



October 4, 2023 BOCC Session

Wasco County

511 Washington Street, Suite 302, The Dalles, OR

Oct 4, 2023 9:00 AM - 12:00 PM PDT

Table of Contents

I. Agenda.....	3
10-4-2023 BOCC Agenda.pdf.....	3
II. Discussion List	
A. Floodplain Update.....	4
2023 FEMA Revision Postcard.pdf.....	4
B. Substance Abuse Treatment Contract Amendment.....	6
Contract for CADC Supervision -Amendment 1.pdf.....	6
Contract for CADC Supervision - Youth Services.pdf.....	10
Contract Amendment for CADC Supervision Motion.pdf.....	19
C. Cleaner Air Grant Amendment.....	20
Grant Agreement 179362 Amendment 1.pdf.....	20
179362-0 Clean Air Grant.pdf.....	24
Cleaner Air Amendment Motion Language.pdf.....	44
D. Eastern Oregon Counties Association Membership.....	45
2023-2024 EOCA Dues Letter.pdf.....	45
Wasco County 2023 EOCA Invoice.pdf.....	46
III. Consent Agenda	
A. 9.20.2023 Minutes.....	47
9-20-2023 Regular Session Minutes DRAFT.pdf.....	47
IV. Business Oregon Brownfields Grant.....	55
BOCC Memo_Oregon Business Grant.pdf.....	55
Business Oregon Brownfields Grant N24002.pdf.....	56
Business Oregon Grant Motion Language.pdf.....	66
V. Surplus Equipment.....	67
Public Works Surplus Vehicles Memo.pdf.....	67

Sheriffs Memo Vehicle Surplus.docx.pdf.....	69
Order 23-053 Surplussing Equipment.pdf.....	70
Surplus Motion Language.pdf.....	71
VI. Wasco County Strategic Plan.....	72
BOCC Memo Strategic Plan 2023.pdf.....	72
Wasco County Strategic Plan 2023_final.pdf.....	73
Strategic Plan Motion Language.pdf.....	97
VII. EV Charging Station.....	98
BOCC Memo EV Charging Station County Fairgrounds.pdf.....	98
WASCO COUNTY - EV Connect Quote (PowerCharge).pdf.....	100
EV Connect Online Master Services Agreement.pdf.....	103
EV Connect Motion Language.pdf.....	119
VIII. Executive Session - Pursuant to ORS 192.660(2)(e) Real Property Transactions	



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
OCTOBER 4, 2023**

This meeting was held in person and 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: Steve Kramer, Chair
Scott Hege, Vice-Chair
Phil Brady, County Commissioner
STAFF: Kathy Clark, Executive Assistant
Tyler Stone, Administrative Officer

Chair Kramer opened the session at 9:00 a.m. with the Pledge of Allegiance.
Additions to the Discussion List: State Funded Local Museum
Projects/Groundwater Issues – Agriculture and Natural Resources Committee.

Chair Kramer opened the floor to public comment. There was none.

Discussion Item – Flood Plain Update

Planning Director Kelly Howsley-Glover reviewed the post card included in the Board Packet saying that the intent is to send it to those who will be impacted by changes in the floodplain map. The proposed map changes will enter an appeal period on October 18th. She said she is also working with the City of The Dalles on this project.

Commissioner Brady commented that he tested the QR code which takes you to a site referencing a meeting in May. Ms. Howsley-Glover responded that she has already contacted FEMA to suggest they reorganize the story map to push forward the appeals process.

Vice-Chair Hege asked how many people will be impacted. Ms. Howsley-Glover replied that there are approximately 900 properties; a number of which will see no real impact. About 100 properties will be removed from the floodplain and about 300 will be added.

Vice-Chair Hege noted that the card is going out to raise awareness for appeal opportunities but any objections need to be supported by data. Ms. Howsley-Glover concurred saying that an appeal based on discontent will not be acceptable; appeals should be based on things such as a challenge to the FEMA

procedure not being followed or a letter of map amendment that was not recognized.

Vice-Chair Hege observed that these types of processes can be challenging for citizens as they do not really understand the appeals process. He asked if there is some way we can help with that. Ms. Howsley-Glover pointed out that her staff is not composed of floodplain engineers or hydrologists; they do not possess the skills and expertise to be of assistance. She said that it has been her experience that FEMA is very resourceful and helpful; she would suggest that citizens contact them directly – the email is included on the post card.

Vice-Chair Hege pointed out that the appeals are to be submitted to the County. Ms. Howsley-Glover explained that FEMA's process is for the jurisdiction to collect the appeals and submit them to FEMA.

Vice-Chair Hege asked if the changes make sense to Ms. Howsley-Glover. Qualifying her response with the disclaimer that she is not a floodplain engineer nor a hydrologist, Ms. Howsley-Glover replied that her sense is that it appears to be consistent with the LIDAR data we provided and the known hazards on the landscape. She said the methodology seems competent. She reported that in conjunction with the Surveyor staff, FEMA went out and walked portions of the area to confirm that it is reflective of the mapping.

*****The Board was in consensus for staff to send out the mailer notifying affected citizens of the proposed changes to the floodplain map.*****

Discussion Item – Substance Abuse Treatment Contract Amendment

Juvenile Services Director Molly Rogers explained that this is simply an ongoing agreement with our supervisor who supports the process of staff certification. By the end of this amendment term, we will no longer need to contract for these services; staff will be certified and can provide supervision for others.

Vice-Chair Hege asked if the scope of work remains the same for the amendment. Ms. Rogers replied affirmatively.

{{Vice-Chair Hege moved to approve Amendment 1 the Contract between Monique Adams and Wasco County extending the expiration to June 30, 2024 for the provision of substance abuse treatment programming. Commissioner Brady seconded the motion which passed unanimously.}}

Discussion Item – Cleaner Air Grant Agreement Amendment

Emergency Services Manager Sheridan McClellan explained that the contractor has been delayed which necessitates an extension of the grant's term. We have already received the funding. We had identified 4 buildings to upgrade; cost considerations have narrowed the scope of the project to 1 building which is the largest of the 4. The large industrial building will have heating and cooling installed.

Vice-Chair Hege asked when the work would begin. Mr. McClellan replied that that work will begin as soon as the contractor is available. In the meantime, our Facilities crew will be doing some pre-work to move the project along.

{{Vice-Chair Hege moved to approve Amendment 1 to Grant Agreement 179362 between the State of Oregon and Wasco County to extend the expiration date to June 30, 2024. Commissioner Brady seconded the motion which passed unanimously.}}

Discussion Item – EOCA Membership

Mr. Stone stated that this came to us some time ago and it has been discussed in years past. He noted that Chair Kramer and Commissioner Brady have attended some meetings of the Eastern Oregon Counties Association which represents 13 more rural counties of Eastern Oregon. He said this is on the agenda for the Board to determine whether or not to join.

Vice-Chair Hege stated that we already belong to AOC which advocates on our behalf; he is not interested in joining EOCA.

Commissioner Brady agreed, saying that he did attend and was warmly received; however AOC identifies the same issues and is able to address them – this is duplicative. He said they are happy for us to visit at their meetings but he does not see a need to become a member.

Chair Kramer concurred, stating that we do not need more bureaucracy.

Discussion Item – State Funded Local Museum Projects

Chair Kramer said the state is looking for bullet points on how they can support local museums. He said we can let the museums respond.

Discussion Item – Ground Water Issues

Chair Kramer explained that the Chair and Vice-Chair of the House Committee on Agriculture and Natural Resources (Chair Ken Helm and Vice-Chair Mark Owens) are trying to gather information to modify the Groundwater Allocation Rules which are currently a one-size-fits-all model. He suggested that Wasco

County can sign this to open the door for conversations with staff.

Vice-Chair Hege asked if the Soil and Water Conservation District has seen this. Chair Kramer replied that he just received it and does not see any time sensitivity that would prevent us from pausing to look into it further.

Commissioner Brady said he would also appreciate the additional time.

Consent Agenda – 9.20.2023 Regular Session Minutes

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

Agenda Item – Business Oregon Brownfields Grant

Administrative Services Director Ali Postlewait reviewed the memo included in the Board Packet. She said next steps will be to go out to bid for contractors to do the work.

Commissioner Brady asked if this is for the county-owned buildings located at 10th and Webber Streets. Ms. Postlewait confirmed that it is. She said we are aware of what is out there but there could be a change in scope based on the assessment. Mr. Stone added that it is for the entire site; we have done quite a bit of clean-up already.

Vice-Chair Hege asked if we had already done a level 1 assessment. Mr. Stone replied affirmatively.

{{Vice-Chair Hege moved to approve the Oregon Business Development Department Brownfields Redevelopment Fund Grant Contract for Project #N24002 Columbia Gorge Crisis Resolution Center Assessment Project. Commissioner Brady seconded the motion which passed unanimously.}}

Agenda Item – Surplus Equipment

Sheriff Magill reviewed the memo included in the Board Packet. He stated that one of the vehicles will be transferred to NORCOR for use as a transport vehicle.

Vice-Chair Hege asked about the 2022 Interceptor. Sheriff Magill explained that it is a wrecked vehicle; they will be able to liquidate some of the parts. He said that the lowest mileage 2017 Interceptor will go to NORCOR.

Public Works Director Arthur Smith said they assess equipment every year and select those pieces that are no longer serving us well and ask that the Board authorize them to dispose of the equipment according to the processes outlined by statute.

{{{Commissioner Brady moved to approve Order 23-053 surplussing Public Works and Sheriff's Department vehicles. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item – Wasco County Strategic Plan

County Clerk Lisa Gambie reviewed the memo and Plan included in the Board Packet. Mr. Smith added that he had been working with a group that asked for our Strategic Plan; he realized then that it had not been formally approved by the Board of Commissioners.

Vice-Chair Hege noted that the group had talked a lot about the Magic Button and he did not see it in the Plan. He asked where we are with that. Ms. Gambie replied that was the idea that we would be able to pull information from recording, planning, survey and assessor records to make information available through the GIS map. What they found is that there is not a common denominator to allow them to pull all of that into the GIS system as items were indexed differently. She said they have provided links to the Clerk, Surveyor and Assessor's search pages. Vice-Chair Hege asked how to find surveys. County Surveyor Bradley Cross explained that there is an interface to get to most of the surveys but you can also follow a link to go to the Surveyor's database.

Commissioner Brady asked how long it will be until the next Strategic Plan. Ms. Gambie replied that it will depend on the size of the projects. We have a fair amount of work to do for the 2 county projects we have identified. She said she would assume we will not do a session this winter. Mr. Stone pointed out that if you dig down to the department plans, they are 3-5 years. When you look at the organizational focus, we can determine if we need to update the plan for the projects currently identified. We might want to do it just for team building, but it is not necessary.

Vice-Chair Hege asked what it means to be ITIL Compliant. Information Services Director Andrew Burke replied that ITIL is the Information Technology Infrastructure Library which is a philosophical approach to managing infrastructure. It is a framework designed to standardize the selection, planning, delivery, maintenance and overall lifecycle of IT services within a business. The goal is to improve efficiency and achieve predictable service delivery.

Vice-Chair Hege asked what it means to convert road information. Mr. Smith replied that it is part of the larger piece of digitizing all County records. Mr. Stone added that it is a great example of how we approached it from bottom up and top down. The organization recognizes that need throughout many departments.

Vice-Chair Hege asked if that project is underway. Mr. Stone replied that they are evaluating 2 methods – internal digitization or contracting for that service externally. Mr. Burke reported that Information Services has met with all departments to evaluate their requirements and needs. They are collating that data to produce an executive summary. From there they will look at what the systems and costs would be for internal and external solutions.

Vice-Chair Hege asked about the utilization of camera technology made available through Google Maps. Mr. Cross explained that the field work for that project has been done and is being published on Google Street View. Vice-Chair Hege asked why Google would publish our data. Mr. Cross replied that is how we arranged the program; we gathered the information and uploaded it to Google Maps. Mr. Smith asked if the data is live for the public. Mr. Cross responded affirmatively.

Vice-Chair Hege asked if it will identify it as our photography. Mr. Cross replied that it would include our logo for the local access roads we uploaded. Mr. Smith pointed out that this work was for the Natural Hazard Mitigation Grant for fire and emergency response.

Commissioner Brady asked how they identify the culverts, etc. Mr. Cross stated it will depend on what we can see through the imagery. Mr. Smith said he suspects that we will be able to see the location, but information like the dimensions, which is important to Public Works, will likely not be available through the imagery.

Vice-Chair Hege asked if the Hearings Examiner program is fully underway. Ms. Howsley-Glover replied that we did enter a contract for a Hearings Officer. The only applications we have had for a hearing have been within the National Scenic Area which we do not allow for a hearings officer. We are working on changes that will allow that and hope to bring that to the Board in the next 6-8 months. For the codes compliance nuisance case in Tygh Valley, we did take that to the Hearings Officer and received a decision that enables us to move forward. We gave the property owner some additional time but they have failed to abate. The County will seek to abate which will go to the Hearings Officer and Circuit Court. She said the program is a savings to staff and the Board of Commissioners. Ms. Howsley-Glover reported that the Hearings Officer is highly skilled and well-experienced as well as being great to work with. She is a great addition to our program.

Vice-Chair Hege asked if there will there be a lien on the property to cover the cost of abatement. Ms. Howsley-Glover replied that there will be a lien. Vice-

Chair Hege asked if other counties use this process. Ms. Howsley-Glover replied that that they do; Skamania and Klickitat use it in the scenic area.

Vice-Chair Hege asked if the Community Corrections tracking bracelets issue has been resolved. Mr. Stone said he does not know but doesn't think they use them much

Vice-Chair Hege noted that there is a lot in the Strategic Plan. He asked if there should be more of a list of annual steps with so much to work on. Mr. Stone replied that is why we have only 2 projects. If you look at all of the departments, it is overwhelming and not achievable. Ms. Gambee said they talked about whether or not to add the department items but included them so the public can see what we are working on at the department level. Mr. Smith noted that the 3-5 year items won't have as visible progress in the short term.

{{{Commissioner Brady moved to approve the 2023 Wasco County Strategic Plan. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item – EV Charging Station Rebate Program

Ms. Gambee reviewed the memo included in the Board Packet. She said there is a map of where communities are less likely to have the ability to fund charging stations; those are the locations the rebate program is intended to serve. She reported that we have been encouraged to apply, working with FORTH who has someone to assist with the process. She stated that we sought quotes from 3 companies with EV Connect coming in as the most responsive and lowest cost of the 3. ODOT does not require asphalt but we will need signage. Information Services has reviewed the contract and suggested that we consider a warranty. We received an updated quote to include a warranty should we elect to do so; that would cost an additional \$3,250 for a 5-year warranty covering damage.

Chair Kramer asked for clarification of the cloud subscriptions. Ms. Gambee explained that it is a 5-year software agreement for processing debit/credit cards. The cost is \$1,460 per port; one post with two charging ports that can charge simultaneously.

Commissioner Brady said he spoke with Wy'East's Director Robert Wallace who is supportive of this program. He noted that the time will come when people will not travel to places that do not have charging stations available; this helps drive economic development in rural areas. He commented that the warranty is warranted; people already complain that often stations are out of service. These stations are the leading edge of technology.

Commissioner Brady pointed out that the price to the consumer is not yet determined. He asked who will receive the profits. Ms. Gambee answered that we can set our own rates. There is a charging station by the Veterans Services Office that offers free charging. The suggestion is that the vendor double the rate they are being charged for the power. In addition, you can charge an “idle fee” to discourage people from leaving their vehicle beyond the time it takes for a full charge. We will have access to the program to set our rates and we can vary the rates based on high usage times. The vendor will keep 4% for credit card processing and the rest will come back to the County.

Vice-Chair Hege asked if we have assessed the business case for this; what is the ROI. Mr. Stone replied that until we understand the utilization we cannot build an ROI. He stated that for him it is philosophical – our participation in energy savings and greenhouse gas reduction. In this case, the fairgrounds project will already have contractors on site so this is an economical and efficient time to do the work. This supports our commitment to climate change impact reduction.

Commissioner Brady added that part of the business case is that this will also support economic development in the area as people will shop and eat while they wait for their charge. It is complicated as we will see a reduction in our gas tax revenue. Ms. Gambee added that it is a level 2 charger which takes more time to charge; people will have time to appreciate the resources available in the area. Vice-Chair Hege said he would definitely like to know the outcome as it will be supportive of future decisions.

Chair Kramer pointed out that the fairgrounds is a place where we can electrify our small commercial equipment; this will support that transition.

{{Vice-Chair Hege moved to approve the EV Connect Online Master Services Agreement and authorize the Administrative Services Director to sign and submit the agreement through the online portal. He further moved to authorize the Administrative Officer to evaluate and determine if the warranty should be added to the purchase. Commissioner Brady seconded the motion which passed unanimously.}}

Chair Kramer called a recess at 10:28 a.m.

The Session reconvened at 10:35 a.m.

Executive Session

At 10:35 a.m., Chair Kramer recessed from the Regular Session to open an Executive Session Pursuant to ORS 192.660(2)(e) Real Property Transactions ORS

192.660(2)(h) He reviewed the process for Executive Session and instructed the media to not record the session or report on anything discussed in the session except the general subject as previously announced.

The Regular Session reconvened at 11:23 a.m.

Commission Call

Commissioner Brady said he attended the Pine Grove Water District meeting where they are working to replace a dysfunctional well. The meeting was attended by 20 members of the community. While the District has acquired grants and loans, they will need to raise rates to support the project. Citizens realize the importance of the project and support the increase. He complimented the District Board members (Gloria Miller, John Pierce, Jim Wrightson, Steve Helm and Merle Eckert) for their diligence and hard work for the community.

Commissioner Brady stated that he participated in a call with 6 Rivers Mediation regarding the Circles of Care pilot program. Six Rivers will run pilot for restorative justice circle meetings called Circles of Peace through 2024. A circle may be made up of the harmed party, the responsible party, family members, a community volunteer, and 1-2 staff circle keepers.

Commissioner Brady announced that he has been invited by the Discovery Center to join their Board. He has made it clear that he would be serving as an individual rather than a representative of the County.

Chair Kramer announced that Vice-Chair Hege will continue to serve as the District 3 Delegate which gives us 2 members on the Legislative Committee. The 2024 meeting will take place on October 4th in Hood River County.

Chair Kramer reported that the AOC Health and Human Services summit met on Monday for 4 hours. There will be 3 more meetings; dates have yet to be determined. He asked that the Commissioners watch their email for a list of priorities that they will be asked to rank. Mental Health and Measure 110 reforms will be among the items on the list.

Chair Kramer adjourned the meeting at 11:30 a.m.

Summary of Actions

MOTIONS

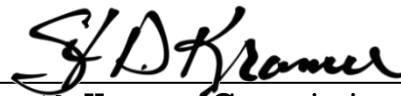
- **To approve Amendment 1 the Contract between Monique Adams and Wasco County extending the expiration to June 30, 2024 for the provision of substance abuse treatment programming.**

- **To approve Amendment 1 to Grant Agreement 179362 between the State of Oregon and Wasco County to extend the expiration date to June 30, 2024.**
- **To approve the Consent Agenda: 9.20.2023 Regular Session Minutes.**
- **To approve the Oregon Business Development Department Brownfields Redevelopment Fund Grant Contract for Project #N24002 Columbia Gorge Crisis Resolution Center Assessment Project.**
- **To approve Order 23-053 surplussing Public Works and Sheriff's Department vehicles.**
- **To approve the 2023 Wasco County Strategic Plan.**
- **To approve the EV Connect Online Master Services Agreement and authorize the Administrative Services Director to sign and submit the agreement through the online portal; to authorize the Administrative Officer to evaluate and determine if the warranty should be added to the purchase.**

CONSENSUS

- **For staff to send out the mailer notifying affected citizens of the proposed changes to the floodplain map.**

Wasco County
Board of Commissioners



Steven D. Kramer, Commission Chair



Scott C. Hege, Vice-Chair



Philip L. Brady, County Commissioner



AGENDA: REGULAR SESSION

WEDNESDAY, OCTOBER 4, 2023

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/PLEDGE OF ALLEGIANCE 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: Floodplain Update; Substance Abuse Treatment Contract Amendment; Cleaner Air Grant Amendment; EOCA Membership (Routine Items or Items of general Commission discussion, not otherwise listed on the Agenda) Consent Agenda: 9.20.2023 Regular Session Minutes (Items of a routine nature: minutes, documents, items previously discussed.) Public Comment at the discretion of the Chair (3 minute limit unless extended by Chair)
	Times are Approximate
9:30 a.m.	Business Oregon Brownfields Grant – Ali Postlewait
9:40 a.m.	Surplus Equipment – Arthur Smith/Scott Williams
9:55 a.m.	Wasco County Strategic Plan – Lisa Gambee/Arthur Smith
10:10 a.m.	EV Charging Station – Lisa Gambee/Ali Postlewait
10:20 a.m.	Executive Session – Pursuant to ORS 192.660(2)(e) Real Property Transactions
	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 FLOODPLAIN MAPS ARE CHANGING

THE 90 DAY APPEAL PERIOD STARTS 10/18/23



LEARN MORE: [HTTPS://BIT.LY/WASCOSTORYMAP](https://bit.ly/wascostorymap)

You have received this notice because you are within the new Wasco County Floodplain Map. FEMA provides a 90 day appeal period to citizens.

To appeal, FEMA requires a formal written objection to the proposed revision supported by data and documentation that shows the proposed preliminary map is scientifically or technically incorrect. Your comment should include your address and study area, Wasco County. More info on appeals: https://www.fema.gov/sites/default/files/documents/fema_appeals-comments-info-property-owners.pdf

Submit Appeals or Comments to:

Kelly Howsley Glover
Wasco County Planning
2705 E 2nd St
The Dalles, OR 970058

kellyg@co.wasco.or.us

Questions about the Appeal Process?

regionxhelpdesk@starr-team.com

SUBSTANCE ABUSE TREATMENT

CONSULTING SERVICES Amendment #1

This Amendment No. 1 to Consulting Services (this “Amendment” is entered into as of August 1, 2023, between Wasco County (“**COUNTY**”) and Monique Adams, CADC III (“**CONSULTANT**”), and amends the Consulting Services Contract entered into for the performance of substance abuse treatment programming for the Department of Youth Services **COUNTY** in furtherance of its goal to provide alcohol and drug treatment services to youth within Wasco County.

A. DEFINITIONS

Unless otherwise defined in this Amendment, all terms used in this Amendment that are defined in the Agreement are used here as they are there defined.

B. AMENDMENTS

1. Term

The term of this Contract shall be from its execution to project completion by no later than June 30th, 2024, and may be extended for additional periods of time upon mutual agreement of both parties.

2. Scope of Work

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

3. Compensation

3.1 Payment. CONSULTANT shall complete the Scope of Work as defined above for the Supervision of Nicole Beaman, CADC I, Payments shall not exceed **\$5,000.00**

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

C. AUTHORITY

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

WASCO COUNTY, OREGON

Date: October 4, 2023

Steve Kramer
Board Chair

Date: October 4, 2023

Scott Hege
Vice-Chair

Date: October 4, 2023

Philip Brady
County Commissioner

CONTRACTOR

Date: _____

By: _____

Title: _____

Address: _____

Tax Id. No. _____

APPROVED AS TO FORM

Date: October 4, 2023

KRISTEN A. CAMPBELL
Wasco County Counsel

Exhibit A
Scope of Work

SUBSTANCE ABUSE TREATMENT CONSULTING SERVICES CONTRACT

This Contract is by and between Wasco County (“**COUNTY**”) and Monique Adams, CADC III (“**CONSULTANT**”), for the performance of substance abuse treatment programming for the Department of Youth Services COUNTY in furtherance of its goal to provide alcohol and drug treatment services to youth within Wasco County.

A. RECITALS

COUNTY has the need for the services of a person or entity with particular training ability, knowledge and experience as possessed by CONSULTANT. COUNTY has determined that CONSULTANT is qualified and capable of performing the professional services as COUNTY requires, under the terms and conditions set forth.

B. CONTRACT EXHIBITS

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

Exhibit A Scope of Work

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to project completion by no later than June 30th, 2023, and may be extended for additional periods of time upon mutual agreement of both parties.

2. Scope of Work

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

3. Compensation

3.1 Payment. CONSULTANT shall complete the Scope of Work as defined above for not to exceed \$150.00 for per week, for Supervision of Nicole Beaman, CADC I trainee, Payments shall not exceed \$11,700.00

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

4. Consultant Is an Independent Contractor

CONSULTANT shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While COUNTY reserves the right to set the schedule and evaluate the quality of CONSULTANT’s completed work, COUNTY cannot and will not control the means and manner of CONSULTANT’s performance. CONSULTANT is responsible for

determining the appropriate means and manner of performing work. CONSULTANT is responsible for all federal and state taxes applicable to compensation and payment paid to CONSULTANT under the Contract and will not have any amounts withheld by COUNTY to cover CONSULTANT's tax obligations. CONSULTANT is not eligible for any COUNTY fringe benefit plans.

5. Notices

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

COUNTY: Molly Rogers, Director
Wasco County Youth Services
202 East Fifth Street
The Dalles, OR 97058

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

CONSULTANT: Monique Adams, LCSW, LLC
2149 Cascade Avenue, Suite 105A, PMB 8
Hood River, OR 97031

6. Indemnification

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

7. Insurance Requirements

- 7.1 During the term of this Contract, CONSULTANT shall maintain, at its own expense, Professional Liability Insurance covering any damage caused by error, omission or negligent act related to the CONTRACTOR'S services, with limits not less than \$2,000,000.00.
- 7.2 Insurance coverage shall be maintained for a period of 2 years after completion of this Contract. It shall also include a 2 year "tail" policy for any "claims made" policies made part of this Contract.

- 7.3 Policies shall provide that COUNTY, its directors, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 8.1 and a waiver of subrogation against them shall be obtained for all coverages.
- 7.4 All coverages under Section 7.1 shall be primary over any insurance COUNTY may carry on its own.
- 7.5 CONSULTANT shall be solely responsible for any loss, damage or destruction to its own property and materials used in conjunction with the work or services under this Contract.
- 7.6 CONSULTANT shall furnish COUNTY with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by COUNTY, CONSULTANT shall furnish COUNTY with executed copies of such policies of insurance. CONSULTANT shall furnish COUNTY with at least 30-days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

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

9. Assignment

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

10. Labor and Material

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

11. Ownership of Work and Documents

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

12. Termination for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, COUNTY may terminate all or part of this Contract upon determining that termination is in the best interest of COUNTY by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against CONSULTANT. Upon termination under this paragraph, CONSULTANT shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) COUNTY has against CONSULTANT. Pursuant to this paragraph, CONSULTANT shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by CONSULTANT. COUNTY shall not be liable for any costs invoiced later than thirty (30) days after termination unless CONSULTANT can show good cause beyond its control for the delay.

13. Termination for Cause

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

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

14. Termination for Default

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

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

15. Remedies

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

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

16. Nondiscrimination

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

17. Governing Law; Jurisdiction; Venue

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

18. Compliance with Laws and Regulations

CONSULTANT shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, CONSULTANT expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: a) All applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; b) All state laws governing operation of Addictions and Community Mental Health Programs; c) All state laws requiring reporting of Client abuse; d) ORS 659A.400 to 659A.409, ORS 659A.145, and all regulations and administrative rules established pursuant to those laws. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated.

19. Experience, Capabilities and Resources

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

20. Documents

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

21. Access to Records

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

22. Representations and Warranties

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

23. Attorney Fees

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

24. Limitation of Liabilities

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

25. Confidentiality

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

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

26. Force Majeure

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

27. Waivers

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

28. Severability

Any provisions of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

29. Headings

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

30. Integration

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

31. Amendments

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

32. Authority

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

WASCO COUNTY, OREGON

Date: December 15, 2021




SCOTT C. HEGE
Commission Chair


KATHLEEN B. SCHWARTZ
Vice-Chair


STEVEN D. KRAMER
County Commissioner

CONTRACTOR

Date: 12/14/21

By: 

Title: MONIQUE ADAMS, LCSW LLC
Address: 2149 Cascade Ave Ste 106A PMB 8
Hood River OR 97031
Tax Id. No. 873216029

APPROVED AS TO FORM

Date: December 15, 2021



KRISTEN A. CAMPBELL
County Counsel

Exhibit A

Scope of Work

- 1.** Contractor will provide coaching and supervision for Certified Alcohol and Drug Counselor-Trainee (CADC-R) as required by the Mental Health Addiction & Certification Board of Oregon (MHACBO).
- 2.** Contractor will develop a professional development plan with CADC-R, including recommendations on further training and educational needs for CADC-R to complete.
- 3.** Contractor will provide quarterly updates with CADC-R and Director of Youth Services on status of contract for adequacy of supervision and training.



MOTION

SUBJECT: Certified Alcohol Drug Counselor Supervision Contract Amendment

I move to approve Amendment 1 the Contract between Monique Adams and Wasco County extending the expiration to June 30, 2024 for the provision of substance abuse treatment programming.



Grant Agreement Number 179362

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

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found on page one of the original Agreement, as amended. We accept all relay calls.

This is amendment number **01** to Grant Agreement Number **179362** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “**ODHS,**” and

**Wasco County
511 Washington St., Ste. 101
The Dalles, OR 97058
Attention: Sheridan McClellan
Telephone: (541) 506-2790
E-mail address: sheridanm@co.wasco.or.us**

hereinafter referred to as “**Recipient.**”

- 1.** This amendment, when fully executed by every party, shall become effective on **October 1, 2023.**
- 2.** The Agreement is hereby amended as follows:
 - a.** Section 1., “**Effective Date and Duration.**”, is amended only to change the Agreement expiration date from **December 31, 2023** to **June 30, 2024.**
- 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. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:
 - a.** 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;

- b.** The information shown in Section 5.a. “Recipient Information” of the original Agreement, as amended is Recipient’s true, accurate and correct information;
- c.** 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;
- d.** 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>;
- e.** 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/SAM>;
- f.** Recipient is not subject to backup withholding because:
 - (1) Recipient is exempt from backup withholding;
 - (2) 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
 - (3) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- g.** Recipient’s Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to ODHS is true and accurate. If this information changes, Recipient is required to provide ODHS with the new FEIN or SSN within 10 days.

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5. **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): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: (____) _____ Fax: (____) _____

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein must be in effect prior to amendment execution.

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

--Remainder of Page Intentionally Left Blank--

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.

6. Signatures.

Wasco County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon, acting by and through its Oregon Department of Human Services

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)

Oregon Department of Justice

Date



Grant Agreement Number 179362

**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 Department of Human Services, hereinafter referred to as “ODHS,” and

**Wasco County
511 Washington St., Ste. 101
The Dalles, OR 97058
Attention: Sheridan McClellan
Telephone: (541) 506-2790
E-mail address: sheridanm@co.wasco.or.us**

hereinafter referred to as “**Recipient.**”

The Program to be supported under this Agreement relates principally to the ODHS’

**Office of Resilience and Emergency Management
3406 Cherry Ave. NE
Keizer, OR 97303
Agreement Administrator: Max Seiler or delegate
Telephone: (503) 890-2388
E-mail address: max.seiler@odhs.oregon.gov**

1. **Effective Date and Duration.** This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on **April 12, 2023**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **December 31, 2023**. Agreement termination or expiration shall not extinguish or prejudice ODHS' 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: Disbursement and Financial Reporting
 - (4) Exhibit B: Standard Terms and Conditions
 - (5) Exhibit C: Subcontractor Insurance Requirements

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 B, A, and C.
3. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$183,065.00**. ODHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. ODHS will disburse the grant to Recipient as described in Exhibit A.
4. **Contractor or Subrecipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, ODHS' determination is that:
☐ Recipient is a subrecipient ☐ Recipient is a contractor ☒ Not applicable
Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: N/A

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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: City, 511 Washington Street, Suite 101

state, zip code: The Dalles, OR 97058

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

Telephone: (541) 506-2790 Facsimile: (541) 506-2551

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: SAIF

Policy #: 482892

Expiration Date: June 30, 2023

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

- (1) 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;
- (2) The information shown in this Section 5a. "Recipient Information", is Recipient's true, accurate and correct information;
- (3) 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;
- (4) 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>;

- (5) 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/SAM>;
- (6) 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
- (7) Recipient's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide ODHS with the new FEIN or SSN within 10 days.

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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

By:



Steven D. Kramer

Authorized Signature

Printed Name

Chair, Wasco County Board of Commissioners

May 3, 2023

Title

Date

State of Oregon acting by and through its Oregon Department of Human Services

By:

Edwin A. Flick

Digitally signed by Edwin A.
Flick
Date: 2023.05.05 08:41:00
-07'00'

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Belle Na, AAG, approved via email dated on 04/12/2023

Department of Justice

Date

EXHIBIT A

Part 1

Program Description

1. Purpose and Background.

As a result of Senate Bill 1536 (2022 Regular Session), which amended ORS 431A.410 and ORS 431A.412, the Oregon Department of Human Services (ODHS) is the lead state agency for supporting cleaner air, warming, and cooling spaces in the State of Oregon and is tasked with providing grant funds to local governmental entities, Tribal Nations, and public education providers so they are able to support such spaces within their community.

The purpose of this Grant Agreement allows ODHS to grant funds to Recipient to assist with improving and sustaining Recipient's Wasco County Fairgrounds, located at 81849 Fairgrounds Rd., Tygh Valley, OR 97063, (the "Fairgrounds"), to create a cleaner air, warming and cooling space for the vulnerable residents of Wasco County, Oregon.

2. Program Description.

Recipient shall use the grant funds to improve and sustain the Recipient's Fairgrounds in order to provide a safe cleaner air, warming and cooling space for the residents of Wasco County, Oregon when an emergency event occurs. Recipient must use the grant funds to support the Grant Activities listed in Section 3. below.

3. Grant Activities.

- a. Recipient shall modernize, improve, or sustain the Fairgrounds so it is able to be used as a cleaner air, warming and cooling space.
- b. Recipient shall continue to pay for all Fairgrounds operational costs, to include, but not limited to, staff salaries, taxes, utilities, and supplies, related to providing a safe cleaner air, warming and cooling space.
- c. Recipient shall ensure the Fairgrounds is available to the residents of Wasco County, Oregon at no charge during poor air quality, extreme heat, or cold weather events.
- d. Recipient shall notify 2-1-1 of the Fairgrounds' hours of operation and location when a poor air quality, extreme heat, or cold event occurs.

4. Reporting Requirements.

a. Preliminary Progress Report.

- (1) Recipient shall submit a preliminary progress report by June 1, 2023 to the ODHS Agreement Administrator. The preliminary progress report shall be submitted via email to the ODHS Agreement Administrator's email address listed on page 1 of this Agreement, or to any other ODHS email address that ODHS provides in writing to the Recipient. The preliminary progress report must include the following:

- (a) A statement describing how the grant funds have been used to modernize, improve, or sustain the Fairgrounds as a cleaner air,

warming and cooling space to date. The statement should include the actual financial breakdown of how the grant funds have been utilized up to the point of the preliminary progress report submission and spending plan of how the remaining grant funds will be used to complete the modernization, improvement, or sustainability of the Fairgrounds as a cleaner air, warming and cooling space.

- (b) If the Fairgrounds was open due to an emergency event(s) prior to submission of the preliminary progress report, provide a short narrative of how the grant funding spent on the Fairgrounds improved the lives of community residents during the emergency event(s), include applicable community demographics if the data is available.
- (c) If the Fairgrounds was open due to an emergency event(s) prior to submission of the preliminary progress report, provide date(s) the Fairgrounds was open to community residents as a cleaner air, warming, or cooling space, the type of emergency event(s) (poor air quality, extreme heat, or cold event) that caused the Fairgrounds to be open, and the estimated of number of community residents served at each opening.
- (d) Any public health impacts that occurred due to poor air quality from wildfire events, excessive heat, or cold weather events, include air temperature, air quality index (AQI), and wind direction.
- (e) Provide feedback on improving ODHS' grant process and program for cleaner air, warming, and cooling spaces.

b. Final Report.

- (1) Recipient shall submit a final report by December 31, 2023 to the ODHS Agreement Administrator. The final report shall be submitted via email to the ODHS Agreement Administrator's email address listed on page 1 of this Agreement, or to any other ODHS email address that ODHS provides in writing to the Recipient. The report must include the following:
 - (a) A statement describing how the grant funds were used to modernize, improve, or sustain the Fairgrounds as a cleaner air, warming and cooling space. The statement should include the entire financial breakdown of how the grant funds were used to modernize, improve, or sustain the Fairgrounds to be a cleaner air, warming and cooling space.
 - (b) A short narrative of how the grant funding spent on the Fairgrounds improved the lives of community residents during an emergency event(s), include applicable community demographics if the data is available.

- (c) Date(s) the Fairgrounds was open to community residents as a cleaner air, warming, or cooling space, the type of emergency event(s) (poor air quality, extreme heat, or cold event) that caused the Fairgrounds to be open, and the estimated of number of community residents served at each opening.
- (d) Any public health impacts that occurred due to poor air quality from wildfire events, excessive heat, or cold weather events, include air temperature, air quality index (AQI), and wind direction.
- (e) Provide final feedback on improving ODHS' grant process and program for cleaner air, warming, and cooling spaces.

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EXHIBIT A

Part 2

Disbursement and Financial Reporting

1. Expenditure of Grant Funds.

- a. ODHS will disburse grant funds to Recipient as defined below. Total disbursement of Grant Funds to Recipient shall not exceed the maximum not-to-exceed amount payable to Recipient as specified in **Section 3. “Grant Disbursement Generally.”** of this Agreement.
 - (1) Upon execution of this Grant Agreement, Recipient shall submit a complete invoice to ODHS for the entire grant award amount specified in Section 3. “Grant Disbursement Generally.” Upon ODHS receipt, review, and approval of the invoice submitted by Recipient, ODHS will disburse the entire grant award of **\$183,065.00** to Recipient.

2. Invoices.

- a. Recipient shall submit one (1) invoice, in accordance with Section 1. “Expenditure of Grant Funds.” above, which must include:
 - (1) This Agreement number;
 - (2) Recipient’s Name;
 - (3) Recipient’s Address;
 - (4) Recipient’s Invoice Number; and
 - (5) Amount of grant award.
- b. Grant funds will be disbursed to Recipient upon ODHS approval of the invoice.
- c. Invoice must be submitted via email to EmergencyManagement.Payments@odhsoha.Oregon.gov. The ODHS Agreement Administrator or a designated ODHS Representative will review the invoice for correctness and approval.

3. Allowable Expenses. Recipient must expend the grant funds exclusively on expenses necessarily incurred by Recipient in performing the Grant Activities described in Exhibit A, Part 1, Section 3., and subject to the following restrictions and any other restrictions imposed by other provisions of this Agreement, or by applicable law:

- a. Grant funds disbursed under this Agreement must not be expended for costs that are not directly related to the operation of the Recipients program as described in Exhibit A, Part 1, Section 2. “Program Description.”.
- b. Any unused or remaining grant funds shall be returned to ODHS within 14 days of expiration or termination of this Agreement.

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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 ODHS 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 ODHS’ participation in this Agreement is contingent on ODHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow ODHS, 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), unless otherwise mutually agreed, 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 ODHS 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 ODHS. 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 ODHS on an ODHS-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 ODHS. Recipient shall return all Misexpended Funds to ODHS promptly after ODHS’ written demand and no later than 15 days after ODHS’ written demand. Recipient shall return all Unexpended Funds to ODHS within 14 days after the earlier of termination or expiration of this Agreement. ODHS, 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 ODHS that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.
6. **Ownership of Work Product.** Reserved.
7. **Contribution.**
 - a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.
 - b. With respect to a Third Party Claim for which the 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.

- c. 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 ODHS 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. ODHS' Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., ODHS 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 ODHS 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 ODHS 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) ODHS' Right to Terminate at its Discretion. At its sole discretion, ODHS may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by ODHS to Recipient;

- (b) Immediately upon written notice if ODHS 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 ODHS' support of the program under this Agreement is prohibited or ODHS 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 "ODHS Client", including any Medicaid Eligible Individual, under its care.
- (2) ODHS' Right to Terminate for Cause. In addition to any other rights and remedies ODHS may have under this Agreement, ODHS may terminate this Agreement immediately upon written notice to Recipient, or at such later date as ODHS 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 ODHS all of ODHS' 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 ODHS, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by ODHS, ODHS 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 ODHS 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 ODHS computer system or other ODHS Information Asset for which ODHS imposes security requirements, and ODHS grants Recipient or its subcontractor(s) access to such ODHS 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 407-014-0300 through OAR 407-014-0320, 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 407-014-0305, 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 ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by ODHS. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS 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 ODHS' prior written consent. In addition to any other provisions ODHS may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that ODHS will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. ODHS' consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries. ODHS 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 ODHS 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.

ODHS: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Fax: 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.** ODHS 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, approved by 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.

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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, CONTINUOUS CLAIMS MADE 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 ODHS. 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**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE: ☐ Required ☒ Not required

PROFESSIONAL LIABILITY: ☐ Required ☒ Not required

NETWORK SECURITY AND PRIVACY LIABILITY: ☐ Required ☒ Not required

POLLUTION 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 ODHS 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 ODHS has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE: If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and ODHS' acceptance of all Services required under the Contract, or
- (ii) ODHS or Contractor termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

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 ODHS 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 ODHS under this agreement and to provide updated requirements as mutually agreed upon by Contractor and ODHS.

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

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MOTION

SUBJECT: Cleaner Air Grant Agreement Amendment

I move to approve Amendment 1 to Grant Agreement 179362 between the State of Oregon and Wasco County to extend the expiration date to June 30, 2024.



Eastern Oregon Counties Association

1106 K Avenue, La Grande, OR 97850

(541) 786-8799

August 30, 2023

Dear Commissioners

The Eastern Oregon Counties Association (EOCA) is an intergovernmental organization formed in 2011 by six regional counties in Oregon. It has since grown to include thirteen counties east of the Cascade Mountain Range. EOCA represents the common concerns of its member counties with respect to state and federal policies, regulations, and federally managed lands. It is governed by member county commissioners and judges who serve as its board of directors. EOCA is funded by an annual membership assessment, based on common priorities and needs, which are determined by its members.

The association's dues structure is based on a small percentage of all Payment in Lieu of Taxes (PILT) funds received from the United States Department of Interior. EOCA members approved four membership tiers for the 2020-21 fiscal year, which are based on PILT payments from 2019. Membership dues are determined by the following:

TIER 1 [PILT received in excess of 2 million dollars]: \$12,500 membership.

TIER 2 [PILT received between 1 and 2 million dollars]: \$10,000 membership.

TIER 3 [PILT received between \$500,000 and \$999,000]: \$7,500 membership.

TIER 4 [PILT received under \$500,000]: \$2,500 membership.

All members receive the same benefits regardless of membership dues amount paid. This dues structure was designed to be equitable and engage as many counties as are interested.

The biggest benefit to membership in the EOCA is strength in numbers. By uniting as counties, we are more likely to achieve success when pursuing our mission to advocate for those who live, learn, and work in eastern and central Oregon counties.

In addition to basic membership, you can opt to support additional interests of the Eastern Oregon Counties Association. Current opportunities include the Blue Mountain Intergovernmental Council (BIC) and the Eastern Oregon Economic Summit.

There has never been a more critical time for central and eastern Oregon to unite on issues that affect our counties. It is our combined strength that will allow us to advocate more effectively for constituents east of the Cascades. Your voice matters. We invite you to join us.

Sincerely,

Paul Anderes

Union County Commissioner, EOCA Chair

Susan Roberts

Wallowa County Commissioner, EOCA Co-Chair



Eastern Oregon Counties Association

Membership Invoice

Date: 31 August 2023

Invoice: T4-20230016

Payment Due: 30 September 2023

Wasco County

511 Washington St, Ste 101

The Dalles, OR 97058

In addition to basic membership, you can opt to support additional interests of the Eastern Oregon Counties Association. Current opportunities include the Blue Mountain Intergovernmental Committee (BIC) and the Eastern Oregon Economic Summit.

DESCRIPTION	AMOUNT	COMMITMENT AMOUNT
Basic Membership (FY 2023-2024)	\$ 2,500	\$ 2,500
Blue Mountain Intergovernmental Committee (optional)	\$ 5,000	
Eastern Oregon Economic Summit (optional)	Suggested Contribution \$ 1,000 to \$ 5,000	
TOTAL		

Please submit check payment along with a copy of this invoice to:

UNION COUNTY

EOCA

1106 K. Avenue

La Grande, OR 97850



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
SEPTEMBER 20, 2023

This meeting was 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: Steve Kramer, Chair
Phil Brady, County Commissioner
STAFF: Kathy Clark, Executive Assistant
ABSENT: Tyler Stone, Administrative Officer
Scott Hege, Vice-Chair

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

Discussion Item – Grant Application Resolution

Administrative Services Office Manager and Wasco County Public Information Officer Stephanie Krell explained that Oregon Parks and Recreation has a County Opportunity Grant Program; we have successfully applied to that program in the past. She and Administrative Services Director Ali Postlewait are working on an application for the 2024 grant cycle to develop and rehabilitate the existing RV campgrounds on the 154 acres recently purchased by the County.

Ms. Krell went on to say that the scope of the project aims to comprehensively upgrade and expand the existing RV park, tent campsites and add restrooms and other park facilities that are typical in overnight campgrounds. Initial cost expectations for the project are approximately \$350,000. They are requesting \$262,312.50. There is a 25% match requirement, which comes to \$87,437.50. The match would likely come from the Building Improvement Fund; the cost has been reviewed by Finance; they have confirmed that we have the match funding required for this grant.

The Board Packet includes a resolution authorizing staff to apply to the grant program, which is a requirement for the application. The grant also requires a land use compatibility statement and a land use application which is being submitted to the Wasco County Planning Department. The grant packet is due by October 1st; we will be notified by spring 2024 if we will be awarded the grant.

{{{Commissioner Brady moved to approve Resolution 23-012 authorizing

Wasco County to apply for a local government grant from the Oregon Parks and Recreation Department for the rehabilitation of an RV Park at the 154-acre County-owned property and delegating authority to the Administrative Services Director to sign the application. Chair Kramer seconded the motion which passed unanimously.}}

Discussion Item – Spire Grant Agreement

Emergency Manager Sheridan McClellan explained that the grant application for this equipment was supported by partner agencies – Hood River Sheriff's Department, Oregon State Police, and the Department of Forestry. This vehicle will allow communication in rural areas where radio and cell service is unreliable.

Commissioner Brady asked if the vehicle will be a shared resource. Mr. McClellan replied that it will be shared with the supporting agencies. Wasco County will be responsible for vehicle maintenance and managing its use. He added that he will be ensuring that, after each use, the vehicle is returned to us in good condition.

{{{Commissioner Brady moved to approve the Oregon Department of Emergency Management State Preparedness and Incident Response Grant Agreement #SP22-027 for emergency response equipment. Chair Kramer seconded the motion which passed unanimously.}}}

Discussion Item – DLR Personal Services Contract

Ms. Postlewait explained that in conjunction with the acquisition of the 3rd Street office building, the County sought proposals to assist us with space planning, change management, and conceptual development of the building for use by various County departments. DLR has been selected; the agreement included in the Board Packet is still under review by DLR. She said she does not expect more than minor changes and is requesting approval of the agreement pending our own legal review.

Commissioner Brady stated that he worked with this company in his time at the School District. He commented that they are an excellent company. He asked that we include Public Health in this pre-work. Chair Kramer agreed that they should be included in the process.

{{{Chair Kramer moved to approve the contract between Wasco County and DLR Group for Wasco County Master Space Planning and Architect Design pending legal review. Commissioner Brady seconded the motion which

passed unanimously.}}

Discussion Item – EDC Appointment

Ms. Clark reviewed the memo included in the Board Packet saying that the City of The Dalles has made a request to reassign their representation on the Wasco County Economic Development Commission from Mayor Mays to their Economic Development Officer Dan Spatz. Mayor Mays' term expires at the end of this year and they are asking that Mr. Spatz complete that term and be appointed to a full term that runs through the end of 2027.

Commissioner Brady commented that Mr. Spatz has an exceptional understanding of our community and region making this an excellent appointment.

{{{Commissioner Brady moved to approve Order 23-052 appointing Dan Spatz to the Wasco County Economic Development Commission representing City of The Dalles. Chair Kramer seconded the motion which passed unanimously. }}

Consent Agenda – 9.6.2023 Regular Session Minutes

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

Chair Kramer opened the floor to public comment; there was none.

Commission Call

Chair Kramer said he would be going to Klamath Falls tomorrow for an AOC Legislative Committee/Board of Directors retreat. Topics will include AOC membership and Measure 110.

Chair Kramer said this year's County Fair was successful with the best rodeo attendance ever. The Fair Board will continue to work to improve the annual Fair.

Chair Kramer called a recess at 9:20 a.m.

The Session reconvened at 9:30 a.m.

Agenda Item – Fee Schedule Hearing

At 9:30 a.m. Chair Kramer opened a public hearing for the Wasco County Amended Fee Schedule Ordinance. Ms. Clark stated that no changes have been made to the Ordinance since its first reading on September 6th. No comments

have been submitted in regard to the Ordinance.

Chair Kramer opened the floor to public testimony. There was none.

{{{Commissioner Brady moved to approve Ordinance 23-001 in the matter of amending Wasco County's Uniform Fee Schedule for various county departments. Chair Kramer seconded the motion which passed unanimously.}}}

The public hearing was closed at 9:33 a.m.

Agenda Item – Appeal Hearing

At 9:33 a.m. Chair Kramer opened the Board of Commissioners Quasi-Judicial Appeal Hearing on agenda item 921-23-000023-PLNG, A National Scenic Area request decided upon by the Planning Commission for the following:

Scenic Area Review for a Replat (Prince Heights Subdivision) of existing subdivision lots within the Columbia Crest Addition Subdivision to make them more conforming with current zoning (66 lots replatted to six residential lots, one private open space lot, and one public park lot). Vacation of unused Rights of Way (ROW) and easements plus dedication and construction of Cavern Way cul-de-sac ROW and necessary lot preparation and utilities, and to place existing Sandstone Way centered in ROW (was constructed outside of ROW in original development).

The subject property is located 0.35 miles southwest of West 10th Street, on the immediate west and north side of Cherry Heights Road, situated on the south side of Hermits Way, approximately 0.14 miles northwest of the City of The Dalles; more specifically described as:

<u>Map/Tax Lot</u>	<u>Acct. #</u>	<u>Acres</u>
1N 13E 5 AD 300	8347	2.28
1N 13E 5 AD 1000	8355	2.74
1N 13E 5 AD 1100	15570	3.76
1N 13E 5 AD 1200	8350	1.90
1N 13E 4 BC 2600	15569	4.27

The governing criteria for this appeal hearing includes the following chapters within the Management Plan for the Columbia River Gorge National Scenic Area: Chapter 7: General Policies and Guidelines, Consolidation of Lots; and the Glossary. Additional criteria includes the following chapters within the National

Scenic Area Land Use and Development Ordinance for Wasco County (NSA-LUDO): Chapter 2 - Development Approval Procedures, Section 2.160 Review of a Decision of the Planning Commission; Section 2.170 Review by the County Governing Body; Chapter 3 - Basic Provisions, Section 3.160 "R-R" Rural Residential Zone (GMA & SMA); Subsection 3.160.D.13. Land Divisions and Replats; Subsection 3.160.G.1.a. Property Development Standards; Chapter 21 Land Divisions, Subsection 21.030.C. Conformity with the plan; Subsection 21.030.D. Conformity with zoning chapter; Section 21.200 Property Line Adjustments & Replats.

The proposed development must comply with applicable provisions contained in the Management Plan for the Columbia River Gorge National Scenic Area. Generally, unless otherwise noted, if a request is found to be consistent with the NSA-LUDO it is considered consistent with the Management Plan.

This will be a de novo hearing, conducted as a new hearing before the public. New evidence or testimony will be accepted to fully and fairly address significant procedural or substantive issues raised. The hearing scope shall be limited to the grounds relied upon in the petition request for review.

Chair Kramer asked if any commissioner wished to disqualify themselves for any personal or financial interest in this matter. There were none.

Chair Kramer asked if any commissioner wished to report any significant ex parte or pre-hearing contacts? There were none.

Chair Kramer asked, for the record, if any Commissioners conducted a site visit to the subject property. Commissioner Brady responded that he has a view of the property from the west side windows of his home.

PARTY RECOGNITION

Chair Kramer stated that anyone can speak for or against the proposal today. However, only those who have "party" status will be able to appeal a decision reached by this commission.

If you want party status, please say so at the beginning of your testimony.

A party is defined as:

- a. *The applicant and all owners or contract purchasers of record, as shown in*

the files of the Wasco County Assessor's Office, of the property which is the subject of the application.

- b. All property owners of record, as provided in (a) above, within the notification area, as described in Table 2-1, of the property which is the subject of the application.*
- c. A Citizen Advisory Group pursuant to the Citizen Involvement Program approved pursuant to O.R.S. 197.160.*
- d. Any affected unit of local government or public district or state or federal agency.*
- e. Any other person, or his representative, who is specifically, personally or adversely affected in the subject matter, as determined by the Approving Authority.*

And in ORS 197.830 (7)(b)(B) as: *Persons who appeared before the local government, special district or state agency, orally or in writing.*

THE RULES OF EVIDENCE ARE AS FOLLOWS:

- a. No person shall present irrelevant, immaterial, or unduly repetitious testimony or evidence.*
- b. Evidence received shall be of a quality that reasonable persons rely upon in the conduct of their daily affairs.*
- c. Testimony and evidence must be directed toward the criteria applicable to the subject hearing or to criteria that the party believes apply to the decision.*
- d. Failure to raise an issue with sufficient specificity may preclude raising it before the Land Use Board of Appeals.*
- e. Failure to raise constitutional or other issues relating to proposed conditions of approval with sufficient specificity to allow Wasco County to respond to the issue precludes an action for damages in circuit court.*

Chair Kramer announced that the Board would now hear any requests to continue this hearing, keeping the record open. He asked if the Applicant and/or their Representative want to request a continuance of the hearing.

Jay Harris, representing the applicant, said they would like to request a continuance to a date and time certain. He asked for 60 days.

Chair Kramer asked if the Appellant and/or their Representative want to request a continuance of the hearing.

Sean Malone, representing the appellant, said he concurred with the Applicant's request for a continuance.

Staff had no objection to the continuance.

Ms. Clark said there is only one Board Session in November which would not meet the 60-day request, the first session that is 60 days or more would be on December 6, 2023.

{{{Chair Kramer moved to continue this appeal hearing on agenda item 921-23-000023-PLNG to 9:30 a.m. on December 6, 2023, keeping the record open. Commissioner Brady seconded the motion, which passed unanimously.}}}

Agenda Item – Executive Session

At 9:52 a.m. Chair Kramer opened an Executive Session pursuant to ORS 192.660(2)(e) Real Property Transactions. He instructed members of the media to not record the session or report on anything discussed in the session except for the general topic as previously announced

The Regular Session resumed at 10:01 a.m.

Ms. Postlewait explained that the County is seeking to purchase an additional 4.62 acres adjacent to the 154 acre parcel recently acquired by the County. County Assessor Jill Amery said it is Property Tax Account Nos. 2022, 2N13E29 400 and 1928, 2N1329CA 1100.

Commissioner Brady observed that some time ago the Soil and Water Conservation District had submitted an application to do restoration work on Chenoweth Creek; however, they were denied as they could not gain access. With this purchase, the County can work with the District to push that project forward. It is a win for the District, the environment and the community.

{{{Commissioner Brady moved to approve Resolution 23-013 in the matter of approving the purchase of vacant land and authorizing the Administrative Services Director to sign the related documents regarding the close of escrow. Chair Kramer seconded the motion which passed unanimously.}}}

Commission Call

Commissioner Brady said he will be going to a meeting in Pine Grove where they are working to resolve water issues. Chair Kramer said he has been participating in that process but will not be able to make this next meeting.

Chair Kramer adjourned the meeting at 10:06 a.m.

Summary of Actions

MOTIONS

- **To approve the Oregon Department of Emergency Management State Preparedness and Incident Response Grant Agreement #SP22-027 for emergency response equipment.**
- **To approve Resolution 23-012 authorizing Wasco County to apply for a local government grant from the Oregon Parks and Recreation Department for the rehabilitation of an RV Park at the 154-acre County-owned property and delegating authority to the Administrative Services Director to sign the application.**
- **To approve the contract between Wasco County and DLR Group for Wasco County Master Space Planning and Architect Design pending legal review.**
- **To approve Order 23-052 appointing Dan Spatz to the Wasco County Economic Development Commission representing City of The Dalles.**
- **To approve the Consent Agenda: 9.6.2023 Regular Session Minutes.**
- **To approve Ordinance 23-001 in the matter of amending Wasco County's Uniform Fee Schedule for various county departments.**
- **To continue this appeal hearing on agenda item 921-23-000023-PLNG to 9:30 a.m. on December 6, 2023, keeping the record open.**
- **To approve Resolution 23-013 in the matter of approving the purchase of vacant land and authorizing the Administrative Services Director to sign the related documents regarding the close of escrow.**

Wasco County
Board of Commissioners

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



MEMORANDUM

SUBJECT:

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ALI POSTLEWAIT, DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: SEPTEMBER 26, 2023

Background Information

Wasco County has been working in coordination with several community partners regarding the development of a new behavioral health and medical campus. The location of the campus has been identified as the “Kramer Field” complex and the “old county shops.” In preparation of the development Wasco County has started clean-up efforts at 1915 W. 10th Street (Map and Tax Lot #2N13E33C1701) “old county shop” location.

In alignment with the clean-up efforts, Wasco County applied for a grant thru Oregon Business Development Department - Brownfields Redevelopment Fund. We were awarded \$60,000 to complete a Phase II Environmental Site Assessment and a Hazardous Building Material Survey. The grant requires a 20% match (\$12,000) that has been reviewed and approved by Wasco County’s Finance Director, Mike Middleton. The 20% match will be applied to DEQ regulatory Oversight and the Phase II assessment per Exhibit C.

The OBDD – Brownfields grant contract and supporting documents are provided in the board packet for review and approval.

OREGON BUSINESS DEVELOPMENT DEPARTMENT
BROWNFIELDS REDEVELOPMENT FUND
GRANT CONTRACT

Project Name: Columbia Gorge Crisis Resolution Center Assessment Project

Project Number: N24002

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Business Development Department ("OBDD"), and Wasco County ("Recipient") for financing of the project referred to above and described in Exhibit B ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Project Description
Exhibit C	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$72,000.

"Grant Amount" means \$60,000.

"Project Closeout Deadline" means 90 days after the earlier of the actual Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 36 months after the date of this Contract.

SECTION 2 - GRANT AWARD

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified as a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

Notwithstanding the above, the aggregate total of the Grant disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Grant will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Grant on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. The OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Brownfields Redevelopment Fund ("Fund") for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) The Recipient shall demonstrate, to the satisfaction of OBDD, that it has obtained all other funds that are necessary to complete the Project.
 - (6) The Recipient has delivered documentation satisfactory to OBDD that any requested pre-award expenditures meet all programmatic eligibility requirements, including, but not limited to, the nature of the activity, when the activity took place, and cost.
 - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Grant only for the activities described in Exhibit B and according to the budget in Exhibit C. The Recipient may not modify line items or amounts in the budget without the prior written consent of OBDD. Recipient will not use the Grant moneys to retire any debt.
- B. Costs of the Project. The Recipient shall apply the Grant to the Costs of the Project in accordance with the Act and Oregon law, as applicable. The Grant cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project.
- C. Costs Paid for by Others. The Recipient may not use any of the Grant to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
 - (1) The Recipient is a municipality, validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Events of Defaults.
 - (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or other instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract for the financing and undertaking and completion of the Project.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, and the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:
 - (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) State labor standards and wage rates found in ORS chapter 279C.These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.
- C. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- D. Regulatory Oversight. The Recipient shall comply with regulatory oversight through the appropriate Oregon Department of Environmental Quality Program.
- E. Notifications. The Recipient shall reasonably acknowledge in some public fashion, such as in promotional materials, on its web site and in public statements, that the Project was funded in part with Oregon State Lottery Funds administered by the Oregon Business Development Department.
- F. Project Completion Obligations. The Recipient shall:
 - (1) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
 - (2) Within thirty (30) days after completion of the Project, but no later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD.
- G. Financial Records. The Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- H. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require.
- I. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Grant for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

- J. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- K. Certified Firms. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>.
- L. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- M. Contributory Liability and Contractor Indemnification.

- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related 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. The foregoing provisions are conditions precedent for either party’s liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties 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 in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties 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. Each party’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (2) 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 termination of this Contract.

SECTION 8 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
 - (1) Terminating OBDD’s commitment and obligation to make the Grant or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract; however, this provision is not to be construed in a way that Recipient’s obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys’ fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient’s remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD’s obligations.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting 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.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
 - (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.
- D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.
- Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem, OR 97301-1280

If to Recipient: Administrative Services Director
Wasco County
511 Washington Street, Suite 101
The Dalles, OR 97058

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). 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.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Business Development Department



WASCO COUNTY

By: _____
Chris Cummings, Deputy Director

By: _____
Steven D. Kramer, Board Chair

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

Exhibit A: General Definitions
Exhibit B: Project Description
Exhibit C: Project Budget

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285A.185 through 285A.188, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 11 August 2023.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Grant under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT B - PROJECT DESCRIPTION

Recipient will complete the following activities on real property located at 1915 W. 10th Street (Map and Tax Lot #2N13E33C1701), The Dalles, in Wasco County, Oregon:

1. A Phase Two Environmental Site Assessment.
2. A Hazardous Building Materials Survey of structures located on the real property.

Recipient shall submit appropriate documentation to Department of Environmental Quality (DEQ) for review and comment.

Recipient shall provide documentation of completed activities to the OBDD.

EXHIBIT C - PROJECT BUDGET

Line Item Activity	OBDD Funds	Other / Matching Funds
Phase Two Environmental Site Assessment	\$40,000	\$5,000
Hazardous Building Materials Survey	\$20,000	\$0
DEQ Regulatory Oversight	\$0	\$7,000
Total	\$60,000	\$12,000



MOTION

SUBJECT: Business Oregon Grant

I move to approve the Oregon Business Development Department Brownfields Redevelopment Fund Grant Contract for Project #N24002 Columbia Gorge Crisis Resolution Center Assessment Project.



MEMO

TO: Wasco County Board of Commissioners
Cc: Tyler Stone, County Administrator

From: Arthur Smith, Public Works Director

Date: September 20, 2023

Subject: Request to declare certain County equipment as surplus property

The Public Works Department requests that the following four (4) pieces of equipment be declared surplus:

Two (2) 1981 Peterbilt Dump Trucks:
VIN #1XP9L29X5BP142878, County equipment number 241
VIN# 1XP9L29X3BP142880, County equipment number 243

These dump trucks are over 40 years old, have reached the end of their useful life, and the cost to operate and maintain them has greatly increased. The availability of parts for vehicles of this age is also a concern, as we are having a very difficult time obtaining even basic items like filters from parts suppliers. We purchased replacement trucks in 2021, but held onto these trucks in case a need arose. They are no longer necessary for road maintenance operations. *Estimated value \$10,000 each

One (1) 2000 Chevy S10, VIN# 1GCDT19W618134830, County equipment number 2106 (Weed Dept)

This vehicle is over 20 years old and recently suffered a failure in the transmission, and the shop has determined that the effort and cost to repair would be substantial. The mileage (almost 200,000) and future maintenance costs are also a concern.



PUBLIC WORKS

2705 East Second Street • The Dalles, OR 97058 • www.co.wasco.or.us
road dept: [541] 506-2640 • weed & pest: [541] 506-2653 • fax: [541] 506-2641

Pioneering pathways to prosperity.

This vehicle is no longer necessary for the noxious weed control program and will not be replaced. *Estimated value \$1,000

One (1) 2005 Dodge Ram 2500, VIN #3D7KS28D95G828885, County equipment number 262

This vehicle is 18 years old and is experiencing mechanical issues. This was used primarily by the road surveyor and temporary summer employees for road projects. A new vehicle was purchased in 2017, but the old one was kept as a “back-up” in case it was needed. This vehicle is no longer necessary for the road surveyor or the public works department. *Estimated value \$2,500

I would also request that the BOC authorize the Public Works Director to begin the process of disposing of this equipment, per the Wasco County Contracting Regulations, Section 17 – Use or Disposal of Personal Property – and dispose of this equipment either by placing them in a publically advertised auction and selling them to the highest bidder, or by sale to another public agency.



SHERIFF'S OFFICE

511 Washington St., Ste.102 • The Dalles, OR 97058
p: [541] 506-2580 • f: [541] 506-2581 • www.co.wasco.or.us

Pioneering pathways to prosperity.

To: Wasco County Board of Commissioners 9/26/2023

Re: Surplus of County Vehicles

Dear Commissioners:

Wasco County no longer utilizes this equipment, and is requesting the equipment be surplus for public auction or release to another government agency/organization. All of the listed vehicles have come to their end of life or have mechanical deficiencies creating a potential cost issue to certain individual departments within the county.

The following recommended vehicles listed are:

Unit 17-03 a 2017 Ford Interceptor (VIN# 1FM5K8AR3HGB40697)

Unit 17-01 a 2017 Ford Interceptor (VIN# 1FM5K8ARXHGB46095)

Unit 22-03 a 2022 Ford Interceptor (VIN# 1FM5K8AB8NGA00224)

Thank you for your consideration in this matter.

Sincerely,

Lane Magill

Wasco County Sheriff



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF SURPLUS OF PUBLIC WORKS & SHERIFF'S VEHICLES

ORDER #23-053

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

IT APPEARING TO THE BOARD: That the vehicles and equipment listed below are beyond their useful life; and

NOW, THEREFORE, IT IS HEREBY ORDERED: That the below listed vehicles will be considered surplus and disposed of by Wasco County staff in accordance with state laws governing the disposition of property:

Year / Make	VIN	County Equipment #	Book Value
1981 Peterbilt Dump Truck	1XP9L29X5BP142878	241	\$10,000
1981 Peterbilt Dump Truck	1XP9L29X3BP142880	243	\$10,000
2000 Chevy S10	1GCDT19W618134830	2106	\$1,000
2005 Dodge Ram 2500	3D7KS28D95G828885	262	\$2,500
2017 Ford Interceptor	1FM5K8AR3HGB40697	17-03	
2017 Ford Interceptor	1FM5K8ARXHGB46095	17-01	
2022 Ford Interceptor	1FM5K8AB8NGA00224	22-03	

DATED this 4th day of October, 2023

WASCO COUNTY BOARD OF COMMISSIONERS

Steven D. Kramer, Chair

APPROVED AS TO FORM:

Scott C. Hege, Vice Chair

Kristen Campbell, County Counsel

Philip L. Brady, County Commissioner



MOTION

SUBJECT: Surplus Vehicles

I move to approve Order 23-053 surplussing Public Works and Sheriff's Department vehicles.



MEMORANDUM

SUBJECT: WASCO COUNTY 2023 STRATEGIC PLAN

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LISA GAMBEE

DATE: 9/21/2023

BACKGROUND INFORMATION:

The Wasco County 2023 Strategic Planning effort included County Commissioners and the Leadership Team. The outcome of these efforts is a plan that recognizes the strategic goals of the organization and the individuality of service departments, while ensuring both are in alignment.

The 2023 Strategic Plan is being presented at BOCC for final approval.

Strategic Plan

2023



Executive Summary

The 2023 Strategic Planning effort included County Commissioners and the Leadership Team from Wasco County. The summit was held offsite for two days at the Washington Family Ranch to provide a setting for focus on the topics at hand without the daily interruptions of the office.

The Leadership Team used a SWOTT analysis (which reviews Strengths and Weaknesses (internal), Opportunities and Threats (external), and Trends) to identify the environment the county works in. Additionally, the team explored the financial position of Wasco County, both in the present and up to 30 years into the future. The analysis and review, along with a compilation of the individual department strategic plans, helped us form the basis of the 2023 Wasco County Strategic Plan. These exercises can be found in the [2023 Leadership Summit Notes](#) for more information.

The outcome of these efforts is a plan that recognizes the strategic goals of the organization *and* the individuality of service departments, while ensuring both are in alignment. Because county service departments are varied, distinct in nature, and differ widely across service lines, we found that a single organizational strategic plan would make planning across departments more difficult. In some cases a strategic initiative might have direct relevance in one department, but make very little sense or have very little benefit for another department.

For these reasons the process took on a bottom up and top down approach to strategic planning. By starting with Department strategic plans which are developed using our strategic framework, we compiled Common Themes in each of our Strategic Pathways. These common themes were then discussed by the group – against the background of the SWOTT analysis – to determine which themes warranted rising to an Organizational Focus. These items are given additional time and resources to achieve their stated goals.

As you'll see on the following pages, the 2023 Strategic Plan Organizational Focus items are:

- Pathway 1 | Technology: *Electronic Record Access*
- Pathway 3 | Infrastructure and Resources: *Evaluation/ Planning for Space Needs*

These Organizational Focus items are in addition to the significant Department Strategic Plan actions.

As county leadership embarks on working to achieve the Organization Focus items, we encourage public feedback and questions on our strategic planning process.

Tyler Stone
Wasco County Administrative Officer

PATHWAY 1: TECHNOLOGY

Strategy Statement:

Innovate, develop, and use technology as a platform to provide safe and efficient service.

Directional Statements:

- The county will develop and implement integrated technologies to provide services.
- Utilize public-facing technology to make Wasco County government more transparent.
- Provide tools that enable the public to communicate with the county.
- Digitally modernize Wasco County.
- Use data to drive business intelligence for making informed decisions.

Common Themes

The common themes from department plans were:

- *Electronic Record Access:* Electronic records, digitizing files, scanning licenses, converting paper files to electronic.
- Software upgrades and improvements

Organizational Focus: Electronic Record Access

The theme determined to have enough importance for organizational focus was “**Electronic Record Access.**” Here is what it would look like:

- Digitized Road records - available on GIS or other single web portal. Easy to access and find the information.
- The county has gone paperless, and scanned documents have Optical Character Recognition so they can be easily searched
- Documents are digitized, researchable, accessible to the public and paper copies are eliminated
- Be able to run reports and have a dashboard for data that’s been digitized
- We ensure that records are secure and meet security requirements
- Work to have the multiple formats of records - paper, microfilm, electronic - reviewable and searchable
- Records that are currently only in paper format are scanned and accessible, with proper security access in place
- A platform framework is needed as a foundation for records - technology is an enabler

The possible solutions for achieving this organizational focus include:

- Hire a third-party contractor to do the scanning
- Create a Scanning Center, with in-house staff
- Eliminate paper files - no more “pack-rat” activities
- Create a centralized secure storage of permanent records (in all formats)

Key Department Actions

Action	Description
ASSESSMENT AND TAXATION	
Upgrade A & T software system	Sustainable product & better access to data
Website redesign: form availability online	Continuing to enhance information.
E-Statements Provide email tax statement options	Provide options for tax statement mailing and possible additional portal options.
Implement Eagleview (Pictometry) Aerial Imagery	Perform reappraisal from our desktops in a more efficient manner.
Review on-line options for integration & automation	Increase access, efficiency & reduce errors.
Kiosk in the lobby	Improve customer service
CLERK'S OFFICE	
Index deed images back to 1918	Index all deeds back to 1918 and load into Helion so citizens can search all recorded documents online.
ORMS Upload of Election Abstracts	Add certified election abstracts to our archive platform.
Back Scanning of Marriage Licenses	Add scanned images of marriage licenses to Helion database.
Make election information about voting districts and special district boundaries available on the GIS map	Allow boundaries for school districts, precinct, etc to be shown on citizen-facing map that is exclusive.
COMMUNITY CORRECTIONS	
No action items	
FACILITIES	
Update playbook on-line	Transfer notes to on-line playbook.
Updating maintenance and replacement schedule	Use online program for reminders.

FINANCE	
Continue process improvement with Enterprise ERP (Munis)	Although implemented, there are still improvements to be added by process improvement and training.
Specialized side modules added to increase system functionality	Subsystems to be set up to assist in budget book, annual financial statement and addressing new GASB statements 87 & 96.
HUMAN RESOURCES	
Continue transition to paperless records	Continue to transfer police reports (when applicable) to digital records.
MUNIS-HRIS	Developing the HRIS piece of MUNIS.
Virtual bulletin boards	Working with IS to develop shared files to give employees access to informational and required postings, valuable information and safety related information.
Converting HR filing from paper to electronic.	
INFORMATION SERVICES	
Data infrastructure overhaul	Develop a federal, state, and local compliant data storage solution that allows Wasco County to handle archival and usage requirements.
Unified communications overhaul	Replace aging communications platform to become more agile to today's hybrid work environments and to allow greater interconnectivity between all communications platforms.
Service Request System Upgrade	Upgrade service request system to an ITIL compliant, web-based application.
PLANNING / HOUSEHOLD HAZARDOUS WASTE & RECYCLING (HHWR)	
Continued training	Training for Google Workspace, Zoom, Adobe, Office Suite, and Website. Self-training videos may be helpful for onboarding.
Improved tools for customer service	Online submission for complaints/applications, updated phone tree, tablet for HHWR, scheduling feature for customers, chat feature, and magic button.
Digital Archives	Move hard files to a State Archives approved digital archive system to reduce paper storage.
Legal Parcel GIS	Improve legal parcel layer information through dedicated resource investment.

PUBLIC WORKS	
Create electronic road records	Convert all county road record files into electronic records and have them available on both PW website and linked to GIS web-map.
SHERIFF	
Continue transition to paperless records	Continue to transfer police reports (when applicable) to digital records.
SURVEYOR	
Collaborate with Public Works to Digitize Road Records	Convert all county road record files into electronic records and have them available on both PW website and linked to GIS web-map.
Create PLSS corner GIS	Develop a GIS leveraging the data we have collected through our ORMAP program to triage and prioritize necessary corner restoration and maintenance.
Road Inventory	Utilize the camera technology anticipated to be purchased for our upcoming Public Access Road Inventory grant to keep an up to date photographic inventory of all county roads. This information can be made publically available through Google Maps.
YOUTH SERVICES	
Develop a forum for feedback from youth and families involved in the systems.	Create a plan integrating YouthThink and DYS to increase communication and policy input. The Outcome would be ensuring that we are accessing the voice of lived experience to inform our work.
Continue to support the YouthThink Advisory Board	Maintain and continue to support promotion of healthy choices for children and families in Wasco County. Support YouthThink and participate in the events sponsored by YouthThink.
Actively focus on communication with community members	Commitment to providing information in the two majority languages in Wasco County – English and Spanish. Seeking opportunities to outreach to historically marginalized communities for feedback.

PATHWAY 2: CUSTOMER SERVICE

Strategy Statement:

Guide customers, both external and internal, with exceptional service to meet their needs or create opportunities.

Directional Statements:

- Actively seek feedback on needs and issues and take appropriate action. Go beyond expectations whenever possible.
- Work on innovative ways to enhance the customer experience with the County.
- Work with partners when we cannot do it ourselves.
- Be responsive, respectful, and timely in meeting our customers' needs.

Common Themes

The common themes from department plans were:

- *Communication about service:* Social media account, update webpage, public kiosk, improve public access to information
- *Process Improvement of services (straighten the pipes)* - E-recording issues, payment portal, Hearings Examiner, Treatment Program collaboration, timely review of submittals
- *Delivery of Service (proactive outreach and services in the community)* - Voter registration events, tabling at community events, Maupin office hours

There were no common themes that warranted Organizational Focus at this time.

Key Department Actions

Action	Description
ASSESSMENT AND TAXATION	
Continue to provide improved access to information	Online, self help.
Continue updates of valuation data, studies and reappraisal	Improved data tracking & reporting.
Continue process improvement	Streamline customer service & improved coordination with others involved in process.
CLERK'S OFFICE	
Visit other county departments to understand the services they offer	Set up and have meetings with planning, assessment and tax.
E-recording and the issues around doc scanning and printing with local title companies	Reduce amount of rejected documents with local title companies.

Voter Registration Events	Registration events in the various communities/ groups in the county.
Removing Barriers to the marriage licenses application process for Spanish speaking citizens	Remove barriers to citizens who have different needs.
COMMUNITY CORRECTIONS	
Treatment Program Collaboration	Provide treatment and cognitive programs within Community Corrections that provide the same curriculum and in some cases the same program facilitators as that at both NORCOR and Center For Living. This will provide unified evidence-based approach to important clinical services and case planning.
FACILITIES	
Use of the MOJO system	Gain a greater understanding of the system.
FINANCE	
Increase/improve training	Training is lacking and needs to be refocused.
Encouraged Department Power Users to attend annual Conference	Work with several departments to bring power users to annual conference/training directly from Tyler Tech for Enterprise ERP (Munis).
HUMAN RESOURCES	
Improve recruitment process	Open communication with applicants to walk them through the recruitment process and take the opportunity to be a public relations representative for Wasco County.
Improve service to Wasco County employees	Provide customer service to the employees of Wasco County as they are the 'customers' of HR. Provide services that relay guidelines but remain compassionate and approachable to employees.
Improve Employee Appreciation	Establish appropriate methodologies to provide 'employee appreciation'.
INFORMATION SERVICES	
Improve feedback to IS	Use more "contact us" and survey forms to ask customers how Information Services is doing.
(GIS) Use Planning Events for Outreach	Connect more with the public by using planning's public outreach events through attending those events, producing materials, and offering expertise.
Provide a customer feedback	Develop an annual feedback form that establishes quality of service

survey	provided by Information Services.
PLANNING / HOUSEHOLD HAZARDOUS WASTE & RECYCLING (HHWR)	
Leverage existing opportunities	Hybrid, Maupin office hours, registration, and other approaches are vital to transparent and proactive customer service.
Tabling at events	Go to large community events to provide new opportunities for customer service across programs, outreach to schools/college (career fairs) for all programs.
New tools for improved coordination	Continue to investigate new tools to improve internal and external coordination, whether it be software based or other.
Trial Hearings Examiner	Use Hearings Examiner in place of Planning Commission for certain permit reviews and code compliance to improve procedure, responsiveness, and reduce conflict with legislative matters
Performance Metrics	Continue to track permit process timeliness, customer service response, and share out with management.
PUBLIC WORKS	
Create Public Works social media account	Create some type of social media account to better inform public of projects, road issues, weather updates, etc.
SHERIFF	
Update Sheriff's Office web-page	Review, Update and create new links for citizens to access Sheriff's Office information.
SURVEYOR	
Timely Review of Submittals	Develop a system to ensure survey reviews are returned within 3 weeks of submittal (one week less than the statutory 30 days).
Create Payment Portal on Webpage	Provide a method by which review fees can be submitted and tracked through our webpage.
YOUTH SERVICES	
Develop a forum for feedback from youth and families involved in the systems.	Create a plan integrating YouthThink and DYS to increase communication and policy input. The Outcome would be ensuring that we are accessing the voice of lived experience to inform our work.
Continue to support the YouthThink Advisory Board	Maintain and continue to support promotion of healthy choices for children and families in Wasco County. Support YouthThink and participate in the events sponsored by YouthThink.
Actively focus on communication with	Commitment to providing information in the two majority languages in Wasco County – English and Spanish. Seeking opportunities to

community members	outreach to historically marginalized communities for feedback.
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PATHWAY 3: INFRASTRUCTURE AND RESOURCES

Strategy Statement:

Maintain and modernize infrastructure, and strategically invest in projects.

Directional Statements:

- Categorize our inventory and plan for replacement of assets.
- Develop alternate or innovative methods for extended asset life and work efficiency.
- Strategically invest in capital projects that enhance Wasco County.
- Utilize grants or other funding programs to maximize our existing resources.
- Build capital reserve fund(s) to address long-term needs.

Common Themes

The common themes from department plans were:

- *Evaluation/Planning for needs:* facility improvement plan, transportation improvement (fleet upgrade), county-owned land process, long-term space needs
- *Immediate needs:* Backup 911 center, election center, workspace for HR
- *Asset maintenance /upgrades:* Upgrade equipment and vehicles, fleet upgrades, radios, body armor, safety items

Organizational Focus: Evaluation / Planning for Space Needs

The theme determined to have enough importance for organizational focus was “**Evaluation/ Planning for Space Needs**” Here is what that would look like:

- Clerk – all core services within 4 walls
- HR – office with two work spaces for privacy, not behind a meeting room
- BOCC – be in same building as staff
- Admin – a floor that includes HR, Finance, IT, etc.
- Sheriff – exterior (development of Resolution Ctr), internally (relocation of new evidence processing room). Justice Center
- DA – office for each attorney, conference room, victim advocate on same floor with some separation
- A&T - County campus, co-located departments, one-stop shop for citizens
- Public Works - they would get their building back and could potentially lease space for additional income

The possible solutions for achieving this organizational focus include:

1. Build a new County Campus that can house all county teams

Continued next page

- Pros - we can design and build exactly what is needed
 - Cons - lack of large enough land to build on, public is unlikely to support a bond to pay for it, too expensive to build without a bond
2. Purchase a building in The Dalles that could house all non-justice related departments, then move all justice-related departments into the Courthouse.
- Pros – could satisfy short/long term needs, more space, makes productive use of a commercial space, bond not needed, more centralized space, one step forward to justice center, easier to access IT controls, confidentiality opportunities, good use of saved dollars, takes better care of constituents, defines public work space, potential for revenue in vacated spaces
 - Cons – some people stay in courthouse, parking is limited, it's not a campus, big lift for IT infrastructure, impacts to staff, courthouse space is inefficient for departments that move into it, why buy a building if we do remote work, moving the vault, moving surveyor away from road department, doesn't solve all of our space issues, what is the impact to taxes, spends down reserves, still need to do courthouse security improvements

Key Department Actions

Action	Description
ASSESSMENT AND TAXATION	
Continue County-Owned Lands process	Test/refine policy and procedure.
Evaluate department vehicle inventory/use	Update policy/procedure.
Evaluate department long term space needs (include remote work update)	Update department plan, remote work plan draft complete.
CLERK'S OFFICE	
Implement use of ORMS to electronically store all documents required by law	All documents required for permanent retention are uploaded to ORMS.
Develop a plan for an Elections Center and move into before the 2024 election cycle	Have a fully integrated election center, either in a new building or back in our old space.
Add scanner/sorter to election infrastructure	Scanner/sorter has been added and is in use.
Migrate to the new Oregon Votes election database	Be trained and fully integrated with new election database from SOS Elections.

COMMUNITY CORRECTIONS	
Replace Metal Detector	Current metal detector is failing, not repairable, and must be replaced.
Body Armor	All 4 POs' body armor expire in 2023 and must be replaced, utilizing the Bureau of Justice trade-in program if possible.
FACILITIES	
Maintenance and replacement programs	Check to see what grants are available when looking at replacement.
FINANCE	
No action items	
HUMAN RESOURCES	
Appropriate work space	Offices for space and privacy.
Improvements in safety-related items	
INFORMATION SERVICES	
Complete full hardware inventory	Perform a full hardware inventory including on technical assets of the county.
Complete full software inventory	Perform a full software and license inventory of all digital asses of the county.
Implement equipment use agreement policies and forms	Develop and use equipment responsibility forms and update equipment use policies to match industry standards.
PLANNING / HOUSEHOLD HAZARDOUS WASTE & RECYCLING (HHWR)	
Improved cross department coordination for building related needs/activities	Improved communication and coordination for recycling, asset sharing, safety.
Evaluate alternative spaces or renovation to meet needs	Investigate a new space or renovation of current space to address needs like archive space, potential expanding team, etc.
Advanced planning efforts	Natural Hazards Mitigation, Buildable Lands inventory, Transportation Systems Plan, and other plans should be updated or maintained including inventories of County assets.
PUBLIC WORKS	
Update transportation improvement program with	Current plan was last updated in 2009 – need new plan to help identify and prioritize capital transportation projects. Will help eligibility for

priority ratings	State / federal funding.
Develop facilities improvement plan for district shops – Antelope, Dufur, Mosier and Wamic	No current plan – as needed repairs only – develop a capital plan to identify long term needs and prioritize facility projects. Will help with budget preparation.
Continue work to implement Fleet Replacement program (from 2016)	Program and strategy is in place, but funding has proved challenging. Availability of equipment and vehicles has also impacted the program – 5 out of 70 done.
SHERIFF	
Upgrade radio system	Further develop and update the Sheriff's Office radio system by utilizing ODOT system.
Radio Purchase	Work with Global Grants to update all portable & mobile radios for entire fleet.
Buildout backup 911 center	Finalize building plans at CGCC for backup center by leveraging grant funding.
Sheriff's Office Asset Relocation	Explore options for the relocation of Sheriff's Office assets from the old county shops to other county properties. (SAR, Patrol, Evidence, Training Rooms, etc.)
SURVEYOR	
Annual Equipment Inventory	Develop a system to ensure our equipment is up to date and maintained. Ensure reserves are available to take advantage of advancements in surveying technology such as drone advancements and economical LIDAR systems.
Update Survey vehicles	Our survey vehicles are old, outdated and in need of improved equipment and supply hauling capabilities. Consider smaller hybrid or electric vehicles to ensure future regulatory compliance. Are grants available for electric vehicles and charging stations now or possibly in the near future.
YOUTH SERVICES	
Transition of the Community Wood Program – Develop a new site for Community Work Services.	The current location for the community wood program is the future location of the Resolution Center. The Department of Youth Services will need to secure future site for a learning location for youth who are completing community work service as part of their accountability plan.

PATHWAY 4: COMMUNICATION

Strategy Statement:

Actively communicate both internally and externally the Vision, Mission, and Values of Wasco County.

Directional Statements:

- Communicate with the public and partners in a timely manner that informs and provides transparency.
- Develop and roll out external communication that educates and gives opportunities for feedback on services.
- Use technology to engage citizens so they become active participants in county government.
- Strengthen internal communication to support the shared vision and message.

Common Themes

The common themes from department plans were:

- *Timely and varied communication about service:* Social media account, update webpage, public kiosk, improve public access to information
- *Transparency and building public confidence:* Community outreach, public engagement, PIO services, speaking engagements (government affairs, radio programs, local groups)

There were no common themes that warranted Organizational Focus at this time.

Key Department Actions

Action	Description
ASSESSMENT AND TAXATION	
Evaluate public outreach plan	Plan that identifies needs and avenues for communication of information to customers, citizens and partner agencies.
CLERK'S OFFICE	
Actively communicate transparency and security in Elections	Wasco County voters believe elections are secure and free of fraud.
Encourage voters to update their registration / Inactive voter outreach project	Clean up voter rolls by reaching out to inactive voters.
COMMUNITY CORRECTIONS	
Grant Funding for Volunteer	Continue to support a newly existing practice that provides a nominal stipend for volunteer members serving on public safety and mental

Board Member Stipends	health advisory boards.
FACILITIES	
No specific action items	
FINANCE	
No action items	
HUMAN RESOURCES	
Recruitment as outreach and public relations	Convey Wasco County culture (100% LOVE).
Educating new hires at onboarding on concepts of 100% LOVE culture	
INFORMATION SERVICES	
Create focused web apps	Create applications geared specifically towards issues following “do one thing” principal.
Enhance county website	Review and enhance Wasco County website hosted through Revize to take advantage of free contractual refresh.
PLANNING / HOUSEHOLD HAZARDOUS WASTE & RECYCLING (HHWR)	
Investigate new communication opportunities	Tabling for outreach, using new approaches to community meetings, and leveraging PIO.
Continue cross-team trainings and trainings with partners	Encourage partnership, transparency through continuing education. Includes workshops for residents, real estate professionals, and other professions to understand tools, ordinances, review procedure, etc.
Continue coordination with cities	For hazard and UGB planning.
Long Range Planning Efforts	Countywide notices, social media, newsletters, and other current tools will be continued to be used to share updates.
PUBLIC WORKS	
Outreach to community / groups	Participate in radio programs, local meetings, governmental affairs, etc. – look to better inform the public and raise awareness of transportation related issues.
SHERIFF	
Improve services with	Develop future communication strategies with the Wasco County PIO to

county PIO	improve connectivity with citizens.
SURVEYOR	
Update County Surveyors Webpage	Overhaul the webpage to make it more user friendly and to answer common customer questions. Provide an updated tutorial for researching our records.
Reengage in local career development outreach	Now that COVID restrictions are over, reengage in education and outreach with local schools and colleges to promote surveying, engineering and local government career opportunities. Continue to partner with PLSO and OACES in this effort.
YOUTH SERVICES	
Continue public outreach and promotion plan	Collaborate with local media sources, Meadows Outdoor, local radio stations, newspapers and social media to share promotion and prevention messages.

PATHWAY 5: FINANCIAL HEALTH

Strategy Statement:

Work to achieve financial sustainability and resiliency through both innovative and responsible efforts to manage available resources.

Directional Statements:

- Budgeting will be done with a realistic approach to assigning resources and expenses.
- Identify and establish new funding streams that will supplement traditional revenue.
- Evaluate and prioritize programs through cost/benefit analysis.
- Conduct regular fiscal monitoring and reporting for departments.
- Maintain and develop long-term budget strategies.
- Ensure safeguards are established to provide financial health.

Common Themes

The common themes from department plans were:

- *Leverage and extend existing resources* - Grant opportunities, cost-share agreements, local agency partnerships, IGAs

There were no common themes that warranted Organizational Focus at this time.

Key Department Actions

Action	Description
ASSESSMENT AND TAXATION	
Needs assessment for the department	Improved planning & integration with the bigger vision.
Delinquent Tax Collection	Reduce past due taxes outstanding.
Yearly Budget Plan	Fiscally responsible planning.
CLERK'S OFFICE	
Make smart use of the election modernization funding received from the State	Use the \$82k as allowed by the state to purchase a scanner/sorter.
Review County Clerk salary in terms of updated staff positions, pull together salary data from comparable counties	Ensure salary is sustainable for long-term employment in the face of election resignations.
COMMUNITY CORRECTIONS	
Maintain Lean Staffing Levels as Necessary	While prioritizing service delivery according to client needs and budget realities, balance the work necessary by POs with administrative and operational management support. This may be increased case management and office management with slightly higher PO caseloads.
FACILITIES	
Build sustainable and resilient budgets with departments	Assist Departments with building sustainable budgets that are resilient to the changes due to unplanned events.
FINANCE	
No action items	
HUMAN RESOURCES	
Work on creating a more accurate a robust HR specific budget	Recently broke out the HR budget from Finance.
INFORMATION SERVICES	
Develop and communicate internal budget plan	Have an internal budget plan that all staff are familiar with to understand the department's financial priorities.
Create a Project Plan budget template	Create and use a project-based budgeting template to enhance project financial insights and update department master project list monthly.

Review quarterly budget as team	Review the IS budget as a team quarterly to understand progress and tracking throughout the year.
PLANNING / HOUSEHOLD HAZARDOUS WASTE & RECYCLING (HHWR)	
Institute citations for code compliance	Support the code compliance program via citations for long standing cases where no voluntary compliance is possible.
Continue to seek out grant opportunities	Leverage grants across programs to support various functions.
Maintain tracking and analytics	Leverage variety of tools across programs to identify efficiencies, leakages, and ROI.
Minimize litigation risk	Hearings Examiner, use of outside land use legal counsel, and other tools to reduce litigation risk.
Fee Schedule Review Committee	Internal review committee to examine fee schedule and ensure fees are consistent with County philosophy and are sustainable and transparent.
PUBLIC WORKS	
Continue partnership with GGS	Continue to use Global Grant Services to seek outside funding opportunities – grants, cost-share agreements, etc. Increased emphasis on State and Federal funding.
Continue local agency partnerships	Look to enhance cooperation and expand current partnerships – shared equipment, materials, personnel, combined contracting, economy of scale projects, etc.
SHERIFF	
Grant acquisition & identification	Work with Global Grants (or other grant providers) to find and leverage funding streams for the acquisition of capital needs for the Sheriff's Office.
Develop an internal budget team	Put an internal budget team together to develop long term strategies for the Sheriff's Office.
Special Program budget analysis	Review on-going contracts for financial stability (K9, OSMB, OPRD, USFS, BLM, etc.)
SURVEYOR	
Develop Corner Fund Program	Ensure the corner fund can meet the needs of corner maintenance.
Hood River IGA	Our IGA with Hood River County has not been updated in some time. Make sure the agreement is still working well for both counties. Continue to leverage this agreement for cost savings apparent through sharing of resources.

ORMAP Fund	Continue to monitor the ORMAP fund to ensure it can provide us with the ongoing support to update our map parcel information.
YOUTH SERVICES	
Maintain and remain in compliance with grant revenue programs	Work with Wasco County Finance Department to ensure reports are completed accurately and on time.
Continue to seek and advocate funding opportunities	Participate with appropriate State agencies to remain current on upcoming funding opportunities – specifically Oregon Youth Authority, Oregon Health Authority, and Department of Education.
Advocate for funding through Oregon Legislature	Participate in Association of Oregon Counties Public Safety and Human Services Committees.
Budget in a manner to remain good stewards of public funds.	Budget realistically.

PATHWAY 6: SAFETY AND HEALTH

Strategy Statement:

Create the time, space, and focus as an organization to provide for the safety and well-being of citizens and employees.

Directional Statements:

- Maintain and promote a healthy, safe, and vibrant work environment.
- Provide safety for the public through service delivery, policy, and practices.
- Promote and encourage safety through prevention, education, and training.

Common Themes

The common themes from department plans were:

- *Safety Investments (how to keep citizens and employees safe):* Safe Streets and Roads 4 All, election safety, parking lot improvements, updating tools, roadway safety improvements
- *Safety training (training employees how to be safe):* identify safety issues, review safety policies and procedures, new and ongoing training like cybersecurity and evacuation/active shooter

There were no common themes that warranted Organizational Focus at this time.

Key Department Actions

Action	Description
ASSESSMENT AND TAXATION	
County Safety Committee	Unified committee and program.
CLERK'S OFFICE	
Continue to monitor and plan for safety issues around elections	New election safety concerns have response plans at the local level.
COMMUNITY CORRECTIONS	
Maintain GPS Tracking Bracelet Program	Current tracking bracelets will no longer be supported by company in 2023. Looking to transition to a service/rental agreement with fees based on actual use and save on maintenance costs.
FACILITIES	
Updating tools	Providing the tools needed to be safe and be able to do the job more efficiently.
FINANCE	
No action items	
HUMAN RESOURCES	
Enliven Safety Community	Improve communicating activities to all WC employees.
INFORMATION SERVICES	
Enhance cybersecurity insights	Continue to develop and perform annual health maintenance on the SIEM environment; Implement active monitoring in Splunk Security Essentials based MITRE ATT&CK Framework.
Implement & Monitor Centralized Endpoint Reporting	Create application on Splunk that monitors all reporting by current endpoints.
Implement CISA Endpoint Protection Solution	Sign up for and implement the CISA Crowdstrike Endpoint Protection Solution.
PLANNING / HOUSEHOLD HAZARDOUS WASTE & RECYCLING (HHWR)	
Support ongoing training	Safety, cybersecurity, and other trainings are critical to workplace safety. Staff investigating CPR, fire extinguisher training, and supporting ongoing evacuation/active shooter practice.
Audit existing and potential tools for safety	Calendar sharing, event registration, and other tools will be evaluated to improve overall safety.

Parking lot improvements	Signage or walkway path between building and parking, possible safety devices for winter.
PUBLIC WORKS	
Develop a Safe Streets and Roads 4 All (SS4A) program – planning grant	New Federal program to significantly reduce or eliminate roadway fatalities and serious injuries. Apply to develop a safe action plan (focused on all roadway users) that is multifaceted – education, prevention, improvements, etc.
Make increased investment in roadway Safety Improvements	Currently maintenance focused – look at minor or small safety projects that could be handled in-house – road widening, guardrail, delineation, intersection improvements, etc. Actively budget for the improvements.
SHERIFF	
Review of safety policies/procedures	Develop a system to review all accidents/injuries to formalize and improve policies and procedures.
Safety training	Research new ways to deploy safety training and to utilize other platforms for training purposes.
SURVEYOR	
Continue to be involved with Public Works and HR safety training	Seek out opportunities to be involved with safety training, both necessary and voluntary as they become available.
Partner with Public Works to support roadway safety improvements	Provide the necessary surveying support for the collection of data for design and construction of roadway safety improvement projects.
YOUTH SERVICES	
Promote safety	Participate in prevention/training programs provided by Wasco County Human Resources, such as preventing workplace harassment and safe driving.
Review/Manage policies	Continue to review department policies to ensure the policies/practices follow the Mission of Department of Youth Services. Ongoing commitment to ensure DYS policies/practices do not continue to harm youth/families who identify as historically marginalized and overrepresented in the juvenile justice system. We will hold ourselves accountable from perpetuating harm.

PATHWAY 7: WORKFORCE DEVELOPMENT

Strategy Statement:

Develop a framework that invests in our employees to achieve both organizational sustainability and improvements.

Directional Statements:

- Develop and implement initiatives that model the desired beliefs, attitudes and values of the organization.
- Invest in training to expand the existing skill base and develop the next generation of leaders.
- Review and revise County policies and procedures to have a consistent framework that is up-to-date and available to use in an efficient manner.
- Create an environment where active participation is encouraged at all levels and employees can engage in the success of the County

Common Themes

The common themes from department plans were:

- *Appropriate staffing:* review staff positions, add or develop needed positions, succession planning
- *Inter-departmental Relationships (burning down the silos):* Cross training, team building activities, employee meeting or summit, culture development

There were no common themes that warranted Organizational Focus at this time.

Key Department Actions

Action	Description
ASSESSMENT AND TAXATION	
Continue work on the departmental Strategic Plan and 100% Love Culture	Exceptional customer service.
Training – technical skill building	Exceptional employees.
Professional development	Strong organization.
CLERK’S OFFICE	
Review County Clerk salary in terms of updated staff positions, pull together salary data from comparable counties	Ensure salary is sustainable for long-term employment in the face of election resignations.
Begin succession planning / development of next Chief Deputy	Ensure there is someone sufficiently trained to step into the Chief Deputy position at the next change of County Clerk.
COMMUNITY CORRECTIONS	
Consider Office Manager Position	While remaining compatible with “running lean”, provide better oversight and training to clerical staff and their support to POs and the public while managing large caseload sizes.

FACILITIES	
Cross-training	Provide training for advancement and coverage when senior co-worker is gone, sick, vacation or retirement.
FINANCE	
Focus Finance staff on customer service	The focus of the department is to partner with other Departments, not to be the enforcer/Mr. No/road-block. Assist departments to find what they need to do to meet their mission.
Focus on staff training	Utilize the annual Tyler Tech conference for additional training. Use the regional governmental accounting group to provide additional training to staff.
HUMAN RESOURCES	
Influenced through transparent, accurate and forward thinking recruitment activities	
INFORMATION SERVICES	
Continue to maintain training budget	Staff are able to enhance capability and productivity by building skills through the existing training budget.
Perform annual training/policy refresher	Review relevant policies for staff on an annual basis and develop quarterly training materials for Cybersecurity and Cyber Policy/Procedure.
Perform internal department training	Monthly perform a 1 hour training on department internal systems from each IT discipline to maintain consistent team knowledge in systems.
PLANNING / HOUSEHOLD HAZARDOUS WASTE & RECYCLING (HHWR)	
Maintain ongoing cross-team socials, trainings, coordination meetings	Maintain meetings like CAPS, cross team social activities and trainings.
Support hybrid work	Hybrid work, where appropriate, is vital to organizational health.
Maintain and improve onboarding assets	Reinstate department tours during orientation, ensuring orientation packet has a good mix for different learning styles, make sure staff has service level agreements from internal teams (IS, HR, Finance).
Team building activities	Continue to support various trainings, socials, and other team building exercises.
PUBLIC WORKS	
Continue emphasis on cross-training	Establish cross training seasonal schedule with benchmarks – not just blade training.

Establish semi-annual employee meeting	Schedule all crew meeting with team building and culture based work. Try to get increased buy-in and participation, especially with outlying district employees.
SHERIFF	
No action items	
SURVEYOR	
Develop “County Surveyor” position	Recognizes the seniority of the County Surveyor over the current general “surveyor” position. Provides a hierarchy to avoid the situation of a Deputy County Surveyor receiving the same or potentially more compensation than the County Surveyor.
Develop “Deputy County Surveyor” Position	The position will assist the County Surveyor and help share the workload. Promotes succession planning. Provides necessary redundancy to continue services in the absence of the County Surveyor. The development of this position will provide a pathway for qualified individuals to be appointed as County Surveyor.
Intern Program	Now that COVID is over, reconsider utilizing opportunities to employ interns.
Continuing Education	Provide opportunities for the Survey Tech position to promote to the proposed Deputy County Surveyor position. Continue to attend conferences and workshops to keep up to date with survey law and technology.
YOUTH SERVICES	
Maintain Department of Youth Services high-level of integration.	The Department of Youth Service has a supportive/collaborative culture.
Ongoing Commitment to Professional Development	Creating training plans for each employee. Encouraging team members to explore and develop new collaborative community alliances and partnerships.

Approved this 4th Day of October, 2023.

Wasco County Board of Commissioners

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



MOTION

SUBJECT: Strategic Plan

I move to approve 2023 Wasco County Strategic Plan.



MEMORANDUM

SUBJECT: ODOT REBATE PROGRAM FOR LEVEL 2 EV CHARGING STATION AT WASCO COUNTY FAIRGROUNDS

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LISA GAMBEE AND ALI POSTLEWAIT

DATE: 9/21/2023

BACKGROUND INFORMATION:

Wasco County participated in a joint committee on Climate Resiliency with the City of The Dalles. The report produced by this effort encouraged the sponsoring organizations to pursue projects that improve climate resiliency in our community.

In alignment with that goal, Wasco County looked into applying for the ODOT Community Charging Rebates program for installing Level 2 Electric Vehicle charging stations. This program offsets part of the costs for qualifying projects, with priority funding for locations in rural and disadvantaged areas. The Wasco County Fairgrounds met that criteria, and ODOT has reserved funding in the amount of \$8,500, to be reimbursed at completion of the project. Installation and final documents for the project must be submitted to ODOT by 6/8/2024.

Level 2 charging stations have a lower power use than DC Fast Chargers (2.4 - 19.2 kW, usually 6.7 kW). The electrical work will be wrapped into the existing projects at the Wasco County Fairgrounds. Power for charging will be paid by the end user, at a rate set by Wasco County based on a variety of criteria (time of day, day of the week, etc.).

The EV Connect quote and Master Services Agreement for the Level 2 Charging Station are provided in the board packet for approval. A breakout of costs is outlined below.

OPTION A – East Side of RV Bathrooms, PowerCharge Level 2 Station

LINE ITEM	ESTIMATED COST
Electrical, permit, install	\$6000
Excavation, concrete pad for charging station	\$4000
Parking asphalt, bollards, signage	TBD
PowerCharge Level 2 Dual Port Pedestal 40A (EV Connect)	\$4680

PowerCharge Shipping (EV Connect)	\$251
EVC Network Cloud Subscription - 5 Year (EV Connect)	2@ \$1460 = \$2920
EVC Remote Charge Station On-boarding	\$395 discounted to \$0
Data/Networking costs (WiFi or cable) (Wasco County)	TBD
TOTAL COST	\$17,851.00
Cost less rebate of \$8500	\$9,351.00



WASCO COUNTY - EV Connect Quote (PowerCharge)

WASCO COUNTY

81849 Fairgrounds Road
Tygh Valley, OR 97063
United States

Reference: 20230823-104948578

Quote created: August 23, 2023

Quote expires: October 31, 2023

Quote created by: Cole Farrand

Account Executive

cfarrand@evconnect.com

Ali Postlewait

alip@co.wasco.or.us
541-506-2553

Lisa Gambie

lisag@co.wasco.or.us
541-506-2535

Comments from Cole Farrand

EV Connect Shield (extended warranty for parts + labor): \$3,350 - covers the station for five years.

Wasco County Sourcewell ID: **26214**

EV Connect Sourcewell Info: Contract **#042221-EVC**

Products & Services

Item & Description	Quantity	Unit Price	Total
PowerCharge - Level 2 - Platinum - Dual Port - Pedestal - 40A - Retractor	1	\$4,680.00	\$4,680.00
PowerCharge - Shipping - 32A/40A	1	\$251.00	\$251.00

Item & Description	Quantity	Unit Price	Total
<div>EVC Network Cloud Subscription - Level 2 - Optimize - 5 Year</div> <div>EV Connect's consultative electric vehicle charging program includes the following: Station access control, iOS/Android mobile app for drivers, 24/7 driver support via the app and phone, Live station status view on PlugShare & Google, price & access control, Station health reports, Station use, performance, and sustainability reports, Personal station usage and transaction reports for drivers, In-dashboard trouble ticket management, Technical phone support, Proactive station health monitoring. Advanced platform features such as reservations, load management, and remote station monitoring. Includes quarterly detailed station review.</div>	2	\$1,460.00	\$2,920.00 for 5 years
<div>EVC - Level 2 - Remote Charge Station Commissioning & On-boarding</div> <div>Remote configuration of stations with preferred pricing policies and access controls, provide admin access to web based EVC portal, activate cellular data plan, set station hours of availability and pricing policies via EVC App, set stations to Private or Public and add to PlugShare network if requested</div>	1	\$395.00	\$0.00 after \$395.00 discount
One-time subtotal			\$7,851.00 after \$395.00 discount
Total			\$7,851.00

Purchase terms

Current Terms & Conditions can be found at:
[EV Connect Terms and Conditions](#)

- Taxes will be calculated at billing when applicable
- 25% of one-time cost is billed at execution
- 75% of one-time cost is billed at shipment
- All remaining items billed at project commissioning

Purchasing Terms Subject to Change based on Program Requirements.

EVC reserves the right to update shipping pricing and transit commitments as supply chain and market conditions change.

Questions? Contact me



Cole Farrand

Account Executive

cfarrand@evconnect.com

EV Connect

615 North Nash Street

Suite 203

El Segundo, CA 90245

US



ONLINE MASTER SERVICES AGREEMENT

This Online Master Services Agreement (including the Sales Order into which this Online Master Services Agreements is incorporated, the "**Agreement**") is entered into by and between EV Connect, Inc., a California Corporation with offices located at 615 N. Nash Street, Suite 203, El Segundo, CA 90245, E-Mail: legal@evconnect.com ("**EVC**"), and the subscriber who is agreeing to this Agreement ("**Subscriber**") as of the date it is agreed to by Subscriber ("**Effective Date**").

1. DEFINITIONS.

a. "**Certified EVSE**" means any EVSE that has been approved by EVC for use with the EVC Service. A list of all Certified EVSE is available upon request by Subscriber.

b. "**Confidential Information**" means any and all information disclosed by one party to the other party, directly or indirectly, in writing, orally, electronically, or in any other form, that is marked as "confidential" or "proprietary" or with a similar designation at the time of the disclosure, or is or should be reasonably understood to be confidential or proprietary to the disclosing party given the nature of the information and the circumstances of the disclosure, including, without limitation, information about the EVC Service, the Documentation, and the terms of this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that (i) is or becomes generally available to the public through no breach of this Agreement or any other agreement by the recipient of the information; (ii) was known by the recipient of the information at or before the time such information was received from the discloser, as evidenced by the recipient's tangible (including written or electronic) records; (iii) is received from a third-party that is not under an obligation of confidentiality to the disclosing party with respect to such information; or (iv) is independently developed by the recipient of the information without any breach of this Agreement, as evidenced by the recipient's contemporaneous tangible (including written or electronic) records.

c. "**Documentation**" means such manuals, documentation and any other supporting materials relating to the EVC Service that are provided to Subscriber by EVC in connection with this Agreement.

d. "**Driver**" means any driver who charges an electric vehicle using EVSE that is managed by the EVC Service.

e. "**EVC Service**" has the meaning set forth on Exhibit B.

f. "**EVSE**" means electric vehicle supply equipment used to charge electric vehicles, including Level 2 (AC) and Level 3 (DC) chargers, that is managed by the EVC Service.

g. "**Expenses**" means the out-of-pocket expenses incurred by EVC in connection with its performance of any Related Services.

h. "**Intellectual Property Rights**" means any and all rights existing from time to time under patent, copyright, trademark, trade secret, unfair competition, moral rights, publicity rights, privacy rights laws, and any and all other proprietary rights.

i. "**Legal Requirements**" means all applicable laws, rules, regulations, governmental permits, or other binding determinations of any governmental authorities.

j. "**Mobile App**" means a mobile version of the EVC Service (Apple and Android compatible) that allows Drivers to search for charging stations, charge their vehicles, receive notifications, communicate with customer support, and otherwise operate the EVC Service from their cell phones.

k. "**Related Services**" means any services related to the EVC Service that EVC has agreed to provide to Subscriber in a Statement of Work

l. "**Sales Order**" has the meaning set forth in Section 5(a) of this Agreement.

m. "**SLA**" means the Service Level Agreement(s) set forth on Exhibit A to this Agreement.

n. "**Statement of Work**" means a written statement of work executed by the parties that describes any Related Services to be provided by EVC to Subscriber.

o. "**Subscriber Affiliate**" means any third party that enters into a written agreement with Subscriber permitting such third party to use the EVC Service (including, without limitation, franchisees of Subscriber) for charging electric vehicles or developing applications that are integrated with the EVC Service.

p. **"Updates"** means any modifications, error corrections, bug fixes, new releases, or other updates of or to the EVC Service and/or Documentation that are generally made available by EVC to its customers at no additional charge during the term of this Agreement. Updates do not include any releases, options, or future products that EVC licenses separately.

q. **"Usage Data"** means information about each Subscriber Affiliate's and Driver's use of the EVC Service, but excludes any personally identifiable information of any Subscriber Affiliate or Driver or any other Confidential Information of Subscriber.

2. EVC SERVICE.

a. License to EVC Service. Subject to the terms and conditions of this Agreement and the timely payment of all fees hereunder, EVC grants to Subscriber a nonexclusive, nontransferable, non-sublicensable limited right and license, during the term of this Agreement, to access and use the EVC Service through a compatible Internet browser or other remote Internet interface approved by EVC for the purpose of configuring and administering Subscriber's network of EVSE; provided, however, that Subscriber's use of the EVC Service in accordance with the licenses above must be exercised solely (a) in accordance with the Documentation; (b) for Subscriber's own internal business use; and (c) subject to the limitations and restrictions set forth in this Agreement (including, without limitation, in Statement of Work No. 1 attached hereto as Exhibit B). For clarity, the licenses above do not include a license with respect to any source code owned by EVC. Subscriber may provide access to the EVC Service through the Mobile App to as many Drivers as it deems appropriate. Each Subscriber Affiliate and Driver will be considered an agent of Subscriber, and not an agent of EVC. EVC makes no representations or warranties for the benefit of any Subscriber Affiliate or Driver. Subscriber will be responsible for (i) ensuring that each Subscriber Affiliate and Driver complies with all of the terms and conditions of this Agreement and (ii) all of the acts and omissions of any Subscriber Affiliate or Driver in connection with this Agreement as if such acts or omissions of the Subscriber Affiliate or Driver, as applicable, were Subscriber's own acts or omissions. Except as set forth in this Section 2(a), no other right or license of any kind is granted by EVC to Subscriber hereunder with respect to the EVC Service. Except as otherwise expressly set forth in this Agreement (including in a Statement of Work), EVC is not obligated to customize or alter the EVC Service for Subscriber.

b. Restrictions.

(1) Subscriber acknowledges that the EVC Service, including, without limitation, the know-how embodied therein, constitute the valuable trade secrets of EVC. Subscriber may not, and may

not allow others, to (a) copy, disassemble, decompile, "unlock," reverse translate, reverse engineer, decode, modify, create derivative works based on, or customize the EVC Service, or any components of the EVC Service; (b) copy, use, or commercially exploit in any way the EVC Service (including the processes, methods and know-how embodied in the EVC Service) or any component of the EVC Service, other than as expressly allowed in this Agreement; (c) distribute, assign, sell, lease, sublicense, grant a security interest in, or otherwise offer the benefits of the EVC Service to any third party, whether such arrangement is in the nature of a service bureau, an outsourcing service, or any other similar service or business; (d) access (or attempt to access) the EVC Service by any means other than through the interface that is provided by EVC to Subscriber; or (e) gain unauthorized access to the EVC Service.

(2) Notwithstanding the foregoing, EVC reserves the right to suspend or permanently terminate any Subscriber Affiliate's or Driver's use of the EVC Service (or any portion thereof) if EVC believes, in its sole discretion, that such use could be harmful to EVC or Subscriber in any way, including, without limitation because such use could create liability for EVC or Subscriber or otherwise negatively impact EVC's or Subscriber's reputation or goodwill.

(3) Subscriber may not use the EVC Service to manage any EVSE that is not Certified EVSE.

c. Service Level Agreement. The maintenance of the EVC Service will be governed by the SLA(s) attached hereto as Exhibit A.

d. Subscriber Responsibilities.

(1) Subscriber agrees that Subscriber's and all Subscriber Affiliates' and Drivers' use of the EVC Service will comply with all Legal Requirements.

(2) Except to the extent otherwise set forth in this Agreement, Subscriber is responsible for providing, at its own expense, all EVSE, other hardware, system software, access devices, networks and telecommunications or other connections required to access the EVC Service.

(3) Subscriber agrees to make available to EVC, at Subscriber's expense, any Subscriber Materials (as defined below) reasonably necessary for EVC to perform any Related Services, including without limitation, any Subscriber Materials specified in a Statement of Work.

(4) If Subscriber moves an EVSE to a new location, Subscriber will update the location of such EVSE within the EVC Service within five (5) days. If Subscriber ceases operating an EVSE, Subscriber will notify EVC in writing within five (5) days.

e. Display of Name/Logo. During and after the Term, EVC may display Subscriber's name and logo on EVC's website and in EVC's sales materials for the sole purpose of identifying Subscriber as an existing or former customer of EVC.

3. STATEMENTS OF WORK AND RELATED SERVICES.

a. Statements of Work. During the term of this Agreement, the parties may, from time to time, execute Statements of Work. The Statement of Work attached hereto as Exhibit B, as well as any future Statements of Work agreed to by the parties, are hereby incorporated into this Agreement.

b. Resources. EVC will provide such resources and utilize such employees and/or subcontractors, as it reasonably deems necessary to perform any Related Services. The manner and means used by EVC to perform any Related Services are in the sole discretion and control of EVC.

4. CONFIDENTIAL INFORMATION; PRESS RELEASE.

a. Confidentiality Obligations. Each party will (i) hold all Confidential Information of the other party in strict confidence and will not disclose any Confidential Information to any third party except to its officers, employees, contractors and agents (collectively, "representatives") who have a need to know such Confidential Information in connection with the performance of its obligations under this Agreement, provided that the receiving party's representatives have been informed by the receiving party of the confidential nature of such Confidential Information and have been instructed by such receiving party to keep such Confidential Information confidential in accordance with the terms of this Section 4(a), it being understood that the receiving party will be responsible for any breaches of this Section 4(a) by such representatives, (ii) avoid the unauthorized use or disclosure of the other party's Confidential Information using the same degree of care that it uses in safeguarding its own confidential information, but in no event less than a reasonable degree of care, and (iii) use the other party's Confidential Information only in connection with the performance of its obligations under this Agreement. Notwithstanding the foregoing, the restrictions on Confidential Information contained in this Section 4(a) will not apply to the extent that such disclosure is: (i) approved in writing by the disclosing party, (ii) necessary for the receiving party to enforce its rights under this Agreement in connection with a legal proceeding, or (iii) required by law or by the order of a court or a similar judicial or administrative body, provided that the receiving party promptly notifies the disclosing party in writing of such required disclosure and cooperates with the disclosing party, at the disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

b. Equitable Relief. The parties acknowledge that (i) the covenants contained in Section 4(a) are reasonable and necessary to protect the legitimate interests of the parties; (ii) the parties would not have entered into this Agreement in the absence of such covenants; and (iii) any violation or threatened violation of such covenants would cause irreparable harm for which monetary damages would not be adequate. Therefore, the parties agree that, in the event of a breach of Section 4(a) by a party, the other party will be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law, and the breaching party will reimburse the non-breaching party for the reasonable costs associated with such enforcement (including any attorney's fees).

c. Usage Data. Notwithstanding anything to the contrary contained in this Agreement, Subscriber hereby (i) authorizes EVC to disclose anonymized Usage Data to third party utilities and government authorities to the extent EVC is required to share such Usage Data with such third parties under a written agreement with the applicable third party and (ii) grants to EVC a royalty-free, worldwide, perpetual, non-exclusive right and license to use reproduce, distribute, and make derivative works of the Usage Data.

5. PAYMENT.

a. Fees. Subscriber will pay EVC (i) the fees (collectively, the "**Fees**") set forth in Exhibit B to this Online Master Services Agreement and in the Sales Order into which this Agreement has been incorporated (the "**Sales Order**") and (ii) any Expenses by ACH in U.S. Dollars directly to EVC's bank account. If EVC incurs any fees or expenses resulting from Subscriber's chosen method of payment, Subscriber must reimburse EVC for such fees and expenses. After the Initial Term (as defined in Section 6(a)), each of the Fees will be increased by three percent (3%) in each Renewal Term, on a compounded basis.

b. Invoices and Terms. Subject to any fee payment schedule set forth on the Sales Order or any applicable Statement of Work, at the beginning of each calendar month, EVC will deliver an invoice to Subscriber for the Fees and/or Expenses due to EVC for such calendar month and any prior calendar months. Subscriber will pay each invoice in United States dollars via ACH (initiated by Subscriber) within thirty (30) calendar days of the invoice date or by such other date specified on the applicable Statement of Work. If Subscriber breaches the immediately preceding sentence at any time during the Term, Subscriber hereby authorizes EVC to debit Client's designated bank account (ACH) for any Fees then accrued or thereafter accrued until the expiration or termination of this Agreement, without any further authorization from Subscriber. If Subscriber wishes to alter its designated bank account, Subscriber will immediately provide EVC with the information

regarding the new designated account necessary for EVC to debit such account pursuant to this paragraph. If any Fee or other amount owed is past due, EVC reserves the right to (i) apply a service charge to such overdue balance at the rate of 1.5% per month (but in no event more than the maximum rate allowed by law); and/or (ii) suspend Subscriber's access to the EVC Service.

c. Taxes. Subscriber will also be responsible for payment of all taxes (other than taxes based on EVC's income), fees, duties, and other governmental charges, and any related penalties and interest, arising from the payment of Fees to EVC under this Agreement, whether collected by taxing authorities pursuant to existing Legal Requirements or Legal Requirements enacted in the future. Subscriber will pay all Fees to EVC free and clear of, and without reduction for, any withholding taxes.

d. Other Payments. To the extent permitted by Legal Requirements, EVC will be entitled to receive any and all credits, benefits, rebates, refunds, and other incentives provided by governmental authorities and/or utilities resulting from Subscriber's, Subscriber Affiliates', and Drivers' use of EVSE.

6. TERM; TERMINATION.

a. Term. The term of this Agreement will commence on the Effective Date and will continue for the period set forth in the Sales Order (the "**Initial Term**"). Thereafter, this Agreement will automatically renew for successive one (1) year periods (each, a "**Renewal Term**"; and together with the Initial Term, the "**Term**") unless either party notifies the other party of its intention not to renew this Agreement at least one hundred eighty (180) days before the end of the then-current Renewal Term.

b. Termination. Either party may terminate this Agreement by providing written notice to the other party if the other party materially breaches this Agreement and such breach is not cured within thirty (30) calendar days after written notice thereof by the non-breaching party. Upon a termination of this Agreement, all Statements of Work then in effect will automatically terminate as well.

c. Effects. Upon the expiration or termination of this Agreement for any reason: (i) all rights and licenses granted to Subscriber (and Subscriber Affiliates and Drivers) hereunder will immediately terminate; (ii) Subscriber will immediately stop using the EVC Service; and (iii) within thirty (30) days, each party will, at the other party's option, either destroy or permanently erase all copies of the other party's Confidential Information under its control; provided, however, that each party may retain one archival copy the other party's Confidential Information. Upon any termination of this Agreement, Subscriber will still be obligated to pay all Fees and Expenses that have accrued pursuant to this

Agreement prior to the effective date of termination within five (5) days after such date of termination. Either party's termination of this Agreement will be without prejudice to any other right or remedy that it may have at law or in equity, and will not relieve either party of breaches occurring prior to the effective date of such termination. Sections 1, 2(b), 2(e), and 4-11, and any other provisions in the Exhibits to this Agreement that by their nature would reasonably be expected to survive, will survive the expiration or termination of this Agreement.

7. PROPRIETARY RIGHTS.

a. EVC. As between EVC and Subscriber, EVC will exclusively own and retain all right, title, and interest, including all Intellectual Property Rights, in and to (i) the EVC Service (including all Documentation) and any Related Services, including, without limitation, all software, technology, information, content, and materials relating thereto; (ii) all Confidential Information of EVC; (iii) any suggestions, recommendations, or other feedback relating to the EVC Service provided by Subscriber or any Subscriber Affiliate or Driver to EVC; and (iv) any modifications, Updates, copies, translations, improvements, derivative works, or adaptations of any of the foregoing, irrespective of who authored, invented, or made same.

b. Subscriber. As between EVC and Subscriber, Subscriber will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to (i) the Usage Data and (ii) all Confidential Information of Subscriber (collectively, the "**Subscriber Materials**"). Subscriber hereby grants EVC a royalty-free, worldwide, non-exclusive right and license to use, reproduce, distribute, transmit, perform, display, and make derivative works of the Subscriber Materials, or any portion thereof, solely for the purpose of performing any Related Services.

8. LIMITED WARRANTY.

a. Mutual. Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement (i) is within its corporate powers, (ii) has been duly authorized by all necessary corporate action on such party's part, and (iii) does not and will not contravene, violate, or constitute a default under, and is not and will not be inconsistent with, any Legal Requirement, judgment, decree or order, or any contract, agreement, or other undertaking, applicable to such party.

b. EVC Service. EVC warrants that, when operated in accordance with the Documentation, the EVC Service will substantially conform to the specifications set forth in the Documentation. Notwithstanding the foregoing, EVC's warranty in this paragraph will not apply to the extent that EVC's breach of such warranty arises from (i) any use of the EVC Service not in accordance with the terms of this Agreement or any Legal Requirements; (ii) any use of

the EVC Service in combination with other services, products or data provided by Subscriber or third parties; or (iii) any modification of the EVC Service by Subscriber or any third party. EVC's sole obligation, and Subscriber's sole remedy, for a breach of the warranty in this paragraph will be, at EVC's option, either to (i) remedy the purported defect within a reasonable time or (ii) terminate this Agreement and refund any Fees that have been prepaid by Subscriber for the EVC Service for any period of time after such termination.

c. Related Services. EVC warrants that it will perform any Related Services that EVC is obligated to provide in a professional and workmanlike manner. EVC's sole obligation, and Subscriber's sole remedy, for a breach of this warranty will be, at EVC's option, either to: (a) re-perform any Related Services that fail to meet the foregoing warranty; or (b) terminate the applicable Statement of Work and refund any Fees that have been paid by Subscriber for any Related Services that fail to meet the foregoing warranty.

d. General Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 8(a), 8(b) and 8(c), THE EVC SERVICE IS PROVIDED "AS-IS" AND "AS AVAILABLE" AND EVC EXPRESSLY DISCLAIMS ALL WARRANTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE EVC SERVICE, ANY RELATED SERVICES, OR ANY OTHER ASPECT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. EVC DOES NOT WARRANT THAT THE EVC SERVICE WILL MEET ALL OF SUBSCRIBER'S REQUIREMENTS, THAT ITS ACCESSIBILITY OR OPERATION WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, THAT THE ELECTRICAL, INTERNET, WIRELESS, OR CELLULAR NETWORKS NECESSARY TO OPERATE THE EVC SERVICE WILL BE AVAILABLE, OR THAT THE EVC SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EVC IS NOT LIABLE TO SUBSCRIBER FOR ANY LOSS OR CORRUPTION OF SUBSCRIBER CONTENT ON THE EVC SERVICE. SUBJECT TO ANY EVC OBLIGATIONS IN EXHIBIT A TO THIS AGREEMENT, SUBSCRIBER ACKNOWLEDGES THAT ACCESS TO INFORMATION STORED IN THE EVC SERVICE IS NOT GUARANTEED, AND SUBSCRIBER AGREES TO EMPLOY APPROPRIATE BACK-UP PROCEDURES FOR DATA STORAGE IN ORDER THAT ANY LOSS OF DATA CAUSED BY THE EVC SERVICE OR ITS UNAVAILABILITY WILL NOT ADVERSELY AFFECT SUBSCRIBER. TO THE EXTENT EVC MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY,

THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

e. Third-Party Data. THE EVC SERVICE MAY CONTAIN DATA FROM THIRD-PARTY PROVIDERS AND/OR WEBSITES THAT ARE NOT OWNED OR CONTROLLED BY EVC. EVC HAS NO CONTROL OVER, AND ASSUMES NO RESPONSIBILITY FOR, SUCH DATA OR POLICIES, OR PRACTICES OF ANY THIRD-PARTY DATA PROVIDER. SUBSCRIBER EXPRESSLY RELIEVES EVC FROM ANY AND ALL LIABILITY ARISING FROM SUBSCRIBER'S USE OF ANY SUCH THIRD-PARTY DATA.

9. LIMITATION OF LIABILITY. EVC'S AGGREGATE LIABILITY TO SUBSCRIBER FOR ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL THEORY (WHETHER IN TORT, CONTRACT, INDEMNITY, STATUTORY, OR OTHERWISE), WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY SUBSCRIBER TO EVC PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH SUCH CLAIM INITIALLY AROSE. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN TORT, CONTRACT, INDEMNITY, STATUTORY, OR OTHERWISE) WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, GOODWILL, LOST PROFITS OR LOST DATA, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM SUCH PARTY'S OR THIRD PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR THE OPERATION OF SUCH PARTY'S BUSINESS.

10. INDEMNIFICATION.

a. EVC. EVC will, at its sole expense, defend, indemnify, save and hold harmless Subscriber and Subscriber's officers, directors, agents and employees from any and all damages, losses, liabilities, costs or expenses, including reasonable attorneys' fees (collectively, "**Losses**"), resulting from third-party claims, demands, suits, or proceedings (collectively, "**Claims**") arising out of or relating to (i) EVC's breach of its representations, warranties, or covenants set forth in this Agreement, (ii) the infringement of any valid United States copyright or trade secret by the EVC Service (which, for clarity, does not include Subscriber Materials), and (iii) EVC's gross negligence or willful misconduct. Notwithstanding the foregoing, EVC's indemnity obligation in this paragraph will not apply to the extent that such obligation arises from (i) any use of the EVC Service not in accordance with the terms of this

Agreement or any Legal Requirements; (ii) any use of the EVC Service in combination with other services, products or data provided by Subscriber or third parties; or (iii) any modification of the EVC Service by Subscriber or any third party.

b. Subscriber. Subscriber will, at its sole expense, defend, indemnify, save and hold harmless EVC and EVC's officers, directors, agents and employees from any and all Losses resulting from Claims arising out or relating to (i) an alleged breach by Subscriber or any Subscriber Affiliate or Driver of any representation, warranty or covenant of Subscriber in this Agreement; (ii) the Subscriber Materials; (iii) any representations or warranties made by Subscriber to a Subscriber Affiliate, Driver, or other third party concerning any aspect of the EVC Service or Related Services; (iv) acts or omissions of Subscriber, any Subscriber Affiliate, or any Driver in connection with Subscriber's use of the EVC Service; and (v) Subscriber's gross negligence or willful misconduct.

c. Requirements. Any party seeking indemnification under this Agreement will (i) promptly notify the indemnifying party in writing regarding any facts that may give rise to a claim for indemnification under this Agreement (provided that any delay in notification will not relieve the indemnifying party of its obligations hereunder except to the extent that the indemnifying party is actually prejudiced by such delay); (ii) provide the indemnifying party with reasonable information, assistance and cooperation in defending the lawsuit or proceeding (at the indemnifying party's expense, to the extent of any out-of-pocket expenses); and (iii) give the indemnifying party full control and sole authority over the defense and settlement of such claim, subject to the indemnified party's approval of any such settlement, which approval will not be unreasonably withheld or delayed.

11. INSURANCE. During the Term, EVC will maintain, with reputable insurance companies, the following insurance coverages: (a) workers' compensation insurance as required by Legal Requirements, (b) general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 annually, (c) commercial umbrella/excess liability insurance with a minimum limit of \$2,000,000 per occurrence and \$2,000,000 annually, (d) professional liability insurance with a minimum limit of \$1,000,000, and (e) cyber insurance with a minimum limit of \$3,000,000. Upon Subscriber's request, EVC will provide certificates of insurance evidencing the insurance coverages set forth above.

12. MISCELLANEOUS.

a. Arbitration. In the event of any dispute, claim or controversy between the parties arising out of or relating to this Agreement, whether in contract, tort, equity or otherwise, and whether relating to the

meaning, interpretation, effect, validity, performance or enforcement of this agreement, including the determination of the scope or applicability of this agreement to arbitrate, such dispute, claim or controversy will be resolved by and through an arbitration before one (1) arbitrator in Los Angeles, CA, to be administered by Judicial Arbitration and Mediation Services, Inc., or its successor, pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Both the foregoing agreement of the parties to arbitrate any and all such disputes, claims and controversies, and the results, determinations, findings, judgments and/or awards rendered through any such arbitration will be final and binding on the parties and may be specifically enforced by legal proceedings in any court of competent jurisdiction. This clause will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The costs of the arbitrator, the arbitration proceeding, any proceeding in court to confirm or to vacate any arbitration award, and each party's reasonable attorneys' fees and costs will be borne by the unsuccessful party or, at the discretion of the arbitrator(s), may be prorated between or among the parties in such proportion as the arbitrator(s) determine(s) to be equitable and will be awarded as part of the arbitrators' award.

b. Export Restrictions. Subscriber understands and acknowledges that EVC is subject to regulation by agencies of the U.S. government, including the U.S. Department of Commerce, that prohibit export or diversion of certain products and technology to certain countries. Any and all obligations of EVC to provide access to the EVC Service are subject in all respects to such United States laws and regulations as from time to time govern the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States, including the Export Administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations ("EAR") issued by the Department of Commerce, International Trade Administration, Bureau of Export Administration ("BXA"). Subscriber agrees to comply in all respects with the export and re-export restrictions applicable to the EVC Service and will otherwise comply with the EAR or other United States laws and regulations in effect from time to time.

c. Entire Agreement; Amendments. This Agreement, including any exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements or representations, oral or written, regarding such subject matter, including, without limitation, any purchase orders or other business forms drafted by Subscriber, whether or not signed by EVC, which are hereby terminated and of no further force or effect. This Agreement may be modified or amended only by a writing signed by an authorized representative of both parties.

d. Waivers. The waiver by either party of a breach of or a default under any provision of this Agreement will be in writing and will not be construed as a waiver of any subsequent breach or default under the same or any other provision of this Agreement. No delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operates as a waiver of any right or remedy.

e. Severability. If the application of any provision of this Agreement to any particular facts or circumstances will be held to be invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, then (i) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement will not in any way be affected or impaired thereby and (ii) such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

f. Assignment. The rights granted and obligations undertaken in this Agreement are personal to Subscriber and Subscriber agrees not to transfer, assign or sublicense such rights or obligations to any third-party. Any attempted transfer, assignment or sublicense of such rights or obligations by Subscriber will be null and void.

g. Relationship. The relationship of EVC and Subscriber established by this Agreement is that of independent contractors, and nothing contained in this Agreement will create or be construed to create any partnership, joint venture, agency, franchise, sales representative, employment or fiduciary relationship between the parties or any of its respective agents or employees. Nothing in this Agreement grants to either party the authority to make any promise, warranty, guarantee, or representation that will create any obligation or liability whatsoever, whether express or implied, on behalf of the other.

h. Law; Venue. This Agreement will be governed by and construed in accordance with the

laws of the State of California, without giving effect to any contrary choice of law rules, and applicable United States federal law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

i. Notices. All notices under this Agreement will be in writing and will be delivered to a party at the physical address or e-mail address specified in the Sales Order, Attn: Chief Legal Officer, by: (1) depositing the notice in the mail, using registered mail, return receipt requested; (2) overnight delivery service; (3) e-mail; or (4) hand delivery to an individual authorized to accept such delivery. The notice will be effective; (i) seven (7) calendar days after deposit in the mail; (ii) the next business day after deposit with an overnight delivery service; (iii) upon receipt by e-mail; or (iv) on the date of hand delivery.

j. Force Majeure. Except for Subscriber's obligations to pay EVC hereunder, neither party will be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control.

k. Construction. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent. This Agreement will be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under this Agreement.

l. Headings. The captions and section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.

m. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same Agreement. All signed fax copies of the Agreement will be deemed as valid as an original.

EXHIBIT A

SAAS Service Level Agreement

1. DEFINITIONS.

- a. **"Error"** means, with respect to this Exhibit A only, an event that causes interruption to, or a reduction in, the quality of, the Software.
- b. **"EV"** means electric vehicle.
- c. **"EVSE"** means the hardware components (electric vehicle supply equipment) that make up an EV charging station.
- d. **"Host"** means the owner or operator of an EV charging station.
- e. **"Response Time"** means, after EVC receives notice of an Error, the amount of time it takes EVC to provide Subscriber with an update and potential resolution time for such Error.
- f. **"Resolution Time"** means, after EVC receives notice of an Error, the amount of time it takes EVC to resolve such Error, which may include a permanent fix or temporary workaround.
- g. **"Scheduled Downtime"** means the number of hours in a given calendar month that one or more material elements of the Software is not available to Subscriber because of scheduled system maintenance across the Software (i.e., not Subscriber-specific) for which EVC has provided Subscriber with at least 48 hours prior notice. Notwithstanding the foregoing, Software downtime that occurs any Tuesday between 2:00 a.m. and 4:00 a.m. Pacific Time will qualify as "Scheduled Downtime" without the need for EVC to provide prior notice to Subscriber. EVC will use commercially reasonable efforts to perform Scheduled Downtime from 11:00 p.m.-4:00 a.m. Pacific Time.
- h. **"Severity Levels"** mean the categories of Errors set forth below:
- | Severity Level | Description of Error |
|----------------|---|
| 1 | The Software is inoperable, unavailable, or inaccessible. |
| 2 | The functionality or availability of one or more key features of the Software is either interrupted or materially degraded (e.g., page time-out, sessions freeze-up, etc.) |
| 3 | One or more features or components of the Software is not operating in accordance with the Documentation but the matter does not qualify as a Severity Level 2 error |
| 4 | The Software remains available and operable although some inconvenience and minor interruption is sufficiently persistent or consistent as to warrant a correction, often through a patch, work-around or bypass until a more permanent or suitable correction can be made. |
- i. **"Software"** means the software included within the EVC Service.
- j. **"Unscheduled Downtime"** means the number of hours in a given calendar month that one or more material elements of the Software is not available to Subscriber because of system maintenance that is not Scheduled Downtime.

2. AVAILABILITY. The Software will be available to Subscriber twenty-four (24) hours a day, seven (7) days a week, 99.9% of the time (the **"Availability Percentage"**), measured on a calendar monthly basis, excluding (a) Scheduled Downtime, (b) up to a total of four (4) hours per month of Unscheduled Downtime, and (c) downtime caused by Subscriber or its agents or by other forces beyond the reasonable control of EVC (including, without limitation, hardware or software failures). Notwithstanding anything to the contrary in this Exhibit C, the unavailability of certain specific features or functions of the Software that are not, in the aggregate, material to the Software as a whole will not constitute unavailability of the Software.

3. RESOLUTION OF ERRORS.

- a. **Categorization of Errors.** The Severity Level of any Error will be determined by EVC in its reasonable discretion.

b. Response & Resolution Times. Subscriber will use commercially reasonable efforts to provide detailed, accurate, and immediate notification to EVC of any Error so that EVC can take remedial action as soon as possible. EVC will use commercially reasonable efforts to respond to and resolve each Error in accordance with its Severity Level as set forth in the table below:

Severity Level	Response Time	Workaround Time**	Full Resolution Time
1*	2 Hours	4 Hours	24 Hours
2*	3 Hours	8 Hours	72 Hours
3*	1 Business Day	Seven days	Next release of Software
4*	2 Business Days	None	Next release of Software

* Notwithstanding anything to the contrary contained in this Agreement, EVC is not obligated to remedy any Error caused by user error or Subscriber's or any user's failure to access the Software with a compatible system or web browser or any Error caused by the EVSE.

** Subscriber will power cycle the EVSE upon request of EVC. If EVC is unable to fix an Error remotely within the applicable remote workaround time period set forth in the table above, such Error will be referred to the Subscriber's field service team for resolution. If the Error is not covered by a valid warranty, additional service fees may apply to such site visit.

4. TECHNICAL SUPPORT. EVC technical support will be available by phone at (866) 816-7584 or by email at CEX@evconnect.com (email subject to change) based on the schedule below:

Requesting Party	Days	Time	Contact
Subscriber or Subscriber Affiliate	Monday to Friday (excluding EVC corporate holidays)	5:00 AM – 5:00 PM, Pacific Time	EVC Account Director or the EVC support phone number or e-mail address set forth above
Driver	24/7	N/A	EVC support phone number or e-mail address set forth above

[Note: The below EV Shield Service Level Agreement applies only if Subscriber has opted to include the EV Shield service on the applicable Sales Order.]

EV Shield Service Level Agreement

1. DEFINITIONS.

a. **“Connector”** means a connector on any EVSE that allows a Driver to successfully authorize a charging session on the Driver’s EV.

b. **“Error”** means, with respect to this Exhibit only, an event that causes any EVSE to be unable to charge a Driver’s EV.

c. **“EV”** means electric vehicle.

d. **“EVSE Severity Levels”** means the categories of Errors set forth below:

EVSE Severity Level	Description of Error
1	More than 50% of the Connectors at a particular location are failing.
2	50% or less of the Connectors at a particular location are failing.
3	Error that does not significantly impact an EVSE’s functionality.
4	Error that is minor or cosmetic in nature and does not materially impact an EVSE’s functionality.

e. **“Site Visit Time”** means, after EVC determines that an Error cannot be repaired remotely, the amount of time it takes EVC to send a field representative to perform an initial Site Visit.

f. **“Site Visit”** means a visit by a field technician to an EVSE for repairing an Error.

2. MONITORING. EVC will remotely monitor each EVSE for Errors from 5am-5pm Pacific Time. If EVC detects any Errors as a result of such remote monitoring, EVC will promptly notify Subscriber regarding such Error. EVC will attempt to repair such Errors remotely; however, if EVC is unable to repair the Error remotely, EVC will repair such Error in accordance with Section 4 below.

3. RESPONSE TIME. EVC will provide a response to Subscriber within twenty-four (24) hours of the occurrence of an Error.

4. RESOLUTION OF ERRORS.

c. **Categorization of Errors.** The EVSE Severity Level of any Error will be determined by EVC in its reasonable discretion.

d. **Resolution Times.** Subscriber will use commercially reasonable efforts to provide detailed, accurate, and immediate notification to EVC of any Error so that EVC can take remedial action as soon as possible. Subscriber will power cycle EVSEs upon request of EVC. If an Error cannot be repaired remotely, EVC will send a field service representative to perform a Site Visit and repair or replace any parts necessary to resolve such Error so that the EVSE works in accordance with such EVSE’s published specifications. EVC will use commercially reasonable efforts to perform a Site Visit in accordance with the applicable Severity Level as set forth in the table below:

EVSE Severity Level	Site Visit Time*
1	3 Business Days
2	5 Business Days
3	10 Business Days
4	30 Business Days

* The Site Visit Time may be extended for (a) any failure of Subscriber to provide timely access to the location or timely responses to EVC's requests for information necessary to resolve the Error and (b) the delivery of any parts required to resolve the Error. If the field service representative determines during the initial Site Visit that a return Site Visit is required to resolve the Error, EVC will use commercially reasonable efforts to schedule a return Site Visit within three (3) business days after the initial Site Visit, subject to the availability and delivery of any parts required to resolve the Error. EVC will provide the Subscriber with periodic updates regarding the resolution of an Error.

5. EXCLUSIONS. Notwithstanding anything to the contrary in this EV Shield Service Level Agreement ("**EV Shield SLA**"), EVC's obligations under this EV Shield SLA do not apply to the following types of Errors: (a) Errors caused by the electrical infrastructure, poor cell/wifi quality or strength or poor network connectivity or performance, (b) Errors that can be fixed by manually power cycling the EVSE, (c) Errors caused by the improper installation of an EVSE by Subscriber or a third-party, (d) Errors caused by vandalism, misuse, or abuse of the EVSE, (e) Errors relating to damage to a Connector (e.g., caused by a Driver running over the Connector), (f) cosmetic damage to an EVSE, (g) normal wear and tear to EVSE (e.g., fading of colors), (h) Errors caused by the negligence of Subscriber or a Driver (e.g., striking the EVSE with a vehicle), (i) Errors caused by the modification or relocation of an EVSE other than by EVC, (j) Errors caused by the use of the EVSE with software or parts that are not supplied by EVC, and (k) Errors caused by extreme power surges, extreme electromagnetic fields, or any other acts of nature (collectively, "**Excluded Errors**").

6. CHARGES FOR EXCLUDED ERRORS. If (a) Subscriber requests that EVC repair an Excluded Error, (b) EVC agrees to repair such Excluded Error, and (c) Subscriber agrees to EVC's cost estimate for repairing such Excluded Error, Subscriber will be responsible for paying for such services and parts immediately after the repair is completed. If, during an initial Site Visit, it is determined that the Error is an Excluded Error, Subscriber will pay for any service and parts provided during such Site Visit immediately after the Site Visit.

[Note: The below Statement of Work applies only if Subscriber is subscribing to EVC's EV Connect Network product.]

EXHIBIT B

Statement of Work No. 1 – EV Connect Network

This Statement of Work No. 1 ("**SOW**") is at all times subject to the terms and conditions set forth in the main body of the Agreement in which it is incorporated. Any capitalized term used, but not defined, in this SOW will have the meaning given to that term in the main body of the Agreement.

1. Definitions.

- a. "**Charging Session**" means a Driver's use of an EVSE to charge such Driver's electric vehicle.
- b. "**Driver Transaction Fee**" means a fee equal to 4% of the applicable Session Fee for a Charging Session plus \$0.25 per Charging Session.
- c. "**EVC Service**" means, collectively, (i) the object code versions of EVC's web-based software that manages the networks to which EVSEs are connected and includes the following functionality and services: dashboard, reporting suite, flexible pricing policies, EVSE station access control, OCPI integrations, and compatibility with virtually any OCPP1.6 (or the most up-to-date version or standard) JSON-enabled hardware, (ii) the Mobile App; (iii) the Documentation; and (iv) Updates to any of the foregoing.
- d. "**Regulatory Charges**" means any and all charges or fees imposed by applicable state and federal regulatory authorities with respect to a Charging Session or the use of EVSE.
- e. "**Session Fees**" means any all fees collected by EVC for each Charging Session, including any applicable Taxes and/or Regulatory Charges.
- f. "**Taxes**" means sales, use, and other taxes imposed by applicable taxing authorities with respect to a Charging Session.

2. Territory. Subscriber may implement the EVC Service only with respect to EVSE located in the United States.

3. Trademarks. Subscriber agrees not to remove, conceal, or modify any EVC trademarks, service marks, logos or any other markings or labels displayed on EVSE (or peripheral equipment thereto) that is sold or otherwise provided to Subscriber by EVC.

4. Related Services.

- a. **Setup and Configuration Services.** EVC will provide the following services to Subscriber: (i) help Subscriber set up and configure the EVC Service according to EVC's standard specifications and (ii) provide Subscriber with up to two (2) hours of product and functionality training during setup of the EVC Service.
- b. **Additional Services.** Any services requested by Subscriber that are outside the scope of this SOW (including, without limitation, training services that exceed the time limitations set forth in this SOW) will be considered "**Additional Services**". Subscriber will pay hourly rates for such Additional Services (or enter into a separate Statement of Work with EVC for Additional Services prior to the provision of such Additional Services).

5. Compensation.

- a. **Session Fees.** Subscriber will have the sole authority to determine and set the Session Fees for each Charging Session, and such Session Fees will always include all applicable Taxes and Regulatory Charges. EVC will collect all Session Fees. EVC will remit such Session Fees to Subscriber within thirty (30) days after the end of the calendar quarter in which such Session Fees were collected by EVC, after deducting any applicable Taxes and Regulatory Charges. Subscriber is responsible for the payment of all Taxes and Regulatory Charges; provided, however, that EVC will be responsible, on behalf of Subscriber, for the collection and remittance of all Taxes and Regulatory Charges to the appropriate taxing or regulatory authorities, when/if such Taxes and/or Regulatory Charges are imposed.

b. Driver Transaction Fee. EVC will also charge and collect, for its own account, the Driver Transaction Fee with respect to each Charging Session.

c. Other Fees. All other Fees payable to EVC will be set forth on the applicable Sales Order (which Fees will begin to accrue on the Effective Date of this Agreement).

d. Expenses. All Expenses will require Subscriber's prior written approval. Subscriber will reimburse EVC for all Expenses on a monthly basis. EVC will provide Subscriber with supporting documentation for Expenses upon request.

[Note: The below Statement of Work applies only if Subscriber is subscribing to EVC's EV CaaS product.]

EXHIBIT B

Statement of Work No. 1 – EV CaaS

This Statement of Work No. 1 ("**SOW**") is at all times subject to the terms and conditions set forth in the main body of the Agreement in which it is incorporated. Any capitalized term used, but not defined, in this SOW will have the meaning given to that term in the main body of the Agreement.

1. Definitions.

- a. "**Charging Session**" means a Driver's use of an EVSE to charge such Driver's electric vehicle.
- b. "**EVC Service**" means, collectively, (i) the object code versions of Licensor's web-based software that manages the networks to which EVSEs are connected and includes the following functionality and services: dashboard, reporting suite, flexible pricing policies, EVSE station access control, OCPP integrations, and compatibility with virtually any OCPP1.6 (or the most up-to-date version or standard) JSON-enabled hardware, (ii) the Fleet Module (if Subscriber has agreed to pay for the use of such Fleet Module in the compensation table set forth in Section 5(b) below), (iii) the Mobile App; (iv) the Documentation; and (v) Updates to any of the foregoing.
- c. "**Regulatory Charges**" means any and all charges or fees imposed by applicable state and federal regulatory authorities with respect to a Charging Session or the use of EVSE.
- d. "**Session Fees**" means any all fees collected by EVC for each Charging Session, including any applicable Taxes and/or Regulatory Charges.
- e. "**Taxes**" means sales, use, and other taxes imposed by applicable taxing authorities with respect to a Charging Session.

2. **Term; Termination.** Notwithstanding Section 6(a) of the main body of the Agreement, the term of this SOW (and the entire Agreement to which this SOW is attached) will commence on the Effective Date and will continue for a period of five (5) years (the "**Initial SOW Term**"). This SOW (and the entire Agreement to which this SOW is attached) will automatically renew for successive five (5) year periods (each, an "**SOW Renewal Term**"; and together with the Initial SOW Term, the "**SOW Term**") unless either party notifies the other party of its intention not to renew this Agreement at least sixty (60) days before the end of the Initial SOW Term or the then-current SOW Renewal Term, as applicable. Upon the expiration or termination of the Agreement for any reason, EVC may remove all Subscribed EVSE (as defined below) from the Subscriber's premises.

3. **Territory.** Subscriber may implement the EVC Service only with respect to EVSE located in the United States.

4. **Trademarks.** Subscriber agrees not to remove, conceal, or modify any EVC or third-party trademarks, service marks, logos or any other markings or labels displayed on EVSE (or peripheral equipment thereto) that is sold or otherwise provided to Subscriber by EVC.

5. EVSE.

(a) **Subscription; Subscription Fees.** EVC agrees to provide the EVSE described in an applicable Sales Order ("**Subscribed EVSE**") to Subscriber for Subscriber's use during the SOW Term. Subscriber agrees to locate such Subscribed EVSE and pay the "**EV CaaS Subscription Fees**" for such Subscribed EVSE as set forth in the Sales Order (and/or the Quote attached to such Sales Order).

The EV CaaS Subscription Fee is a monthly fee charged per Subscribed EVSE charging connector and payable by Subscriber in advance of the calendar month to which it applies. If a Subscribed EVSE has two or more charging connectors, Subscriber will pay the EV CaaS Subscription Fee for each connector.

(b) **Ownership; Encumbrance; Replacement.** As between EVC and Subscriber, EVC will exclusively own and retain all right, title, and interest, including all Intellectual Property Rights, in and to all EVSE. Subscriber acknowledges that the Subscribed EVSE may be owned by a third-party ("**Third-Party Owner**"). Subscriber understands and acknowledges that any Third-Party Owner will have no obligations to undertake any of the services described in this SOW, and Subscriber will look solely to EVC in connection therewith. Subscriber will not create,

incur, permit, or allow to exist any lien, mortgage, pledge, security interest, encumbrance, or other claim of any nature on or with respect to any EVSE or any interest therein, and Subscriber will immediately notify EVC if any of the foregoing occurs or Subscriber has reason to believe will occur. EVC may make such filings under the Uniform Commercial Code with respect to EVSE as it deems necessary in its sole discretion. EVC and any Third-Party Owner may, at any time, replace installed Subscribed EVSEs with substantially similar EVSEs by providing Subscriber with at least thirty (30) days prior written notice of such intention.

(c) **Maintenance.** EVC will maintain and repair all Subscribed EVSE in accordance with the EV Shield Service Level Agreement attached as Exhibit A to the Agreement.

(d) **Representations, Warranties, and Covenants.** Subscriber will use all Subscribed EVSE in compliance with this Agreement, Legal Requirements, and any published policies of the applicable EVSE manufacturer, and EVC may suspend or permanently terminate any use of Subscribed EVSE in violation of this sentence. Subscriber will permit EVC (or its contractors) or any applicable Third-Party Owner to enter Subscriber's premises, and otherwise cooperate with EVC (or such contractors) or any applicable Third-Party Owner, in connection with the removal of EVSE from Subscriber's premises in accordance with this SOW. Subscriber will not remove or relocate any EVSE from the premises on which it was originally installed without EVC's prior written consent. If EVC agrees to permit Subscriber to relocate any EVSE, Subscriber will pay for all relocation costs. Subscriber represents and warrants that it has the authority to (a) permit access to and alteration of its premises in connection with the installation, maintenance, and removal of EVSEs and (b) utilize, without restriction, the electricity connected to the Subscribed EVSEs. Subscriber will bear the risk of loss regarding EVSE, including theft or destruction, while the EVSE is within Subscriber's or any Subscriber Affiliate's possession or control.

(e) **Insurance.** During the SOW Term, Subscriber will maintain, at Subscriber's expense, a commercial general liability insurance policy ("**CGL Policy**"). The CGL Policy will (i) be provided by an insurance company licensed to do business in the United States with a minimum A.M. Best rating of A and Financial Size Category X or greater and (ii) provide for minimum limits per occurrence of \$1,000,000 and in the aggregate \$2,000,000 for bodily injury and death and \$1,000,000 for property damage. Subscriber agrees to name and cover EVC as an additional insured under such CGL Policy. On or before the Effective Date, Subscriber will deliver to EVC a certificate of insurance evidencing such CGL Policy. Such CGL Policy will be primary over any and all other collectible insurance. Such CGL Policy will provide that coverage will not be terminated or changed without at least 30 days prior written notice to EVC. Subscriber will cause a copy of all CGL Policy renewals to be provided to EVC within thirty (30) days after the effectiveness of such renewal.

6. Related Services. EVC will provide the following services to Subscriber: (i) assessment of the site where EVSE will be installed, (ii) site preparation/make ready infrastructure to ensure that the electric infrastructure necessary for EVSE installation is in place (provided Subscriber has agreed to pay a separate fee for such service in the compensation table set forth in Section 7(b) below), (iii) procurement of the EVSE, (iv) installation and commissioning of EVSE (including the integration of EVSE with the EVC Service), (v) helping Subscriber set up and configure the EVC Service according to EVC's standard specifications, (vi) provide Subscriber with up to ten (10) hours of product and functionality training with respect to the EVC Service during setup, and (vii) removal of EVSE from the site in accordance with this SOW.

7. Other Compensation.

a. **Session Fees.** Subscriber will have the sole authority to determine and set the Session Fees for each Charging Session, and such Session Fees will always include all applicable Taxes and Regulatory Charges. EVC will collect all Session Fees. EVC will remit such Session Fees to Subscriber within thirty (30) days after the end of the calendar quarter in which such Session Fees were collected by EVC, after deducting the applicable "Driver Transaction Fees" (as described in Section 7(b) below) and any applicable Taxes and Regulatory Charges. Subscriber is responsible for the payment of all Taxes and Regulatory Charges; provided, however, that EVC will be responsible, on behalf of Subscriber, for the collection and remittance of all Taxes and Regulatory Charges to the appropriate taxing or regulatory authorities, when/if such Taxes and/or Regulatory Charges are imposed.

b. **Other Fees.** Subscriber will pay EVC a "**Driver Transaction Fee**" equal to 4% of each total Session Fee plus \$0.25 per Charging Session. EVC may retain such Driver Transaction Fee from each Charging Session. Subscriber will also pay EVC any other Fees described in any applicable Sales Order. After the Initial SOW Term, each of the Fees described in this paragraph will be increased by three percent (3%) in each Renewal SOW Term, on a compounded basis.

c. Credits. As between EVC and Subscriber, EVC will be entitled to any and all grants, credits, rebates, refunds, or other intangible benefits or incentives resulting from Subscriber's installation or operation of any EVSEs or the EVC Service (collectively, "**Credits**").

d. Expenses. All Expenses will require Subscriber's prior written approval. Subscriber will reimburse EVC for all Expenses on a monthly basis. EVC will provide Subscriber with supporting documentation for Expenses upon request.

Failure to Pay. If Subscriber fails to pay any of the Fees set forth in this Exhibit B in accordance with this Exhibit B, EVC may suspend Subscriber's use of the EVC Service until all delinquent Fees have been paid in full by Subscriber. If Subscriber fully cures such delinquency and wishes to reactivate the EVC Service, Subscriber will pay EVC \$250 to reactivate the EVC Service. If Subscriber fails to pay any EV CaaS Subscription Fee within sixty (60) days after it becomes due, EVC may remove the applicable Subscribed EVSE from the Subscriber's premises.



MOTION

SUBJECT: EV Connect

I move to approve the EV Connect Online Master Services Agreement and authorize the Administrative Services Director to sign and submit the agreement through the online portal.

----- Forwarded message -----

From: **Rep Mannix** <Rep.KevinMannix@oregonlegislature.gov>

Date: Tue, Sep 26, 2023 at 11:15 AM

Subject: Museums in your county

To: stevek@co.wasco.or.us <stevek@co.wasco.or.us>

Dear Commissioner Chair,

I hope this letter finds you well. As Oregon State Representatives, we are committed to supporting our local communities and ensuring that our cultural and historical institutions thrive. To this end, we are reaching out to request your assistance in identifying existing nonprofit projects in your county that involve museums, with a primary focus on history and education, and a secondary emphasis on art and culture.

Our goal is to compile a comprehensive list of such projects in our counties. This information will be helpful in assessing the potential need for financial assistance and grants from the state to help these local museums update their facilities and run educational programs effectively.

To facilitate this process, we ask that you provide a suggested list of nonprofit museum projects in your county. Please have these museums provide the following details for each project:

1. Name of the group
2. Project description (including the museum's focus on history, education, art, or culture)
3. Current financial situation
4. Any specific needs or initiatives which would benefit from state support
5. Contact information for the project lead

Please forward this information to Kevin Mannix at rep.kevinmannix@oregonlegislature.gov by October 23rd, 2023.

Your cooperation in this matter is greatly appreciated and will contribute to our collective efforts to enhance the cultural and historical fabric of your county. If you have any questions or require further clarification, please do not hesitate to reach out to us.

Thank you.