

#### **AGENDA: REGULAR SESSION**

WEDNESDAY, AUGUST 2, 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 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 and interpreter, please contact the Commission Office at least 7 days in advance.

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

9:00 a.m.	CALL TO ORDER/PLEDGE OF ALLEGIANCE
	Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board.
	Corrections or Additions to the Agenda
	<u>Discussion Items</u> : OHA Prevention Agreement Amendment; Ft. Dalles Museum Appointment (Routine
	Items or Items of general Commission discussion, not otherwise listed on the Agenda)
	Consent Agenda: 7.19.2023 Regular Session Minutes (Items of a routine nature: minutes, documents,
	items previously discussed.)
Times are Approximate	Public Comment at the discretion of the Chair (3 minute limit unless extended by Chair)
9:15 a.m.	Recess to Library Service District Meeting:
	Work Session:
9:20 a.m.	Future Recreation Development
	Public Health Status Updates
	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



This meeting was held in person and on Zoom <a href="https://wascocounty-org.zoom.us/j/3957734524">https://wascocounty-org.zoom.us/j/3957734524</a> or call in to <a href="https://wascocounty-org.zoom.us/j/3957734524">1-253-215-8782</a> 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.

#### Discussion Item – OHA Prevention IGA Amendment

Ms. Clark explained that Prevention Coordinator Debby Jones was unable to attend today's meeting but provided the following information regarding the Amendment:

The agreement is the standard one that we receive from OHA every two years. These funds are pass-through dollars from the federal Substance Use Prevention, Treatment and Recovery block grant. This agreement allows YouthThink-Wasco County to continue to receive funding and implement programs and practices that help increase protective factors and decrease the risk factors for our youth and families. Additional dollars have been allocated towards this work as stated in the document. As required, YouthThink submits quarterly reports to OHA that includes progress on the implementation plan as well as financial reporting of expenditures.

Commissioner Brady commented that this is important work; as a teacher, he saw the need for this work at the high school.

Vice-Chair Hege noted that the funding is increasing significantly. He asked if this is will be for more of what we are already doing or something different. Mr. Stone replied that he thinks it is more of what we are already doing. Ms. Clark added that Ms. Jones is scheduled to present a comprehensive update to the Board in September; that will be an opportunity to ask these questions.

{{{Commissioner Brady moved to approve Amendment 3 to OHA Grant Agreement 162432 for the Alcohol and Drug Prevention and Education Program. Vice Chair Hege seconded the motion which passed unanimously.}}}

#### Discussion Item – Fort Dalles Museum Commission Appointment

Ms. Clark explained that there is a vacancy on the Museum Commission due to Dawn Rasmussen's resignation. The Museum Commission has reviewed Ms. McNary's application and is recommending her appointment.

Vice-Chair Hege said he is impressed by the objectives and goals outlined in the application. He expressed an interest in being able to meet applicants that the Board is not already familiar with. Ms. Clark said she would be happy to invite applicants in the future. Mr. Brady suggested that the application includes a phone number that Commissioners could use to contact applicants prior to appointing.

{{{Vice-Chair Hege moved to approve Order 23-049 appointing Marla McNary to the Fort Dalles Museum Commission. Commissioner Brady seconded the motion which passed unanimously.}}

Consent Agenda – 7.19.2023 Regular Session Minutes

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

#### **Commission Call**

Commissioner Brady said he recently attended the National Association of Counties (NACo) conference last week with special interest in following the energy and land use planning tract. He commented that we need to get on board with getting our electric vehicles (EVs) going. He pointed out that manufacturers are not building new plants to produce EVs; they are retooling existing plants for that purpose. Everyone will be driving EVs and we need to be ready for that. We have an opportunity to guide the development of EVs in our county parallel to the development of solar and wind energy development.

At 9:12 a.m. Chair Kramer recessed to open a meeting of the Wasco County Library Service District.

The Regular Session resumed at 9:14 a.m.

#### **Commission Call**

Chair Kramer reported that Friday afternoon he received an invitation to join Secretary Vilsack, Governor Kotek, Senator Wyden and Representatives Bonamici and Salinas on a 12-member panel to discuss USDA and rural development. The meeting took place Monday at 9:15 a.m. at the World Forestry Center in Portland. He said he presented on the Wasco County Forest Collaborative and the work they have been doing over the last 8 years as well as the work being done here through the Community Wildfire Defense Grant. Chair Kramer went on to say that it is fair time so that is where most of his energy is invested right now.

Vice-Chair Hege said that he serves on the Community Workforce and Economic Development Committee for NACo. They met offsite for the first full day of the conference. The meeting was located at a redeveloped mall which serves as a campus of Austin Community College for both classrooms and housing. The campus provides an example of the reusability of abandon malls; the renovation cost \$1.5 billion.

Vice-Chair Hege said that the California State Association of Counties (CSAC) reported that the State of California is basically rudderless in addressing homelessness. The CSAC took that on to develop a plan. In addition, there was a speaker from Air BNB who talked about the plusses and minuses of short term rentals and how to best integrate them into the community.

Vice-Chair Hege stated that the Florida Chamber spoke on poverty and how they are trying to address that. The key seems to be working on generational poverty through 2-generation strategies. It has a 60-80% success rate after 2 generations as compared with a 10% success rate through more traditional strategies.

Vice-Chair Hege said there was a presentation on Strategies for Bipartisan Infrastructure. The National Telecommunications and Information Administration is overseeing the Broadband Equity, Access, and Deployment Program. Oregon received \$688 million for implementation of this program. The State has to develop a plan to be approved by the federal government; once approved, they must continue to report back to the federal government on progress in implementation. The program mission is to provide service to unserved communities first; once that has been addressed, the mission can shift to the underserved communities. The money is distributed over time as progress continues. The NTIA emphasized that it is important to work with your state Broadband Office. He reported that about a month ago, he and Mr. Stone, The

Dalles City Manager and others attended a meeting with the Broadband Office staff. He characterized the meeting as disappointing, saying the Broadband Office did not seem organized, did not have a good plan, were not able to answer many of the questions and did not provide much opportunity for feedback.

Chair Hege said another interesting topic was Power Net Economies which is primarily about coal. They were basically looking at communities that had catastrophic events when coal mines or coal plants shut down. When a community is tied to one economic driver and that goes away, what do you do? In Georgia, they have had cities fail and the County had to take over.

Commissioner Brady noted that at a recent Board session the Board directed the Public Works director to prepare a report regarding the requested vacation of a road. He asked what timeline he might expect for that report to come back to the Board. Public Works Director Arthur Smith said for simple vacations, reports usually come back in 4-6 weeks. However, this is a complicated vacation with multiple landowners and stakeholders. He explained that they are likely going to have to hold a public hearing on the vacation and he is still gathering information for his report. He estimated that it would be September or October before it comes back to the Board.

#### Agenda Item - Work Session

#### **FUTURE RECREATION IN THE GORGE**

Mr. Stone said that as we have been looking at the redevelopment of Kramer Field in conjunction with the request from the hospital, we are evaluating what a new sports complex would look like. We went out to bid for a consultant and selected Hunden Partners to do that work.

Hunden Partners Project Manager Ryan Sheridan reviewed the presentation included in the Board Packet along with supplement slides (attached or included here). He reviewed the project objectives and the SWOT analysis (Strengths, Weaknesses, Opportunities and Threats), highlighting the strategic location of the proposed site right on the I-84 corridor:

### **Project Objectives**

This study aims at identifying the supply/demand for sports/recreation in the City of The Dalles and Wasco County, how the city and county stack up to surrounding communities in the regional market and finally, based on this analysis, drawing impactful conclusions that identify where strong opportunities lie to take the city and county to the next level as a community.



Assessment of the City's and the County's sports/recreation assets, including the visitation induced, their attributes and quality, and overall performance



#### How you stack up.

What have other cities in the area done/are doing that has been successful in elevating the quality of life or inducing visitors?



# What are the opportunities.

Based on the assessment of where you are now and how you stack up, Hunden will identify areas that represent strong opportunities to elevate The Dalles quality of life and sports facility package.



#### How we get there.

What are the next steps in the study? How do we execute and implement these opportunities?

# **SWOT Analysis**

The following SWOT analysis details the strength, weaknesses, opportunities and threats related to the proposed youth sports facility in The Dalles and Wasco County.

#### **STRENGTHS**



- Regional traffic along I-84
- Travel habits for sports tourism within the region
- Weather patterns in The Dalles relative to major markets in the Pacific Northwest
- Strong local demand / weak local supply
- Local hotel performance

#### **OPPORTUNITIES**



- Youth sports complex, w/ indoor/outdoor components to serve variety of scorts
- Local facilities for local high school, recreation and quality of Efe.
- Private sector partnerships
- Sports tourism
- Additional commercial developments surrounding Project sites

#### **WEAKNESSES**



- Lack of quality indoor and outdoor facilities that has led to decreasing and lost business
- Lack of turf and lighted spaces that restrict scheduling
- Overall lack of supporting hotel and restaurant supply (group friendly business)

#### THREATS



- Site constraints
- Other proposed, competing facilities with the regional market
- Regional competition for tournaments at established facilities

Mr. Sheridan went on to review the current sports assets in the Gorge along with the demand for such facilities.

# **Summary Matrix**

Youth Sports - Asset Analysis



			Outdoor		Ind	oor
	Element	Soccer	Baseball & Softball	Other Field Sports	Basketball	Volleyball
Where you are	Supply	Limited/Weak	Limited/Weak	Limited/Weak	Limited/Weak	Limited/Weak
now.	Demand	Strong	Strong	Moderate	Strong	Good
	Top Assets	Chenowith     Elementary School     Thompson Track	Kramer Fields     Sorosis Park     Hood River Little League	Chenowith     Elementary School     Thompson Track	The Dalles High School Chenowith Elementary School	The Dalles High School Chenowith Elementary School

When reviewing the Regional Overview Map, Mr. Sheridan pointed out the central location of the proposed site in relation to the "hot spots" of demand.

# The Dalles is located within Wasco County and situated along Interstate 84, connecting the city and county to the Portland MSA, Tri-Cities and Boise, Idaho.

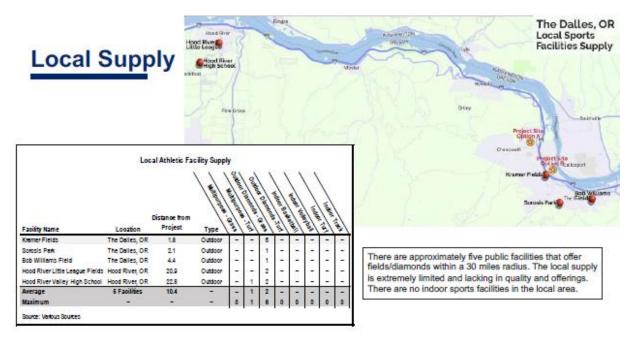
The Dalles serves as a central location in the region between central Oregon, western Oregon and the Tri-Cities, creating the potential to be a regional hub for sports tournaments.

The city serves as the county's seat and attracts sports participation from within the Columbia River Gorge, making it the optimal location within the county for a youth sports development.

iden strategic partners



In regard to local supply, Mr. Sheridan noted that although Hood River is the most visited, their field may need to be relocated which should be taken into consideration when evaluating the information.



Mr. Sheridan stated that through a broader look at 21 facilities that are competitive – a mix of indoor and outdoor facilities and some that include both – there is a real opportunity in Wasco County to be a destination for regional sports.

Mr. Sheridan then reviewed the recommendations for what should be included in the proposed sports complex along with projections of tournament usage and attendance for such a facility.

# The Dalles / Wasco County Youth Sports: Recommendations

Based on the analysis of the youth sports market in the The Dalles, Wasco County, the region and interviews with market experts, tournament organizers, and other stakeholders, Hunden recommends the development of an indoor & outdoor complex over two phases.

Upon full build-out Hunden recommends the following:

- 4 full-sized multi-purpose, lighted turf fields
- 8 grass multi-purpose fields (soccer, baseball/softball, lacrosse, archery, Australian rules football, ultimate frisbee)
- · 6 baseball/softball diamonds with turf infields and grass outfields
- 6 indoor hardwood basketball courts (12 indoor volleyball courts)

Phasing will help with initial costs and assist in identifying long-term opportunities as the market changes. Ultimately, Hunden recommends turf and lighted multi-purpose fields to extend the available time of play throughout the season and to support multiple sports. In order to attract regional tournaments for outdoor field and diamond sports, The Dalles needs to compete with the number of fields found at regional competitors. With 6 indoor basketball courts, (12 volleyball courts) The Dalles will have the ability to host indoor sports tournaments, which is currently lacking within the County. There are multiple site options, but the site for the Project has not yet been determined. The recommendations of the Project apply to the opportunities within the greater market of The Dalles.

Feature	Unit	(High Priority)	Phase II (Future Priority)	Total Build Out
Outdoor Components				
Fleid Sports				
Multipurpose Turf Fields (Lighted)	Fleids	4	-	4
Gress Fleids	Fleids	8		8
Total	Fleids	12		12
Diamond Sports				
Baseball/Softball	Diamonds	6	-	6
Total	Diamonds	6		6
Indoor Components				
Baskethall (Volleyball)	Courts		6 (12)	6 (12)
Total	Courts	-	6 (12)	6 (12)
Source: HSP			- (1-4)	2(12)

### **Tournament Projections**

The Project is projected to be completed over two phases. The first phase will focus on the outdoor components, including the multipurpose turf fields and the renovations to the grass fields. The second phase is projected to open in Year 3 and will focus on the indoor facility. Events highlighted in green are outdoor functions, while events highlighted in blue are indoor functions.

The sports complex is expected to host 16 events in Year 1 and 19 events in Year 2. Once the indoor facility is opened, the Project is projected to host 42 events in Year 3 and stabilize at 62 events in Year 7.

The sports complex is expected to be utilized between 35 and 127 days per year for tournament and event activity. The majority of the event days are expected to be a result of multi-day events.

		701	Trib	TVS	70.6	70.0	718	70.7	71.0	719	YV 10	19:20	*
media by Type													
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Sufficial Tournaments		4	5	5									
Resid Toursments		4	5	5									
Ashey Tourseness		1	1	1	1	1	1	1	1	1	1	1	
Frisher Tournerets		1	1	1	1	1		1	1	1	1	1	
Reducted Toursereds			-		7			10	10	10	10	10	
Voleyhel Tourseneds					7			10	10	10	10	10	
WineSing Meets			-	1	1	2	2	2	2	2	2	2	
Geefferce		-	-	1	1	2	2	2	2	2	2	2	
Philip Bell				2	2	3	3	4	4	4	4	4	
Respectational Events			-		7			10	10	10	10	10	
Total		18	19	c	•	56	56			6	62		
and Days by Type	Daystined											- 1	
Soor Toursells	25	15	18	20	20	25	25	25	25	25	25	25	
Suffiel Tourseneds	20		10	10	12	12	12	12	12	12	12	12	
Resid Tomerate	20		10	10	12	12	12	12	12	12	12	12	
Ashey Tourseneds	20	2	2	2	2	2	2	2	2	2	2	2	
Frisher Tournements	20	2	2	2	2	2	2	2	2	2	2	2	
Reducted Townships	25		-	15	18	20	20	25	25	25	25	25	
Voleyled Teamworks	25 20	-	-	15	10	20	20	25	25	25	25	25	
Winesling Meets	20	-	-	2	2	4	4	4	4	4	4	4	
Geefferce	20			2	2	4	4	4	4	4	4	4	
Philip Bell	15		-	3	3	5	5						
Respetatiped Evens	10	-	-		7		*	10	10	10	10	10	
Test		36			100	116	(20		27	127	127	-	

# Attendance Projections

Rental hours during the week will play a key role in generating revenue for the facility. Hunden projected the number of total rentable hours by surface type during weekdays and projected the total hours that each of these surfaces will be used.

At stabilization, Hunden projects the rental utilization rate to be 50 percent for the multipurpose turf, 45 percent for grass fields, 55 percent for the diamonds and 60 percent for the court space.

Daily rentals account for the majority of attendance projections, followed by soccer tournaments. Once the indoor facility is stabilized in Year 7, Hunden projects over 483,000 annual visitors to the Project.

Sports Complex Projection & Proforms												
april Company respectation to the second	Yrt	Yra	Yra	Yre	Yes	Yes	Yr7	Yre	Yra	Yrt0	Yran	Y
Utilization Projections												
Matpurpose Turf Total Fertible Hours	8,400	8,400	6,400	8,400	6,400	0,400	0,400	8,400	0,400	0,400	8,400	
Gross Fleid Total Rentable Hours	16,800	16,800	16,800	16,000	16,600	16,600	16,600	16,600	16,000	16,000	16,800	16
Dismond Sport Total Rentable Hours	8,400	8,400	8,400	8,400	0,400	0,400	0,400	0,400	0,400	0,400	8,400	
Indian Court Total Rentable Hours	-	-	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	10
Mattpurpose Turi Total Rentable Hours	45.0%	426	00.0%	500%	50.0%	50.0%	50.0%	50.0%	50.0%	\$2.0%	000%	
Grass Flied Utilization	40.0%	6.5%	62%	450%	45.0%	45.0%	45.0%	45.0%	45.0%	6.0%	450%	
Diamond Sport Utilization	50.0%	52.5%	95.0%	550%	55.0%	55.0%	55.0%	55.0%	55.0%	\$5.0%	95.0%	
Indian Court Utilization	-	-	50.0%	55.0%	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%	00.0%	
Mattputpose Tuf Total Rentable Hours	9,700	3,890	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	
Gross Field Rantal Hours	6,720	7,140	7,500	7,000	7,000	7,000	7,000	7,000	7,500	7,580	7,500	
Diamond Spot Pertial Hours	4,200	4,410	4,620	4,020	4,020	4,020	4,020	4,020	4,000	4,000	4,620	
Indicar Court Rental Hours	-	-	7,900	0,250	8,000	8,000	\$,000	9,000	8,000	8,000	9,000	
verage Affendance by livent Type												
Socoe Tournements	5,152	5,152	5,152 2,376	5,152	5,152	5,152	5,150	5,152 2,375	5,152 2,376	5,152 2,376	5,152 2,376	
Softwill Tournements Secretal Tournements	2,376	2,376	2,376	2,376	2,376	2,376	2,376	2,3%	2,376	2,376	2,376	
Lactace Tournments	-		-	-			-	-	-			
Achey Tourneres	220	220	220	220	220	220	220	220	200	220	220	
Probe Tomareds	792	790	790	790	790	790	790	790	790	790	792	
Baskebal Tournments	-		1,794	1,794	1,794	1,794	1,794	1,794	1,794	1,794	1,796	
Vollegbal Tournerts		-	2,208	2,208	2,208	2,208	2,200	2,208	2,208	2,208	2,200	
WhatEng Meets		-	1,320	1,320	1,320	1,320	1,320	1,320	1,300	1,300	1,330	
CheeConce	-		1,563	1,500	1,500	1,000	1,500	1,500	1,500	1,500	1,900	
Pickie Ball	-	-	150	150	150	150	150	150	150	150	150	
Rengatutipedal Events	-	-	200	200	200	200	200	200	200	200	200	
otal Atlandance by Event Type												
Delly Rentalis	220,500	239,100	305,700	344,700	363,700	363,700	263,700	263,700	363,730	363,790	363,700	2
Socoe Tournements	30,912	36,064	41,216	46,300	\$1,520	\$1,520	51,520	\$1,520	91,538	91,530	\$1,530	
Sofbel Tournerets	9,500	11,000	11,800	14,256	14,256	14,256	14,256	14,256	14,256	14,256	14,256	
Essebel Toursments Lacrana Toursments	9,506	11,880	11,000	14,256	14,256	14,256	14,256	14,256	14,256	14,256	94,296	1
Aphen Tournereds	220	220	220	200	200	200	200	200	200	200	220	
Fride Tomments	790	792	790	790	790	790	750	750	790	790	792	
Easkettel Tournements	-		10,764	12,558	14,362	16,146	17,940	17,940	17,940	7,90	17,940	1
Volleybel Tournerets	-	-	13,348	15,456	17,004	19,672	22,000	22,000	22,000	25,000	22,000	1
Wheeling Weets	-		1,320	1,390	2,040	2,040	2,640	2,640	2,640	2,640	2,640	
CheerConce			1,500	1,500	3,125	3,125	3,125	3,125	3,125	3,125	3,125	
Pickle Ball	-		300	300	400	460	000	000	600	600	600	
Banqueb/Special Events	-		1,200	1,400	1,000	1,000	2,000	2,000	2,000	2,000	2,000	
Total	271,432	290,936	400,000	453,109	44.95	44,777	<b>6</b> 13,129	<b>4</b> 03,129	403,129	40,129	40,120	4

Mr. Sheridan then reviewed the financial forecasts for the future which is based on present information using predicted budgeting.

#### **Proforma**

Sports Complex Projection & Pro	200																		
		Yes		r2	Yra	Tré		Yrs	Tr	ı	Yr 7	Tr.		Yes		Yr 10	Yr 20		Yes
Revenue (000c)	т			т			г			Т			Т		г			Г	
Rental Revenue	\$	891	\$ 9	95 \$	1,610	\$ 1,757	\$	1,923	\$ 2,000	\$	2,095	\$ 2,15	a la	\$ 2,220	8	2,289	\$ 3,077	\$	4,130
Net Concessions/Catlefing	5	87		01 5	174			223	\$ 230		250	\$ 29		\$ 262	5	268	\$ 342	\$	441
Advertising & Sponsorship (net)	\$	50	\$	52 \$	53	\$ 95	\$	56	s s	\$	60	\$ 0	ı	\$ 60	5	65	\$ 80	\$	110
Other	\$	31	\$	34 \$	55	\$ 60	\$	66	\$ 60	\$	72	9 7	1	\$ 76	5	79	\$ 105	\$	141
Total		1,058	8 t/s	H 1	1,091	\$ 2,070	۰	2,260	\$ 2,367	۰	2,477	9 2,54	•	2,624	۰	2,791	\$ 2,811		4,835
Expenses (RRS)				П			l			ı			١		ı	- 1			
Salaties, Wages & Denefits	5	671	\$ 0	91 \$	1,100	\$ 1,133	\$	1,107	\$ 1,000	\$	1,238	\$ 1,27	5 1	\$ 1,313	8	1,353	\$ 1,010	\$	2,440
General & Admin	5	50	\$	52 5	73	\$ 75	\$	76	s 71	1	00	9 0	ı	s 60	5	85	\$ 100	\$	136
Dities	5	200	\$ 2	96 \$	462	\$ 409	\$	-65	\$ 40	\$	409	9 69	6	900	5	511	\$ 601	5	721
Sales & Warketing	5	30		35 \$	97	\$ 62		68	9 7		74	9 7		\$ 79	5	81	\$ 100	5	140
Repeilt & Maintenance	\$	110	\$ 1	13 \$		\$ 235		239	\$ 24	\$	246	\$ 29	0 1	\$ 254	5	259	\$ 300	\$	374
neumoce	5	10	\$	20 \$	26	\$ 29	\$	32	\$ 30	\$	38	\$ 4	0 1	s 42	5	- 6	\$ 81	5	140
Advertising & Other	5	25	\$	26 \$	- 6	\$ 42	\$	40	\$ 4	\$	45	\$ 4	6	8 47	5	40	\$ 59	5	74
Management Fee (% of Revenue)	5	85	\$	95 \$	151	\$ 100	5	101	\$ 185	5	198	\$ 20		\$ 210	5	216	\$ 269	5	367
Recenes	\$	32	\$	35 \$	57	\$ 62	\$	68	9 7	\$	74	9 7	6 1	\$ 79	5	81	\$ 100	\$	145
Total		1,222	8 tu	74 1	2,199	\$ 2,272		2,250	\$ 2,414	۰	2,482	\$ 2,54	5	2,011		2,670	1 2,679		4,573
Net Operating Income	1	(194)	1	100	(207)	9 (MIZ)	•	(62)	9 (6	1	P)	1	4	1 14	1	23	122	1	261

Hunden projects that the Project will operate at a loss of \$164,000 in Year 1. When the indoor facility opens in Year 3, Hunden projects the Project will operate at a loss of \$307,000. Over time, sports complexes develop a consistent and stable tournament model, leading to increasing operating margins. The most revenue is expected to come from space rentals, followed by net concessions/catering revenues.

The expenses shown in blue reflect the expenses projected at the opening of the outdoor components of the Project. In Year 3, general and administrative expenses are projected to increase by \$250,000, repairs and maintenance are projected to increase by \$115,000 and advertising and other is expected to increase by \$15,000 (all expenses are adjusted for inflation).

Finally, Mr. Sheridan reviewed projected economic benefits of the proposed sports facility.

# **Room Nights**

Impact Inputs & Projections												
	Yr1	Yr 2	Yr 3	Yr4	Yr5	Yr6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 20	Yr 30
Total Room Nights Generated												
Soccer Tournaments	10,538	12,295	14,051	15,807	17,584	17,564	17,584	17,584	17,584	17,584	17,564	17,584
Sofball Younaments	2,592	3,240	3,240	3,888	3,888	3,888	3,888	3,888	3,888	3,888	3,888	3,888
Baseball Tournaments	2,592	3,240	3,240	3,888	3,888	3,888	3,888	3,888	3,888	3,888	3,888	3,888
Saskeball Tournaments		-	3,670	4,281	4,893	5,504	6,116		6,116	6,116	6,116	6,116
Volleybell Toursments		-	3,974	4,637	5,299	5,962	6,624	8,624	6,634	6,624	6,624	6,524
Wrestling Meets	-		480	480	960	960	980	960	960	960	960	960
CheerDance	-	-	391	391	781	781	781	781	781	781	781	781
Pickle Ball	-	-	60	60	90	90	120	120	120	120	120	120
Banquets/Special Events	-		92	108	123	138	154	154	154	154	154	154
Total	15,722	18,775	29,198	33,540	37,486	38,775	40,095	40,095	40,095	40,095	40,095	40,095
Source: Hunden Strategic Partners												

In Year 1, Hunden projects the Project to generate over 15,700 room nights. Once the indoor facility is opened in Year 3, Hunden projects the Project to generate nearly 29,200 room nights. Upon stabilization of the Project in Year 7, the Project is projected to generate over 40,000 annual room nights. Upon stabilization, the majority of room nights are projected to be generated by soccer tournaments, volleyball tournaments and basketball tournaments.

# **Direct, Indirect & Induced Net New Spending**

As a result of the Project, the city will experience new visitors for tournaments and practices that would not have visited the market otherwise. These net new visitors will spend money in The Dalles, supporting the local economy. Hunden classifies spending in five categories: food & beverage, lodging, retail, transportation and other. Hunden projects direct net new spending will total \$943 million over 30 years. As this net new direct spending trickles through the The Dalles economy, it generates induced and indirect spending.

Combined total net new spending within The Dalles is expected to surpass \$1.5 billion over 30 years.

	Direct Net NewRecaptured Spending to Wasco County (000s) - Sports Complex																									
	ı	Year 1		Year 2		Year 3		Year 4	l	Year 5	ı	Year 6		Year 7	ı	Year 8	1	Year 9		Year 10		Year 20		Year 30	1	Total
Food & Beverage	\$	2,573	\$	3,165	\$	5,182	\$	6,111	\$	7,028	\$	7,502	\$	8,004	\$	8,244 \$	\$	8,482	\$	8,748	\$	11,754	ŝ	15,797	\$	307,095
Lodging	\$	629	\$	774	8	1,239	\$	1,488	\$	1,688	\$	1,798	\$	1,915	\$	1,972 \$	\$	2,032	\$	2,093	\$	2,812	\$	3,779	\$	73,520
Rotal	\$	1,130	\$	1,390	8	2,296	\$	2,683	\$	3,086	\$	3,294	\$	3,514	\$	3,620 \$	\$	3,728	\$	3,840	\$	5,161	\$	6,936	\$	134,835
Transportation	\$	2,248	\$	2,765	8	4,510	\$	5,339	\$	6,139	\$	6,553	\$	6,993	\$	7,202 \$	\$	7,418	\$	7,641	\$	10,269	\$	13,800	\$	268,283
Other	\$	1,337	\$	1,645	\$	2,683	\$	3,176	\$	3,652	\$	3,898	\$	4,160	\$	4,284 8	1	4,413	\$	4,545	\$	6,109	\$	8,209	\$	159,592
Total	\$	7,918	\$	9,739	\$	15,860	\$	18,776	\$	21,592	\$	23,046	\$	24,586	\$	25,323 \$	1 2	£,083	\$	26,865	\$	36,105	\$	48,522	\$	943,325
Source: Hunden Strate	QC II	an rest			0	lireat, In	dire	ot & Ind	uo	ed Spen	din	g to Was	00	County	(0)	00s) - Spo	rts	Compl	ez							
	1	Year		Year 2		Year 3		Year 4	1	Year 5	1	Year 6		Year 7	١	Year 8	1	Year 9		Year 10		Year 20		Year 30		Total
Direct	\$	7,918	\$	9,739	\$	15,880	\$	18,776	\$	21,592	\$	23,046	\$	24,586	\$	25,323 \$	1 2	6,083	\$	26,865	\$	36,105	\$	48,522	\$	943,325
Indirect	\$	3,053	\$	3,756	8	6,116	\$	7,240	\$	8,326	\$	8,887	\$	9,480	\$	9,765 \$	1	0,058	\$	10,359	\$	13,922	\$	18,710	\$	363,747
Induced	\$	1,729	\$	2,120	\$	3,454	\$	4,089	\$	4,702	\$	5,019	\$	5,354	\$	5,515 \$	8	5,680	\$	5,851	\$	7,863	\$	10,567	\$	205,432
Total	\$	12,694	\$	15,614	\$	25,429	\$	30,104	\$	34,619	\$	36,951	\$	39,420	\$	40,603 \$	\$ 4	1,821	\$	43,075	\$	57,890	\$	77,799	\$	1,512,504
Source: Hunden Sinte	git P	afres																			'					

# **Net New Earnings & Full-Time Equivalent Jobs**

Jobs will be created onsite as well as offsite from the direct, indirect and induced spending. Over 30 years net new earnings within The Dalles is expected total nearly \$655 million, supporting an average of 383 new jobs over 30 years.

Net New Earnings & FTE Jobs from Direct, Indirect & Induced Spending (000s) - Sports Complex																									
		Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8		Year 9		Year 10	Year 20		Year 30		Total
Net New Earnings											Г				Г							Г			
rom Direct	\$	3,733	\$	4,591	\$	7,479	\$	8,854	\$	10,182	\$	10,868	\$	11,594	\$	11,942	\$	12,300	\$	12,669	\$ 17,027	\$	22,882	\$	444,857
rom Indirect	\$	1,052	\$	1,293	\$	2,104	\$	2,490	\$	2,864	\$	3,056	\$	3,260	\$	3,358	\$	3,459	\$	3,562	\$ 4,788	\$	6,434	\$	125,094
From Induced	\$	717	\$	881	\$	1,435	\$	1,699	\$	1,954	\$	2,086	\$	2,225	\$	2,292	\$	2,360	\$	2,431	\$ 3,267	\$	4,391	\$	85,367
Total	\$	5,501	\$	6,766	\$	11,018	\$	13,043	\$	15,000	\$	16,010	\$	17,079	\$	17,592	\$	18,119	\$	18,663	\$ 25,082	\$	33,707	\$	655,318
Net New FTE Jobs									l																Average
From Direct		96		115		181		208	l	233		241		250		250		250		250	250		250		236
From Indirect		39		46		73		84	l	94		97		101		101		101		101	101		101		95
From Induced		21		26		41		47	l	52		54		56		56		56		56	56		56		53
Total		156		187	Г	295	Г	339	Г	379	Г	392	Г	407	Г	407	Г	407	Г	407	407	П	407	Г	383

### **Summary of Impacts**

Over 30 years the Project is expected to generate more than \$1.5 billion in net new spending, \$655 million in net new earnings and 407 net new full-time equivalent jobs.

Over 30 years, the City of The Dalles will experience an additional \$5.9 million in income tax and hotel accommodations tax.

30-Yr. Summary of Impacts	Sports Complex
Net New Spending	(millions)
Direct	\$943
Indirect	\$364
Induced	\$205
Total	\$1,613
Net New Earnings	(millions)
From Direct	\$445
From Indirect	\$125
From Induced	\$85
Total	\$666
Net New FTE Jobs	Actual
From Direct	250
From Indirect	101
From Induced	58
Total	407
Capturable City Taxes	(millions)
Transient Room Tax - City (8.0%)	\$5.9
Total	\$5.9
Capturable Local Total	\$5.9
Source: Hunden Strategic Partners	

Mr. Stone noted that they are still working with the school districts and will be looking at the potential use for them which is an important piece. Once those meetings have concluded, the report will be finalized.

Commissioner Brady said he is happy to hear that the districts are engaged. He asked how many regional sports facilities are publicly owned and how many are privately owned. Mr. Sheridan replied it is a mix but about 80% are publicly owned. He said that the Podium in Spokane is the most competitive and compelling facility in the area and is owned by the Spokane Public Facilities District. He said it is a small to mid-sized flexible venue and is used primarily for ticketed events, such as concerts, which supports the sports activities. Although publicly owned, it is operated by a private company. It is an indoor facility.

Vice-Chair Hege asked what the size of the pink areas on the map represent. Mr. Sheridan answered that it depicts the volume of visitors traveling to and from those facilities – it is very general. The focus is on understanding the tracking data on the slides that follow. The program they use can geo-fence the locations on a map and set a timeline for visitation – they used the 2022 calendar year. Then distance buckets are set – numbers of people traveling to the venue delineated by distance segments.

Commissioner Brady inquired about the financing and funding options for construction and operation. Mr. Sheridan responded that a lot of what they see across the country is an increase in lodging or sales taxes with lodging taxes being the more popular since it taxes those coming in to use the facility. He said there are other options such as financing and grant funding.

Commissioner Brady asked if we would bond for initial construction. Mr. Stone replied that as a government entity we could do that but ideally we would be utilizing lease income derived from the old sports field and also the Enterprise Zone and Strategic Investment Programs.

Vice-Chair Hege asked to confirm that the projections do not include debt payment or capital investment. Mr. Sheridan concurred.

Vice-Chair Hege pointed out that like any new business there are initial losses. He asked how many of the facilities operate without subsidies. Mr. Sheridan pointed out that for facilities that do not do a feasibility study, such as this, there are greater losses. He said they are conservative with their estimates as they do not want to overbuild a project – the goal is to have the facility break even or see a slight profit between five and ten years after construction. The projects are for improving the quality of life and providing a tourism asset.

Commissioner Brady asked if the culture of the community supports the success of the project or will we need to build from scratch. Mr. Sheridan replied that it is important to speak to folks in the local market so we do not have a facility that sits empty 4 days a week. From the indoor perspective there are not a lot of existing opportunities and so people are sharing limited resources. Commissioner Brady commented that our Hispanic community would like an indoor soccer facility.

Commissioner Brady asked if there is add-on tourism not related to sports – do they come for the sports and then stay for other tourism assets? Mr. Sheridan responded that it does happen; they account for that in their projections. He said sports tourism is a great way to introduce people to what else is available.

Vice-Chair Hege noted that we do not have a design for this facility but it would likely costs tens of millions to build. He asked if Mr. Sheridan has a price range for construction. Mr. Sheridan said that is not an aspect of what they do but he agreed that it would be in the tens of millions. Vice-Chair Hege said he just wants people to understand that this is a significant capital investment that will provide opportunity for our youth and our economy.

Commissioner Brady said that the premise is that the recently acquired 154 acres would be a viable site for the sports complex. He stated that 6 years ago he was on the committee looking for a place to build a new high school. Three poor choices were identified. Three years ago he served on a committee to locate a

site for a new hospital with similar results unless Kramer field could become available. He said his point is that the City of The Dalles does not have space available for large facilities which is what makes the 154 acres ideal for the proposed sports facility.

Vice-Chair Hege said that he assumes when the report is finalized it will be made publicly available. Mr. Stone suggested that it be brought to a future work session to be reviewed in detail. Vice-Chair Hege said it would be good to go through it in more detail at a public meeting. He said he will also want to know how we are going to get there and what the next steps are. He suggested that the City should be involved and we should be doing this as a community. If we develop this, it needs to be used at a high rate; the schools are an important part of that. There is a lot of work to be done toward a collaboration. It is a huge project and a great opportunity.

City Councilor Dan Richardson agreed that this is a big and exciting project and he appreciates the big thinking. He said he would encourage the County to reach out to the community to stress test this idea so that as it moves forward so there is community buy-in. He said that will also be an opportunity to answer the hard questions such as the pressure new jobs will place on the housing market. Chair Kramer said he would suggest that the City and County partner on the outreach efforts. Mr. Sheridan commented that the projected average salary for new jobs is \$35,000 - \$45,000.

Mr. Stone said there is a tendency for people to jump to the end of the project but we are just at the starting line with a tremendous amount of work ahead. We will need to get community feedback and hold stakeholders meetings. This is the feasibility study; we will need to go out for feedback and work with community partners. He said he will not recommend moving forward without the community partners. We need to be patient.

#### PUBLIC HEALTH UPDATES

Commissioner Brady reported that he has been meeting with North Central Public Health District (NCPHD) Executive Director Shellie Campbell. There were a lot of practical issues and we have answered most of those. Some of the issues came back to financial questions which have largely been answered by Finance Director Mike Middleton. The NCPHD Board will be bringing this to their meeting this month. He said his question is, are we comfortable with the

direction we are headed.

Chair Kramer observed that the County is moving forward with a new facility that has a lot of moving parts. We need to be able to factor Public Health into that decision. He said his opinion is that Public Health should be a County department and not a District. He said it is an important part of the community for which he advocates in his role at AOC. He said we have a lot to consider including the departure of Gilliam County from the District. With their departure it makes even more sense that it be a department. He said he appreciates the work being done on this; we need an answer.

Vice-Chair Hege asked the status of the GOHBI bldg. Mr. Stone said we just signed amendment to our purchase agreement to extend closing to allow us to wrap up the environmental study; as soon as we clear that hurdle, we will be able to close. It is highly likely that we will close on the purchase; the only remaining issue is the roof.

Vice-Chair Hege said, in terms of Public Health, his general thought is they separated for a specific reason before he was here. He asked if they want to come back to the County. He said if it were up to him, he likes that they are independent in the same way that mental health is separate; these are complex services. Ultimately, we are responsible for these services in any case. He said he is somewhat ambivalent as there are challenges either way. He said he likes the idea of working regionally. He suggested that what would make more sense is to provide services regionally with Hood River.

Commissioner Brady agreed that there are advantages either way. The question to ask is not what does Wasco County do for Public Health but what would Public Health do for Wasco County. They would join our Management team. He pointed out there is also an aspect of this decision that involves Sherman County.

Ms. Campbell said they have had conversations with County staff plus questions for their board, staff and community. They will be discussing this at their board meeting next week and will have their counsel there to help get some answers as far as statutory obligations. This has involved legal from Sherman, Wasco and OHA; there would still need to be an IGA with Sherman County. She explained there would also need to be an administrator position for Sherman County to oversee, the financial reporting of pass through dollars - how they are used and reported. She said they also would want to know that Sherman County's concerns

are heard. She noted that some conversations have generated more questions. Over the next couple of months those conversations will continue.

Vice-Chair Hege asked if there are counties in Oregon contracting with another county for services. Ms. Campbell replied that there are - Josephine County contracts out services to community based organizations; 2 counties are overseen by the State which in turn contracts out for services. Gilliam County now contracts out some of their services to other counties such as environmental health inspections.

Chair Kramer said he sees this as an opportunity. There are 33 counties in the state that do their own Public Health. We will work through this and get it figured out. We will provide the best Public Health that we can and continue to be the front runner as we are in many areas. Conversations will continue. He said he appreciates all the work.

Chair Kramer adjourned the meeting at 10:38 a.m.

#### **Summary of Actions**

#### **MOTIONS**

- To approve Amendment 3 to OHA Grant Agreement 162432 for the Alcohol and Drug Prevention and Education Program.
- To approve Order 23-049 appointing Marla McNary to the Fort Dalles Museum Commission.

Wasco County Board of Commissioners

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



# **DISCUSSION LIST**

OHA IGA AMENDMENT – Debby Jones

FORT DALLES MUSEUM APPOINTMENT – Kathy Clark



# **DISCUSSION ITEM**

# **Oregon Health Authority IGA Amendment**

**GRANT AGREEMENT AMENDMENT #3** 

**MOTION LANGUAGE** 



#### **Grant Agreement Number 162432**

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

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

This is amendment number 03 to Grant Agreement Number 162432 between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA," and

Wasco County dba Wasco County Youth Services 202 East Fifth Street The Dalles, Oregon 97058

Attn: Steve Kramer, Chair-Wasco County Board of Commissioners

Telephone: 541-506-2673 Facsimile: 541-506-2661

E-mail address: kathyc@co.wasco.or.us debbyj@co.wasco.or.us

mollyr@co.wasco.or.us

hereinafter referred to as "Recipient."

- 1. This amendment shall become effective on the later of: (I) **June 30, 2023** provided it is (i) approved in writing by the Oregon Department of Justice on or before such date, and (ii) when required, approved in writing by the Oregon Department of Administrative Services, and (iii) is signed by all parties, regardless of the date of the parties' signatures; or (II) the date this amendment is approved in writing by the Oregon Department of Justice, provided it is (i) when required, approved in writing by the Oregon Department of Administrative Services, and (ii) is signed by all parties, regardless of the date of the parties' signatures.
- **2.** The Agreement is hereby amended as follows:
  - **a.** The OHA contact information on Page 1 is deleted and replaced with the following:

Public Health Division
Health Promotion & Chronic Disease Prevention Section
800 NE Oregon Street, Suite 730
Portland, OR 97232

Agreement Administrator: Ophelia S. Vidal or delegate Telephone: 971-346-6419

Facsimile: 971-673-0994

E-mail address: Ophelia.s.vidal@oha.oregon.gov

- Section 1. "Effective Date and Duration" to extend the expiration date from b. June 30, 2023 to June 30, 2025.
- Section 2, Agreement Documents, b. to read as follows: language to be deleted c. or replaced is struck through; new language is underlined and bold.
  - b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A Part 1, A Part 2, A part 3, C, and E, and any other documents referenced and incorporated.
- d. Section 3. "Grant Disbursement Generally" to increase the maximum not-toexceed amount payable to Recipient under this Agreement by \$123,501.00, to a new maximum not-to-exceed amount payable amount of \$446,923.00.
- Exhibit A, Part 1, "Program Description" is superseded and restated in its e. entirety as set forth in Exhibit A, Part 1, "Program Description", attached hereto and incorporated herein by this reference;
- f. Exhibit A, Part 2, "Payment and Financial Reporting", Section 1.a. to read as follows: language to be deleted or replaced is struck through; new language is underlined and bold.
  - a. OHA will reimburse Recipient for allowable expenses incurred in performing Program activities as described in Exhibit A, Part 1, Program Description that are approved by OHA. Recipient may request approval of expenses by submitting a detailed budget to OHA, which OHA may, but is not required to approve for any listed expenses. Any OHA approval shall be in writing. Following OHA approval of a budget, budget adjustments of up to 10% of the cumulative grant award amount are allowable between or within Budget categories and line items, provided that Recipient shall notify the OHA Agreement Administrator of all such changes. consistent with the OHA approved Budget\* for the subject period. \*Note re: Budget Adjustments: Budget adjustments of up to 10% of the cumulative grant award amount are allowable between or within Budget categories and line items. No OHA approval is required for such adjustments, but Recipient shall notify the OHA Agreement Administrator of all such changes. Budget adjustments exceeding 10% of the cumulative grant award amount between or within Budget categories and line items require the prior written approval of the OHA Agreement Administrator.
- Exhibit A, Part 2, "Payment and Financial Reporting", Section 1.e. to read as g. follows: language to be deleted or replaced is struck through; new language is underlined and bold.
  - Recipient shall send all Expenditure Reports and Reimbursement e. Requests, to OHA's Contract Administrator (Ophelia Vidal)(Leah Festa) at the following email addresses, or to any other address as OHA may indicate in writing to Recipient: Ophelia.S.Vidal@oha.oregon.gov Leah.festa2@state.or.us.

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- Exhibit B, "Standard Terms and Conditions" is superseded and restated in its h. entirety, as set forth in Exhibit B, "Standard Terms and Conditions", attached hereto and incorporated herein by this reference
- Exhibit C, "Subcontractor Insurance Requirements" is superseded and i. restated in its entirety, as set forth in Exhibit C, "Subcontractor Insurance Requirements", attached hereto and incorporated herein by this reference.
- Exhibit D, "Federal Terms and Conditions" is superseded and restated in its j. entirety, as set forth in Exhibit D, "Federal Terms and Conditions", attached hereto and incorporated herein by this reference.
- Exhibit E "Information Required by 2 CFR 200.332(a)(1)" is superseded and k. restated in its entirety, as set forth in Exhibit E, "Information Required by 2 CFR 200.332(a)(1)", attached hereto and incorporated herein by this reference.
- 3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.
- 4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:
  - Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;
  - The information shown in Section 5.a. "Recipient Information" of the original b. Agreement, as amended is Recipient's true, accurate and correct information;
  - To the best of the undersigned's knowledge, Recipient has not discriminated c. against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
  - Recipient and Recipient's employees and agents are not included on the list titled d. "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx;
  - Recipient is not listed on the non-procurement portion of the General Service e. Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <a href="https://www.sam.gov/SAM">https://www.sam.gov/SAM</a>;
  - f. Recipient is not subject to backup withholding because:
    - (1) Recipient is exempt from backup withholding;

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- (2) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
- (3) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- g. Recipient's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to OHA is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN or SSN within 10 days.
- **5. Recipient Information**. Recipient shall provide the information set forth below upon execution of the Agreement.

#### PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exa	ctly as filed with the IRS):	Wasco County, Oregon
Street address:	511 Washington Street, Suite	207
City, state, zip code:	The Dalles, OR 97058	
Email address:	debbyj@co.wasco.or.us	
Telephone:	(541.5)06.2673	Fax: (541)506.2551
<u> </u>	ed Agreement amendment. All	le the following information upon insurance listed herein must be in effect
Workers' Compensatio	n Insurance Company: SAIF	
Policy #: 482892		Expiration Date: 6.30.2024

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

6. Signatures.		
Wasco County By:		
	Steven D. Kramer	
Authorized Signature	Printed Name	
Board Chair	8.2.2023	
Title	Date	
By:		
Authorized Signature	Printed Name	
Title	Date	
Approved for Legal Sufficiency:		
Via email by Erika Hamilton, Assista	ant Attorney General	June 30, 2023
Oregon Department of Justice	•	Date

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#### **EXHIBIT A**

#### Part 1 Program Description

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

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

- a. ADPEP strategies are defined by the National Academies of Science Continuum of Care prevention categories, which include promotion, universal, selective, and indicated prevention. The categories are defined as follows:
  - (1) Promotion and universal prevention address the entire population with messages and programs aimed at prevention or delaying the use of alcohol, tobacco and other drugs.
  - (2) Selective prevention targets individuals or groups who experience greater risk factors (or fewer protective factors) that put them at higher levels of risk for substance misuse than the broader population.
  - (3) Indicated prevention is designed to prevent the onset of substance abuse in individuals who have not been diagnosed with a substance use disorder, but who are showing elevated levels of risk and early signs of substance misuse.
- **b.** ADPEP support implementation of the Center for Substance Abuse Prevention's (CSAP) six strategies:
  - (1) Information Dissemination;
  - (2) Prevention Education;
  - (3) Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives;
  - (4) Community Based Processes;
  - (5) Environmental/Social Policy; and
  - (6) Problem Identification and Referral.

#### 2. Required Program Activities.

Recipient must complete each of the following:

a. Recipient shall submit, a Biennial ADPEP Plan ("Biennial ADPEP Plan") to OHA, for 2023-2025 which details the strategies to be implemented, as outlined in this Program Description, and as described in biennial ADPEP Program Guidance documents provided by OHA and the goals, objectives, and outcomes to be achieved by implementing those strategies. OHA will review the plan and budget and issue approval if the plan meets ADPEP Program Guidance, which is available at the following link:

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https://www.oregon.gov/oha/PH/DISEASESCONDITIONS/CHRONICDISEASE /HPCDPCONNECTION/Documents/ADPEP Budget and Program Guidance 2 023-2025%20 FINAL%20DRAFT%20(1).pdf. Plans must utilize program workplan template, include a minimum of one universal prevention category, participation in statewide or local initiatives and strategies that address alcohol or aims to reduce excessive alcohol use, reflect evidence-based practices and community priorities.

(Completion Due: A 2025-2027 Biennial ADPEP Plan is due June 1, 2025).

- b. Recipient shall implement the Recipient's OHA-approved 2023-2025 Biennial ADPEP Plan, which include, the following types of prevention strategies and activities:
  - Information Dissemination local implementation of media campaigns; (1) Public Service Announcements (PSA);
  - Prevention Education assuring school policy supports evidence-based (2) school curricula and parenting education and skill building; peer leadership; classroom education;
  - Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives youth (3) leadership and community service projects that support policy strategies and goals; mentoring programs;
  - **(4)** Community Based Processes - community engagement and mobilization; Building and effectively managing prevention coalitions;
  - (5) Environmental/Social Policy - school policies and community or organizational rules and laws regulating alcohol, tobacco and other drugs; and
  - Problem Identification and Referral sustainable referral systems to (6)evidence-based health care systems, services and providers.

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

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

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

#### 3. Reporting Requirements.

Recipient shall report to OHA semi-annually to describe progress made in a. completing activities and achieving the goals and objectives set forth in the Recipient's OHA-approved Biennial ADPEP Plan. If Recipient completes fewer than 75% of the planned activities in its OHA-approved ADPEP Plan for two consecutive calendar quarters in one state fiscal year, in addition to any other remedies provided elsewhere in this Agreement, Recipient will not be eligible to receive funding under this grant agreement during the next state fiscal year.

(Semi-Annual Progress Reports Due: on an ongoing basis throughout the term of this Agreement each six months beginning with the first report in January, 2024 and as otherwise requested by OHA).

b. Recipient shall submit written annual Progress reports to OHA using forms and procedures provided by OHA to describe results in achieving the goals and

162432-3/hst Page 7 of 25 Updated: 5/10/2023 objectives through implementing the evidence-based strategies set forth in the Recipient's OHA-approved Biennial ADPEP Plan as well as any obstacles encountered, successes and lessons learned.

(**Annual Progress Reports Due: July 30, 2023** (for the period of July 1, 2022 – June 30, 2023) and July 30, 2024 (for the period of July 1, 2023 – June 30, 2024).

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#### **EXHIBIT B**

#### **Standard Terms and Conditions**

- 1. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.
- 2. Compliance with Law. Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.
- 3. Independent Parties. The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Grant Funds; Disbursements.
  - a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
  - b. **Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, Recipient shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT disbursement. Recipient shall maintain at its own expense a single financial institution or authorized disbursement agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any disbursement made using EFT procedures, the Recipient shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any disbursement under this Agreement until receipt of the correct EFT designation and disbursement information from the Recipient.

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- 5. **Recovery of Overpayments and Misexpended Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement or while Recipient is in violation of one or more of the provisions of this Agreement "Misexpended Funds" or that remain unexpended on the earlier of termination or expiration of this Agreement "Unexpended Funds" must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA's written demand and no later than 15 days after OHA's written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.
- Ownership of Work Product. Reserved. 6.

#### 7. Contribution.

- a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (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 13 with respect to the Third Party Claim.
- b. With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- c. With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall

162432-3/hst Page 10 of 25 OHA IGA Grant Amendment (reviewed by DOJ) Updated: 5/10/2023 contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

This Section shall survive expiration or termination of this Agreement.

8. Indemnification by Subcontractors. Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

#### 9. Default; Remedies; Termination.

- **a.** Default by Recipient. Recipient shall be in default under this Agreement if:
  - (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
  - (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
  - (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

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- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- b. OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
  - (1) termination of this Agreement under Section 9.c.(2);
  - (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
  - (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
  - (4) exercise of its right of recovery of overpayments and misexpended funds under Section 5. of this Exhibit B.

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

#### **c.** Termination.

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
  - (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
  - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
  - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
  - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or

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- benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.
- (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.
- 10. **Insurance**. All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
- 11. Records Maintenance, Access. Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:
  - Six years following final disbursement and termination of this Agreement; a.
  - The period as may be required by applicable law, including the records retention b. schedules set forth in OAR Chapter 166; or
  - Until the conclusion of any audit, controversy or litigation arising out of or related c. to this Agreement.
- 12. Information Privacy/Security/Access. If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets

162432-3/hst Page 13 of 25 Updated: 5/10/2023 or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

#### 13. Assignment of Agreement, Successors in Interest.

- Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.
- 14. **Resolution of Disputes**. The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.
- 15. **Subcontracts.** Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.
- **16.** No Third Party Beneficiaries. OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.
- **17.** Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.
- 18. **Notice**. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective

162432-3/hst Page 14 of 25 Updated: 5/10/2023 five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement 500 Summer Street NE, E-03 Salem, OR 97301 Telephone: 503-945-5818

Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

- 19. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 20. Amendments; Waiver; Consent. OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.
- 21. Merger Clause. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.
- **22. Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

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#### **EXHIBIT C**

#### **Subcontractor Insurance Requirements**

Recipient shall require its first-tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to:

- i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between Recipient and the Contractors (the "Subcontracts"), and
- ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Recipient.

Recipient shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a Contractor to work under a Subcontract when the Recipient is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first-tier" Contractor is a Contractor with which the Recipient directly enters into a Subcontract. It does not include a subcontractor with which the Contractor enters into a contract.

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

#### INSURANCE TYPES AND AMOUNTS

#### WORKERS' COMPENSATION AND 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, Contactor 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.

As applicable, Contractor 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 and/or the Longshoremen's and Harbor Workers' Compensation Act.

#### **COMMERCIAL GENERAL LIABILITY:**

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must

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#### **AUTOMOBILE LIABILITY:**

#### Required Not required

Contractor shall provide 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 \$1,000,000.00 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.

#### **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 Contractor'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:

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

#### **ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution 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 Subcontract. 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 rising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor's 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:**

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Recipient 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 Recipient has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

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#### **CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain Continuous Claims Made Liability coverage, provided the effective date of the Continuous Claims Made Coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of:

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

#### **CERTIFICATE(S) AND PROOF OF INSURANCE:**

Recipient shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before performing under this Contract. The Certificate(s) of Insurance shall list the State of Oregon, its officers, employees and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance 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(s) of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Recipient has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

#### NOTICE OF CHANGE OR CANCELLATION:

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

#### **INSURANCE REQUIREMENT REVIEW:**

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

#### **STATE ACCEPTANCE:**

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

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#### **EXHIBIT D**

#### **Federal Terms and Conditions**

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

- 1. Miscellaneous Federal Provisions. Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity. If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Oregon Department of Labor regulations (41 CFR Part 60).
- Clean Air, Clean Water, EPA Regulations. If this Agreement, including amendments, 3. exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

162432-3/hst Page 19 of 25 OHA IGA Grant Amendment (reviewed by DOJ) Updated: 5/10/2023

- 4. **Energy Efficiency.** Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
- Truth in Lobbying. By signing this Agreement, the Recipient certifies, to the best of the 5. Recipient's knowledge and belief that:
  - No federal appropriated funds have been paid or will be paid, by or on behalf of a. Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - The Recipient shall require that the language of this certification be included in c. the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352 Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
  - f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or

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- officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- The prohibitions in subsections (e) and (f) of this Section shall include any g. activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction an any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- No part of any federal funds paid to Recipient under this Agreement may be used h. for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery. Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

#### 7. Audits.

- Recipient shall comply, and require all subcontractors to comply, with applicable a. audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- If Recipient expends \$750,000 or more in federal funds (from all sources) in a b. federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Recipient expends less than \$750,000 in a fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance Access".
- 8. Debarment and Suspension. Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- 9. **Pro-Children Act.** Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

#### Medicaid Services. Reserved 10.

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- 11. Agency-based Voter Registration. If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
- **12.** Disclosures. Reserved
- 13. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:
  - The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
    - **(1)** The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
    - Any rights of copyright to which a grantee, subgrantee or a contractor (2) purchases ownership with grant support.
  - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
  - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
- 14. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
  - **Property Standards**. 2 CFR 200.313, or the equivalent applicable provision a. adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
  - **Procurement Standards.** When procuring goods or services (including b. professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
  - Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix c. II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

162432-3/hst Page 22 of 25 Updated: 5/10/2023 **15. Federal Whistleblower Protection**. Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

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#### **EXHIBIT E**

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

#### Federal Award Identification

- 1. Subrecipient\* Name (which must match the name associated with 2. below): Wasco County.
- 2. Subrecipient's Unique Entity Identifier: <u>EMKLL2MZ2NH9</u>.
- 3. Sub-award Period of Performance Start and End Date: From: 7/1/2023 To: 6/30/2025.
- 4. Total Amount of Federal Funds Obligated by this Agreement: \$107,631.12
- 5. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$399,313.12.
- 6. Name of pass-through entity, and contact information for awarding official of the pass-through entity:
  - (a) Name of pass-through entity: Oregon Health Authority
  - (b) Contact Information for awarding official of the pass –through entity: Stephen White, Health Promotion Manager; 971-804-5394 stephen.c.white@oha.oregon.gov

#### 7. Federal Award: SAPT

- (a) Federal Award Identification Number (FAIN): <u>B08TI084667-01</u>; <u>B08TI083513</u>; B08TI083963
- (b) Federal Award Date: <u>The money is continuous and another NOA will be received in October 2023</u>
- (c) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$399,313.12.
- (d) Federal Awarding Agency: <u>Department of Health and Human Services</u>, <u>Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment</u>
- (e) Federal Award Project Description: <u>Provides block grant resources for treatment services (OHA Health Services) and foundational substance abuse prevention (PHD) to address alcohol, tobacco and other drugs.</u>
- (f) CFDA Number and Name: 93.959 (Substance Abuse Prevention and Treatment Block Grant)

Amount: NOA SAPT COVID = \$19,288,251.00 NOA SAPT ARPA = \$16,658,035.00 NOA SAPT = \$24,238,524.00

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

(h) Is Award Research and Development? 
Yes No

- \*For the purposes of this Exhibit E, "Subrecipient" refers to Recipient and "pass-through entity" refers to OHA.
- \*\*The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity from 7/1/2017 to 6/30/2025.

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#### **MOTION**

**SUBJECT: OHA Amendment** 

I move to approve Amendment 3 to OHA Grant Agreement 162432 for the Alcohol and Drug Prevention and Education Program.



### **DISCUSSION ITEM**

### Ft. Dalles Museum Appointment

MARLA MCNARY APPLICATION

ORDER 23-049 APPOINTING MARLA MCNARY TO MUSEUM COMMISSION

**MOTION LANGUAGE** 



### INFORMATION AND QUALIFICATION FORM

#### FORT DALLES MUSEUM COMMISSION

VOLUNTEER POSITIONS WASCO COUNTY, OREGON

#### BACKGROUND

The Ft. Dalles Museum, a department of Wasco County, is a vital economic and cultural asset in our community and is the oldest historical museum in the State of Oregon. Run by Wasco County and the City of The Dalles, the joint Commission is made up of seven members; four members are appointed by Wasco County and three are appointed by the City of The Dalles for three-year terms. The Commission meets once each month; members are encouraged to volunteer for ongoing projects.

#### APPLICATION

WASCO COUNTY

Provide personal qualifications for this specific volunteer position.

Supplementary information may be attached. Do not provide confidential information.

Name: Marla McVary
Address:
Phone (home)
E-mail address:
Signature: Wall & W.Chary
Date: 7:6.23 / Number of years as a Wasco County resident: 4
Your objectives/goals? Desired contributions and accomplishments?
I would like to see the musium
have a more dynamic collection,
both through acquisition and de-
accessions! Work also needs to be done
to better store and care for the
current collection.

VOLUNTEER APPLICATION - FORT DALLES MUSEUM COMMISSION

Education (school, college, training, apprenticesnips, degrees, etc.)
high school Date(s):
Eastern OR University Date
bs business/economics Date
Date(s):
Experience (work, volunteering, leadership roles, achievements etc.)
Various jobs during Date(s): 66-72
bookkeeper, mortgage. Date(s): 72-91 banking/mustergardonome(s): 90-2000 OR SO
banking/mustorgardonares 90-2000 OR SO
VO unteer OR food bank Date(s): 2006-2019
General Comments/Additional Relevant Information
also volunteered for leach Botanica
also volunteered for leach Botanical parden, on their board for a
couple of years, 2 years as.
secretary for a family corporation
Leuch-early 2000's, tamily bound 2014-16
A TYPE OF A LITTLE WEST COME STYLEN IN COME

Send completed form to:

Wasco County

511 Washington Street, Suite 101 The Dalles OR 97058

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



#### IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

#### IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF MARLA MCNARY TO THE WASCO COUNTY/DALLES MUSEUM COMMISSION

#### **ORDER #23-049**

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 being present; and

IT APPEARING TO THE BOARD: That a vacancy exists on the Wasco County/The Dalles Museum Commission due to the resignation of Dawn Rasmussen; and

IT FURTHER APPEARING TO THE BOARD: That Marla McNary is willing and is qualified to be appointed to the Wasco County/The Dalles Museum Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Marla McNary be and is hereby appointed to the Wasco County/The Dalles Museum Commission to complete the term of Dawn Rasmussen; said term to expire on December 31, 2024.

DATED this 2<sup>nd</sup> day of August, 2023.

APPROVED AS TO FORM:	WASCO COUNTY BOARD OF COMMISSIONERS
Kristen Campbell, County Counsel	Steven D. Kramer, Commission Chair
	Scott C. Hege, Vice-Chair
	, Philip L. Brady. County Commissioner



#### **MOTION**

**SUBJECT: Museum Appointment** 

I move to approve Order 23-049 appointing Marla McNary to the Fort Dalles Museum Commission.



### **CONSENT AGENDA**

MINUTES: 7.19.2023 REGULAR SESSION MINUTES



### WASCO COUNTY BOARD OF COMMISSIONERS REGULAR SESSION

**JULY 19, 2023** 

This meeting was held in person and on Zoom <a href="https://wascocounty-org.zoom.us/j/3957734524">https://wascocounty-org.zoom.us/j/3957734524</a> or call in to <a href="https://www.us/j/3957734524">1-253-215-8782</a> 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 21<sup>st</sup> 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 say9ing that it has come a long way.

#### Agenda Item – Columbia River Gorge Commission Appointment

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 that 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 as 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.

#### **Commission Call**

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



### LIBRARY DISTRICT

### Agenda

**APPOINTMENT** 

**MINUTES** 



### LIBRARY DISTRICT ITEM

### **Appointment**

**DAVE MASON APPLICATION** 

ORDER 23-050 APPOINTING DAVE MASON TO LIBRARY DISTRICT BOARD

**MOTION LANGUAGE** 

## APPLICATION FOR APPOINTMENT TO WASCO COUNTY LIBRARY SERVICE DISTRICT BOARD OF DIRECTORS

Name $\frac{Dave}{(First)}$ $\frac{Mason}{(Last)}$ $\frac{A}{(M.I.)}$	_
Address	_
Telephone No	
Email Address	
How long in County? 46 years	
What is the highest level of education you have attained? M.S. Psychology	
Current Employer retired	
Address	
Telephone Number	
Briefly describe your job duties	
Briefly describe your employment history: 29 years in mental health	
Myears at Col. Gorge Com. College	

State your reasons for applying for appointment to the position: Support +h
Library Distict's mission "to serve as an
unbiased source of information with opportunities
provided for peronal, educational, cultural and
recreational enrichment."
Why do you believe you are qualified for appointment to the position?
served on several non-profit boards, and two
school boards. I have expertise in strategic
goal setting & implementation, board evaluation, ED evalua
What do you feel are the major concerns today facing the Library Service District?
Reviewing and negotiating update IGA, capital
Trinds Projects
Days available: Mon Tues Wed Thurs Fri
Evenings available: Mon Tues Wed
Daind a. Mason 6/7/23
(Signature) (Date)



#### IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

#### IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF DAVE MASON TO THE WASCO COUNTY LIBRARY SERVICE DISTRICT

#### **ORDER #23-050**

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 Vicki Thomas has resigned his position on the Wasco County Library Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That the Library Board has recommended the appointment of Dave Mason to the Wasco County Library Service District Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That Dave Mason is willing and is qualified to be appointed to the Wasco County Library Service District Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Dave Mason be and is hereby appointed to the Wasco County Library Service District Board of Directors to complete the term of Vicki Thomas; said term to expire on June 30, 2025.

DATED this 2<sup>nd</sup> day of August, 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: Library Board Appointment** 

I move to approve Order 23-050 Appointing Dave Mason to the Library Service District Board of Directors.



#### LIBRARY DISTRICT ITEM

#### **Minutes Approval**

6.7.2023 MINUTES

**MOTION LANGUAGE** 



### WASCO COUNTY LIBRARY SERVICE DISTRICT MEETING JUNE 7, 2023

PRESENT: Steven D. Kramer, Commission Chair (virtual)

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner

STAFF: Kathy Clark, Executive Assistant

Tyler Stone, Wasco County Administrative Officer

At 9:35 a.m. Vice-Chair Hege opened the meeting.

#### **Budget Hearing**

At 9:35 a.m. Chair Kramer opened a hearing regarding the 2023/2024 Library Service District Budget and explained the process to be followed.

Library Service District Budget Officer Jeff Wavrunek noted that they are doing outreach to NORCOR juveniles; it has been very successful. The Dufur Library is getting a drive-through book drop. The Dalles Library has been repainted and looks a lot better. Next Tuesday marks the kick-off of the summer reading program which helps students maintain their reading level.

Vice-Chair Hege asked if there are any changes to the budget since it was presented to the Budget Committee. Mr. Wavrunek replied there have been no changes.

{{{Commissioner Brady moved to adopt Resolution #23-004 adopting the 2023-2024 fiscal year budget for the Wasco County Library Service District with a total appropriation of \$3,547,154 and approving the tax rate of \$0.6800 per \$1,000 of assessed value – all subject to the general government limitation. Chair Kramer seconded the motion which passed unanimously.}}

The hearing was closed at 9:41 a.m.

#### **Re-appointments**

Ms. Clark explained that Library District Board appointments are limited to two consecutive appointment terms. These appointments will be the last for Ms. Coleman and Ms. Beechler. Once these terms are complete, one year will have to pass before they can be appointed to the Library Board again.

{{{Commissioner Brady moved to approve Orders 23-037 reappointing and 23-38 reappointing Kristina Coleman and Mary Beechler to the Library Service District Board of Directors. Kramer seconded the motion which passed unanimously.}}}

#### WASCO COUNTY LIBRARY SERVICE DISTRICT JUNE 7, 2023 PAGE 2

#### **Minutes**

 $\{\{\{Chair\ Kramer\ moved\ to\ approve\ the\ April\ 19,\ 2023\ Minutes.\ Commissioner\ Brady\ seconded\ the\ motion\ which\ passed\ unanimously.\}\}\}$ 

Vice-Chair Hege adjourned the meeting at 9:43 a.m.

WASCO COUNTY BOARD OF COMMISSIONERS Governing Body of the Wasco County Library Service District

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



#### **MOTION**

**SUBJECT: Minutes** 

I move to approve the June 7, 2023 Library Service District Minutes.



#### **AGENDA ITEM**

#### **Work Session**

**RECREATION PRESENTATION** 

PUBLIC HEALTH – NO DOCUMENTS/RETURN TO AGENDA



# The Dalles / Wasco County Regional Sports/Event Complex Market Analysis Study

**DRAFT** Report





## **Project Objectives**

This study aims at identifying the supply/demand for sports/recreation in the City of The Dalles and Wasco County, how the city and county stack up to surrounding communities in the regional market and finally, based on this analysis, drawing impactful conclusions that identify where strong opportunities lie to take the city and county to the next level as a community.



# Where you are now.

Assessment of the City's and the County's sports/recreation assets, including the visitation induced, their attributes and quality, and overall performance



# How you stack up.

What have other cities in the area done/are doing that has been successful in elevating the quality of life or inducing visitors?



# What are the opportunities.

Based on the assessment of where you are now and how you stack up, Hunden will identify areas that represent strong opportunities to elevate The Dalles quality of life and sports facility package.



# How we get there.

What are the next steps in the study? How do we execute and implement these opportunities?

## **SWOT Analysis**

The following SWOT analysis details the strength, weaknesses, opportunities and threats related to the proposed youth sports facility in The Dalles and Wasco County.

#### **STRENGTHS**



- Regional traffic along I-84
- Travel habits for sports tourism within the region
- Weather patterns in The Dalles relative to major markets in the Pacific Northwest
- Strong local demand / weak local supply
- Local hotel performance

#### **OPPORTUNITIES**



- Youth sports complex, w/ indoor/outdoor components to serve variety of sports
- Local facilities for local high school, recreation and quality of life
- Private sector partnerships
- Sports tourism
- Additional commercial developments surrounding Project sites

#### **WEAKNESSES**



- Lack of quality indoor and outdoor facilities that has led to decreasing and lost business
- Lack of turf and lighted spaces that restrict scheduling
- Overall lack of supporting hotel and restaurant supply (group friendly business)

#### **THREATS**



- Site constraints
- Other proposed, competing facilities with the regional market
- Regional competition for tournaments at established facilities

# **Summary Matrix**

### Youth Sports - Asset Analysis



Where
you are
now.

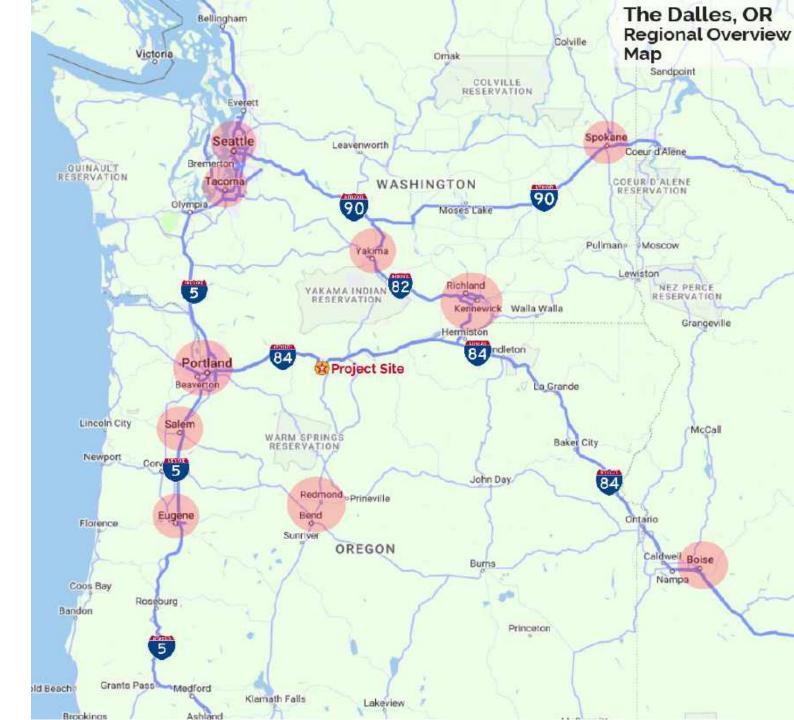
		Outdoor		Ind	oor
Element	Soccer	Baseball & Softball	Other Field Sports	Basketball	Volleyball
Supply	Limited/Weak	Limited/Weak	Limited/Weak	Limited/Weak	Limited/Weak
Demand	Strong	Strong	Moderate	Strong	Good
Top Assets	<ul><li>Chenowith Elementary School</li><li>Thompson Track</li></ul>	<ul> <li>Kramer Fields</li> <li>Sorosis Park</li> <li>Hood River Little League</li> </ul>	<ul><li>Chenowith Elementary School</li><li>Thompson Track</li></ul>	<ul> <li>The Dalles High School</li> <li>Chenowith Elementary School</li> </ul>	<ul> <li>The Dalles High School</li> <li>Chenowith Elementary School</li> </ul>

## **Regional Overview**

The Dalles is located within Wasco County and situated along Interstate 84, connecting the city and county to the Portland MSA, Tri-Cities and Boise, Idaho.

The Dalles serves as a central location in the region between central Oregon, western Oregon and the Tri-Cities, creating the potential to be a regional hub for sports tournaments.

The city serves as the county's seat and attracts sports participation from within the Columbia River Gorge, making it the optimal location within the county for a youth sports development.



# **Local Supply**

Source: Various Sources



	Loc	cal Athletic Fa	• • • • •	•							
		Distance from	Millipurpose: 6	Outdoor C. Crass	Outdoo!	or Diamonds	Indoor Bask	Indoor Volle,	Indoor	Indoor Turk	110
Facility Name	Location	Project		<u> % \</u>	<u> </u>		<u> </u>	<u></u>	<u>   </u>	<u> </u>	\$\
Kramer Fields	The Dalles, OR	1.8	Outdoor	-	-	6	-	-	-	-	-
Sorosis Park	The Dalles, OR	2.1	Outdoor	_	_	1	_	-		_	-
Bob Williams Field	The Dalles, OR	4.4	Outdoor	_	_	1	-	-		_	-
Hood River Little League Fields	Hood River, OR	20.9	Outdoor	_	_	2	_			_	_
Hood River Valley High School	Hood River, OR	22.8	Outdoor	_	1	2	-	_	-	_	-
Average	5 Facilities	10.4	-	-	1	2	-	-	-	-	-
Maximum	-	-	-	0	1	6	0	0	0	0	0

There are approximately five public facilities that offer fields/diamonds within a 30 miles radius. The local supply is extremely limited and lacking in quality and offerings. There are no indoor sports facilities in the local area.

Kramer Fields

hunden strategic partners

hunden.com | © 2023
Hunden

Bob Williams
The Field

# Regional Supply of Youth Sports Facilities

Hunden analyzed the regional competitive set of youth sports development to understand the programming and supply of facilities in the region. Hunden identified 21 regional facilities, but provided profiles and Placer.ai visitation breakdowns for eight of the most competitive regional facilities. These facilities include a mix of outdoor, indoor and indoor/outdoor developments.

	Major Reg	gional Athletic F									
Facility Name	Location	Distance from The Dalles	Mullipul Pose . C	Outdoor C. Crass	Outdoo! Turk	or Diamonds	Indoor Bask	Indoor Volley	Indoor	Indoor	Track
Delta Park - Owens Sports Complex	Portland, OR	Outdoor	5	4	7	-	-	-	-	_	
Harmony Sports Complex	Vancouver, WA	Outdoor	6	3	1	5	-	_	_	-	
Hood View Park	Happy Valley, OR	Outdoor	_	2	_	4	_	_	_	-	
Luke Jensen Sports Park	Vancouver, WA	Outdoor	_	2	_	2	_	_	_	-	
Gordon Faber Recreation Complex	Hillsboro, OR	Outdoor	_	1	6	2	_	_	_	_	
SOZO Sports Complex	Yakima, WA	102.0	Outdoor	13	4	_		_	_	_	_
Southridge Sports Complex	Kennewick, WA	Indoor/Outdoor	2	_	4	_	3	6	_	-	
Pine Nursery Park	Bend, OR	128.0	Outdoor	_	4	_	4	_	_	_	-
Capital Futbol Club	Salem, OR	131.0	Outdoor	10	3	_	_	_	_	_	-
Capital Fieldhouse	Salem, OR	133.0	Indoor	_	_	_	_	6	6	_	-
NW Sports Hub	Centralia, WA	167.0	Indoor/Outdoor	4	1	11	_	8	14	_	_
Les Schwab/Bob Keefer Sports Park	Springfield, OR	196.0	Indoor/Outdoor	_	4	_	_	3	6	_	_
Ted Norman Baseball Complex	Eugene, OR	198.0	Outdoor	4	_	-	-	_	-	_	-
FieldhouseUSA	Aubum, WA	229.0	Indoor	_	_	_	_	7	8	_	_
Starfire Sports	Tukwila, WA	246.0	Indoor/Outdoor	5	7	_	_	_	_	2	_
Sammamish River Regional Park	Redmond, WA	247.0	Outdoor	25	_	_	_	_	_	_	_
The Podium	Spokane, WA	270.0	Indoor	_	_	_	_	9	16	_	1
Dwight Merkel Sports Complex	Spokane, WA	273.0	Outdoor	6	2	5	_	_	-	_	_
Hub Sports Center	Liberty Lake, WA	282.0	Indoor	_	_	_	_	5	10	_	-
Lithia & Driveway Fields	Medford, OR	305.0	Outdoor	-	5	1	9	-	-	_	_
Simplot Sports Complex	Boise, ID	351.0	Outdoor	20	-	9	-	-	-	_	_
Average	21 Facilities	181.7	-	8	3	5	4	6	9	2	1
Maximum	-	-	-	25	7	11	9	9	16	2	1
C				-	-	-	-				

Source: Various Sources



# **Tournament Opportunity Implications & Recommendations**

Hunden interviewed local and regional stakeholders to understand where any gaps exist for the potential development of a large recreational and tournament facility in The Dalles and Wasco County. The highlights and headlines of the interviews are as follows:

- Currently, The Dalles does not have any turf surfaces for outdoor sports, and the supply of grass fields has deteriorated in quality over time without significant upgrades. Kramer Fields is currently the primarily facility that is used for baseball and softball in The Dalles, but the relocation of the hospital will eliminate the fields from the market. With the lack of quality and quantity of both fields and diamonds, The Dalles has lost the ability to host tournaments in the market, leading lost business and economic impacts of sports tourism.
- The local supply of court facilities is not meeting the current demand for field or court space in The Dalles. The introduction of a new indoor facility will cater to both local use as well as drive tournament demand on the weekends. An opportunity exists for more indoor multi-purpose space that can be used for basketball, volleyball and other flat-floor sports and activities.
- In order to accommodate the demand for baseball and softball, there is a need for a minimum of eight diamonds. With six dedicated diamonds and the ability to use four turf fields as additional diamonds, the proposed facility will replace the fields lost and Kramer Fields and add to the total supply within the market.
- The Dalles is lacking dedicated space for field sports. With eight grass fields and four artificial turf fields, The Dalles will have the supply of fields
  needed to host regional events that are currently being held elsewhere in Oregon and Washington.
- An indoor facility with six courts would give The Dalles one of the largest indoor facilities in the region. Currently, organizations are using elementary and high school gyms, which has restricted the ability to play full seasons for basketball and volleyball. With six additional courts in the market, the local users would be able to book more practice and game time per week and season and the market would have the ability to host tournaments in the city/county.

# Recommendations Overview, Financial Projections & Impact Analysis

# The Dalles / Wasco County Youth Sports: Recommendations

Based on the analysis of the youth sports market in the The Dalles, Wasco County, the region and interviews with market experts, tournament organizers, and other stakeholders, Hunden recommends the development of an indoor & outdoor complex over two phases.

Upon full build-out Hunden recommends the following:

- 4 full-sized multi-purpose, lighted turf fields
- 8 grass multi-purpose fields (soccer, baseball/softball, lacrosse, archery, Australian rules football, ultimate frisbee)
- 6 baseball/softball diamonds with turf infields and grass outfields
- 6 indoor hardwood basketball courts (12 indoor volleyball courts)

Phasing will help with initial costs and assist in identifying long-term opportunities as the market changes. Ultimately, Hunden recommends turf and lighted multi-purpose fields to extend the available time of play throughout the season and to support multiple sports. In order to attract regional tournaments for outdoor field and diamond sports, The Dalles needs to compete with the number of fields found at regional competitors. With 6 indoor basketball courts, (12 volleyball courts) The Dalles will have the ability to host indoor sports tournaments, which is currently lacking within the County. There are multiple site options, but the site for the Project has not yet been determined. The recommendations of the Project apply to the opportunities within the greater market of The Dalles.

The Dalles / Wasco	County Deta	iled Recomr	nendations	
Feature	Unit	Phase I (High Priority)	Phase II (Future Priority)	Total Build- Out
Outdoor Components				
Field Sports				
Multipurpose Turf Fields (Lighted)	Fields	4	-	4
Grass Fields	Fields	8	-	8
Total	Fields	12	-	12
Diamond Sports				
Baseball/Softball	Diamonds	6	-	6
Total	Diamonds	6	-	6
Indoor Components				
Basketball (Volleyball)	Courts	-	6 (12)	6 (12)
Total	Courts	-	6 (12)	6 (12)
Source: HSP				

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### **Tournament Projections**

The Project is projected to be completed over two phases. The first phase will focus on the outdoor components, including the multipurpose turf fields and the renovations to the grass fields. The second phase is projected to open in Year 3 and will focus on the indoor facility. Events highlighted in green are outdoor functions, while events highlighted in blue are indoor functions.

The sports complex is expected to host 16 events in Year 1 and 19 events in Year 2. Once the indoor facility is opened, the Project is projected to host 42 events in Year 3 and stabilize at 62 events in Year 7.

The sports complex is expected to be utilized between 35 and 127 days per year for tournament and event activity. The majority of the event days are expected to be a result of multi-day events.

		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 20	Yr
vents by Type													
Soccer Tournaments		6	7	8	9	10	10	10	10	10	10	10	
Softball Tournaments		4	5	5	6	6	6	6	6	6	6	6	
Baseball Tournaments		4	5	5	6	6	6	6	6	6	6	6	
Archery Tournaments		1	1	1	1	1	1	1	1	1	1	1	
Frisbee Tournaments		1	1	1	1	1	1	1	1	1	1	1	
Basketball Tournaments		-	-	6	7	8	9	10	10	10	10	10	
Volleyball Tournaments		-	-	6	7	8	9	10	10	10	10	10	
Wrestling Meets		-	-	1	1	2	2	2	2	2	2	2	
Cheer/Dance		-	-	1	1	2	2	2	2	2	2	2	
Pickle Ball		-	-	2	2	3	3	4	4	4	4	4	
Banquets/Special Events		_	-	6	7	8	9	10	10	10	10	10	
Total		16	19	42	48	55	58	62	62	62	62	62	
vent Days by Type	Days/Event												
Soccer Tournaments	2.5	15	18	20	23	25	25	25	25	25	25	25	
Softball Tournaments	2.0	8	10	10	12	12	12	12	12	12	12	12	
Baseball Tournaments	2.0	8	10	10	12	12	12	12	12	12	12	12	
Archery Tournaments	2.0	2	2	2	2	2	2	2	2	2	2	2	
Frisbee Tournaments	2.0	2	2	2	2	2	2	2	2	2	2	2	
Basketball Tournaments	2.5	-	-	15	18	20	23	25	25	25	25	25	
Volleyball Tournaments	2.5	-	-	15	18	20	23	25	25	25	25	25	
Wrestling Meets	2.0	_	_	2	2	4	4	4	4	4	4	4	
Cheer/Dance	2.0	-	-	2	2	4	4	4	4	4	4	4	
Pickle Ball	1.5	-	-	3	3	5	5	6	6	6	6	6	
Banquets/Special Events	1.0	-	-	6	7	8	9	10	10	10	10	10	
		35	42	87	100	114	120	127	127	127	127	127	

# **Attendance Projections**

Rental hours during the week will play a key role in generating revenue for the facility. Hunden projected the number of total rentable hours by surface type during weekdays and projected the total hours that each of these surfaces will be used.

At stabilization, Hunden projects the rental utilization rate to be 50 percent for the multipurpose turf, 45 percent for grass fields, 55 percent for the diamonds and 60 percent for the court space.

Daily rentals account for the majority of attendance projections, followed by soccer tournaments. Once the indoor facility is stabilized in Year 7, Hunden projects over 483,000 annual visitors to the Project.

Sports Complex Projection & Proforma		-	_	_	_	<u>-</u>	_	_	-	_	_	
	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 20	Yr :
Utilization Projections												
Multipurpose Turf Total Rentable Hours	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,40
Grass Field Total Rentable Hours	16,800	16,800	16,800	16,800	16,800	16,800	16,800	16,800	16,800	16,800	16,800	16,80
Diamond Sport Total Rentable Hours	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,40
Indoor Court Total Rentable Hours	-	-	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,00
Multipurpose Turf Total Rentable Hours	45.0%	47.5%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0
Grass Field Utilization	40.0%	42.5%	45.0%	45.0%	45.0%	45.0%	45.0%	45.0%	45.0%	45.0%	45.0%	45.0
Diamond Sport Utilization	50.0%	52.5%	55.0%	55.0%	55.0%	55.0%	55.0%	55.0%	55.0%	55.0%	55.0%	55.0
Indoor Court Utilization	-	-	50.0%	55.0%	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%	60.0
Multipurpose Turf Total Rentable Hours	3,780	3,990	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,2
Grass Field Rental Hours	6,720	7,140	7,560	7,560	7,560	7,560	7,560	7,560	7,560	7,560	7,560	7,5
Diamond Sport Rental Hours	4,200	4,410	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,62
Indoor Court Rental Hours	-	-	7,500	8,250	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,0
verage Attendance by Event Type												
Soccer Tournaments	5,152	5,152	5,152	5,152	5,152	5,152	5,152	5,152	5,152	5,152	5,152	5,1
Softball Tournaments	2,376	2,376	2,376	2,376	2,376	2,376	2,376	2,376	2,376	2,376	2,376	2,3
Baseball Tournaments	2,376	2,376	2,376	2,376	2,376	2,376	2,376	2,376	2,376	2,376	2,376	2,3
Lacrosse Tournaments	-	-	-	-	-	-	-	-	-	-	-	-
Archery Tournaments	220	220	220	220	220	220	220	220	220	220	220	2
Frisbee Tournaments	792	792	792	792	792	792	792	792	792	792	792	7
Basketball Tournaments	-	-	1,794	1,794	1,794	1,794	1,794	1,794	1,794	1,794	1,794	1,7
Volleyball Tournaments	-	-	2,208	2,208	2,208	2,208	2,208	2,208	2,208	2,208	2,208	2,2
Wrestling Meets	-	-	1,320	1,320	1,320	1,320	1,320	1,320	1,320	1,320	1,320	1,3
Cheer/Dance	_	-	1,563	1,563	1,563	1,563	1,563	1,563	1,563	1,563	1,563	1,5
Pickle Ball	_	_	150	150	150	150	150	150	150	150	150	1:
Banquets/Special Events	=	-	200	200	200	200	200	200	200	200	200	20
otal Attendance by Event Type												
Daily Rentals	220,500	233,100	335,700	344,700	353,700	353,700	353,700	353,700	353,700	353,700	353,700	353,70
Soccer Tournaments	30,912	36,064	41,216	46,368	51,520	51,520	51,520	51,520	51,520	51,520	51,520	51,5
Softball Tournaments	9,504	11,880	11,880	14,256	14,256	14,256	14,256	14,256	14,256	14,256	14,256	14,2
Baseball Tournaments	9,504	11,880	11,880	14,256	14,256	14,256	14,256	14,256	14,256	14,256	14,256	14,2
Lacrosse Tournaments		- 11,000	- 11,000	- 1,200	- 1,200	11,200	- 1,200	- 11,200	- 1,200	- 1,200	- 1,200	,_
Archery Tournaments	220	220	220	220	220	220	220	220	220	220	220	2
Frisbee Tournaments	792	792	792	792	792	792	792	792	792	792	792	7
Basketball Tournaments	192	192	10,764	12,558	14,352	16,146	17,940	17,940	17,940	17,940	17,940	17,9
Volleyball Tournaments		-	13,248	15,456	17,664	19,872	22,080	22,080	22,080	22,080	22,080	22,0
•	- 1	-	1,320	1,320	2,640	2.640	22,080	22,080	22,080	22,080	2,080	22,0
Wrestling Meets	-	-	, , , , , , , , , , , , , , , , , , ,	,	,	,	,	,	,	,	· · ·	,
Cheer/Dance	-	-	1,563	1,563	3,125	3,125	3,125	3,125	3,125	3,125	3,125	3,1
Pickle Ball	-	-	300	300	450	450	600	600	600	600	600	6
Banquets/Special Events	-	-	1,200	1,400	1,600	1,800	2,000	2,000	2,000	2,000	2,000	2,0
Total	271,432	293,936	430,083	453,189	474,575	478,777	483,129	483,129	483,129	483,129	483,129	483,1

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Source: Hunden Strategic Partners

### **Proforma**

	Yr 1		Yr 2	Yr 3	Yr 4	1	Yr 5	Yr 6	i	Yr 7	Yr 8	Yr 9	١	'r 10	Yr 20	l	Yr 3
Revenue (000s)																	
Rental Revenue	\$ 891	\$	995	\$ 1,610	\$ 1,757	\$	1,923	\$ 2,005	\$	2,095	\$ 2,158	\$ 2,223	\$ 2,	289	\$ 3,077	\$	4,135
Net Concessions/Catering	\$ 87	\$	101	\$ 174	\$ 198	\$	223	\$ 236	\$	250	\$ 256	\$ 262	\$	268	\$ 342	\$	441
Advertising & Sponsorship (net)	\$ 50	\$	52	\$ 53	\$ 55	\$	56	\$ 58	\$	60	\$ 61	\$ 63	\$	65	\$ 88	\$	118
Other	\$ 31	\$	34	\$ 55		\$	66	\$ 69	\$	72	\$ 74	\$ 76	\$	79	\$ 105	\$	141
Total	\$ 1,058	\$ 1	,181	\$ 1,891	\$ 2,070	\$	2,268	\$ 2,367	\$	2,477	\$ 2,549	\$ 2,624	\$ 2,	701	\$ 3,611	\$	4,835
Expenses (000s)																l	
Salaries, Wages & Benefits	\$ 671	\$	691	\$ 1,100	\$ 1,133	\$	1,167	\$ 1,202	\$	1,238	\$ 1,275	\$ 1,313	\$ 1,	353	\$ 1,818	\$	2,443
General & Admin	\$ 50	\$	52	\$ 73	\$ 75	\$	76	\$ 78	\$	80	\$ 81	\$ 83	\$	85	\$ 108	\$	138
Utilities	\$ 200	\$	206	\$ 462	\$ 469	\$	475	\$ 482	\$	489	\$ 496	\$ 503	\$	511	\$ 601	\$	721
Sales & Marketing	\$ 32	\$	35	\$ 57	\$ 62	\$	68	\$ 71	\$	74	\$ 76	\$ 79	\$	81	\$ 108	\$	145
Repairs & Maintenance	\$ 110	\$	113	\$ 232	\$ 235	\$	239	\$ 243	\$	246	\$ 250	\$ 254	\$	259	\$ 308	\$	374
Insurance	\$ 18	\$	20	\$ 26	\$ 29	\$	32	\$ 35	\$	38	\$ 40	\$ 42	\$	45	\$ 81	\$	146
Advertising & Other	\$ 25	\$	26	\$ 42	\$ 42	\$	43	\$ 44	\$	45	\$ 46	\$ 47	\$	48	\$ 59	\$	74
Management Fee (% of Revenue)	\$ 85	\$	95	\$ 151	\$ 166	\$	181	\$ 189	\$	198	\$ 204	\$ 210	\$	216	\$ 289	\$	387
Reserves	\$ 32	\$	35	\$ 57	\$ 62	\$	68	\$ 71	\$	74	\$ 76	\$ 79	\$	81	\$ 108	\$	145
Total	\$ 1,222	\$ 1	,274	\$ 2,199	\$ 2,272	\$	2,350	\$ 2,414	\$	2,482	\$ 2,545	\$ 2,611	\$ 2,	678	\$ 3,479	\$	4,573
Net Operating Income	\$ (164)	\$	(93)	\$ (307)	\$ (202	) \$	(82)	\$ (47)	\$	(5)	\$ 4	\$ 14	\$	23	\$ 132	\$	261

Hunden projects that the Project will operate at a loss of \$164,000 in Year 1. When the indoor facility opens in Year 3, Hunden projects the Project will operate at a loss of \$307,000. Over time, sports complexes develop a consistent and stable tournament model, leading to increasing operating margins. The most revenue is expected to come from space rentals, followed by net concessions/catering revenues.

The expenses shown in blue reflect the expenses projected at the opening of the outdoor components of the Project. In Year 3, general and administrative expenses are projected to increase by \$20,000, utilities are projected to increase by \$250,000, repairs and maintenance are projected to increase by \$115,000 and advertising and other is expected to increase by \$15,000 (all expenses are adjusted for inflation).

# **Room Nights**

Impact Inputs & Projections			1					l	l			
	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 20	Yr 30
Total Room Nights Generated												
Soccer Tournaments	10,538	12,295	14,051	15,807	17,564	17,564	17,564	17,564	17,564	17,564	17,564	17,564
Softball Tournaments	2,592	3,240	3,240	3,888	3,888	3,888	3,888	3,888	3,888	3,888	3,888	3,888
Baseball Tournaments	2,592	3,240	3,240	3,888	3,888	3,888	3,888	3,888	3,888	3,888	3,888	3,888
Basketball Tournaments	-	-	3,670	4,281	4,893	5,504	6,116	6,116	6,116	6,116	6,116	6,116
Volleyball Tournaments	-	-	3,974	4,637	5,299	5,962	6,624	6,624	6,624	6,624	6,624	6,624
Wrestling Meets	-	-	480	480	960	960	960	960	960	960	960	960
Cheer/Dance	-	-	391	391	781	781	781	781	781	781	781	781
Pickle Ball	-	-	60	60	90	90	120	120	120	120	120	120
Banquets/Special Events	-	-	92	108	123	138	154	154	154	154	154	154
Total	15,722	18,775	29,198	33,540	37,486	38,775	40,095	40,095	40,095	40,095	40,095	40,095
Source: Hunden Strategic Partners												

In Year 1, Hunden projects the Project to generate over 15,700 room nights. Once the indoor facility is opened in Year 3, Hunden projects the Project to generate nearly 29,200 room nights. Upon stabilization of the Project in Year 7, the Project is projected to generate over 40,000 annual room nights. Upon stabilization, the majority of room nights are projected to be generated by soccer tournaments, volleyball tournaments and basketball tournaments.

# Direct, Indirect & Induced Net New Spending

As a result of the Project, the city will experience new visitors for tournaments and practices that would not have visited the market otherwise. These net new visitors will spend money in The Dalles, supporting the local economy. Hunden classifies spending in five categories: food & beverage, lodging, retail, transportation and other. Hunden projects direct net new spending will total \$943 million over 30 years. As this net new direct spending trickles through the The Dalles economy, it generates induced and indirect spending.

Combined total net new spending within The Dalles is expected to surpass \$1.5 billion over 30 years.

					Di	rect Net	Ne	w/Recap	otu	red Spe	ndi	ng to Wa	SC	o County	y ((	)00s) - S	poi	rts Comp	ole	x				
_																Total								
Food & Beverage	nd & Beverage \$ 2,573 \$ 3,165 \$ 5,162 \$ 6,111 \$ 7,028 \$ 7,502 \$ 8,004 \$ 8,244 \$ 8,492 \$ 8,746 \$ 11,754 \$ 15,797 \$ 307,09															307,095								
Lodging	\$	629	\$	774	\$	1,239	\$	1,466	\$	1,688	\$	1,798	\$	1,915	\$	1,972	\$	2,032	\$	2,093	\$ 2,812	\$ 3,779	\$	73,520
Retail																134,835								
Transportation	\$	2,248	\$	2,765	\$	4,510	\$	5,339	\$	6,139	\$	6,553	\$	6,993	\$	7,202	\$	7,418	\$	7,641	\$ 10,269	\$ 13,800	\$	268,283
Other	\$	1,337	\$	1,645	\$	2,683	\$	3,176	\$	3,652	\$	3,898	\$	4,160	\$	4,284	\$	4,413	\$	4,545	\$ 6,109	\$ 8,209	\$	159,592
Total	\$	7,918	\$	9,739	\$	15,860	\$	18,776	\$	21,592	\$	23,046	\$	24,586	\$	25,323	\$	26,083	\$	26,865	\$ 36,105	\$ 48,522	\$	943,325

Source: Hunden Strategic Partners

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Direct. mairect	& maucea	Spenama ta	vvasco	County (0008	) - Sports Complex

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 20	<u></u>	Year 30	L	Total
Direct	\$ 7,918	\$ 9,739	\$ 15,860	\$ 18,776	\$ 21,592	\$ 23,046	\$ 24,586	\$ 25,323	\$ 26,083	\$ 26,865	\$ 36,105	\$	48,522	\$	943,325
Indirect	\$ 3,053	\$ 3,755	\$ 6,116	\$ 7,240	\$ 8,326	\$ 8,887	\$ 9,480	\$ 9,765	\$ 10,058	\$ 10,359	\$ 13,922	\$	18,710	\$	363,747
Induced	\$ 1,723	\$ 2,120	\$ 3,454	\$ 4,089	\$ 4,702	\$ 5,019	\$ 5,354	\$ 5,515	\$ 5,680	\$ 5,851	\$ 7,863	\$	10,567	\$	205,432
Total	\$ 12,694	\$ 15,614	\$ 25,429	\$ 30,104	\$ 34,619	\$ 36,951	\$ 39,420	\$ 40,603	\$ 41,821	\$ 43,075	\$ 57,890	\$	77,799	\$	1,512,504

Source: Hunden Strategic Partners

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# Net New Earnings & Full-Time Equivalent Jobs

Jobs will be created onsite as well as offsite from the direct, indirect and induced spending. Over 30 years net new earnings within The Dalles is expected total nearly \$655 million, supporting an average of 383 new jobs over 30 years.

Net New Earnings & FTE Jobs from Direct, Indirect & Induced Spending (000s) - Sports Complex																				
		Year 1		Year 2		Year 3		Year 4		Year 5		Year 6	Year 7	Year 8	Year 9	Year 10	Year 20	Year 30		Total
Net New Earnings																				
From Direct	\$	3,733	\$	4,591	\$	7,479	\$	8,854	\$	10,182	\$	10,868	\$ 11,594	\$ 11,942	\$ 12,300	\$ 12,669	\$ 17,027	\$ 22,882	\$	444,857
From Indirect	\$	1,052	\$	1,293	\$	2,104	\$	2,490	\$	2,864	\$	3,056	\$ 3,260	\$ 3,358	\$ 3,459	\$ 3,562	\$ 4,788	\$ 6,434	\$	125,094
From Induced	\$	717	\$	881	\$	1,435	\$	1,699	\$	1,954	\$	2,086	\$ 2,225	\$ 2,292	\$ 2,360	\$ 2,431	\$ 3,267	\$ 4,391	\$	85,367
Total	\$	5,501	\$	6,766	\$	11,018	\$	13,043	\$	15,000	\$	16,010	\$ 17,079	\$ 17,592	\$ 18,119	\$ 18,663	\$ 25,082	\$ 33,707	\$	655,318
Net New FTE Jobs																			1	Average
From Direct		96		115		181		208		233		241	250	250	250	250	250	250		236
From Indirect		39		46		73		84		94		97	101	101	101	101	101	101		95
From Induced		21		26		41		47		52		54	56	56	56	56	56	56		53
Total		156		187		295		339		379		392	407	407	407	407	407	407		383

Source: Hunden Strategic Partners

# **Summary of Impacts**

Over 30 years the Project is expected to generate more than \$1.5 billion in net new spending, \$655 million in net new earnings and 407 net new full-time equivalent jobs.

Over 30 years, the City of The Dalles will experience an additional \$5.9 million in income tax and hotel accommodations tax.

30-Yr. Summary of Impacts - Sports Complex								
Net New Spending	(millions)							
Direct	\$943							
Indirect	\$364							
Induced	\$205							
Total	\$1,513							
Net New Earnings	(millions)							
From Direct	\$445							
From Indirect	\$125							
From Induced	\$85							
Total	\$655							
Net New FTE Jobs	Actual							
From Direct	250							
From Indirect	101							
From Induced	56							
Total	407							
Capturable City Taxes	(millions)							
Transient Room Tax - City (8.0%)	\$5.9							
Total	\$5.9							
Capturable Local Total	\$5.9							
Source: Hunden Strategic Partners								

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213 W. INSTITUTE PLACE, SUITE 707, CHICAGO, IL 60610



312.643.2500



WWW.HUNDENPARTNERS.COM

Hunden Strategic Partners is a full-service real estate development advisory practice specializing in destination assets.

With professionals in Chicago, San Diego, Indianapolis and Minneapolis, Hunden provides a variety of services for all stages of destination development in:

- Real Estate Market & Financial Feasibility
- Economic, Fiscal & Employment Impact Analysis (Cost/Benefit)
- Organizational Development
- Public Incentive Analysis
- Economic and Tourism Policy/Legislation Consulting
- Research & Statistical Analysis
- Developer Solicitation & Selection

The firm and its principal have performed more than 1,000 studies over the past 20 years, with more than \$20 billion in built, successful projects.