICABLE SDC SHALL BE THE CHARGE IN EFFECT AT TIME OF BUILDING PERMIT APPLICATION.
4. BUILDING CODE: ALL BUILDING, CONSTRUCTION AND DEVELOPMENT OCCURRING ON THIS PROPERTY SHALL BE IN ACCORDANCE WITH THE STATE'S BUILDING AND FIRE CODES.
5. GRADING PLAN AND EROSION CONTROL: GRADING PLANS FOR INDIVIDUAL LOTS WILL BE REVIEWED BY THE CITY ENGINEER FOR COMPLIANCE WITH THE EROSION CONTROL PLAN AND ANY SPECIAL REQUIREMENTS TO HELP ENSURE ALL MATERIALS, INCLUDING BOULDERS, STAY ON SITE. NO WORK SHALL BEGIN AND NO BUILDING PERMITS SHALL BE ISSUED UNTIL THE CITY ENGINEER APPROVES THE GRADING PLANS.
6. GRADING SETBACKS: LOTS WERE APPROVED AT THE SIZE AND DIMENSION SHOWN TO ACCOMMODATE SINGLE-FAMILY DEVELOPMENT. SLOPES AT THE SITE ARE SUCH THAT EXTENSIVE GRADING MAY BE REQUIRED TO ACCOMMODATE DWELLINGS, ACCESS AND ACCESSORY STRUCTURES. CUT AND FILL MUST BE RESOLVED OR RETAINED TO MEET EXISTING GRADE NO CLOSER THAN 5 FEET FROM THE SIDE AND REAR PROPERTY LINES OF EACH LOT TO ENSURE THAT GRADING ACTIVITY ON ONE LOT DOES NOT ADVERSELY AFFECT THE ABILITY TO DEVELOP AN ADJOINING LOT. THIS CONDITION MAY BE WAIVED WHEN A SINGLE DEVELOPER DEVELOPING LOTS ON BOTH SIDES OF A COMMON PROPERTY LINE CAN DEMONSTRATE THAT HOMES ON BOTH LOTS CAN SAFELY BE DEVELOPED WITHOUT COMPROMISE TO EITHER BUILDING SITE WITHOUT IMPOSITION OF THE SPECIAL GRADING SET BACK. ALL SITE GRADING DONE TO ACCOMMODATE RESIDENTIAL UNITS SHALL BE PERFORMED IN COMPLIANCE WITH STATE OF OREGON STRUCTURAL SPECIALTY CODE, CHAPTER 29, AND APPENDIX CHAPTER 70 OF THE UNIFORM BUILDING CODE.
7. STORMWATER MANAGEMENT: STORMWATER GENERATED ON SITE SHALL BE RETAINED ON SITE SO THAT POST-DEVELOPMENT RATES OF DISCHARGE DO NOT EXCEED PRE-DEVELOPMENT RATES OF DISCHARGE. LOW IMPACT DEVELOPMENT METHODS SHALL BE EMPLOYED ON EACH LOT TO FACILITATE OF STORMWATER INFILTRATION.
8. FURTHER DIVISION: NONE OF THE LOTS OR TRACTS CREATED IN THIS PLAT SHALL BE FURTHER DIVIDED FOR DEVELOPMENTAL PURPOSES.
9. SUBDIVISION CORNER MONUMENTATION WAS STARTED ON JULY 14 AND COMPLETED ON JULY 18, 2022.
10. ALL PREVIOUS ACCESS EASEMENTS BENEFITING ADJOINING PROPERTIES ARE EXTINGUISHED BY THE DEDICATION OF THE PUBLIC ROADS THROUGH THE SUBJECT PROPERTY.
11. THE TANAWASHEE SUBDIVISION, PHASE 4 IS SUBJECT TO THE COVENANTS, CODES AND RESTRICTIONS RECORDED AT DOCUMENT #2015-002401, DEED RECORDS OF WASCO COUNTY AND LATER RECORDED AMENDMENTS THERETO.
12. ALL DWELLING UNITS WITHIN THE TANAWASHEE SUBDIVISION, PHASE 4 SHALL BE EQUIPPED WITH ON-SITE FIRE SUPPRESSION SPRINKLERS DESIGNED AND INSTALLED IN ACCORDANCE WITH NFPA 13-D.
13. LOTS 36 AND 37 SHALL SHARE A COMMON ACCESS POINT TO ASHER STREET. THE ACCESS IS LOCATED IN THE EASEMENT SHOWN ON LOT 37. THIS LOCATION WILL BE THE ONLY PERMITTED ACCESS FOR THESE TWO LOTS.
14. LOTS 38 AND 40 SHARE A COMMON ACCESS POINT TO BLANCHARD BOULEVARD. THE ACCESS IS LOCATED IN THE EASEMENT SHOWN ON LOT 38. THIS LOCATION WILL BE THE ONLY PERMITTED ACCESS FOR LOT 38.
15. LOT 39 WILL ACCESS BLANCHARD BOULEVARD USING THE EASEMENT ACROSS LOT 40. THIS LOCATION WILL BE THE ONLY PERMITTED ACCESS FOR LOT 39.
16. THE PHASE 4 LOTS ARE SUBJECT TO THE FOLLOWING BUILDING HEIGHT RESTRICTION: NO STRUCTURE SHALL BE MORE THAN 28 FEET TALL ABOVE THE AVERAGE OF IT'S UPHILL SIDE CORNERS AS MEASURED FROM THE PRE-CONSTRUCTION TOPOGRAPHIC SURVEY OF THE LOT UPON WHICH IT WILL BE BUILT.
17. DUE TO THE PRESENCE OF UNENGINEERED FILL ON LOTS 33, 35, 36, 40, 41, AND 42 THE CITY OF MOSIER WILL REQUIRE GEOTECHNICAL ENGINEERING AS A COMPONENT OF THE HOUSE SITE DESIGN.

AUGUST 30, 2022

18. PRIVATE ACCESS EASEMENT FOR THE BENEFIT OF EAST ADJOINING PROPERTY CREATED BY THIS PLAT. FOLLOWING ANY USE OF EASEMENT BY ADJOINING PROPERTY EASEMENT AREA WILL BE RESTORED TO AS GOOD OR BETTER CONDITION AS EXISTED PRIOR TO USAGE.
19. TREE REMOVAL MUST CONFORM TO MOSIER CITY CODE, SECTION, SECTION 16.02.300-BUILDING SITE PROTECTION OF TREES.
20. LOTS 48 and 49 MAY HAVE LESS THAN 30 PSI AT THE DELIVERY POINT AND A BOOSTER PUMP MAY BE REQUIRED.
21. THE 20 FOOT WIDE EASEMENT ON LOT 33 IS FOR CONSTRUCTION ACCESS FOR THE INITIAL SITE AND HOME DEVELOPMENT ON LOT 41. THE EASEMENT IS EXTINGUISHED AT ISSUANCE OF CERTIFICATE OF OCCUPANCY. EASEMENT AREA WILL BE RESTORED TO AS GOOD OR BETTER CONDITION AS EXISTED PRIOR TO USAGE INCLUDING ANY LANDSCAPING IMPROVEMENTS.
22. THE SLOPE EASEMENTS CREATED BY THE PLAT ARE SUBJECT TO THE SAME TERMS AND CONDITIONS AND THOSE CREATED IN THE PREVIOUS PHASES OF THE SUBDIVISION AND AS FURTHER DETAILED IN DOC. 2015-002325 AND 2019-000866.

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	92°51'49"	100.00'	162.08'	105.13'	S 08°21'33" E	144.91'
C2	10°33'27"	100.00'	18.43'	9.24'	S 60°04'11" E	18.40'
C3	11°15'14"	80.00'	15.71'	7.88'	N 59°43'18" W	15.69'
C4	112°35'41"	15.00'	29.48'	22.49'	N 02°12'10" E	24.96'
C5	10°57'17"	430.00'	82.21'	41.23'	N 63°58'39" E	82.09'
C6	40°58'00"	130.00'	92.95'	48.56'	N 81°27'31" E	90.98'
C7	11°51'21"	80.00'	16.55'	8.31'	S 83°31'28" E	16.52'
C8	52°21'38"	245.00'	223.90'	120.45'	N 43°15'58" E	216.19'
C9	13°20'51"	245.00'	57.07'	28.67'	N 62°46'21" E	56.95'
C10	100°36'54"	15.00'	26.34'	18.07'	S 27°17'21" E	23.08'
C11	46°25'41"	205.00'	166.12'	87.92'	S 46°13'57" W	161.61'
C12	70°30'17"	15.00'	18.46'	10.60'	N 75°18'05" W	17.32'
C13	25°17'59"	120.00'	52.99'	26.93'	N 52°41'56" W	52.56'
C14	102°49'52"	60.00'	107.68'	75.20'	N 13°55'59" W	93.80'
C15	143°34'00"	15.00'	37.59'	45.58'	S 02°20'12" E	28.50'
C16	02°49'28"	80.00'	3.94'	1.97'	S 75°31'56" E	3.94'
C17	31°31'20"	120.00'	66.02'	33.87'	N 61°11'00" W	65.19'
C18	73°36'09"	90.00'	115.61'	67.33'	S 82°13'24" E	107.83'
C19	14°01'16"	130.00'	31.81'	15.99'	S 71°34'59" W	31.73'
C20	19°36'32"	245.00'	83.85'	42.34'	N 26°53'25" E	83.44'
C21	19°24'15"	245.00'	82.97'	41.89'	N 46°23'48" E	82.58'
C22	05°45'22"	120.00'	12.06'	6.03'	N 74°03'58" W	12.05'
C23	25°45'57"	120.00'	53.96'	27.45'	N 58°18'19" W	53.51'
C24	2°30'16"	90.00'	3.93'	1.97'	S 46°40'28" E	3.93'
C25	71°05'53"	90.00'	111.68'	64.31'	S 83°28'32" E	104.65'
C26	73°36'09"	130.00'	167.00'	97.26'	S 82°13'24" E	155.75'
C27	13°18'10"	130.00'	30.18'	15.16'	S 71°24'25" E	30.11'
C28	19°20'00"	130.00'	43.87'	22.14'	S 55°05'20" E	43.66'
C29	31°31'20"	80.00'	44.01'	22.58'	N 61°11'00" W	43.46'
C30	30°44'41"	120.00'	64.39'	32.99'	S 61°34'19" E	63.62'
C31	02°24'45"	120.00'	5.05'	2.53'	S 75°44'17" E	5.05'
C32	28°19'55"	120.00'	59.34'	30.29'	S 60°21'57" E	58.74'
C33	75°18'01"	15.00'	19.71'	11.57'	N 83°50'59" W	18.33'
C34	08°37'58"	470.00'	70.82'	35.47'	N 67°02'23" E	70.75'
C40	06°59'53"	145.00'	17.71'	8.87'	S 64°28'27" W	17.70'
C41	52°20'05"	145.00'	132.45'	71.25'	N 87°08'34" E	127.89'
C42	98°53'34"	15.00'	25.89'	17.53'	N 63°51'49" E	22.79'
C43	13°31'33"	77.50'	18.30'	9.19'	N 07°39'16" E	18.25'
C44	74°07'31"	120.00'	155.25'	90.63'	N 37°57'14" E	144.65'
C45	72°10'49"	27.01'	34.02'	19.69'	S 00°02'00" W	31.82'
C46	83°31'09"	27.00'	39.36'	24.11'	N 77°50'29" W	35.96'
C47	27°07'13"	80.00'	37.87'	19.30'	S 14°27'05" W	37.51'
C48	18°14'14"	117.50'	37.40'	18.86'	S 10°00'36" W	37.24'
C49	85°49'06"	15.00'	22.47'	13.94'	S 23°46'51" E	20.43'
C50	52°58'32"	27.00'	24.96'	13.45'	N 47°52'48" E	24.08'
C51	61°55'16"	27.00'	29.18'	16.20'	S 09°34'04" E	27.78'
C52	13°09'00"	180.00'	41.31'	20.75'	S 83°15'36" E	41.22'
C53	23°08'42"	220.00'	88.87'	45.05'	N 78°15'45" W	88.27'
C54	52°20'05"	105.00'	95.91'	51.59'	S 87°08'34" W	92.61'
C55	23°54'42"	120.00'	50.08'	25.41'	S 12°50'50" W	49.72'
C56	24°16'41"	120.00'	50.85'	25.81'	S 36°56'31" W	50.47'
C57	25°56'09"	120.00'	54.32'	27.63'	S 62°02'56" W	53.86'
C58	14°53'34"	80.00'	20.79'	10.46'	S 20°33'55" W	20.74'
C59	12°13'39"	80.00'	17.07'	8.57'	S 07°00'18" W	17.04'
C60	45°20'13"	145.00'	114.74'	60.56'	S 89°21'30" E	111.77'

WASCO COUNTY
SURVEYOR'S OFFICE

Survey No. _____

Filed _____

By _____

PLOT DATE: 8/30/2022

OWNER:

MOSIER HEIGHTS, LLC
1421 SOUTH MILITARY ROAD
PORTLAND, OREGON 97219
STEVE BACHELDER, MANAGER

RECORDING INFORMATION

Document Number _____

Plat Number _____

Slide Number _____

R E F E R E N C E S :

- 1) MOSIER MONUMENT SURVEY
BY HANER, ROSS & SPORSEEN
FEBRUARY 1976
CS #E-15-7
- 2) PARTITION PLAT 2003-0011
FOR WALLACE & LONG BY
TENNESON ENGINEERING CORP (WO#10756)
RECORDED JULY 3, 2003
MF#2003-3836 (SLIDE C-193B)
C.S. #12-163
- 3) SURVEY FOR GARY & DON BLANCHARD
BY HANER, ROSS & SPORSEEN
SEPTEMBER 1978
C.S. #D-15-6
- 4) SURVEY FOR D. BLANCHARD
BY DLC SURVEYING
SEPTEMBER 1981
C.S. #4-137
- 5) SURVEY FOR B. SIMPSON
BY DLC SURVEYING
DECEMBER 1981
C.S. #4-155
- 6) SURVEY FOR D. BLANCHARD
BY DLC SURVEYING
JUNE 1982
C.S. #5-017
- 7) TANAWASHEE SUBDIVISION, PHASE 1
FOR MOSIER HEIGHTS, LLC. BY
TENNESON ENGR. CORP. WO.#12754
RECORDED JUNE 30, 2015
DOC.#2015-002510 (SLIDE D-132A)
C.S. #18-089
- 8) PARTITION PLAT 2009-0022
FOR ROBERT C. THAYER BY
TENNESON ENGR. CORP. WO.#11399
RECORDED DECEMBER 11, 2009
DOC.#2009-005120 (SLIDE D-84A)
C.S. #16-080
- 9) TANAWASHEE SUBDIVISION, PHASE 2
FOR MOSIER HEIGHTS, LLC BY
TENNESON ENGR. CORP. WO.#15170
RECORDED JUNE 28, 2019
DOC.#2019-002145 (SLIDE D-171B)
C.S. #20-026
- 10) TANAWASHEE SUBDIVISION, PHASE 3
FOR MOSIER HEIGHTS, LLC BY
TENNESON ENGR. CORP. WO.#15170
RECORDED SEPTEMBER 8, 2020
DOC.#2020-003620 (SLIDE D-187B)
C.S. #20-113
- 11) SURVEY OF PROPERTY LINE ADJUSTMENT
FOR DWAIN BLANCHARD BY
TENNESON ENGR. CORP. WO#14473
FILED SEPTEMBER 2, 2015
C.S. #18-094

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 13, 1999
BENJAMIN B. BESEDA
50800

EXPIRES: 12/31/2023

ENGINEER / SURVEYOR:

TENNESON ENGINEERING CORP.
3775 CRATES WAY
The Dalles, Oregon. 97058
Ph. 541-296-9177
FAX 541-296-6657



SHEET 4 OF 6

W.O. #15865.plat_Ph4

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TANAWASHEE SUBDIVISION, PHASE 4

TAX LOTS 02N-11E-1CC 4000 AND 4100 (ACCT. 9 AND 7)
IN LOT 4, SECTION 1, TOWNSHIP 2 N., RANGE 11 E., W.M.
CITY OF MOSIER, WASCO COUNTY, OREGON
AUGUST 30, 2022

Document Number _____
Plat Number _____
Slide Number _____

WASCO COUNTY
SURVEYOR'S OFFICE
Survey No. _____
Filed _____
By _____

RECORDING INFORMATION

SPECIAL EXCEPTION LISTING:

THE FOLLOWING SPECIAL EXCEPTION LISTING IS BASED UPON AMERITITLE, INC., STATUS OF RECORD TITLE REPORT ISSUED AUGUST 2, 2022, UNDER ORDER No. 536706AM. THE NUMBERING FOLLOWS THAT WITHIN THE REPORT.

1. THE 2022-2023 TAXES: A LIEN NOT YET DUE OR PAYABLE. NOT A SURVEY MATTER. NOT FURTHER SHOWN OR NOTED ON THE MAP.
2. CITY LIENS, IF ANY, OF THE CITY OF MOSIER. NOT A SURVEY MATTER. NOT FURTHER SHOWN OR NOTED ON THE MAP.
3. THE RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE HEREIN DESCRIBED PROPERTY LYING WITHIN THE LIMITS OF PUBLIC ROADS, STREETS OR HIGHWAYS. NOT A SURVEY MATTER. NOT FURTHER SHOWN OR NOTED ON THE MAP.
4. AN EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED THEREIN AS SET FORTH IN INSTRUMENT GRANTED TO UNITED TELEPHONE COMPANY OF THE NORTHWEST, AN OREGON CORPORATION, ITS SUCCESSORS AND OR ASSIGNS, AS RECORDED MARCH 24, 1969, AT INSTRUMENT NO. 690406. THE MAJORITY OF THIS UTILITY FACILITY WAS RELOCATED WITH DEVELOPMENT OF THIS SUBDIVISION. THE REMAINING PORTION IS SHOWN ON THE MAP. EASEMENT WIDTH IS 10 FEET WITH ADDITIONAL WIDTH FOR GUY WIRES.
5. AN EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED THEREIN AS SET FORTH IN INSTRUMENT GRANTED TO UNITED TELEPHONE COMPANY OF THE NORTHWEST, AN OREGON CORPORATION, AS RECORDED MARCH 24, 1969, AT INSTRUMENT NO. 690407. THIS EASEMENT WAS 10 FEET IN WIDTH AND CENTERED ON THE LINE WITH ADDITIONAL WIDTH FOR GUY WIRES. THIS LINE WAS RELOCATED UNDERGROUND AS A PART OF THE PHASE 2 SUBDIVISION PLAT. CENTURYLINK, THE SUCCESSOR IN INTEREST, RELEASED THEIR INTEREST IN THIS EASEMENT IN DOCUMENT NO. 2019-001613. NOT FURTHER SHOWN OR NOTED ON THE MAP.
6. AN EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED THEREIN AS SET FORTH IN INSTRUMENT GRANTED TO ROBERT A. SIMPSON AND MABEL A. SIMPSON, HUSBAND AND WIFE, AS RECORDED MAY 12, 1971, AT INSTRUMENT NO. 710765.

AMENDED BY INSTRUMENT, AS RECORDED APRIL 24, 1989, AT INSTRUMENT NO. 890921.

AMENDED BY INSTRUMENT, AS RECORDED MAY 18, 1990, AT INSTRUMENT NO. 901882.

AMENDED BY INSTRUMENT, AS RECORDED MAY 11, 2015, AT INSTRUMENT NO. 2015001701.

THIS PRIVATE EASEMENT AND AMENDMENTS THERETO IS EXTINGUISHED BY THE DEDICATION OF PUBLIC STREETS THROUGH THE TANAWASHEE SUBDIVISION TO SERVE ADJOINING PROPERTIES. NOT FURTHER SHOWN OR NOTED ON THE MAP.

7. AN EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED THEREIN AS SET FORTH IN INSTRUMENT GRANTED TO CITY OF MOSIER, AS RECORDED FEBRUARY 6, 1979, AT INSTRUMENT NO. 790354. THIS EASEMENT IS FOR A WATERLINE. THE EASEMENT IS 5 FEET IN WIDTH AND IS LOCATED ALONG THE NORTHERN PORTION OF THE EAST LINE OF THE SUBJECT PROPERTY. IT IS SHOWN AND NOTED ON THE MAP.

8. AN EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED THEREIN AS SET FORTH IN INSTRUMENT GRANTED TO ROBERT M. SIMPSON AND MABEL A. SIMPSON AND THE CITY OF MOSIER, AS RECORDED APRIL 27, 1981, AT INSTRUMENT NO. 811067.

TERMINATION OF EASEMENT, AS RECORDED APRIL 20, 2015, AT INSTRUMENT NO. 2015001409.

AMENDMENT TO EASEMENT, AS RECORDED MAY 11, 2015, AT INSTRUMENT NO. 2015001700.

THIS PRIVATE EASEMENT AND AMENDMENTS THERETO IS EXTINGUISHED BY DEDICATION OF PUBLIC ROADWAYS THROUGH THE TANAWASHEE SUBDIVISION TO SERVE ADJOINING PROPERTIES. NOT FURTHER SHOWN OR NOTED ON THE MAP.

9. AGREEMENT AND THE TERMS AND CONDITIONS CONTAINED THEREIN BETWEEN THE CITY OF MOSIER AND R. M. SIMPSON. THE PURPOSE IS UTILITY AGREEMENT, AS RECORDED OCTOBER 21, 1981, AT INSTRUMENT NO. 812852. SIMPSON IS A FORMER OWNER OF THE SOUTH 1/2 OF THE WEST 1/3 OF GOVERNMENT LOT 4. THIS DOCUMENT INCLUDES A BLANKET EASEMENT OVER THE NORTH 1/2 OF THE WEST 1/3 AND MIDDLE 1/3 OF GOVERNMENT LOT 4. NONE OF THE UTILITY SERVICES REFERRED TO WITHIN THIS DOCUMENT REMAIN IN PLACE. NEITHER OF THE PRIVATE PARTIES IN THIS AGREEMENT RETAIN ANY INTEREST IN THE SUBJECT PROPERTIES. THIS DOCUMENT IS NOT FURTHER SHOWN OR NOTED ON THE MAP.

10. AN EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED THEREIN AS SET FORTH IN INSTRUMENT GRANTED TO ROBERT M. SIMPSON AND MABEL A. SIMPSON, AS RECORDED AUGUST 2, 1982, AT INSTRUMENT NO. 821591.

AMENDED BY INSTRUMENT, AS RECORDED OCTOBER 31, 2019, AT INSTRUMENT NO. 2019003716.

THIS PRIVATE EASEMENT AND AMENDMENT THERETO IS EXTINGUISHED BY THE DEDICATION OF PUBLIC ROADWAYS THROUGH THE TANAWASHEE SUBDIVISION TO SERVE ADJOINING PROPERTIES. NOT FURTHER SHOWN OR NOTED ON THE MAP.

11. AGREEMENT AND THE TERMS AND CONDITIONS CONTAINED THEREIN BETWEEN GARY BLANCHARD AND MARLENE BLANCHARD, HUSBAND AND WIFE, AND DON AND VONA BLANCHARD, HUSBAND AND WIFE. THE PURPOSE IS EASEMENT, AS RECORDED APRIL 23, 1984, AT INSTRUMENT NO. 840980.

AMENDED BY INSTRUMENT, AS RECORDED MAY 11, 2015, AT INSTRUMENT NO. 2015001702.

THIS PRIVATE EASEMENT AND AMENDMENT THERETO IS EXTINGUISHED BY THE DEDICATION OF PUBLIC ROADWAYS THROUGH THE TANAWASHEE SUBDIVISION TO SERVE ADJOINING PROPERTIES. NOT FURTHER SHOWN OR NOTED ON THE MAP.

12. AGREEMENT AND THE TERMS AND CONDITIONS CONTAINED THEREIN BETWEEN DWAIN D. BLANCHARD AND CARMELLETTA J. BLANCHARD AND DON L. BLANCHARD AND VONA M. BLANCHARD. THE PURPOSE IS ROADWAY MAINTENANCE, AS RECORDED MAY 2, 1984, AT INSTRUMENT NO. 841064. THIS PRIVATE AGREEMENT IS EXTINGUISHED BY THE DEDICATION OF PUBLIC ROADWAYS THROUGH THE TANAWASHEE SUBDIVISION. NOT FURTHER SHOWN OR NOTED ON THE MAP.

13. AN EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED THEREIN AS SET FORTH IN INSTRUMENT GRANTED TO PACIFIC POWER AND LIGHT COMPANY, A CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS, AS RECORDED JULY 27, 1988, AT INSTRUMENT NO. 882159. THIS EASEMENT COVERED OVERHEAD POWER LINES THAT RAN ON TO THE SUBJECT PROPERTY FROM OREGON STREET TO THE NORTH. THE MAJORITY OF THIS OVERHEAD FACILITY HAS BEEN RUN UNDERGROUND AND LIES WITHIN EASEMENTS OR DEDICATED ROADWAYS FOR THE TANAWASHEE SUBDIVISION. THE REMAINING PORTION OF THIS LINE AND EASEMENT IS SHOWN ON THE MAP NEAR THE EAST TERMINUS OF BLANCHARD BOULEVARD.

14. AN EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED THEREIN AS SET FORTH IN INSTRUMENT GRANTED TO DWAIN D. BLANCHARD AND CARMELLATA JO BLANCHARD, HUSBAND AND WIFE, AS RECORDED OCTOBER 26, 1990, AT INSTRUMENT NO. 903834.

AMENDED BY INSTRUMENT, AS RECORDED MAY 11, 2015, AT INSTRUMENT NO. 2015001703.

THIS PRIVATE EASEMENT AND AMENDMENT THERETO IS EXTINGUISHED BY THE DEDICATION OF PUBLIC ROADWAYS THROUGH THE TANAWASHEE SUBDIVISION TO SERVE ADJOINING PROPERTIES. NOT FURTHER SHOWN OR NOTED ON THE MAP.

15. INTENTIONALLY DELETED.

16. EASEMENTS AS SHOWN ON THE PARTITION PLAT NO. 2003-11. NO EASEMENTS REMAIN FROM THIS PARTITION ON THE SUBJECT PROPERTY.

17. DEDICATION OF PUBLIC EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED THEREIN AS SET FORTH IN INSTRUMENT RECORDED APRIL 4, 2006, AT INSTRUMENT NO. 2006001984. THIS EASEMENT WAS RELATED TO FIFTH AVENUE, WHICH IS NOT A PART OF THIS SUBDIVISION PHASE. NOT FURTHER SHOWN OR NOTED ON THE MAP.

18. AN EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED THEREIN AS SET FORTH IN INSTRUMENT GRANTED TO MOSIER BLUFFS, LLC, AN OREGON LIMITED LIABILITY COMPANY, AS RECORDED NOVEMBER 23, 2010, AT INSTRUMENT NO. 2010004265. THIS EASEMENT WAS RELATED TO FIFTH AVENUE, WHICH IS NOT A PART OF THIS SUBDIVISION PHASE. NOT FURTHER SHOWN OR NOTED ON THE MAP.

19. ORDINANCE NO. 163, INCLUDING THE TERMS AND PROVISIONS THEREOF, AS RECORDED JANUARY 27, 2014, AT INSTRUMENT NO. 2014000230. THIS ORDINANCE APPROVED THE NAMING OF ASHER STREET SHOWN HEREON AND IN PREVIOUS SUBDIVISION PHASES.

20. ORDINANCE NO. 164, INCLUDING THE TERMS AND PROVISIONS THEREOF, AS RECORDED JANUARY 27, 2014, AT INSTRUMENT NO. 2014000231. THIS ORDINANCE APPROVED THE NAMING OF FIFTH AVENUE AS SHOWN ON THE PHASES 1, 2, AND 3 SUBDIVISION PLATS.

21. ORDINANCE NO. 165, INCLUDING THE TERMS AND PROVISIONS THEREOF, AS RECORDED JANUARY 27, 2014, AT INSTRUMENT NO. 2014000232. THIS ORDINANCE APPROVED THE NAMING OF BLANCHARD BOULEVARD AS SHOWN ON THIS AND PREVIOUS PHASES OF THE TANAWASHEE SUBDIVISION.

22. AN EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED THEREIN AS SET FORTH IN INSTRUMENT GRANTED TO CITY OF MOSIER, AS RECORDED APRIL 22, 2014, AT INSTRUMENT NO. 2014001237. THIS EASEMENT DOES NOT LIE WITHIN THE PHASE 4 SUBDIVISION PLAT. NOT FURTHER SHOWN OR NOTED ON THE MAP.

23. COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, DISABILITY, HANDICAP, FAMILIAL STATUS, MARITAL STATUS, ANCESTRY, NATIONAL ORIGIN OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS RECORDED JUNE 23, 2015, AT INSTRUMENT NO. 2015002401.

AND RECORDED NOVEMBER 12, 2015, AT INSTRUMENT NO. 2015004466.

AMENDED BY INSTRUMENT, AS RECORDED FEBRUARY 22, 2017, AT INSTRUMENT NO. 2017000619.

AMENDED BY INSTRUMENT, AS RECORDED JUNE 28, 2019, AT INSTRUMENT NO. 2019002146.

AMENDED BY INSTRUMENT, AS RECORDED DECEMBER 27, 2019, AT INSTRUMENT NO. 2019-004417.

THESE DOCUMENTS ENCUMBER THE PHASE 4 PLAT AREA. THEY ARE NOT FURTHER SHOWN OR NOTED ON THE MAP.

24. BYLAWS, INCLUDING THE TERMS AND PROVISIONS THEREOF AND THE RIGHT TO LEVY CERTAIN CHARGES AND ASSESSMENTS AGAINST THE SUBJECT PROPERTY, AS RECORDED FEBRUARY 22, 2017, AT INSTRUMENT NO. 2017000620.

AMENDED BY INSTRUMENT, AS RECORDED DECEMBER 7, 2018, AT INSTRUMENT NO. 2018004358.

THESE DOCUMENTS ENCUMBER THE PHASE 4 PLAT AREA. THEY ARE NOT FURTHER SHOWN OR NOTED ON THE MAP.

25. AN EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED THEREIN AS SET FORTH IN INSTRUMENT GRANTED TO CITY OF MOSIER, AS RECORDED MARCH 29, 2019, AT INSTRUMENT NO. 2019000866. THIS EASEMENT IS FOR PHASE 2 SLOPE EASEMENTS. THESE EASEMENT AREAS ARE NOT A PART OF THE CURRENT PHASE. NOT FURTHER SHOWN OR NOTED ON THE MAP.

26. WAIVER OF REMONSTRANCE, INCLUDING THE TERMS AND PROVISIONS THEREOF, AS RECORDED MARCH 29, 2019, AT INSTRUMENT NO. 2019000867. THE WAIVER ENCUMBERS THE PHASE 4 PLAT AREA. NOT FURTHER SHOWN OR NOTED ON THE MAP.

27. MATTERS AS SHOWN ON THE OFFICIAL PLAT OF SAID LAND. MATTERS FROM THE PHASE 2 SUBDIVISION PLAT PERTINENT TO THIS PHASE ARE SHOWN OR NOTED ON THE MAP.

28. THE INTEREST OF BLOCK NINE, LLC, DISCLOSED BY INSTRUMENT, AS RECORDED JUNE 29, 2020, AT INSTRUMENT NO. 2020-002443.

NOTE: SAID DOCUMENT PROPORTS TO CONVEY AN INTEREST IN THE E1/3 OF GOVERNMENT LOT 4, BUT DESCRIBES A PORTION OF GOVERNMENT LOT 5.

THIS DEED WAS FOR A PROPERTY LINE ADJUSTMENT RELATED TO THE PHASE 3 SUBDIVISION PLAT. THE ADJUSTMENT AREA IS SHOWN ON THE MAP, IT DOES NOT ADJOIN PHASE 4. THE TITLE REPORT DOES NOT EXCEPT OUT THE ADJUSTMENT AREA, IT IS EXCEPTED OUT IN THE SURVEYOR'S CERTIFICATE.

29. AN EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED THEREIN AS SET FORTH IN INSTRUMENT, AS RECORDED OCTOBER 7, 2020, AT INSTRUMENT NO. 2020-004097. THIS PRIVATE EASEMENT IS SHOWN AND NOTED ON THE MAP. IT LIES AT THE NORTHEAST CORNER OF THE SUBJECT PROPERTY ADJOINING FIFTH AVENUE.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 13, 1999
BENJAMIN B. BESEDA
50800

EXPIRES: 12/31/2023

ENGINEER / SURVEYOR:

TENNESON ENGINEERING CORP.
3775 CRATES WAY
The Dalles, Oregon. 97058
Ph. 541-296-9177
FAX 541-296-6657



TANAWASHEE SUBDIVISION, PHASE 4

TAX LOTS 02N-11E-1CC 4000 AND 4100 (ACCT. 9 AND 7)
IN LOT 4, SECTION 1, TOWNSHIP 2 N., RANGE 11 E., W.M.
CITY OF MOSIER, WASCO COUNTY, OREGON
AUGUST 30, 2022

WASCO COUNTY
SURVEYOR'S OFFICE

Survey No. _____

Filed _____

By _____

RECORDING INFORMATION

Document Number _____

Plat Number _____

Slide Number _____

OWNER:

MOSIER HEIGHTS, LLC
1421 SOUTH MILITARY ROAD
PORTLAND, OREGON 97219
STEVE BACHELDER, MANAGER

DECLARATION:

MOSIER HEIGHTS, LLC, AS OWNERS OF THE LAND SHOWN ON THE PLAT HEREUNTO ATTACHED AND MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE ALSO HEREUNTO ATTACHED CREATE THE PRIVATE EASEMENTS, AND DEDICATE AND CONVEY TO THE PUBLIC FOREVER THE ROAD RIGHT OF WAY, PUBLIC UTILITY AND SLOPE EASEMENTS SHOWN ON SUCH PLAT AND ALL UTILITY AND ROAD INFRASTRUCTURE THEREIN AND DECLARE THE PLAT OF "TANAWASHEE SUBDIVISION, PHASE 4" TO BE SUBDIVIDED IN ACCORDANCE WITH THE PROVISIONS OF ORS CHAPTER 92 AND THE CITY OF MOSIER SUBDIVISION ORDINANCE AS LOCATED IN GOVERNMENT LOT 4 OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, CITY OF MOSIER, WASCO COUNTY, OREGON.

STEVE BACHELDER, MANAGER MOSIER HEIGHTS, LLC

ACKNOWLEDGEMENT:

ON THIS _____ DAY OF _____, 2022 BEFORE ME A NOTARY PUBLIC FOR THE STATE OF OREGON, APPEARED STEVE BACHELDER, MANAGER OF MOSIER HEIGHTS, LLC, KNOWN TO ME PERSONALLY, WHO BEING FIRST DULY SWORN, SAID THAT HE DID ACKNOWLEDGE THIS INSTRUMENT OF HIS FREE AND VOLUNTARY ACT.

NOTARY SIGNATURE _____

NOTARY PUBLIC PRINTED NAME _____

STATE OF _____

COUNTY OF _____

COMMISSION No. _____

MY COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATE:

I, BENJAMIN B. BESEDA, REGISTERED LAND SURVEYOR NO. 50800 IN THE STATE OF OREGON BEING FIRST DULY SWORN, DEPOSE AND SAY THAT I HAVE CORRECTLY EXECUTED AND MARKED WITH PROPER MONUMENTS, ACCORDING TO ORS CHAPTER 92 AND THE CITY OF MOSIER ZONING ORDINANCE, A SUBDIVISION LYING IN LOT 4, SECTION 1, TOWNSHIP 2 NORTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, CITY OF MOSIER, WASCO COUNTY, OREGON. THE INITIAL POINT FOR SAID SUBDIVISION IS THE 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "B BESEDA PLS 50800" FOUND AT THE NORTHEAST CORNER OF THE SUBJECT PROPERTY AS SET IN THE TANAWASHEE SUBDIVISION PHASE 2, SAID INITIAL POINT LIES ON THE EAST LINE OF SAID LOT 4 AND BEARS SOUTH 89°13'44" EAST 1,570.61 FEET AND THENCE SOUTH 00°53'29" WEST 121.68 FEET FROM THE SOUTHWEST CORNER OF THE MOSIER D.L.C. THE PLATTED PROPERTY IS DESCRIBED AS FOLLOWS:

THE EAST 1/3, THE MIDDLE 1/3, AND NORTH 1/2 OF THE WEST 1/3 OF SAID LOT 4.

EXCEPTING THEREFROM PHASES 1, 2, AND 3 OF THE TANAWASHEE SUBDIVISION.

ALSO EXCEPTING THEREFROM THAT TRACT OF LAND DESCRIBED IN DOCUMENT NO. 2020-002443, DEED RECORDS OF WASCO COUNTY.

CONTAINS 12.01 ACRES.

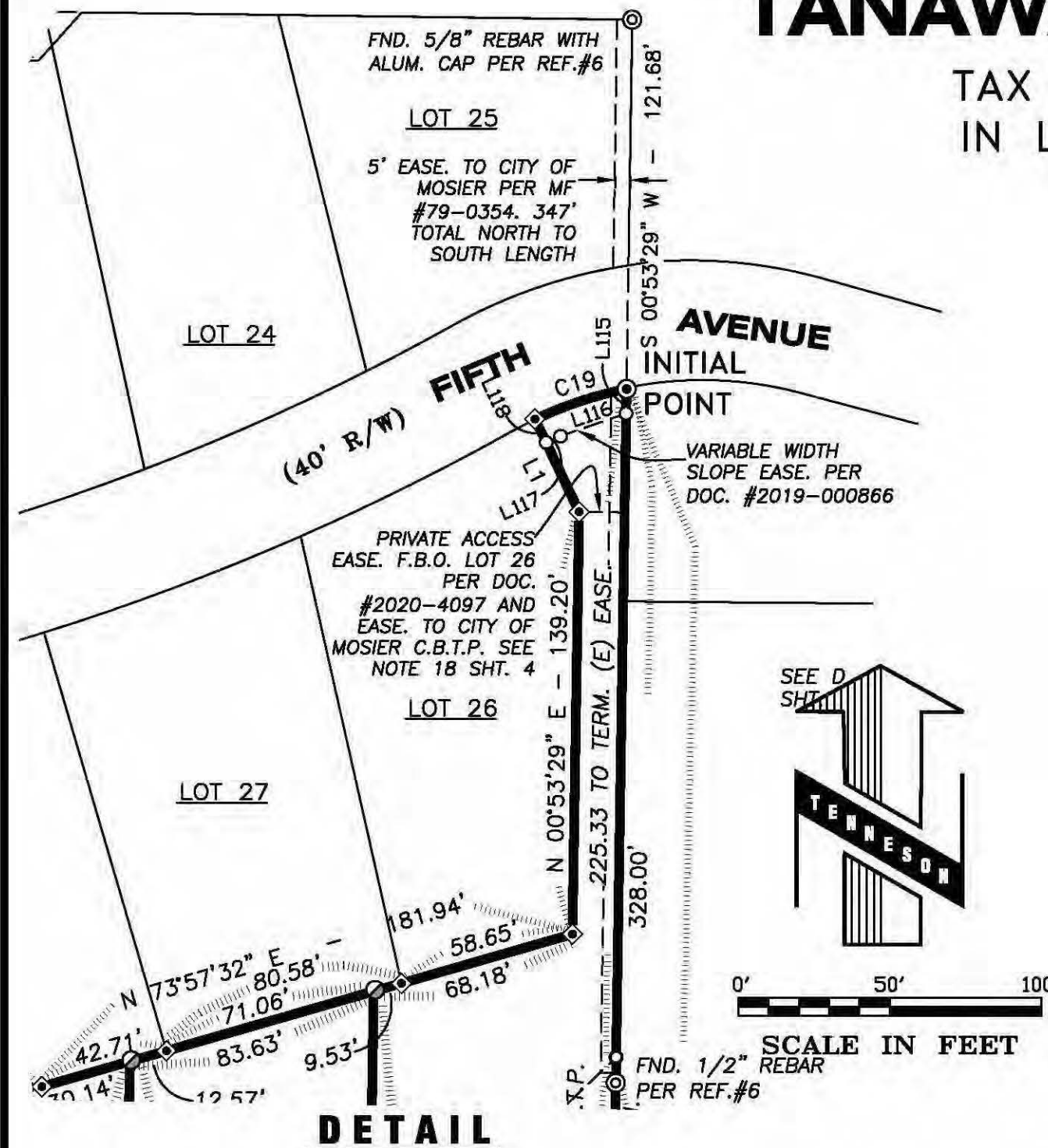
NARRATIVE:

THE PURPOSE OF THIS SURVEY WAS TO COMPLETE A SUBDIVISION OF TAX LOTS 02N-11E-01CC 4000 AND 4001 LYING IN LOT 4, SECTION 1, TOWNSHIP 2 NORTH, RANGE 11 EAST, W.M. THE SUBDIVIDED PROPERTY WILL BE KNOWN AS "TANAWASHEE SUBDIVISION, PHASE 4". PRIOR TO COMPLETING THE FIELD WORK AND MAPPING NECESSARY FOR THIS SURVEY, RESEARCH WAS MADE TO OBTAIN A COPY OF A CURRENT TITLE REPORT FOR THE SUBJECT PROPERTY TO VERIFY OWNERSHIP, EASEMENTS, AND OTHER ENCUMBRANCES OF RECORD AND TO OBTAIN COPIES OF PRIOR SURVEYS AND PLATS COMPLETED ON OR IN THE VICINITY OF THE SUBJECT PROPERTY. PRIOR SURVEYS OR PLATS UTILIZED AS A PART OF THE RESOLUTION SHOWN HEREON ARE LISTED AS REFERENCES. THE SUBJECT PROPERTY HAS BEEN SUBJECT TO SEVERAL PRIOR SURVEYS INCLUDING THE PLATS OF THE TANAWASHEE SUBDIVISION, PHASES 1, 2, AND 3, AND OTHER SURVEYS AND PLATS ON ADJOINING LAND.

IN THE FIELD FOR THIS SUBDIVISION, MONUMENTS OF RECORD WERE RECOVERED AT THE SOUTHEAST AND SOUTHWEST CORNERS OF THE SUBJECT PROPERTY AS SHOWN, AS WELL AS ALONG THE PERIMETER ADJOINING PHASES 2 AND 3 OF THE TANAWASHEE SUBDIVISION. THESE MONUMENTS WERE ALL FOUND TO CLOSELY MATCH RECORD DIMENSION AND WERE HELD AS FOUND. THE RESOLVED BOUNDARY DIMENSIONS IDENTICALLY MATCH THAT SHOWN FOR THE REMAINDER TRACT ON THE PHASE 3 SUBDIVISION PLAT. THIS COMPLETED THE RESOLUTION FOR THE EXTERIOR BOUNDARY OF THE SUBJECT PROPERTY. IT WAS THEN DIVIDED INTO 20 LOTS AS SHOWN. THE REMAINDER IS DESIGNATED AS TRACT "C".

THIS PLAT DEDICATES THE RIGHTS-OF-WAY FOR ASHER STREET, BLANCHARD BOULEVARD, AND COYOTE COURT AS SHOWN. IT ALSO CREATES THE VARIOUS PUBLIC UTILITY, PRIVATE ACCESS, AND PEDESTRIAN EASEMENTS SHOWN HEREON. MONUMENTATION WAS COMPLETED AS SHOWN FOR THE NEWLY CREATED LOTS AND PUBLIC RIGHTS-OF-WAY.

SET MONUMENTS ARE 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "B BESEDA PLS 50800" UNLESS NOTED OTHERWISE.



APPROVALS:

I, JILL AMERY, ASSESSOR AND TAX COLLECTOR OF WASCO COUNTY, OREGON, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT OF "TANAWASHEE SUBDIVISION, PHASE 4" IN THE CITY OF THE MOSIER, WASCO COUNTY, OREGON, AND THAT THE NAME ADOPTED FOR SAID PLAT IS A PROPER NAME AND NOT INCLUDED IN ANY OTHER SUBDIVISION IN WASCO COUNTY AND FURTHER CERTIFY THAT ALL TAXES AND ASSESSMENTS DUE OR WILL BECOME DUE THEREON DURING THE CALENDAR YEAR HAVE BEEN FULLY PAID AS REQUIRED BY LAW AND I HEREBY APPROVE SAID PLAT.

WASCO COUNTY ASSESSOR AND TAX COLLECTOR _____ DATE _____

I HEREBY CERTIFY THIS PLAT OF "TANAWASHEE SUBDIVISION, PHASE 4" IN WASCO COUNTY, OREGON WAS EXAMINED AND APPROVED AS OF THIS _____ DAY OF _____, 2022.

WASCO COUNTY SURVEYOR _____ DATE _____

THIS PLAT OF "TANAWASHEE SUBDIVISION, PHASE 4" IN THE CITY OF MOSIER, WASCO COUNTY, OREGON WAS EXAMINED AND APPROVED BY:

WASCO COUNTY COMMISSIONER _____ DATE _____

WASCO COUNTY COMMISSIONER _____ DATE _____

WASCO COUNTY COMMISSIONER _____ DATE _____

MANAGER, CITY OF MOSIER _____ DATE _____

ENGINEER / SURVEYOR:

TENNESON ENGINEERING CORP.
3775 CRATES WAY
The Dalles, Oregon. 97058
Ph. 541-296-9177
FAX 541-296-6657



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 13, 1999
BENJAMIN B. BESEDA
50800

EXPIRES: 12/31/2023

SHEET 6 OF 6

W.O. #15865.plat_Ph4



DISCUSSION ITEM

OIB Appointment Recommendation

[ROD COLE APPLICATION](#)

[ROD COLE RESUME](#)

[LETTER OF RECOMMENDATION TO THE STATE](#)

Question	Answers
Appointment type.	New Appointment
If known, what is the position you are applying for? (i.e., Registered Nurse, Position 4, Local Government Representative, etc.)	Oregon Investment Board
Please provide a short personal biography. (limit 250 characters)	<p>Rod Cole has 26 years in the banking industry holding many rolls including Personal Banker, Sales manager, business and consumer lending officer, VP Senior Financial advisor and Branch Manager.</p> <p>Raised in a small farming community in Eastern Oregon, Mr. Cole learned the value of hard work and the importance of personal relationships within a community. Having been married for 28 years with 4 daughters, Mr. Cole loves spending free time with his family and has a passion for scuba diving, archery, fishing and mountain biking. He has volunteered his time to the community as a School board member for the Gladstone School District Mr. Cole served as a board member with the Gladstone Education Foundation and has previous experience with many community organizations including the Wilsonville and North Clackamas Chambers. He has held positions as an executive board member with West Linn Chamber, served as Treasurer at Milwaukie Covenant Church, and Executive board member with the Wilsonville Rotary, and is currently involved with The Dalles Lions, Kiwanis and Rotary.</p>
Why are you interested in serving on this board/commission? (limit 500 characters)	I believe in the Mission statement of the organization to create Jobs, Training and Development, expanding the economy and providing alternative financing to meet the needs of the community.
If you are selected to serve on this board/commission, what opportunities do you see for this board/commission to address diversity, equity and inclusion? (limit 500 characters)	Collaboration with Gorge communities and organizations to promote opportunities to strengthen workforce skills, tourism, manufacturing and growth in new businesses providing added value to the vision of the communities future development.
What does diversity, equity and inclusion mean to you? (limit 500 characters)	Providing services to include all members of the regional community to support an overall growth and development plan for the future.

ROD COLE

901 E 18th The Dalles, OR 98058

(503)577-1845 * colers2@yahoo.com

FINANCIAL SERVICES LEADER

Accomplished sales leader experienced in contributing to the fiscal success of financial services organizations through a consultative, needs based approach. Strategies for excellence include business development, community service and staff development assuring an exceptional customer service experience.

LICENSES AND CERTIFICATIONS

Series 7 – Series 63 & 65 – Life and Health Insurance – NMLS – Notary Public

PROFESSIONAL EXPERIENCE

Columbia State Bank

Branch Manager II The Dalles, OR

Aug 2021 - Present

Responsible for:

- All branch staff providing an exceptional client experience with Columbia Bank.
- Business development, outside calling, introducing Columbia Bank to the community.
- Insuring all operational standard and compliance are followed at all times.
- Accomplishing all financial goals set for the branch.
- Coaching/mentoring each staff member on an individual basis.

Branch Manager II Goldendale, WA

May 2020 – Aug 2021

Responsible for:

- All branch staff providing an exceptional client experience with Columbia Bank.
- Business development, outside calling, introducing Columbia Bank to the community.
- Insuring all operational standard and compliance are followed at all times.
- Accomplishing all financial goals set for the branch.
- Coaching/mentoring each staff member on an individual basis.

Branch Manager II 122nd & Airport Way

August 2019 – May 2020

Responsible for:

- All branch staff providing an exceptional client experience with Columbia Bank.
- Business development, outside calling, introducing Columbia Bank to the community.
- Insuring all operational standard and compliance are followed at all times.
- Accomplishing all financial goals set for the branch.
- Coaching/mentoring each staff member on an individual basis.

Personal Banker III

March 2017 – August 2019

- Provide lending services to commercial and consumer clientele.
- Business development, procured and develop new business relationships.
- Cultivate centers of influence and referral sources through networking with likeminded business owners.
- Analyze financial information prior to submitting loan requests for central underwriting.
- Deepen existing relationship with Columbia Bank clients through cross sales of bank product.

CUSO Financial Services, Portland, Oregon

July 2015 – April 2016

Wealth Management Services, Financial Advisor

PACIFIC NW FEDERAL CREDIT UNION

- Providing a goals based sales approach to the financial future of the Credit Union members
- Making Investment recommendations for solutions that meet the needs of the members.
- Deliver proactive financial planning services through Money Guide Pro, customized investment portfolios, insurance services, legacy and estate planning.
- Partnering with branch staff providing ongoing product training and increasing referrals.
- Collaboration with the Credit Union marketing & executive team to expand and deepen the overall client experience.

Bank of the West, Portland, Oregon

February 2014 – July 2015

SENIOR PRIVATE CLIENT ADVISOR

- Dedicated to the growth and preservation of my clients' overall financial health.
- Provide proactive financial planning services through investments, insurance products, trust services and credit strategies.
- Work collaboratively with six retail offices in the Portland metropolitan area and seven additional branches in the Boise, Idaho market.
- Provide product training and partner with the Business Banking and Insurance groups as well as mortgage representatives to expand and deepen the overall client experience.

SALES MANAGER

February 2013 - February 2014

- Managed a team of four outside sales officers in addition to accomplishing my individual production goals.
- Directed weekly sales meetings.
- Conducted performance evaluations, product training and reported team production results.
- Assisted with initial profiling processes, loan closings and attended client meetings with more complex needs.

FINANCIAL SERVICES OFFICER

February 2006 - February 2013

- Assumed primary leadership responsibilities from 2006 to 2011 for a dual branch management system.
- Performed all quarterly and year-end branch performance evaluations.
- Developed strategic plans for deposit growth, loan growth and investment sales.
- Procured and developed new client relationships while cultivating centers of influence and referral sources.
- Analyzed financial information per lending guidelines prior to submitting loan requests to central underwriting.

- Maintained overall responsibility for all branch sales activity, business development and growth management for the West Linn branch of Bank of the West

Sterling Savings Bank, Wilsonville, Oregon

June 2004 – February 2006

PERSONAL BANKER II – CONSUMER & COMMERCIAL LOAN OFFICER

- Participated in outside business development including sales calls, telemarketing and developing referrals through community service organizations.
- Successful in effective cross-sell of all bank services to new and existing customers.
- Interviewed loan applicants, gathering the required information for credit applications, discussed loan strategies, rates, terms and collateral requirements.
- Analyze personal financial statements and tax returns to insure the highest probability of gaining an approval on request.

COMMUNITY INVOLVEMENT

Gladstone School District, Board of Directors	2006 – 2017 (2012-2013 Chairman)
Gladstone Education Foundation, Board of Directors	2002-2012
North Clackamas Chamber of Commerce	2001-2013
West Linn Chamber of Commerce, Board of Directors	2007-2013
Gladstone and Wilsonville Rotary	2001- 2007 (2003-2005 Treasurer)
Milwaukie Covenant Church, Treasurer	1994 - Current (2005-2009 Treasurer)
Kruse Way Rotary	2017- Current
North Clackamas Chamber	2017 - Current



BOARD OF COUNTY COMMISSIONERS

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

Pioneering pathways to prosperity.

Executive Appointments
Office of the Governor
900 Court Street NE
Salem, OR 97301-4075

September 7, 2022

RE: Wasco County OIB Representative Appointment

Jill Amery completes her final term on the Oregon Investment Board will expire in December, 2022. We thank Ms. Amery for her exemplary service and put forward our recommendation for Rod Cole to be appointed to the vacated position. As a manager of one of our local Columbia Bank Branches, Mr. Cole is well qualified to represent Wasco County on the OIB. We support his appointment and ask that Mr. Cole be appointed to the Columbia River Gorge Oregon Investment Board.

Respectfully,
Wasco County Board of Commissioners

Kathleen B. Schwartz, Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner

Enclosures: Rod Cole, OIB Application
Rod Cole, Resume



DISCUSSION ITEM

Columbia Land Trust Letter of Support

[STAFF MEMO](#)

[LETTER OF SUPPORT](#)



MEMORANDUM

SUBJECT: Columbia Land Trust Letter of Support

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: AUGUST 29, 2022

BACKGROUND INFORMATION:

Last year the Wasco County Board of Commissioners provided a letter of support for a federal Forest Legacy Program grant to purchase of a conservation easement that will maintain working forests in Wasco County and help the City of The Dalles purchase a portion of the South Fork Mill Creek to protect its drinking water. ODF decided not to advance that application to the national level because the SDS sale had not been finalized by the time of the application deadline. Columbia Land Trust is reapplying this year and is requested a renewed letter of support from the Wasco County Board of Commissioners. The letter included in the Packet is identical to the letter approved by the Board in 2021 with the exception of the dates.



BOARD OF COUNTY COMMISSIONERS

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

Pioneering pathways to prosperity.

Amy Singh, Forest Legacy Program Coordinator
Oregon Department of Forestry
2600 State Street
Salem, Oregon 97310

September 7, 2022

RE: Support for the Columbia Gorge Forest FY 2024 Forest Legacy Project

Dear Ms. Singh,

We are writing in strong support of the Columbia Gorge Forest, Forest Legacy project. The Columbia Gorge Forest will ensure Wasco County's working timberland base remains working forest through a conservation easement; conserve municipal drinking water and wildlife habitat through fee acquisition; and include additional areas of important and uncommon oak habitat as match land.

The project is located within the ceded lands of the Confederated Tribes of Warm Springs and is adjacent to multiple public land ownerships—from The City of The Dalles, to the Hood River County Forest, Oregon Department of Fish and Wildlife habitat lands, and the Mt. Hood National Forest. It conserves a continuous forested landscape that supports a thriving timber economy by providing timber to three local mills and supporting local forest-based jobs; it protects an important migratory corridor for both big game and migratory birds; and it enhances a vibrant recreation economy.

Important to our County's largest metropolitan area, The Dalles, the project protects the last remaining portion of the Municipal Watershed that is not in a protected status, and prevents development along 60 miles of streams, which will help maintain water flow essential for recovery of federally listed salmon and steelhead.

Wasco County has a deep history of sustainable resource management. This Forest Legacy project will play a vital role in maintaining what previous generations have built for future generations to come. We encourage the Forest Legacy Program's support for this important project.

Sincerely,
Wasco County Board of Commissioners

Kathleen B. Schwartz, Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner



CONSENT AGENDA

[MINUTES: 8.17.2022 REGULAR SESSION MINUTES](#)



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
AUGUST 17, 2022**

Room 302, Wasco County Courthouse

This meeting was also held on Zoom

<https://wascocounty-org.zoom.us/j/3957734524>

or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: **3957734524#**

PRESENT: Kathy Schwartz, Chair
Steve Kramer, Vice-Chair
Scott Hege, County Commissioner

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

Chair Schwartz opened the session at 9:00 a.m.

Discussion Item – Rock Crushing Agreement

Public Works Director Arthur Smith said that this is a standard agreement, vetted by County Counsel, between McFarlane Enterprises and Wasco County to crush rock at the County-owned Harvey Pit.

Commissioner Hege asked what they are crushing. Mr. Smith replied that they will be crushing maintenance rock for our 410 miles of gravel road and shoulder work.

Commissioner Hege asked if there is there reject material. Mr. Smith said that the Harvey Pit produces a lot of quality material so there is no reject material.

Commissioner Hege asked how many pits the County owns. Mr. Smith answered that there are 4 that we use regularly, but more than a dozen permitted pits have been established over the years. When the County was building roads they would establish pits near road development to service the work. Some of them now have proximity to farms and residential so we would not use those unless there was an emergency. When we had the 1996 flood, we used every available resource. We need to maintain ownership for emergency use. We now have access to Priddy pit in antelope; we did not have that before and had to truck rock from Wamic to service that area. We are working with that group to improve the road system in that area. We don't own the Priddy pit but are the only ones permitted to use it. It is a public benefit so we are not making any royalty payments but we want to be good neighbors and maintain it in such a way that it could be recovered if no longer needed.

Commissioner Hege commented that there is a pit south of Pine Grove almost on the border of Warm Springs. Mr. Smith stated that is the Kelly Springs pit which is accessed by the State and Wasco County as well as a private interest; it is a large site. Commissioner Hege noted that the County owns a piece of property there. Mr. Smith confirmed saying that it is about 60 acres.

{{{Vice-Chair Kramer moved to approve the agreement between Wasco County and McFarlane Excavation to crush and stockpile aggregate rock. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion Item – Legal Notices Contract

Ms. Clark explained that this is an annual agreement with the Columbia Gorge News that stabilizes the price for legal notices. The cost has increased by a little more than 3% this year.

{{{Commissioner Hege moved to approve the 2022/2023 contract with Columbia Gorge News for the publication of legal notices for Wasco County. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Discussion Item – Resolution Center MOU

Sheriff Magill explained that this is part of the project to build a residential and a secure residential treatment facility as part of the Columbia Gorge Resolution Center (CGRC). As part of the grant requirements, we needed to contract with a provider to manage the planning grant which includes a study to identify those who are underserved and would be better served by the Center. The MOU is to pass through the funding from the State to Columbia Care Services (CCS). The grant and study ended June 30th; this will clean up the final details to compensate Columbia Care Services for the work they have done. County Counsel Kristen Campbell added that she negotiated with CCS to make this an agreement rather than a Memorandum of Understanding (MOU).

Vice-Chair Kramer pointed out a typo in the second line on the first page of the agreement – CGCRC needs to be corrected to be CGRC.

Chair Schwartz asked about the timing of the work beginning in March of 2022. Sheriff Magill explained that the grant work began in March has been completed. In fact, we should know soon if we are going to be awarded the \$11.5 million to complete the project. We could break ground next spring or summer. We have already received \$4.5 million through the Christmas Tree Bill. Because it is a regional project, we want to make sure we do not get into a situation where

we are doing all the management without some measure of control. This month we hope to have an agreement between the State, Columbia Care and Wasco County to pass through funding to Columbia Care to manage the project.

Commissioner Hege noted that the termination date is blank. Ms. Campbell said she will work with CCS to make the appropriate revisions.

Chair Schwartz asked Sheriff Magill to explain a little more about the Resolution Center project. Sheriff Magill explained that the project is in sync with plans the hospital has. The 16-bed Secure Residential Treatment Facility (SRTF) will be where law enforcement can take folks in crisis to be in a secure facility for stabilization. He explained that most of the people they encounter just need to be stabilized. Folks can also walk in and stay for up to 23 hours. The Residential Care Facility (RTF) is for longer term care. Creekside is an RTF that has been operating here for 20 years; folks there will transfer to the new facility. The SRTF and RTF will be separate buildings; collocating them complicates the process and the care. MCMC will also have a separate facility. The RTF will be easier and quicker to build.

Vice-Chair Kramer said he has been participating in this process. There is a lot of work going on and 3 counties involved – Wasco, Hood River and Sherman.

Mark Fortin of The Dalles asked where the Center would be located. Vice-Chair Kramer replied that they are still working on that.

Veterans Service Officer Russell Jones commented that this will fill a need for area veterans who currently have to get on waiting lists to access facilities in Vancouver or White City.

{{{Commissioner Hege moved to approve the agreement between Wasco County and Columbia Care Services for Columbia Gorge Resolution Center Project Development Management Services with the acronym correction and termination date included. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Consent Agenda – 8.3.2022 & 8.8.2022 Minutes
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{{{Vice-Chair Kramer moved to approve the Consent Agenda. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item – Veterans Services Advisory Committee (VSAC)

VSAC Chair Mark Fortin said that the purpose of the VSAC is to come up with ideas and help find solutions for Wasco County veterans. He reviewed the presentation (attached).

Chair Schwartz asked what CHAMP VA is. Mr. Jones stated that it is medical insurance for the dependents of a veteran who is rated permanently and totally disabled due to a service-connected disability, or was rated permanently and totally disabled due to a service-connected condition at the time of death, or died of a service-connected disability, or died on active duty and the dependents are not otherwise eligible for Department of Defense TRICARE benefits.

Mr. Jones explained that Board of Veterans Affairs (BVA) hearings are non-confrontational. The veteran and/or their representative make their case before a Judge who makes the decision. An appeal takes approximately 4-6 years with a 1-2 year wait for a hearing date. That is why the Veterans Service Office works so hard on the initial claim to circumvent the need for an appeal.

Commissioner Hege said that of 27 appeals, 5 went to hearings. Mr. Jones explained that the 5 that went to hearings had been appealed years ago. Commissioner Hege concluded that not all appeals go to a hearing. Mr. Jones concurred.

Mr. Fortin stated that the Veterans' Coffee is a new monthly program for veterans to meet and create relationships and community. It is an effort to help prevent suicide. Generally 8-10 veterans show up along with the Veterans Service Officers.

Chair Schwartz commented that the outreach being done is robust and seems to have made good progress. She commended them on the work they have done.

Mr. Jones said that the Klickitat County VSO has retired and we are getting a lot of traffic from there. They answer what questions they can and send them to Vancouver as we are not allowed to work on their behalf. Mr. Stone added that the State of Oregon does not want us spending Oregon dollars on Washington clients.

Commissioner Hege pointed out that we used to have a lot of Klickitat overflow.

He asked if Mr. Jones knows the status of the Klickitat vacancy. Mr. Jones replied that the position had been advertised and is no longer advertised; he assumes they are in the hiring process. Mr. Stone said that Klickitat County used to contract with us to work on behalf of their veterans but some years ago decided to hire their own VSO. Mr. Jones added that Warm Springs Tribal VSO retired and we have been taking calls from there.

Mr. Fortin continued to review the presentation, pointing out that most of the benefits received by Wasco County veterans are spent in Wasco County. While compensation and pension payments are rising, the veteran population is decreasing and expected to continue on that trend for the next 10 years. Mr. Jones explained that during the draft, many veterans served just 2-3 years; the all-volunteer service personnel serve an average of 8-10 years.

Commissioner-Elect Phil Brady asked about the Veteran's Court. Mr. Stone said that is a DA state program for veterans having challenges. Commissioner Hege added that they are working on that but it is not going yet.

Mr. Fortin said they are looking for volunteers at the Veterans Service Office to staff the front desk. Volunteers answer the phone and greet foot traffic which frees the VSOs to do their work. He is currently the only volunteer. He said that they are also looking for VSAC members.

Chair Schwartz announced that a long-serving member of the VSAC has submitted his resignation. She presented a certificate of appreciation to Max Maxwell for his 6 years of service to his community.

Mr. Fortin thanked Chair Schwartz for her participation on the VSAC.

Agenda Item - Planning

SURPLUS EQUIPMENT

Planning Director Kelly Howsley-Glover explained that this equipment was purchased by the previous Planning Director to support public participation meetings around the county. However, since the state has mandated hybrid meetings, this equipment is not useful; it is all still brand new in the box. She asked for the authority to surplus the equipment.

**{{{Commissioner Hege moved to approve Order 22-034 surplussing
unnneeded audio equipment. Vice-Chair Kramer seconded the motion which**

passed unanimously.}}

DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT GRANT

Ms. Howsley-Glover explained that the State passed this funding several years ago but just staffed the process. This coincides with the Transit Plan to expand Link services. She said that one of her hesitations in adopting the Transit Plan into our TSP was being able to interact with the public to hear their needs. The Rural Transit Equity Grant will help with that; we would have to complete the work by June. They will be interacting with migrant workers and unincorporated rural residents to assess needs. It is a positive, beneficial program so we can connect the plans and move work forward in concert.

Commissioner Hege asked if this is the work that our staff will do; and what is the connection to MCEDD and their role. Ms. Howsley-Glover replied that we have to form a technical advisory committee and MCEDD will participate in that. Staff will be conducting this work. We were able to hire a part-time long-range planner and this will be her primary project. She will help with other projects but this is her focus.

Vice-Chair Kramer said he met with MCEDD Executive Director Jessica Metta yesterday along with the MCEDD Deputy Director of Transportation and a Tygh Valley representative. He said he is looking forward to incorporating that conversation into this work.

Ms. Howsley-Glover said this is moving forward rapidly and she expects a finalized contract soon.

Agenda Item – Information Services Funding Request

Information Services Director Andrew Burke reviewed the memo included in the Board Packet. He explained that in June we had a Uninterruptable Power Supply (UPS) failure which places us in a critical position in terms of power to our system. UPS provides momentary back up. We have looked at costs for repair and replacement; replacement is most cost effective. He said he is asking for approval to spend up to \$50,000 to replace the UPS; lack of inventory makes it difficult. We have found one unit but will still need to get a transformer. While we wait, we need to get smaller UPSs to put in the server room to replace the function as a stop gap. We had planned on that purchase anyway as back up. He said he will keep the Board updated on costs and progress. He said he spoke with Finance Director Mike Middleton - there are funds available in the capital account and ARPA funds that were already allocated.

Vice-Chair Kramer said we need to keep this moving forward.

Commissioner Hege asked about the failure. Mr. Burke said there was a power outage; he suspects there was a spike that damaged the circuitry, power regulation failed and batteries started leaking acid. Commissioner Hege asked how we can protect the new equipment. Mr. Burke replied that they can install a transformer unit and bypass switching; that is all a part of the plan. The UPS actually did its job and protected the rest of the equipment from failure. Commissioner Hege asked about the availability of the smaller UPS units. Mr. Burke said they are prioritizing units that are readily available and in full stock.

{{Vice-Chair Kramer moved to approve the emergency expenditure of up to \$50,000 of capital funds to replace and upgrade Wasco County's failing datacenter uninterrupted power supply (UPS) in the courthouse and \$15,174 of American Rescue Plan Act funds to purchase and install a smaller UPS as a stopgap measure until the permanent UPS can be installed. I further move to authorize the Administrative Officer to execute any documents, pending legal review, needed to complete the purchase and installation of the UPS. I further move to exempt these purchases from the competitive procurement process under Section 20 of the Wasco County Contracting Rules which allows an exemption in an emergency. Commissioner Hege seconded the motion.}}

DISCUSSION: Mr. Stone said it designates \$15,000 from ARPA Funds but he will have the flexibility to access ARPA funding for a portion of the \$50,000 expenditure.

The motion passed unanimously.}}

Agenda Item – Executive Session
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At 10:06 a.m. Chair Schwartz opened an Executive Session pursuant to ORS 192.660(20(h) to consult with legal counsel. She explained the process to be followed and cautioned the press to not report on anything discussed in Executive Session except the general topic as previously announced.

The Regular Session resumed at 10:33 a.m.

Chair Schwartz called for a recess at 10:33 a.m.

The Regular Session resumed at 10:38 a.m.

Commission Call

Vice-Chair Kramer reported that he met with the Tygh Valley School Community Center group which is a group of volunteers who have provided transportation services to members of their rural community; they are servicing between 1 and 6 riders a week. Over the course of the pandemic new regulations on Medicaid funds and other state and federal grants, have drastically impacted the funding for their program. In addition, the youngest member of the volunteer group is 73. They have 4 vehicles that provide services to and from The Dalles and Portland. We sat down with them to talk about options. Kathy Fitzpatrick will be working on solutions. Circles of Care is also talking with them regarding a partnership. Age Plus has a neighbor helping neighbor program. Transportation will be a big issue for all counties especially those that are rural and frontier. He said they will look for short term and long term solutions. MCEDD is planning a second south county route; right now they go 1 day a week and they plan go to 2 days a week. Jody Chastain is leading. He said he would like to get the vehicles to churches that can help get folks from home to the bus stop. Most of the folks needing service are single, elderly people with no family. There is a lot of work to do; the process just started yesterday. He said that one of his concerns is that in 2-4 years, we are going to be scrambling for funds to sustain these projects.

Vice-Chair Kramer went on to say that MCEDD might be able to do the scheduling and reporting; then we can get training for new drivers. If we can also get back into the non-emergency transports, then we can get some better rates to pay for the insurance, maintenance etc.

Commissioner Hege asked who provides that non-emergency transportation now. Vice-Chair Kramer said it was coming out of the Valley and they were just not showing up. He said there are models around the state that we can look at.

Vice-Chair Kramer reported that the first Oregon Recycling System Advisory Council meeting is tomorrow from 2-5 p.m. They will be formalizing rules and getting updates as well as reviewing a potential list of recyclable materials and producer's pros and cons. He said he is looking for some productive time with the 17 members.

Vice-Chair Kramer reported that Daniel Dougherty and Dustin Williams from our Planning Department will be working at the upcoming hazardous waste events.

Vice-Chair Kramer said he would forward the AOC budget to the other

Commissioners. That will be a topic at the upcoming District meetings. Last two budget committee meetings have not had a quorum; they will try again in October. Chair Schwartz noted that there seems to be a lot of turnover at AOC.

Commissioner Hege reported that in September he is going to D.C. with the Community Outreach team.

Chair Schwartz said that Mr. Renault talked about things in a recent email that she is interested in knowing more about. He will be presenting at the September 7th Board Session. Commissioner Hege said that Mr. Renault has been around for a long time and is just new to the position of Regional Mobilization Coordinator.

Chair Schwartz reported that the mayor's Unhoused Task Force continues to meet with representatives from mental health, housing, law enforcement, St. Vincent's, etc. It is a good group. She said there are some challenges we are facing in the St. Vincent area. She will keep her colleagues informed.

Commissioner Hege asked about the cooling shelter. Chair Schwartz stated that no one is using the cooling shelter. There was a lot of staffing, media promotion, etc. People came in for water but left; therefore CAP is not staffing. St Vincent's is still open and people can go in to cool off.

Chair Schwartz adjourned the session at 10:58 a.m.

Summary of Actions

MOTIONS

- **To approve the agreement between Wasco County and McFarlane Excavation to crush and stockpile aggregate rock.**
- **To approve the 2022/2023 contract with Columbia Gorge News for the publication of legal notices for Wasco County.**
- **To approve the agreement between Wasco County and Columbia Care Services for Columbia Gorge Resolution Center Project Development Management Services with the acronym correction and termination date included.**
- **To approve the Consent Agenda – 8.3.2022 Regular Session Minutes & 8.8.2022 Special Session Minutes.**
- **To approve Order 22-034 surplussing unneeded audio equipment.**
- **To approve the emergency expenditure of up to \$50,000 of capital funds to replace and upgrade Wasco County's failing datacenter uninterrupted power supply (UPS) in the courthouse and \$15,174 of**

American Rescue Plan Act funds to purchase and install a smaller UPS as a stopgap measure until the permanent UPS can be installed. I further move to authorize the Administrative Officer to execute any documents, pending legal review, needed to complete the purchase and installation of the UPS. I further move to exempt these purchases from the competitive procurement process under Section 20 of the Wasco County Contracting Rules which allows an exemption in an emergency.

Wasco County
Board of Commissioners

Kathleen B. Schwartz, Commission Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner



AGENDA ITEM

Outdoor Mass Gathering (OMG) Ordinance Public Hearing

[STAFF MEMO](#)

[ORDINANCE 22-003 GOVERNING OUTDOOR MASS GATHERINGS](#)

[OUTDOOR MASS GATHERING APPLICATION](#)



MEMORANDUM

SUBJECT: Outdoor Mass Gathering Ordinance

TO: BOARD OF COUNTY COMMISSIONERS, TYLER STONE

FROM: KELLY HOWSLEY-GLOVER, PLANNING DIRECTOR

DATE: 8/30/2022

The Planning Department has historically been the coordinating agency for outdoor mass gatherings in Wasco County. Outdoor mass gatherings (OMG) below a 3,000 person threshold are not considered, by state law, a land use review. Generally, Planning staff uses subject expert feedback and state law to produce a staff report for these events.

There is language in our Land Use and Development Ordinance that defines outdoor mass gatherings as any event in rural Wasco County. State law empowers local jurisdictions to allow to define a lower threshold. Based on subject expert feedback, we are increasing the definition threshold to 500 or more people to trigger the permit requirement.

We intend, with the adoption of a separate ordinance to do the following: streamline the process and make it obvious for applicants, residents, decision makers, and subject experts what criteria need to be evaluated for these non-land use permit applications; set a larger threshold (500+ people) to require OMG permits; and streamline the process using a subject expert checklist and a Planning Department summary in lieu of a staff report. It has been our experience, with staff turnover and the infrequency of these events, that to maintain consistency a separate ordinance is necessary. The end goal is transparency, efficiency, and improved coordination with the many subject experts that are required to complete these reviews.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF ADPOTING AN OUTDOOR MASS GATHERING ORDINANCE

ORDINANCE # 22-003

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and WHEREAS, the Wasco County Planning Department has facilitated the application and review process for outdoor mass gatherings based on state law criteria and language in the Land Use and Development Ordinance;

WHEREAS, outdoor mass gatherings are not a land use review, and therefore should not be included in the Land Use and Development Ordinance;

WHEREAS, the proposed outdoor mass ordinance includes state law requirements and best practices from reviewing agencies;

WHEREAS, that on September 7, 2022 at the hour of 9:30 AM the Wasco County Board of Commissioners met to conduct the first of two legally notified public hearings on the above matter. The Board of County Commissioners reviewed recommendations by staff and received testimony from the public. The Board of County Commissioners tentatively approved the amendments; and

WHEREAS, that on September 21, 2022 at the hour of 9:30 AM the Wasco County Board of Commissioners met to conduct the second of two legally notified public hearings on the above matter. The Board of County Commissioners reviewed recommendations by the Wasco County Planning Commission, staff's presentation, and received testimony from the public. The Board of County Commissioners, by a vote of __ to __, approved the amendments and conducted the second reading; and

NOW, THEREFORE, IT IS HEREBY ORDERED: That this ordinance shall take effect on December 10, 2022.

DATED this 21st day of September 2022.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Kathleen B. Schwartz, Commission Chair

ATTEST:

Steven D. Kramer, Vice-Chair

Kathy Clark, Executive Assistant

Scott C. Hege, County Commissioner



Wasco County Outdoor Mass Gathering Ordinance

Contents

Section 1.00 - Definitions	2
Section 1.10 - Permit required	2
Section 1.20 - Permit fees	3
Section 1.30 - Scope of Review	3
Section 1.40- Public hearing and notice	5
Section 1.50 - General approval criteria	5
Section 1.60 - Insurance	6
Section 1.70 - Sanitary facilities	6
Section 1.80 - Refuse storage and disposal	10
Section 1.90- Food Service Facilities	10
Section 2.00 - Security Personnel	10
Section 2.10 - Fire Protection Standards	10
Section 2.20 - Medical Service	11
Section 2.30 - Traffic, roads and parking	12
Section 2.40 - Permit Posting and Inspection	13
Section 2.50 - Organizer responsible for compliance and preserving order	13
Section 2.60 – Enforcement.....	13
Section 2.70 – Restricted Hours of Operation and Noise	14

Section 1.00 - Definitions

"Ambulance" means any privately or publicly owned motor vehicle, aircraft or marine craft that is regularly provided or offered to be provided for the emergency transportation of persons suffering from illness, injury, or disability and which is equipped, staffed and licensed in accordance with OAR 333-250-0000 to 333-250-0100 and OAR 333-255-0000 to 333-255- 0093.

"Board" means the Wasco County Board of Commissioners.

"Fire Protection Plan" includes information about specific type(s) of burning that will occur; onsite water source of up to 8,000 gallons; evacuation routes; designated emergency gathering site; training protocols for staff and volunteers; consultation with the Rural Fire Protection District; clear signage for fire lanes, onsite water source, and electrical service shut off locations; and designated smoking areas.

"Organizer" includes any person who holds, stages, or sponsors an outdoor mass gathering and the owner, lessee, or possessor of the real property upon which the outdoor mass gathering is to take place, jointly and severally.

"Oregon physician" means a person licensed by the Oregon State Board of Medical Examiners or any other physician authorized to practice emergency medicine and surgery in Oregon.

"Outdoor mass gathering" means an actual or reasonably anticipated assembly of more than five hundred persons which continues or can reasonably be expected to continue for more than twenty-four consecutive hours but less than one hundred and twenty hours within any three month period and which is held primarily in open spaces, including parks, and not in any permanent structure. Outdoor mass gatherings of more than three thousand persons are also subject to a land use permit review.

"Park" means any area designated by the person establishing, operating, managing, or maintaining the same for picnicking, overnight camping or use of recreational vehicles by the general public or any segment of the public. It includes, but is not limited to, areas open to use free of charge or through payment of a tax or fee by virtue of rental, lease, license, membership, association or common ownership and further includes, but is not limited to, those areas divided into two or more lots, parcels, units or other interests for purposes of such use.

"Permanent structure" includes a stadium, an arena, an auditorium, a coliseum, a fairground, or other similar established places for assemblies.

"Roads" includes all onsite lanes designated and intended for the movement of vehicles.

"Temporary structure" includes tents, trailers, chemical toilet facilities, stages and other structures customarily erected or sited for temporary use.

Section 1.10 - Permit required

- A. No organizer shall hold, conduct, advertise or otherwise promote an outdoor mass gathering or allow an outdoor mass gathering to be held in Wasco County unless a permit to hold such outdoor mass gathering has been issued as provided in this ordinance.
- B. No permit shall be issued unless the event organizer and landowner of the property that is the site of the outdoor mass gathering submits documentation demonstrating that the outdoor mass gathering will comply with all requirements of this chapter along with a signed outdoor mass gathering permit application. Each outdoor mass gathering shall require a separate permit.
- C. A permit issued under this section shall not authorize the organizer to construct any permanent physical alterations to or on the real property where the outdoor mass gathering will be held.
- D. This chapter shall not apply to any regularly organized and supervised school district activity or program that takes place on school property, nor to any activities of a municipal corporation or government agency.
- E. Application packets for outdoor mass gatherings shall be initially submitted to the Wasco County Planning Department.

Section 1.20 - Permit fees

- A. Permit fee. The permit fee shall be in the amount set annually by order of the board and limited to an amount calculated to reimburse the county for its reasonable, actual, and necessary costs in receiving, processing, and reviewing applications for permits to conduct an outdoor mass gathering.
- B. The permit fee shall be paid by the organizer upon filing the application with the department. The fee is non-refundable.

Section 1.30 - Scope of Review

- A. Application. The organizer shall file an application with the department not later than one hundred forty days in advance of the anticipated event date. Applications received later than one hundred forty days prior to the anticipated event date shall not be processed. The application shall be signed by the organizer and owner or possessor of the property where the outdoor mass gathering will be held and shall include at least the following information:
 - 1. Name and address of the organizer.
 - 2. Legal description of the location of the outdoor mass gathering.
 - 3. The date or dates of the outdoor mass gathering.

4. Estimated total attendance, including staff, vendors, and other personnel.
5. A description of planned activities.
6. A detailed map showing the type, number and location of all toilets, washing facilities, water supply and distribution system, food preparation sites, emergency medical facilities, roads and solid waste collection locations.
7. The name and contact information for a designated contact person(s) who shall be easily identified and who shall remain at the outdoor mass gathering site at all times during the event.
8. A detailed Traffic Control Plan (TCP) to be approved by Public Works and the Wasco County Sheriff's Office. If the event is located adjacent or close to an Oregon State Highway, the TCP must also be approved by ODOT.
9. A written statement from the fire protection agency having jurisdiction that fire protection complies with state and local laws, ordinances, and regulations, and is satisfactory with respect to anticipated crowds and location of the outdoor mass gathering. No permit shall be granted under this chapter unless the organizer has shown that the appropriate fire protection district officer has approved the type, size, number and location of fire protection devices and equipment available at, in or near any location, including outdoor sites, buildings, tents, stadium or enclosure, wherein or whereupon more than ten persons may be expected to congregate at any time during the course of an outdoor mass gathering for which a permit is required under this chapter. If the site for which the permit is applied for is located outside a fire prevention district, the organizer shall provide written approval from the office of the State Fire Marshal.
10. A written statement from the County Sheriff's Office that arrangements for security and the orderly traffic flow to and from the outdoor mass gathering complies with state and local laws, ordinances, and regulations, and is satisfactory with respect to anticipated crowds and the location of the outdoor mass gathering
11. Documentation of the ability to provide a commercial liability insurance policy in an amount determined by the county that is commensurate with the risk, but not exceeding one million dollars.
12. Documentation that the water supply for the event will comply with the water supply and distribution system requirements of this chapter.
13. Documentation that the site of the event will comply with the drainage requirements of this chapter.
14. Documentation that sewerage facilities will comply with the sewerage requirements of this chapter.
15. Documentation that refuse storage and disposal will comply with the refuse storage and disposal requirements of this chapter.
16. Documentation that camping spaces and camping space locations will comply with the fire protection requirements of this chapter.
17. A medical services plan demonstrating compliance with this chapter.
18. A traffic plan demonstrating that roads and parking areas will comply with the road,

parking and traffic requirements of this chapter.

19. Documentation that emergency vehicles will have easy access and egress to all areas of the event site.
20. Such other, additional information as the director may require to ensure compliance with the provisions of this chapter. If such additional information is not supplied within two weeks of the director's request, the application shall be deemed incomplete.
21. The appropriate permit fee, as set pursuant to the county fee schedule, shall accompany the application.
22. The department shall have 30 days to determine whether an application is complete. If the application is not complete, the applicant shall be provided a description of the missing information and an opportunity to supply the missing information. The department shall not process an incomplete application. The applicant shall submit the missing information no later than one hundred and twenty days prior to the date the event is proposed to be held. For purposes of this section, an application is complete if the standard has been addressed, regardless of whether the department believes that the information demonstrates compliance. A determination that an application is complete, in no way demonstrates compliance.

Section 1.40- Public hearing and notice

- A. The board shall conduct a public hearing on a complete application.
- B. The director shall send notice of the public hearing to the following officers at least ten calendar days prior to the hearing: county sheriff, county health officer, and the chief of the fire district in which the outdoor mass gathering is proposed. The notice shall contain the time and place of the public hearing and a general explanation of the application to be considered.
- C. The director shall also publish notice, at least ten calendar days before the hearing, of the time and place of the public hearing on the permit application including a general explanation of the application to be considered. The notice shall be published in a newspaper of general circulation in the county or, if there is none, posted in at least three public places in the county.
- D. The organizer may not submit new evidence at the public hearing except in rebuttal to new material submitted or introduced before or at the hearing, in response to questions by board members, or response to additional conditions proposed by public officials or the board.

Section 1.50 - General approval criteria

- A. An outdoor mass gathering permit shall be approved upon demonstration by the organizer of compliance with or the ability to comply with the provisions of this chapter, as well as all health and safety rules governing outdoor mass gatherings adopted by the Oregon Department of

Human Services. However, the board, in its sole discretion, may deny an application or impose additional conditions to an application based on a prior history of noncompliance by an applicant with any of the terms of a previous outdoor mass gathering or extended outdoor mass gathering permit issued either pursuant to county ordinance or under state law.

- B. The board may consider and require an applicant to comply with any conditions submitted by public officials including, but not limited to, the county sheriff, the county health officer and the chief of the fire district in which the gathering is to be held.

Section 1.60 - Insurance

- A. If the board determines that the outdoor mass gathering creates a potential for injury to persons or property, the board shall require the organizer to obtain a commercial general liability insurance policy in an amount commensurate with the risk, but not exceeding one million dollars. The insurance shall cover all the organizer's activities, including all volunteers and participants. The policy must also name Wasco County, its commissioners, employees and agents as additional insureds.
- B. The policy shall not terminate or be cancelled prior to completion of the event without the organizer's insurance provider first giving thirty days written notice of intention to terminate or to cancel to the department. Termination of insurance shall immediately and automatically revoke the permit.
- C. Proof of insurance must be submitted to the department not later than thirty days prior to the event. No permit shall be effective or valid until the insurance is approved by the department. All documents are subject to the approval of the department.

Section 1.70 - Sanitary facilities

The board shall review all health and sanitation and related plans and facilities to ensure that minimum standards have been or will be met by the organizer, upon recommendation of the department, and in accordance with the procedures outlined in this chapter.

Approval shall be based upon, but not limited to, the following minimum requirements:

A. Water Supply

1. Required Amounts:

- a. A minimum of twelve gallons per person per day shall be available for the anticipated assembly;

b. Notwithstanding subsection (a) of this section, facilities containing an amount of water equal to one day's total water usage shall be provided at the event site, unless a greater or lesser amount is determined by the State Department of Human Services as sufficient or necessary, based on the availability and quantity of the water supply and the required water demands for toilets, food vendors, camping areas and other facilities;

c. An additional amount of water equal to one day's total usage shall be available in reserve at all times at a location approved by the department.

2. Bacteriological and Chemical Requirements:

a. Drinking water shall be supplied from a source approved by the State Department of Human Services;

b. The water source shall be tested by the organizer and shall conform to the standards for transient non-community public water systems of OAR 333-061 and OAR 333-039-015. The organizer shall provide the results of that testing and other requested documentation with its application to the department for evaluation prior to approval of the water source;

c. All parts of the water supply system shall be constructed of non-toxic materials. Water system piping and fixtures shall be made of materials approved for use in public water systems and conform to the standards for transient non-community public water systems in OAR Chapter 333 Division 61 and meet the requirements of the State of Oregon Unified Building Code;

d. All water distribution lines and fittings shall be constructed of galvanized wrought iron, galvanized steel, copper, or NSF approved plastic pipe. All plastic pipe and fittings must bear the NSF seal;

e. Pressure tanks and storage tanks including water tanker trucks shall be constructed of non-toxic materials. Tanks which have previously been used to contain toxic substances shall not be used;

f. Garden hoses, flexible lines, pipes, or similar devices shall not be connected to any portion of the water supply system for personal convenience or any other reason;

g. A minimum pressure of twenty pounds per square inch shall be maintained at all times and at all points within the water distribution system;

h. All water distribution lines shall be installed at a minimum depth of twelve inches in the soil and shall be covered;

i. Water supply locations shall be well drained;

j. Hydrants equipped with self-closing faucets shall be provided at a ratio of not less than one for every two hundred and fifty persons or fraction thereof anticipated;

k. Each faucet shall be mounted on a minimum thirty-six-inch riser. The riser is to be securely fastened to a supporting structure equal in strength to a four-inch by four-inch timber which is securely anchored in the ground;

- l. Each faucet and riser shall be accompanied by a seepage pit located directly beneath the faucet which shall have a minimum inside diameter of twelve inches and a minimum depth of three feet and shall be backfilled with clean coarse rock;
- m. If camping and activity areas are separately designated, sixty percent of the total required faucets shall be located within the area designated for camping, and forty percent of the total required faucets shall be located in the area designated for activities;
- n. A minimum of one faucet shall be located not more than twenty-five lineal feet from each food service facility and a minimum of one faucet shall be located not more than twenty-five lineal feet from any emergency medical facility;
- o. Prior to placing the water supply system into use, all portions of the system including storage tanks and distribution system shall be disinfected by adding a chlorine solution of not less than fifty mg/l and retaining the mixture within all portions of the system for at least twenty-four hours. Following disinfection, the system is to be thoroughly flushed of the chlorine solution. Water tanker trucks must be disinfected using these same standards.

B. Sanitary Waste Facilities

1. Number and Location of Toilets;

- a. Seven toilets shall be provided for each eight hundred persons or fraction thereof anticipated;
- b. If camping and planned activity areas are separately designated, sixty percent of the total required toilets shall be located within the designated camping area and forty percent of the total required toilets shall be located in the designated planned activity area;
- c. If camping areas are not designated, location and spacing of toilets shall be in accordance with anticipated crowd clustering or grouping, or spaced uniformly throughout the entire outdoor mass gathering site.

2. Chemical Toilets

- a. A contractual agreement, with a company licensed by the State Department of Environmental Quality, shall be filed with the department no later than fifteen days before the outdoor mass gathering. The application shall describe what provisions the organizer has taken for providing chemical toilets and the sanitary maintenance of these toilets, on a continual basis;
- b. Chemical toilets shall be serviced at least daily with respect to sanitation, removal of contents, and recharging of chemical solution;
- c. All chemical toilets, if provided, shall be located so as to be easily and readily serviced by servicing vehicles;
- d. Chemical toilets tanks must be owned and serviced by a sewage disposal service licensed in Oregon and must be labeled with the service company name and current address and telephone number;

e. The contents of chemical toilets shall be removed by a DEQ licensed sewage pumper in accordance with state and local laws, ordinances, and regulations.

3. Water Carried Sewage Disposal Facilities. If water carried subsurface sewage disposal facilities are provided, they shall be governed by and meet the requirements of OAR Chapter 340 Divisions 71 and 73.

4. Liquid Wastes Not Containing Human Excreta

a. Facilities shall be provided for the disposal of all liquid wastes not containing human excreta such as, but not limited to, kitchen or cooking wastewater, grease dishwater, wash water, and bath water;

b. These facilities shall be specifically identified by means of a sign which states "Wastewater Disposal";

c. Portable holding tanks used to collect liquid wastes not containing human excreta must meet the requirements of OAR 340-071-0340 (5) including holding tank covers;

d. Portable holding tanks must be owned and serviced by a sewage disposal service licensed in Oregon and must be labeled with the service company name and current address and telephone number;

e. Such facilities shall be located or spaced so as to uniformly serve the participants of the outdoor mass gathering;

f. One facility shall be provided for each three thousand persons or fraction thereof anticipated;

g. At least one facility shall be located not more than fifty lineal feet from each food service facility;

h. All food particles and other waste material shall be disposed of in approved portable holding tanks and removed from the facilities at least once every twentyfour hours or at more frequent intervals if necessary to prevent insect attraction

5. Hand Washing Facilities

a. In the absence of running water and plumbed hand washing facilities, gravity fed or commercial portable hand washing facilities shall be conveniently located and provided in adequate numbers.

b. All food service sites and portable restroom sites shall be equipped with conveniently located hand-washing stations.

c. Gravity fed or commercial portable hand washing stations shall be equipped with at least five gallons of warm water, soap and sanitary towels;

d. Wastewater from hand washing shall be collected in a wastewater container at least ten percent larger than the hand wash water supply;

e. Wastewater from hand washing shall be disposed of at approved wastewater disposal sites.

Section 1.80 - Refuse storage and disposal

1. All refuse and solid waste shall be stored in fly-tight containers constructed of impervious material;
2. Containers for refuse and solid waste storage shall be provided at a minimum ratio of one thirty gallon container for each sixteen persons or fraction thereof anticipated or one cubic yard of container capacity for each one hundred twenty-five persons or fraction thereof anticipated;
3. All refuse and solid waste shall be removed from storage containers at least once every twenty-four hours and transported and disposed of in a manner, which is authorized and complies with state and local laws, ordinances and regulations.

Section 1.90- Food Service Facilities

A. Food service facilities shall comply with the State Health regulations that pertain to the operation of temporary restaurants

1. Each food vendor shall apply for a temporary restaurant license at least ten days prior to the outdoor mass gathering event;
2. The names of food vendors, their mailing addresses and telephone numbers shall be submitted fifteen days prior to the outdoor mass gathering event;
3. Temporary restaurant applications shall be approved by the North Central Public Health District.

Section 2.00 - Security Personnel

The organizer shall maintain an accurate count of persons attending the outdoor mass gathering and shall provide adequate security arrangements, to be determined by the Wasco County Sheriff's Office, to limit further admissions to the outdoor mass gathering when the anticipated number of persons authorized by the permit have been admitted.

Section 2.10 - Fire Protection Standards

A. No permit shall be granted under this chapter unless the organizer has a fire protection plan approved by the fire protection district for the type, size, number, and location of fire protection devices and equipment available at, in or near any location, including outdoor site, building, tent, stadium, or enclosure, wherein or whereupon more than 10 persons may be expected to congregate at any time during the course of an outdoor mass gathering.

- B. If the site for which the permit is applied for is located outside a fire protection district, the organizer must show approval from the office of the State Fire Marshal, Oregon Department of Forestry, or other fire protection district that would respond in the event of an emergency.
- C. Each camping space shall be a minimum of one thousand square feet or larger, if necessary, to accommodate a parked camping vehicle, tent vehicle or tent, as the case may be, and to maintain at least fifteen feet separation from any other camping vehicle, tent vehicle or tent, building, structure, or property line.
- D. If a camping space has more than one camping unit on the camping space, the proposed layout must be approved in advance by the department.
- E. Camping vehicles and tent vehicles shall maintain a separation of fifteen feet between units.

Section 2.20 - Medical Service

- A. There shall be present at the outdoor mass gathering site for emergency medical services, physicians and nurses in the following ratios:
 - 1. Daylight Hours: At least one Oregon physician plus sufficient other physicians (licensed to practice medicine and surgery in any of the fifty states of the United States) to provide a ratio of one for each ten thousand persons attending or fraction thereof and one nurse for each seven thousand five hundred persons attending or fraction thereof;
 - 2. Nighttime Hours - (one a.m. to seven a.m.): At least one Oregon physician plus sufficient other physicians (licensed to practice medicine and surgery in any of the fifty states of the United States) to provide a ratio of one for each twenty thousand persons attending or fraction thereof and one nurse for each fifteen thousand persons attending or fraction thereof.
- B. All physicians on-site shall be trained in emergency medicine or have emergency medicine experience and be certified in advanced cardiac life support.
- C. Facilities shall be provided in which physicians can provide patient care and treatment:
 - 1. The facility shall be enclosed, protected from the elements, and shall have chairs, examining tables with stirrups, and locked cabinets for equipment and medicine;
 - 2. All necessary medicine and instruments for conducting minor surgery and examinations shall be available;
 - 3. The facilities shall be equipped to handle medical emergencies including but not limited to treating individuals with chest pain, respiratory difficulty, trauma or cardiac arrest and specifically equipped to handle advanced cardiac life support;
 - 4. Lighting within the emergency medical facilities shall be provided and shall be not less than two hundred- foot candles in areas where treatment and minor surgery are conducted.

- D. Attending physicians shall keep accurate records of patients and treatment, and shall notify the local health officer of all cases involving a communicable disease.
- E. Temporary holding facilities shall be provided for the sick and injured while awaiting transport to a hospital. The facility shall be enclosed, protected from the elements, and shall be furnished with one cot or bed for each one thousand persons anticipated or fraction thereof.
- F. Communication, via either telephone or radiotelephone, shall be provided to summon aid or notify the nearest hospital, law enforcement, ambulance provider or fire protection agency, as required.
- G. An approved emergency response plan is required that contains phone numbers, directions to location, etc. This plan that must be approved by the county during the application process.
- H. Ambulances shall be provided at the outdoor mass gathering for emergency evacuation of sick and injured persons at a ratio of one ambulance for each ten thousand persons anticipated or fraction thereof. The ambulance shall be staffed at the paramedic level and be licensed or approved to provide emergency ambulance service.

Section 2.30 - Traffic, roads and parking

- A. The organizer shall provide easily accessible roads of all-weather construction at the outdoor mass gathering site.
1. All areas of the site shall have road access sufficient to provide orderly evacuation and emergency vehicle access and egress, including a minimum of two access routes;
 2. All roads shall be maintained in such condition that emergency and other required vehicles can move upon them unencumbered and can carry out their functions at all times;
 3. No road or portion of any road constructed shall exceed a maximum grade of twelve percent;
 4. All roads shall be constructed to a minimum width of sixteen feet.
- B. All roads shall be clearly located on the site map.
- C. Roads may be inspected by the department in advance of the event to determine compliance with the requirements of this chapter.
- D. The organizer shall provide and designate a suitable area at the outdoor mass gathering for parking of motor vehicles. The total area provided for motor vehicle parking shall be based on the following ratio: three hundred square feet for every four persons anticipated;
1. Each motor vehicle parking space shall have a minimum width of ten feet and a minimum length of twenty feet and shall be clearly marked with lime;
 2. The motor vehicle parking spaces shall be arranged to eliminate blockage of parked vehicles and allow all vehicles to access or exit the event site at all times.

Section 2.40 - Permit Posting and Inspection

- A. Any permit issued pursuant to this ordinance shall be kept by the organizer and a copy shall be posted in a conspicuous place upon the premises of the outdoor mass gathering site.
- B. No application shall be approved under this chapter unless the organizer and property owner shall, in writing upon application for such permit, consent to allow law enforcement, public health, fire control, and other appropriate public officers or officials to come upon the premises, for which the permit application has been applied for or approved, for the purpose of inspection and enforcement of the terms and conditions of the permit, this chapter, and any other applicable laws, regulations or ordinances. The inspectors may return as often as needed until the deficiencies or noncompliance is cured. The consent shall include the authority for the sheriff to trespass any and all individuals for a deficiency or noncompliance.
- C. If the deficiency or noncompliance is not cured or cannot be cured, the director shall notify the county sheriff who, after determining that there is an immediate threat to public health or safety, may order the crowd to disperse and leave the outdoor mass gathering site.

Section 2.50 - Organizer responsible for compliance and preserving order

- A. The organizer and property owner of the outdoor mass gathering site shall be jointly and severally responsible for ensuring that the event is operated in compliance with the terms and conditions of the outdoor mass gathering permit, the provisions of this chapter and all local and state laws applicable thereto.
- B. If any outdoor mass gathering in the county is not being operated in accordance with the rules and regulations prescribed in this chapter or as set forth in state and local laws, the permit shall be subject to revocation and the organizer, landowner or other individuals responsible shall be in violation of this chapter and subject to such punishment or penalties as the law and this chapter provide.

Section 2.60 – Enforcement

- A. The organizer shall keep a count of persons and vehicles entering and leaving the outdoor mass gathering. If at any time during an outdoor mass gathering held under a valid permit, the number of persons or vehicles attending the outdoor mass gathering exceeds the number of persons or vehicles estimated in the permit application, the sheriff, or any of his deputies, may require the organizer to limit further admissions until a sufficient number of individuals or vehicles have left the site to bring the actual attendance down to the number estimated by the organizer.
- B. In addition to and not in lieu of the maintenance of other actions to enforce the provisions of this chapter, including state law provisions of ORS Chapter 433, the county through its county counsel may maintain an action in any court of general jurisdiction to prevent, restrain or enjoin any violation of

Section 8.52.020.A. or ORS 433.745. Cases filed under this section or ORS 433.770 shall be given preference on the docket over all other civil cases except those given equal preference by statute.

C. For any outdoor mass gathering held under a valid permit, the county sheriff shall have the authority to order the crowd to disperse and leave the outdoor mass gathering site if the organizer cannot maintain order and compliance with all applicable State or local laws or refuses or is unable for any reason to adhere to the terms and conditions of their permit and the sheriff has determined that there is an immediate threat to public health or safety.

D. If any organizer violates any provisions of this chapter or any permit issued hereunder, the board or its designee may immediately revoke any permit for an outdoor mass gathering and may seek any legal remedy available. The board hereby designates the county administrator or his designee to exercise the board's authority under this section.

E. Violation of any provisions may be subject to fines or other penalties as described by ORS 433.990.

Section 2.70 – Restricted Hours of Operation and Noise

A. When sound amplification is used, no outdoor mass gathering shall be conducted within 1,000 feet of any neighboring residence between the hours of 11:00 pm and 9:00 am unless written consent from neighboring property owners and residents indicates a variance to hours would be acceptable.

B. The use of amplification shall be regulated so that it will not interfere with the normal use of any school, church, residence, or other permanent place of human habitation unless prior written consent is obtained from all affected persons. A sound level in excess of 70 decibels prior to 10:00 pm and in excess of 50 decibels after 10:00 pm shall constitute interference.

**PLANNING DEPARTMENT**

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

Pioneering pathways to prosperity.

OUTDOOR MASS GATHERING PERMIT

FILE NUMBER: _____

FEE: _____

Date Received: _____ **Planner Initials:** _____ **Date Complete:** _____ **Planner Initials:** _____

APPLICANT INFORMATION

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

OWNER INFORMATION

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

PROPERTY INFORMATION

Township/Range/Section/Tax Lot(s)	Acct #	Acres	Zoning

Property address (or location): _____

Zoning Designation: _____ **Environmental Protection District:** _____

Are there wetlands/waterways on your property? ☐ NO ☐ YES (description) _____

Name of road providing access: _____

Current use of property: _____ **Use of surrounding properties:** _____

Do you own neighboring property? ☐ NO ☐ YES (description) _____

SIGNATURES

Applicant(s): _____ **Date:** _____

_____ **Date:** _____

Property Owner(s): _____ **Date:** _____

_____ **Date:** _____

*Signatures are only valid for one year from the date of signature. Signing indicates that the property owner(s) is/are aware that an application is being made on the subject property and also authorizes Planning Department staff reasonable access to the site in order to evaluate the application.

DETAILED SPECIFIC WRITTEN REQUEST

(Attach additional pages if necessary)

DETAILED STRUCTURAL INFORMATION

EXISTING Development				
Dwelling				

How many people (including staff, vendors, etc.) are proposed for the event: _____

What are the proposed dates of the event: _____

What are the proposed hours of the event: _____

Description of planned activities: _____

Name and contact information for designated contact person who shall be easily identified and remain at the outdoor mass gathering site at all times during the event: _____

Name

Title

Phone

Email

Other

- Applicant must attach a detailed site map showing: type, number, and location of all toilets, washing facilities, water supply and distribution system, food preparation sites, emergency medical facilities, roads, solid waste collection locations, camping sites, emergency vehicle access, evacuation routes.
- Applicant must attach a detailed Traffic Control Plan.
- Documentation of the ability to provide a commercial liability insurance policy
- Please review the criteria below and ensure you provide this information on the detailed site map, narrative, or with other documentation

For Health Department Review:

Will the event have a minimum of twelve gallons of water per person per day? ☐ Yes ☐ No

Comments: _____

What is the source of the drinking water: _____

Is it approved by the State Department of Human Services for drinking water: ☐ Yes ☐ No

Comments: _____

Has the organizer provided results of water source testing to confirm conformance with OAR 33-061 and 333-039-015?

☐ Yes ☐ No

Are all parts of the water supply system constructed of non-toxic materials/in conformance with materials approved for use in public water systems in OAR 333-061 and the State of Oregon Unified Building Code? ☐ Yes ☐ No

Comments: _____

Are all water distribution lines and fittings constructed of galvanized wrought iron, galvanized steel, copper, or NSF approved plastic pipe (with NSF seal)? ☐ Yes ☐ No

Comments: _____

Are all pressure tanks and storage tanks including water tanker trucks constructed of non-toxic materials?

☐ Yes ☐ No

Comments: _____

Does the water distribution system meet the minimum pressure of twenty pounds per square inch? ☐ Yes ☐ No

Comments: _____

Are all the water distribution lines installed at a minimum depth of twelve inches in soil and covered? ☐ Yes ☐ No

Comments: _____

Are the water supply locations well drained? ☐ Yes ☐ No

Comments: _____

Are hydrants equipped with self-closing faucets at a ratio of not less than one for every two hundred and fifty persons or fraction thereof anticipated? ☐ Yes ☐ No

Comments: _____

Are all faucets mounted on a minimum 36" riser that is fastened to a supporting structure equal in strength to a 4" x 4" timber securely anchored to the ground? ☐ Yes ☐ No

Comments: _____

Are all faucets accompanied by a seepage pit located directly beneath the faucet with a minimum inside diameter of 12" and minimum depth of 3' and backfilled with clean coarse rock? ☐ Yes ☐ No

Comments: _____

If camping and activity areas are separately designated:

Are 60% of the total required faucets located within the area designated for camping, and 40% of the total required faucets located in the area designated for activities? ☐ Yes ☐ No

Comments: _____

Do the food service facility and emergency medical facility both have a minimum of one faucet not more than 25 lineal feet from those facilities? ☐ Yes ☐ No

Comments: _____

Have, or will, all water supply system parts, including storage tanks and distribution system, been disinfected by adding chlorine solution of not less than 50 mg/l with proscribed standards? ☐ Yes ☐ No

Comments: _____

Are there a minimum of 7 toilets per each 800 people and spaced according to proscribed standards? ☐ Yes ☐ No

Comments: _____

If camping and activity areas are separately designated:

Are 60% of the total required toilets located within the area designated for camping, and 40% of the total required toilets located in the area designated for activities? ☐ Yes ☐ No

Comments: _____

Has the applicant filed a contractual agreement with a company licensed by DEQ in Oregon for chemical toilets and provided the sanitary maintenance schedule for toilets? ☐ Yes ☐ No

Comments: _____

Has the applicant designated a wastewater disposal facility to provide for the disposal of all liquid wastes not containing human excreta at the rate of one for each 3000 persons? ☐ Yes ☐ No

Comments: _____

Do the wastewater disposal facility portable holding tanks meet requirements of OAR 340-071-0340 (5) and are owned/serviced by a sewage disposal company licensed in Oregon? ☐ Yes ☐ No

Comments: _____

Are there handwashing stations located at all food service and restroom sites? ☐ Yes ☐ No

Comments: _____

Are the handwashing stations equipped with at least five gallons of warm water, soap, and sanitary towels?

☐ Yes ☐ No

Comments: _____

Are the handwashing stations equipped with wastewater disposal containers at least 10% larger than water supply?

☐ Yes ☐ No

Comments: _____

Are containers for refuse and solid waste storage fly-tight and at a minimum ratio of one 30 gallon container for each 16 persons or one cubic yard of container for each 125 persons? ☐ Yes ☐ No

Comments: _____

Is there a plan to remove refuse and solid waste at least once every 24 hours and transported/disposed in manner consistent with state and local laws? ☐ Yes ☐ No

Comments: _____

Do all food vendors have a temporary restaurant license that has been approved by NCPHD? ☐ Yes ☐ No

Comments: _____

Does the plan include one Oregon physician per each 10,000 persons and one nurse for each 7,500 persons during the daylight hours and one Oregon physician per 20,000 persons and one nurse per 15,000 persons for hours between 1 am and 7 am? ☐ Yes ☐ No

Comments: _____

Are the physicians trained in emergency medicine/have emergency medicine experience and are certified in advance cardiac life support? ☐ Yes ☐ No

Comments: _____

Does the plan provide for medical facilities that are: enclosed and protected from the elements; have chairs, examining tables with stirrups, and locked cabinets for equipment and medicine; all necessary medicine and instruments for conducting minor surgery and examinations; equipped to handle medical emergencies; lighting not less than 200' candles? ☐ Yes ☐ No

Comments: _____

Does the plan provide for a holding facility for sick and injured while awaiting transport to a hospital that is enclosed, protected from the elements, and includes one cot or bed per 1,000 persons? ☐ Yes ☐ No

Comments: _____

Does the plan provide telephone or radiotelephone to summon aid or notify first responders/hospital? ☐ Yes ☐ No

Comments: _____

Are ambulance provided at the ratio of one ambulance per 10,000 persons? ☐ Yes ☐ No

Comments: _____

Does the proposal meet all other Health Department standards/requirements for Outdoor Mass Gatherings?

☐ Yes ☐ No

Comments: _____

Other comments: _____

Does the Health Department recommend approval: ☐ Yes ☐ No

Comments: _____

Reviewed by (Name and Title)	Date
------------------------------	------

For Sheriff's Office Review:

Are the security arrangements adequate for the size and type of event? ☐ Yes ☐ No

Comments: _____

Is sound amplification proposed for the event? ☐ Yes ☐ No

Comments: _____

Is sound amplification proposed within 1,000 feet of neighboring residences within 11:00pm-9:00am?

☐ Yes ☐ No

If yes: Has the applicant provided written consent from neighboring property owners and residents indicating a variance to hours would be acceptable? ☐ Yes ☐ No

Comments: _____

Are the roads sufficient to provide orderly evacuation and emergency vehicle access and egress? ☐ Yes ☐ No

Comments: _____

Are the roads maintained in such a condition they are accessible to emergency vehicles? ☐ Yes ☐ No

Comments: _____

Is the emergency response plan adequate and meet all requirements? ☐ Yes ☐ No

Comments: _____

Does the plan include one Oregon physician per each 10,000 persons and one nurse for each 7,500 persons during the daylight hours and one Oregon physician per 20,000 persons and one nurse per 15,000 persons for hours between 1 am and 7 am? ☐ Yes ☐ No

Comments: _____

Are the physicians trained in emergency medicine/have emergency medicine experience and are certified in advance cardiac life support? ☐ Yes ☐ No

Comments: _____

Does the plan provide for medical facilities that are: enclosed and protected from the elements; have chairs, examining tables with stirrups, and locked cabinets for equipment and medicine; all necessary medicine and instruments for

conducting minor surgery and examinations; equipped to handle medical emergencies; lighting not less than 200' candles? Yes No

Comments: _____

Does the plan provide for a holding facility for sick and injured while awaiting transport to a hospital that is enclosed, protected from the elements, and includes one cot or bed per 1,000 persons? ☐ Yes ☐ No

Comments: _____

Does the plan provide telephone or radiotelephone to summon aid or notify first responders/hospital? ☐ Yes ☐ No

Comments: _____

Are ambulance provided at the ratio of one ambulance per 10,000 persons? ☐ Yes ☐ No

Comments: _____

Does the Sheriff's Office recommend approval: ☐ Yes ☐ No

Comments: _____

Reviewed by (Name and Title)

Date

For Public Works Review:

Are all roads clearly indicated on the site map? ☐ Yes ☐ No

Comments: _____

Has the organizer provided all-weather constructed, easily accessible roads to and around the outdoor mass gathering site? This includes sufficient road access to all areas for orderly evacuation and emergency vehicle access and egress, including a minimum of two access routes; roads maintained in such a condition that all vehicles, including emergency vehicles, can move on them unencumbered and carry out their functions at all times; no portion of the roads exceed a maximum grade of 12%; and all roads are constructed at a minimum width of 16'?

☐ Yes ☐ No

Comments: _____

Has the applicant provided a designated, suitable area for parking that meets requirements, including 300 sq ft for every four hundred persons of parking, a minimum space for each vehicle of 10' wide by 20' length and clearly marked with lime, and arranged to eliminate blockage of parked vehicles and allow vehicles to access or exit the site at all times?

☐ Yes ☐ No

Comments: _____

Does the Public Works Department recommend approval: ☐ Yes ☐ No

Comments: _____

Comments: _____

Reviewed by (Name and Title)

Date

For Fire District:

Is the site located within a fire protection district? ☐ Yes ☐ No

Comments: _____

If no:

Who will respond in the case of an emergency? (This entity should review the plan) _____

Has the applicant provided a fire protection plan? ☐ Yes ☐ No

Comments: _____

Has the applicant had a consultation with the fire protection district? ☐ Yes ☐ No

Comments: _____

If camping is provided, are all spaces a minimum of 1000 sq ft or larger with a maintained 15' of separation from other camping spaces? ☐ Yes ☐ No

Comments: _____

Does the applicant plan to allow campfires or any other type of fire associated with the event? ☐ Yes ☐ No

Comments: _____

If yes, are mitigation measures addressed in their Fire Protection Plan? ☐ Yes ☐ No

Comments: _____

Is there a minimum separation of 15' between camping vehicles and tent vehicles? ☐ Yes ☐ No

Comments: _____

Does the plan include one Oregon physician per each 10,000 persons and one nurse for each 7,500 persons during the daylight hours and one Oregon physician per 20,000 persons and one nurse per 15,000 persons for hours between 1 am and 7 am? ☐ Yes ☐ No

Comments: _____

Are the physicians trained in emergency medicine/have emergency medicine experience and are certified in advance cardiac life support? ☐ Yes ☐ No

Comments: _____

Does the plan provide for medical facilities that are: enclosed and protected from the elements; have chairs, examining tables with stirrups, and locked cabinets for equipment and medicine; all necessary medicine and instruments for conducting minor surgery and examinations; equipped to handle medical emergencies; lighting not less than 200' candles? ☐ Yes ☐ No

Comments: _____

Does the plan provide for a holding facility for sick and injured while awaiting transport to a hospital that is enclosed, protected from the elements, and includes one cot or bed per 1,000 persons? ☐ Yes ☐ No

Comments: _____

Does the plan provide telephone or radiotelephone to summon aid or notify first responders/hospital? ☐ Yes ☐ No

Comments: _____

Are ambulance provided at the ratio of one ambulance per 10,000 persons? ☐ Yes ☐ No

Comments: _____

Does the Fire District recommend approval: ☐ Yes ☐ No

Comments: _____

Comments: _____

Reviewed by (Name and Title)

Date

Any permit issued is conditional upon the following:

1. It meets all required standards and any other local, state, or federal laws.
2. The issued permit is kept by the organizer and a copy is posted in a conspicuous place upon the premises of the site.
3. Law enforcement, public health, fire control, planning, and any and all other appropriate public officers or officials shall be allowed to come upon the premises for the purposes of inspection and enforcement.
4. If deficiency or noncompliance is not cured or cannot be cured, the Sheriff may order the crowd to disperse and leave the outdoor mass gathering site.
5. If the event or organizers are found to be in violation of any provisions of the Outdoor Mass Gathering ordinance, the permit may be revoked.



AGENDA ITEM

Planning Satellite Office Update

[STAFF MEMO](#)



MEMORANDUM

SUBJECT: After Action Review: Planning Department Remote Office (Maupin Remote Office)

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DANIEL DOUGHERTY

DATE: AUGUST 30, 2022

This memorandum will provide an after action review concerning the Wasco County Planning Department's five-month trial period offering in-person planning services at the Maupin Civic Center conference room as a new trial service for South Wasco County residents.

SCOPE: Offer in-person Wasco County Planning Department office hours at the Maupin Civic Center for five months (Fridays, April 15th, May 13th, June 17th, July 15th, and August 12th) from 10:00am to 1:00pm.

GOALS: The goals of the service included the following:

- (1) Accessible Planning Services: Provide South Wasco County residents with supplemental accessibility for in-person Planning Department staff assistance;
- (2) Public Outreach: Increase the opportunity for and enable improved in-person land use discussions (e.g., Non-Farm Dwellings, Solar Arrays, Code Compliance, RV Dwellings, Land Divisions and proposed draft updates to the Land Use and Development Ordinance);
- (3) Additional Services: Enhance South Wasco County working relations and provide auxiliary information concerning other Wasco County services (e.g., Code Compliance, Clerk, Surveyor, and Assessor) and contact information concerning partner agencies.

MEASUREMENTS FOR SUCCESS: Staff used standard tools to measure the number of customer interactions, type of interactions, and applications received. These tools included the "Planner on Duty Log" (Google Forms), and "Application Database" (Accela Civic Platform).

RESOURCES USED: In order to minimize disruption to normal Planning Office services (10:00am – 4:00pm Mon-Thurs.), remote services were offered once per month on Fridays when the Planning Office is open to the public through appointment only. Internet and other utility services were provided by the Maupin Civic Center. Planners were able to perform regular office duties while working in Maupin. Travel time included 1.25 hours round trip.

Advertisement was provided by the Planning Department website, social media platform, and by South Wasco Alliance and Maupin newsletters.

Approximate Travel Cost			
Resource	Cost	Hours/Miles*	Total
Senior Planner	\$59.93/hour	2.5 hours drive time (attended two events)	\$149.82
Associate Planner	\$47.68/hour	2.5 hours drive time (attended two events)	\$119.20
Assistant Planner	\$36.66/hour	3.75 hours drive time (attended three events)	\$137.47
2021 Crosstrek**	\$4.89/gallon***	382 Miles (76.4 miles per trip) 5 total trips	\$56.23
Total Cost			\$462.72 (approx.)
*38.2 miles from Planning Office to Maupin Civic Center (approx. 39 minute drive time or 1 hour 20 minutes total trip time. Staff has rounded up to 1.25 hours). **2021 Crosstrek up to 33 miles per gallon highway (Source https://www.fueleconomy.gov/) ***Fuel average provided by AAA https://info.oregon.aaa.com/2022-oregon-gas-price-news/ (July Average)			

OUTCOME: Although no land use applications were filed, staff had several interactions/conversations with South County and City of Maupin residents concerning a wide variety of land use topics, which included agricultural production and processing, the pending destination resort overlay zone, water and wildfire issues, and housing concerns. Additionally, a nuisance code compliance case was re-filed [File No. CODENF-15-01-0004] for a property located in the unincorporated community of Tygh Valley. This longstanding nuisance case has since had significant progress made.

LESSONS LEARNED & REQUESTED PATH FORWARD: Increased frequency and variety of advertisement may improve and increase the overall customer interactions and land use application filings. Changing the location of remote work site locations (e.g., Tygh Valley and Wamic) may also provide residents further incentive to utilize remote in-person services. Based on the overall resources spent over the five-month trial period, staff finds a significant benefit exists in the attempt to provide in-person Planning services to residents of South Wasco County.

Staff requests that remote office services continue to be provided to South Wasco County residents on a quarterly basis.



AGENDA ITEM

Fee Schedule Policy Revision Requests

[FEE SCHEDULE POLICY](#)

[CLERK'S MEMO](#)

[ASSESSOR'S MEMO & SPREAD SHEET](#)



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER A POLICY TO GUIDE UPDATES TO THE WASCO COUNTY UNIFORM FEE SCHEDULE

Policy 22-001

PURPOSE: To standardize review of and increases to Wasco County's Uniform Fee Schedule Ordinance.

- I. Wasco County shall review the Uniform Fee Schedule annually in July.
- II. All fees shall be adjusted according to the Consumer Price Index for the Western Region of the United States.
- III. Fees may be increased beyond the Consumer Prices Index rate if justification can be demonstrated to the Board of County Commissioners.
- IV. The Amended Fee Schedule Ordinance shall be presented to the Board of County Commissioners for approval annually in September to achieve an effective dates in the first week of January of the following year.
- V. This policy does not preclude updates to the Uniform Fee Schedule, approved by the Board of County Commissioners, at other times of the year as needed.

DATED this 16th day of February, 2022.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Kathleen B. Schwartz, Commission Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner



MEMORANDUM

SUBJECT: WASCO COUNTY UNIFORM FEE SCHEDULE PETITION PER POLICY 22-001

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LISA GAMBEE, WASCO COUNTY CLERK

DATE: 8/25/2022

BACKGROUND INFORMATION:

Each year Wasco County reviews and updates our Uniform Fee Schedule. Policy 22-001 states that "All fees shall be adjusted according to the Consumer Price Index for the Western Region of the United States." This year, the CPI applied to fees is 9.0%. The result of applying a percentage increase is that fees end in pennies.

While this may not be problematic for departments that accept only checks or credit card payments, the Clerk's Office has a cash drawer and citizens who come into our office often pay in cash. Currently, our smallest denomination in the till is a quarter. We are willing to add dimes and nickels, but having to deal in pennies would be a time-consuming burden, especially with the increase in public records requests which are most likely to be paid for in cash at our counter.

Policy 22-001 says fees may be increased beyond the CPI if justification can be demonstrated. The Clerk's Office would like to petition to have the following fees adjusted so we do not have to include pennies in our cash handling.

General County Fees:

Content on media - \$16.85 (an increase of 9.06%)

Printing computer labels - \$44.90 same as Basic Research Fees which were previously \$41.20

Electronic transmission - \$5.65 (an increase of 9.7%). Alternatively, reduce to \$5.60 (8.73% increase)

Providing content on media (zip disk, jump drive, CD, etc.)	\$16.84	\$15.45 per media plus actual costs of services	County Ordinance
Printing computer labels	\$44.91	\$41.20 plus actual printing and label cost	County Ordinance
Electronic transmission of documents (Fax, email, FTP, or similar transmission. If printing of copies is required to redact information or to get records into the appropriate form, subset, etc., copy fees and research time will also apply.)		\$5.15 per transmission plus actual costs of services \$5.61	County Ordinance
Research and Professional Services Fees			
Basic Research Fee (Only upon availability of staff)	\$44.90	\$41.20 per hour, one hour minimum, unless specified by Department fee schedule	County Ordinance

Clerk's Office Marriage Fees:

Move all fees at \$17.44 to \$17.45 (an increase of 9.06%)

Marriage Fees		
Marriage License	\$50.00	ORS 205.320 and ORS 106.045
Civil Marriage Ceremony (<i>in office, by appointment only</i>)	\$117.00	Senate Bill 27
Staff Witness for Ceremony	\$16.00 per staff member	County Ordinance \$17.44
Certified Copy of Marriage License	\$7.75	ORS 205.320
Time Waiver of 3-day Waiting Period	\$16.00	County Ordinance \$17.44
Certificate of Parental Consent for Marriage of a Minor	\$16.00 per minor	County Ordinance \$17.44
Amending a Filed Marriage Record	\$25.00	

Our office appreciates your consideration in reducing the burden of cash handling while remaining in alignment with the Uniform Fee Schedule Policy.



MEMORANDUM

SUBJECT: Policy 22-001 A Policy to guide updates to the Wasco County Uniform Fee Schedule

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JILL AMERY

DATE: 8/29/2022

BACKGROUND INFORMATION:

Policy 22-001 was adopted February 16, 2022 as a guide to update our fee schedule annually.

Policy 22-001 II. All fees shall be adjusted according to the Consumer Price Index for the Western Region of the United States. (The CPI is an average)

Policy 22-001 III. Fees may be increased beyond the Consumer Price Index rate if justification can be demonstrated to the Board of County Commissioners.

The Department of Assessment and Tax has just five fees included in the fee schedule. All have historically been rounded to the nearest dollar for simplicity to both customers and staff.

It appears most other departments have practiced similar rounding historically, minus a few fees in the Sheriff's department. I would ask for consideration of this practice moving forward.

The CPI is an average, not a precise figure. We would be happy to adjust up or down to the nearest whole dollar whatever would be most reasonable to The Board. I've included a short spreadsheet of our current fees; proposed 9% increases as well as an example of the result rounding could produce.

The consumer price index is an average, not a precise figure. I would ask for your consideration to amend the policy to allow for consistent and simplified guidance of our fee increases.

Thank you

Department of Assessment and Tax
Proposed Fee Increase Comparison

Fee Description	Current Fee	Proposed 9% Increase	Rounding to the nearest dollar	Rounding down to the nearest dollar
Base fee	556.00	606.04	606.00	606.00
Additional lot	51.00	55.59	56.00	55.00
Additional map	51.00	55.59	56.00	55.00
Lot line adjustment	257.00	280.13	280.00	280.00
Farm/forest disqualification calculation	41.00	44.69	45.00	44.00
	956.00	1,042.04	1,043.00	1,040.00
			.96 difference	2.04 difference



AGENDA ITEM

Youth Think Agreement/Amendments/Renewals

[GAMBLING PREVENTION PROFESSIONAL SERVICES CONTRACT
EXTENSION AMENDMENT](#)

[OVERDOSE PREVENTION SUBCONTRACT](#)

[OHA IGA 162432 AMENDMENT 2](#)

[ADDENDUM TO JOHANN HARI SPEAKING AGREEMENT](#)

[ACTON RENEWAL ORDER](#)



YOUTH THINK ITEM

Gambling Prevention Amendment

[GAMBLING PREVENTION PROFESSIONAL SERVICES CONTRACT
EXTENSION AMENDMENT](#)

[MOTION LANGUAGE](#)

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

THIS Amendment is made and entered into as of this 18th day of August 2022, by and Mid-Columbia Center for Living (“MCCFL”) and YouthThink, Wasco County Youth Services, (“Contractor”).

WHEREAS MCCFL and Contractor entered into a Professional Services Contract dated January 1, 2022, (Contract) for Contractor to provide Problem Gambling Prevention Services to MCCFL; and

WHEREAS, the Parties have agreed to amend the duration term in the Contract to provide Contractor the ability to align with the State funding stream. .

NOW, THEREFORE, the Parties agree as follows:

The EFFECTTIVE DATE and TERMINATION provision is replaced in its entirety as follows:

2. EFFECTIVE DATE and TERMINATION: The Effective Date of this contract shall be January 2, 2022. This Contract shall end December 31, 2022, unless terminated or extended according to the provisions of the Contract.

The Parties agree that said Contract is hereby modified as shown above. Except as expressly modified above, said Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, MCCFL and Contractor have executed this Amendment on the day and year first written above.

Mid-Columbia Center for Living

Wasco County

Al Barton
Executive Director
Mid-Columbia Center for Living

Kathy Schwartz,
Board Chair
Wasco County Board of Commissioners

Date: _____

Date: _____



MOTION

SUBJECT: Gambling Prevention Services Contract Amendment

I move to approve the Amendment to the January 1, 2022, Professional Services Contract between Wasco County and Mid-Columbia Center for Living extending the provision of Problem Gambling Prevention Services.



YOUTH THINK ITEM

Overdose Prevention Subcontract

[OVERDOSE PREVENTION SUBCONTRACT](#)

[CONFLICT OF INTEREST LETTER](#)

[MOTION LANGUAGE](#)



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OVERDOSE PREVENTION SUBCONTRACT

This contract Overdose Prevention G2022-3 is between North Central Public Health District (NCPHD or LPHA), the Local Public Health Authority serving Wasco, Sherman and Gilliam Counties in Oregon **AND** Wasco County, a political subdivision of the State of Oregon (Subcontractor).

Purpose

NCPHD has received funding from the Oregon Health Authority for overdose prevention efforts in Wasco, Sherman, and Gilliam Counties. The purpose of this Contract is to outline the roles and responsibilities of NCPHD and Subcontractor in support of those efforts.

Scope of Work

Subcontractor will perform overdose prevention activities to include overdose response planning, naloxone assessment in the communities and a prevention project

Compensation

The budget period for these funds is October 1, 2021 to August 31, 2022. The total amount of funding is \$63,495.

Relationship of Parties

Subcontractor agrees to:

- Administer the Overdose Prevention Program in Wasco, Sherman and Gilliam Counties in accordance with the Amended and Restated 2019-21 Intergovernmental Agreement for the Financing of Public Health Services (OHA Agreement No. 159826) between NCPHD and the Oregon Health Authority (OHA). Administration of the Overdose Prevention Program includes Subcontractor's appointment of a Project Director to oversee the Program's successful implementation.
- Invoice NCPHD \$6300 monthly plus travel expenses, for a total amount not to exceed \$63,996.00 for the period October 1, 2021 through and including August 31, 2022 (Exhibit A).
- Work with OHA on the specific requirements of the Overdose Prevention Program (see Exhibit B).

NCPHD agrees to:

- Provide a representative to work with the Project Director.
- Pay all invoices within 30 days.
- Report expenditures quarterly to OHA.

Terms of Understanding

- The term of this Contract is from October 1, 2021 until August 31, 2022 when the grant funding period ends. On December 16, 2021, Gilliam County provided notice of its intent to withdraw from NCPHD, and Gilliam County's withdrawal is anticipated to occur on June 30, 2022. The parties agree to adhere to OHA's direction related to returning funds for services under the Contract dedicated to residents in Gilliam County after it withdraws. The parties further agree to continue providing services under this Contract to Wasco and Sherman Counties after Gilliam County's withdrawal, and nothing in this section is intended to terminate the Contract between the parties before August 31, 2022 except by prior written notice as described below.
- Either party may terminate this Contract upon thirty (30) days prior written notice without penalties or liabilities, subject to OHA consenting to a termination if necessary.
- The parties will execute and deliver any additional papers, documents or other assurances that are reasonably necessary to give effect to this Contract or to carry out the purpose of the Contract.

REQUIRED SUBCONTRACT PROVISIONS

1. Expenditure of Funds. Subcontractor may expend the funds paid to Subcontractor under this Contract solely on the delivery of strategies to implement Overdose Prevention activities (See Exhibit A) , subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):

a. Subcontractor may not expend any funds paid to Subcontractor under this Contract in excess of the amount reasonable and necessary to provide quality delivery of Overdose Prevention activities.

b. Subcontractor may not use or expend funds paid to Subcontractor under this Contract on the delivery of services other than Overdose Prevention as described in this Contract.

c. Subcontractor's expenditure of funds paid to Subcontractor under this Contract must comply with 2 CFR Subtitle B and 2 CFR Part 200 as those regulations describe "allowable costs."

2. Records Maintenance, Access and Confidentiality.

a. Access to Records and Facilities. LPHA, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of

Subcontractor that are directly related to this Contract, the funds paid to Subcontractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Subcontractor shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Subcontractor hereunder.

b. Retention of Records. Subcontractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Subcontractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the above period, Subcontractor shall retain the records until the questions are resolved.

c. Expenditure Records. Subcontractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Subcontractor under this Contract. In particular, but without limiting the generality of the foregoing, Subcontractor shall (i) establish separate accounts for each type of service for which Subcontractor is paid under this Contract and (ii) document expenditures of funds paid to Subcontractor under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Subcontractor under this Contract for employee compensation. Subcontractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.

d. Safeguarding of Client Information. Subcontractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. Subcontractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

e. Information Privacy/Security/Access. If the services performed under this Agreement requires Subcontractor to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Subcontractor(s) shall comply and require its staff to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

3. Alternative Formats of Written Materials. In connection with the delivery of Program Element services, LPHA shall make available to LPHA Client, without charge, upon the LPHA Client's reasonable request:

- a. All written materials related to the services provided to the LPHA Client in alternate formats.
- b. All written materials related to the services provided to the LPHA Client in the LPHA Client's language.
- c. Oral interpretation services related to the services provided to the LPHA Client to the LPHA Client in the LPHA Client's language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the LPHA Client.

For purposes of the foregoing, "written materials" means materials created by LPHA, in connection with the Service being provided to the requestor. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client in the prevalent non-English language(s) within the LPHA service area.

4. Compliance with Law. Subcontractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Subcontractor shall comply with ORS 656.017 and provide Workers' Compensation coverage. In addition, Subcontractor shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2009-2010 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2010, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

5. Grievance Procedures. If Subcontractor employs fifteen (15) or more employees to deliver the services under this Contract, Subcontractor shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state

and federal laws. The employee grievance procedures must also include “due process” standards, which, at a minimum, shall include:

- a. An established process and time frame for filing an employee grievance.
- b. An established hearing and appeal process.
- c. A requirement for maintaining adequate records and employee confidentiality.
- d. A description of the options available to employees for resolving disputes.

Subcontractor shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Subcontractor and are aware of the means by which employees may make use of the employee grievance procedures. Subcontractor may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Subcontractor employee manual that describes the Subcontractor employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.

6. Independent Contractor. Subcontractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.

7. Indemnification. To the full extent permitted by Oregon law, Subcontractor shall defend, save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, and their officers, employees, and agents and insurers from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Subcontractor, including but not limited to the activities of Subcontractor or its officers, employees, Subcontractors or agents under this Contract.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the dates written below.

Approved this 7th Day of September, 2022

Wasco County:

Kathleen B. Schwartz, Board Chair

Steven D. Kramer, Vice Chair

Scott C. Hege, County Commissioner

NCPHD:



Shellie Campbell, Director

7.25.2022
Date

YOUTHTHINK / Wasco County

**200 E. 4th St..
The Dalles, Or. 97058**

Phone: 541-506-2673

Fax: 541-506-2671

Email: debbyj@co.wasco.or.us



Invoice #: 1054
Invoice Date: April 13, 2022
Customer ID: NCPHD

For: Overdose Prevention Grant
September 1, 2021 - February 28, 2022

Quantity Description**Unit Price****Total**

	Peer Mentor Service Contract Sept. 2021 - Feb. 2022 6 months	\$3,132.00	\$18,792.00
	Project Director Sept 2021 - Feb. 2022 6 months	\$1,739.09	\$10,434.54
	Office supplies Sept - Feb. 6 months	\$50.00	\$300.00
	Partnership Stipends 6 @ \$1,000	\$1000.00	\$6,000.00

Subtotal**\$35,526.54**

September 2021 - February 2022

Tax**Shipping****Miscellaneous****Balance Due****\$35,526.54****Send Checks to:**

YOUTHTHINK / Wasco County
200 E. 45h St.
The Dalles, Or. 97058

APPENDIX A

When selecting prevention projects, county/regions should seek input from stakeholders, consider stakeholder readiness, and confirm that there is local capacity in order to select one or two project(s) that can be completed during funding period and will be sustainable in the county/region.

Establish Linkages to Care - Identify systems-level strategies in healthcare (e.g., emergency departments, outpatient settings, community programs) and public safety and courts (e.g., police, emergency response, diversion programs) to support care linkages with improved awareness, coordination, and technology.

Example activities:

- Coordinate with the OR-HOPE project counties to implement evidence-based, peer reviewed community harm reduction interventions.
- Employ peer navigators to connect and communicate with people who use drugs and people who are seeking care.
- Develop a post-overdose protocol to improve opportunities to link people to care following a non-fatal drug overdose.
- Enhance policies and programs to strengthen or improve the system's ability to engage people in care.
- Increase and improve coordination among organizations that provide care or enable linkages to care.
- Integrate technology to support linkage to care efforts.

Providers and Health Systems Support - Clinical education and training based on evidence-based guidelines (e.g., CDC guidelines).

Example activities:

- Coordinate with local health systems participating in the Hospital Peer Mentor Program to ensure linkages to treatment for people treated for overdose in hospital settings, including emergency rooms.
- Support guideline implementation, clinical education, and training for providers and health systems.
- Implement academic detailing to increase appropriate and evidence-based behavior among providers.
- Enhance or initiate support for insurers and health systems to better serve people who use drugs.

Partner with Public Safety and First Responders - Data sharing across public health and public safety partners, and programmatic collaborations to share and leverage prevention and response resources.

Example activities:

- Expand ODMAP within the county with support from law enforcement.
- Implement systems-wide overdose emergency response plans among physical, mental, and behavioral health providers, hospitals, emergency departments, first responders, treatment and recovery systems, corrections and other providers as appropriate.
- Assess and update response plans throughout grant period.

- Coordinate with the OR-HOPE project counties to implement evidence-based, peer reviewed community harm reduction interventions.
- Enhance data sharing across public health and public safety partners, such as law enforcement, first responders, emergency rooms, fire department, etc.
- Develop or strengthen programmatic partnerships to leverage the resources and expertise of public safety and first responder organizations.

Empower individuals to make safer choices - Awareness and education informed by media campaigns, translational research for public consumption, and appropriate messaging and resources.

Example activities:

- Support local implementation or expansion of the OHA “Heal Safely” campaign to increase awareness of risk of opioids and non-pharmacologic acute pain management approaches.
- Support local implementation or expansion of the “Reverse Overdose Oregon” naloxone training campaign with employers/employees.
- Develop public-private partnerships with employers.
- Address stigma around drug use through activities such as town halls, informational sessions, communications campaigns, etc.
- Develop messaging for those who use illicit drugs to enhance their knowledge of services and resources available within the community.
- Partner with harm reduction organizations to serve people who use drugs and their friends and family (i.e., host naloxone trainings, support syringe service program efforts, provide educational opportunities).
- Develop and disseminate risk reduction messaging for vulnerable populations to reduce the unintended negative consequences of drug use.
- Evaluate the impact of harm reduction strategies on people who use drugs.

Prevention Innovation Projects

Projects that allow jurisdictions to respond to emerging threats and to promote innovative prevention approaches and practices.

- Implement other strategies from CDC publication Evidence-Based Strategies for Preventing Opioid Overdose: What’s Working in the United States <https://stacks.cdc.gov/view/cdc/59393> or SAMHSA’s Opioid Overdose Prevention Toolkit <https://store.samhsa.gov/product/Opioid-Overdose-Prevention-Toolkit/SMA18-4742>

March 11, 2022

SENT VIA EMAIL to: shelliec@ncphd.org

Shellie Campbell
Public Health Director
North Central Public Health District
419 E 7th St
The Dalles OR 97058-2676

Re: North Central Public Health District and Wasco County
Waiver of Conflict of Interest

Dear Ms. Campbell:

Beery, Elsner & Hammond, LLP (“BEH”) serves as special counsel for Wasco County, which is currently negotiating an Intergovernmental Agreement (“IGA”) with NCPHD concerning the Overdose Prevention Program. You have asked our office to review the IGA on behalf of NCPHD. We do not believe our engagement with Wasco County presents any conflict for NCPHD or that this work presents any conflict for NCPHD based on work we have performed for Wasco County or are currently performing for Wasco County.

Notwithstanding our view that the positions of Wasco County and NCPHD are not adverse and that our work for Wasco County will not compromise our representation of either client, we always seek to adhere to the strictest ethical standards in our profession and, out of an abundance of caution, believe it best to recognize the existence of the potential conflict and seek a written consent and waiver from both parties in order to allow us to represent NCPHD. A letter to this same effect is being addressed and sent to Wasco County.

Under the Oregon Rules of Professional Conduct, BEH may not represent a client when there is a significant risk that the representation will be materially limited by the lawyer’s responsibilities to another client, a former client or a third person or by a personal interest of the lawyer without “informed consent” after an explanation about the material risks of and reasonable alternatives to that consent. This means that we must explain to both Wasco County and NCPHD the pros and cons of consenting and that BEH cannot proceed with advising NCPHD in this matter unless both parties consent.

In deciding whether to consent, NCPHD should consider how our representation of Wasco County could affect NCPHD. For example, clients who are asked to waive or consent to conflicts typically should consider whether there is any material risk that an attorney will be less zealous or eager on their behalf due to the conflict.

Shellie Campbell
March 11, 2022
Page 2

Similarly, clients should consider whether there is a material risk that their confidences or secrets BEH is aware of will be used adversely to their interests as a result of the potential conflict. In the present case, we do not believe there is a material risk that BEH will be either less zealous or would use a confidence or secret. That being said, the decision on this is NCPHD's to make as a client.

The Rules of Professional Conduct require us to recommend that NCPHD seek independent counsel to assist you in deciding whether to consent, but that decision is also yours to make. Please review this matter carefully. If you have any questions that you would like us to answer before reaching a decision, please let me know. If you are willing to consent after such review as you believe appropriate, please sign this letter in the space provided and return it to us for our files.


Sincerely,



Chad A. Jacobs

CAJ/yh

I have read the above and hereby consent on behalf of **NCPHD**.



Shellie Campbell, Public Health Director
NCPHD

Date: 3/14/22



MOTION

SUBJECT: Overdose Prevention Subcontract

I move to approve the Overdose Prevention Subcontract between North Central Public Health District and Wasco County.



YOUTH THINK ITEM

Oregon Health Authority IGA Amendment 2

[OHA IGA 162432 APPROVED 12.18.2019](#)

[OHA IGA 162432 AMENDMENT 1 APPROVED 7.7.2021](#)

[OHA IGA 162432 AMENDMENT 2](#)

[MOTION LANGUAGE](#)



Grant Agreement Number 162432

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” and

**Wasco County
dba Wasco County Youth Services
202 East Fifth Street
The Dalles, Oregon 97058
Attn: Steve Kramer, Chair-Wasco County Board of Commissioners
Telephone: 541-506-2673
Facsimile: 541-506-2661
E-mail address: kathyw@co.waso.or.us
debbvj@co.wasco.or.us**

hereinafter referred to as “Recipient.”

**Public Health Division
Health Promotion & Chronic Disease Prevention Section
800 NE Oregon Street, Suite 730
Portland, OR 97232
Agreement Administrator: Amanda Cue or delegate
Telephone: 971-673-1121
Facsimile: 971-673-0994
E-mail address: amanda.c.cue@state.or.us**

1. Effective Date and Duration.

Upon approval of this Agreement by the parties, and when required, the Department of Justice, this amendment shall become effective on **July 1, 2019** regardless the date this amendment has been fully executed by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2021**. Agreement termination shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

- a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: Information Required by 2 CFR 200.331(a)(1)

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

- b. 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. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, C, and E.

3. Grant Disbursement Generally.

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$123,501**. OHA will not disburse grant funds to Recipient in excess of the not-to-exceed amount and will not disburse grant funds until this Agreement has been signed by all parties. OHA will disburse the grant funds to Recipient as described in Exhibit A.

4. Vendor or Subrecipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

☒ Recipient is a subrecipient ☐ Recipient is a vendor ☐ Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: **93.959**

5. Recipient Data and Certification.

- a. Recipient Information.** Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): _____

Wasco County

Street address: 511 Washington Street, Suite 101

City, state, zip code: The Dalles, OR 97058

Email address: mollyr@co.wasco.or.us

Telephone: (541) 506-2667 Facsimile: ()

Proof of Insurance: Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: SAIF

Policy #: 482892

Expiration Date: June 30, 2020

- b. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

(1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the OHA Contract Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;

(2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;

- (3) The information shown in this Section 5a. “Recipient Information”, is Recipient’s true, accurate and correct information;
- (4) To the best of the undersigned’s knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) Recipient and Recipient’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) Recipient is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) Recipient is not subject to backup withholding because:
- (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (8) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN within 10 days.

RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

6. **Signatures.** This Agreement and any subsequent amendments 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 the Agreement and any amendments so executed shall constitute an original.

Wasco County
dba Wasco County Youth Services

By:



Steven D. Kramer

Authorized Signature

Printed Name

Chair, Wasco County Board of Commissioners

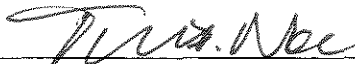
December 18, 2019

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:



TIM D. NOE

Authorized Signature

Printed Name

CENTER ADM.

4/10/2020

Title

Date

Approved for Legal Sufficiency:

Not required per OAR 137-045-0030(1)(a)

Department of Justice

Date

OHA Program Review:

Approved by Amanda Cue via email on December 4, 2019; email in agreement file.

APPROVED AS TO FORM:



Bradley V. Timmons

Wasco County Counsel

162432-010b

OHA IGA Grant Agreement (reviewed by DOJ)

Page 5 of 31

Updated: 11.02.17

EXHIBIT A
Part 1
Program Description

1. Alcohol and Drug Prevention and Education Program (ADPEP)

Alcohol and Drug Prevention and Education Program (ADPEP) funds are used to prevent alcohol, tobacco and drugs use and associated effects, across the lifespan. The **ADPEP** objective is to help plan, implement and evaluate strategies that prevent substance abuse, by reducing of risk factors and increasing protective factors associated with alcohol, tobacco and other drugs. (See <https://www.samhsa.gov/grants/block-grants/sabg>)

ADPEP programs, defined by the National Academies of Science Continuum of Care prevention categories, include promotion, universal direct, universal indirect, selective, and indicated prevention:

- Promotion and universal prevention address the entire population with messages and programs aimed at prevention or delaying the use of alcohol, tobacco and other drugs.
- Selective prevention targets are subsets of the total population that are deemed to be at risk for substance abuse by virtue of membership in a particular population segment.
- Indicated prevention is designed to prevent the onset of substance abuse in individuals who do not meet criteria for addiction but who are showing elevated levels of risk and early danger signs.

ADPEP programs support implementation of the Center for Substance Abuse Prevention's (CSAP) six strategies:

- 1) Information Dissemination;
- 2) Prevention Education;
- 3) Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives;
- 4) Community Based Processes;
- 5) Environmental/Social Policy; and
- 6) Problem Identification and Referral.

2. Required Recipient Activities (each an “Activity”)

- 2.1** Recipient shall submit to Oregon Health Authority (OHA) for approval, a Biennial Alcohol and Drug Prevention and Education Program (ADPEP) Plan (“Biennial ADPEP Plan”), for 2021-23 which details the strategies to be implemented, as outlined in this Program Description and as described in annual guidance documents provided by OHA and the goals, objectives and outcomes to be achieved by implementing those strategies.

(Completion Due: the 2021-23 Biennial ADPEP Plan is due June 1, 2021).

Note: the parties acknowledge that Recipient, or a prior grant Recipient, has submitted a Biennial ADPEP Plan for 2019-21 to OHA for approval which, if approved by OHA, is the “OHA-approved **2019-21** Biennial ADPEP Plan” referred to in Section 2.2.

- 2.2** Recipient shall implement the Recipient’s OHA-approved **2019-21** Biennial ADPEP Plan, including but not limited to, the following types of activities:

- Information Dissemination – local implementation of media campaigns; Public Service Announcements (PSA);
- Prevention Education – assuring school policy supports evidence-based school curricula and parenting education and skill building; peer leadership; classroom education;
- Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives - youth leadership and community service projects that support policy strategies and goals; mentoring programs;
- Community Based Processes - community engagement and mobilization; Building and effectively managing prevention coalitions;
- Environmental/Social Policy - school policies and community or organizational rules and laws regulating alcohol, tobacco and other drugs; and
- Problem Identification and Referral – sustainable referral systems to evidence-based health care systems, services and providers.

(Completion Due: on an ongoing basis throughout the term of this Agreement).

- 2.3** Recipient shall coordinate efforts among diverse stakeholders and related programs (e.g. other alcohol and drug efforts such as prescription drug overdose, tobacco prevention, mental health and suicide prevention) in local communities.

Such coordination offers a shared benefit of coordinated mobilization and leveraged resources to achieve local policy and environmental change goals and measurable improvement in health status. Recipients must determine how best to coordinate with local Tobacco Prevention and Education Program (TPEP) to include in the biennial plan detail of coordinated strategies. Per the ADPEP Program Guidance for the 2019-2021 Biennium for program requirements, recipient shall share finalized biennial program plan with TPEP Coordinators within a shared service area to aid in greater coordination and collaboration.

(Completion Due: on an ongoing basis throughout the term of this Agreement).

- 2.4** Recipient shall participate in site visits, state trainings, meetings and evaluation activities as requested or required by OHA.

(Completion Due: on an ongoing basis throughout the term of this Agreement).

3. Reporting Requirements

- 3.1** Recipient shall report to OHA semi-annually to describe progress made in completing activities and achieving the goals and objectives set forth in the Recipient's OHA-approved Biennial ADPEP Plan. If Recipient completes fewer than 75% of the planned activities in its OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan for two consecutive calendar quarters in one state fiscal year recipient will not be eligible to receive funding under this Grant Agreement during the next state fiscal year.

(Semi-Annual Progress Reports Due: on an ongoing basis throughout the term of this Agreement each six months beginning with the first report in January 2020 and as otherwise requested by OHA).

- 3.2** Recipient shall submit written annual Progress reports to OHA using forms and procedures provided by OHA to describe results in achieving the goals and objectives through implementing the evidence-based strategies set forth in the Recipient's OHA-approved Biennial ADPEP Plan as well as any obstacles encountered, successes and lessons learned. **(Annual Progress Reports Due: July 30, 2019 (for the period of July 1, 2018 – June 30, 2019) and July 30, 2020 (for the period of July 1, 2019 – June 30, 2020)).**

Note: if this Agreement is extended for 2021-23 by an amendment, OHA will include an Annual Progress Report requirement for the period of July 1, 2020 – June 30, 2021 in the extension amendment.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Expenditure of Grant Funds.

- a. OHA will reimburse Recipient for allowable expenses incurred in performing Program activities as described in **Exhibit A, Part 1, Program Description** consistent with the OHA approved Budget* for the subject period.

***Note re: Budget Adjustments:**

Budget adjustments of up to 10% of the cumulative grant award amount are allowable between or within Budget categories and line items. No OHA approval is required for such adjustments, but Recipient shall notify the OHA Agreement Administrator of all such changes.

Budget adjustments exceeding 10% of the cumulative grant award amount between or within Budget categories and line items require the prior written approval of the OHA Agreement Administrator.

- b. Recipient shall prepare and submit written Expenditure Reports and Reimbursement Requests at least quarterly and no more than monthly and within 30 days of the subject period end.
- c. Recipient's Expenditure Reports and Reimbursement Requests shall include:
- Recipient's name
 - Agreement number;
 - Agreement not-to-exceed (NTE) amount;
 - Budget NTE amount per Activity;
 - An itemized list of Program expenses to be reimbursed for the subject period such as personnel, fringe, travel, supplies, indirect, other); and
 - Amounts billed by Recipient for current Reimbursement Request period by Activity; and
 - The Cumulative amounts billed by Recipient to date per Activity; and
- d. Recipient's Expenditure Reports shall include a detailed accounting report of the itemized expenses. Supporting documentation of Program expenses must be maintained by Recipient and made available to OHA upon request. Recipient shall revise and resubmit Expenditure Reports to OHA's satisfaction.
- e. Recipient shall send all Expenditure Reports and Reimbursement Request, to OHA's Contract Administrator (**Amanda Cue**) at following email addresses, or to any other address as OHA may indicate in writing to Recipient:
amanda.c.cue@state.or.us.

2. Travel and Other Expenses.

OHA will reimburse Recipient for travel and other expenses included in the OHA-approved budget.

EXHIBIT A

Part 3 Special Terms and Conditions

1. HIPAA Compliance.

The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). Recipient is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504. Recipient's failure to comply with these requirements shall constitute a default under this Agreement and such default shall not be subject to Exhibit B, Limitation of Liabilities.

- a. **Consultation and Testing.** If Recipient reasonably believes that the Recipient's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Recipient shall promptly consult the OHA Information Security Office. Recipient or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
- b. **Data Transactions Systems.** If Recipient intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Recipient shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.

2. Federal Whistleblower Protection.

Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Pilot Program for Enhancement of Employee Whistleblower Protection.

EXHIBIT B
Standard Terms and Conditions

1. Governing Law, Consent to Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.

2. Compliance with Law.

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.

3. Independent Parties.

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

4. Grant Funds; Payments.

- a.** Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA’s participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
- b.** Disbursement Method. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must

maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to OHA on a OHA-approved form.

5. Recovery of Overpayments.

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.

6. Reserved.

7. Contribution.

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 liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the

other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Recipient'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.

This Section shall survive expiration or termination of this Agreement.

8. Indemnification by Subcontractors.

Recipient shall take all reasonable steps to require its contractor(s) that are not units 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 ("Indemnatee") 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 Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

9. Default; Remedies; Termination.

a. Default by Recipient. Recipient shall be in default under this Agreement if:

- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
- (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 9.c.(2);
- (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or

- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.
- (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

10. Insurance.

All employers, including Recipient, 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). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

11. Records Maintenance, Access.

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

12. Information Privacy/Security/Access.

If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

13. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.

- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

14. Resolution of Disputes.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

15. Subcontracts.

Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries.

OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

17. Severability.

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

18. Notice.

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA 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. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication

or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

19. Headings.

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

20. Amendments; Waiver; Consent.

OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.

21. Merger Clause.

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.

22. Limitation of Liabilities.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

EXHIBIT C

SUBCONTRACTOR INSURANCE REQUIREMENTS

Recipient shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by 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 Agency. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts 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 stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when the Recipient 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 county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, 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). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

☐ Required ☒ Not required

AUTOMOBILE LIABILITY INSURANCE:

☐ Required ☒ Not required

PROFESSIONAL LIABILITY:

☐ Required ☒ Not required

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall 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 Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Recipient's acceptance of all Services required under this Subcontract, or, (ii) Recipient's or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Recipient shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Recipient shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions.

Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of OHA Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

2. Equal Employment Opportunity.

If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations.

If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of

facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. Energy Efficiency.

Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

5. Truth in Lobbying. By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:

- a.** No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c.** The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d.** This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e.** No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or

video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f.** No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g.** The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h.** No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery.

Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. Audits.

- a.** Recipient 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.
- b.** If Recipient expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at

2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Recipient expends less than \$750,000 in a federal fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance Access".

8. Debarment and Suspension.

Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. Drug-Free Workplace.

Recipient shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Recipient certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Recipient's workplace or while providing services to OHA Clients. Recipient's notice shall specify the actions that will be taken by Recipient against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by 41 U.S.C. 8104; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Recipient, or any of Recipient's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Recipient or Recipient's employee, officer, agent or subcontractor has used

a controlled substance, prescription or non-prescription medication that impairs the Recipient or Recipient's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. Pro-Children Act.

Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

11. Medicaid Services.

Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

12. Agency-based Voter Registration.

If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration

opportunities be offered where an individual may apply for or receive an application for public assistance.

13. Disclosure.

- a.** 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b.** 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c.** As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- d.** Recipient shall make the disclosures required by this Section to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

14. Federal Intellectual Property Rights Notice.

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms

“grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:

- a.** The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:

 - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- c.** The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

EXHIBIT E

Information Required by 2 CFR 200.331(a)(1)*

Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): **Wasco County**
2. Subrecipient's DUNS number: **084415959**
3. Federal Award Identification Number (FAIN): **B08TI010043-19
and 2B08TI010043-20**
4. Federal Award Date: **10/01/2018-9/30/2020**
5. Sub-award Period of Performance Start and End Date: From **7/1/2019** to **06/30/2021**
6. Total Amount of Federal Funds Obligated by this Agreement: **\$107,630**
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: **\$107,630**
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: **\$107,630**.
9. Federal award project description: **Provides block grant resources for treatment services (OHA Health Services) and foundational substance abuse prevention (PHD) to address alcohol, tobacco and other drugs.**
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of Federal awarding agency: **Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment**
 - (b) Name of pass-through entity: **Oregon Health Authority**
 - (c) Contact information for awarding official of the pass-through entity: **Luci Longoria, Manager, State Policy, Systems and Environmental Change ; 971-673-1064; luci.longoria@state.or.us**
11. CFDA Number and Name: **93.959 (Substance Abuse Prevention and Treatment Block Grant)**
Amount: **\$20,581,505^[BL01]**
12. Is Award Research and Development? ☐ Yes ☒ No
13. Indirect cost rate for the Federal award: **5%**

*For the purposes of this Exhibit, the term “Subrecipient” refers to Wasco County and the term “pass-through entity” refers to Oregon Health Authority.

**The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year.



Grant Agreement Number 162432

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **01** to Grant Agreement Number **162432** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA” and

Wasco County
dba Wasco County Youth Services
202 East Fifth Street
The Dalles, Oregon 97058
Attn: Steve Kramer, Chair-Wasco County Board of Commissioners
Telephone: 541-506-2673
Facsimile: 541-506-2661
E-mail address: kathyw@co.wasco.or.us debbyj@co.wasco.or.us
mollyr@co.wasco.or.us

hereinafter referred to as “Recipient”.

1. Upon approval of this amendment by the parties, and when required, the Department of Justice, this amendment shall become effective on July 1, 2021 regardless the date this amendment has been fully executed by every party.
2. The Agreement is hereby amended as follows:
 - a. The OHA contact information on Page 1 is deleted and replaced with the following:

Public Health Division
Health Promotion & Chronic Disease Prevention Section
800 NE Oregon Street, Suite 730
Portland, OR 97232
Agreement Administrator: Leah Festa or delegate
Telephone: 865-803-2919
Facsimile: 971-673-0994

E-mail address: leahfesta2@state.or.us

- b. Section 1. “Effective Date and Duration” only to change the current expiration date of the Agreement from June 30, 2021 to June 30, 2023
 - c. Section 3. “Grant Disbursement” is hereby amended to increase the maximum not-to-exceed amount payable to Recipient under this Amendment from \$123,501.00 to \$247,002.00.
 - d. As of July 1, 2021, Exhibit A, Part 1 – Program Description is amended as set forth in Attachment #1 to this Amendment, and incorporated herein by this reference; language to be replaced is ~~struck through~~; new language is **underlined and bold**.
 - e. As of July 1, 2021, Exhibit A, Part 2 – Payment and Financial Reporting is amended Attachment #2 to this Amendment, and incorporated herein by this reference; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - f. **Exhibit E, “Information Required by 2 CFR 200.331(a)(1)”** is hereby superseded and restated in its entirety, as set forth in **Exhibit E, “Information Required by 2 CFR 200.331(a)(1)”**, attached hereto as Attachment #3 and incorporated herein by this reference as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.

4. Recipient Data and Certification.

- a.** Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): Wasco County

Street address: 511 Washington Street, Suite 101

City, state, zip code: The Dalles, OR 97058

Email address: debbyj@co.wasco.or.us

Telephone: (541) 506.2673 **Facsimile:** (541) 506.2551

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement Amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: SAIF

Policy #: 482892 Expiration Date: 6.30.2022

RECIPIENT, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

5. Signatures.

Wasco County

By:



Authorized Signature

Commission Chair

Title

Scott C. Hege

Printed Name

July 7, 2021

Date

State of Oregon acting by and through its Oregon Health Authority

By:



Authorized Signature

Center Administrator

Title

Tim D. Noe

Printed Name

07/13/21

Date

Approved for Legal Sufficiency:

Via email by Nate Carter, Senior Assistant Attorney General

Department of Justice

June 17, 2021

Date

EXHIBIT A
Part 1
Program Description

1. Alcohol and Drug Prevention and Education Program (ADPEP)

Alcohol and Drug Prevention and Education Program (ADPEP) funds are used to prevent alcohol, tobacco and drugs use and associated effects, across the lifespan. The **ADPEP** objective is to help plan, implement and evaluate strategies that prevent substance abuse, by reducing of risk factors and increasing protective factors associated with alcohol, tobacco and other drugs. (See <https://www.samhsa.gov/grants/block-grants/sabg>)

ADPEP programs, defined by the National Academies of Science Continuum of Care prevention categories, include promotion, universal direct, universal indirect, selective, and indicated prevention:

- Promotion and universal prevention address the entire population with messages and programs aimed at prevention or delaying the use of alcohol, tobacco and other drugs.
- Selective prevention targets are subsets of the total population that are deemed to be at risk for substance abuse by virtue of membership in a particular population segment.
- Indicated prevention is designed to prevent the onset of substance abuse in individuals who do not meet criteria for addiction but who are showing elevated levels of risk and early danger signs.

ADPEP programs support implementation of the Center for Substance Abuse Prevention's (CSAP) six strategies:

- 1) Information Dissemination;
- 2) Prevention Education;
- 3) Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives;
- 4) Community Based Processes;
- 5) Environmental/Social Policy; and
- 6) Problem Identification and Referral.

2. Required Recipient Activities (each an "Activity")

- 2.1** Recipient shall submit to Oregon Health Authority (OHA) for approval, a Biennial Alcohol and Drug Prevention and Education Program (ADPEP) Plan ("Biennial ADPEP Plan"), for 2021-23 which details the strategies to be implemented, as outlined in this Program Description and as described in annual guidance documents provided by OHA and the goals, objectives and outcomes to be achieved by implementing those strategies.

(Completion Due: the 2021-23 Biennial ADPEP Plan is due June 1, 2021 and the 2023-25 Biennial ADPEP Plan is due June 1, 2023),

2.2 Recipient shall implement the Recipient's OHA-approved ~~2019-21~~ **2021-2023** Biennial ADPEP Plan, including but not limited to, the following types of activities:

- Information Dissemination – local implementation of media campaigns; Public Service Announcements (PSA);
- Prevention Education – assuring school policy supports evidence-based school curricula and parenting education and skill building; peer leadership; classroom education;
- Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives - youth leadership and community service projects that support policy strategies and goals; mentoring programs;
- Community Based Processes - community engagement and mobilization; Building and effectively managing prevention coalitions;
- Environmental/Social Policy - school policies and community or organizational rules and laws regulating alcohol, tobacco and other drugs; and
- Problem Identification and Referral – sustainable referral systems to evidence-based health care systems, services and providers.

(Completion Due: on an ongoing basis throughout the term of this Agreement).

~~2.3~~ Recipient shall coordinate efforts among diverse stakeholders and related programs (e.g. other alcohol and drug efforts such as prescription drug overdose, tobacco prevention, mental health and suicide prevention) in local communities. Such coordination offers a shared benefit of coordinated mobilization and leveraged resources to achieve local policy and environmental change goals and measurable improvement in health status. Recipients must determine how best to coordinate with local Tobacco Prevention and Education Program (TPEP) to include in the biennial plan detail of coordinated strategies. Per the ADPEP Program Guidance for the 2019-2021 Biennium for program requirements, recipient shall share finalized biennial program plan with TPEP Coordinators within a shared service area to aid in greater coordination and collaboration.

(Completion Due: on an ongoing basis throughout the term of this Agreement).

2.3.2-4 Recipient shall participate in site visits, state trainings, meetings and evaluation activities as requested or required by OHA.

(**Completion Due:** on an ongoing basis throughout the term of this Agreement).

3. Reporting Requirements

- 3.1** Recipient shall report to OHA semi-annually to describe progress made in completing activities and achieving the goals and objectives set forth in the Recipient's OHA-approved Biennial ADPEP Plan. If Recipient completes fewer than 75% of the planned activities in its OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan for two consecutive calendar quarters in one state fiscal year recipient will not be eligible to receive funding under this Grant Agreement during the next state fiscal year.

(**Semi-Annual Progress Reports Due:** on an ongoing basis throughout the term of this Agreement each six months beginning with the first report in January ~~2020~~2022 and as otherwise requested by OHA).

- 3.2** Recipient shall submit written annual Progress reports to OHA using forms and procedures provided by OHA to describe results in achieving the goals and objectives through implementing the evidence-based strategies set forth in the Recipient's OHA-approved Biennial ADPEP Plan as well as any obstacles encountered, successes and lessons learned. (**Annual Progress Reports Due:** ~~July 30, 2019 (for the period of July 1, 2018 – June 30, 2019) and July 30, 2020 (for the period of July 1, 2019 – June 30, 2020)~~ **July 30, 2021 (for the period of July 1, 2020 – June 30, 2021) and July 30, 2022 (for the period of July 1, 2021 – June 30, 2022).**

Note: if this Agreement is extended for ~~2021-23~~ **2023-2025** by an amendment, OHA will include an Annual Progress Report requirement for the period of ~~July 1, 2020 – June 30, 2021~~ **July 1, 2022 – June 30, 2023** in the extension amendment.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Expenditure of Grant Funds.

- a. OHA will reimburse Recipient for allowable expenses incurred in performing Program activities as described in **Exhibit A, Part 1, Program Description** consistent with the OHA approved Budget* for the subject period.

***Note re: Budget Adjustments:**

Budget adjustments of up to 10% of the cumulative grant award amount are allowable between or within Budget categories and line items. No OHA approval is required for such adjustments, but Recipient shall notify the OHA Agreement Administrator of all such changes.

Budget adjustments exceeding 10% of the cumulative grant award amount between or within Budget categories and line items require the prior written approval of the OHA Agreement Administrator.

- b. Recipient shall prepare and submit written Expenditure Reports and Reimbursement Requests at least quarterly and no more than monthly and within 30 days of the subject period end.
- c. Recipient's Expenditure Reports and Reimbursement Requests shall include:
- Recipient's name
 - Agreement number;
 - Agreement not-to-exceed (NTE) amount;
 - Budget NTE amount per Activity;
 - An itemized list of Program expenses to be reimbursed for the subject period such as personnel, fringe, travel, supplies, indirect, other); and
 - Amounts billed by Recipient for current Reimbursement Request period by Activity; and
 - The Cumulative amounts billed by Recipient to date per Activity
- d. Recipient's Expenditure Reports shall include a detailed accounting report of the itemized expenses. Supporting documentation of Program expenses must be maintained by Recipient and made available to OHA upon request. Recipient shall revise and resubmit Expenditure Reports to OHA's satisfaction.
- e. Recipient shall send all Expenditure Reports and Reimbursement Request, to OHA's Contract Administrator (~~Amanda Cue~~ **Leah Festa**) at following email addresses, or to any other address as OHA may indicate in writing to Recipient:

~~amanda.c.cue@state.or.us~~ leah.festa2@state.or.us.

2. Travel and Other Expenses.

OHA will reimburse Recipient for travel and other expenses included in the OHA-approved budget.

EXHIBIT E

Information Required by 2 CFR 200.331(a)(1)*

Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): Wasco County
2. Subrecipient's DUNS number: **084415959**
3. Federal Award Identification Number (FAIN): B08TI010043-19, 2B08TI010043-20 **and B08TI083068-01**
4. Federal Award Date: 10/01/2018-9/30/2021
5. Sub-award Period of Performance Start and End Date: From **07/01/2021 to 06/30/2023**.
6. Total Amount of Federal Funds Obligated by this Agreement: **\$107,631.12**
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement^{**}: **\$215,262.00**
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: **\$215,262.00**
9. Federal award project description: **Provides block grant resources for treatment services (OHA Health Services) and foundational substance abuse prevention (PHD) to address alcohol, tobacco and other drugs.**
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of Federal awarding agency: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment
 - (b) Name of pass-through entity: Oregon Health Authority
 - (c) Contact information for awarding official of the pass-through entity: Luci Longoria, Manager, State Policy, Systems and Environmental Change ; 971-673-1064; luci.longoria@state.or.us
11. CFDA Number and Name: **93.959 (Substance Abuse Prevention and Treatment Block Grant)**
Amount: **\$20,975,823.00**
12. Is Award Research and Development? ☐ Yes ☒ No
13. Indirect cost rate for the Federal award: **5%**

*For the purposes of this Exhibit, the term “Subrecipient” refers to Wasco County and the term “pass-through entity” refers to Oregon Health Authority.

**The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year.



Grant Agreement Number 162432

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **02** to Grant Agreement Number **162432** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA” and

Wasco County
dba Wasco County Youth Services
202 East Fifth Street
The Dalles, Oregon 97058
Attn: Steve Kramer, Chair-Wasco County Board of Commissioners
Telephone: 541-506-2673
Facsimile: 541-506-2661
E-mail address: kathyw@co.wasco.or.us debbyj@co.wasco.or.us
mollyr@co.wasco.or.us

hereinafter referred to as “Recipient”.

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - a. **Section 3. Grant Disbursement** is hereby amended to increase the maximum not-to-exceed amount payable to Recipient under this Agreement by **\$76,420.00** to a new amount of **\$323,422.00**.
 - b. Effective with execution of this Amendment, **Exhibit E, “Information Required by 2 CFR 200.3321(a)(1)”** is hereby superseded and restated in its entirety, attached hereto as Attachment 1 to this Amendment, and incorporated herein by this reference.
3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.

4. **Recipient Data and Certification.** Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Facsimile: () _____

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement Amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company:

Policy #: _____ Expiration Date: _____

RECIPIENT, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

5. Signatures.

Wasco County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)(c)

Department of Justice

Date

EXHIBIT E

Information Required by 2 CFR 200.332(a)(1)*

Federal Award Identification

1. Subrecipient* Name (which must match the name associated with 2. below):
Wasco County
2. Subrecipient's Unique Entity Identifier: _____.
3. Sub-award Period of Performance Start and End Date:
From: 7/1/2021 To: 6/30/2023.
4. Total Amount of Federal Funds Obligated by this Agreement: \$76,420.00
5. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: \$291,682.00.
6. Name of pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of pass-through entity: Oregon Health Authority
 - (b) Contact Information for awarding official of the pass-through entity:
Luci Longoria, Health Promotion Manager; 971-793-9247
luci.longoria@dhsosha.state.or.us
7. **Federal Award: SAPT**
 - (a) Federal Award Identification Number (FAIN): 2B08TI010043-16, 2B08TI010043-18, B08TI083068-01, B08TI083472-01, B08TI083963, B08TI083513
 - (b) Federal Award Date: 10/01/2015-9/30/2022 (The money is continuous and another NOA will be received)
 - (c) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$291,682.00
 - (d) Federal Awarding Agency: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment
 - (e) Federal Award Project Description: Provides block grant resources for treatment services (OHA Health Services) and foundational substance abuse prevention (PHD) to address alcohol, tobacco and other drugs.

- (f) CFDA Number and Name: 93.959 (Substance Abuse Prevention and Treatment Block Grant)

Amount: NOA SAPT COVID = \$19,288,251.00
NOA SAPT ARPA = \$16,658,035.00

- (g) Indirect Cost Rate: 5% of total direct cost

- (h) Is Award Research and Development? ☐ Yes ☒ No

*For the purposes of this Exhibit E, "Subrecipient" refers to Recipient and "pass-through entity" refers to OHA.

**The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity from 7/1/2017 to 6/30/2023.



MOTION

SUBJECT: OHA Grant Agreement Amendment

I move to approve Amendment 2 to Oregon Health Authority Grant Agreement Number 162432.



YOUTH THINK ITEM

Addendum to Johann Hari Speaking Agreement

[STAFF MEMO](#)

[JOHANN HARI VIRTUAL SPEAKING AGREEMENT](#)

[ADDENDUM TO JOHANN HARI SPEAKING AGREEMENT FOR IN-PERSON
SPEAKING](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Johann Hari Speaking Contract Addendum

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEBBY JONES

DATE: AUGUST 29, 2022

BACKGROUND INFORMATION:

Lavin Agency – Johann Hari Speaker

- When the original agreement was signed, this event was scheduled to be virtual. We later learned that Mr. Hari would actually be in the US during the time we were planning our event. The YouthThink board agreed that the additional costs for an in-person event would be worth the additional expense. Mr. Hari is an internationally known speaker and New York Times Best Selling Author. We have chosen this particular speaker due to his name recognition and the message he shares. His key concepts for his presentation will touch on addiction (both substance and behavioral) as well as the importance of connection. We have three separate grant sources that are participating in the funding. This event also serves as the kickoff for YouthThink's new engagement strategy. I have attached the link to a Ted Talk from Mr. Hari. The amended agreement covers the in-person speaking fee and travel/lodging for the event.

<https://www.youtube.com/watch?v=PY9DclMGxMs>

Date: June 1, 2022

Agent: Natalie Neri

The Lavin Agency Ltd.

Address: 119 Spadina Ave #1200,

Firm Offer

Toronto, ON M5V 2L1 Canada

Firm Offer

Speaker will not be contacted regarding this event and the date will not be held until this Firm Offer is signed and returned.

Firm Offer must be signed and returned within 10 days.

Client	YouthThink – Wasco County
Client's Address	<u>202 E. 4th St.</u>
Speaker	Johann Hari
Event Date(s)	Between first week of September and last week of October 2022. Event Date to be confirmed in writing at least 90 days before such a date.
Event Name	YouthThink Fall 2022 Speaker Series
Fee	\$10,000.00 USD (plus applicable taxes)
Event Venue/City	Virtual Event
Speech Topic	Stolen Focus
Complete Schedule	60-minute session (keynote followed by moderated conversation and Q&A). Speaker to login 15-minutes prior to the start of the event session for a tech check. Exact schedule to be confirmed at least 90-days prior to Event Date.
Travel Expenses	N/A
Additional Provisions	Both parties agree that the Event will be live streamed one-time via a secure website only to registered attendees. The virtual event shall be password protected. Notwithstanding the foregoing it is agreed that this event may be video recorded, audiotape or otherwise recorded (the "Recording") or preserved for a period of 30 days after the Event. Subject to Oregon Public Records Laws, which shall control in any dispute during the above described period only to the extent the recording remains in County's possession. The Recording of the Event shall only be used for the Client's archives on its own website behind a secured firewall and must be password protected. Only registered attendees with a valid login may access the Recording. The Speaker retains all the rights in the Recording not expressly conveyed by the terms of this Firm Offer. The Client may not use the Recording for any purpose not expressly authorized by this Firm Offer without obtaining the prior permission of the Agency. Without limiting the generality of the foregoing, it is agreed that this Firm Offer does not authorize the Client to

sell, rent, lease, sub-license, distribute, livestream the Recording or to make any commercial use of thereof whatsoever.

As soon as reasonably possible after the Event, the Client shall send the original of the Recording in any of the following formats that are available: .WMV, .MP4, or .MOV video of the Speaker care of the following website: <https://thelavinagency.wetransfer.com>

Audio/Visual Requirements No PPT - has a broadcast quality mic and presents from his office.

Payment Terms 50% Deposit: Due upon receipt of Deposit Invoice and required to reserve speaker availability for Event Date.
The balance payment: Due thirty (30) days prior to Event Date and PRIOR to delivery of any speaker services.

This document, when signed below and delivered to The Lavin Agency Ltd. ("Lavin" or "Agency"), constitutes a firm and binding offer. The above-named organization (the "Client") agrees to keep open, and not to revoke or revise the terms herein, for a period of not less than 30 days from the date of delivery to Lavin in consideration for Lavin's undertaking to make reasonable efforts to seek the acceptance hereof by the Speaker within the same period. If within that period the Speaker named above accepts this offer, and notice of such acceptance is given by Lavin to the Client, then the terms of this offer will constitute the entire agreement ("Agreement") between Lavin and the Client.

If the Speaker agrees to the terms of this Agreement as outlined, then 50% of the Fee is non-refundable. If the Client cancels the engagement after the Speaker has agreed to it and less than 60 days prior to the event date, the Client shall owe Lavin the balance of the Fee plus any non-refundable applicable travel expense(s) incurred by the Speaker or Lavin in anticipation of the Event. If for any reason beyond their control, Lavin or Speaker is unable to fulfill their obligations under this agreement, Lavin will make reasonable efforts to provide a replacement Speaker subject to the Client's approval. If Lavin is unable to provide a replacement Speaker acceptable to the Client, the parties agree that Lavin's only obligation shall be to return any monies paid by the Client to Lavin within 30 days, without interest, and without any further liability of any kind (foreseeable or unforeseeable).

The Client acknowledges that they may be held liable for the full amount of the Fee, plus attorney fees and expenses incurred, if a breach of the Agreement occurs.

The parties agree to act in good faith and shall use their best efforts to find a new mutually agreeable Event Date if the original Event Date requires postpone due to COVID-19 concerns and/or any other causes beyond either party's control, which may include, but are not limited to; acts of God or war or a public enemy or terrorist, applicable regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, flood, earthquake, storm, pandemics, epidemics and quarantines, rendering performance impossible, infeasible or unsafe (each a "Force Majeure Event"). Neither party shall incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its reasonable control and without the fault or negligence of either party as a consequence of circumstances of a Force Majeure Event. The new Event Date shall take place within 12 months from the date of the original Event Date and the terms of this Agreement shall extend and continue to apply until the event has taken place. Upon mutual agreement, parties may elect to amend the format of the event. Any monies or the Fee paid shall be applied towards the cost of the new Event Date. In the event that there are outstanding Fees, it is agreed that those Fees shall be paid in accordance with the payment terms of this Agreement before a new Event Date has been solidified with the Speaker or any efforts are made by Lavin with respect to same. Should the new Event Date not take place within 12 months, Client may terminate this Agreement and Lavin shall issue a refund in full within 30 days.

The Client agrees to obtain approval of all event sponsors with Lavin in advance of the Event. The Client shall provide up to four (4) complimentary tickets, passes, or registrations to the Event to Lavin for guests of the Speaker, upon request.

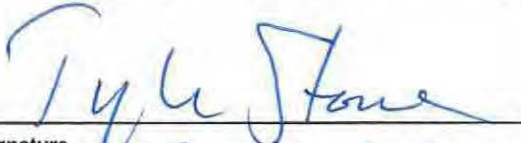
No recording of the Event shall be made, retained, or distributed in any way by Client or its Agents without the prior, written consent of the Agency. If, in any action by the Agency against the Client for breach of contract relating to a recording that is made by the Client or its Agents of the Event (virtual or otherwise), the Agency prevails to any extent, the Client shall fully indemnify the Agency for all its costs and expenses, including attorneys' fees, and shall pay damages on account of same in the amount of \$100,000 as the sole and exclusive remedy. The parties agree that the aforementioned amount shall constitute liquidated damages and shall not be considered a penalty (or penalty clause) and is in addition to all other rights of the Agency in the event of such a breach. The parties further acknowledge that (i) the amount of loss or damages likely to be incurred is difficult or impossible to estimate precisely, (ii) the amount specified herein bears a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by the Agency as a result of such breach, (iii) one of the reasons why the Agency and the Client have reached an agreement as to such amount is the uncertainty and cost of litigation regarding the question of actual damages, and (iv) the Agency and the Client are sophisticated business parties and have been represented by sophisticated and able legal counsel and negotiated this Agreement at arm's length.

Neither the Client nor Lavin undertakes to indemnify the other with respect to any liability to third parties.

This Agreement shall be interpreted according to the laws of the province of Ontario. Any disputes arising from this Agreement shall be resolved by the courts in Toronto, Ontario, Canada. No modification of this Agreement shall be valid without the written consent of the parties hereto. In the event of a dispute between the parties, such dispute shall first be submitted to non-binding (closed) mediation for a period of 60 days and only if that does not result in a resolution would the parties be allowed to pursue any action in a court.

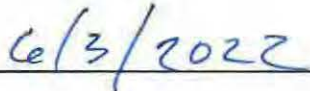
In the event of a failure or refusal by the Client to pay any amount due per the Agreement, as a result of which Lavin commences a court action to enforce this contract, and if Lavin prevails in such action, Lavin shall be entitled to recover its reasonable attorneys' fees and expenses incurred therein, and in any subsequent appeal and/or collection proceedings preceding the action.

The terms and conditions of this Agreement, including any information exchanged during the negotiation of the Agreement, are confidential and may not be disclosed to any third party except as required by Oregon public records laws. The Client acknowledges that Lavin has not requested any information that is confidential or proprietary to the Client and that Lavin shall have no obligation of confidentiality except with respect to written information; (a) which the Client specifically identifies, in writing, to be confidential, and (b) with respect to which the Client has made a specific, written request for confidential treatment, which request Lavin may grant or deny in its sole discretion.



Signature
TYLER STONE A.O.

Print Name Title



Date



Addendum #1 dated August 26, 2022, to the *Firm Offer*, dated June 1, 2022, for the service of Johann Harr.

The parties hereby accept the additional terms to this agreement, listed below:

Both parties agree that Speaker shall deliver services in person on September 27, 2022.

Both parties agree that the Fee outlined in the Firm Offer dated June 1, 2022, shall increase by \$7, 500 USD. New Total fee shall be \$17,500USD.

Travel Expenses: Client is responsible for the following expenses: Business Class Airfare (within the United States). The Lavin Agency to book, purchase, and invoice Client for Speaker's round-trip, non-stop, direct (when available) airfare. Hotel: Client to book and pay in advance (or direct bill) for hotel accommodation as required. \$350.00 to cover speaker's out of pocket expenses and home-city ground transportation. Client to arrange and pay for ground transportation in event city.

Complete Schedule:

- **6:00pm Pacific Time: Arrive on-site at venue**
- **6:30pm Pacific Time: 60-minute session (keynote talk followed by moderated conversation and Q&A)**
- **7:30pm Pacific Time: Conclusion**

In all other respects the agreement remains in full force and effect.

WASCO COUNTY

Date:_____

Signature:_____

Print Name:_____

Title:_____

LAVIN

Date:_____

Signature:_____

Print Name:_____

Reference: 25163

Title:_____



MOTION

SUBJECT: Johann Hari Speaking Agreement Amendment #1

I move to approve Addendum 1 to the Lavin Agency Agreement engaging the in-person speaking services of Johann Hari.



YOUTH THINK ITEM

ActOn Renewal

[ACTON RENEWAL ORDER](#)

[MOTION LANGUAGE](#)



ORDER FORM

Act-On Software, Inc.

121 SW Morrison St. Suite 1600 Portland, OR 97204

Customer Information		Agreement Details	
Customer:	Youththink / Wasco County	Subscription Term Start Date:	October 14, 2022
Address:	610 Court St The Dalles, OR 97058 US	Payment Terms:	Net 30
Contact:	Debby Jones	Bill Frequency:	Annual
E-Mail:	debbyj@co.wasco.or.us	Subscription Term:	12 Months
Telephone:	5415062673	Bill Date:	Latest date listed in signature block

Subscription				
Product	Description	Units	Monthly or Unit Cost	Total Fees
Act-On Base Package (Active Contacts)	The Act-On Base Package (Active Contacts) may be accessed by marketing users and sales users and includes: Real-time tracking and reporting on email campaigns, form submissions, landing pages, Twitter replies, and website visitors; Certain out-of-the-box integrations. For a full list of features visitor our website.	1.00	USD 441.00	USD 5,292.00
Subscription TOTAL:				USD 5,292.00

TOTAL: USD 5,292.00

This Order Form ("Order Form") describes the subscription online services ("Services") purchased by Customer from Act-On Software, Inc. ("Act-On"). By signing below, you represent that you have the right to bind your organization to the terms and conditions set forth herein. Execution of this Order Form constitutes a binding commitment for Customer to purchase the Services described herein. Customer's use of and access to the Services is subject to and shall be governed by the Clickwrap Master Services Agreement found at <http://www.act-on.com/master-services-agreement> (unless the parties have negotiated an agreement to govern the provision of the Services, in which case such negotiated agreement shall govern Customer's use of an access to the Services) (the "Master Agreement").

This Order Form is incorporated into the Master Agreement by this reference. In the event of any conflict or inconsistency between this Order Form and the Master Agreement, the terms and conditions of this Order Form will prevail.

The Services will commence on the Subscription Term Start Date and will continue for the Subscription Term, unless terminated by either party as set forth in the Master Agreement. Customer's license to the Services will automatically renew for successive additional 12-month renewal terms with an automatic 5% increase in fees for each subsequent renewal term, unless either party gives the other party written notice of its intent not to renew at least thirty (30) days prior to the end of the applicable Subscription Term or renewal term.



Customer will pay the Fees set forth above, plus applicable taxes, in accordance with the Payment Terms. The Fees are based on the Units listed in the Purchase Summary, and the Customer is responsible for payment of the Fees regardless of actual usage.

This Order Form may be executed in counterparts.



Acceptance and Signature

Youththink / Wasco County

Signature:

Printed Name:

Billing Contact Name:

Billing Contact Email:

Billing Contact Phone:

Date:

Act-On Software, Inc.

Signature:

Printed Name:

Date:



MOTION

SUBJECT: Gambling Prevention Services Contract Amendment

I move to approve the Amendment to the January 1, 2022, Professional Services Contract between Wasco County and Mid-Columbia Center for Living extending the provision of Problem Gambling Prevention Services.



AGENDA ITEM

Zen City Survey

[STAFF MEMO](#)

[SURVEY RESULTS](#)



MEMORANDUM

SUBJECT: Zencity Community Asks Results

TO: BOARD OF COUNTY COMMISSIONERS

FROM: STEPHANIE KRELL

DATE: AUGUST 30, 2022

Background Information

Wasco County has been working with Zencity and its platform to gather digital discourse occurring in our community to understand trends and topics that are most frequently discussed.

In May, we launched a Community Asks campaign, which included input from the Board. The campaign lasted three weeks and was posted on our website, Facebook page, Instagram page, The Dalles Happenings, The Unedited Dalles Happenings and The Dalles – Past, Present, Future. It reached over 3,800 people on Facebook and Instagram with 33 reactions, 10 comments and 15 shares.

In the packet, you will find a report of the results from the 124 responses that were collected. Affordable Housing, Well-Performing Schools and Mental Health Services were the top three pressing needs that participants selected in the survey.

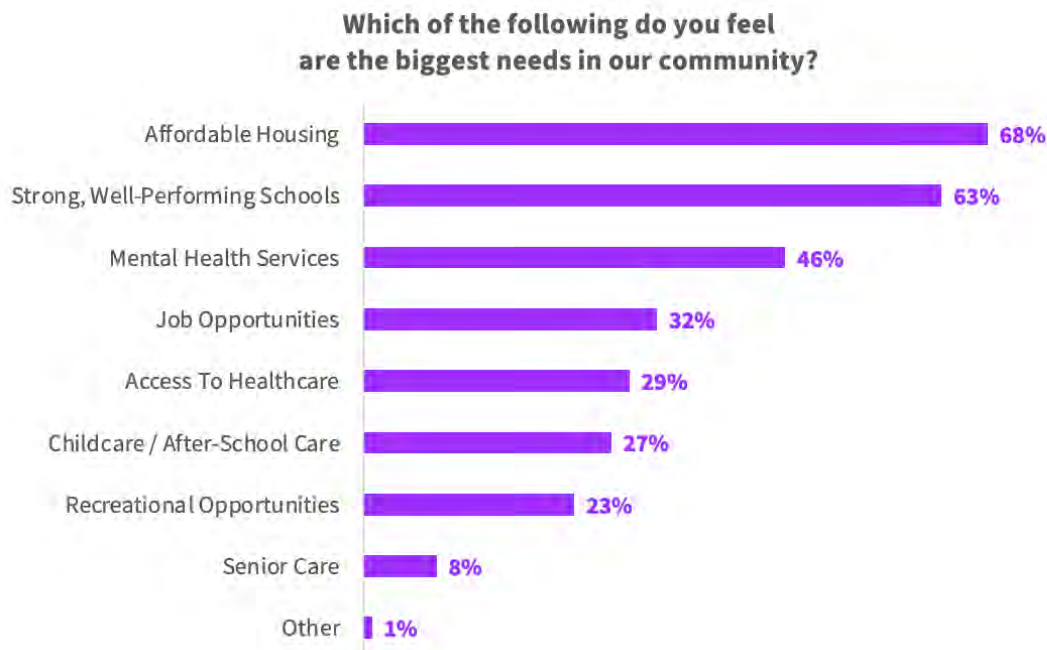
This survey was a good test for participation and collected valuable feedback. The staff at Zencity have found it beneficial to survey the community every quarter. I am looking to the Board for topic suggestions to draft the next Community Asks Survey.

Residents rate Affordable Housing, Well-Performing Schools, and Mental Health Services as the most pressing needs to help strengthen the community

The following report analyzes resident feedback collected in a **Community Asks** survey designed by Zencity and deployed by Wasco County OR **asking residents about how city programs and services best serve their needs**. The survey received responses between May 3 – 24, 2022, including one closed-ended and one open-ended question, and **collected 142 responses**.

Respondents were first asked which of the following they feel are the biggest needs in their community: Affordable Housing; Strong, Well-Performing Schools; Mental Health Services; Job Opportunities; Access To Healthcare; Childcare / After-School Care; Recreational Opportunities; Senior Care; Other. Most respondents ranked **Affordable Housing and Strong, Well-Performing Schools** as the most pressing needs in the community (89 and 82 responses, respectively). Nearly half of respondents chose **Mental Health Services**, followed by a third of respondents who selected **Job Opportunities** as an urgent need in the community (60 and 42 responses, respectively).

To view the complete list of responses, click [here](#).



The open-ended question read: *"Which of the needs that you picked affects you the most and how does it affect you?"* and received **124 responses**. An analysis of residents' responses identified the following most prominent attitudes*:

- **Affordable Housing (35 responses)**: Like the closed-ended question, affordable housing was **the primary need** expressed by respondents. Several respondents mentioned that **rising living costs and lacking job opportunities** contribute to housing difficulties. Others stated that **they are considering moving from the area** to afford decent housing.
- **Healthcare (29 responses)**: Access to healthcare was the second-leading need expressed by respondents. Responses cited **vacant medical positions due to low wages** and **poor mental health services** as the main issues concerning healthcare.
- **Schools (26 responses)**: Regarding education, respondents stated that **high-performing schools and updated facilities** are crucial to help **build a strong community, attract high-paying jobs**, and ensure the **overall economic development** of the County.
- **Employment (17 responses)**: Many respondents **connected employment with affordable housing**, stating that local jobs do not pay enough to live in the area. Others mentioned **improving schools to attract higher-paying job opportunities**.
- **Parks and Recreational Activities (11 responses)**: Some respondents asked for **more recreational activities for kids and teens**. Several others mentioned that **the county should invest in developing the river and waterfront further**. One respondent asked for a dog park.
- **Local Businesses (7 responses)**: A few respondents focused on **attracting more local businesses and amenities** to help **revitalize** the county. A couple of respondents expressed concern about closing businesses.
- **Childcare (6 responses)**: Several respondents requested **better childcare access**. Some added that **missing after-school daycare options** prevent families from **earning more income**.

In summary, residents' most pressing needs are **affordable housing, high-performing schools, and better healthcare services**. Many respondents viewed these issues as **interconnected** and stated that improvements in one area would **significantly impact the overall well-being of the community**.

**We note that the above groupings are not mutually exclusive, as respondents sometimes expressed multiple attitudes within individual responses.*



AGENDA ITEM

Road Maintenance

[DRAFT REQUEST LETTER](#)

[PHOTOS – SEVENMILE HIGH ROAD NORTH OF MATRIN ROAD & CURVE
AND SWALE ON RIDGE ROAD](#)

To: Board of County Commissioners

|

RE: Sevenmile High and Ridge Road Concerns

Commissioners:

I am requesting help from the County to help with some serious road maintenance issues that we property owners are unable to address. Twenty seven parcels use this road system to access their properties in this area. We are asking for consideration to work with your Road Department to help with this situation in much the same way as was done with Dell Road a few years back.

Sevenmile Hill Road and Ridge Road are both dedicated roads of public access, but are not maintain by Wasco County. These roads are taken care by a variety of residents that use their personal equipment, time and resources that live along the road and use it for access to their property. Unfortunately, over the past several years parts of these roads have become in disrepair beyond what we as citizens have the ability to maintain (see photos).

The ability to find private parties to work on a public road is a challenge in both finding firms that might do this work, their schedules and the cost of this effort. It has become beyond our ability to address the current issues and we are asking for the Counties help to repair the serious challenges that will impede the ability for the residents to access their properties and obtain emergency services. We are hoping this work could be completed before the next winter season.

We are working on the details of the specific scope of the project and all of the participants, but we would like the blessing of the County to work in partnership with your Road Department to work to develop an acceptable solution to the challenges we are experiencing on our roads in Wasco County. Your approval of this request is needed to help maintain the safety of the roads in our neighborhood.

Thank you for your consideration,





















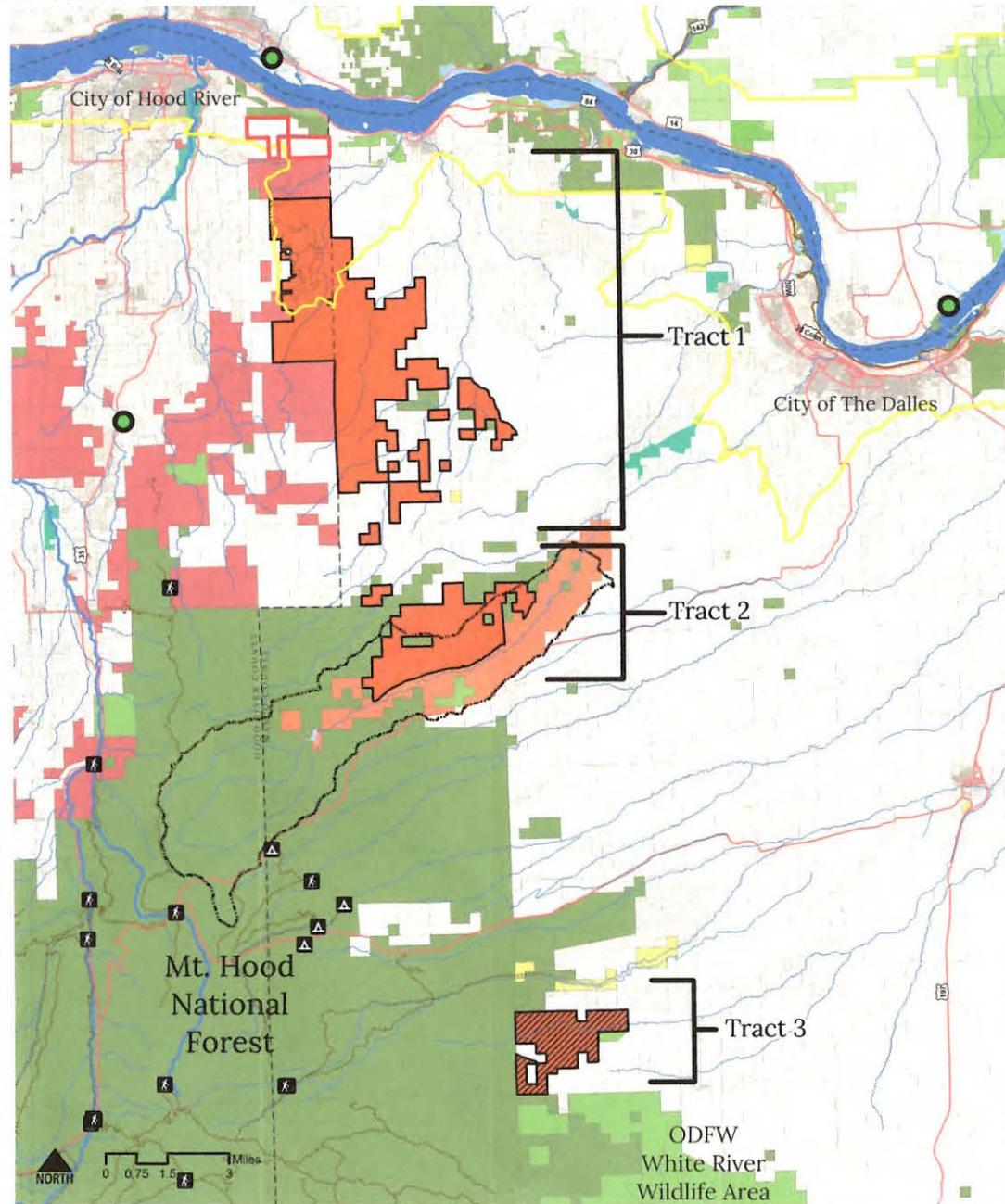
AGENDA ITEM

Regional Mobilization

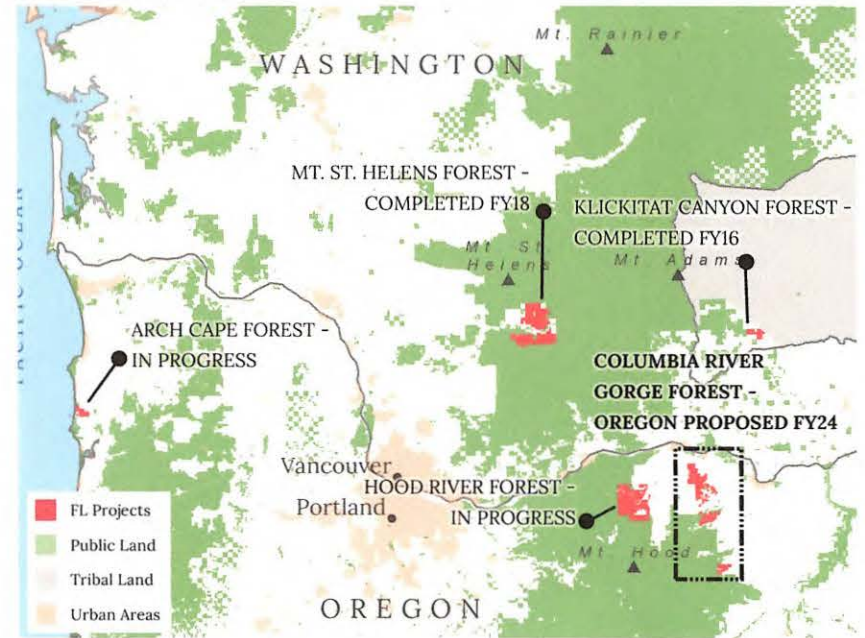
[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO AGENDA](#)



PROJECT OVERVIEW MAP:



REGIONAL MAP:



Columbia Gorge Forest Conservation Project Area

Project Metrics

Forest Legacy 2024 (14,095 Acres)

Match Property - Forest Legacy 2024 (1,965 Acres)

Land Management

- Federal Government
- State Government
- Hood River County
- City of The Dalles
- Other Local Government
- Columbia Land Trust
- Columbia River Gorge National Scenic Area Boundary

Hydrography

- Rivers
- City of The Dalles Drinking Watershed

Infrastructure

- Major Roads
- Trails
- Mill Locations
- Forest Land Marketed As Non-Forest

Map Date: 7/11/2022
Data Sources: USGS, Wasco County, Hood River County
Source: 2022 Forest Legacy - Oregon

DISCLAIMER: This map is not a survey and must not be construed as one. This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



YouthThink Presents
Best Selling Author and
International Speaker:

Johann Hari

Event: Finding Hope and Connection in a time of Depression, Anxiety and Addiction

When:

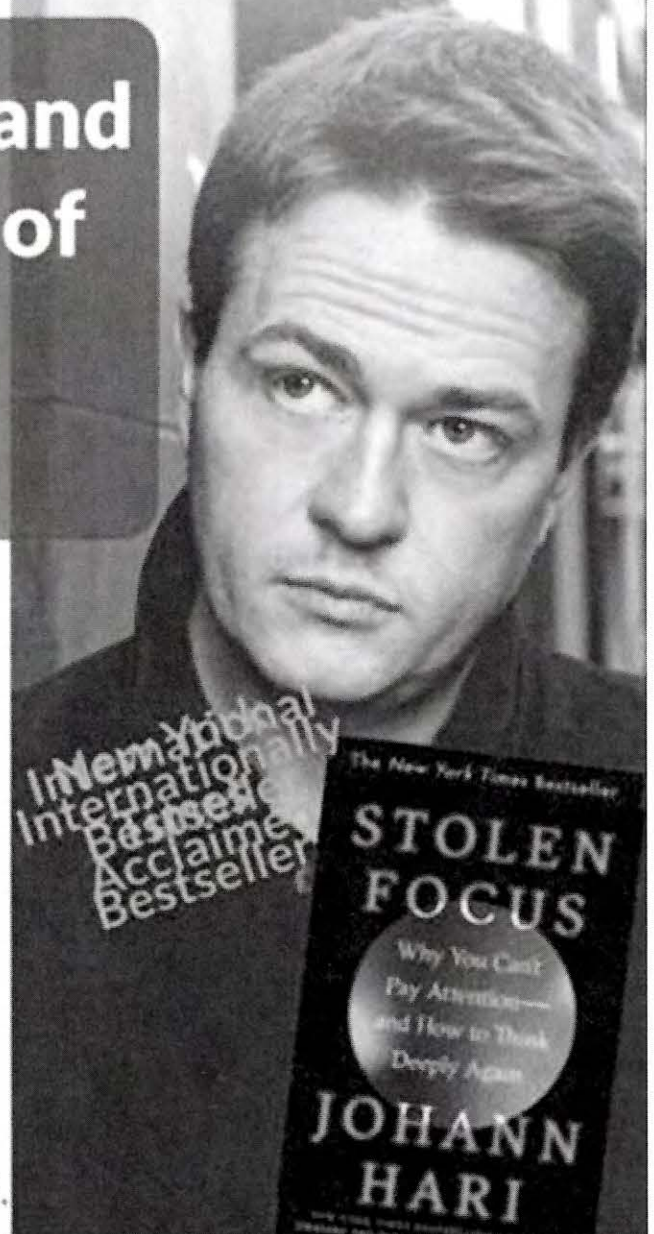
Tues, Sept 27 at 6.30pm

Where:

The Dalles High School Auditorium

**See More Details &
Johann's TED Talk**

*This is a free event, by Youththink, it's not a lecture, but it is an opportunity to be inspired.



September 1, 2022

To: Wasco County Board of Commissioners

From: Georgiana “Georgia” A. M. Murray

Re: Sevenmile High and Ridge Road Repair Concerns

Commissioners:

I am requesting help from Wasco County for serious road repair issues that have occurred due to unusual wet weather and deterioration of crowning/ditching, clogged culverts, no culverts, causing deep ruts in parts of the roadways. All of the affected landowners have been notified by written and some also by verbal communication in an effort to cure the problem. On behalf of the landowners, I am asking for consideration to work with your Public Works Department to help resolve the issues in the same way it was accomplished with Dell Road a few years ago.

Sevenmile High Road and Ridge Road are public roads, but are not maintained by Wasco County. Over the years the roads have been cared for by residents using their own equipment, time and resources to enable access to the properties. Removing snow could have been a factor that caused the crowning and ditching to be flattened out, as these roads were initially built to county standards back in 1979 or 1980. (I have taken photos of parts of these roads on 08/30/2022 and submitted them to Kathy C.)

Arthur Smith came up to the two roads upon my request to determine what would be needed to make them passable. The ability to find private parties to work on these roads presents a challenge to find someone based on their schedules and cost. It has become beyond the landowner’s ability to address the current issues, thus, we are asking the County to help to repair the serious challenges that will impede the ability of ingress/egress for the various landowners for usual and customary reasons and any emergency services that may be required. We are sometimes heavily fogged-in during Fall and Winter weather, plus the snow that will eventually fall and cover the ditches.

We are working on the details of the specific scope of the project and all of the participants, but we would like the blessing of the County Commissioners to work in partnership with your Public Works Department to develop an acceptable solution to the challenges we are experiencing on the aforementioned roads. Your approval of this request is needed to make these roads safe, as they are the only way out to Sevenmile Hill Road for all but one landowner, and that would be me.

Thank you for your time and consideration.

Georgiana “Georgia” A. M. Murray

Georgiana “Georgia” A. M. Murray
Spearheading this request in behalf of the Landowners

Sevenmile High North Road Repair

Mark Womble [REDACTED]

Thu, Sep 1, 2022 at 9:28 AM

To: SteveK@co.wasco.or.us, ScottH@co.wasco.or.us, KathyS@co.wasco.or.us

Cc: KathyC@co.wasco.or.us, m [REDACTED]
[REDACTED]

Dear Commissioners:

I write in support of the request that you authorize Arthur Smith as Director of Public Works to finalize a scope of work and price quote for needed road repairs as detailed in a letter from Mr. Smith to Georgia Murray dated June 23, 2022, and to further authorize Public Works to perform the work once mutually approved terms and conditions are developed by Mr. Smith.

To facilitate an appropriate sharing of costs by the households using the roads involved, I request that Mr. Smith break down his quote for the cost of repair so as to separate the cost of repairs for the portion of Sevenmile High North from Martin to Ridge, from the cost of repairs for the portion from the intersection of Sevenmile High North and Ridge to the low spot on Ridge at the culvert crossing. Mr. Smith has stated the portion from Martin to Ridge would involve approximately 625 feet of ditching and 300 feet of road repair, and the Ridge Road portion involves approximately 150 feet of ditching and 200 feet of road repair. The breakdown of costs in this manner will assist the residents in fairly apportioning the total cost based on their respective use of the roads involved.

Thank you for your consideration in this matter.

Very truly yours,
Mark Womble
541 298-7700