



AGENDA: REGULAR SESSION

WEDNESDAY, JULY 19, 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.

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| 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: Youth Services Juvenile Crime Prevention Agreement ; MHEA Appointment (Items of general Commission discussion, not otherwise listed on the Agenda) Consent Agenda: 7.5.2023 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. | Planning: <ul style="list-style-type: none">Natural Hazard Planner Grant – Kelly Howsley-Glover/Kristin Dodd/Simone Codery-CutterODOE Amendment – Kelly Howsley-GloverCoyote Ridge Restriction Relocation – Kelly Howsley-GloverHousing Grant – Kelly Howsley-Glover |
| 10:15 a.m. | Gorge Regional Transit Strategy – Kathy Fitzpatrick |
| 10:45 a.m. | Columbia River Gorge Commission Appointment |
| | COMMISSION CALL |
| | NEW/OLD BUSINESS |
| | ADJOURN |

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



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JULY 19, 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.

Changes to the Agenda:

- Canyon Vibrations Outdoor Mass Gathering Application waiver request

Discussion Item – Youth Services Juvenile Crime Prevention IGA

Youth Services Director Molly Rogers explained that this is the IGA that funds basic services for Wasco County's juvenile program. She stated that this program has been in place for 28 years; we use the funds to offset expenses at NORCOR.

{{Vice Chair Hege moved to approve Intergovernmental Agreement 15063 for Juvenile Crime Prevention Basic Services. Commissioner Brady seconded the motion which passed unanimously.}}

Discussion Item – Mt. Hood Economic Alliance Appointment

Chair Kramer said that at June 21st session the Board added steps to the appointment process due to the nature of the appointment. He asked if it is the intention of the Board to apply that extended process to all appointments or to return to the normal practice for making appointments. He pointed out that the Board makes hundreds of appointments and he would not be in favor of extending the process for all appointments.

Commissioner Brady said that he appreciates the steps the Board has taken to identify criteria before looking at the Gorge Commission applications. Those criteria can definitely be prioritized. He said that there are some Boards to which

we appoint that provide recommendations for appointments which is appropriate since they are more familiar with their goals and culture. However, the Columbia River Gorge Commission is different in that we are asking that appointee to operate from our perspective. He said that he thinks we can delineate that to apply this process as in this case the Board is using its maximum authority.

Vice-Chair Hege said that he thinks that way the Board typically does appointments is fine, but for the Columbia River Gorge Commission, it makes sense to take the extra time.

Chair Kramer said Mt. Hood Economic Development Alliance operates through a 3-County Intergovernmental Agreement as a third-party lender with an annual budget of \$700,000. The Alliance is lacking one representative from Wasco County. Kristin Talamantez has applied and been vetted through Mid-Columbia Economic Development District (MCEDD).

Vice-Chair Hege asked if we have 2 or 3 representatives on the Alliance. Chair Kramer replied that we have 3 representatives as does Hood River County; Clackamas County has 6 representatives.

{{Vice-Chair Hege moved to approve Order 23-048 appointing Kristin Talamantez to the Mt. Hood Economic Alliance. Commissioner Brady seconded the motion which passed unanimously.}}

Consent Agenda – 7.5.2023 Regular Session Minutes

{{Vice-Chair Hege 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

Vice-Chair Hege said last week they had the first Wasco County Investment Committee meeting since the pandemic. Interest rates have been so low, investments did not make more than they would leaving the money in the Local Government Investment Pool (LGIP). He said that the Committee is composed of a Commissioner, a citizen, the Finance Director and the County Treasurer. He explained that investments in the LGIP are completely liquid whereas other investments have terms which lock investments for specific periods of time. He

reported that short term investments are currently paying higher interest rates than long-term investments. The longest term investment we currently have is just over 2 years. While the LGIP is paying 4%, there is a cap on the amount we can invest. He said that our Finance Director gets information from investment companies to help the committee make decisions. He added that one thing that comes up regularly is a reserve policy; the committee is going to prioritize that at the next meeting. Vice-Chair Hege

Commissioner Brady asked if these are just Wasco County funds being invested. Vice-Chair Hege responded affirmatively. He explained that it can be confusing to the public because we collect the taxes for all the taxing districts in the County and then disburse those funds out to the individual taxing districts. Those funds are not part of our investment program.

Commissioner Brady reported that the Mid-Columbia Housing Authority received a grant that will allow them to move forward on the Rand Road project in Hood River. He said they had submitted for this last year and were not selected; however, they were selected this year. He said that the Housing District also put in an application for a project on Chenoweth Road in The Dalles at the old West Gate Market location. If funded, that project would provide permanent low-income housing.

Commissioner Brady stated that there have been ongoing discussions at the Health District and he thinks it would be appropriate to schedule a work session to discuss the possibility of taking Public Health back into the County structure.

Commissioner Brady said that he has been attending Community Renewable Energy Association (CREA) meetings; electric cars are coming and we will need more charging stations. He added that hydrogen energy is also coming our way and we should encourage that. Batteries are not practical for heavy equipment, but hydrogen energy can do that. He said he had an opportunity to ride on an electric tractor and it was interesting – it is intentionally noisy to alert people that it is nearby when running and it rides like a tractor.

Chair Kramer said that at yesterday's Wy'East meeting they discussed the electric tractor. He noted that it is only one of two; the other is in New Zealand. Further discussion ensued around the new technology. Chair Kramer added that Wy'East has brought on a RARE student; he said he will ask Wy'East to come in to update the Board.

Chair Kramer said that planning for the Fair is going well.

Agenda Item – Planning

NATURAL HAZARD PLANNER GRANT

Planning Director Kelly Howsley-Glover introduced Unit Forester Kristin Dodd and Chris Sutton from the Office of the State Fire Marshall to talk about a grant application to support a Wildfire Planner at Wasco County.

Oregon Department of Forestry Unit Forester Kristin Dodd said that they are here to request that Wasco County take the lead on the application for the Community Wildfire Defense Grant and serve as the fiscal agent. She said the application must be submitted by the end of October. She explained that the application requests funding for a county wildfire coordinator. This has been identified as a need for over 20 years, but we have been unable to find the funding. She stated that the benefit is that, at the higher county level, the Coordinator can work under the Planning Department umbrella to help them with collaboration and coordination in planning and mitigation. She said fire is in our backyard and becoming more prevalent. This is a 5-year funding grant. The proposal they have been working on is intended to fund the Coordinator for 5 years and request funding for on-the-ground treatment, public outreach, education, a mapping tool, and strategizing. There is a strong foundation in Wasco County among the partners. This part of the state has a bullseye on it as we are at high risk for fires; Mt. Hood National Forest is high risk. We need to be able to be strategic, plan ahead, and coordinate. This position will help with that; the partners are very excited about the prospect. At this point, the funding request is for \$2 million. Last year 417 applications were submitted; only 95 were awarded. Of the 417 submitted applications, 29 were from Oregon with 10 of those being among those awarded. She noted that there is match associated with the grant; however, Wasco County is exempt.

Commissioner Brady observed there are a lot of agencies involved in fire suppression and planning. He asked if this will connect to the state mapping process. Ms. Dodd replied that they will look at other sources and products so as not to repeat work; however, the mapping we will need should be at the granular level locally. Commissioner Brady said that having someone local for the citizens will be helpful.

Vice-Chair Hege commented that this is federal money being requested. He asked what the State's role will be in the project. Mr. Sutton answered that the Fire Marshall does not have a role other than in helping to build the coalition. Ms. Dodd added that it will be up to the partners to put the treatment on the ground. The Fire Marshall helps support the fire districts. Ms. Howsley-Glover stated that the State has helped us with our wildfire plan and will help with the implementation.

Vice-Chair Hege asked why Wasco County is exempt from the match requirement. Ms. Dodd replied that the federal government recognizes the limiting factor the match places on small rural counties.

Vice-Chair Hege pointed out that some of this grant includes fire fuel reduction work. He asked if that will help us attract more funding for that work. Ms. Dodd said she thinks it will; they continue to leverage the work that has been done to do more work. Mr. Sutton added that a lot of funding opportunities are linked to having a valid plan that is being executed as it is proof of commitment.

Vice-Chair Hege commented that fire is such a real thing in Wasco County – even in our more urban areas. He said he very much appreciates the help and support of the state agencies.

Chair Kramer said he thinks this is great work. He reported that the Forest Collaborative has received a second grant which is unheard of; they plan to apply for a third grant.

*****The Board was in consensus to send a letter of support for the Natural Hazard Planner Grant application.*****

OREGON DEPARTMENT OF ENERGY AMENDMENT

Ms. Howsley-Glover explained that this amendment extends the term of the IGA through June of 2025. The IGA is for the collaboration between ODOE and Wasco County to perform services related to the review of Energy Siting Council project-related documents and to identify the procedures related to authorizing work, invoicing and payment. She said we currently have 2 projects in the hopper and have received an alert for another Bakeoven project. She said when staff works on these projects, we are able to bill at the rate listed in our fee schedule.

{{{Commissioner Brady moved to approve Amendment 2 to the Oregon Department of Energy Intergovernmental Agreement 19033-002. Vice-Chair Hege seconded the motion which passed unanimously.}}}

COYOTE RIDGE RESTRICTION RELOCATION

Ms. Howsley-Glover reviewed the memo included in the Board Packet.

Commissioner Brady asked for a language clarification. Ms. Howsley-Glover explained that the language is to prevent people from driving through a certain area of the property.

Vice-Chair Hege asked why they would not want 2 points of access. Ms. Howsley-Glover replied that she does not know specifically, but assumes it is mostly an aesthetic decision.

{{{Vice-Chair Hege moved to authorize the Commission Chair to execute documents approving the termination of the 10 foot wide planting screen and non-vehicle access restriction from the eastern property line of lots 4 & 5 along Church Avenue and relocating said restriction to the western property line along St. Charles Avenue in the Coyote Ridge subdivision. Commissioner Brady seconded the motion which passed unanimously.}}}

HOUSING GRANT

Ms. Howsley-Glover reviewed the memo included in the Board Packet. She said they are already working on an update to our buildable lands which is really more for the urban areas; however, this will be similar and will be a model that other counties can use.

Commissioner Brady said he appreciates the forward-looking process and the Planning staff's diligence in pursuing legislation. He noted that the plan is to bring this back to the Board in 2025. He asked if we will continue to operate under our current regulations until that time. Ms. Howsley-Glover replied affirmatively. Commissioner Brady commented that the analysis of housing needs will be most useful.

*****The Board was in consensus to provide a letter of support for the Department of Land Use and Development Grant application to support**

housing related revisions to the Comprehensive Plan.***

DEPARTMENT REPORT – COUNTY CLERK

County Clerk Lisa Gambee said they completed the May Special District election. She stated they are having additional security cameras installed where ballots are likely to be stored. She reported that the State is in the middle of revising the Oregon Central Voter Registration (OCVR) database which will be renamed Oregon Voter Information System (ORVIS). This is a major project and staff is training to be ready. Timing is an issue – we may have a November election for a bond issue.

Ms. Gambee reported that the legislative session had a number of election bills. Although well-intentioned, some will make it very challenging for Clerks to run an election. The bill on rank choice voting was opposed by the Clerk's Association and will go to the voters in November of 2024. She said that, although great in concept, the system creates issues around security and chain of custody.

Commissioner Brady noted that Multnomah County will be implementing rank choice voting and asked if that will happen ahead of the November 2024 vote. Ms. Gambee responded that it will be parallel; the City of Portland voted to have rank choice voting which forces the County into implementation. If the bill passes, full implementation throughout the state would not be until January of 2028.

Ms. Gambee said we are still involved in an election lawsuit that continues to wend its way through the court system. She said that the best she can do with those who have listened to misinformation is to show them the process. She reported that when she does that, the response she gets is that we are doing it right but not anybody else. She said she believes the system of rank choice voting will likely increase the lack of trust.

Chair Kramer recessed the Session at 10:12 a.m.

The Session reconvened at 10:19 a.m.

Agenda Item – Gorge Transit Strategy

MCEDD Mobility Manager Kathy Fitzpatrick reviewed the materials included in the Board Packet. She said that in 2011 we had only one fixed route. From 2016

until now, there have been a lot of changes as evidenced by the maps included in the packet. She related a number of anecdotal instances to illustrate how the enhanced transit system is improving the lives of our citizens.

Ms. Fitzpatrick observed that we are unique in our collaboration with other counties to put this together. She reported that they had 150 participants in the advisory group, representing local, state and federal agencies as well as cities, educators, health care, and tribal representatives among others.

Ms. Fitzpatrick said they started with “why” and heard about workforce mobility, housing challenges, access to health care, aging rural populations, independence, freedom of choice, traffic congestion, parking limitations, climate concerns, and the impact of 2.5 million visitors a year to the Gorge. In Phase 1 they looked at visioning and setting goals. Phase 2 was implementation strategies for which they called in Kittelson and Associates to consult.

Moving forward they will continue to evaluate the areas of operations, governance and financial support. Operations is the nuts and bolts of running the transit system. Governance will determine what coordination looks like. Financial support will look at how to do more with what we have and how to increase revenue streams for sustainability.

Ms. Fitzpatrick concluded by saying that public transportation is a fundamental part of our regional community.

Commissioner Brady said he appreciates the coordination of the stakeholders and the regional model that brings us together. He stated that the Senior Center has trainings for using public transit. Ms. Fitzpatrick said that MCEDD has a wonderful transit trainer that goes out into the community. She reported that they just received a grant to hire one for the Washington side.

Commissioner Brady asked if it will be reasonable to have a regional transit authority. Ms. Fitzpatrick replied that it will be years away if at all. The first step will be to get everyone together to talk about regional transportation. They may determine that the Transportation Advisory Board is enough. She said it would be nice to have our elected officials involved; these conversations are important.

Vice-Chair Hege asked how they can make the transit system sustainable financially. Ms. Fitzpatrick responded that in 2017, Oregon passed House Bill

2017 which provided a sustainable funding stream. That meant that, on the Oregon side, we were able to increase our fixed route services significantly. She said they have launched into public transit education and ridership has grown. She noted that dial-a-ride is very expensive; everyone is trying to go to a fixed route system. Sustainability will come with efficiency. She said that we are concerned about the needs of our community members and also want to make it an efficient system.

Vice-Chair Hege thanked Ms. Fitzpatrick for her work and passion. He said he can see the impact of the work being done. Chair Kramer agreed saying that it has come a long way.

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| Agenda Item – Columbia River Gorge Commission Appointment |
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Chair Kramer read a letter of support for Elaine Albrich's appointment which was received this morning from the Mayor of The Dalles (attached). In addition, comments have been submitted from Sheila Dooley and the Port of the Dalles (attached). He said that the process for this appointment discussion would be to hear from applicants and staff, then enter into discussion, and make a decision. Noting that Ms. Albrich is the only applicant present, he asked if she wished to speak.

Ms. Albrich thanked the Board for this opportunity and said that she hopes her supplemental submissions included in the Board packet have answered the questions raised at the last discussion of this appointment.

Vice-Chair Hege noted that there have been some comments related to her residency. He asked if she could address that. Ms. Albrich said that they bought a piece of property last year which was financed as a second home. It was a bank-owned home and needed work before they could use it as their primary residence. She said they are transitioning to reside in Dufur and will be refinancing it as the primary residence as soon as the lending rates go down.

Commissioner Brady said that he knows that Mr. Peters was too busy at the Housing Authority to attend this morning and Mr. Ballinger is camping. He made the following comments regarding the appointment:

I appreciate the attention that the community has given to this matter and the patience which my fellow commissioners, the staff and the candidates have shown. Major appointments are the decisions wherein we are exercising our

power to the greatest extent to influence the policy and culture of another entity, in this case, the Gorge Commission. So this is a moment when the public should be watching carefully what we do and we should be explaining clearly the reasons for our actions.

I also appreciate the exercise done by my fellow commissioners to identify our criteria prior to selection. It is important to decide what one is looking for before starting to look. Otherwise, attractive candidates have the same fixating effect as bright shiny objects.

A third appreciation I have is for the extra time that tabling this decision gave the applicants to better express themselves via the more thorough application and for me to talk with the personal references offered by the candidates. I will return to this issue because the perception of Elaine Albrich that the public would reasonably have taken away from the last meeting was incorrect and misleading.

One of the criteria that we commissioners agree on is representing Wasco County citizens through the County Commissioners. And under this criteria, I want to address the contentious issue of residency. There are two senses of representation at work here. One sense is to carry out the policies espoused by the Board of County Commissioners. All the applicants agree that they will keep in close consultation with us.

Another sense is the democratic principle that the authority of government comes from the consent of the governed. So residency does matter because the residents of Wasco County will not trust the authority of the Gorge Commission unless they know and trust the person who is representing them. '

Rather than delve into a technical analysis of what constitutes residency, I will weigh this criteria in degrees, from minimal residency to knowing our community well and being well known.

Please allow me to justify this by an analogy to baptism.

According to the catechism that I was taught as a boy, there was a long time when Catholics believed that a person had to be baptized in order to get into heaven. Now any institution as old and large as the Catholic Church would have to allow some exceptions sometimes. So I was taught there are three types of baptism. Baptism by water is the usual way. Baptism by blood happens in situations such as a soldier dying on a battlefield and making peace with God

before it is too late. And then there is baptism by desire which applied to lots of people who really wanted to be baptized but died while waiting for a priest to make his yearly trek through their community.

Returning to the matter at hand, I say that Elaine Albrich should not be excluded on the basis of residency because she has shown a desire to reside in Dufur but at the same time, this constitutes a low degree of residency. The other candidates, Mike Ballinger and Dave Peters have high degrees of residency. It's not just amount of time in the community, but insertion in the basic elements of business, church, cultural events and if you want to quantify it, how many local people are in one's contacts file.

All three applicants are qualified in regard to being able to deal with complex and often conflicting issues. Yet, the background of the candidates gives us a diversity of talents and trainings to select from. Mike brings a small business perspective. Dave has experience in planning and fire response. Elaine has technical knowledge of land use law and environmental science. Her expertise is so deep that she could be better placed as a staff member doing the precision work of writing policy than a Board Member navigating the political ramifications of decisions.

The criteria of communication skills also has two aspects. Two the applicants display the difference clearly. Ms. Albrich has technical communication skills as shown in her legal work. Mike Ballinger has plain language communication skills as shown in his weekly column in our local paper.

Another criteria we identified is negotiation and at the heart of negotiation is compromise. And in this vein, I also want to call out another criteria of holding "middle ground" environmental values relative to the citizens of Wasco County. I mentioned at the outset that our appointment affects the culture of the Gorge Commission. So in the abstract, it is important to avoid appointing people to the Gorge Commission that will stymie the ability of the commission negotiate and compromise due to polarization caused by overly strident members.

I admit it is very difficult to define what a middle ground is, but I offer that our prior Gorge Commissioners, Jim Foster and Rodger Nichols were examples. With great confidence, I know that I am not an example of middle ground. And just to be clear, I wouldn't disqualify myself, but I would rate myself low in terms of being middle ground. I consider Dave Peters to be an example of middle

ground and Mike Ballinger as well. From my own personal experience and that of others, Mike is not so much an environmentalist as a naturalist; meaning that he encourages people to engage with nature and appreciate nature so deeply and personally that we are willing to defend it.

At this point, I ask my fellow commissioners and the public to listen with an open mind because the description of Elaine Albrich's environmental values made our meeting a month ago did not cohere to my personal impression gained from interviewing her. Thanks to our decision to table this matter, the applicants were given a more thorough application in which to describe themselves, and I took advantage of the time to interview references for each.

The testimony we heard last week was based on facts that portrayed Ms. Albrich as overly zealous in challenging the integrity of the Scenic Area with regard to issues such as Urban Growth Boundaries and the siting of renewable energy installations. In total contrast, I heard from half a dozen people that she holds strong environmentalist values having studied environmental science and served on several committees related to climate and ESG. Jim Foster, an attorney whom I mentioned earlier, helped me resolve this disparity by telling me that is a very common mistake for people to judge the values and character of lawyers based on the arguments and positions that they have taken for their clients. I ask us to make this distinction as well. Last month we heard about her legal work. Her personal values are something else.

While it is natural to imagine that Ms. Albrich will carry baggage due to her legal work, my assessment of her personal activity is more of an environmentalist than myself. She is active in policy writing related to agrivoltaics, Renewable Forests, and wind energy siting. These are all efforts I personally support. You can criticize me at this moment for being overly rigid, but while I admire her environmental stances, for the same reason, it causes me to rate her lower on the criteria of "middle ground."

It takes some effort to weigh multiple criteria and come to a single conclusion. As I weigh all the above, my first choice is Mike Ballinger based on representation, residency, communication, middle ground, and his inspirational naturalism. Elaine Aldrich is my second choice due to lower degrees of residency and middle ground. Dave Peters has served our community with compassion and competence in the areas of housing and fire and rescue but has not had as much experience in Gorge related issues.

Mr. Stone said he agrees with a lot of what Commissioner Brady just said; we have three decent candidates. He stated that there are already a lot of residency issues with the current CRGC board so that does not weigh on him when evaluating the candidates. He said that CRGC is a policy and regulatory agency; our representative needs to be well-versed in that and we have one candidate that leads the pack in that area. He said that all 3 candidates are willing to move the goals of the Wasco County Commissioners forward, but Ms. Albrich has extra experience having spent many hours attending CRGC meetings. That learning curve would be steep for the other candidates.

Chair Kramer explained that the staff he has asked to speak today are those who have spent a lot of time attending CRGC meetings.

Ms. Howsley-Glover said that one of the things she has observed over the years is how exceptional Commissioner Ingalls was at being the voice of reason. He asked intelligent questions that helped the group work toward collaboration. She said there are issues facing the CRGC including lawsuits. Most of the County's appeals come in with respect to the National Scenic Area. There are energy issues that are complex and involve a lot of stakeholders including the local tribes. Ms. Albrich's experience will be very useful. She said she has had an opportunity to hear Ms. Albrich speak; she is articulate and speaks in plain language. She added that if Mr. Peters and Mr. Ballinger are not selected, she would welcome their applications to serve as alternates on the Wasco County Planning Commission which is a great on-ramp to understanding the issues.

County Counsel Kristen Campbell said that she has reviewed the applications carefully and has no concerns about the applications or our process.

Vice-Chair Hege thanked Rodger Nichols for his years of service as Wasco County's representative on the Columbia River Gorge Commission. He said this is a difficult decision – we ask for volunteers and they put themselves out there. He said he appreciates them all; they are all good candidates. He said he also appreciated the extra time the Board is taking to make this decision. He stated that the process of writing down his criteria helped him crystalize the goals. He commented that he appreciates the information he has received from the community. He said the issue of long-term residency has some validity for some positions but not necessarily this one. He stated that for him the issue of economic development is the key issue; protecting the gorge is already happening in robust ways. The contention is how the Gorge Commission helps

communities survive and prosper. Our representative needs to have a deep understanding of the Act and the history of the Gorge Commission; understanding of the law is a critical component; experience in regulatory environments is essential; and actual and direct exposure with the Gorge Commission and attendance of their meetings.

Commissioner Hege said when he thinks about the most important issues facing our community with respect to the Gorge Commission, the Urban Growth Boundary (UGB) issue is far and away the biggest issue facing the communities located within the National Scenic Area. He has personally been working on this issue since the first Management Plan was under development in 1991 and others have put untold hours into trying to get a reasonable method for allowing the urban areas within the NSA to expand over time. He believes this has been one of the most contentious issues at the Gorge Commission and it really does not need to be that way. The Act allows for changes and expansion of the urban areas, but the current rules are so stringent that growth is almost nonexistent. Because of the significant constraints on our UGB, the existing property is scarce which impacts everything from housing to business development, jobs, and tax base. We must have the ability to grow our communities over time.

Related to the UGB issue, the goal for the communities in the Gorge is to have thriving economies that provide economic support and opportunity to our citizens. The Gorge Commission seems fearful of allowing the urban areas in the Gorge to grow and prosper, seeing growth as a threat to the Scenic Area. He believes quite the opposite and knows that the Scenic Area will only be a success if the communities thrive economically and not just low wage service jobs, but family wage jobs that will fully support and allow our families to truly prosper and not just survive. He said that is his goal for all communities in our County. The National Scenic Area should not be a damper on that possibility!

Vice-Chair Hege went on to say that he appreciates the input from our partners, both of whom have recommended Ms. Albrich. He said he appreciates input from staff. He said he also saw input from the Gorge Commission staff. While they do not make a recommendation, they have appreciated working with Ms. Albrich and would look forward to working with her on the Commission. He said having land use people on the Commission makes it easier. He said he appreciates all who applied.

Chair Kramer said it is a pleasure to go last as his colleagues have already said it

all. He said he appreciates all of the work that has gone into this and those who have applied. Unfortunately, the Gorge Commission has gotten very political. This gives us an opportunity to pause and rethink how we can move forward, rebuild the relationship, and work together to prosper throughout the 6 counties that make up the Scenic Act. This pause may help create and set the stage for that.

Vice-Chair Hege agreed, saying that it is his hope that we can come together and move forward. He said his hope would be that whomever is appointed will work to build consensus rather than contention. He reported that he and Mr. Stone have been meeting a little more frequently with Friends of the Gorge to try to build consensus and rapport. He said he knows there will be many times when we do not agree but that does not mean we cannot agree to disagree and still move toward successes.

Chair Kramer said that Rudy Salakory, Conservation Director at Friends of the Gorge, has reached out to him and they will be meeting early in August to begin to build that relationship.

Commissioner Brady commented that he engaged with 7 people encouraging applications and only 2 applied; he appreciates all those who submitted applications. He said he also appreciates the opportunity to clarify the record.

{{{Chair Kramer moved to approve Order 23-043 appointing Elaine Albrich as Wasco County's representative on the Columbia River Gorge Commission. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Vice-Chair Hege said it would be helpful for Elaine to meet with our Planning Director for assistance in hearing from the community most impacted by the Management Plan. He said so many people who have to deal with those regulations aren't heard as much as they should be.

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| Commission Call |
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Vice-Chair Hege asked for an update on the courthouse elevator. Mr. Stone said that repairs on the elevator are complete and it has been inspected. A day or two after the work was completed, TKE presented us with a \$12,000 change order. In our process, we do not do the work until a change order has been approved. We did not agree to the change order or even have the opportunity to review it.

Because the change order has not been paid, TKE would not turn on the elevator. He said he has been in touch with the regional manager of TKE and they will release the elevator in the next day or two and engage in as process to come to a consensus on the change order.

Commissioner Brady reported that it has not been a good year for the cherry growers; the market has been depressed due to an influx of product from California to Canada. The big growers in our area are picking just for the sake of providing work for the migrant labor; we surpass others in terms of how we care for the workers which makes for a stable relationship. He said the growers association may be coming to us for support in terms of a declaration.

Chair Kramer asked if his colleagues had received communication from Kim Mead regarding the fire at White River Crossing. They said they had not. He issued a plea to the citizenry to send communication to all three Commissioners when reaching out so that all three have the same information.

Vice-Chair Hege asked if we should expect to hear from Canyon Vibrations. Ms. Howsley-Glover replied that she assumes they decided to keep their event under 500 which does not require a permit.

Chair Kramer adjourned the meeting at 11:45 a.m.

| |
|--------------------|
| Summary of Actions |
|--------------------|

MOTIONS

- **To approve Intergovernmental Agreement 15063 for Juvenile Crime Prevention Basic Services.**
- **To approve Order 23-048 appointing Kristin Talamantez to the Mt. Hood Economic Alliance.**
- **To approve the Consent Agenda – 7.5.2023 Regular Session Minutes.**
- **To approve Amendment 2 to the Oregon Department of Energy Intergovernmental Agreement 19033-002.**
- **To authorize the Commission Chair to execute documents approving the termination of the 10 foot wide planting screen and non-vehicle access restriction from the eastern property line of lots 4 & 5 along Church Avenue and relocating said restriction to the western property line along St. Charles Avenue in the Coyote Ridge subdivision.**
- **To approve Order 23-043 appointing Elaine Albrich as Wasco**

County's representative on the Columbia River Gorge Commission.

CONSENSUS

- **To send a letter of support for the Natural Hazard Planner Grant application.**
- **To provide a letter of support for the Department of Land Use and Development Grant application to support housing related revisions to the Comprehensive Plan**

Wasco County
Board of Commissioners



Steven D. Kramer, Commission Chair



Scott C. Hege, Vice-Chair



Philip L. Brady, County Commissioner



DISCUSSION LIST

[JCP BASIC SERVICES IGA](#) – Molly Rogers

[MT. HOOD ECONOMIC ALLIANCE APPOINTMENT](#) – Jessica Metta



DISCUSSION ITEM

JCP IGA

[JCP IGA 15063](#)

[MOTION LANGUAGE](#)

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Procurement Unit at (503) 373-7371.

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT
JUVENILE CRIME PREVENTION BASIC SERVICES**



Agreement #15063

This Juvenile Crime Prevention Basic Services Intergovernmental Agreement (the "Agreement") is between the State of Oregon acting by and through its **Oregon Youth Authority ("OYA" or "Agency")** and **Wasco County**, a political subdivision of the State of Oregon ("**County**").

WHEREAS, pursuant to ORS 190.110, ORS 420.017 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

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

AGREEMENT

- 1. Effective Date and Duration.** This Agreement shall become effective as of **July 1, 2023**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2025**.
- 2. Consideration.** The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$70,600.00**. Payments shall be in accordance with the requirements in Exhibit E.
- 3. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits

| | |
|-----------|--------------------------|
| Exhibit A | Definitions |
| Exhibit B | Terms and Conditions |
| Exhibit C | Program Requirements |
| Exhibit D | Provider Requirements |
| Exhibit E | Funding |
| Exhibit F | Service Tracking in JJIS |
| Exhibit G | Service Plan |

All exhibits by this reference are hereby made part of this Agreement. Exhibits A-F are attached; Exhibit G is not attached but will be on file with County and OYA.

The parties, by signature of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

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

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

YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.

By: _____ Date: _____

Title: _____

Mailing Address: _____

Facsimile: _____

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: _____ Date: _____

Name: Teri Bledsoe, Senior Contract Specialist

Mailing Address: 530 Center St. NE, Suite 500
Salem, Oregon 97301-3740

Facsimile: (503) 373-7921

Approved as to Legal Sufficiency by the **Attorney General's Office:** (Required if total amount owing under the Agreement, including amendments, exceeds or is likely to exceed \$150,000.00)

By: **Exempt per OAR 137-045-0050** Date: _____
Susan Amesbury, Assistant Attorney General

Reviewed and Approved by **OYA Agreement Administrator:**

By: **Template approved 06292023** Date: _____
Laura Ward

Reviewed by **OYA Procurement Specialist:**

By: _____ Date: _____
Riley Dunagan

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT A
DEFINITIONS**

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

1. **"Adjudicated youth"** has the meaning set forth in ORS 420.005 and includes "youth offenders" as that term is used in ORS 420.017 and 420.019.
2. **"Administrative Costs"** means Allowable Costs incurred by County or a Provider in administering implementation of the Service Plan, as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
3. **"Agreement"** means this Intergovernmental Agreement between OYA and County.
4. **"Allowable Costs"** means those costs that are reasonable and necessary for delivery of Services in implementation of the Service Plan as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
5. **"Claim"** has the meaning set forth in Section 15 of Exhibit B. As used in Exhibit D, "Claim" has the meaning set forth in Section 1 of Exhibit D.
6. **"Client"** means any individual who receives a Service.
7. **"Close Custody Facility"** for purposes of this Agreement means OYA Youth Correctional Facilities and OYA Transition Programs.
8. **"Community Programs"** means those services and sanctions operated or administered by OYA and provided to delinquent youth outside the Close Custody Facilities. These include, but are not limited to, residential youth programs, certified family resources, individualized services, and other programs developed in accordance with the Service Plan.
9. **"County"** has the meaning set forth in the first paragraph of this Agreement.
10. **"Diversion Services"** means services outlined in the Service Plan as defined under ORS 420.017 and 420.019 and OAR 416-410-0030. Diversion Services are community based and operated to divert commitment of youth from OYA Close Custody Facilities. Funds for Diversion are paid under a separate Agreement between OYA and the Central and Eastern Oregon Juvenile Justice Consortium.
11. **"Evaluation Costs"** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.
12. **"JCP Basic Services" or "Basic Services"** means services outlined in the Service Plan and provided under this Agreement for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for adjudicated youth.
13. **"JCP Basic Services Funds"** means funds provided under this Agreement for JCP Basic Services. JCP Basic Service Funds are part of the budget of the Oregon Youth Authority.
14. **"JJIS"** is the Juvenile Justice Information System administered by OYA under ORS 420A.223.
15. **"OYA"** means the Oregon Youth Authority.
16. **"Provider"** has the meaning set forth in Section 5 of Exhibit B.

17. **"Service"** means any service or group of related services delivered as part of Service Plan implementation.
18. **"Service Plan"** means the County's plan for 2023-2025 JCP Basic Services approved by OYA and developed in coordination with the Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference. The Service Plan includes, by funding source, high level outcomes, services to be provided, and a budgeted amount for each service. Until the Service Plan for 2023-2025 has been developed and approved as described above, the term "Service Plan" has the meaning set forth in Exhibit C, Section 3.
19. **"Supplanting"** means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.
20. **"Target Population for Basic Services"** means youths ages 10 to 17 years of age who have been referred to a County Juvenile Department and who can benefit from services of the County Juvenile Department, including but not limited to, detention, shelter care, treatment services, graduated sanctions, and aftercare, and who have more than one of the following risk factors:
- a. Antisocial behavior;
 - b. Poor family functioning or poor family support;
 - c. Failure in school;
 - d. Substance abuse problems; or
 - e. Negative peer association.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT B
TERMS AND CONDITIONS**

1. Payment and Recovery of Funds.

a. Payment Generally. Subject to the conditions precedent set forth below, OYA shall pay funds to the County as set forth in Exhibit E for performance of Services under this Agreement on an expense reimbursement basis.

b. Payment Requests and Notices. County shall send all payment requests and notices, unless otherwise specified in this Agreement, to OYA.

c. Conditions Precedent to Payment. OYA's obligation to pay funds to County under this Agreement is subject to satisfaction, with respect to each payment, of each of the following conditions precedent:

(i) OYA has received sufficient funding, appropriations and other expenditure authorizations to allow OYA, in the exercise of its reasonable administrative discretion, to make the payment.

(ii) No default as described in Section 7 of this Exhibit has occurred.

(iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of payment with the same effect as though made on the date of payment.

(iv) OYA has received a timely written quarterly expenditure report/payment request from County on a form designated by OYA. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA.

(v) OYA has received from County and approved the County's Service Plan for the 2023-2025 biennium and OYA has received from County any Service Plan amendments, as applicable, as described in Exhibit C, Section 5 on or prior to the date of the payment request.

(vi) The expenditure report/payment request is received no later than 60 days after the termination or expiration of this Agreement.

d. Recovery of Funds. If payments to County by OYA under this Agreement are made in error or are found by OYA to be excessive under the terms of this Agreement, OYA, after giving written notification to the County, shall enter into nonbinding discussions with County within 15 days of the written notification. If, after discussions, the parties agree that payments were made in error or found to be excessive, OYA may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by OYA to recover the amount of the overpayment. If, after discussions, the parties do not agree that payments were made in error or found to be excessive, the parties may agree to consider further appropriate dispute resolution processes, as provided in Section 29 of this Exhibit B. This Section 1.d. shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

(i) Subject to the debt limitations in Article XI, Section 10 of the Oregon Constitution, OYA's right to recover overpayments from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

(ii) If the exercise of the OYA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(iii) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with the OYA.

(iv) Nothing in this Section 1.d shall require County or OYA to act in violation of state or federal constitutions, statutes, regulations or rules.

(v) Nothing in this Section 1.d shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Representations and Warranties.

a. County represents and warrants as follows:

(i). **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii). **Due Authorization.** The making and performance by County of this Agreement (1) has been duly authorized by all necessary action by County and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

(iii). **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(iv). **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to OYA hereunder or in connection with this Agreement are true and accurate in all materials respects.

(v). **Services.** The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Plan.

b. OYA represents and warrants as follows:

(i). **Organization and Authority.** OYA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii). **Due Authorization.** The making and performance by OYA of this Agreement (1) has been duly authorized by all necessary action by OYA and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OYA is a party or by which OYA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OYA of this Agreement, other than approval by the Department of Justice if required by law.

(iii). Binding Obligation. This Agreement has been duly executed and delivered by OYA and constitutes a legal, valid and binding obligation of OYA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(iv). Accuracy of Information. The statements made in and the information provided in connection with any applications, requests or submissions to County hereunder or in connection with this Agreement are true and accurate in all materials respects.

c. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

3. Expenditure of Funds. County may expend the funds provided to County under this Agreement solely on Allowable Costs necessarily incurred in implementation of the Service Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

a. No more than 10% of the aggregate funds paid under this Agreement to County may be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers and subcontractors. This applies to all funds paid pursuant to this Agreement. County shall record Administrative Costs on forms provided by OYA.

b. County may expend Basic Services funds solely on Basic Services.

c. County may not expend and shall prohibit all Providers from expending on the delivery of any Service, any funds provided to County under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of that Service.

d. County may not use funds provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to July 1, 2023 or after the termination date of this Agreement.

e. County shall not use the funds provided to County under this Agreement to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth. County reductions to local funding do not constitute supplanting if the County reductions to local funding are taken proportionately across all County departments.

4. Expenditure Reports. County shall submit to OYA, on forms designated by OYA, a quarterly written detail expenditure report on the County's actual expenditures during the prior calendar quarter that are consistent with the Service Plan. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA. County shall retain copies of the expense documentation in accordance with Section 6 of this Exhibit B.

5. Provider Contracts. Except as otherwise expressly provided in the Service Plan, County may contract with a third person or entity (a "Provider") for delivery of a particular Service or portion thereof (a "Provider Contract") County may permit a Provider to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. The Provider Contract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Provider's performance under the Provider Contract, including but not limited to, all provisions of this Agreement that expressly require County to require Provider's compliance with respect thereto. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OYA upon request.

6. Records Maintenance, Access and Confidentiality.

a. County shall maintain, and require all Providers to maintain, all fiscal records relating to this Agreement and any Provider Contract, as applicable, in accordance with generally accepted accounting principles. In addition, County shall maintain, and require all Providers to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each Provider's performance. County acknowledges and agrees that OYA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of any audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

b. Unless otherwise required by law, the use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's Providers and their employees and agents of any information concerning a recipient of Services provided under the applicable Provider Contracts, for any purpose not directly connected with the administration of the County's or Provider's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its Providers to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of Client records.

c. OYA shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

d. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

7. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Service Plan;

b. Any representation, warranty or statement made by County herein or in any documents or reports made by County in connection herewith that are reasonably relied upon by OYA to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to

bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

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

8. OYA Default. OYA shall be in default under this Agreement upon the occurrence of any of the following events:

a. OYA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein: or

b. Any representation, warranty or statement made by OYA herein or in any documents or reports made by OYA in connection herewith that are reasonably relied upon by County to measure performance by OYA is untrue in any material respect when made.

9. Termination.

a. County Termination. County may terminate this Agreement in its entirety:

(i) For its convenience, upon 90 days advance written notice to OYA.

(ii) Upon 30 days advance written notice to OYA, if OYA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

(iii) Upon 45 days advance written notice to OYA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.

(iv) Immediately upon written notice to OYA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. OYA Termination. OYA may terminate this Agreement in its entirety:

(i) For its convenience, upon 90 days advance written notice to County.

(ii) Upon 45 days advance written notice to County, if OYA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of OYA's reasonable administrative discretion, to meet the payment obligations of OYA under this Agreement.

(iii) Immediately upon written notice to County if Oregon or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that the OYA does not have the authority to meet its obligations under this Agreement or no longer has the authority to provide the funds from the funding source it had planned to use.

(iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OYA may specify in the notice.

(v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service.

(vi) Immediately upon written notice to County, if OYA determines that County or any of its Providers have or may have endangered, or are or may be endangering the health or safety of a Client or others.

10. Effect of Termination

a. Entire Agreement. Upon termination of this Agreement in its entirety, OYA shall have no further obligation to pay funds to County under this Agreement, whether or not OYA has paid to County all funds described in Exhibit E. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.

b. Survival. Notwithstanding subsection (a) above, exercise of the termination rights in section 9 of this Exhibit B or expiration of this Agreement in accordance with its terms, shall not affect County's or OYA's obligations under this Agreement or OYA's or the County's right to enforce this Agreement against County or OYA in accordance with its terms, with respect to funds actually received by County under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 9 of this Exhibit B or expiration of this Agreement shall not affect either party's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, contribution obligations, indemnity obligations, governing law and consent to jurisdiction, assignments and successors in interest, Provider Contract obligations, Provider insurance obligations, ownership of intellectual property obligations, OYA's spending authority, the restrictions and limitations on County's expenditure of funds actually received by County hereunder, or OYA's right to recover from County, in accordance with the terms of this Agreement, any funds paid to County that are identified by OYA as an overpayment. If a termination right set forth in Section 9 of this Exhibit B is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

11. Unilateral Modification. If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement, in proportion to the increase or decrease in the appropriation or allotment, provided that OYA increases or decreases, in the same proportion, the funds awarded to all other counties under similar agreements, with the exception of JCP Prevention Funds awarded to minimum grant counties. In such circumstance, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement as a result of a reduction in appropriations or allotments. This Section 11 is not applicable to any funding change that requires a different or new service to be provided. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to

OYA Agreement #15063

Wasco County
JCP Basic Services

OYA for approval in a format and timeline prescribed by OYA. Such Service Plan shall be effective no sooner than the effective date of the funding change.

12. 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, electronic mail, or mailing the same, postage prepaid to County or OYA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be 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. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery to the recipient's e-mail system. Any communication or notice given by personal delivery shall be effective when actually delivered.

To Agency: Sandra Santos
Oregon Youth Authority
530 Center St. NE, Suite 500
Salem, Oregon 97301-3765
Voice: (503)-779-3938
Facsimile: (503) 373-7921
E-mail: sandra.santos@oya.oregon.gov

To County: Molly Rogers
Wasco County
202 E. 5th St.
The Dalles, Oregon 97058
Voice: (541) 506-2660x2
Facsimile: (541) 506-2661
E-Mail: mollyr@co.wasco.or.us

The supervising representatives of the parties for purposes of this Agreement are indicated above. Should a change in Agency's or County's representative become necessary, Agency or County will notify the other party of such a change in writing. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

13. 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.

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

15. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any

Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16. Compliance with Applicable Law. Both parties shall comply and County shall require all Providers to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, the parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; (x) all state laws requiring reporting of Client abuse and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. County shall require that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

17. Assignments, Successors in Interest.

a. County shall not assign, delegate, or transfer its interest in this Agreement without prior written approval of OYA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the OYA may deem necessary. No approval by the OYA of any assignment or transfer of interest shall be deemed to create any obligation of the OYA in addition to those set forth in the Agreement.

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

18. No Third Party Beneficiaries. OYA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that OYA and County's performance under this Agreement is solely for the benefit of OYA and the County to assist and enable OYA and the County to accomplish their respective missions. 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.

19. Integration and Waiver. This Agreement, including all of its Exhibits, 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. 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. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

20. Amendment. No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties except as provided in Section 11 of this Exhibit B and Sections 3.a and 5.d of Exhibit C, and in any event no such amendment, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

21. 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.

22. Construction. The provisions in this Agreement are the product of extensive negotiations between the State of Oregon and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

23. 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 party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligations under this Section with respect to the Third Party Claim.

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

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

24. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO SECTION 23 OF THIS EXHIBIT, 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.

25. Ownership of Intellectual Property.

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Wasco County
JCP Basic Services

a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 25.a(i) on the OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 25a(i).

b. If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA becomes the owner of any intellectual property created or delivered by County in connection with the Services, the OYA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law or otherwise requested by OYA.

26. Force Majeure. Neither OYA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes or war which is beyond the reasonable control of OYA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

27. HIPAA Compliance. To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), and the federal regulations implementing the Act, including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time (collectively referred to as HIPAA). County shall comply and require all Providers to comply with the following:

a. Privacy and Security Of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.

b. Consultation and Testing. If County reasonably believes that County's delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with OYA.

28. Criminal History Checks. The County shall ensure that any person having direct contact with OYA youth offenders under this Agreement has passed a criminal history check and meets OYA's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides unsupervised services under this Agreement.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards when having direct contact with OYA youth offenders under this Agreement. Any person that has failed a criminal history check as set forth in OAR 416-800-0000 to 416-800-0095 is prohibited from providing services under this Agreement to OYA youth offenders.

29. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT C
PROGRAM REQUIREMENTS**

1. Outcomes. County shall develop and implement its Service Plan for Juvenile Crime Prevention Basic Services with the goal of achieving the high level outcomes of reducing juvenile recidivism and equitable service delivery.

2. JCP Basic Services Target Population and Funded Services. County shall target its Basic Services to the Target Population for Basic Services.

a. JCP Basic Services Target Population are youths 10 to 17 years of age who have been referred to a County Juvenile Department and have more than one of the following risk factors:

- (i)** Antisocial behavior.
- (ii)** Poor family functioning or poor family support.
- (iii)** Failure in school.
- (iv)** Substance abuse problems.
- (v)** Negative peer associations.

b. JCP Basic Services funds provide primary County Juvenile Department services and sanctions that prevent the highest risk local youth offenders from re-offending in the community, including but not limited to, detention, shelter, treatment services, graduated sanctions, and aftercare.

3. Service Plans

a. Service Plan Submission. County shall submit a written JCP Basic Services Plan in a format and within the timeline prescribed by OYA. County and OYA shall work in good faith to modify the draft Service Plan so that it is acceptable to both parties and approved by OYA. Upon agreement, County shall implement Services according to the agreed-upon Service Plan. The Service Plan on file with OYA on the effective date of this Agreement is the Service Plan for the 2021-2023 biennium. Until the Service Plan for the 2023-2025 biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2021-2023 biennium shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2023-2025 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2021-2023 biennium and be incorporated into and be a part of this Agreement in accordance with Section 3 of this Agreement, without any further action on the part of the parties.

(i) The Service Plan shall include a budgeted amount for each service which will be the basis for the quarterly invoicing on OYA's prescribed format for Expenditure Reporting/Request For Payment as described in Exhibit B, Section 4.

(ii) All funded services must focus on supporting the high level outcome in Section 1 of this Exhibit C.

b. Service Plan Implementation. County shall implement, or through Providers shall require to be implemented, the JCP Basic Services portion of the Service Plan as developed in 3.a. of this Section.

c. Evidence-Based Services and Programs. County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness. County shall work with OYA to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit to OYA such reports on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by OYA.

d. Equitable Service Delivery. In order to ensure the programs and services that are funded under this Agreement are delivered equitably, and that they meet the state's goals and objectives for the provision of juvenile justice services, County shall provide OYA with the following:

(i) JCP Basic Narrative Plan report, once per biennium, by July 15, 2023. The Narrative Plan report shall be on an OYA provided template and shall include:

- An overview of County data in order to convey the demand on services at the County level, the youth populations that are at risk of coming to OYA;
- A description of the services that the County anticipates needing during the 2023-2025 biennium in order to address the needs of diverse youth in the County; and
- Additional County level information about what is historically working, what is not working, and where there may be gaps in local services.

(ii) A completed JCP assessment for youth with a Formal Accountability Agreement (FAA) or higher disposition, due 90 days pre-disposition or 30 days post-disposition.

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

5. Amendment to Service Plan

All amendments to the Service Plan shall be in a format prescribed by OYA. County must obtain OYA approval for an amendment that makes any significant change in the Service Plan. A significant change in the Service Plan includes but is not limited to any funding change in the categories of services outlined in the Service Plan. County shall follow the following requirements if it desires to change the Service Plan:

a. The Service Plan budget may be amended to change allocations between categories of services while staying within the not-to-exceed Grand Total listed in Exhibit E.

b. County shall submit to OYA for review and approval any change(s) to the Service Plan budget aggregating 10% or greater of the total original budget, counting the requested change and all previous changes to the Service Plan budget. Any such change(s) will not be effective without OYA's prior written approval.

c. County shall submit written notification to OYA for any change(s) to the Service Plan budget aggregating less than 10% of the total original budget, counting the requested change and all previous changes to the Service Plan budget. This notification shall contain the substance of the change(s) and will be reviewed by OYA.

d. All changes to the Service Plan budget which comply with Sections 5.a and 5.b, or that comply with Sections 5.a and 5.c, shall be on file with OYA and shall become a part of the Service Plan and this Agreement from the effective date of the budget amendment without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Service Plan budget amendment is the date the Service Plan budget amendment is approved or notification is received by OYA, as applicable.

6. Grievance System. During the term of this Agreement, County shall establish and operate a system through which Clients receiving Services, and the Clients' parents or guardians, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular Client, County shall advise the Client and the parents or guardian of the Client of the existence of this grievance system. County shall notify OYA of all unresolved grievances.

7. Reporting and Documentation

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Wasco County
JCP Basic Services

a. During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, as defined by JJIS policy, Exhibit F “Service Tracking in JJIS” as it may be from time to time amended, or by service extracts, for progress in achieving the high level outcomes. This also applies to providing information on funded services not tracked in JJIS.

b. In addition to the other reporting requirement of this Agreement, during the term of this Agreement, the County shall ensure that all OYA required data fields are entered into JJIS, unless a different process is approved by OYA.

c. If the County fails to meet any of the reporting requirements, OYA may conduct a performance review of the County’s efforts under the Service Plan in order to identify ways in which the Service Plan may be improved. If, upon review, OYA determines that there are reasonable grounds to believe that County is not in substantial compliance with the Service Plan or this Agreement, OYA may notify the County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any OYA right arising out of County’s default, as described in Exhibit B.

8. Youth Specific Reporting and Required Documentation

a. For all youth from County committed to OYA for community placement or placement in a Close Custody Facility during the term of this Agreement, the County must provide the following to OYA at the time of commitment:

(i) A reformation plan or case plan that has been approved by OYA. County shall ensure that the reformation plan or case plan accompanies the youth from the County at the time of commitment to OYA for community placement or placement in a Close Custody Facility.

(ii) Risk data derived from either a JCP Risk Screen tool or the OYA Risk/Needs Assessment tool.

(iii) Documentation of any mental health treatment;

(iv) Past and current prescribed psychotropic medication history;

(v) Past and existing suicidal ideation and behaviors;

(vi) All other information known to the County of behaviors that may be a risk of harm to youth offender or others;

(vii) Documentation of any medical information or developmental disability that might affect youth offender’s ability to participate in activities or treatment.

b. County shall enter all youth specific service data in JJIS that is required for tracking services under this Agreement.

9. Other Agreement Requirements.

a. At a minimum, the County shall ensure the following processes are available to support the Service Plan:

(i) Disposition of parole violations;

(ii) Community Programs;

(iii) Plan for providing detention back-up and back up to Community Programs;

(iv) A process for making Close Custody Facility placement and parole decisions in accordance with the Service Plan;

(v) Preliminary revocation hearings in the community to determine whether probable cause exists to believe parole has been violated and, if so, whether parole should be revoked or whether intermediate sanctions are appropriate. County shall provide the hearing report to the designated OYA representative immediately after the hearing concludes. County shall ensure that the hearings are conducted in accordance with OAR 416-300-0000 et seq. and other applicable state and federal law.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT D
PROVIDER REQUIREMENTS**

1. Indemnification by Providers

County shall take all reasonable steps to cause its Provider(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 County's Provider or any of the officers, agents, employees or subcontractors of the Provider ("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 Provider from and against any and all Claims.

2. Provider Insurance Requirements

A. GENERAL

County shall require its first tier Provider(s) 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 Providers perform under contracts between County and the Providers (the "Provider Contracts"), and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider 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 Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a Provider with which the County directly enters into a contract. It does not include a subcontractor with which the Provider enters into a contract.

If Provider maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement Exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Provider.

B. TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Provider, 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). Provider shall require and ensure that each of its subcontractors complies with these requirements. If Provider is a

subject employer, as defined in ORS 656.023, Provider shall also obtain employers' liability insurance coverage with limits not less than **\$500,000.00** each accident. If Provider is an employer subject to any other state's workers' compensation law, Provider 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 **\$500,000.00** and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Provider shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than **\$5,000,000.00** and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY

☒ **Required** ☐ **Not required**

Provider shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, 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 and not less than \$2,000,000.00 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE

☒ **Required** ☐ **Not required**

Provider shall provide Automobile Liability Insurance covering Provider's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

☒ **Required** ☐ **Not required**

Provider shall provide Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Provider and Provider's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim and not less than \$2,000,000.00 annual aggregate limit. If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Provider and Provider's subcontractors shall provide continuous claims made coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

☒ **Required** ☐ **Not required**

Provider shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the Agency covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Provider is responsible including but not limited to Provider and Provider's employees and volunteers. Policy endorsement's definition of an insured shall include the Provider, and the Provider's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$3,000,000.00 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Provider's primary and excess liability policies are exhausted.

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.

ADDITIONAL COVERAGE REQUIREMENTS

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

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under the Provider Contract 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 Provider's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION:

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

CONTINUOUS CLAIMS MADE COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Provider 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 this Agreement, for a minimum of 24 months following the later of:

- (i) Provider's completion and Agency's acceptance of all Services required under this Agreement, or
- (ii) Agency or Provider termination of this Agreement, or
- (iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE

County shall obtain from the Provider a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. 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 Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

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





**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT E
FUNDING**

| SERVICE | TOTAL |
|----------------|--------------|
| JCP BASIC | \$70,600.00 |

The amount indicated as the Total above represents the maximum amount that OYA may pay to County under this Agreement. This amount is not a firm, fixed amount unconditionally guaranteed to be provided to County, but is a not-to-exceed amount expected to be available for allowable payments to County for performing the Services set forth in the Plan and other provisions of this Agreement.

EXHIBIT F – SERVICE TRACKING IN JJIS

This Policy Statement “Service Tracking in JJIS” may be updated from time to time. County is responsible for checking OYA’s Public website at <http://www.jjis.state.or.us/policy/servicetracking.htm> for the most current version. Below is an example of the Policy Statement current as of the date of this Agreement. Any additional forms listed within the example can be accessed by accessing the website listed above and following the associated links.

| | | | | |
|--|--|--|------------|---|
|  | | Oregon Juvenile Justice Information System | |  |
| | | Policy Statement | |  |
| Service Tracking in JJIS | | | | |
| Approved:  Philip Cox, Co-Chair JJIS Steering Committee | | Effective Date: | 1/16/2013 | |
| | | JJIS Steering Committee Approval: | 12/19/2012 | |
| | | JJIS Policy & Standards Committee Approval: | 8/22/2012 | |
| | | Supersedes: | | |
| REFERENCE: | | | | |

| | |
|---------------------|--|
| PURPOSE: | <ul style="list-style-type: none">• To provide a standard for consistency in tracking services in JJIS;• To provide a threshold for a view of current juvenile justice practice;• To provide a foundation to compare trends in key service areas over time; and• To establish a foundation to develop capacity to measure results based on evidence |
| DEFINITIONS: | Services are classified in JJIS according to Program Type as described below. Services are organized activities or programs designed to hold youth accountable for behavior or provide treatment, skills and capacities to change behavior. |

| Program Type | Definition |
|------------------------|--|
| Accountability | Services designed to provide a consequence or an accountability experience for a youth. Examples include extended detention, community service, and restitution. Includes services designed to provide alternative service coordination for accountability experiences such as Sanction Court, Peer Court and Youth Court. |
| Competency Development | |
| Educational | Elementary and secondary education programs and services designed to assist a youth in obtaining either a high school diploma or a GED. |
| Independent Living | Services designed to assist a youth transition into independent living. |



| Program Type | Definition |
|--|--|
| Skill Development – Non-Residential | Non-residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring. |
| Skill Development – Residential | Residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring. |
| Therapeutic Foster Care | Foster care in homes with foster parents who have been trained to provide a structured environment that supports youth's learning social and emotional skills. |
| Vocational | Services to teach basic vocational skills, career exploration, skills and vocational assessment, vocational training, work experience, work readiness and life skills related to maintaining employment. |
| Family | |
| Family Counseling | General family counseling services. |
| Family Education | Family & Parent Training and Education services. This category excludes family mental health programs and multi-dimensional family services like Family Counseling, Multi-Systemic Therapy & Functional Family Therapy. |
| Functional Family Therapy | Empirically based family intervention services for youth and their families, including youth with problems such as conduct disorder, violent acting-out, and substance abuse. Service is conducted both in clinic settings as an outpatient therapy and as a home-based model |
| Multi-Systemic Therapy | Empirically based family intervention service for youth and their families that works on multi-systems within the family and extended family structure. |
| Fire Setter | |
| Fire Setter – Non-Residential | Non-residential treatment services for youth with inappropriate or dangerous use of fire. |
| Fire Setter – Residential | Residential treatment services for youth with inappropriate or dangerous use of fire. |



| Program Type | Definition |
|--|--|
| Gang | |
| Gang – Non-Residential | Non-residential services designed to address juvenile gang related behavior, membership and affiliation. |
| Gang – Residential | Residential services designed to address juvenile gang related behavior membership and affiliation. |
| Mental Health | |
| Mental Health – Non-Residential | Non-residential and aftercare services designed to treat specific DSM-IV Mental Health diagnoses. |
| Mental Health – Residential | Residential services designed to treat specific DS-MIV Mental Health diagnoses. |
| Co-Occurring | |
| Co-Occurring – Non-Residential | Non-residential and aftercare services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues. |
| Co-Occurring – Residential | Residential services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues. |
| Sex Offender | |
| Sex Offender – Non-Residential | Non-residential services designed to address juvenile sex offending behavior and prevent subsequent behavior. |
| Sex Offender – Residential | Residential services designed to address juvenile sex offending behavior and prevent subsequent behavior. |
| Substance Abuse | |
| Substance Abuse - Non-Residential | Non-residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency. Interventions include Drug Courts, DUII Impact Panels, Substance Abuse Education and Support Groups and Outpatient Treatment or after care. |
| Substance Abuse - Residential | Residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency. |



| Other Youth Services | |
|-------------------------------|---|
| Drug Court | Specialized courts designed to handle cases involving substance abuse where the judiciary, prosecution, defense, probation, law enforcement, mental health, social service and treatment communities work together to break the cycle of addiction. Offenders agree to take part in treatment, regular drug screenings, and regular reporting to the drug court judge. |
| Mentoring | Services foster a relationship over a prolonged period of time between a youth and older, caring, more experienced individuals who provide help to the younger person to support healthy development. |
| Other – Residential | Residential services which are unable to be categorized with any of the existing categories. |
| Other – Youth Services | Other services which are unable to be categorized with any of the existing categories. |
| Victim Related | Services other than Restitution or Community Service that assist youth in developing empathy for victims of their crimes and provide opportunities to repair harm. Interventions in this category include Victim Impact Panels, Victim Offender Mediation. |
| Wrap Around | Planning process designed to create individualized plans to meet the needs of children and their families by utilizing their strengths. The exact services vary and are provided through teams that link children, families and foster parents and their support networks with child welfare, health, mental health, educational and juvenile justice service providers to develop and implement comprehensive service and support plans. |
| Assessment | Assessments and evaluations performed to help identify the need for specialized services. |
| Foster Care | Foster care |
| Medical | Medical services such as medication management, routine physicals and dental exams, tattoo removal services and other medical care. |

**POLICY:**

Tracking and reporting on services provided to youth by Oregon's juvenile justice system provides a view of current juvenile justice practice, creates a preliminary framework to develop means of analyzing results in the future, and moves the juvenile system toward evidence-based practices.

Tracking**Required Tracking**

All youth specific competency development, treatment services, and designated youth services funded with state Prevention, Basic, and Diversion funds and all OYA paid services in the following Program Types will be tracked in JJIS:

- Competency Development
 - Educational
 - Independent Living
 - Skill Development – Non-Residential
 - Skill Development – Residential
 - Therapeutic Foster Care
 - Vocational
- Family
 - Family Counseling
 - Family Education
 - Functional Family Therapy
 - Multi-Systemic Therapy
- Fire Setter
 - Fire Setter – Non-Residential
 - Fire Setter – Residential
- Gang
 - Gang – Non-Residential
 - Gang – Residential
- Mental Health
 - Mental Health – Non- Residential
 - Mental Health – Residential
- Co-Occurring
 - Co-Occurring – Non-Residential
 - Co-Occurring – Residential
- Sex Offender



| | |
|--|--|
| | <ul style="list-style-type: none"> ○ Sex Offender – Non-Residential ○ Sex Offender – Residential ● Substance Abuse <ul style="list-style-type: none"> ○ Substance Abuse - Non-Residential ○ Substance Abuse - Residential ● Other Youth Specific Services <ul style="list-style-type: none"> ○ Drug Court ○ Mentoring ○ Other Residential ○ Other Youth Services ○ Victim Related ○ Wrap Around <p>At a minimum, the Service Start Date, End Date and Completion Status will be tracked consistent with local policy, using at least one of three JJIS features:</p> <ul style="list-style-type: none"> ○ Services ○ Case Plan Interventions ○ Programs attached to Conditions <p>In the event that multiple features have been used to track the same program with overlapping dates, JJIS will create a summary Service Episode record for reporting.</p> <p>Services tracked in other JJIS features, such as Population Groups, will not be recognized in reports designed to analyze service records because the data will not be standardized with appropriate reporting attributes.</p> <p>Unless otherwise approved to provide a comparable data file to include with reports, only those services tracked in one of the three approved features will be recognized in statewide JJIS reports. The annual published report will include only accountability, competency development, and treatment services.</p> <p>Subject to local policy, service dosage, attendance, and participation may be tracked using the Attendance Tracking feature.</p> <p><u>Optional Tracking</u></p> <p>Service tracking is not required for the following basic and infrastructure services, but may be tracked according to local protocol.</p> <ul style="list-style-type: none"> ● Accountability services designed to provide a consequence or an accountability experience for a youth. <ul style="list-style-type: none"> ○ Community Service ○ Work Crews |
|--|--|



| | |
|--|---|
| | <ul style="list-style-type: none"> ○ Restitution Programs ● Accountability services designed to provide alternative service coordination for accountability experiences <ul style="list-style-type: none"> ○ Sanction Court ○ Peer Court ○ Youth Court ● Basic and Intensive supervision; offense specific caseloads; intensive monitoring ● * Basic pre-adjudicatory detention, detention sanctions, extended detention, and basic shelter care <p>* Detention and shelter based treatment programs may be tracked as service separate from the custody episode.</p> <p><u>Non-trackable Services</u></p> <ul style="list-style-type: none"> ● Other Basic Services <ul style="list-style-type: none"> ○ Assessments and Evaluations. ○ Medical Services ○ Activity Fees ○ Clothing Vouchers ○ Education (including GED Testing and Tutoring) ○ Electronic Monitoring & Tracking ○ Medication ○ **Polygraphs ○ School Liaison Counselor ○ Service Coordination ○ Translation Services ○ Transportation & Gas Voucher ○ **UA's. <p>** Polygraphs and UA's results may be tracked in Conditions.</p> <p><u>Monitoring Data Integrity</u></p> <p>Monitor Administrative - Set Up</p> <p>OYA and county juvenile departments will review the providers and programs set up in JJIS at least annually to assure proper Program Type classification, accurate visibility to users in the drop down lists, and other optional reporting attributes. OYA and counties share provider and programs and it is essential that these attributes be set up correctly in order to assure accurate reporting.</p> |
|--|---|



| | |
|----------------------------------|--|
| | <p>Counties programs also have a funding reporting attribute called Report Option – which identifies how a program is funded for a particular county during a specified date range. This is the only attribute that provides the opportunity to report on programs funded with state Diversion, Basic, and Prevention dollars and must be maintained. Counties are responsible to assure their Report Options are accurate.</p> <p>OYA's Diversion Specialist will facilitate an annual audit of county programs in JJIS to assure consistency with the annual Diversion and Basic plans, and will provide a copy of the annual inventory to the state office responsible for administering state Prevention funds to assure consistency with the Prevention plans.</p> <p>JJIS Report 562 – Active Program Report Options and Visibility can be used to monitor the administrative set up for a specific office.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00562.htm <p>Monitor Service Tracking</p> <p>A variety of reports have been developed to monitoring tracking throughout the year. Offices will use these reports to assure that services intended to be tracked are tracked.</p> <p>Data provided via a data file, instead of recorded in JJIS, will be included in these reports only if the data file has been submitted to the OYA Information System Reports team prior to the scheduling of the report in the format and within the timeline established by team.</p> <p>JJIS Report 363 – Program History Summary Extract - can be used to monitor service tracking data entry. This data extract can be scheduled for active during a date range, started during a date range, or ended during a date range for a specific reporting category and for a specific agency.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00363.htm <p>Attendance Tracking</p> <p>JJIS maintains a comprehensive Attendance Tracking feature to provide a way to document youth attendance and progress in a number of defined program sessions, and can be used to document group and individual treatment sessions. Offices will implement this feature subject to local policy. Offices that implement this feature are responsible to maintain the Program Course Definitions that are required to manage its use.</p> |
| <p><u>PROCEDURES:</u></p> | <p>Tracking Services</p> <ol style="list-style-type: none"> 1. Determine which JJIS feature the office will use to track services: <ul style="list-style-type: none"> ○ Services ○ Case Plan Interventions |



| | |
|----------------------|---|
| | <ul style="list-style-type: none"> ○ Programs on Conditions <ol style="list-style-type: none"> 2. Determine when service will be tracked in JJIS – when service is opened, when service is closed, when case is closed. Services tracked when the case is closed might be excluded from reports. 3. Determine local protocol for who will enter the services. 4. Train staff on local policy and protocol. <p>Maintaining Provider/Programs in JJIS</p> <ol style="list-style-type: none"> 1. Conduct an annual inventory of Providers and Programs in JJIS. 2. Verify the program is still active for the office and other reporting attributes. 3. Submit changes to the JJIS Help Desk via the appropriate Provider/Program Request Form. Requests for new programs and requests to inactivate or remove visibility from a program must be initiated with the form. <p>Maintaining Attendance Tracking Course Definitions</p> <ol style="list-style-type: none"> 1. Conduct an annual inventory of active Course Definitions in JJIS. 2. Verify the course and course definitions are still active for the office. 3. Submit requests for new program course descriptions or changes to existing descriptions to the JJIS Help Desk the appropriate Provider/Program Request Form. Requests to inactivate an existing course description may be submitted by an authorized representative from your office to the JJIS Help Desk by email. |
| <u>FORMS:</u> | <ul style="list-style-type: none"> • OYA Provider Program and Course Definition Request Form (YA 1751) • JJIS Form 10a and 10b Instructions • JJIS Form 10a – County Provider Program Request Form (new program) • JJIS Form 10b – County Program Form (mass entry/annual review) |



MOTION

SUBJECT: JCP IGA Motion

I move to approve Intergovernmental Agreement 15063 for Juvenile Crime Prevention Basic Services.



DISCUSSION ITEM

Mt. Hood Economic Alliance Appointment

[KRISTIN TALAMANTEZ APPLICATION](#)

[ORDER 23-048 APPOINTIN KRISTIN TALAMANTEZ TO MHEA](#)

[MOTION LANGUAGE](#)

Mt Hood Economic Alliance Application

Clackamas • Hood River • Wasco Counties

The Mt. Hood Economic Alliance is a partnership between Clackamas, Hood River and Wasco Counties that has gap financing loans for local businesses. MHEA provides secondary financing for businesses unable to secure (enough) financing through conventional banking means. A priority for MHEA is the creation and retention of jobs with a vision to improve the region's quality of life by addressing local needs and priorities and providing a balance of opportunities for economic growth and long term prosperity through economic diversification and job creation for the current population.

Name: _____

Physical Address: _____

Mailing Address: _____

Phone: _____

Email: _____

Occupation: _____

Please attach a brief resume with your application.

1. List any government committees, commissions, or boards on which you have served:

Clatsop Economic Development Resources

Warrenton Business Association

Warrenton-Hammond School District Budget Committee

Astoria Downtown Historical District Association, Business Development Committee

Seaside Downtown Development Association

Warrenton High School Scholarships, Inc.

2. List any civic or service organizations on which you have served:

Astoria Regatta

Astoria Chamber of Commerce

Seaside Chamber of Commerce

The Dalles Chamber of Commerce

Kiwanis of Clatsop County

Mt Hood Economic Alliance
Clackamas • Hood River • Wasco Counties

3. Briefly describe why you are interested in this appointment:

I served on the Clatsop Economic Development Resources board for six years and it was a wonderful experience and partnership. I can offer your clients insight on traditional and nontraditional lending and prepare them for future success.

4. Please describe what you will do to support the work of MHEA:

I will support MHEA by offering my time, expertise and passion for assisting small businesses. I have been in banking for almost 20 years in various positions; management, sales, compliance, etc. I have assisted many small businesses with multiple bank products to aide them with their success. I have also assisted the small businesses with preparing business plans and completing SBA applications and conventional applications. I work with the businesses to refer them to alternative lenders when I cannot get an approval. I am an advocate for my clients.

**Return your resume and this form to the address below
or via email to mcedd@mcedd.org**

Kristin Talamantez

[REDACTED]
The Dalles, OR 97058
[REDACTED]
[REDACTED]

OBJECTIVE To take my career to the next level and do what I enjoy best, which is assisting my clients financially achieve their goals.

EXPERIENCE

VP, BUSINESS BANKING RELATIONSHIP MANAGER

February 2015 - present

Columbia Bank dba Umpqua Bank

Coast Region and Gorge Region

- Develop strong and lasting customer relationships by investing time to fully understand my client's needs and the needs of their communities.
- Provide excellent customer service by collaborating with team members and external partners to offer solutions to best fit my client's needs.
- Strong knowledge of commercial credit, loan structuring and underwriting skills. Understanding of personal and business financial statements and tax returns.
- Professional representation of the bank at community events within my region.

AVP, Branch Manager II

April 2010 – February 2015

Columbia Bank

Warrenton, Oregon

- Manage all retail operations of the branch including staff training, compliance, budget, customer service and relationships with Columbia Bank partners.
- Achieving 116% of loan goal and 108% of deposit goal while being under budget in expenses at 98%.
- Familiar with all consumer and business products and successfully work with consumer and business loan centers to complete a variety of loans from home equity lines of credit to commercial real estate.
- Recognize opportunities to refer business to Columbia Bank partners including Merchant Services, Financial/Wealth, Treasury Management and Commercial Banking.

AVP, BRANCH MANAGER

2006 – April 2010

Wells Fargo

Astoria, OR

- Manage all retail sales and service functions including teller transactions, platform sales and partnership within Wells Fargo corporate departments.
- Create, train and coach a successful sales team: achieving 136% of sales goals.
- Coach the platform associates to use the analysis tools to identify cross sell opportunities including Merchant Services, Business Banking, Payroll Services, Membership Banking, Home Equity, Mortgage and Financial Consulting.
- Ensure all team members are current on compliance training and pass all annual audits.

PERSONAL BANKER

2004 – 2006

Wells Fargo

Astoria, Oregon

ADVERTISING ACCOUNTING ANALYST

2001 – 2002

Meier & Frank

Portland, Oregon

ACCOUNTS PAYABLE MANAGER

1991 – 2001

Meier & Frank

Portland, Oregon

EDUCATION

Mt. Hood Community College
American Banker Association

COMMUNITY BOARDS

Clatsop Economic Development Resources (CEDR), Chairperson
Warrenton Business Association, Treasurer
Warrenton High School Scholarships Inc., Treasurer
Regatta, Board Member
Warrenton-Hammond School District Budget Committee
Astoria Downtown Historical District Association, Business Development Committee
Seaside Downtown Development Association, Treasurer



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF KRISTIN TALAMANTEZ TO THE MT. HOOD ECONOMIC ALLIANCE BOARD

ORDER #23-048

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 a vacancy exists on the Mt. Hood Economic Alliance Board; and

IT FURTHER APPEARING TO THE BOARD: That Kristin Talamantez is willing and is qualified to be appointed to the Mt. Hood Economic Alliance.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Kristin Talamantz be and is hereby appointed to the Mt. Hood Economic Alliance Board for a term to expire on December 31, 2025.

DATED this 19th day of July, 2023.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



MOTION

SUBJECT: MHEA Motion

I move to approve Order 23-048 appointing Kristin Talamantez to the Mt. Hood Economic Alliance.



CONSENT AGENDA

MINUTES: [7.5.2023 REGULAR SESSION MINUTES](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION

JULY 5, 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.
Changes to the Agenda:

- Temporary Appointment to Columbia River Gorge Commission

Discussion Item – Youth Think Agreements

OPIOID PREVENTION SUBCONTRACT

Prevention Coordinator Debby Jones explained that there was a bit of a delay for this agreement as a result of the main contract with the State. She said this agreement supports our Overdose Prevention Task Force. North Central Public Health District (NCPHD) does not have the capacity to do the work and we asked to take it on as a subcontractor. She stated they are hopeful the program will continue beyond the expiration of this agreement at the end of August.

Chair Kramer asked how much of the contracted dollars we have left. Ms. Jones replied that they will expend it all by the end of August. She said if the State does not extend the program, they hope to be able to tap into the opioid settlement to fund the program.

Vice-Chair Hege commented that we are a long time into the contract. He pointed out that NCPHD signed it in March. Ms. Jones responded that they did not get the agreement to us in March.

Vice-Chair Hege asked how the money is spent. Ms. Jones said that some of it covers her time; some goes to the Cohort; and this time the bulk of it went to the purchase and distribution of Naloxone Kits.

Commissioner Brady asked how the Naloxone Kits are distributed. Ms. Jones replied that they focus on high-risk populations and started with St. Vincent DePaul. They have about a dozen organizations they are working with including NORCOR, Wings, the Department of Correction and others. They are also working on a policy for the schools and have been working with local businesses that have expressed an interest.

Ms. Jones said they submit a quarterly report to the State and also receive an annual report from them in return. She said she would be happy to share those reports with the Board and/or provide a formal presentation at a future session. Vice-Chair Hege said he would welcome a presentation.

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

SOCIAL MEDIA PERSONAL SERVICES AGREEMENT

Ms. Jones reported that they have received new funding and are looking at connecting better through social media. She explained that she does not have the capacity and would like to contract for those services subject to her oversight. She said that they want to connect more directly with youth, but do not feel SnapChat and TikTok are appropriate platforms. Instead they will use platforms like Instagram.

Chair Kramer observed that the hourly rate is blank in the agreement although it does have a cap on the total costs. Ms. Jones said the capped total cost is based on a rate of \$35 per hour. She added that they are getting the insurance portion of the agreement in place as well.

Commissioner Brady asked about Ms. Hansen's background. Ms. Jones stated that Ms. Hansen is a Youth Think board member who grew up in The Dalles and has 2 daughters. She is very adept at Instagram postings and is certified for the Parent Café.

Vice-Chair Hege asked who the target audience is. Ms. Jones replied that it will be varied. She explained that she used a shotgun approach and this will be more targeted. The over 30 audience is probably on FaceBook while the youth are on Instagram. She said they have not been able to reach the youth population efficiently. There is also a program where youth can opt into text message

pushes. She noted that they want to get more information out to the kids. Although the kids use SnapChat and TikTok, Youth Think finds those platforms to be problematic for their messaging.

{{{Commissioner Brady moved to approve the Social Media/Parenting Outreach Contract between Wasco County and Christie Hansen. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion Item – Newspaper Designation

Ms. Clark reviewed the memo included in the Board Packet.

{{{Vice-Chair Hege moved to approve Order 23-042 designating a newspaper for the publication of the annual foreclosure list. Commissioner Brady seconded the motion which passed unanimously.}}}

Discussion Item – CRGC Appointment

Chair Kramer said that we have received a communication from staff for the Columbia River Gorge Commission (attached) requesting an extension of Rodger Nichols' appointment until such time as the Wasco County Board of Commissioners appoints a replacement. He asked Mr. Nichols if he would be willing to continue to serve until that time. Mr. Nichols replied that he would be happy to do so.

Vice-Chair Hege observed that Clackamas County has a two-term limit for their CRGC appointment and asked if that also applies to us. Mr. Nichols responded that the State limits their representative to two terms; counties are free to make that determination for themselves.

{{{Vice-Chair Hege moved to reappoint Rodger Nichols as Wasco County's representative on the Columbia River Gorge Commission until such time as the Board of County Commissioners appoints a replacement. Commissioner Brady seconded the motion which passed unanimously.}}}

Agenda Item – SRS Funding

Public Works Director Arthur Smith reviewed the memo included in the Board Packet. Vice-Chair Hege noted that broadband was added to the possible expenditures. Mr. Smith acknowledged that but said he did not have any additional information. He said that last year every county in Oregon chose to fund the roads and schools at more than 80% - most chose the maximum of 85%. We are required to allocate no less than 13% for Title II which leaves 2% for Title III.

Mr. Smith said that the federal government ran the numbers for a 7 year rolling average of timber receipts versus SRS funding which basically pays us to not harvest. He said the difference is stark; the state of Oregon has 15.5 million acres of forest and we are producing less than \$40 million in timber receipts in 15-25 million acres total. That is less than \$2 per acre. He said we are basically not doing anything in the forests other than letting them burn; SRS is paying us to do that. He said he recommends going with the same allocation as last year.

Commissioner Brady asked who decides on the special projects and what some examples of those projects are. Mr. Smith said that the projects are usually around forest health, stream restoration, etc. He said that the RAC (Resource Advisory Council) used to make those recommendations but someone else does that now. He said he believes there is information on the SRS website.

Chair Kramer commented that litigation plays a very big part in this process. He said we have a project in Wasco County related to the Rock Creek Restoration Project that is being litigated by Oregon Wild. They do not want anything cut. Vice-Chair Hege asked if Oregon Wild does not understand forest health and restoration. Chair Kramer replied he believes they do; he said we need to continue to talk about forest health as well as our health as it relates to these programs.

{{Vice-Chair Hege moved to allocate 85% of Wasco County SRS Payment to Title I, 13% to Title II, and 2% to Title III. Commissioner Brady seconded the motion which passed unanimously.}}

Agenda Item – Transit Development Plan Adoption

Long-Range and Special Projects Planner Alice Cannon introduced Mid-Columbia Economic Development Executive Director Jessica Metta who reviewed the 1st presentation included in the Board Packet – Wasco County Transit Development Plan.

Ms. Metta explained that the process paused to gather more information through outreach efforts in order to ensure that the strategy being developed would be designed to meet the expressed needs. She explained that the plan settled on 5 goals and corresponding policies to serve as a framework for future transit planning and investments. The goal and policy language was drawn from a number of resources including local plans and documents, the Gorge Regional Transit Strategy, and Wasco County's Coordinated Human Services Transportation Plan which is a 40-year plan. She reviewed the goals included in the presentation.

Ms. Metta went on to review the opportunities identified in the Plan, explaining that those were grouped as follows:

- **Short Term Opportunities:** Can be accomplished in 0-5 years and require no new buses to implement. These include reader boards and bus stop improvements.
- **Medium Term Opportunities:** Can be accomplished in 5-10 years and may require additional buses. These could include connecting transit to Madras and regular routes to Warm Springs and Antelope.
- **Long Term Opportunities:** Can be accomplished in 10-15 years and may include additional buses. These could include higher rates of ridership, increased availability and frequency of bus trips.

Ms. Metta added that the medium and long term opportunities will require additional funding. She noted that they already have a plan to replace the fleet through matching funds. They are looking at electrifying the fleet through grant funding. They would also like to add bus stops but they are expensive ((\$20,000-\$30,000) and time consuming.

Ms. Cannon reviewed the second presentation included in the packet – Rural Transportation Equity Grant. She explained that Wasco County Planning believed more outreach to the southern portions of the County would support a more robust and useful plan. They were able to get funding for that work.

Ms. Cannon reported that the need for transit for recreational activities is expanding as the ski resorts are branching out to get more involved in summer activities. She said she was very pleased to partner with MCEDD on this project.

Commissioner Brady said he is now a bus rider and recently used his bus pass to take his bike to Hood River and ride the bike back to The Dalles. He said he talked to someone on the bus who reported saving a lot of money using the bus system. He said timing can be challenging for those connecting to go to Portland and he realizes it is not possible to please everyone. He asked why the CAT, which is not part of the Link transit system, does not go all the way to The Dalles. Ms. Metta replied that the Link just took over that route on July 1st. She said it has a lot to do with who receives the funding to run the route and who has the responsibility.

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JULY 5, 2023
PAGE 6

Commissioner Brady added that the new Chamber President commented on how great the app is but that it could be more user friendly for seniors. The Chamber President has ideas to share on how it could be improved. He said we definitely need to get the word out as to what is available locally for public transit.

Vice-Chair Hege observed that in the early outreach there was 49 responses. He asked where they were from in terms of diversity. Ms. Metta said she would have to go back to the data to answer that question. Vice-Chair Hege said that he would assume that we are checking for that diversity. Ms. Metta responded that the consultant was trying for that and did some targeted outreach.

Vice-Chair Hege asked if we really need a Washington connection. He said it is his impression that Washington residents want to come here more than our residents want to go there. Ms. Metta stated that we do have a connection to Klickitat transit – they come to our Transit Center and to Water's Edge. Our goal is to make those transitions easy to use. We are looking at a project to expand that through a CARES grant.

Vice-Chair Hege noted that a lot of this comes down to ridership. He asked how that is being evaluated and if the buses are running empty at any time. Ms. Metta replied that they are regularly evaluating ridership. She said that the improvements just made to the routes are a result of that evaluation. She said they are increasing the number of bus stops to make the routes more useful and have seen increased ridership. To have 8 regular riders is pretty good but it is a balance; you need to improve service to get people to ride that means there is always a lag between improvements and increased ridership. She added that they also use the Public Transportation Advisory Committee to help evaluate the services.

Vice-Chair Hege agreed that it is complicated and challenging. He asked if there is really a need for an out and back route to Madras. Mr. Metta said that came out of the need for people in Maupin to get to services in Bend. Funding would have to come through the Federal Lands Access program. She said it is definitely a stretch and will need to be considered carefully.

Vice-Chair Hege said he would like to understand why they are not going to Portland or The Dalles for services. Ms. Cannon explained that the further south you go in Wasco County the more people go to Madras rather than The Dalles. Health care is very networked in central Oregon and they are linked to Bend for care.

Commissioner Brady noted that one of the difficulties of putting up a bus stop is identifying an appropriate location with the least amount of disruption to traffic and parking. He asked how MCEDD is going about doing that. Ms. Metta replied that the City has been a great partner and has worked with them to locate sites and even do some of the prep work. She said they have funding for 4 shelters – downtown, One Community Health/MCCFL, Foley Lakes and Water's Edge. They also want to install mini-stops which are not full-blown shelters but offer some seating.

Chair Kramer said that his main concern is sustainability. He said that ridership is only a part of it; we will continue to need state and federal funding. He noted that a rider's pass is very, very inexpensive.

{{{Vice-Chair Hege moved to approve Resolution 23-009 adopting the Wasco County Transit Development Plan for the Link public transit. Commissioner Brady seconded the motion which passed unanimously.}}}

Consent Agenda – 6.21.2023 Regular Session Minutes

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

Commission Call

District Attorney Matthew Ellis thanked the public for their assistance and support in capturing Amanda Harman's killer.

Vice-Chair Hege reported that he did some firearms training with the Sheriff's Department. He said that our newest Deputy was doing his certification that day and it was great to talk with the Deputies about how, why and when we use firearms. He said they train a lot because they fortunately do not have to use their weapons much in the course of their daily work.

Mr. Stone reported having had a meeting with Mosier and one with the White River Health District.

Chair Kramer adjourned the meeting at 10:20 a.m.

Summary of Actions

MOTIONS

- **To approve the Overdose Prevention Subcontract between North Central Public Health District and Wasco County.**

- **To approve the Social Media/Parenting Outreach Contract between Wasco County and Christie Hansen.**
- **To approve Order 23-042 designating a newspaper for the publication of the annual foreclosure list.**
- **To reappoint Rodger Nichols as Wasco County's representative on the Columbia River Gorge Commission until such time as the Board of County Commissioners appoints a replacement.**
- **To allocate 85% of Wasco County SRS Payment to Title I, 13% to Title II, and 2% to Title III.**
- **To approve Resolution 23-009 adopting the Wasco County Transit Development Plan for the Link public transit.**
- **To approve the Consent Agenda – 6.21.202 Minutes.**

Wasco County
Board of Commissioners

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



AGENDA ITEM

Planning

[WILDFIRE COORDINATOR GRANT](#)

[ODOE AMENDMENT](#)

[COYOTE RIDGE RESTRICTION RELOCATION](#)

[HOUSING GRANT](#)



PLANNING ITEM

Wildfire Coordinator

[STAFF MEMO](#)

[JOB DESCRIPTION](#)

[LETTER OF SUPPORT](#)

Wasco County Commissioners,

Over recent decades, wildfire risk to communities in Wasco County has increased, posing threats to homes, infrastructure, agricultural resources, and forest landscapes. Recent fires, including the Miller Road Fire and the Mile Post 87 fire, have threatened lives and homes, and forced several evacuations. There is increasing interest in expanding capacity to support Wasco County residents in preparing for, responding to, and recovering from wildfire. This priority has been regularly highlighted in Wasco County planning documents, including the recently updated Wasco County Community Wildfire Protection Plan (CWPP), approved in December 2022.

To meet this need, a group of local and regional stakeholders are working to apply for a Community Wildfire Defense Grant that would fund a Wildfire Coordinator position to oversee the development of a county-wide wildfire mitigation program and support community wildfire risk reduction. The position would be housed within the county's Planning Department and would be modeled after the nationally recognized Project Wildfire program in Deschutes County. This grant application is seeking funds to pay for the staff position, as well as program development and operations, for 5 years (2024-2029). The proposal includes the following:

- Position funding for a Wasco County Wildfire Coordinator – this position will provide much-needed coordination with partner agencies for projects and education.
- Fuels treatment – annual funding for contracting out fuels reduction activities, identified and administered by fire agencies.
- Public engagement and education – ongoing community engagement and education on defensible space, wildfire preparedness, and risk reduction.
- Mapping development and maintenance – creation and maintenance of a web-based mapping tool to track projects, show footprints of fuel reduction activities, and track implementation of planning efforts.

This proposal builds on other collaborative efforts that have been underway in recent years, including the Wasco County Forest Collaborative projects, Joint Chief's funding, and other grant funding available for fuels treatment across private, state, and federal lands.

This grant is a new grant program from the U.S. Forest Service that provides \$200 million per year for 5 years and is intended to help high-risk communities plan for and reduce the risk of wildfire. This is the second year of the 5-year grant program, which means that Wasco County can make additional funding asks in the following years.

- No funding match required – Wasco County is a high-risk community with heightened socioeconomic vulnerability to wildfire, which means the county qualifies for a full waiver of the standard 25% match.
- \$2 million requested for 5 years of work – max request per application is \$10 million.

We are putting this before you today to request that Wasco County serve as the fiscal agent and manager of the grant, a total estimated sum of almost \$2 million over a 5-year period. In coordination with County staff, there will be partner involvement to support the successful completion of project goals.

BUDGET PROPOSAL

| BUDGET - ANNUAL OPERATING | | Assumptions | Cost |
|---|--|--------------------|--------------------|
| County Wildfire Coordinator (personnel) | Cost to county (Base compensation + 30% overhead and benefits) | \$ | 95,338 |
| Travel and Per Diem (supplies) | Staff member will be in the field and meeting with partners regularly | \$ | 12,000 |
| Vegetation Management (contractual) | 60 days per year at \$4000 per day, crew of 5 + equipment (or variation thereof, within cost threshold based on specific treatment needs) | \$ | 240,000 |
| Educational Material - publishing and printing (supplies) | Material development, printing, and distribution, min of 2 educational events per year (can be coupled with existing community events) | \$ | 5,000 |
| Education and Outreach (contractual) | Graphic design services, as well as budget and external paid support for a minimum of 2 community outreach events (can be combined with existing community events) | \$ | 20,000 |
| Mapping Updates (contractual) | Includes initial mapping and updating | \$ | 15,000 |
| SUBTOTAL | 5 years annual operating costs | \$ | 1,936,688 |
| ONE TIME COSTS | | | |
| Initial Mapping | One time mapping services, anticipated mid-funding cycle | \$ | 50,000 |
| TOTAL | | | \$1,986,688 |

SUPPORTING AGENCIES and ORGANIZATIONS

Oregon Department of Forestry

Oregon State Fire Marshal

Oregon State University Fire Extension

Oregon Department of Fish and Wildlife

Wasco County Planning

Wasco County Emergency Management

Wasco County Road Department

Mid-Columbia Fire and Rescue

Dufur Fire Department

Tygh Valley Rural Fire Protection District

Wamic Rural Fire Protection District

Juniper Flat Rural Fire Protection District

City of Maupin

South Wasco Alliance

Wasco Forest Collaborative



Our Vision: Pioneering Pathways to Prosperity

Mission Statement: Partner with our citizens to proactively meet their needs and create opportunities

We believe that each employee makes a significant contribution to our success. That contribution should not be limited by the assigned responsibilities. Therefore, this position description is designed to outline primary duties, qualifications and job scope, but not limit the incumbent nor the organization to just the work identified. It is our expectation that each employee will offer their services wherever and whenever necessary to ensure the success of our endeavors.

The information in this document reflects a typical work week.

Position Information: 535332

| | | | |
|-----------------|-------------------------------|----------------------|-------------------|
| Position Title: | Natural Hazard Planner | Union: | Non-Union |
| Working Title: | Enter the working title. | Salary Grade: | "O" |
| Reports to: | Planning Director | FLSA Classification: | Non-Exempt |
| Department: | Planning | Effective Date: | 6/18/2023 |

General Position Summary:

The position involves providing high levels of customer service to Planning Department customers, applicants and partner agencies; providing coordination and outreach with local, state, and federal partners including emergency service professionals; conducting research and analysis; presentation of data; and other planning related work as assigned.

Essential Functions (in a typical work week):

- Responds to inquiries and provides customer service to the general public and partner agencies in person, by telephone, and by email
- Performs technical research and compiles data necessary to assist in long range planning tasks including natural hazard planning;
- Conducts county-wide wildfire adaptation and prevention education efforts including maintaining a mitigation and preparedness clearinghouse and coordinating with County PIO, Emergency Services and Code Compliance on coordinated outreach;
- Develop methodological approach to evaluate all natural hazard plan action items which may include evaluation of implementation methods.
- Evaluate existing plans for potential revisions related to Goal 7 (Natural Hazards)
- Apply for and/or administer natural hazard grants
- Prepares written and oral reports in coordination with the Planning Director;

- Assists with coordinating and other administrative functions for public meetings and outreach;
- Provides support for administrative functions of the long range planning program, including data entry, editing, and organization;
- Works with community and agency partners throughout Wasco County to prepare, revise and implement Community Wildfire Protection Plans
- Plan and organize monthly steering committee meetings and other meetings with partners as required.
- Coordinate hazardous fuels reduction and defensible space projects with private landowners.
- Performs work under the supervision of the Planning Director;
- Responsible for friendly, accurate and timely customer service and technical assistance to customers and partner agencies;
- Supervision is not normally a responsibility of this position; however, may supervise office activity in absence of administrative staff of a higher classification.

Secondary Functions (in a typical work week):

- Facilitate periodic updates to the Wasco County wildfire risk assessment, including the identification of the Wildland Urban Interface (WUI).
- Assist with program sustainability efforts, including grant development, grant administration, and development of future funding mechanisms;
- Special projects related to improving customer experience and the planning process at the request and direction of the Planning Director.
- Supports administrative functions like document management and file organization with limited oversight;
- Provides assistance regarding permit coordination and processing, comprehensive plan development, code compliance needs, and community outreach.
- Performs other planning related duties as assigned.

Responsibility/Accountability:

This section of the job description describes the amount and breadth of responsibility and accountability that rests with the position, including the expected results of the position, the impact on County operations and activities, and the responsibility for budget.

Some influence on departmental operations, programs, and expense or budgetary outcomes. Dollar amounts influenced would be considered moderate when compared to the overall County budget. Responsibility for the prudent use of County assets may extend beyond own work responsibilities to the work unit or department financial management. Contact with the public is a regular aspect of the position and actions could impact community or user satisfaction levels.

Supervision of Employees:

This section of the job description describes the supervisory responsibility assigned including the range and types of supervisory functions performed, from directing work activities and delegating assignments to coaching, counseling, making disciplinary decisions, hiring, firing, salary actions, performance appraisal, training, etc. as well as the types of employees supervised.

Positions at this level are not responsible for any supervisory functions or responsibilities, but may occasionally be asked to orient and/or train new employees.

Interpersonal Skills/Contacts:

This section of the job description describes the characteristics of personal interaction with others including the frequency of contacts with others, the breadth of interactions (within the County, outside the County, with vendors/contractors, dealing directly with the public, etc.), and the level of persons interacted with. Also, included in this section is the reason for contact such as gaining cooperation; use negotiation, tact, teamwork, and sensitivity; or the likelihood of dealing with disagreeable or hostile individuals.

Positions at this level have regular responsibility for interaction and communication with a broad range of people, both in individual and group meetings. Contacts may be within the County structure, with various elements of the public, with other public sector organizations, or with regulators, special interest groups, or other officials. Collaboration and cooperation must be established to accomplish assigned tasks. Adverse consequences to the County could be significant if interactions are not handled well. Well defined interaction skills are required to complete job assignments and utilized continuously throughout all aspects of the position assignments.

Working Conditions:

This section of the job descriptions outlines the work environment, conditions, and hazards that are encountered in the course of assigned work. This includes the personal risk, hazard, varying work schedules, level of interruptions, job pressure, and the need to frequently juggle priorities and work assignments. Also, exposure to unpleasant working conditions such as high noise levels, heat or cold, inside or outside work, exposure to electricity, chemicals, poor lighting, confinements, machinery, interactions with disturbed or dangerous individuals, personal attacks, contact with contagious disease, or situations where personal safety cannot be assured.

This level has a work environment with only occasional hazards or obstacles. There is a moderately low level of personal risk encountered while performing assigned work. Job conditions may be occasionally uncomfortable relative to noise, temperature, inside/outside work, or dirty conditions. Interactions with angry or hostile individuals, exposure to contagious disease, interruptions that make meeting deadlines more difficult, and some job pressures to successfully complete work assignments can exist.

While performing the duties of this job, the employee occasionally works outside for outdoor site visits, data collection and analysis and analysis and public meetings.

Physical Requirements:

This section of the job description describes the physical effort and manual labor, such as sitting, standing, lifting, carrying, digging, operating equipment, performing with speed, etc., as well as the dexterity required to complete the job functions. The need for travel, extended hours, and situations of physical discomfort are also outlined here.

Positions rated at this level require occasional physical effort such as light lifting, carrying, or movement, etc. Physical capability involves use of office or power equipment where some dexterity is needed. Movement around the work space is not challenging, and there are little to no restrictions on mobility.

A valid driver's license is required as an essential function of this position.

Education, Experience, and Certification/Licensure:

This section of the job description outlines the education, previous experience, professional licenses, certifications, and specific skills necessary to perform the assigned work.

Positions at this level require abilities, skills, training, and/or a knowledge base equivalent to a seasoned level professional. Education will typically include a four year degree and positions will typically require 3-6 years of directly related experience. Knowledge of multiple business areas and skills are required by the positions. Work may be in a more generalized professional role, or specialized in one particular function where in-depth understanding is required. Capabilities include reasoning, exercise of sound judgment, ability to draw conclusions with limited information, and to forecast or envision future needs and opportunities.

Below is an outline of the specific Education type, Experience type or licensure/certification that is required for this role. The County will also consider any equivalent combinations of the qualifying criteria.

- Customer service experience or experience working with the public is *required*;
- A high school diploma is *required*;
- Graduation from college with an Associate's degree in planning, landscape architecture, geography or civil engineering or any related field of study; *is required*.
- Two years or more of hands-on, practical experience in the planning field, *is required*.
- College or work experience with technical reports, research, and presentations *is required*.
- Knowledge of County planning principles, methods and practices;
- Experience or training in community wildfire risk reduction and/or fuels management;
- Ability to research, gather and review data and knowledge of basic statistical analysis techniques;
- Ability to establish and maintain effective working relationships with co-workers and the public.
- Proficient use of Microsoft Office Suite (Word, Excel, etc.)
- Proficient use of email, shared calendars and the internet for research and coordination needs;
- Familiar with GIS viewing tools.
- Ability to define problems, collect data, establish facts, and draw conclusions.
- Ability to interpret a variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.
- Ability to calculate figures and amounts such as proportions, percentages, area, circumference, volume, discounts, etc.
- Excellent listening, writing, and oral communication skills;
- Ability to read, analyze and interpret technical procedures and government regulations;
- Ability to write staff reports and procedures manuals;
- Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Employee Signature

Date

Supervisory Approval

Date



BOARD OF COUNTY COMMISSIONERS

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

Pioneering pathways to prosperity.

July 19, 2023

To Whom It May Concern:

The Wasco County Planning Department has the full support of the Board of County Commissioners in their pursuit of funding to implement a high-priority strategy from the Wasco County Natural Hazard Mitigation Plan (NHMP) and Community Wildfire Protection Plan (CWPP) to fund a Wildfire Coordinator position. This is a critical step for reducing risk of wildfire, as it provides multiple Departments and organizations a central coordinator who can support implementation for mitigation projects, evaluate current mitigation action items, and provide education and outreach for community preparedness.

Wasco County experiences severe wildfire seasons annually. Over the past two decades, wildfires have destroyed hundreds of structures, burned thousands of acres of resource lands, and even caused loss of life. Since 2005, a Wildfire Coordinator or Natural Hazard Planner has been identified as a critical function to support partners including wildland fire fighting districts and associations in promoting mitigation, defensible space, and coordinating various strategic investments in emergency response.

With fire seasons becoming longer and more devastating, we need all available tools to help our partners mitigate the risk and impacts of wildfire. Completing this key strategy will further our mission to prioritize wildfire mitigation efforts, share resources and outreach materials, and support our land and fire management agency partners.

Thank you for your consideration.

Wasco County Board of Commissioners

Steven D. Kramer, Chair

Scott C. Hege, Count Commissioner

Philip Brady, County Commissioner



AGENDA ITEM

Regional Transit Strategy

[PRESENTATION](#)

[MAPS](#)



PLANNING ITEM

Oregon Department of Energy Amendment

[ODOE AMENDMENT 19-033-002](#)

[ORIGINAL ODOE 19-033 IGA](#)

[MOTION LANGUAGE](#)

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

1. This is Amendment No. 002 to Intergovernmental Agreement No. 19-033 (as amended from time to time, the "Agreement") dated July 1, 2019, between the State of Oregon, acting by and through its Department of Energy ("ODOE"), and Wasco County.
2. The Agreement is hereby amended as follows (new language is indicated by **bold underlining** and deleted language is indicated by ~~striketrough~~):
 - A. Section 3: Effective Date and Duration
 1. This Agreement is effective on July 1, 2019, or the date of the last signature, whichever occurs last ("Effective Date"), and terminates on ~~June 30, 2023~~ **June 30, 2025**, unless terminated earlier in accordance with Section 16.
3. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. The parties agree that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Agreed to and Signed By:**WASCO COUNTY****OREGON DEPARTMENT OF ENERGY**_____
Signature_____
Date_____
Michael Williams,
Authorized Designee_____
Date_____
Printed Name_____
Danae Hammitt
Designated Procurement Officer_____
Date_____
Title_____
Todd Cornett
Division Administrator_____
Date

INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Energy (“Agency”) and the Wasco County (“Local Government”), each a “Party” and, together, the “Parties.” All references in this Agreement to “Agency” refer to the Oregon Department of Energy (“ODOE”).

SECTION 1: AUTHORITY

This Agreement is entered into pursuant to the authority granted by ORS 190.110, allowing Local Governments to enter into agreements with state agencies to cooperate in performing duties, exercising powers or administering policies or programs. Additionally, ORS 469.030 allows ODOE to contract with public and private agencies for energy activities consistent with ORS 469.010. ORS 469.350, ORS 469.360, and ORS 469.430 permit the Energy Facility Siting Council (“EFSC”) to compensate a state agency or local government for expenses related to:

- Consultation initiated by an applicant for a notice of intent or expedited review prior to the submittal of the formal request but after the payment of the fee under ORS 469.421(2);
- Review of the notice of intent, the application for new or amended site certificate, or a request for an expedited review;
- The local government’s participation in a council proceeding and contested case;
- The performance of specific studies necessary to complete the council’s statutory evaluation of the application;
- Ensuring that certified facilities continue to comply with all terms and conditions of the site certificate or any order issued by ODOE under 469.405 (2).

SECTION 2: PURPOSE

The purpose of this Agreement is to establish collaboration between Agency and Local Government to perform services related to the review of Energy Facility Siting Council (“EFSC”) project-related documents and to identify the procedures related to authorizing work, invoicing and payment.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on July 1, 2019, or the date of the last signature, whichever occurs last (“Effective Date”), and terminates on June 30, 2021, unless terminated earlier in accordance with Section 16.

SECTION 4: AUTHORIZED REPRESENTATIVES

AGENCY IGA #19-033

4.1 Agency's Authorized Representative is:

Todd Cornett, Assistant Director
550 Capitol Street NE
Salem, OR 97301
(503) 378-8328 Office
(503) 373-7806 Fax
todd.cornett@oregon.gov

4.2 Local Government's Authorized Representative is:

Angie Brewer, Planning Director
2705 East 2nd Street The
Dalles, OR 97058 (541)
506-2566 Office (541)
506-2561 Fax
angieb@co.wasco.or.us

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

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Local Government shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.

5.2 Agency shall pay Local Government as described in Section 6.

SECTION 6: COMPENSATION AND PAYMENTS TERMS

6.1 Agency shall reimburse Local Government, up to but not in excess of \$5,000, for all expenses that are necessary, just and reasonably incurred by performing the work and delivering the deliverables required of Local Government under this Agreement. Payment will be made monthly, for work performed to Agency's satisfaction during the prior month, after submission of a satisfactory invoice.

6.2 Work must be assigned and authorized in writing by an Agency representative prior to Local Government beginning the work, and as described in Exhibit A. Local Government may be asked to provide a cost estimate for the work requested.

6.3 Local Government shall invoice Agency monthly for services. At a minimum, invoices must include the following information:

- EFSC project name;
- Agency agreement number #19-033;

AGENCY IGA #19-033

- Local Government federal EIN;
- Time period for which the invoice covers;
- The following statement, followed by the signature of a person with the authority to certify the statement:

“By signing this invoice, the undersigned individual certifies that the individual understands that all statements and representations contained in or attached to this document are subject to the Oregon False Claims Act, ORS 180.750 to 180.785.”; and

- A report that explains the work included on each invoice, including the following:
 - Names of staff members working on the project;
 - Dates of service;
 - Number of hours worked, per staff member;
 - Specific activities and work conducted;
 - Total personal services costs (including OPE/ fringe benefits);
 - A description of any incurred expenses (parking fees, supplies, etc.);
 - Subtotals of personal and supplies/ services costs;
 - Subtotal of indirect/ administrative overhead costs;
 - Total project costs for this billing period;

6.4 Local Government shall only bill for hours worked. Agency will not pay for vacation, holiday, sick or any other leave. All invoices are due to Agency within 30 calendar days after the month end billing period. Due to Agency’s requirement to provide cost details and to seek reimbursement from project applicants, timely and accurate invoicing is critical. Agency may not pay invoices received more than 30 calendar days after the month end billing period.

6.5 Local Government shall send all invoices to:

Oregon Department of Energy
Attn: Contracts Payable
550 Capitol Street NE
Salem, OR 97301
odoe.invoices@oregon.gov

Copy all emails to the Siting Division Fiscal Analyst at: Sisily.Fleming@oregon.gov

SECTION 7: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

Local Government is a city or county duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;

AGENCY IGA #19-033

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

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

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: OWNERSHIP OF WORK PRODUCT

9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:

9.1.1 "Local Government Intellectual Property" means any intellectual property owned by Local Government and developed independently from the work under this Agreement.

9.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than Local Government or Agency.

9.1.3 "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein.

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

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

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

9.3 If Work Product is Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display

AGENCY IGA #19-033

the Local Government Intellectual Property, and to authorize others to do the same on Agency's behalf.

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

SECTION 10: CONTRIBUTION

- 10.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.
- 10.2** With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government 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.

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Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

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

SECTION 11: LOCAL GOVERNMENT DEFAULT

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

- 11.1** Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2** Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;
- 11.3** Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 11.4** A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local

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Government 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 Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 12: AGENCY DEFAULT

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

SECTION 13: REMEDIES

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

SECTION 14: RECOVERY OF OVERPAYMENTS

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

SECTION 15: LIMITATION OF LIABILITY

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

SECTION 16: TERMINATION

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

16.2 Agency may terminate this Agreement as follows:

16.2.1 Upon 30 days advance written notice to Local Government;

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

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

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

16.2.5 As otherwise expressly provided in this Agreement.

16.3 Local Government may terminate this Agreement as follows:

16.3.1 Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its

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obligations under this Agreement;

- 16.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source;
 - 16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or
 - 16.3.4** As otherwise expressly provided in this Agreement.
- 16.4** Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

SECTION 17: INSURANCE

Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 18: NONAPPROPRIATION

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

SECTION 19: AMENDMENTS

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

SECTION 20: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or

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email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 21: SURVIVAL

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

SECTION 22: SEVERABILITY

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

SECTION 23: COUNTERPARTS

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

SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local laws.

SECTION 25: INDEPENDENT CONTRACTORS

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

SECTION 26: INTENDED BENEFICIARIES

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or

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may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST

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

SECTION 29: SUBCONTRACTS

Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. If Local Government will request reimbursement for subcontracts under ORS 469.350 and ORS 469.360, EFSC must review and approve the request prior to Local Government entering into contract. EFSC and Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

If Local Government requests to be reimbursed by subcontracting to respond to a request made by EFSC to comment and make recommendations under ORS 469.350, it must submit at a minimum the following information:

- The reason they are requesting funding for a contractor/consultant and cannot respond;
- A scope of work for the contractor/consultant;
- Contractor/consultant qualifications;
- A cost estimate for the work to be conducted.

SECTION 30: TIME IS OF THE ESSENCE

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

SECTION 31: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 32: RECORDS MAINTENANCE AND ACCESS

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

SECTION 33: HEADINGS

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

SECTION 34: ADDITIONAL REQUIREMENTS

Local Government shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

Date _____

EXHIBIT A

STATEMENT OF WORK

Agency representative will request work in writing. Agency will not pay for any work other than that work requested by Agency, in writing.

Local Government shall review and provide comments on notices of intent, applications, for new and amended site certificates, expedited reviews and other EFSC project-related documents. In the case of notices of intent and applications for new or amended site certificates, the memorandum to reviewing agencies sent by EFSC per the requirements of OAR 345-015-0120, OAR 345-015-0180, and OAR 345-015-0200 will serve as the required written request for work, as well as a description of the scope of work to be performed by Local Government under this Agreement. In the case of an applicant initiating consultation with the Local Government prior to submitting a notice of intent or request for expedited review but after the applicant has paid the required fee, or in the case of Local Government's requested compliance review or site inspection, ODOE will provide a detailed scope of the work to be performed by local government. In the case of a Special Advisory Group appointment, ODOE will provide a detailed scope of the work to be performed.

The work to be performed by Local Government is limited to Local Government's area of expertise as described in the memorandums to reviewing agencies, including, as applicable, evaluation of compliance with Local Government's permitting and regulatory requirements, and recommendations regarding EFSC findings and site certificate conditions. If specifically requested by Agency, Local Government will also conduct site visits, travel to participate in public hearings, perform field studies and provide consultation or expert testimony during site certificate contested case hearings.

Local Government must notify Agency in writing within 30 days of assignment of a new project lead.

Local Government agrees to cooperate with Agency's representative or designees to deliver work products in a manner which will allow Agency to meet the statutory timelines for documents under review. Information regarding these timelines is found in ORS 469.350, ORS 469.370 and ORS 469.373. Local Government agrees to meet the comment deadlines provided in the memoranda to reviewing agencies or other delivery schedules mutually agreed upon by Agency and Local Government, in writing. General information regarding Agency and Local Government's work in the review of energy facility site applications and related documents is found in ORS 469.300 through 469.507.

In the event Agency issues a stop work order to a project applicant for nonpayment, Agency will also issue a stop work order to Local Government, at which time Local Government shall cease all work on the named project.

EXHIBIT B

INSURANCE

[No required insurance]

EXHIBIT C

SUBCONTRACTOR INSURANCE

Local Government shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government 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 Local Government permit a contractor to work under a Subcontract when the Local Government 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.

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COMMERCIAL GENERAL LIABILITY:

☒ Required ☐ Not 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 per occurrence. Annual aggregate limit shall not be less than \$1,000,000.

AUTOMOBILE LIABILITY INSURANCE:

☒ Required ☐ Not required

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

☒ Required ☐ Not required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

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.

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ADDITIONAL INSURED:

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

WAIVER OF SUBROGATION:

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

TAIL COVERAGE:

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

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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 Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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



MOTION

SUBJECT: ODOE Amendment

I move to approve Amendment 2 to the Oregon Department of Energy Intergovernmental Agreement 19033-002.



PLANNING ITEM

Coyote Ridge Restriction Relocation

[STAFF MEMO](#)

[EXHIBITS - MAP & LEGAL FORM \(DRAFT\)](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Coyote Ridge Subdivision Restriction Relocation

TO: WASCO COUNTY BOARD OF COMMISSIONERS, TYLER STONE

FROM: KELLY HOWSLEY GLOVER, PLANNING DIRECTOR

DATE: JULY 3, 2023

BACKGROUND: The Coyote Ridge Subdivision Replat was approved under Planning Application File Number 921-18-000088-PLNG. The Notice of Decision, Condition #5 provided the following condition:

5. *Prior to approval on the final plat by the director, the owner will come to a decision on what street will provide access to proposed lots 4 & 5. The rear portion of these lots will illustrate on the final plat a 10 foot wide planting screen easement, across which there will be no rights of access.*

On the final recorded subdivision plat, the owners elected to apply the restriction to the eastern property lines, along Church Avenue.

Affected lots received physical development approval in Planning Applications File Numbers 921-22-000004-PLNG & 921-22-000005-PLNG. According to the submitted sitemaps, the applicant desired access off Church Avenue.

ISSUE: Coyote Ridge Properties, LLC has since developed these lots based on vehicle access provided from Church Avenue, and are requesting the Wasco County Board of Commissioners approve the relocation of the 10' wide planting screen & non-vehicle access restriction from the eastern property line of Lots 4 & 5 along Church Avenue, to the western property line along St. Charles Avenue.

RULE & ANALYSIS: Since the original subdivision plat was reviewed, approved and recorded, the Wasco County Planning Department believed the request to alter an existing restriction was likely outside of the Department's purview. The underlying issue has been reviewed by County Counsel and the Wasco County Surveyor where the following recommendations have been made:

1. Amending the final subdivision plat would not be appropriate as ORS 92.170 permits amending for errors. Replatting would be ineffective. Pursuant to the Wasco County Land Use and Development Ordinance Chapter 21 Land Divisions Section 21.090, "Replats will not act to vacate any recorded covenants or restrictions." In other words a replat will not effectuate the release of the original restriction.
2. A new restriction must be approved by the Board of County Commissioners and recorded with the Wasco County Clerk's Department. The new restriction must describe that the existing restriction along Church Avenue has been terminated, and a new restriction has

been applied along St. Charles Avenue. The new restriction would comply with the original condition of approval.

CONCLUSION: The Wasco County Planning Department requests that the Wasco County Board of Commissioners approve a new restriction for recording the relocation of the 10' wide planting screen & non-vehicle access restriction from the eastern property line of Lots 4 & 5 along Church Avenue, to the western property line along St. Charles Avenue.

See Attached Proposed Documents:

- (1) 10-FOOT WIDE PLANTING SCREEN AND NON-VEHICLE ACCESS RESTRICTION EXHIBIT; and
- (2) PLANTING SCREEN AND NON-VEHICLE ACCESS RESTRICTION AND TERMINATION OF AN EXISTING PLANTING SCREEN AND NON-ACCESS RESTRICTION

Kelly Howsley - Glover, Planning Director
Wasco County Planning

10-FOOT WIDE PLANTING SCREEN AND NON-VEHICLE ACCESS RESTRICTION EXHIBIT

NOTES

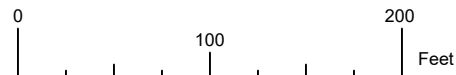
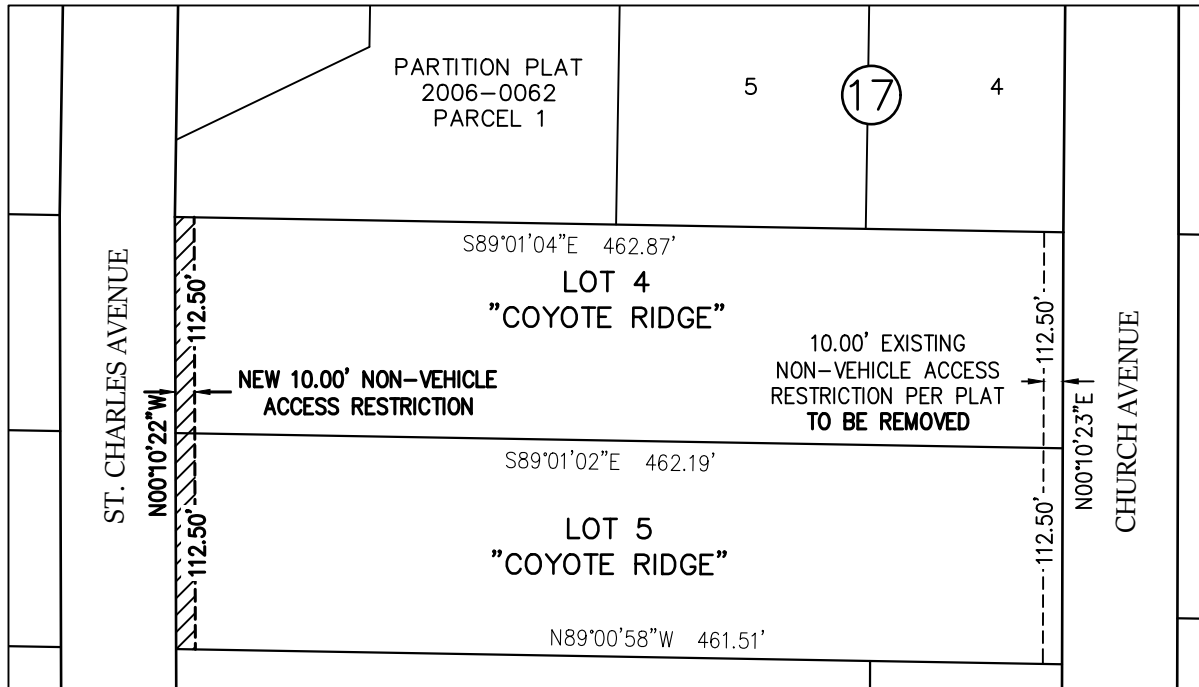
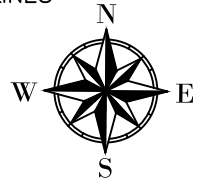
THE PURPOSE OF THIS EXHIBIT IS TO SHOW THE RELOCATION OF THE EXISTING 10-FOOT WIDE PLANTING SCREEN AND NON-VEHICLE ACCESS RESTRICTION PER NOTE 12 ON SHEET 5 OF "COYOTE RIDGE", RECORDED AS PLAT NO. 2021-020, WASCO COUNTY PLAT RECORDS FROM THE EASTERLY 10 FEET OF LOTS 4 AND 5 OF SAID PLAT TO THE WESTERLY 10 FEET OF SAID LOTS.

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, COUNTY OF WASCO, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WESTERLY 10 FEET OF LOT 4 AND LOT 5 OF "COYOTE RIDGE", PLAT NO. 2021-020, WASCO COUNTY PLAT RECORDS, AS MEASURED PARALLEL WITH THE WESTERLY LOT LINES OF SAID LOTS.

CONTAINING 2,258 SQUARE FEET MORE OR LESS



SCALE: 1"=100'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Samantha Kay Tanner

OREGON
MAY 26, 2015
SAMANTHA KAY TANNER
90079PLS

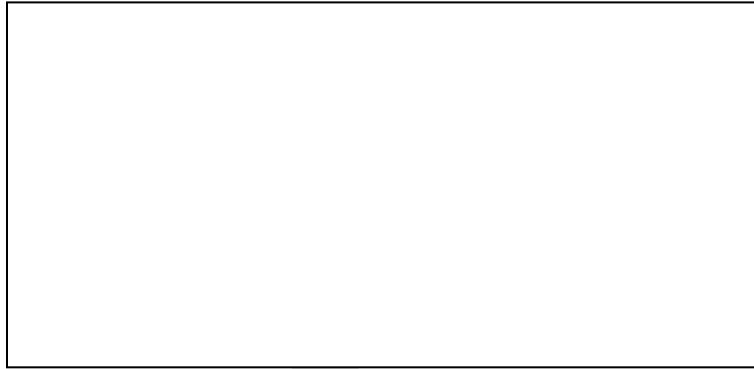
RENEWES 6/30/2024

CLIENT: COYOTE RIDGE PROPERTIES
921-18-000088-PLNG
PLOT DATE: 6/23/2023

PREPARED BY 45TH PARALLEL GEOMATICS, LLC
S. TANNER, 90079PLS

SHEET 1 OF 1

After Recording Return to:



**PLANTING SCREEN AND NON-VEHICLE ACCESS RESTRICTION AND TERMINATION OF AN
EXISTING PLANTING SCREEN AND NON-ACCESS RESTRICTION**

This Planting Screen And Non-Vehicle Access Restriction And Termination Of An Existing Planting Screen And Non-Access Restriction, upon full execution and recording hereof in the records of Wasco county, Oregon, shall take the place of and terminate that certain Planting Screen And Non-Vehicle Access Restriction, as created and shown on the recorded plat of "Coyote Ridge", Plat No. 2021-020, Wasco County Plat Records, under Note 12, Sheet 5, by Coyote Ridge, LLC, an Oregon Limited Liability Company.

In consideration of good and valuable consideration, the undersigned owner(s) of the following described restriction hereby terminate all terms and provisions for said Restriction denoted along the easterly 10 feet of Lots 4 and 5 of said Plat.

Coyote Ridge, LLC, owner of said Lots 4 and 5 of said Plat, does hereby grant to Wasco County a 10-foot wide Planting Screen And Non-Vehicle Access Restriction over the westerly 10 feet of said lots.

Legal Description and Map Exhibit, See Page 3.

In witness whereof, the parties hereto have hereunder set their hand and seals on the day and year as set forth in their respective acknowledgments. And this easement, covenant, and restrictions will be binding upon the undersigned heirs, successors, and assigns.

Executed this _____ day of _____, 20____.

By: _____

Member of Coyote Ridge, LLC

State of _____
County of _____

This instrument was acknowledged before me on this _____ day of _____,
20__ by _____, Member of Coyote Ridge, LLC.

Notary Public for _____
My Commission expires: _____

Executed this _____ day of _____, 20__.

By: _____

Wasco County Board of County Commission Chair

State of Oregon
County of _____

This instrument was acknowledged before me on this _____ day of _____,
20__ by _____, Wasco County Planning Director.

Notary Public for _____
My Commission expires: _____



MOTION

SUBJECT: Coyote Ridge Restriction

I move to authorize the Commission Chair to execute documents approving the termination of the 10 foot wide planting screen and non-vehicle access restriction from the eastern property line of lots 4 & 5 along Church Avenue and relocating said restriction to the western property line along St. Charles Avenue in the Coyote Ridge subdivision.



PLANNING ITEM

Housing Grant

[STAFF MEMO](#)

[LETTER OF SUPPORT](#)



MEMORANDUM

SUBJECT: DLCD Housing Grant

TO: WASCO COUNTY BOARD OF COMMISSIONERS, TYLER STONE

FROM: KELLY HOWSLEY-GLOVER, PLANNING DIRECTOR

DATE: 7/12/2023

The Planning Department paused housing related amendments to the Land Use and Development Ordinance pending the outcome of several proposed bills this legislative session. The outcome of legislation will require significant analysis and likely new revisions to the Comprehensive Plan.

The Planning Department is seeking a grant from the Department of Land Conservation and Development for \$53,000 to complete this work between the Fall of 2023 and Summer 2025. This funding will support not only a public involvement process and noticing, but also the analysis necessary to adjust any standards as well as identify housing needs for Wasco County. Staff will be working with various internal and external partners to complete this work. Staff anticipates bringing the final updates to the Land Use and Development Ordinance related to housing before the Board in June of 2025.

These revisions include opportunities for accessory dwelling units, single wide mobile homes, and clear and objective standards for review where appropriate. Staff will also be speaking to the community about short term rentals, accessory structure sizes, and any additional opportunities to meet housing needs.

The application requires a letter of support from the Board of County Commissioners to pursue the grant.



BOARD OF COUNTY COMMISSIONERS

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

Pioneering pathways to prosperity.

July 19, 2023

Grants Administrative Specialist
Department of Land Conservation and Development
DLCD.GFGrant@dlcd.oregon.gov

Housing Team and DLCD Staff;

The Wasco County Planning Department has the full support of the Board of County Commissioners in their pursuit of a Housing Planning Assistance Grant in support of their work to conduct the necessary analysis and amend the Wasco County Land Use and Development Ordinance consistent with recently revised ORS 197.307 (4).

Wasco County has invested significant resources over the last eight years amending our Comprehensive Plan and Land Use and Development Ordinance. Recent litigation as a result of the 2017 revision to ORS 197.307 (4) has the impact of requiring scrutiny of our Goals 5, 6, 7, and 10 work to support the new interpretation of clear and objective standards. The Planning Department's schedule to finalize housing criteria amendments has been delayed to allow these revisions to be incorporated. On the whole, the intent is to have an efficient, equitable Ordinance that maximizes housing opportunities where appropriate.

Thank you for your consideration,
Wasco County Board of Commissioners

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Phillip Brady, County Commissioners

THE

GORGE REGIONAL

TRANSIT STRATEGY



GORGE TRANSLINK

JUNE
2023

Acknowledgments

The Gorge Regional Transit Strategy was prepared by the Mid-Columbia Economic Development District in coordination with state, regional, and local partners in both Oregon and Washington including Oregon Department of Transportation (ODOT), Washington State Department of Transportation (WSDOT), Mt. Adams Transportation Services (MATS), Columbia Area Transit (CAT), Sherman County Transit, The Link, Skamania County Transit, and SW WA Regional Transportation Council.

The Mid-Columbia Economic Development District would like to thank the Gorge Regional Transit Strategy Advisory Committee, Stakeholder Advisory Group, and everyone who participated in the outreach events and surveys and provided insights and feedback.

The Advisory Committee included members of the Gorge TransLink in addition to other members to form a diverse, bistate group. A full list of people and groups that were engaged can be found at <https://gorgetranslink.com/gorge-transit-strategy/>.

The Mid-Columbia Economic Development District would also like to thank the Gorge TransLink transportation providers for their significant contribution to this process and for their heroic efforts each and every day to provide mobility and access to their communities. This project is partially funded by the Oregon Department of Transportation (ODOT) and WSDOT.

Project Management Team

Don Morehouse, ODOT Region 4
Bill Baumann, WSDOT SW Region
Kathy Fitzpatrick, MCEDD Mobility Manager
Susan Wright, Kittelson & Associates, Inc.

Advisory Committee

WSDOT: Chelsey Martin
ODOT: Valerie Egon
MATS: Sharon Carter, Norma Pickett
CAT: Amy Schlappi
Sherman County Transit: Kelsi Phillips
The Link: Jesús Mendoza
Skamania County Transit: Sophie Miller
ODOT Region 4 Transit Coordinator: Jovi Anderson
SW WA Regional Transportation Council: Dale Robins, Adam Fiss

Stakeholder Advisory Group

Public and Private Transit Providers
Tribal Representatives
Local Governments and Ports
Land Managers
Veterans Services Organizations
Hood River County Energy Council
State and Federal Government and Agencies
Health and Wellness Organizations
Higher Education
Local Employers
Local, Regional, and Federal Planning
Tourism and Outdoor Recreation
Historic Columbia River Highway
USDA Forest Service
Active Transportation Liaisons
Nonprofits and Community Based Organizations

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| 4. Conclusion | 27 |

Appendices

- Phase 1: Foundations Memo
- Memo 1: Public Involvement Plan
- Memo 2: Existing Framework
- Memo 3: Regional Travel Patterns, Transit Gaps, and Opportunities Analysis
- Memo 4: Vision and Funding
- Memo 5: Regional Transit Solutions
- Memo 6: Key Initiatives

The Gorge TransLink Providers



Columbia Area Transit (Hood River County)
Skamania County Transit
Mt. Adams Transportation Services
The Link Public Transit (Wasco County)
Sherman County Transit

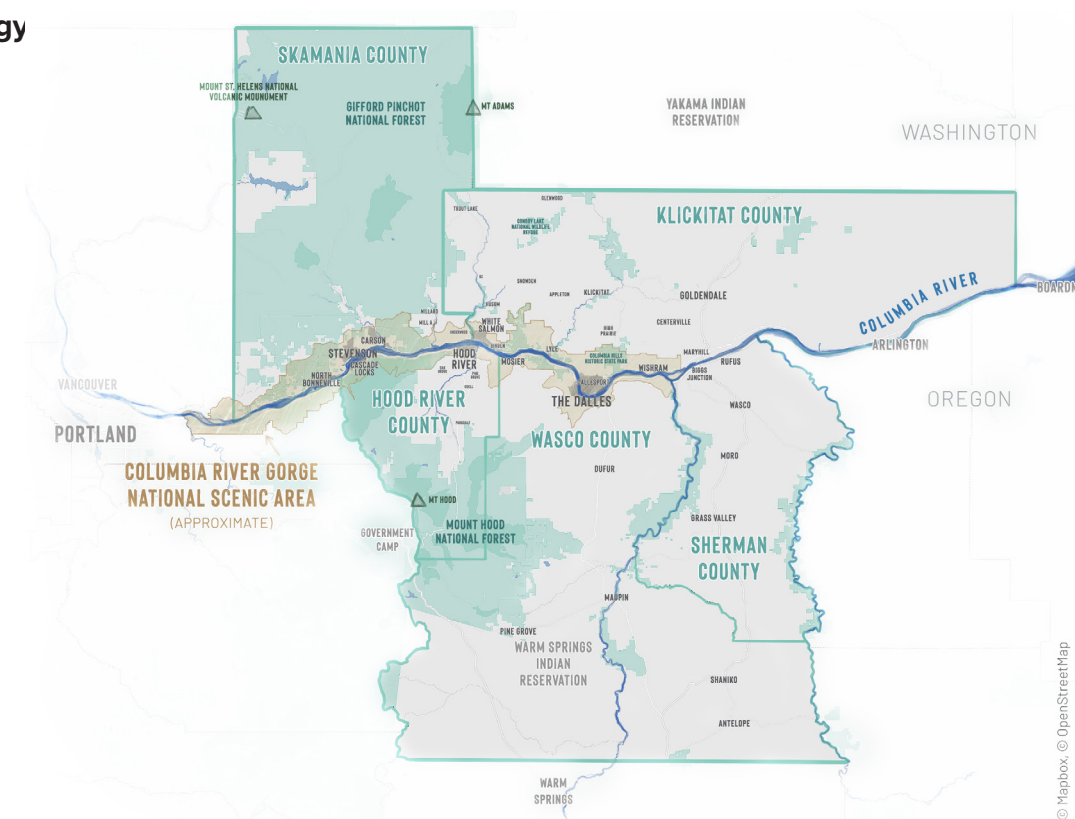
1 / Introduction

A CONNECTED, ACCESSIBLE GORGE

Why Do We Need to Expand Public Transit in the Region?

Transit is key to helping the region respond to the growing challenges of housing affordability, congestion, environmental degradation, workforce mobility, and the ever-increasing population in the Portland metro area. Aging populations in all five counties will continue to increase the need for transit access.

Strategy



What We Heard

“Achieve workforce equity by expanding regional transit.”
Member of the Goldendale Chamber of Commerce

...

“Public transit can increase access to education and training for those who are experiencing transportation-related barriers.” Staff at Columbia Gorge Community College

...

“One challenge is reducing the jurisdictional barriers regarding funding and bistate services.” Staff of Southwest WA Regional Transportation Council



Why Do We Need This Plan?

This project develops a roadmap for a regionally coordinated and integrated public transportation system in the Mid-Columbia River Gorge, a rural five-county, bistate region.

Although each transportation provider's authority ends at its county line, transit connections to neighboring counties are important. The region shares a common workforce and common geography. Residents regularly cross jurisdictional borders for many reasons.

For that reason, Columbia Area Transit (Hood River County), The Link (Wasco County), Sherman County Community Transit, Mt. Adams Transportation Services (Klickitat County), and Skamania County Public Transit formed the Gorge TransLink Alliance in 2010.

GORGE TRANS LINK'S PURPOSE

- 1 Enhance the ability of members and their respective governing bodies to work towards **improving connections** within and between Hood River, Wasco, Sherman, Skamania, and Klickitat Counties.
- 2 **Address gaps** in public transit routes and barriers to using public transit in the Gorge.
- 3 **Improve public education** and understanding of transit services.
- 4 Provide **seamless, high-quality transit service** to all residents. and visitors.

This document includes prioritized and actionable strategies and recommendations, including a transit map that clearly articulates the Region's vision of a successful regional transit system.

This plan is a flexible, living document developed with input from state, regional, and local partners. The strategies focus on enhancing the regional network and coordination activities. They are intended to support the current and future plans of each of the five transportation providers of the Gorge TransLink and not conflict with local planning documents.

What Stands in the Way of Taking Transit in the Gorge Today?

Transit in the Gorge region today is limited mostly by service gaps. This might mean service that doesn't run early enough or late enough, that doesn't reach desired destinations, or that fails to make timely connections with other service lines.

Transit gaps and opportunities in the region were identified through an inventory of existing conditions; by assessing current and future resident or visitor travel patterns within and connecting to the project area; through public input from an online open house; and by reviewing gaps from the Phase 1: Foundations Memo.

- There is limited service on evenings and weekends and there are long headways that can make it difficult to catch the bus when you need to or transfer smoothly between routes (the public's highest priority is to help residents access places they need to go).
- There are gaps in local services and regional connections across the region.
- There are gaps in first mile/last mile access and geographical constraints that make it challenging for people to ride transit in the Gorge.
- There's a need for a better platform for coordination between public and private providers and community partners to improve transit service and delivery.

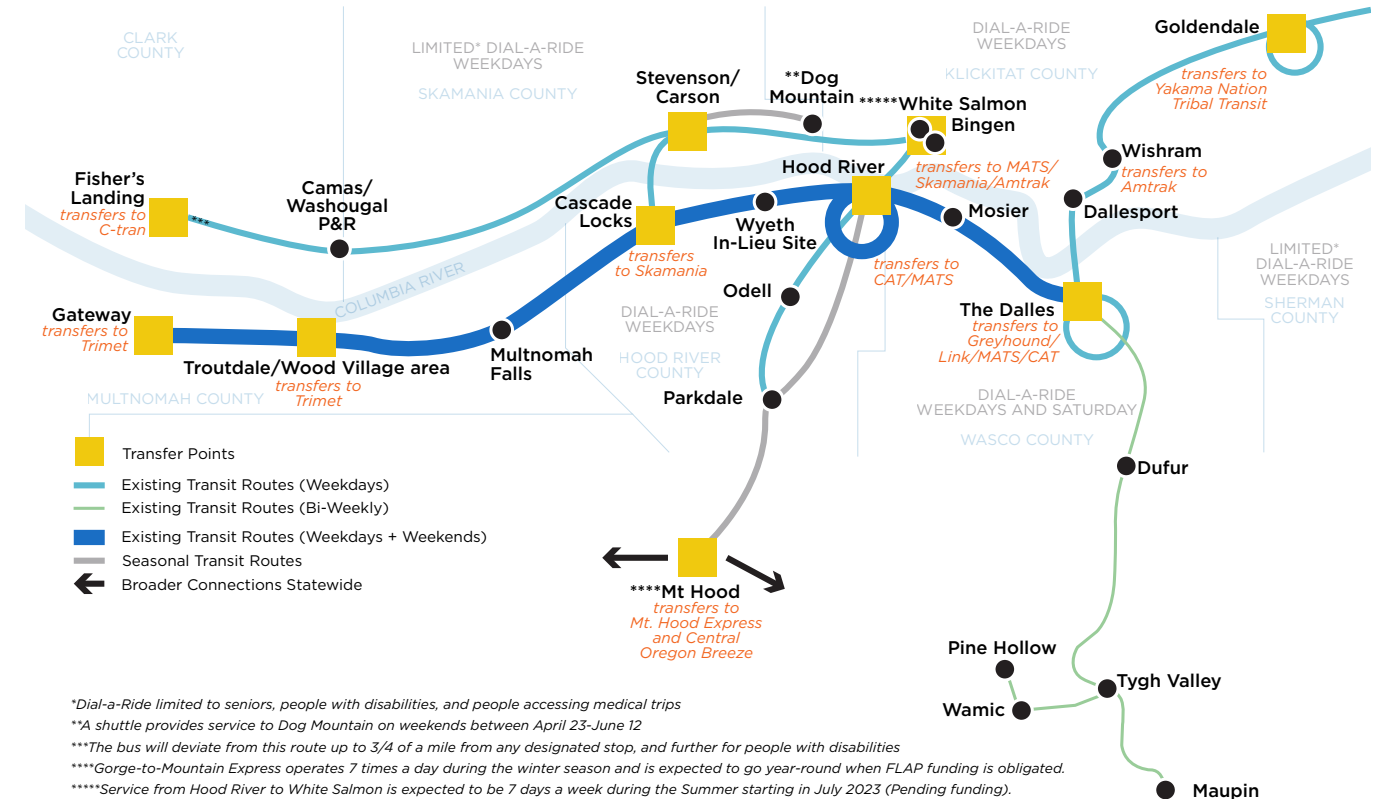
PRIORITY DESTINATIONS THE PUBLIC IDENTIFIED NEEDING BETTER TRANSIT ACCESS INCLUDE:

- Columbia Gorge Community College campuses
- Native American In-lieu and Treaty Fishing Access Sites
- Healthcare facilities in the Portland Metro Area, particularly for medical rides that are not reimbursable
- Lyle, Warm Springs, and Trout Lake

ADDITIONAL GENERAL DESTINATIONS THAT NEED TRANSIT ACCESS INCLUDE:

- Urbanized areas throughout the five counties to provide regional transit opportunities
- Local circulators to expand access within communities and facilitate connections between local and intercity routes
- Recreational areas including trailheads, wineries, and museums

Existing Transit Service



THERE ARE BARRIERS TO PROVIDING COMPREHENSIVE TRANSIT IN THE REGION INCLUDING:

- Lack of transit and active transportation infrastructure
- Lower population density in rural areas
- Lack of new funding sources
- Dispersed geography and limited parallel routes within the region
- The seasonality of tourism and recreation
- A need for more marketing, branding, and public awareness of existing services
- Limited staff resources

What We Did in Phase 1

Phase 1 concluded in Winter 2021. This first phase focused on strengthening partnerships, analyzing local transportation plans in the Columbia Gorge, and developing a collective regional vision.

The main objective of Phase 1 was to combine the goals, policies, and priorities of local transportation planning efforts. Together, these serve as the foundation for the work of the regional collaborators to develop the vision and goals that guide the implementation strategies for Phase 2.

Phase 2 Objectives

Based on the Phase 1 vision and goals, Phase 2 focused on a more comprehensive implementation strategy. This included further data analysis, funding and financial planning, assessment of potential regional organizational structures, and operational and policy strategies.

This strategy focuses on planning for regional transit service, decisions about local routes and dial-a-ride service are made by individual providers.

LEARN MORE

Learn more about the outcomes of Phase 1 in the [Phase 1: Foundations memo](#).

GORGE TRANS LINK HAS ACCOMPLISHED A LOT IN THE LAST FEW YEARS!

Klickitat County launched fixed routes in 2018 and has already expanded their hours and frequencies.

The Link Public Transit (Wasco County) launched its first fixed route service in 2019 and is now running three routes.

Skamania County extended its routes to Klickitat County and across the river into Cascade Locks, Oregon in 2021, providing connections to the regional system.

CAT (Hood River County) increased the number of routes providing access to essential destinations and recreation, seasonally and year-round in 2019.

The Gorge TransLink developed a fare system (GOrge Pass) for riders to use for fixed-route transit across providers in 2021.

Sherman County Community Transit has recently received more grant funds to expand their facilities and their services.

With additional resources and streamlined decision-making, Gorge Translink can accomplish even more.

Dog Mountain, WA



2 / Vision

VISION

Public transit supports thriving Columbia River Gorge communities by providing access to critical services, higher education, jobs, and outdoor recreation while protecting the natural wonders of the Gorge.

Goal Area: Community and Economic Vitality

Public transit in the Columbia River Gorge supports community livability and economic vitality by supporting business and housing development, the multimodal transportation system, workforce mobility, and regional resiliency.

- Transit provides workforce mobility.
- Transit supports the local and regional economies.
- Transit provides access to outdoor recreation for residents and visitors.
- Transit reduces the need for expensive parking infrastructure within communities.
- Transit mitigates traffic congestion and dangerous traffic conditions.
- Transit supports multimodal connectivity.
- Transit supports local and regional disaster response.
- Transit supports local planning efforts to develop affordable communities.

Goal Area: High-Quality Service and Experience

Public transit in the Columbia River Gorge provides all residents and visitors with seamless and equitable access to community resources and to key connection points.

- Transit service is reliable, seamless, and coordinated.
- Transit service is as convenient as driving a private vehicle.
- Transit provides service to key connection points within and outside of the region.
- Transit service is equitable and affordable, prioritizing underserved and diverse communities while making them feel welcome and safe.
- The transit network of providers has high organizational capacity.

Goal Area: Environmental Stewardship

Public transit in the Columbia River Gorge protects the natural environment.

- Transit is used in combination with other tools to protect our natural resources by reducing overcrowding at popular recreation areas.
- Transit reduces Green House Gas emissions by moving more people with efficient and low/no-emission vehicles.
- Transit reduces the need for large parking lots in our pristine natural areas.

Goal Area: Financial Sustainability

Public transit in the Columbia River Gorge is financially sustainable, expanding operations with increased capacity and new funding sources.

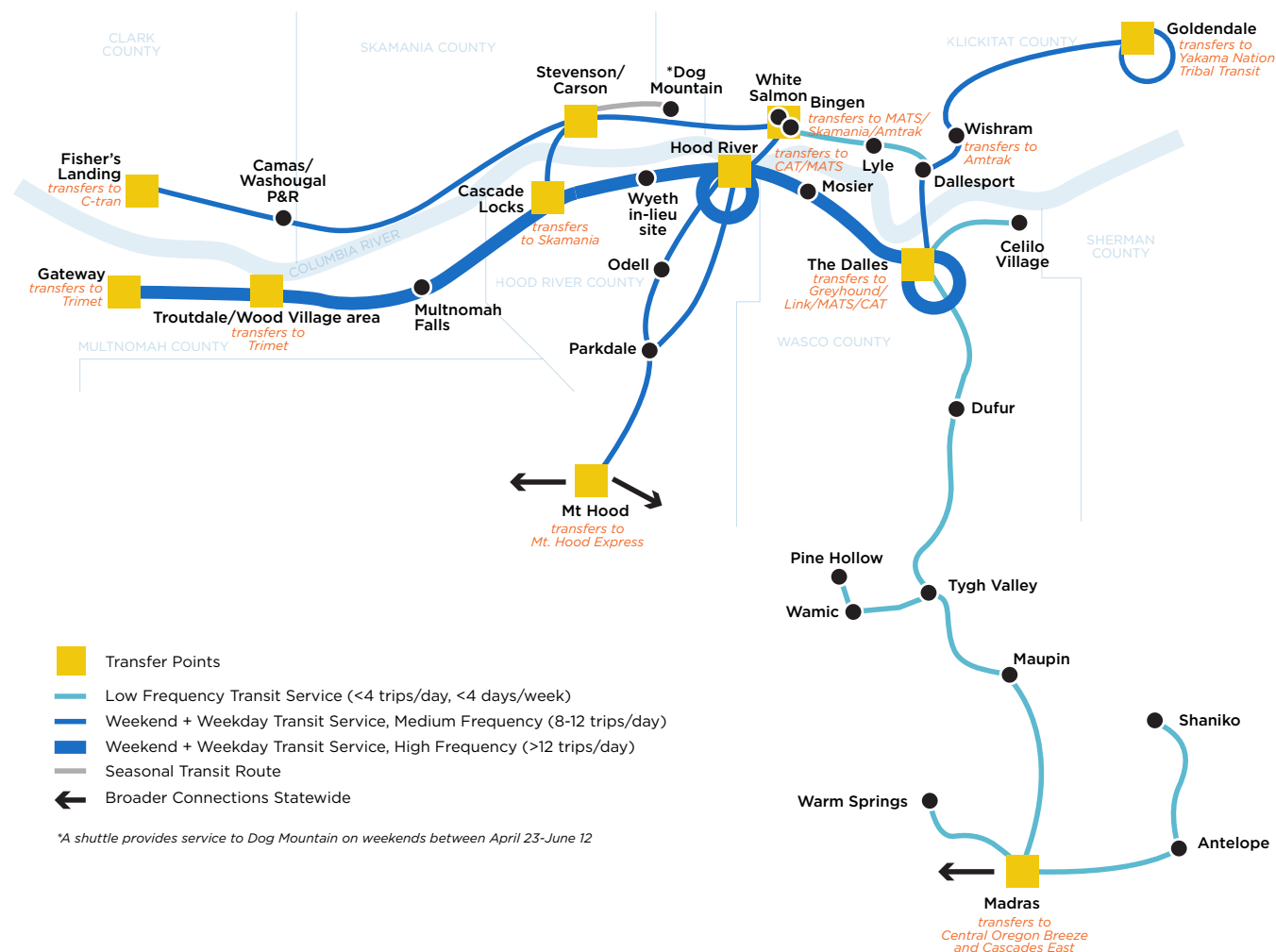
- Transit has new, sustainable, and diversified funding sources.
- Transit providers coordinate services, providing cost efficiencies.
- Transit has the capacity and funding levels necessary to achieve other goal areas.



White Salmon, WA

MAKING THE VISION A REALITY

Preferred Regional Transit Strategy Map



The map above illustrates the preferred strategy for making progress towards the vision. The map was developed based on an analysis of gaps and opportunities and discussions with the project advisory groups.

Cities and communities that are already served by transit or that were included in adopted local planning documents were included on the map. Additional key stop locations/communities to serve were added through the vision refinement process conducted with advisory groups.

The Strategy: Accessibility

This preferred strategy map represents a potential service level vision that includes service seven days a week on most routes, with a target of 60-90 minute frequency service along each route and a new direct

connection from White Salmon to Dallesport. To achieve this level of service, additional funding is required. Higher levels of service are needed to fully implement the vision in the longer term.

To implement the regional vision, the Gorge TransLink partners and local agencies need to work together to expand local transit routes; coordinate timetables with each other; increase the area that can be reached by carshare, vanshare, and carpools; and expand access to local taxis to provide connections to/from regional transit.

Gorge TransLink is constantly working to improve transit in the region. They are already working on some of the initiatives included in this document, and some may be complete before the plan is adopted!

3 / Implementation

SUPPORTING TRANSIT ACCESS THROUGH GOVERNANCE

This section documents short- and long-term implementation actions to expand governmental capacity to provide transit service. Five governance scenarios (described on p 14) were explored and screened with reference to the Status Quo according to their ability to:

- Improve system clarity for customers and the general public
- Provide government accountability, oversight, and policymaking
- Support regional equity
- Improve operational efficiency
- Reduce agency staff burden and share staff expertise
- Increase funding opportunities

Each scenario would have to be explored further before long-term implementation. **Forming a policy level board, such as a Regional Transit Advisory Board, is a key short-term action needed to help implement the vision and make decisions about longer term governance.**


LEARN MORE

[Memo 5: Regional Transit Solutions](#) provides details on potential governance scenarios and documents their evaluation.




Wasco County, OR


Governance Scenarios Considered to Help Facilitate Coordination, Decision-Making, and Increase Funding




Opportunity to increase fare box revenues




Opportunity to increase ad and fundraising revenue



Introduction of tax levy



Allocation of additional state or federal revenue



Opportunity to increase federal grant disbursements

ENHANCED STATUS QUO

The Gorge TransLink would update guiding documents and provide modest changes to enhance efficiency, effectiveness, and oversight. The increased clarity of roles could help with regional decision-making. The updates could provide an established format for elected officials to interact. The enhanced status quo would provide sustainable funding for Gorge TransLink staff.



TRANSIT ADVISORY BOARD

A Regional Transit Advisory Board (TAB) would be established. There are levels of oversight and authority that could be given to the TAB based on the consensus of all parties involved. The TAB would improve elected oversight of regional decision-making processes and provide a central forum for prioritizing transit initiatives and projects.



JOINT DISTRICTING OR SINGLE-COUNTY DISTRICTS

Joint or Single-County Districts would be formed. These districts would continue to be separate agencies with transit management responsibilities but would have potential to increase local revenue generation across the region. These options could be combined with the TAB or the Regional Cooperative or Transportation Management Organization (described below).



REGIONAL COOPERATIVE OR TRANSPORTATION MANAGEMENT ORGANIZATION

A Regional Cooperative or Transportation Management Organization would be formed as a separate legal business entity and could encompass counties in both Oregon and Washington. These entities could centralize many functions, improve public transparency, and enhance stewardship and oversight by regional elected officials in a single forum. There could still be a separate co-op board and staff and the current transit agencies could be the owners of the co-op.



BISTATE GOVERNMENTAL AGENCY

A Bistate Governmental Agency would be an entity created through legislation rather than an interagency agreement. The legislation could designate the agency as the region's service provider, rather than having a separate agency for each county. This option would provide enhanced elected oversight at the regional level and centralize all planning and operating decisions. Creating a bistate district would require legislation in both states.



Short-Term Action

FORM A TRANSIT ADVISORY BOARD (TAB)

Forming a TAB would create a policy-level forum for the region to help implement the short-term aspects of the regional strategy and further explore options for a centralized transit organization for the region, such as a regional cooperative, transportation management organization, or new bistate governmental agency.

The board would be created with memorandums of understanding or interagency agreements signed by all partners that would define its roles, responsibilities, and decision-making authorities for the regional transit program. The board's purpose would be to provide policy-level input on regional transit plans, programs, and initiatives; to prioritize regional transit projects; and to recommend plans and strategies for ultimate adoption by each county's decision-making body.

Alternatively, the board could be vested with the authority to approve regional transit plans and projects outright. Bylaws would be written to describe board member eligibility and expectations, member dues, officers, meetings, and rules of procedure. Decisions for forming a TAB and by the TAB would be achieved through the consensus of all parties involved.

Identifying sustainable funding sources for a mobility manager is critical to ongoing work of the TransLink Alliance and an essential goal of the governance implementation actions.

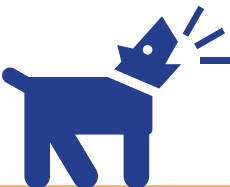
LEARN MORE
Memo 6: Key Initiatives documents why forming a TAB is recommended, a potential process for forming one, what steps the TAB could take to increase funding, and actions the TAB can support to improve regional coordination and transit service opportunities.



Hood River, OR

STEPS FOR FORMING A TRANSPORTATION ADVISORY BOARD (TAB)

| | | |
|----|---|---|
| 1 | Appoint Facilitator | Identify a formational coordinator who will facilitate initial work sessions until the TAB is approved and a TAB manager is selected. |
| 2 | Work Session 1: Regional Transit Summit | The Mid-Columbia Economic Development District (MCEDD) will convene a Regional Transit Summit. The first work session will include presenting the background and recommended key initiatives from the Gorge Regional Transit Strategy (GRTS) project, explaining “Why a TAB?” and discussing proposed TAB structure and representation. |
| 3 | Draft TAB Memorandum of Understanding (MOU) | Prepare a Draft MOU based on Work Session 1. |
| 4 | Final TAB MOU | Finalize MOU and coordinate signatures. |
| 5 | Draft TAB Bylaws | Prepare draft to include with agenda packet for Work Session 2. |
| 6 | Draft TAB Biennial Work Plan | Prepare draft to include with agenda packet for Work Session 2. |
| 7 | Draft Technical Committee Charter | Prepare draft and circulate to existing staff-level group for review and comment. |
| 8 | Work Session 2: Initial TAB Meeting | The agenda for Work Session 2 would include discussing the draft TAB bylaws, work plan, and Technical Committee charter. |
| 9 | Final Draft Bylaws, Work Plan, Technical Committee Charter | Refine draft documents to reflect Work Session 2 discussions and circulate to parties for review and comment. |
| 10 | Work Session 3: TAB Meeting | The agenda for the third work session would include approving the bylaws, biennial work plan, Technical Committee’s charter, and TAB manager, establishing a regular meeting schedule and having a presentation on a regional issue. |
| 9 | Begin Monthly Technical Committee Meetings | A typical agenda would include coordinating any route, schedule, stop changes, working on topics in the charter, or as assigned by the TAB, and preparing for upcoming TAB meetings. |
| 10 | Begin Quarterly TAB Meetings | A typical agenda would include reviewing the TAB manager’s report, the Technical Committee chair’s report, and presentations/updates/ discussion on work plan topics. |



Wasco County, OR

Long-Term Actions
EXPLORE OPTIONS FOR A CENTRALIZED TRANSIT ORGANIZATION FOR THE REGION

Options for a more centralized transit organization for the region, such as new transportation districts, a regional co-op or transportation management organization, or a new bistate governmental agency, would lift the administrative burden of transit programs from existing partner agencies.

Benefits of this approach include:

- Potentially greater staff-level expertise than is currently possible, since staff at county agencies must often wear multiple hats.
- Economy of scale for the region in nearly all aspects of transit program delivery: planning, purchasing, operating, contracting, maintenance, etc.
- Potential to increase local funding

The TAB would be responsible for further exploring opportunities to form a new centralized transit organization for the region and the counties would be responsible for exploring opportunities to create county transportation districts to increase local funding generation opportunities.

LEARN MORE
Memo 5: Regional Transit Solutions provides details on the full list of potential initiatives to address gaps and opportunities. It also identifies which governance model(s) facilitate these initiatives and the recommended implementation time frame.

WORKING TOGETHER ON THE KEY STOPS AND PLANNING DECISIONS

This section documents regional coordination, infrastructure, and information implementation actions.

Regional Stops

Transit travel between communities across county lines can require long waits or overnight stays in remote areas to make a transfer between service providers. When providers change the location of a stop or make schedule adjustments at that stop, it can have partner system impacts that create problems for intercounty travelers.

There are limited local transit and active transportation infrastructure connections supporting connections to local and regional transit. Dial-a-ride, park-and-rides, mobility hubs, electric bikes, electric carshares, and carpools, particularly at regional stops, can help provide these connections and serve rural areas. Active transportation improvements should be made to transportation infrastructure so it is comfortable for people of all ages and abilities and meets Americans with Disabilities Act accessibility standards.

Although greater frequency is needed to optimize transfers and minimize wait times, coordinating between Gorge TransLink members, Amtrak, and Greyhound can improve the ability to travel between counties and increase the number of trips that do not require a transfer. The table below describes steps for establishing and maintaining regional stops and increasing service coordination at these locations.

STEPS FOR REGIONAL STOP COORDINATION

| | | |
|---|------------------------------------|--|
| 1 | Identify Regional Stops | Hold a work session across providers to identify regional stop locations. |
| 2 | Create New Regional Stops | Provide a standing agenda item on TAB Technical Committee agendas for route and schedule coordination. |
| 3 | Enhance Regional Stops | Provide branded shelters, timetables, and other amenities at each regional stop location by 2025. |
| 4 | Maintain Regional Stops | Create a regional procedure for who will maintain the regional stops. |
| 5 | Coordinate before Relocating Stops | Create a regional procedure for communicating and coordinating upcoming schedule changes. |



Stevenson, WA

Data Collection

A uniform process for collecting, recording, storing, and reporting passenger information and operational data across counties should be created. This data could help support applications for grant funding and inform route planning. The table below describes steps for standardizing and utilizing data collection.

STEPS FOR DATA COLLECTION

| | | |
|---|------------------------------------|--|
| 1 | Inventory Existing Data Collection | Inventory existing data collection tools and methodologies. |
| 2 | Standardize Data Collection | Identify performance metrics and create consistent methodologies for tracking those metrics across providers. |
| 3 | Track Regional Performance | Create a performance monitoring process that tracks regional ridership, costs, and benefits of transit travel in the region. Each member agency will provide consistent, periodic data on ridership, routes, and vehicles to track performance. |
| 4 | Distribute Data | Establish data accessibility and management responsibilities. |

INCREASING AWARENESS OF THE PUBLIC TRANSPORTATION OPTION AND HOW TO USE IT

This section documents the actions needed to increase the public’s awareness of public transit and make it easier for people to understand how to use transit.

Consistent Branding and Policies

Implement consistent branding of buses and stops, naming conventions for transit routes, and rider policies. The table below describes steps for establishing consistent branding and policies.

STEPS FOR ESTABLISHING CONSISTENT BRANDING AND POLICIES

| | | |
|---|--------------------------|---|
| 1 | Branding | Consistent branding of vehicles and bus stops supports public awareness of services. Provide consistent design standards and/or level of amenities at bus stops. Branding can include service area and phone numbers (e.g., include the cities served and share the phone number of the TransLink Phone Platform). |
| 2 | Route-Naming Conventions | Establish route-naming conventions across providers that inform riders about the service the route provides. |
| 3 | Policies | Create consistent rules and guidelines regarding rider behavior, pets and service animals, bicycle transport, holiday service days, and operation schedules. Appendix C summarizes existing rider policies across service providers and recommends draft-aligned policies. |

Marketing and Education

Additional strategies are needed to improve public recognition of the transit system.

The customer experience can be improved by enhancing marketing and education materials and consolidating transit resources so riders can gather information across services from a single, printable web page. The steps for implementing this strategy are described in the table below.

STEPS FOR ENHANCING MARKETING AND EDUCATION

| | | |
|---|---|--|
| 1 | Gather Information about Existing Transit Service | Gather detailed information about existing transit service and policies across providers. |
| 2 | Create Clear and Concise Transit Resources | GORge Pass: Continue offering the GORge Pass to facilitate paying for transit across providers. Simplify Fare Payment: Align fare payment systems and prices across providers. Gorge TransLink Online Platform: Continue building a stronger online presence for travel resources at http://www.gorgetranslink.com . Ensure that information about all providers’ routes is available directly on the website for smooth user experience. Improve the ease of using the trip planning tool, and support route integration across providers in Google Maps. Gorge TransLink Phone Platform: Implement an automated phone information system with the same call-in number for all five transit agencies. This automated phone system can make it easier for passengers who use dial-a-ride to get pickup times and cancel appointments. It can also provide information about routes and schedules, such as the next time a bus is scheduled to be at a specific stop. This will likely require all providers to use the same dispatch software for demand-response services. |
| 3 | Educate Riders and Customer Service Representatives | Travel Training: Continue offering travel training in Wasco and Hood River counties and expand the service to Klickitat, Skamania, and Sherman counties. Customer Service Training Program: Provide an annual training session on regional pass sales and customer service strategies for staff at all Gorge TransLink member organizations and for staff of higher education, local businesses, recreation managers, tourism organizations, and human services.. |
| 4 | Advertise Services | Marketing Campaigns: Market services through websites, social media, local newspapers, printed signs and banners, radio interviews, and/or direct mail. Public Information Coordinator: Create an additional part-time position dedicated to managing outreach and external communication efforts. This coordinator would be responsible for working with media consultants on outreach materials, managing the Gorge TransLink website, drafting key public messages for review and approval, preparing periodic press releases, providing radio and television interviews, implementing and managing a single-call information service, presenting to local agencies and organizations, and serving as a community organization. |
| 5 | Update Information about Existing Transit Service | Ensure materials are kept up to date as routes, schedules, and policies are updated. |

FILLING THE GAPS IN REGIONAL TRANSIT

The table on the following pages summarizes existing service levels, service level increases needed to implement the regional strategy map, coordination needs, implementation needs, and paratransit requirements for each route according to the regional strategy map.

The primary themes are summarized below:

- The service vision includes adding lifeline service (<4 trips/day, <4 days/week) for the following routes:
 - The Dalles – Dufur – Tygh Valley – Maupin – Madras (with connections to Warm Springs, Shaniko, and Antelope)
 - The Dalles – Celilo Village
 - Bingen – Lyle – Dallesport
 - Providing weekend service across routes and expanding service hours in the evening is a need for many routes.

Each route update includes a time frame for implementation:

- The Short-Term Horizon includes updates that could be implemented by redistributing resources or identifying smaller grants, or that are already planned for near-term updates by agencies.
- The Medium-Term Horizon includes high-priority updates that would require substantial additional funding, such as adding weekend and expanding evening service.
- The Long-Term Horizon includes updates that require substantial additional funding and are secondary priorities.

The Key Initiatives for enhancing service include:

- Expand capacity to provide transit service: identify public and private partners that support expansion of transit service.
- Provide service seven days a week across the I-84 and SR-14 routes within all counties. This includes:
 - Increasing service along The Dalles – Hood River route to match the frequency of the Columbia Gorge Express
 - Adding weekend service to the Bingen – Vancouver, Goldendale – The Dalles, and White Salmon – Bingen – Hood River routes
 - Taking action to creating routes between Bingen – Lyle – Dallesport and The Dalles – Celilo Village routes with weekend service
- Explore opportunities for fleet electrification: converting vehicle fleets to hybrid and electric vehicles requires vehicles with sufficient range and proper charging stations. In the long term, electric vehicle fleets can help reduce both maintenance and fueling costs. Pursuing grant funding to support electrification initiatives and constructing charging and alternative fueling facilities supports the purchase of hybrid or fully-electric vehicles.

The Vision for Future Service: Coordination and Implementation

| Route | Existing Service Level | Vision for Future Service Level | Coordination and Implementation Needs | Paratransit Requirements | Time frame for Implementation (Short-Term, Medium-Term, and Long-Term) |
|---|---|---|--|--|--|
| Hood River – Local Routes | Hood River Every day 7:45 a.m.-7:15 p.m. 16 trips/day | Expand evening service Create new local routes Increase frequency | Coordinate major stops and schedules to facilitate transfers between services | Local fixed-route service: Paratransit service is required Currently met by providing complementary paratransit | Medium-Term |
| Hood River – Mosier – The Dalles | The Dalles 6:45 a.m.-6:15 p.m. Service hours and frequency are reduced on weekends. 4 trips/day | Add evening service Increase frequency to at least 12 trips/day | Coordinate schedule to maximize efficiency transferring to the Columbia Gorge Express Identify funding to provide additional frequency and evening service | Intercity route: Paratransit service not required | Medium-Term |
| Hood River – Cascade Locks – Multnomah Falls – Troutdale – Portland | Columbia Gorge Express Every day 5:30 a.m.-7:30 p.m. Up to 11 trips/day | Expand evening service Add strategic stops | Identify funding and expand staff to extend evening service | Intercity route: Paratransit service not required | Long-Term |
| Hood River – Odell – Parkdale | Upper Valley Weekdays 7:10a.m.-6:30 p.m. 7 trips/day | Add weekend service Expand evening service Increase frequency | Identify funding and expand staff to extend evening service and add weekend service | Intercity route: Paratransit service not required | Medium-Term |
| Hood River – Bridge of the Gods | Cascade Locks Weekdays 11:25 a.m.-12:15 p.m. and 6:30-7:20 p.m., 2 trips/day ¹ | Understand local needs better | Identify funding and expand staff to extend evening service | Intercity route: Paratransit service not required | Medium-Term |
| Hood River – Parkdale – Mt. Hood | Gorge-To-Mountain Express Seasonal ² | Provide year-round service | Identify funding and expand staff to provide year-round service | Intercity route: Paratransit service not required | Short-Term |
| Hood River – Dog Mountain | Dog Mountain Shuttle Seasonal Weekends 6:50a.m.-5:50 p.m. 2 trips/day between Hood River—Dog Mountain, every 30 min between Skamania Fairgrounds – Dog Mountain | Increase frequency between Hood River-Dog Mountain | Identify funding and provide more frequent service between Hood River-Dog Mountain Coordinate schedule to maximize efficiency transferring to and from the Columbia Gorge Express | Intercity route: Paratransit service not required | Short-Term |

1 This route includes overlapping segment with the Columbia Gorge Express.
2 CAT recently received a grant to convert this service to year-round.

| Route | Existing Service Level | Vision for Future Service Level | Coordination and Implementation Needs | Paratransit Requirements | Time frame for Implementation (Short-Term, Medium-Term, and Long-Term) |
|--|--|---|---|--|--|
| White Salmon – Bingen – Hood River | White Salmon to Hood River Loop Weekdays 7 a.m.-7 p.m. 9 trips/day | Add weekend service Expand weekday service | Investigate providers to contract weekend service | Intercity route: Paratransit service not required | Medium-Term |
| The Dalles – Local Routes | Blue Line Weekdays 16 trips/day 7:00 a.m.-5:25 p.m. Saturday 5 trips/day 9:00 a.m.-3:25 p.m. | Add weekend service Expand weekday service | Coordinate major stops and schedules to facilitate transfers between services Coordinate schedule to maximize efficiency transferring to and from the Columbia Gorge Express | Local fixed-route: Paratransit service is required Currently met by providing deviations | Medium-Term |
| | Red Line Weekdays 10 trips / day 7:00 a.m.-5:25p.m. | | | | |
| Maupin – Wamic – Pine Hollow – Tygh Valley – Dufur – The Dalles | South County Shuttle Tuesdays and Thursdays 2 trips/week | — | — | Intercity route: Paratransit service not required | N/A |
| Madras – Maupin – Wamic – Pine Hollow – Tygh Valley – Dufur – The Dalles (with connections to Warm Springs, Shaniko, and Antelope) | — | Add service <4 trips/day, <4 days/week | Pursue funding for lifeline service, time to facilitate regional transfers | Intercity route: Paratransit service not required | Long-Term |

| Route | Existing Service Level | Vision for Future Service Level | Coordination and Implementation Needs | Paratransit Requirements | Time frame for Implementation (Short-Term, Medium-Term, and Long-Term) |
|-----------------------------|--|---|--|--|--|
| The Dalles – Celilo Village | — | Add service <4 trips/day, <4 days/week | Pursue funding for lifeline service, time to facilitate regional transfers | Intercity route: Paratransit service not required | Medium-Term |
| Goldendale – Local Route | Goldendale to The Dalles Weekdays 7a.m.-7p.m. 4 trips/day | Add weekend service | Investigate providers to contract weekend service | Local fixed route: Paratransit service is required Currently met by providing dial-a-ride | Medium-Term |
| Bingen – Vancouver | Bingen - Stevenson - Vancouver Route Weekdays Service hours and frequency vary by route segment. | Add weekend service Increase frequency to at least 8 trips/day | Investigate providers to contract weekend service | Intercity route: Paratransit service not required Deviations are still provided to expand service area | Medium-Term |
| Bingen – Lyle – Dallesport | — | Add service <4 trips/day, <4 days/week | Pursue funding for lifeline service, time to facilitate regional transfers | Intercity route: Paratransit service not required | Medium-Term |



Source: Wikimedia Commons, by Mark Wagner - Own work, CC BY 2.5

4 / Conclusion

A THRIVING, ACCESSIBLE REGION

- ...For the workers needing access to jobs
- ...For the recreation sites congested with vehicles
- ...For the students seeking higher education
- ...For our veterans, our older adults, our youth, and our residents with permanent or temporary mobility challenges
- ...For the people who want to reduce their environmental impact

Providing high-quality transit service to critical destinations, higher education, jobs, and outdoor recreation promotes community, economic vitality, environmental stewardship, and financial sustainability. By working together, members of the Gorge TransLink Alliance can coordinate services and leverage one another's work to create a more connected Gorge region for all their riders.



Klickitat County, WA



Gorge Translink

<https://gorgetranslink.com/>

2011

CLARK COUNTY

SKAMANIA COUNTY

Klickitat County

Fisher's
Landing

Camas/
Washougal
P&R

Stevenson/
Carson

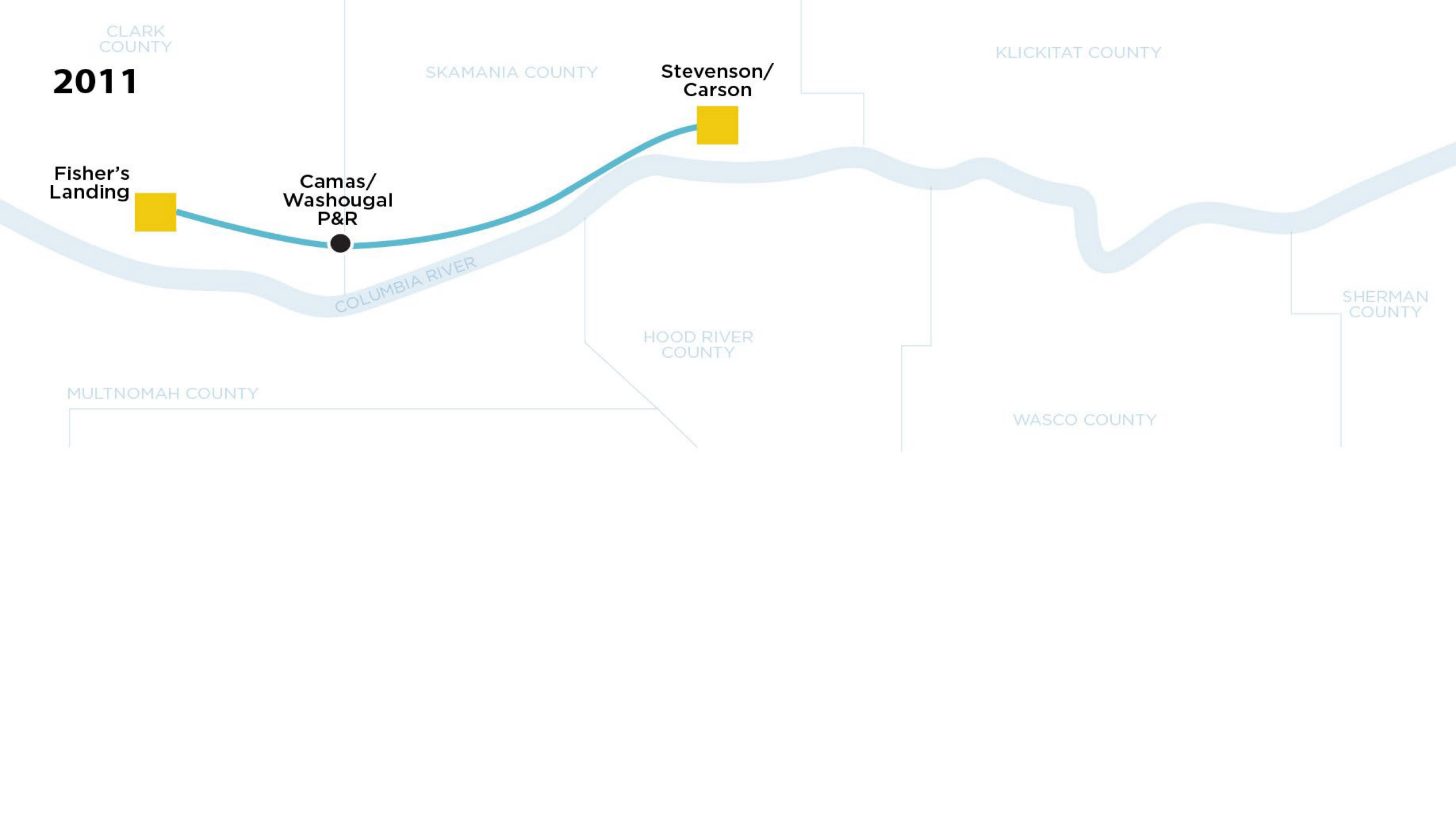
COLUMBIA RIVER

HOOD RIVER
COUNTY

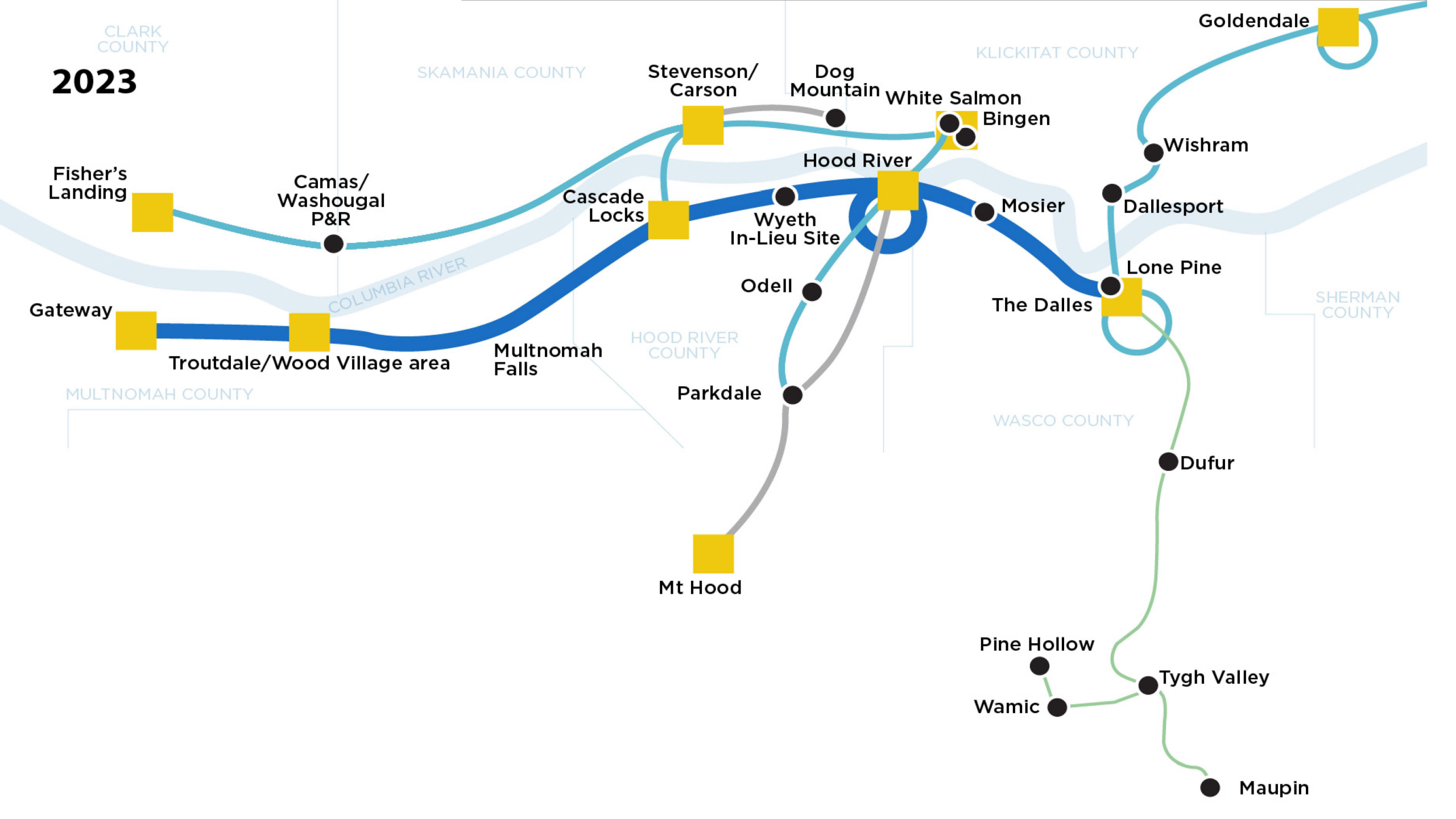
MULTNOMAH COUNTY

WASCO COUNTY

SHERMAN
COUNTY



2023





AGENDA ITEM

Columbia River Gorge Commission Appointment

[ELAINE ALBRICH APPLICATION & 6.23.2023 LETTER](#)

[ELAINE ABRICH 7.10.2023 LETTER AND QUESTIONNAIRE RESPONSE](#)

[MIKE BALLINGER APPLICATION](#)

[MIKE BALLINGER QUESTIONNAIRE RESPONSE](#)

[DAVID PETERS APPLICATION](#)

[DAVID PETERS QUESTIONNAIRE RESPONSE](#)

[APPOINTMENT ORDER FOR CRGC](#)

[MOTION LANGUAGE](#)



INFORMATION AND QUALIFICATION FORM

COLUMBIA RIVER GORGE COMMISSION

VOLUNTEER POSITIONS
REPRESENTATIVE FROM
WASCO COUNTY, OREGON

BACKGROUND

The Columbia River Gorge Commission studies and reviews changes to the Columbia River Gorge National Scenic Area Management Plan, National Scenic Area Land Use and Development Ordinances, and other documents; make presentations and recommendations to approval authorities on land use matters; and perform other functions concerning land use and economic development in the Columbia River Gorge National Scenic Area.

Applicants must be ready to commit time and effort to reading detailed land use materials understanding complex issues, and attending day/evening meetings. Essential qualifications include both ability and willingness to work with various persons towards innovative legal solutions concerning land use and development.

APPLICATION

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

Name: Elaine Albrich

Address: [REDACTED] Dufur OR 97021

Phone (home) cell [REDACTED] Phone (work) n/a

E-mail address: [REDACTED]

Signature: *Elaine R. Albrich*

Date: 6/6/2023

Number of years as a Wasco County resident: <1 year

Your objectives/goals? Desired contributions and accomplishments? _____

Serve as the Wasco County representative on the Columbia River Gorge Commission.

Approximate hours/week available for this commitment? as needed

Comments: Available to participate in commission meetings (in person), dedicate time to prepare, and time to meet with County leadership as needed

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

University of Oregon

Date(s): BS, [REDACTED]

University of Oregon

Date(s): JD, 2 [REDACTED]

Date(s): _____

Date(s): _____

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

Stoel Rives LLP

Date(s): 2006-2016

Davis Wright Tremaine LLP

Date(s): 2016-present

Date(s): _____

Date(s): _____

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

Date(s): _____

Date(s): _____

Date(s): _____

Date(s): _____

Send completed form to:

Wasco County Board of Commissioners
511 Washington Street
The Dalles OR 97058
(541) 506-2520
fax (541) 506-2551

Elaine R. Albrich
[REDACTED]
Dufur, Oregon 97021
[REDACTED]
[REDACTED]

VIA EMAIL

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

Dear Tyler:

This letter is written in response to Wasco County's invitation for me to serve as Wasco County's representative on the Columbia River Gorge Commission ("Gorge Commission"). I am grateful to you and the Board of County Commissioners for your confidence in me as reflected in your invitation to serve as the County's Gorge Commissioner.

As you know, I am a lawyer practicing with the law firm of Davis Wright Tremaine LLP ("DWT"). DWT has a policy that sets forth the circumstances under which its lawyers may serve as commissioners or directors of voluntary boards or commissions. Under that policy, I am required, among other things, to obtain the permission of the General Counsel of DWT (which permission has been granted). In addition, DWT's policy requires that I confirm the following matters with Wasco County:

1. My service will be in my personal and individual capacity only. I will not be acting as a lawyer or providing legal services or advice to Wasco County or the Gorge Commission. I will not be acting as an agent, partner, or employee of DWT. In no event will DWT be responsible for my conduct as a Gorge Commissioner.
2. Wasco County acknowledges that it is not a current client of DWT, and that DWT will not be able to represent it unless I resign as the County's representative on the Gorge Commission, or I obtain the further permission from DWT's General Counsel.
3. Because I will not be providing legal services or legal advice in my role on the Gorge Commission, please understand that there will be no attorney-client privilege protecting communications between Wasco County and me.
4. Although I have received the approval of DWT's General Counsel to serve as Wasco County's representative on the Gorge Commission, it is possible that the firm could change its view on this question in the future. If this were to occur, I would have to resign as a Gorge Commissioner at that time.

5. My role as Wasco County's representative on the Gorge Commission does not preclude DWT or myself from representing firm clients before Wasco County and my role as the County's Gorge Commission representative does not create a conflict of interest that would preclude DWT or myself from being adverse to the County in non-litigation matters (e.g., land use applications or other government entitlements or approvals).

Please let me know if you have any questions regarding these matters. If, after considering the foregoing, Wasco County continues to want me to serve as its Gorge Commission representative, please return a signed copy of this letter acknowledging the matters stated above. Thank you again for your invitation to serve.

Sincerely,



Elaine R. Albrich

Acknowledged as of _____ :

Wasco County

By _____
Its _____

Elaine R. Albrich
PO Box 62
[REDACTED]
Dufur, Oregon 97021
[REDACTED]
[REDACTED]

July 10, 2023

VIA EMAIL

Board of County Commissioners
Wasco County
511 Washington Street, Suite 101
The Dalles, OR 97058

Re: Application for Gorge Commissioner Position

Dear Chair Kramer and Commissioners Hege and Brady:

Thank you for the opportunity to submit my application to serve as Wasco County's appointed commissioner on the Columbia River Gorge Commission ("Commission"). Enclosed is my response to the CRGC Appointment Applicant Questionnaire along with some additional background information and references. My LinkedIn bio is also available [here](#) and provides additional information about my education and career to supplement this application.

Background

I grew up in Willamette Valley on a farm and attended public schools. I graduated from the University of Oregon with an environmental science undergrad degree and later, a law school degree with a focus in business. I have been in private law practice since 2006, working on land use, permitting, and policy issues throughout the Pacific Northwest. My land use and permitting practice focusses on the renewable energy and the food, beverage, and agricultural industries, where I have helped clients obtain approvals, resolve conflicts, and advocate for policies, legislation, and regulations to further these industries. In addition to client work, I am a member of my firm's Core Climate Team and ESG Core Team. Recently, I served as a member of the statewide Oregon Siting Table, coordinated by Verde, 1000 Friends, and Renewable Northwest, to discuss siting issues around renewable energy and collaborate on possible legislation. I also served as a member on the Oregon Smart Siting Roundtable, coordinated by the Oregon Consensus/Oregon Solutions group with PSU's National Policy Consensus Center, to help develop voluntary solar siting guidelines that take into consideration community impacts and stakeholder engagement.

While I work out of my firm's Portland office, my work takes me across the state and the Pacific Northwest. I have the ability to work remote, which has given me flexibility on where I can live. I have worked and played in Wasco County for over a decade and love what the community has to offer. I am excited for this opportunity as a way for me to give back to Wasco County and

July 10, 2023

Page 2

help continue to make it a great place to live and work. I thought this additional background may be helpful in evaluating my application, and it is intended to supplement my responses in the attached Questionnaire.

References

Please feel free to reach out to Greg or Nicole to discuss my qualifications.

Greg Block
Executive Director
Sustainable Northwest
gblock@sustainablenorthwest.org

Nicole Hughes
Executive Director
Renewable Northwest
nicole@renewablenw.org

Thank you for your consideration. Please let me know if there are questions.

Very truly yours,



Elaine R. Albrich

Enclosure



Applicant Questionnaire – Columbia River Gorge Commission Representative

Name: Elaine Albrich

Date: 7/10/2023

1. Tell us about your experience living and working in the Gorge?

I grew up in the Willamette Valley on the rainy side of the state and have for years, really loved that my land use practice regularly gets me to “the other side of the mountain” or “the dry side.” I have worked through Hood River, Wasco, Klickitat, Sherman, and Multnomah counties on land use projects, which has given me a good range of perspectives of what it takes for clients to grow and operate businesses in the Gorge. In addition, I have worked with Wasco County, the City of The Dalles, and the Port of The Dalles on policy matters that helped shape my understanding of the demands these organizations face when fostering healthy communities and economic development opportunities. In 2022, my husband and I purchased a home in Wasco County, and we are excited about that opportunity and what it means for our family looking ahead.

2. What motivated you to want to become a Gorge Commissioner?

For the last 10 years, I have been a board member and at times, the board chair of Sustainable Northwest, a nonprofit organization working to bring “entrepreneurial solutions to natural resources challenges to keep land healthy and provide economic and community benefits” across Oregon and Washington, and more recently, the greater Western region. I will be termed-out this year. I have been exploring a new civic engagement opportunity, and learned of the open Gorge Commissioner position. The Columbia River Gorge Commission was created by an interstate compact to implement the National Scenic Area Act. As such, it is a unique entity with an important role of implementing the two purposes of the National Scenic Area Act. The nature of the Commission, and its policy making function, play a crucial role in shaping the future of The Gorge. The opportunity is both incredibly interesting from both a personal and professional view (for reasons shared under section 1 above). And that balance of personal and professional interest, is what led to my long tenure with Sustainable Northwest. In exploring the opportunity, I reached out to the County Administrator and spoke with the Board Commissioners. It was important to me to understand the expectations of the role and to make sure I felt good about volunteering my time and had enough time to do the job well.

3. What skills and abilities would you bring to the role of Gorge Commissioner?

I have participated in multiple boards over the years, including Proud Ground, a housing nonprofit; Women for the Environment, a nonprofit of professional women in the environmental field; and Sustainable Northwest (see above). In addition, I have appeared

before many commissioners and councils with similar administrative structure to the Gorge Commission. These experiences have made me familiar with the different roles of staff and commissioners and the dynamics (and challenges) of what is effectively group decisionmaking. I understand the relationship of federal, state, and local laws governing the Commission's work and understand the nuances of rulemaking versus policy making. I believe the skills will help me be an effective Commissioner and represent Wasco County well. My legal training and land use planning/permitting practice will also contribute to my effectiveness as a Commissioner.

4. What do you think the biggest issues are for our community as they relate to the Gorge Commission / National Scenic Area?

(1) Housing. Housing needs to be available, affordable, and accessible. Affordable and workforce housing is desperately needed to serve the economies and families of the Gorge.

(2) Living wage jobs. Living wage salaries for individuals and families wanting to live and work in Wasco County, created by growing industries in The Gorge.

5. What experience do you have working with the Gorge Commission?

I've worked on land use issues in The Gorge for over a decade, including helping clients with land use applications before the CRGC and representing clients in the Gorge Commission's management plan revision process. I do not believe my prior work before the Commission will effect my ability to serve as a Gorge Commissioner. I respect the work of staff and Commissioners, and as a part of this process, I reached out to both the CRGC Executive Director and Legal Counsel to discuss the Commissioner position and my interest.

6. What experience do you have with land use planning and regulatory entities?

Navigating quasi-judicial and legislative review proceedings; working on county code and comprehensive plan amendments; working on administrative rulemakings with DLCD and EFSC; legal training in administration of local, state, and federal laws and regulations. I have about 15 years of land use and permitting experience, with much of it focused on rural resource lands and rural economic development.

7. How will you represent the policy issues / needs of the Board of County Commissioners?

I would like to meet regularly with the County's leadership team to discuss issues of importance to the Board and the larger community. It also would be helpful to discuss with the Planning Director potentially hosting annual listening sessions to hear the community's perspectives on various issues that are before the Gorge Commission.

8. Are you involved with other advocacy groups that do work within the Scenic Area?

Not directly. I participate in rulemaking advisory committees and rulemaking proceedings before other state agencies that may have some policy overlap. I am a member of Renewable Northwest and Oregon Solar and Storage Industry Association, both who advocate for responsible renewable energy development and policies for decarbonizing the grid.

9. Anything else that you think we should know before making our decision?

There were concerns raised on the record regarding my ability to serve because of my association with Davis Wright Tremaine LLP and my former law firm Stoel Rives LLP. From my perspective, those concerns are misplaced. I will adhere to the Gorge Commission's conflicts of interest rule (CR 350-14) and if necessary, I can always recuse myself from any discussion or decisionmaking. I have discussed my appointment with my lawfirm's General Counsel Office and have approval to serve in my individual capacity on the Gorge Commission, subject to

obtaining confirmation from Wasco County and the Gorge Commission recognizing that I am not acting in my official capacity or acting as legal counsel in my position.



INFORMATION AND QUALIFICATION FORM

COLUMBIA RIVER GORGE COMMISSION

VOLUNTEER POSITIONS
REPRESENTATIVE FROM
WASCO COUNTY, OREGON

BACKGROUND

The Columbia River Gorge Commission studies and reviews changes to the Columbia River Gorge National Scenic Area Management Plan, National Scenic Area Land Use and Development Ordinances, and other documents; make presentations and recommendations to approval authorities on land use matters; and perform other functions concerning land use and economic development in the Columbia River Gorge National Scenic Area.

Applicants must be ready to commit time and effort to reading detailed land use materials understanding complex issues, and attending day/evening meetings. Essential qualifications include both ability and willingness to work with various persons towards innovative legal solutions concerning land use and development.

APPLICATION

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

Mike Ballinger

Name: _____

Address: _____ The Dalles, OR 97058

Address: _____

Phone (home) _____ Phone (work) _____

E-mail address: _____@gmail.com

E-mail address: _____

Signature: _____

Signature: _____

Signature: _____

Signature: _____

Signature: _____

June 1, 2023

Date: _____

Number of years as a Wasco County resident: 65 yrs.

Your objectives/goals? Desired contributions and accomplishments? I am committed to finding collaborative win-win solutions in pursuit of the stated goals of the Scenic Act: enhancement of the scenic, cultural, economic, recreational and natural resources in the Gorge. With personal experience in successful conflict resolution and cutting through to essential elements of a deliberation, I believe I would enhance the efficiency and clarity of the Gorge Commission's process.

As appointee from Wasco County, my primary focus would be improvement of the working relationship between Wasco County and the Gorge Commission. This means actively and effectively communicating each perspective. I also hope to help facilitate a shared vision of the mutual benefits of economic growth that enhance both the natural resources of the Gorge and the communities for which the Gorge is home.

Approximate hours/week available for this commitment? 8-10 hrs/wk, or as needed.

Comments: I am recently retired and representing Wasco County to the Gorge Commission has been an interest for many years. I would bring the perspective of a lifelong community member and business owner, an avid naturalist and outdoor enthusiast (backpacking the Gorge for over 50 years and still hiking, nordic skiing, sea kayaking and canoeing. I believe there is an economic synergy implicit in the Scenic Act that Wasco County has yet to fully embrace as a community within the larger community of the Pacific Northwest. Specifically, when individual interests are not provided a community inspired vision with which to align and cooperate, there can be a wider perception of provincialism that can be a detriment to the best of economic development. This has implications for land use and urban growth boundaries. I am an advocate for taking a longer view, again with the aid of a guiding vision, in deliberating the needs of communities for adequate space for growth and for a legacy of conservation of that which defines the region and cannot be "built".

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

| | |
|--|---------------------|
| St. Mary's Academy elementary | Date(s): [REDACTED] |
| The Dalles Junior High | Date(s): [REDACTED] |
| The Dalles High School | Date(s): [REDACTED] |
| Mt. Angel Seminary College, BA Social Sciences | Date(s): [REDACTED] |

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

| | |
|--|--------------------------|
| Cooper Orchards - summer crew | Date(s): 1971-1976 |
| Wasco County Road Dept. - summer crew | Date(s): 1977 |
| Assistant Director Diocesan Kid's Camp - Kenai, Alaska | Date(s): summers 1978-79 |

| | |
|---|-----------------------|
| Basketball and AYSO soccer coach - 16 yrs.; | Date(s): 1987-2002 |
| Gorge Youth Mentor - 13 years; | Date(s): 2010-present |
| SVdP and Community Meals (volunteer and refrigeration and food service equipment repairs) | Date(s): 1981-present |
| Riverfront Trail Board member | Date(s): 2022-present |
| Owner-Mgr. Ballinger Service, Inc. (commercial refrigeration) | Date(s): 1981-2021 |
| Owner of Ballinger Investments, LLC (rental properties) | Date(s): 2010-present |

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

| | |
|--|-----------------------|
| The Dalles Young Man of the Year | Date(s): 1984 |
| Oregon Licensed General Contractor CCB180879 | Date(s): 2008-present |

It would be a tremendous honor and a privilege to represent Wasco County to the Gorge Commission. Thank you for your consideration.

Send completed form to:

Wasco County Board of Commissioners 511 Washington Street
The Dalles OR 97058

(541) 506-2520 fax (541) 506-2551



Applicant Questionnaire – Columbia River Gorge Commission Representative

Name: Mike Ballinger

Date: July 3, 2023

Character References:

Jim Foster 541-993-3392, Becky Schertenlieb 541-993-2565, Chris Zukin 541-993-1792

1. Tell us about your experience living and working in the Gorge?

I was born and raised in The Dalles and after earning a BA in Social Sciences and working in Seattle for two years, I married my wife, Colleen, and returned to The Dalles to take over the family business my father established here in 1960. An awareness that I lived in "The Gorge" began with hiking trips and with older siblings when I was about 12 years old. Deer hunting in the Barlow and fishing White River and duck hunting on the Deschutes added fun and protein to a family with nine kids.

I have backpacked, paddled, and bicycled much of the Gorge since. I still enjoy biking, hiking, camping, kayaking, skiing, and climbing in the Gorge and beyond. This September I will kayak the Lower Columbia (The Dalles to Astoria) for the third time since 2012. Paddling with a river level perspective in the Gorge also affords a pace that allows deep appreciation of the incredible natural wonder that is our home.

Growing up accompanying my father on service calls and then as business owner and technician in home appliance and HVAC service, the work took me into the homes and kitchens of thousands of Gorge residents from Cascade Locks and Carson to Goldendale and Arlington. I have traded stories over the years, hearing how and why so many families came to call the Gorge home. Later, as my work focused more on HVAC and commercial refrigeration, I built a loyal customer base of business owners, many of whom have become lifelong friends and I value their perspectives on this unique place we call home.

In my life I have spent time in many beautiful places (Yosemite, Denali Park, Kenai Peninsula, Yukon Territory, up and down the Cascades, the Sierra, the Wallowas, the San Juans, the Rockies, British Columbia, mountains of Mexico and Venezuela) and yet, when I drive I-84 to Portland, I still marvel at the fact that when my father got out of the Army Air Corp after WWII, he went home to Nebraska and wrote letters of inquiry to Chambers of Commerce all over the Pacific Northwest and ultimately he and my mother decided to settle in The Dalles. He just wanted a river to match the Missouri and a milder four-seasons climate. Fishing, hunting, and the scenic wonderland were all bonuses for him. I have lived my whole life appreciating their choice to settle here in 1946.

2. What motivated you to want to become a Gorge Commissioner?

I have followed the enactment of the Scenic Act in a variety of contexts over the years and have lamented the adversarial character of so much of the early negotiation. I firmly believe there are win-win solutions to the most consequential aspects of administering and pursuing the diverse goals of the Scenic Act. As a recent retiree I have the time, skills, interest and energy to give to an improved process in the interest of Wasco County's future.

3. What skills and abilities would you bring to the role of Gorge Commissioner?

I am familiar with the people, the land, and the potential of Wasco County and I believe I can offer an ability to really hear all sides of an issue and bring clarity of understanding to deliberations. I have extensive experience in helping clients gain a thorough and accurate understanding, from technical to interpersonal, that can mitigate the emotional or unproductive aspects of a negotiation.

4. What do you think the biggest issues are for our community as they relate to the Gorge Commission / National Scenic Area?

Foremost are issues of land use and urban growth. Municipalities in the Gorge are growing and that is a trend that will continue if not accelerate in coming decades. Many issues (urban flight, housing costs, climate, etc) will put more and more pressure on Wasco County for housing and services. The Dalles must find a path to expansion of the urban growth boundary that honors the goals and the spirit of the Scenic Act.

5. What experience do you have working with the Gorge Commission?

I have had no occasion to work directly with the Gorge Commission.

6. What experience do you have with land use planning and regulatory entities?

I have no direct experience with land use planning but operating as a general contractor and rental property owner/manager as well as a refrigeration contractor, I have experience with EPA licensing and regulation, Oregon CCB, Oregon Plumbing Board, Washington Building Codes and L&I, Oregon Landlord/tenant law, The Dalles City public works and zoning office and Oregon Building Codes. I have experience in reading and creating building plans and am very facile with map reading and orienteering. Also familiar with Wasco GIS map and zoning.

7. How will you represent the policy issues / needs of the Board of County Commissioners?

I will be committed to represent the Board of County Commissioners as accurately as possible. I would work to establish rapport with the Board such that I can be an effective two-way communicator between the Board of County Commissioners and the Gorge Commission.

8. Are you involved with other advocacy groups that do work within the Scenic Area?

I am a lapsed member of Columbia Riverkeeper but continue to support the organization and also the Mt. Adams Institute. I'm also a board member of The Dalles Riverfront Trail.

9. Anything else that you think we should know before making our decision?

My life-long relationship with the people and land of Wasco County gives me a sense of place and perspective essential to the role of appointee to the Gorge Commission. Born and raised in Wasco County, I intend to continue living here and contributing for the rest of my life to a sustainable future.





INFORMATION AND QUALIFICATION FORM

COLUMBIA RIVER GORGE COMMISSION

VOLUNTEER POSITIONS
REPRESENTATIVE FROM
WASCO COUNTY, OREGON

BACKGROUND

The Columbia River Gorge Commission studies and reviews changes to the Columbia River Gorge National Scenic Area Management Plan, National Scenic Area Land Use and Development Ordinances, and other documents; make presentations and recommendations to approval authorities on land use matters; and perform other functions concerning land use and economic development in the Columbia River Gorge National Scenic Area.

Applicants must be ready to commit time and effort to reading detailed land use materials understanding complex issues, and attending day/evening meetings. Essential qualifications include both ability and willingness to work with various persons towards innovative legal solutions concerning land use and development.

APPLICATION

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

Name: David Peters

Address: [REDACTED] The Dalles, OR 97058

Phone (home) [REDACTED] Phone (work) [REDACTED]

E-mail address: [REDACTED]

Signature: David Peters

Date: 6/20/23

Number of years as a Wasco County resident: 34

Your objectives/goals? Desired contributions and accomplishments? I have lived in the The Dalles
over 30 years and every time I drive through the Gorge, I am reminded of its beauty. I want to make sure the Gorge
remains one of the most beautiful places in the world. I feel with my past experience on The Dalles Planning Commission and in
housing project development, I bring knowledge and a balanced perspective to the Commission.

Approximate hours/week available for this commitment? 5

Comments: My job is very flexible.

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

Oregon State University Business Administration Date(s): [REDACTED]

Past Mid-Columbia Fire and Rescue Board Member Date(s): 2019-2023

Date(s): _____

Date(s): _____

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

Mid-Columbia Housing Authority Date(s): 10/1996 -Current

City of The Dalles Planning Commission Date(s): 1993-1996

Date(s): _____

Date(s): _____

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

Homebuyer, Foreclosure prevention, and HUD counseling certifications Date(s): 2012-current

Date(s): _____

Date(s): _____

Date(s): _____

Send completed form to: Wasco County Board of Commissioners
511 Washington Street
The Dalles OR 97058
(541) 506-2520
fax (541) 506-2551



Applicant Questionnaire – Columbia River Gorge Commission Representative

Name: David Peters

Date: 7/3/2023

1. Tell us about your experience living and working in the Gorge?

I lived in The Dalles when I was a child, then my wife and I moved back in 1989 and we have lived in The Dalles ever since. Since 1989 we have enjoyed living in and raising our three children in The Dalles. I initially worked as an Assistant Manager for American General Finance, but moved to Mid-Columbia Housing Authority (MCHA) in 1996. In my work at MCHA, I have been everything from a Hud Voucher Caseworker to the project manager of housing development of Columbia Cascade Housing Corp. (CCHC) to Manager of the of the Housing Resource Center, also with CCHC. During my time as developer, I was the primary contact for the development of 84 apartments throughout the Gorge. I enjoy hiking and biking in the Gorge in my leisure time.

2. What motivated you to want to become a Gorge Commissioner?

Since moving back to The Dalles I have served on some committee or been in a volunteer role nearly all the time. I have been a Board Member of the local Little League, have coached numerous sports teams, been on the Finance Committee at my local church and been on The Dalles City Planning Commission. Most recently, I have been a Board Member of The Mid-Columbia Fire and Rescue Board until this last election. I feel a sense of duty to help fill some of these volunteer roles and the Gorge Commission would be another way to serve.

3. What skills and abilities would you bring to the role of Gorge Commissioner?

As I mentioned previously, I have been a housing developer in the gorge and have served on a The Dalles Planning Commission. I feel this gives me some insight into development from both a developer and a city official perspective.

4. What do you think the biggest issues are for our community as they relate to the Gorge Commission / National Scenic Area?

I believe the biggest issue is the balance between thoughtful growth of communities and business and the protection of the National Scenic Area. I think every application that comes before the Commission must be looked at and judged on it's own merits, and I believe I can judge each one with a balanced perspective.

5. What experience do you have working with the Gorge Commission?

We have never built in the National Scenic Area, so I have no direct experience with the Commission. I am however aware of the Gorge Commission and its role in preserving the beauty and resources of the Columbia River Gorge.

6. What experience do you have with land use planning and regulatory entities?

I served on The Dalles Planning Commission for approximately four years. Also, while developing housing projects in North Bonneville, The Dalles, Roosevelt and Moro, along with the Executive Director, I was CCHC's primary contact with city officials. In most cases, a 3rd party was the overall primary contact for interactions with city and county officials, but I was that contact for CCHC in most cases.

7. How will you represent the policy issues / needs of the Board of County Commissioners?

I will represent the policy issues based on my own personal beliefs, with input from the County Commissioners.

8. Are you involved with other advocacy groups that do work within the Scenic Area?

Not at this time.

9. Anything else that you think we should know before making our decision?

Not that I can think of.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF _____ TO THE COLUMBIA RIVER GORGE
COMMISSION AS WASCO COUNTY'S REPRESENTATIVE

ORDER #23-043

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 Rodger Nichols' term on the Columbia River Gorge Commission will expire on June 30, 2011; and

IT FURTHER APPEARING TO THE BOARD: That _____ is willing and is qualified to be appointed to the Columbia River Gorge Commission as Wasco County's Representative.

NOW, THEREFORE, IT IS HEREBY ORDERED: That _____ be and is hereby appointed to the Columbia River Gorge Commission as Wasco County's Representative; said term to expire on June 30, 2027.

DATED this 21st day of June, 2023.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



MOTION

SUBJECT: CRGC Appointment Motion

I move to approve Order 23-043 appointing _____ (Elaine Albrich or Mike Ballinger or David Peters) as Wasco County's representative on the Columbia River Gorge Commission.



12 July 2023

TO: Wasco County Board of Commissioners

RE: Support for the appointment of Elaine Albrich to the Columbia River Gorge Commission

Dear Chairman Kramer, Commissioner Hege and Commissioner Brady,

The Port of The Dalles Commission supports the appointment of Elaine Albrich to the Columbia River Gorge Commission.

The Port of The Dalles has previously worked with Ms. Albrich and found her to be a thoughtful problem solver, willing to put forward varied ideas for consideration and consensus building. Ms. Albrich brings a breadth of knowledge and experience that will allow her to be a strong advocate for Wasco County. Her background and previous work experience related to Wasco County land use, the National Scenic Area and Columbia River Gorge Commission will enable her to step into this role and seamlessly pick up where Rodger Nichols left off.

The Wasco County representative needs to be a strong advocate for the County, have foundational land use knowledge, understand the roles and responsibilities of the Columbia River Gorge Commission as defined by the National Scenic Area Act of 1986 and be able to interpret and apply this knowledge during Gorge Commission discussions. Ms. Albrich's understanding of these complex issues will be a boon for the County and she will be an articulate and dedicated representative for us.

Thank you for your time and service to Wasco County.

Respectfully,

A handwritten signature in black ink, appearing to read "Robert Wallace", is written over a light blue horizontal line.

Robert Wallace, President

July 16, 2023

Wasco County Board of Commissioners
511 Washington St. Suite 302
The Dalles, Oregon 97058

Dear Wasco County Commissioners,

After reviewing the applications and related materials for Wasco County's Columbia River Gorge Commission appointment, I am writing to express my continuing concerns regarding Elaine Albrich's application.

As stated in my letter of June 21st, Elaine does not meet the residency requirement as she is not a Wasco County resident. She owns a home in the Dufur/Friend area which was purchased in October 2022 and has a second home rider on the mortgage, restricting its use to a second home.

She has owned property here less than a year. The other applicants have lived in the area for many years and have a much better understanding of Wasco County, its residents and issues.

The one-way commute from this property would be at least 2 hours in favorable traffic and weather conditions. This would seemingly make it difficult to live there and work in Portland at the same time.

As she misled the Wasco County Planning Commission previously regarding wind turbine setbacks, she might similarly mislead the Gorge Commission regarding other issues.

Based on her answers, she wouldn't balance the priorities of the National Scenic Area Act when making a decision but would instead focus solely on economic development. The other applicants specifically state that they would take a balanced approach.

I urge you to appoint Mike Ballinger or David Peters as the Wasco County representative to the Gorge Commission.

Thank you for this opportunity to comment.

Sincerely,



Sheila Dooley
3300 Vensel Rd.
Mosier, Oregon 97040



CITY of THE DALLES

313 COURT STREET
THE DALLES, OR 97058

PH. (541) 296-5481
FAX (541) 296-6906

July 14, 1023

Columbia River Gorge Commission
#1 Town & Country Square
57 NE Wauna Avenue
White Salmon, WA 98672

Subject: Letter of Support for Elaine Albrich's appointment to Columbia River Gorge Commission

Dear County Commission,

I am writing to express my support for Elaine Albrich's candidacy for the Columbia River Gorge Commission. Elaine's grasp of the issues confronting the Gorge Commission make her a highly qualified candidate for this position.

As the City of The Dalles continues to grow, it is important to appoint someone who supports the expansion of our Urban Growth Boundary. Elaine's commitment to responsible urban development aligns with this objective. Her thoughtful and analytical approach to problem-solving will be important in addressing the challenges faced by the Gorge Commission.

While I do not possess detailed information about the other candidates who have applied, I firmly believe that Elaine Albrich has the qualities necessary to contribute positively to the Gorge Commission. Her understanding of the region and dedication to its well-being make her an excellent choice for this role.

Thank you for considering Elaine Albrich for this significant position. If you require any additional information or have any questions, please do not hesitate to contact my office. I trust that the County Commission will carefully evaluate Elaine's candidacy and make a decision that will positively impact the future of the Gorge.

Sincerely,

Richard Mays

City of The Dalles Mayor

Investment Committee Notes for 7/14/2023 meeting

The limit for account balance in the LGIP account is \$56,763,000. As of June 30th, 2023, Wasco County's balance is \$48,470,532.35. This is due to investing \$7,767,974 in securities. If this had not been done, the current LGIP balance would be \$56,238,506. This is only \$524,494 under the cap. May 31st would have been over the max which means we would have caused issues with our interest.

With the investing balance for the County so close to the cap, it is necessary to utilize investing in securities. The purpose is not to beat the LGIP rate, but rather to ensure a safe return that is comparable to LGIP.

The current investment pool is 93.75% under 2 years with 68.54% under 1 year. This is done to keep the pool close to liquid and not tie up funds for an extended time.

Unrealized gain/loss is caused by the fluctuation of the market price. It is required to be booked, even though all County investments are held to maturity. When held to maturity, the unrealized gains & losses go away. The monthly fluctuations are caused by market price changes which are due to interest rates and the current accrued interest in the investment. The investments pay out twice a year. During each six month period the interest pushes the price up as it accrues, then drops when the interest is paid. Further effecting the market value are changes to the interest rate. If rates go up, it means the investment market price goes down. The reverse of this is also true. When an investment matures, if it was purchased at a discount, it will have an unrealized gain that is then realized/recognized. If it was purchased at a premium, then there would be an unrealized loss to be realized/recognized.

- For example, CUSIP 91282CCN9 matures 7/31/2023 and was purchased at \$473,622 for \$500,000 par value. This means the interest stated on the investment was less than the market rate, Wasco purchased to yield 3.01%. 7/31 Wasco County will receive interest and \$500,000 principle. That is why this investment shows an unrealized gain of \$24,451 as of 6/30/2023.

The TVI report shows the aging of the investment to maturity and the weighted average yield to maturity (YTM) of 4.06%. The weighted average maturity is .79 years so just over 9 months.

Page 3 of the TVI report shows projected cash flows for interest and principal payments over the next year. As can be seen, Wasco does not receive interest in July, October, January, April or May.

Interest rates are currently considered inverted – meaning short term has a higher rate than long term. Currently, rate are around 4% - LGIP earned 4.05% in June – depending on length of time for the investment.

Recommendation/request:

I would like the Investment committee to allow investments to be purchased for up to \$2M. These are to be set in groups of \$500K par value at the best rate available, no-call and set to pay interest in the months where there is not current investment interest projected. Any/all investment are to be kept at no more than 2 years.

| | | | | | | 6/30/2023 | | | 5/31/2023 | 6/30/2023 | |
|-----------|--------------|-----------|----------------|-------------|---------------|------------------|-------|--------|--------------|---------------------------------|---------------------------|
| Date | CUSIP/Sec-ID | ID # | Purchase Price | Description | Maturity Date | Mths to Maturity | YTM | Weight | Book Value | Market Value/ New Book Value | Unrealized Gain/(Loss) |
| 7/22/2022 | 91282CCN9 | 741014658 | 473,621.69 | T | 7/31/2023 | 1 | 3.01% | 6.10% | 473,621.69 | 498,073.00 | 24,451.31 |
| 7/22/2022 | 91282CAF8 | 741014656 | 458,289.13 | T | 8/15/2023 | 2 | 3.04% | 5.90% | 458,289.13 | 496,772.00 | 38,482.87 |
| 12/9/2022 | 3130APU | 392225689 | 2,888,954.00 | FHLB | 11/9/2023 | 4 | 4.72% | 37.19% | 2,888,954.00 | 2,945,786.00 | 56,832.00 |
| 12/9/2022 | 3130ATU | 392225690 | 1,005,471.06 | FHLB | 3/8/2024 | 8 | 4.68% | 12.94% | 1,005,471.06 | 994,950.00 | (10,521.06) |
| 7/22/2022 | 31422XZN5 | 751014659 | 497,688.76 | FAMCA | 6/17/2024 | 12 | 3.20% | 6.41% | 497,688.76 | 487,182.00 | (10,506.76) |
| 7/22/2022 | 91282CCT6 | 741014654 | 485,841.96 | T | 8/15/2024 | 14 | 3.11% | 6.25% | 485,841.96 | 472,676.00 | (13,165.96) |
| 12/9/2022 | 3130ATV | 392225691 | 505,988.67 | FHLB | 9/13/2024 | 15 | 4.42% | 6.51% | 505,988.67 | 496,324.00 | (9,664.67) |
| 12/9/2022 | 3133EN3 | 392225692 | 502,752.44 | FFCB | 12/5/2024 | 17 | 4.36% | 6.47% | 502,752.44 | 494,864.00 | (7,888.44) |
| 7/27/2022 | 3135G04Z3 | 751014657 | 464,295.06 | FNMA | 6/17/2025 | 24 | 3.11% | 5.98% | 464,295.06 | 458,427.00 | (5,868.06) |
| 7/22/2022 | 91282CAJ0 | 741014655 | 485,071.06 | T | 8/31/2025 | 26 | 3.12% | 6.24% | 485,071.06 | 453,438.00 | (31,633.06) |
| | | | 7,767,973.83 | | | | | | 7,767,973.83 | 7,798,492.00 | 30,518.17 |

TVI Platinum Reporting Prepared for:



Wasco County

As of June 30, 2023

Recipient Info:

Provider Info:

Time Value Investments, Inc.
9725 3rd Ave NE, Suite 610
Seattle, WA 98115

Disclaimer:

Information contained within investment reports provided by Time Value Investments, Inc (TVI) are believed to be reliable but may not have been independently verified. TVI does not guaranty, represent or warrant, or accept any responsibility or liability as to, the accuracy, completeness or appropriateness of the information contained in these reports. Information contained herein may not be current due to, among other things, changes in the financial markets or economic environment. Opinions reflected in these reports are subject to change without notice. Forecasts represent estimates. Investing carries risk of losses. Information provided by Time Value Investments does not constitute, and should not be used as a substitute for, tax, legal or investment advice. Clients retain responsibility for their internal accounting policies, implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions. Market prices on TVI reports are typically derived from the client's custodian's reports. Client is encouraged to confirm that market values on this report match those on custodian's report. Although TVI believes the prices to be reliable, the values of the securities do not always represent the prices at which the securities could have been bought or sold. Callable securities are subject to redemption prior to maturity and may be redeemed in whole or in part before maturity by the issuer, which could affect the yield represented. Certain call dates may not appear on the report if the call date has passed and if the security is continuously callable. Information provided for credit ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness is not guaranteed. All opinions expressed in this report constitute the judgments as of the dates indicated and are subject to change without notice. This report is for informative purposes only and is not intended as an offer or solicitation with respect to the purchase or sale of any product. Investment in securities involves risks, including the possible loss of the amount invested. None of the securities in this portfolio are in any way guaranteed from loss.

9725 3rd Ave NE, Suite 610
Seattle, WA 98115

(877) 707-7787

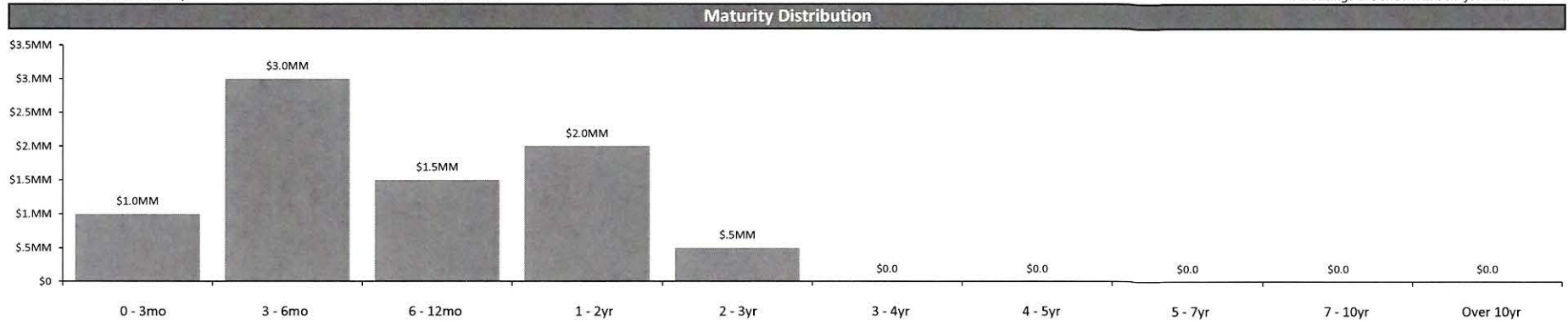
<http://www.timevalueinv.com/>

| Portfolio Summary | | Portfolio Composition | | | | Portfolio Ratings (Worst***) | | |
|---------------------------|-----------|-------------------------|------------------|--------------|---------------|------------------------------|--|--|
| Wgtd Avg YTM * | 4.06% | <u>Sector</u> | <u>Par Value</u> | <u>YTM *</u> | <u>Weight</u> | | | |
| Wgtd Avg YTW ** | 4.06% | Agencies | 6,000,000 | 4.40% | 75.0% | | | |
| Wgtd Avg Mat (no call) | 0.79 yrs | Treasuries | 2,000,000 | 3.07% | 25.0% | | | |
| Wgtd Avg Mat (all called) | 0.76 yrs | Certificates of Deposit | | | | | | |
| | | Municipal Bonds | | | | | | |
| Market Value 5/31/2023 | 7,830,979 | Corporate Bonds | | | | | | |
| Market Value 6/30/2023 | 7,798,492 | Mortgages | | | | | | |
| Difference | (32,487) | Commercial Paper | | | | | | |
| | | Supra Nationals | | | | | | |
| Par Value | 8,000,000 | Total | 8,000,000 | 4.06% | 100.0% | | | |

* Purchase Yield to Maturity

** Purchase Yield to Worst

*** All ratings are shown in S&P format.

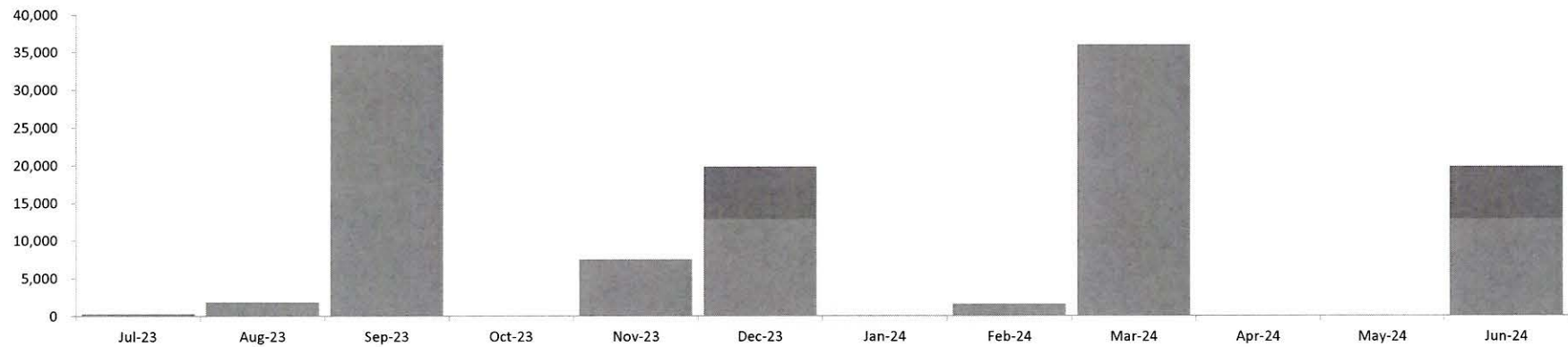


| Performance versus Benchmark as of 6/30/2023 | | | | | | | | | | | Excluded Securities | |
|--|-------------|--------------------|---------|----------|----------|----------|---------------------|---------|----------|----------|---|---------------|
| | 1Yr Average | As of 6/30/2023 | 1Mo Ago | 3Mos Ago | 6Mos Ago | 9Mos Ago | As of 12/31/2022 | 1Yr Ago | 3Yrs Ago | 5Yrs Ago | Bonds that are not found will not be shown | |
| <u>Yield to Maturity:</u> | | | | | | | | | | | <u>Cusip</u> | <u>Reason</u> |
| Portfolio | 3.66% | 4.06% | 4.07% | 4.07% | 4.07% | 3.10% | 4.07% | n/a | 2.74% | 1.93% | | |
| 2-Year Treasury | 4.09% | 4.94% | 4.46% | 4.10% | 4.41% | 4.22% | 4.41% | 2.92% | 0.16% | 2.52% | | |
| Fed Funds | 3.99% | 5.25% | 5.25% | 5.00% | 4.50% | 3.25% | 4.50% | 1.75% | 0.25% | 2.00% | | |

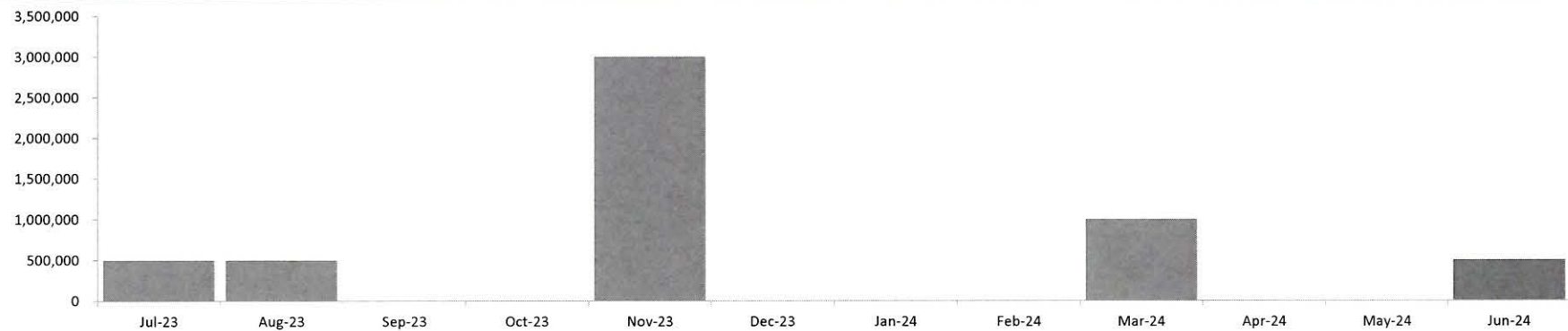
Cash-Flows - from 07/2023 to 06/2024 - Assuming None Called

| Type | Par | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 |
|--------------|------------------|----------------|----------------|---------------|----------|------------------|---------------|----------|--------------|------------------|----------|----------|----------------|
| Callable | 500,000 | 0 | 0 | 0 | 0 | 0 | 7,000 | 0 | 0 | 0 | 0 | 0 | 507,000 |
| Non-Callable | 7,500,000 | 500,313 | 501,876 | 35,938 | 0 | 3,007,500 | 12,813 | 0 | 1,563 | 1,035,938 | 0 | 0 | 12,813 |
| TOTAL | 8,000,000 | 500,313 | 501,876 | 35,938 | 0 | 3,007,500 | 19,813 | 0 | 1,563 | 1,035,938 | 0 | 0 | 519,813 |

Interest Payments



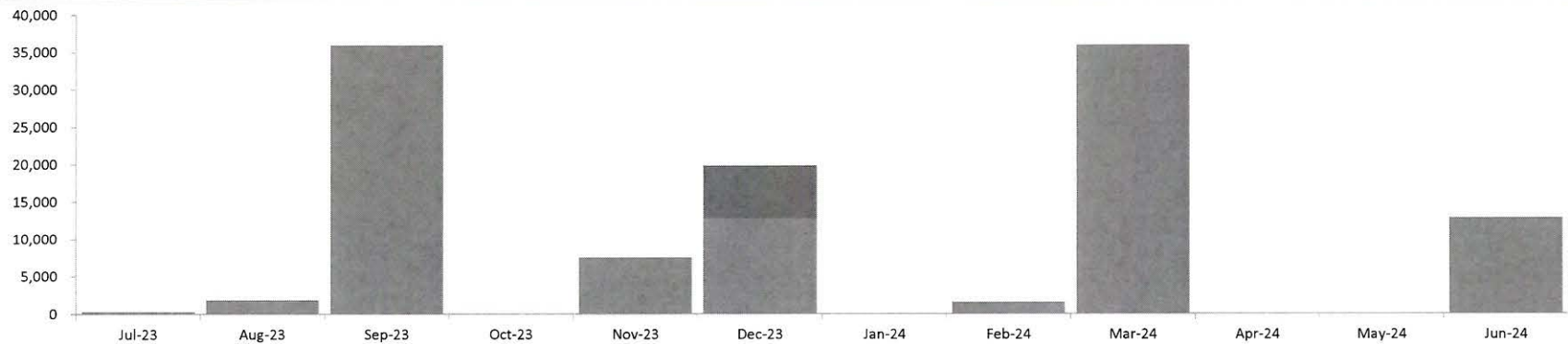
Principal Payments



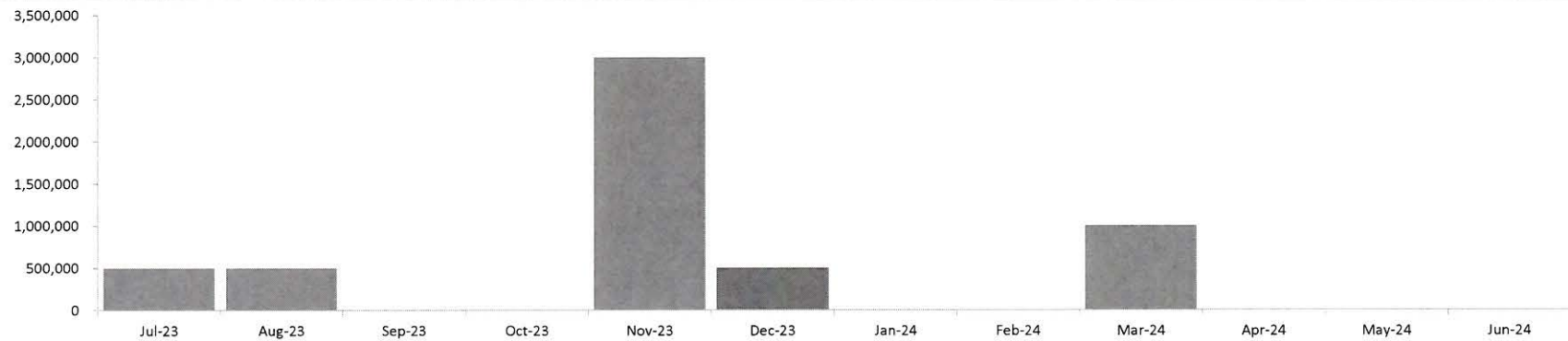
Cash-Flows - from 07/2023 to 06/2024 - Recognizing Likelihood of Call*

| Type | Par | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 |
|--------------|------------------|----------------|----------------|---------------|----------|------------------|----------------|----------|--------------|------------------|----------|----------|---------------|
| Callable | 500,000 | 0 | 0 | 0 | 0 | 0 | 507,000 | 0 | 0 | 0 | 0 | 0 | 0 |
| Non-Callable | 7,500,000 | 500,313 | 501,876 | 35,938 | 0 | 3,007,500 | 12,813 | 0 | 1,563 | 1,035,938 | 0 | 0 | 12,813 |
| TOTAL | 8,000,000 | 500,313 | 501,876 | 35,938 | 0 | 3,007,500 | 519,813 | 0 | 1,563 | 1,035,938 | 0 | 0 | 12,813 |

Interest Payments



Principal Payments



* Likelihood based on 06/30/2023 market rates

Extended Cash-Flows

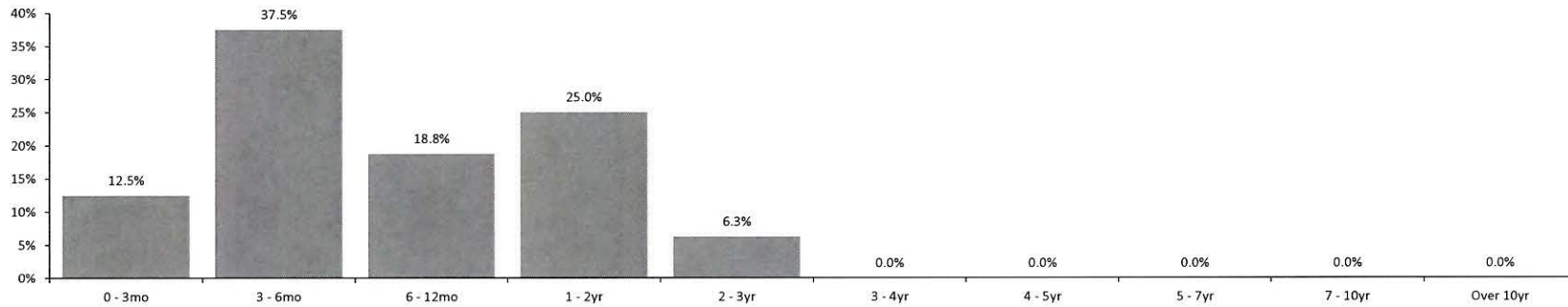
| # | Cusip | Par Value | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 | Year 1 Total |
|--------------|--------------|------------------|----------------|----------------|---------------|----------|------------------|----------------|----------|--------------|------------------|----------|----------|---------------|------------------|
| 1 | 91282CCN9 | 500,000 | 500,313 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 500,313 |
| 2 | 91282CAF8 | 500,000 | 0 | 500,313 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 500,313 |
| 3 | 3130APU29 | 3,000,000 | 0 | 0 | 0 | 0 | 3,007,500 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3,007,500 |
| 4 | 3130ATUQ8 | 1,000,000 | 0 | 0 | 23,750 | 0 | 0 | 0 | 0 | 0 | 1,023,750 | 0 | 0 | 0 | 1,047,500 |
| 5 | 313422*1N5** | 500,000 | 0 | 0 | 0 | 0 | 0 | 511,000 | 0 | 0 | 0 | 0 | 0 | 0 | 511,000 |
| 6 | 91282CCT6 | 500,000 | 0 | 938 | 0 | 0 | 0 | 0 | 0 | 938 | 0 | 0 | 0 | 0 | 1,876 |
| 7 | 3130ATVD6 | 500,000 | 0 | 0 | 12,188 | 0 | 0 | 0 | 0 | 0 | 12,188 | 0 | 0 | 0 | 24,376 |
| 8 | 3133EN3M0 | 500,000 | 0 | 0 | 0 | 0 | 0 | 11,563 | 0 | 0 | 0 | 0 | 0 | 11,563 | 23,126 |
| 9 | 3135G04Z3 | 500,000 | 0 | 0 | 0 | 0 | 0 | 1,250 | 0 | 0 | 0 | 0 | 0 | 1,250 | 2,500 |
| 10 | 91282CAJ0 | 500,000 | 0 | 625 | 0 | 0 | 0 | 0 | 0 | 625 | 0 | 0 | 0 | 0 | 1,250 |
| TOTAL | | 8,000,000 | 500,313 | 501,876 | 35,938 | 0 | 3,007,500 | 519,813 | 0 | 1,563 | 1,035,938 | 0 | 0 | 12,813 | 5,615,754 |

* Callable - currently not likely to be called

** Callable - currently likely to be called

See Cash-Flows graph above "Recognizing Likelihood of Call" for current projected cash-flows

Maturity Distribution



Portfolio Details - Sorted by Maturity

| # | CUSIP/Sec-ID | Sec Desc 1 | Weight | Par Value | Coupon * | Settle Dt | Mat Dt | Nxt Call Dt | Rating *** | YTM ** | YTW ** | Duration | Call Type | Estimated Bps to Call | Estimated Redem. Date |
|----|--------------|-------------------------|--------|-----------|----------|-----------|-----------|-------------|------------|--------|--------|----------|-------------|--------------------------|--------------------------|
| 1 | 91282CCN9 | T | 6.3% | 500,000 | 0.125 | 7/22/2022 | 7/31/2023 | | AAA | 3.01 | 3.01 | 0.08 | | | 7/31/2023 |
| 2 | 91282CAF8 | T | 6.3% | 500,000 | 0.125 | 7/22/2022 | 8/15/2023 | | NR | 3.04 | 3.04 | 0.12 | | | 8/15/2023 |
| 3 | 3130APU29 | FEDERAL HOME LOAN BANKS | 37.5% | 3,000,000 | 0.500 | 12/9/2022 | 11/9/2023 | | AA+ | 4.72 | 4.72 | 0.35 | Non | | 11/9/2023 |
| 4 | 3130ATUQ8 | FHLB | 12.5% | 1,000,000 | 4.750 | 12/9/2022 | 3/8/2024 | | AA+ | 4.67 | 4.67 | 0.66 | | | 3/8/2024 |
| 5 | 31422XZN5 | FAMCA | 6.3% | 500,000 | 2.800 | 7/22/2022 | 6/17/2024 | 12/30/2023 | AA+ | 3.20 | 3.20 | 0.49 | Semi-Annual | 279 | 12/30/2023 |
| 6 | 91282CCT6 | T | 6.3% | 500,000 | 0.375 | 7/22/2022 | 8/15/2024 | | NR | 3.11 | 3.11 | 1.09 | | | 8/15/2024 |
| 7 | 3130ATVD6 | FEDERAL HOME LOAN BANKS | 6.3% | 500,000 | 4.875 | 12/9/2022 | 9/13/2024 | | AA+ | 4.42 | 4.42 | 1.14 | Non | | 9/13/2024 |
| 8 | 3133EN3M0 | FFCB | 6.3% | 500,000 | 4.625 | 12/9/2022 | 12/5/2024 | | AA+ | 4.36 | 4.36 | 1.36 | | | 12/5/2024 |
| 9 | 3135G04Z3 | FNMA | 6.3% | 500,000 | 0.500 | 7/22/2022 | 6/17/2025 | | AA+ | 3.11 | 3.11 | 1.91 | | | 6/17/2025 |
| 10 | 91282CAJ0 | T | 6.3% | 500,000 | 0.250 | 7/22/2022 | 8/31/2025 | | AAA | 3.12 | 3.12 | 2.11 | | | 8/31/2025 |

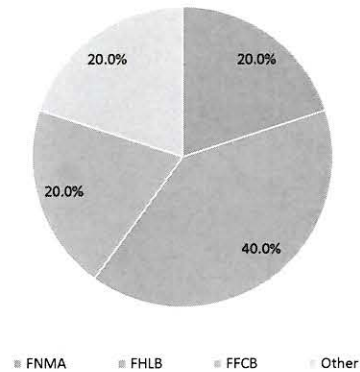
| | | | | | | | | | | | | | | | |
|---------------------------|--|--|---------------|------------------|--|--|-----------------|-----------------|--|-------------|-------------|-------------|--|--|--|
| TOTAL and AVERAGES | | | 100.0% | 8,000,000 | | | 0.79 yrs | 0.76 yrs | | 4.06 | 4.06 | 0.73 | | | |
|---------------------------|--|--|---------------|------------------|--|--|-----------------|-----------------|--|-------------|-------------|-------------|--|--|--|

* Semi-Annual interest payment

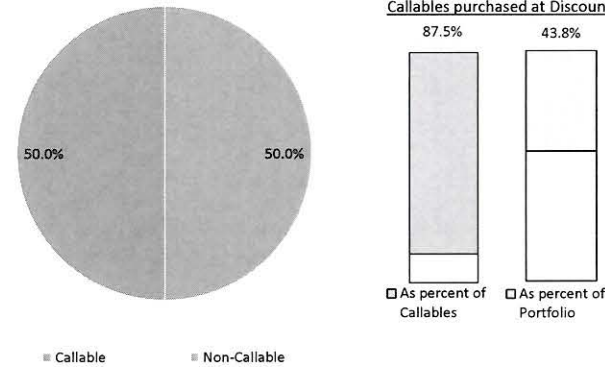
** Yields calculated using cost price, at settlement date

*** Ratings Shown Are: Lowest Rating in S&P format, NR AGY = Non-Rated U.S. Government Agency

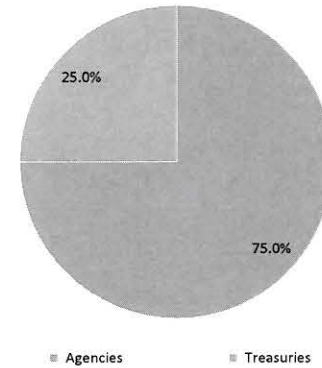
Agency Distribution



Callable Breakdown



Portfolio Composition



Amortization/Accretion Book Calculations

| # | CUSIP/Sec-ID | Sec Desc 1 | Con | Mat Dt | Par Value | Cost | Purch Px | Book Val | Book Px | Book YTM | Mkt Val | Mkt Px | Mkt YTM | Unrealized Gain/Loss |
|---------------------------|--------------|-------------------------|------|-----------|------------------|------------------|----------|------------------|---------|-------------|------------------|--------|-------------|----------------------|
| 1 | 91282CCN9 | T | 0.13 | 7/31/2023 | 500,000 | 485,545 | 97.11 | 498,767 | 99.75 | 3.01 | 498,073 | 99.61 | 4.64 | (694) |
| 2 | 91282CAF8 | T | 0.13 | 8/15/2023 | 500,000 | 484,800 | 96.96 | 498,152 | 99.63 | 3.04 | 496,772 | 99.35 | 5.24 | (1,380) |
| 3 | 3130APU29 | FEDERAL HOME LOAN BANKS | 0.50 | 11/9/2023 | 3,000,000 | 2,887,704 | 96.26 | 2,955,389 | 98.51 | 4.72 | 2,945,786 | 98.19 | 5.64 | (9,602) |
| 4 | 3130ATUQ8 | FHLB | 4.75 | 3/8/2024 | 1,000,000 | 1,000,853 | 100.09 | 1,000,451 | 100.05 | 4.67 | 994,950 | 99.49 | 5.50 | (5,501) |
| 5 | 31422X2N5 | FAMCA | 2.80 | 6/17/2024 | 500,000 | 496,328 | 99.27 | 498,113 | 99.62 | 3.20 | 487,182 | 97.44 | 5.57 | (10,931) |
| 6 | 91282CCT6 | T | 0.38 | 8/15/2024 | 500,000 | 472,809 | 94.56 | 484,952 | 96.99 | 3.11 | 472,676 | 94.54 | 5.44 | (12,277) |
| 7 | 3130ATVD6 | FEDERAL HOME LOAN BANKS | 4.88 | 9/13/2024 | 500,000 | 503,822 | 100.76 | 502,633 | 100.53 | 4.42 | 496,324 | 99.26 | 5.51 | (6,309) |
| 8 | 3133EN3M0 | FFCB | 4.63 | 12/5/2024 | 500,000 | 502,496 | 100.50 | 501,804 | 100.36 | 4.36 | 494,864 | 98.97 | 5.38 | (6,939) |
| 9 | 3135G04Z3 | FNMA | 0.50 | 6/17/2025 | 500,000 | 464,052 | 92.81 | 475,329 | 95.07 | 3.11 | 458,427 | 91.69 | 5.00 | (16,902) |
| 10 | 91282CAJ0 | T | 0.25 | 8/31/2025 | 500,000 | 457,800 | 91.56 | 470,137 | 94.03 | 3.12 | 453,438 | 90.69 | 4.82 | (16,700) |
| TOTAL and AVERAGES | | | | | 8,000,000 | 7,756,208 | | 7,885,726 | | 4.06 | 7,798,492 | | 5.40 | (87,234) |