



11.1.2023 Wasco County Board of Commissioners Regular Session

Wasco County

511 Washington Street, Suite 302, The Dalles, OR 97058

Nov 1, 2023 9:00 AM - Nov 1, 2023 7:00 PM PDT

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AGENDA: REGULAR SESSION

WEDNESDAY, NOVEMBER 1, 2023

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

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

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

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

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

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

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

9:00 a.m.	CALL TO ORDER/PLEDGE OF ALLEGIANCE Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. Corrections or Additions to the Agenda Discussion Items: SAVNS Agreement; Internet Survey; PTAC Appointment (Routine Items or Items of general Commission discussion/action, not otherwise listed on the Agenda) Consent Agenda: 10.18.2023 Regular Session Minutes (Items of a routine nature: minutes, documents, items previously discussed.) Public Comment at the discretion of the Chair (3 minute limit unless extended by Chair)
Times are Approximate	
9:30 a.m.	GIS Fee Waiver Request – Tycho Granville
9:40 a.m.	Assessor/Tax Collector Updates – Jill Amery
9:55 a.m.	Wasco County Contracting Rules – Arthur Smith/Kristen Campbell
10:10 a.m.	Hwy. 30 Property – Engineering Contracts – Tyler Stone
10:20 a.m.	Planning: Yellow Rosebush Energy Facility Western Pond Turtle } Kelly Howsley-Glover
BREAK	RECESS UNTIL EVENING SESSION
5:30 p.m.	Kramer Field User Groups Discussion
	COMMISSION CALL
	NEW/OLD BUSINESS
	ADJOURN

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



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
NOVEMBER 1, 2023

This meeting was held in person and on Zoom

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

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

PRESENT: Scott Hege, Acting Chair
Phil Brady, County Commissioner
STAFF: Kathy Clark, Executive Assistant
Tyler Stone, Administrative Officer
ABSENT: Steve Kramer, Chair

Vice-Chair Hege opened the session at 9:00 a.m. with the Pledge of Allegiance. He opened the floor to public comment; there was none.

Discussion Item – VISOR/SAVNS Agreement

Sheriff Lane Magill explained that the VINE victim notification system has been in place for decades; it is owned and operated by a private company. About 18 months ago, it was discovered that the VINE information was accessible to the public. He reported that Equifax, the country's largest personal information meta data system, acquired VINE, which is what inspired the creation of a new system. The State engaged another company to build a system that the State can control and restrict. The Statewide Automated Victims Notification system is ready; it is called VISOR (Victim Information System OR). This system is secured to prevent the offender from locating their victim(s). The system has been cleared through our Information Systems Department and will provide a connection with Wasco County as well as NORCOR. Each county is assigned a number which is connected to the I.D. systems. This contract allows the State access to our information.

Commissioner Brady asked who will pay for the system. Sheriff Magill replied that it is the State's system and they are fiscally responsible.

{{Vice-Chair Hege moved to approve Intergovernmental Agreement 6593 between the State of Oregon and Wasco County to participate in the Statewide Automated Victims Notification System. Commissioner Brady seconded the motion which passed unanimously.}}

Vice-Chair Hege asked how staffing is for the Sheriff's Department. Sheriff Magill replied that they are down by 6; they have 2 headed for the academy and 2 more in the background check process. It will take some time to get them all trained and up to speed; one of the deputies headed for the academy is a lateral hire and will only have to attend for 4 weeks.

Vice-Chair Hege asked about the marine program. Sheriff Magill responded that they have 6 deputies trained for the marine program and they used the boat in August to recover a drowning victim from the Columbia.

Discussion Item – Internet Survey

Administrative Services Office Manager and Wasco County Public Information Officer Stephanie Krell explained she is here on behalf of QLife. They have engaged a company called Entry Point which will assist QLife in collecting data and creating a few models to help guide the future of QLife and create a long-term plan. Part of this work is to collect feedback from Wasco County residents. The survey is designed to help us understand the connectivity or lack thereof in our community. We would like everyone in the meeting to participate and share the link with others to help create the most complete picture we can obtain. The link is also on the County website, posted to social media, and shared with partner agencies. It will be open until the end of the month.

Commissioner Brady reported that he has taken the survey and asked what other methods were being employed to collect information. Ms. Krell said they are using promoted posts on social media and will be asking partner agencies to share the link with their audiences. She reported that in just the 1st few days, they received 60 responses. Commissioner Brady suggested that the Food Pantry may be a valuable partner agency to engage in the effort.

Vice-Chair Hege asked if the City will be adding a flyer to their water bills. Ms. Krell answered that the PUD will be sending it out in their November bills and the City will be sending it out in their December bills.

Discussion Item – PTAC Appointment

Ms. Clark explained that there is an opening on the Public Transportation Advisory Committee due to the resignation of Maria Pena who was the committee member representing low-income individuals and people with limited-English proficiency. If appointed, Ms. Peralta will serve in that same capacity and appears to be well-qualified to do so.

{{Commissioner Brady moved to approve Order 23-055 appointing Celeste

Peralta to the Public Transportation Advisory Committee. Vice-Chair Hege seconded the motion which passed unanimously.}}

Consent Agenda – 10.18.2023 Regular Session Minutes

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

Agenda Item – GIS Fee Waiver Request

GIS Coordinator Tycho Granville reviewed the memo included in the Board Packet. Forth Program Associate Whit Jamieson said that Forth is a national nonprofit working with stakeholders and cities in Wasco County to identify the most beneficial locations for EV charging stations. The information will be used to support future planning.

Commissioner Brady asked who is leading this effort. Mr. Jamieson replied that Forth is managing the project. The data being gathered is particularly useful for The Dalles. Others will also be able to make use of the data. One aspect of the project is to develop a guide for other rural communities around the nation.

Commissioner Brady asked if this is for residents or for those traveling. Mr. Whitaker stated that it is for both; however, in this analysis, it is more for the local population or those spending time in the area rather than passing through. This targets the slower, level 2 chargers rather than the fast chargers needed for travelers.

Commissioner Brady commented that this will provide recommendations, but not move forward with installation – that would be up to the landowner. Mr. Jamieson concurred, saying that this project does not have approval for installations. The real goal is to provide information on which others can base decisions.

Vice-Chair Hege asked why the information requested is an extract of the assessor's data base layers. Mr. Jamieson replied that it is about understanding the building types, the zoning and more detailed knowledge of multi-family residence – people who may not have home charging access. Also the detail around what is public and what is private to assess where public chargers might be useful.

Planning Director Kelly Howsley-Glover pointed out that the Assessor's data should not be used to extrapolate zoning; that information should come from Planning. County Assessor/Tax Collector Jill Amery commented that the Assessor's maps are just for tax information.

Vice-Chair Hege asked if we grant the waiver, will there be an agreement for Forth to not resell the data. Mr. Stone said we can draw up such an agreement. Mr. Jamieson said that would not be a problem for Forth.

{{{Commissioner Brady moved to approve a fee waiver to Forth in the amount of \$308 for requested GIS data with an agreement in place to preclude Forth from sharing/selling the data. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item – Assessor/Tax Collector Updates

Ms. Amery, in response to an inquiry from a previous Board Session, reported that there are more than 10,000 acres of state-owned lands in Wasco County for which property taxes are paid directly to the County. There are over 30,000 state owned acres where there is payment made in lieu of taxes (PILT). There are 284.79 acres owned by the State but taxes are paid through Fish and Wildlife.

WHOLLY UNCOLLECTIBLE TAXES

Ms. Amery reviewed the memo included in the Board Packet. She stated that under ORS 311.790 a county can write off property taxes with Board approval. If it is business personal property we can seize and sell the property; but bit coin is a little different. The owners departed in the middle of the night leaving their landlord and the County holding the bag. The delinquency went on for a couple of years before the tax office made it inactive – the owners were not on-site for all of that time. The only way to fix it now, it to come before the Board and request cancellation.

Commissioner Brady asked what the factors were that caused it to climb to \$50,000. Ms. Amery replied that counties have little recourse; she can talk to the owners but the only way to force remuneration is to seize and sell the property which in this case was bit coin servers. Since it would be difficult to store and then sell the servers, we would likely have the further cost of disposing of the property. Vice-Chair Hege added that another factor is that the owners left in 2019 and we continued to bill them. Ms. Amery observed that this was unique; she was able to track them down to somewhere in the Midwest.

{{{Vice-Chair Hege moved to approve Order 23-078 cancelling certain uncollectible personal property taxes. Commissioner Brady seconded the motion which passed unanimously.}}}

MANUFACTURED HOME DELINQUENCIES

Ms. Amery explained that during her tenure as Tax Collector, she has not been very aggressive about seizing manufactured homes. She said recently she has determined that we need to take a stronger position in regard to manufactured homes. Staff has done exemplary work to create a process. We had 43 accounts of manufactured homes that were from 3-15 years past due in property tax payments. Staff sent and posted notices which included the offer of a payment plan. Of the original 43, 15 have paid in full and 18 have accepted payment plans. She pointed out that statute allows seizure and sale as the only remedy to non-payment which could leave the County with a liability. Moving forward, staff will be able to keep up on this process.

2023 TAX CERTIFICATION

Ms. Amery reviewed the certification document included in the Board Packet noting that the tax roll is up 4.8% over last year. She highlighted that Dufur will see a decline in tax revenue for a couple of their districts; she has been in touch with those districts to help them understand those losses.

Commissioner Brady asked how much of a decrease those districts will see. Ms. Amery replied that it will be a 1.3% decline.

PROPERTY TAX COLLECTION

Ms. Amery reviewed the Property Tax Collection Report included in the Board Packet.

Vice-Chair Hege commented that there was a 16% increase in one year, most of which was due to a Google project. Commissioner Brady asked if we should expect depreciation with a commensurate decline in taxes for that project over the next few years. Ms. Amery said you can see a trend toward that which is typical of what we see elsewhere. Vice-Chair Hege added that even in the existing building there are improvements that will raise the assessment again.

Ms. Amery mentioned some of the top ten tax payers are Avangrid, American Cruise Lines and Google/Design LLC. She noted that Google/Design LLC pays \$4.8 million while the other 9 combined are billed approximately \$5 million. She added that there is a lot of information available on the Assessor's website.

Agenda Item – Wasco County Public Contracting Rules

County Counsel Kristen Campbell stated that the current Contracting Rules are 10 years old; statute has been revised and we have to amend our rules to be consistent with State law. We took this opportunity to do a full review. She introduced her colleague Joanna Lyons-Antley who took the lead on the revisions.

Ms. Lyons-Antley reviewed her extensive experience in public contracting and said the goal here was to create rules that incorporate best practices and are easy to read and follow. One of the internal objectives is to increase exemptions to reflect the real world. The Public Works Director and Administrative Officer have both reviewed the final document to ensure needs have been adequately captured. The threshold for public bid has been increased in statute from \$150,000 to \$250,000 which provides more flexibility. There are increased exemptions to allow for the selection of specialty counsel; it does not preclude the County for going out to bid, but it does not require it. The new rules also provide a protest process for contractors who believe they should have received a contract they were not awarded. Delegation of contract authority up to \$50,000 is consistent in the public sector and helps the County accomplish work more efficiently.

Commissioner Brady asked if Department Directors have to clear their authorized limit contracts with the Administrative Officer.

Ms. Campbell replied that they have that discretion but it does not eliminate County Counsel's role to review all agreements. As far as the Administrative Officer's authority, he will also have that discretion within his authority. Mr. Stone said directors will come to the Administrative Officer/Board for items that have not been through the budget process.

Commissioner Brady asked who serves as the Public Contracting Manager. Ms. Lyons-Antley replied that it is the Administrative Officer, but the Board could hire a purchasing manager.

Public Works Director Arthur Smith pointed out that the Board retains the authority as the County's Public Contracting Review Board. The Board has the authority to request to see all contracts. However, Wasco County has a thorough budget process through which many of these purchases will be vetted. The revised rules will allow us to be more efficient by moving the already-approved purchases forward. He stated that he thinks the updated rules are excellent.

Ms. Amery added that the new rules also align with our new budget philosophy to give that authority to Department Directors.

Commissioner Brady asked if these will be implemented immediately. Mr. Smith said they would be as we need to be in alignment with new legislation.

Commissioner Brady asked when directors would have to go out for an RFP. Mr. Smith responded that in most cases it would be at \$250,000 or higher. He said we can choose to solicit quotes at a lower level and many times that makes good business sense. Mr. Stone added that he can still bring items to the Board if it is in our best interest and can also set internal spending limits.

Vice-Chair Hege noted that the rules talk about qualified pools. Mr. Smith stated that we have those pools; the list needs to be updated.

{{Commissioner Brady moved to approve Resolution 23-015 adopting the 2023 Revised Wasco County Public Contracting Rules. Vice-Chair Hege seconded the motion which passed unanimously.}}

Agenda Item - Planning

YELLOW ROSEBUSH ENERGY FACILITY

Planning Director Kelly Howsley-Glover reviewed the information included in the Board Packet. She explained that this is related to the notice of intent for a sizeable solar project near Bakeoven. This proposed letter supports the Energy Facility Site Evaluation Council (EFSEC) review. The letter outlines concerns and these have already been discussed with the project manager and siting analyst. The letter also includes comments from fire districts and the Sheriff's Office as well as housing considerations. She reported that about 6 weeks ago her department met with the developers who were well-prepared. She shared the concerns at that meeting and also encouraged them to reach out to the Tribes and other stakeholders to ensure sensitivity to those concerns.

Commissioner Brady commented that it is good for the developers to understand the tribal rights and it is important to not disclose the nature of the cultural resources. He reported that one landowner told him they have already been contacted by the company.

Ms. Howsley-Glover reminded the Board that the Planning Department works as an advisor for our plan and the State compensates us for that work.

Vice-Chair Hege noted that he continues to work with the legislature to find a

way to allow temporary housing for these large-scale energy projects. Ms. Howsley-Glover said that housing is one of the concerns, especially since we have so many projects lining up to happen simultaneously.

*****The Board was in consensus to send the proposed comment letter to the Oregon Department of Energy regarding the Yellow Rosebush Energy Siting Facility.*****

WESTERN POND TURTLE

Ms. Howsley-Glover introduced Wildlife Biologist Andrew Meyers from the local Oregon Fish and Wildlife office. She stated that she intends to draft a comment letter in conjunction with the Public Works Director as there are roads and culverts located in the habitat. She said she would appreciate Board input for that.

Mr. Meyers reviewed a presentation (attached) regarding the Western Pond Turtle. Mr. Meyers reviewed the life cycle and habits of the Western Pond Turtle, explaining that a unique population resides in the Mosier area due to its warmer, drier climate. He outlined the process the US Fish and Wildlife service proposal is undertaking to list the Western Pond Turtle as threatened. Mr. Meyers noted that although the Western Pond Turtle is long-lived (50 years or more), they do not have a lot of young and those young are vulnerable for the first 2 years. He said they have been sighted from Mosier to the western edge of The Dalles. There are ponds with as few as 2-3 turtles and ponds with as many as 30-40 turtles. He reported that they have reached out to make landowners aware so they have the opportunity to ask questions and provide comments.

Vice-Chair Hege asked if the tags applied to the turtles will track them. Mr. Meyers replied that the tags are for identification only.

Commissioner Brady asked about the conservation strategies. Mr. Meyers answered that they will apply for federal funding for non-hunted species; these are species they feel are unique or are important to the general habitat. Commissioner Brady asked the size of the turtles. Mr. Meyers replied that they are 8-10 inches in diameter. Commissioner Brady asked what the impact of wildfire would be for the species. Mr. Meyer said they would lose their winter habitat; they need both open and brushy spots.

Ms. Howsley-Glover concluded by saying that comments are due by December 4th.

Agenda Item – Hwy. 30 Property Engineering Contracts

Mr. Stone explained that the Hwy 30 property water rights are in varying states; we need to determine exactly where that stands. We have reached out to GSI for assistance; they are the contractor of record for the City of The Dalles. He said he proposes contracting with them to do this work because of their knowledge of the area. The contract in the packet is for GSI to dig into the water rights and determine what we need to do to perfect them.

Commissioner Brady asked if this is for both surface and underground water. Mr. Stone confirmed that it is.

Vice-Chair Hege asked if there is a well located on the smaller parcel recently purchased. Mr. Stone replied that there is a water source, but he does not know if it is a well or a large spring. It will be included in this process.

Commissioner Brady asked if the work will include determination of levels of water production. Mr. Stone said that it will.

{{Vice-Chair Hege moved to approve the Professional Services Agreement between Wasco County and GSI Water Solutions for water rights/water supply analysis on County properties. Commissioner Brady seconded the motion which passed unanimously.}}

Commission Call

Commissioner Brady reported that the Deschutes Rim Clinic is getting support from the Health Council. They have a good Board but need to find staff to keep the clinic open. He said he is also working on the trail from Mosier to The Dalles; that will be a slow process. Lastly, he said he is still working with North Central Public Health District; they appear to be leaning in the direction of remaining a District.

Vice-Chair Hege said he attended a telecommunications conference in Ashland. They continue to hear about money becoming available for broadband; he will provide an update soon.

Mr. Stone announced that the State has opened the comment period for the Oregon Digital Equity Plan. He encouraged people to comment.

Vice-Chair Hege opened the floor to public comment. There was none.

At 10:58 a.m., Vice-Chair Hege called a recess.

The Session reconvened at 5:30 p.m.

Vice-Chair Hege joined by phone; Commissioner Brady assumed Chair duties.

Agenda Item – Kramer Field User Groups Discussion

Mr. Stone stated that this discussion has been at least a year in the making. He said he started meeting with many of the users to talk about conditions, needs, challenges, etc. Through those discussions we were looking at how we might manage it internally. We need to understand the needs and that was the focus of the original meetings. Last month, the lease with North Wasco County Parks and Recreation District ended and we are in the same situation that initiated the talks a year ago. We have two options, we manage it as our facility or we try to give it back to NWCPRD under a certain set of conditions – some of which he cannot recommend the County accept. The group has asked that we consider managing the facility. This evening's discussion is about needs, challenges, and how the County or NWCPRD could fit in. This is not the time for decision-making; we need time to consider what will be discussed this evening.

Facilities Manager Robert Hughes characterized the condition of Kramer Field when it came back to the County as horrific – broken fences, mole holes, goat heads, etc. He said he had his crew out there last month raking and mowing fields. It has been sprayed for weeds. They are evaluating the fencing. They have to clean trash out daily due to the homeless situation. The electrical system needs to be addressed as does the irrigation system. It is an uphill battle, but they have made a significant effort in making it at least usable. He stated that they will be trying to seal the dugouts for the winter.

Mr. Stone said that staff has taken the last 30 days to evaluate the site and have developed a preliminary budget. Capital improvements do not all need to happen in the first year. The budget includes a half-time FTE, weed control, and grounds maintenance.

Commissioner Brady asked if the City might contribute to the upkeep. Mr. Stone replied that since Kramer Field can be the driver of tourism, they would request some funding through the transient room taxes; however, that is an unknown and would probably be a year away.

Katie Kelly, President of the local Little League Association, spoke at length about Kramer Field and its importance as a community asset that creates opportunity

and brings people together. She stated The Dalles Little League mission is to implant firmly in the children of the community the ideals of good sportsmanship, honesty, loyalty, courage and respect for authority, so that they may be well adjusted, stronger and happier children and will grow to be good, decent, healthy and trustworthy citizens. She said that baseball is not the mission – it is to support kids to grow into well-rounded young people. In addition to the traditional teams, Little League has Challenger divisions for those with physical and/or intellectual challenges. Those divisions pair the regular players with Challenger players as baseball buddies. In addition, Little League hosts homerun derbies and sandlot baseball. Little League has a Board of 15-17 adults who work to get kids outdoors interacting with other kids.

Ms. Kelly went on to say that they have gotten some support from NWCPRD; however, the overall relationship has been strained for several years. Little League has met a number of times with NWCPRD requesting support and striving for collaboration. Unfortunately, the conclusion has been that it is not going to work. Little League is reasonable but needs more support than they have received to be successful. The request is for the County to take over management of the fields which need proper electrical, water safety, and lighting. Some of the investments made could be transferred to a new sports complex. Kramer Field needs new dugouts which Little League regularly has to clean to remove drug paraphernalia, human feces, soiled mattresses, etc. Little League already contributes to utility bills and provides soil amendments. The Dalles Little League has the lowest registration fees in our district and perhaps the State. The Dalles Little League wants all children to be able to participate and better accommodate players and families. She pointed out that better maintained fields will allow them to bring in 3-7 other teams to play; local restaurants and hotels will be full. Partnering with the County also meets the County's mission statement to partner with citizens to proactively meet their needs and create opportunities.

Commissioner Brady asked how many kids/families are in Little League. Ms. Kelly replied that there are 350 kids and easily over 200 families.

Commissioner Brady asked how much Little League spends on Kramer Field. Ms. Kelly replied that it is at least \$5,000 for soil amendments plus electricity, garbage, internet, etc. She said they would continue to contribute to utilities.

Little League Vice-President Stevie Elledge echoed much of what Ms. Kelly expressed. She added that they have spoken to both the NWCPRD Executive Director and Board; it is clear that they do not want to manage Kramer Field – it is

not their priority. She reported that every other sports field she has investigated is well-cared for. All that NCWPRD does is water and mow. It is not standard for volunteer organizations to be wholly responsible for the upkeep of the facility. The volunteer organizations are there to run programs. She reported that at one point they had brought in over 100 volunteers to do a clean-up of the site. She asked that the Board consider taking on the management of the field, saying that both youth and adults will use the facility if it is made useable and safe. The wish list has a price tag, but together we can make an impact and create a good facility.

Commissioner Brady asked if other groups might be interested in using the facility. Ms. Elledge replied that it will depend in-part on the passage of the school bond. If it passes and the Wahtonka fields are used, there will be more need.

At 6:02 p.m. Vice-Chair Hege announced that he would have to leave and assured the group he would listen to the recording of the remainder of the meeting. Commissioner Brady assured the group that the Board takes this seriously and all the Commissioners would review the recording.

The Dalles High School Girls Soccer Coach Colby Tonn reported that Gorge Soccer moved out of Kramer Field due to the dangerous conditions which included a large number of potholes. He stated that there are over 400 kids playing in the Gorge Soccer leagues. There will be 5 club soccer teams in Hood River and Wasco Counties and they draw teams from other areas. He said he has seen over 100 people playing pick-up soccer. There are about 100 high school students who play. Currently the only soccer goals that are available are the ones the high school puts up. He stated that there is room at Kramer Field to put up goals and it is possible that Youth Soccer would return if the field was made safe. Lighting would be another enticement.

Commissioner Brady asked if the potholes are due to gophers. Mr. Hughes said that the fields need to be leveled due to damage by gophers and wear and tear. It suffers from years of neglect.

Commissioner Brady asked if Sirosis Park offers an opportunity for soccer. Mr. Tonn replied that at one time it was a great space for soccer. However, once softball fencing went up, it is no longer conducive to soccer.

Patrick Urain, Little League Safety Officer, Umpire and President of The Dalles Junior Baseball, said he has traveled to all the facilities for comparison; The

Dalles facility is by far substandard in providing a space for Little League. He said they are in a constant battle with the condition of the field. The Dalles Junior Baseball provides opportunities to play outside of the Little League system and is a travel team only because they do not have a facility that is safe enough to host weekend events. This is a great opportunity to bring tourism into the community. He said we used to be a strong baseball community and he would like to rebuild that tradition. The Dalles Sluggers is also a travel baseball organization in the same situation – they would love to play here but it is not safe. The Dalles Babe Ruth League is also in that same circumstance. There are summer baseball camps to help kids improve their skills; they would use the fields if made safe. There are opportunities to build communities – you see that happen at the ballpark.

Commissioner Brady asked if there is an American Legion baseball league. Mr. Urain replied that there is – they use Quinton Park. He said that there are organizations that are willing to pay to use the space but would want a safe and useable space to rent.

Commissioner Brady asked who would do the scheduling of the field. Ms. Kelly responded that Little League has priority and works with other leagues to schedule games and practices.

Commissioner Brady commented that he believes every elected official has a duty to support democracy; community is the basis of democracy.

The Dalles High School Physical Education and Health Teacher Patrick Clark said that Little League Baseball not only provides a valuable experience but creates community pride. He said that the condition of the field makes him sad and is a simple thing to support our kids as a community. That sense of community starts at age 5 and in 20 years they will be the leaders of our community. These kids should not be playing on a field with a ball that gets imbedded with goat head thorns. We have not been able to use the dugouts due to the human feces, needles, etc. We have had injuries due to the conditions of the field. He asked that the board think about the kids in our community.

Commissioner Brady said he appreciates hearing the practical issues being brought out.

County Treasurer Elijah Preston said he has been involved with The Dalles Little League for 15 years and is in support of Wasco County taking over management, which can be done economically. There is great leadership in the local volunteer

organizations to help make this a reality. He thanked Mr. Hughes and his team for stepping up and supporting this as they will have the lion's share of responsibility. Without the volunteers' hard work it is hard to know what the field would look like now. The structures are old. It is not just a gathering place for citizens of The Dalles but for the entire county; it is a community gathering place. We would be hard pressed to identify another space in our county where so many citizens gather. The County taking over management is the best option.

Commissioner Brady asked if the County owns the infrastructure. Mr. Stone answered that it is so old, we probably do not know who originally purchased it. The County would be responsible for all but the equipment shed owned by the teams.

Ms. Kelly said Cora Sawyer who runs the Awana Program at Calvary Baptist Church asked that she makes some comments on her behalf. Ms. Sawyer is involved with Kramer through the church soccer camp which has over 150 campers attending a 5-day camp in June. They use the field for 3 hours each of the 5 days and spend over \$5,000 to run the camp with low tuition of \$25 per camper – scholarships are provided. In addition to the \$5,000 to run the camp, they have paid a rental fee for the space - \$350 in 2017; it then went up to \$600. It was slated to be \$1,000 in 2020 but was cancelled due to COVID. For the last 3 years there has been no charge as they were deemed to be a long-standing community event. Every day of the camp they have to haul in water, generators and rent two portable bathrooms. They also have to bring in antibacterial wash stations as the houseless population uses the portable bathrooms at night. That is a lot of work each day for a 3-hour camp.

Commissioner Brady thanked everyone for their attendance and input. He said the Board will take in this information and bring it back to a future meeting.

Mr. Stone said they would schedule another evening meeting for December 6th. He said this is an opportunity for a new beginning.

Commissioner Brady adjourned the meeting at 6:40 p.m.

Summary of Actions

MOTIONS

- **To approve Intergovernmental Agreement 6593 between the State of Oregon and Wasco County to participate in the Statewide Automated Victims Notification System.**
- **To approve Order 23-055 appointing Celeste Peralto to the Public**

Transportation Advisory Committee.

- **To approve the Consent Agenda: 10.18.2023 Regular Session Minutes.**
- **To approve a fee waiver to Forth in the amount of \$308 for requested GIS data with an agreement in place to preclude Forth from sharing/selling the data.**
- **To approve Order 23-078 cancelling certain uncollectible personal property taxes.**
- **To approve Resolution 23-015 adopting the 2023 Revised Wasco County Public Contracting Rules.**
- **To approve the Professional Services Agreement between Wasco County and GSI Water Solutions for water rights/water supply analysis on County properties.**

CONSENSUS

- **To send the proposed comment letter to the Oregon Department of Energy regarding the Yellow Rosebush Energy Siting Facility**

Wasco County
Board of Commissioners



Steven D. Kramer, Commission Chair



Scott C. Hege, Vice-Chair



Philip L. Brady, County Commissioner

SAVNS INTERGOVERNMENTAL AGREEMENT #6593

THIS AGREEMENT is made and entered into by and between the State of Oregon, acting by and through its Department of Corrections ("DOC") and Wasco County, by and through its Sheriff's Office ("Local Agency").

RECITALS

WHEREAS, DOC, the Oregon Department of Justice (DOJ), state and local law enforcement and corrections officials, court administrators and prosecutors, and victims of violent crimes and victims' advocates, have identified as an important goal the development of a statewide 24-hour automated victim notification system that will give victims of violent crimes access to and notification about critical information concerning the criminal justice process and events related to the criminal offender; and

WHEREAS, DOC entered into a services agreement attached hereto as Exhibit A with Information Strategies, Inc. (the "Service Provider"), a provider of a statewide automated victim notification system ("SAVNS");

WHEREAS, Local Agency desires to participate in SAVNS;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions set forth below, the parties hereby agree as follows:

1. EFFECTIVE DATE

This Agreement is effective on November 1, 2023 and all required approvals have been obtained, or on the effective date of the service agreement between DOC and Service Provider (the "SAVNS Service Agreement"), whichever is later ("Effective Date").

2. LOCAL AGENCY AS SUBLICENSEE

Pursuant to authority granted to DOC in the SAVNS Service Agreement with the Service Provider, DOC hereby grants a non-exclusive, non-transferable sublicense to Local Agency to participate in SAVNS. Local Agency's participation shall be governed by the terms of the SAVNS Service Agreement and the terms and conditions stated in this Agreement. Local Agency's sublicense terminates upon termination of the SAVNS Service Agreement, or as otherwise terminated under this Agreement.

3. LICENSE FEES

Local Agency acknowledges that license fees payable to the Service Provider for services rendered to DOC and Local Agency under the SAVNS Service Agreement, consisting of start up costs, if any, and annual maintenance fees, will be paid by DOC from the Effective Date through the date of expiration of the initial term of this Agreement as described in Section 6 below.

If the SAVNS Service Agreement is extended beyond the initial term, to the extent DOC cannot fund payment of maintenance fees for such contract extension period for any reason including the reason stated in Section 4 below, DOC may assess Local Agency for maintenance fees, in an amount to be determined by DOC, for Local Agency's continued participation in SAVNS beyond the initial term of this Agreement.

4. FUNDS AVAILABLE AND AUTHORIZED

DOC represents that as of the Effective Date of this Agreement DOC believes it has sufficient funds available and authorized for expenditure to pay license fees consisting of start up fees, if any, and annual maintenance fees for six (6) years of service under the SAVNS Service Agreement. Payment of annual maintenance fees for SAVNS for contract extension periods beyond the six (6) year term is contingent upon DOC receiving from the Oregon Legislative Assembly or other funding sources sufficient funds, appropriations, limitations and other expenditure authority to pay those maintenance fees. In the event the Oregon Legislative Assembly or other funding source fails to provide funds or approve sufficient appropriations, limitations, and other expenditure authority, as set forth in Section 3 above, DOC may assess Local Agency to pay necessary maintenance fees to ensure the continued availability of SAVNS services during any contract extension period, or alternatively, DOC may terminate this Agreement, effective upon delivery of written notice to Local Agency. In the event of termination, DOC shall provide written notice to Local Agency as soon as possible, and termination of this Agreement shall be effective immediately, but shall not affect obligations of either party to the other that have accrued prior to the date of notice and for which funding lawfully is available.

5. OBLIGATIONS OF LOCAL AGENCY

As part of its license to participate in SAVNS, Local Agency agrees to comply with and perform the following obligations under this Agreement:

a) Compliance with SAVNS Service Agreement

Local Agency shall comply and shall cause its officers, employees, contractors or agents to comply, with all provisions of the SAVNS Service Agreement.

b) Interface

(1) Local Agency shall maintain timely and accurate data input into its computer systems from which the Service Provider can interface, extract and make appropriate, timely notification calls on, or answer appropriate status inquiry calls from the public. Local Agency understands that delays in inputting qualified offender status changes would substantially diminish the value of the interface and the total system.

(2) If Local Agency does not have a software interface between its existing computer system and the Service Provider's Call Center, or converts to a type or version of software that is incompatible with the interface to the Service Provider's Call Center, Local Agency shall provide a sufficient amount of technical computer staff support in order to assist in the development of the software interface. Specifically, Local Agency technical staff will develop a process to transfer pertinent information into a transaction file in order for the Service Provider's interface to harvest the information in the transaction file and transmit it back to its Call Center. The programming cost of creating this transaction file process, along with providing the Service Provider assistance with the programming and testing of its interface, will be the responsibility of Local Agency. If the owner of the software being used by Local Agency for its case management system requires a one time fee in order to allow the Service Provider interface authorization, this fee, if assessed, will be the responsibility of DOC, not Local Agency. If Local Agency does not have an automated case management system, DOC will assert all rights granted to it under the SAVNS Service Agreement to request the Service Provider's assistance in establishing a system and system interface for Local Agency that will permit Local Agency to participate in SAVNS.

c) Training

(1) Locations

Local Agency shall identify a point of contact for the Service Provider to undertake the following duties:

- (i) to determine locations of regional monthly training sessions across the state;
- (ii) to provide Service Provider with the names and phone numbers of those hosting the monthly training sessions;
- (iii) to schedule the times of the training sessions;
- (iv) to secure equipment for the training sessions (i.e. VCRs, overhead projectors, etc.).

(2) Invitations

Local Agency shall supply Service Provider with names and addresses of individuals or agencies (police/victim advocates) to invite to training sessions. Local Agency understands that the Service Provider will work with Local Agency's point of contact person to draft and approve of the invitation to training sessions.

(3) Actual Training

Local Agency's point of contact person shall attend training sessions if possible to address local issues that a trainer cannot answer.

d) Media Relations

(1) News Conference

- (i) At DOC's request, Local Agency shall assist DOC's Public Information Officer and the Service Provider with plans to invite media to attend training sessions; DOC may request Local Agency's assistance with the planning of any news conferences to be conducted by DOC;
- (ii) Local Agency shall offer any necessary assistance requested by DOC relating to DOC's preparation of news releases;
- (iii) At DOC's request, Local Agency shall assist Service Provider in developing media lists;
- (iv) Local Agency shall ensure that appropriate participants are invited to or included in news conferences.

(2) Media Assistance

At DOC's request, Local Agency shall help secure a local spokesperson to appear on news talk shows and at other events.

(3) Public Service Announcements

- (i) At DOC's request, Local Agency will assist DOC with DOC's development and approval of television and radio public service announcements;
- (ii) At DOC's request, Local Agency shall offer any necessary assistance with the placement of Public Service Announcements on local stations and cable outlets.

e) Miscellaneous

(1) At DOC's request, Local Agency shall work with Service Provider to produce additional support materials in accordance with the SAVNS Service Agreement;

(2) At DOC's request, Local Agency shall work with Service Provider to provide long-term media relations support for National Crime Victims Rights Week events and for Domestic Violence Awareness Month events.

6. TERM

This Agreement begins on the date designated under Section 1 of this Agreement and expires when the SAVNS Service Agreement between DOC and the Service Provider expires or is terminated, unless this Agreement terminated early under the provisions of Section 7 below.

7. TERMINATION

7.1 DOC or Local Agency may terminate this Agreement without cause at any time upon thirty (30) days' prior written notice to the other party.

7.2 DOC may terminate this Agreement if Local Agency commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and Local Agency fails to cure such failure within five (5) calendar days after delivery of DOC's notice or such longer period as DOC may specify in such notice.

7.3 Upon expiration or termination of this Agreement, all rights and obligations of DOC and Local Agency under this Agreement shall cease except those rights and obligations that expressly survive expiration or termination of this Agreement. The rights and obligations of the parties under Sections 8, 9, 10, 20, 23 and 24 survive the expiration or termination of this Agreement.

8. CONTRIBUTION

8.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 8 with respect to the Third Party Claim.

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

8.3 With respect to a Third Party Claim for which Local Agency is jointly liable with Agency

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

9. REPRESENTATIONS AND WARRANTIES OF DOC

DOC represents and warrants to Local Agency that:

9.1 DOC meets the eligibility criteria for participation in the statewide automated victim notification system development program as authorized under ORS 147.231.

9.2 DOC has the power, authority and legal right to enter into this Agreement and to incur and perform its obligations under this Agreement pursuant to ORS 190.110.

9.3 Execution of this Agreement and DOC's performance hereunder have been duly authorized by all necessary action of DOC and this Agreement has been duly executed and delivered on behalf of DOC.

10. REPRESENTATIONS AND WARRANTIES OF LOCAL AGENCY

Local Agency represents and warrants to DOC that:

10.1 Local Agency meets the eligibility criteria for participation in the statewide automated victim notification system development program as authorized under ORS 147.231.

10.2 Local Agency has the power, authority and legal right to enter into this Agreement and to incur and perform its obligations under this Agreement pursuant to ORS 190.110.

10.3 Execution of this Agreement and Local Agency's performance hereunder have been duly authorized by all necessary action of Local Agency and this Agreement has been duly executed and delivered on behalf of Local Agency.

11. SUBCONTRACTS AND ASSIGNMENTS

Neither party may assign or transfer any of its interests in this Agreement without the prior written consent of the other party. The provisions of this Agreement are binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

12. THIRD PARTY BENEFICIARY

DOC and Local Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. The Service Provider is a third party beneficiary to this Agreement entitled to enforce only those obligations imposed on Local Agency that arise out of Section 5 of this Agreement. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly or otherwise,

to any other third persons.

13. COMPLIANCE WITH APPLICABLE LAW

Local Agency shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement, as may be adopted or modified from time to time.

14. WORKERS' COMPENSATION

All employers, including Local Agency, that employ subject Workers who provide Services under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Local Agency shall ensure that each of its subcontractors complies with these requirements.

15. SEVERABILITY

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

16. COUNTERPARTS

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

17. ENTIRE AGREEMENT; AMENDMENTS

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. No waiver, consent, modification, or change of terms of this Agreement will bind either party unless in writing and signed by both parties and all necessary signatures and approvals have been obtained. Such waiver, consent, modification or change, if made, is effective only in the specific instance and for the specific purpose given. This Agreement may be amended, modified or supplemented only by a written amendment signed by DOC and Local Agency. No amendment shall be effective until all requisite signatures and approvals are obtained.

18. NO WAIVER

No failure on the part of either party to exercise, or delay in exercising, any right or remedy under this Agreement, shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy under this Agreement preclude any other or further exercise thereof or the exercise of any other right or remedy. The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law.

19. TIME IS OF THE ESSENCE

Time is of the essence in DOC's and Local Agency's performance of each and every obligation and duty under this Agreement.

20. CONFIDENTIALITY

Local Agency and DOC agree that for and during the entire term of this Agreement, any confidential information or data received from each other shall be considered and kept as the private and privileged records of the party providing the information and will not be

divulged in any form to any person, firm, corporation, or other entity except as required by the Oregon Public Records Act and as provided by this Agreement and in the SAVNS Service Agreement. Further, upon the termination of this Agreement for any cause, the parties agree that they will continue to treat as private and privileged such information or data received and will not release any such information except as required by the Oregon Public Records Act, and will, upon request, return such information to the requesting party.

21. INDEPENDENT CONTRACTOR STATUS

The parties are acting in their individual capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Specifically, and not in limitation of the foregoing, neither DOC nor Local Agency, or their affiliates, officers, employees or agents are or shall be construed to be officers, employees or agents of each other for purposes of the Oregon Tort Claims Act, ORS 30.260 to 30.300.

22. FORCE MAJEURE

Neither DOC nor Local Agency shall bear any liability or responsibility whatsoever to each other or to any other party for any failure to perform or delay caused by an event which is beyond the reasonable control of the nonperforming party, and any such failure or delay due to said causes or any of them.

23. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DOC and Local Agency 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, that if a Claim must be brought in a federal forum, then it shall be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURT(S). In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or consent to the jurisdiction of any court.

24. ACCESS TO RECORDS

The parties shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and shall maintain any other records relating to this Agreement in such a manner as to clearly document each parties' performance hereunder. The State of Oregon, and its agencies, and the Secretary of State Audits Division and their duly authorized representatives, shall have access to such fiscal records and to all other books, documents, papers, plans and writings of the parties which relate to this Agreement to perform examinations and audits and make excerpts and transcripts. The parties shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

25. NOTICES

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 of or mailing the same, postage prepaid, to DOC or Local Agency at the addresses set forth below, or to such other addresses as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) calendar days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually received by the appropriate authorized representative.

Either Party may change their authorized representative by providing the other Party written notification of such change.

Authorized Representative for DOC:

Saydyie DeRosia
Victims Services Program Coordinator
3723 Fairview Industrial Drive SE, Suite 200
Salem, OR 97302
Telephone: 503-302-5388 (Cell)
E-mail: Saydyie.L.DeRosia@doc.oregon.gov

Authorized Representative for Local Agency:

Lane Magill
Sheriff
511 Washington Street, Suite 102
The Dalles, OR 97058
541-506-2580
sheriff@co.wasco.or.us

26. COMMUNICATIONS/DISPUTE RESOLUTION

The parties agree to work together in good faith and to avoid disputes, recognizing their intentions to work together achieves mutual goals operating and sustaining the statewide automated victims notification system. The parties agree that sharing information between DOC and Local Agency officers and employees is deemed critical and appropriate.

If a dispute arises, the parties agree to the following protocol:

- 1) DOC's and Local Agency's authorized representatives identified in Section 25 above will meet to define the dispute and clearly identify the decisions that need to be made for dispute resolution, especially those decisions dependent on the consensus between parties.
- 2) Failing agreement or dispute resolution by the parties in Step 1, senior management personnel designated by DOC and Local Agency, respectively, will join the parties' authorized representatives for reasonable discussions relating to the dispute and to specify a timeline for dispute resolution. If the dispute is not resolved within fourteen (14) calendar days, or such other period as mutually agreed upon by the parties, the parties will submit to mediation.
- 3) Each party shall select one mediator, and the two mediators shall select a third mediator to hear the dispute, before which time the mediators shall establish the procedure for the

mediation. Any decision rendered by the mediators shall be non-binding on the parties.

Failing resolution by mediation, the parties may avail themselves of any other judicial, legal, and/or lawful remedies available to them, but only after the parties have attempted to resolve any dispute with the procedures available under Steps 1 through 3 of this Agreement.

The parties shall bear their own costs, expenses, and counsel fees associated with Steps 1 and 2, and pay equally the fees and expenses of the mediation under Step 3 unless otherwise agreed in writing.

27. SIGNATURE APPROVALS; CERTIFICATION

The undersigned representatives of DOC and Local Agency agree and certify on behalf of the agencies they represent that:

- a. Each has read and understands all terms and conditions contained in this Agreement (including Exhibit A attached hereto);
- b. Each is an authorized representative of the agency on whose behalf he or she or they is signing this Agreement, is specifically authorized to execute and deliver this Agreement on behalf of that agency, and the information provided in this Agreement is true and accurate;
- c. The agency each represents shall be bound by and will comply with all requirements, specifications, and terms and conditions contained in this Agreement; and
- d. The agency each represents is not in violation of any Oregon tax laws.

The parties have executed this SAVNS INTERGOVERNMENTAL AGREEMENT as of the date set forth below.

STATE OF OREGON ACTING BY AND
THROUGH ITS' DEPARTMENT OF
CORRECTIONS

LOCAL AGENCY:
WASCO COUNTY

Eric McDowell, Contracts Officer

Signature

Date

Printed Name

Approved as to legal sufficiency
/s/ N/A

Title

Date

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date



MOTION

SUBJECT: SAVNS IGA

I move to approve Intergovernmental Agreement 6593 between the State of Oregon and Wasco County to participate in the Statewide Automated Victims Notification System.



INTERESTED in *Blazing Fast* **INTERNET** at lower prices?

*The City of The Dalles
is investigating the
possibility of a
community-owned
fiber-optic network
that offers*



MORE
Speed



MORE
Affordability



MORE
Reliability

Join the initiative and share
your experience with us! We
want your input

surveymonkey.com/r/connectwasco





INFORMATION AND QUALIFICATION FORM

Public Transportation Advisory Committee

VOLUNTEER POSITIONS
WASCO COUNTY, OREGON

BACKGROUND

The **Public Transportation Advisory Committee** (PTAC) is an essential component of a successful Transportation Program. The purpose of the committee is to represent the people who are served by the Special Transportation Fund Program. The advisory committee considers how transportation funds should be spent and provides the governing body with information about their community's special transportation needs, particularly related to how projects will benefit seniors and persons with disabilities. The Public Transportation Advisory Committee reviews grant applications requests and updates on the required Human Service Transportation Coordination Plan.

The **PTAC** also assists the Commissioners in tasks and duties supporting local and regional transportation services funded through the State Transportation Service Providers by:

- Reviewing and advising staff on updates to the Local Transportation Plan.
- Reviewing all proposed projects and funding levels for the STIF Plan that funds transit services.
- Reviewing and providing feedback on proposed programs, service changes, policy changes and other transit investments.
- If requested, and in the manner directed by the Commissioners, reviewing and advising staff on the methodology for distribution of Program monies allocated to Wasco County.
- Review of Transportation Discretionary applications upon request.

APPLICATION

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

Name: Celeste Peralta

Address: [REDACTED] The Dalles, OR 97058

Phone (home) 541 [REDACTED] Phone (work) [REDACTED]

E-mail address: [REDACTED]

Signature: [REDACTED]

Date: 10/11/2023 Number of years as a Wasco County resident: 5 months

Your objectives/goals? Desired contributions and accomplishments? _____

I have been a board member in the Fish Food Bank for almost 2 years where I have been represented the latinx/hispanic community. The goal for me being a part of this committee will be the same, let the latinx/hispanic community know and learn about the resources we have in the community. People can get familiar with transportation.

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

P.E teacher Bachelor's degree Date(s): graduated in [REDACTED]

Community Health Worker Certification Date(s): August 2021

CPR/ AED course certification Adult, Child & Infant + First Aid Date(s): 02/10/2023

Mental Health First Aid USA Date(s): 02/09/2022

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

Program supervisor Date(s): 07/2023 - Present

Project Coordinator II Date(s): 03/2023 - 07/2023

Project Coordinator I Date(s): 10/2021/ - 03/2023

Community Health Worker Date(s): 09/2020- 10/2021

General Comments/Additional Relevant Information

I have been board member for fish food bank. I have been voluntaring for AGE.

I have been working together in outreach events and educational classes with the latinx/ hispanic population. I have been facilitating workshops in diferents topics like,"Latino outreach", LGBTQIA2S+ workshop", DEI workshop, Popular Education workshop, CHW basics workshop, etc

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 CELESTE PERALTO TO THE WASCO COUNTY PUBLIC
TRANSPORTATION ADVISORY COMMITTEE

ORDER #22-026

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

IT APPEARING TO THE BOARD: That a vacancy exists on the Wasco County Public Transportation Advisory Committee due to the resignation of Maria Pena; and

IT FURTHER APPEARING TO THE BOARD: That Celeste Peralto is willing and is qualified to be appointed to the Wasco County Public Transportation Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Celeste Peralto be and is hereby appointed to the Wasco County Public Transportation Advisory Committee to complete the term of Maria Pena which ends December 31, 2023 and for a full term to commence on January 1, 2024 and expire December 31, 2026

DATED this 1st day of November, 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: PTAC Appointment

I move to approve Order 23-055 appointing Celeste Peralto to the Public Transportation Advisory Committee.



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
OCTOBER 18, 2023

This meeting was held in person and on Zoom

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

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

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

Chair Kramer opened the session at 9:00 a.m. with the Pledge of Allegiance.

Discussion Item – Fire Mitigation Contracts

Administrative Services Director Ali Postlewait reviewed the memo included in the Board Packet. She reported that Facilities met with the insurance agent to identify trees and brush near buildings that present a fire hazard. She said that they received 3 quotes and staff recommends Arbor Care to do the work.

Commissioner Brady expressed concern regarding the hardness of some of the plants being removed. Specifically, ailanthus trees should ideally be poisoned and allowed to die for a full year before being cut down. Otherwise, cutting live trees allows the roots to produce numerous sucker shoots. He said he will be interested to see if the poison they will apply to the stumps will work effectively.

Vice-Chair Hege pointed out that a fixed price contract with payment made in full makes it difficult to confirm that a scope of work has been completed appropriately.

Ms. Postlewait responded that Facilities Manager Robert Hughes will be on site for the work which should begin this Friday.

Commissioner Brady said he would like to see the company return next year to make sure the trees and brush have been fully eradicated.

{{Vice-Chair moved to approve personal services contracts with Gorge Arbor Care for fuel reduction on County-owned property pending address verification. Commissioner Brady seconded the motion which passed

Discussion Item – Payment in Lieu of Taxes (PILT)

County Assessor/Tax Collector Jill Amery reviewed the memo included in the Board Packet explaining that this process is outlined in ORS 496.340. The Oregon Department of Fish and Wildlife properties on which we assess taxes are determined based on their use and time of acquisition.

Commissioner Brady asked if this is separate from timber receipts. Ms. Amery responded affirmatively. Commissioner Brady asked if the properties are scattered throughout the county. Ms. Amery replied that they are and can be found using the GIS map and tax lot numbers.

Vice-Chair Hege observed that we have a government entity owning 30,000 acres in Wasco County. He asked if the rate they pay is different from the rates paid by citizens or businesses. Ms. Amery explained that the rate calculations are consistent across the board and are dependent on zoning and districts.

Vice-Chair Hege asked if there are ODFW properties that we do not tax and if so, how many. Ms. Amery said that there are properties exempt by use or acquisition date; she would have to research the number of acres.

*****The Board was in consensus to send the Notice of Determination of Value of Real Property owned by Oregon Department of Fish and Wildlife pursuant to ORS 496.340(4).*****

Ms. Amery reported that tax bills will go out next week. Taxes to be collected are \$53,412,477.63 which is a 4.8% increase over last year.

Vice-Chair Hege asked if there is anything interesting in the tax roll this year. Ms. Amery noted that there will be a \$1 million tax bill to a solar project that is participating in the Rural Economic Development Zone program; if they qualify through the program next year, that payment will go away which will be quite an adjustment for the districts. She said there is a new program for utilities and she saw some slight declines in revenues for Dufur.

Vice-Chair Hege asked Ms. Amery to return once she has completed her analysis. He commented that it would be interesting to see the list of the top 10 taxpayers.

Discussion Item – BOPTA Appointment

Chief Deputy Clerk Chrissy Zaugg explained that this is the last year this will be called the Board of Property Tax Appeals. Next year it will be renamed the Property Value Appeals Board. In addition, terms are going from 1 to 2 years for members of the Board.

Vice-Chair Hege commented that Ms. Herriges is very well qualified. Ms. Zaugg agreed, saying they are very excited to have her.

Commissioner Brady asked how members are recruited. Ms. Zaugg replied that she asks current members for recommendations and then reaches out to those people.

{{Vice-Chair Hege moved to approve Order 23-054 appointing Abigail Herriges to the Wasco County Board of Property Tax Appeals. Commissioner Brady seconded the motion which passed unanimously.}}

Agenda Item – Senate Bill 111 Use of Deadly Force
--

Sheriff Lane Magill reviewed the memo included in the Board Packet. He reported that there has not been a use of deadly force incident since he has been in office. He explained that it is possible that the Attorney General's Office could send the plan back asking that Hood River and Sherman County be removed to make the plan Wasco County specific.

Chair Kramer asked if there is a timeline for review. Sheriff Magill replied that 60-90 days is typical.

Commissioner Brady asked to clarify that this plan is not for training but for use in the aftermath of an incident. Sheriff Magill concurred. Commissioner Brady asked where citizens can go to find out about the training. Sheriff Magill replied that there is information regarding that included in the plan.

Commissioner Brady said he appreciates the mental health treatment for officers in both acute and chronic stress scenarios. Sheriff Magill stated that they are required to have an Officer Wellness Program and he is very proud of the program developed by Chief Deputy Scott Williams for Wasco County. We have developed a team as well as a clinician on-staff.

Vice-Chair Hege said he was surprised to learn that even when an officer unholsters their weapon, it must be reported. Sheriff Magill explained that would be categorized as the use of force rather than the use of deadly force. He said

they have a series of policies for various levels of the use of force; all have to be reported and investigated. He went on to say that when he looks at the reports of use of force through his office, he is pleased to report that while the national average is 2% of calls for service – Wasco County is at 0.8%. He stated that is a result of our training and philosophy.

*****The Board was in consensus to support the submission of the Wasco County Use of Deadly Force Plan to the State.*****

Agenda Item – Solid Waste Rate Increases

North Wasco Public Health District Environmental Health Specialist Eric Grendel reviewed the letter in the packet.

Vice-Chair Hege asked who the Sanitarian is. Mr. Grendel replied that he believes that job has been delegated to him but it is a little-used term. He said that it may wash out in the upcoming revisions to the Solid Waste Ordinance. Through that process, they have been reviewing the makeup of Solid Waste Advisory Committees in other Oregon counties. He added that he may not have caught the increase to the County's host fee.

Chair Kramer stated that we have engaged outside counsel, a specialist in this field, to help with the revisions to the ordinance. He said that he has met with this attorney along with County Counsel Kristen Campbell and hopes to have an updated ordinance by the end of the year. He observed that the current ordinance is over 20 years old.

Commissioner Brady asked if there is only one landfill with separate rates for the southern portion of the county. Chair Kramer said that one resolution is for the landfill; the second resolution is for the hauler.

Waste Connections Regional Manager Jim Winterbottom explained that the rate schedules for Waste Connections are based on proximity to The Dalles city limits. One set of rates is for customers within the urban growth area; one set for the rural communities nearest to The Dalles; and one set for those in the more southern portion of the county which had previously been serviced by Steve's Sanitation. He stated that Waste Connections increase requests mirror the Landfill's percentage increase request.

Commissioner Brady asked if the County sets the rates because they have the franchise. Mr. Winterbottom confirmed. Commissioner Brady expressed appreciation for the work done by Waste Connections and the Landfill. He noted

that people use expense as the reason to not bring in appliances, choosing to dump them in the country as an alternative. Mr. Winterbottom said Waste Connections does allow for hardship considerations and can reduce or waive fees. Chair Kramer added that Tri-County Hazardous Waste has partnered with Waste Connections to remove refrigerants.

{{Vice-Chair Hege moved to approve Resolutions 23-011 and 23-013 in the matter of approving rate increases, including host fees, for the Wasco County Landfill and Waste Connections. Commissioner Brady seconded the motion which passed unanimously.}}

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

At 9:46 a.m. Chair Kramer called for a recess.

The Session resumed at 9:50 a.m.

Agenda Item – Work Session: Sports Facility Feasibility Report

Hunden Partners Project Manager Ryan Sheridan reviewed the executive summary from the report included in the Board Packet.

Commissioner Brady asked if events would include things like training camps. Mr. Sheridan replied that what they see across the country when organizations commit to building this kind of facility, it is often used for events other than sports. It provides a large public space that can be used when not used for sports.

Commissioner Brady asked if a site analysis has been done to determine if we could fit the projected number of courts into a facility. Mr. Stone replied that we have looked at 2 sites; the 35-acre site would not hold that many courts but would still be good. There is a lot to consider before we can really answer that question.

Vice-Chair Hege commented that a lot of information has been provided for what seems to be an overwhelming project. He said it is surprising how much revenue is projected. He stated his concern is because there are a lot of expenses associated with the facility, if the projections are off, it could be a significant failure. That would be compounded if there is debt service.

Mr. Sheridan acknowledged that there is a cost to the opportunity. The capital maintenance costs are well-projected; funding for the facility is another conversation.

Vice-Chair Hege questioned the population forecasts which he said are not necessarily accurate. Mr. Sheridan explained that the forecasts come from ESRI which obtains data from the census. He said he can make the data more granular. Vice-Chair Hege stated that it is not necessarily Wasco County's growth that is impactful for this facility as much as it will be communities in this region. Mr. Sheridan concurred.

Vice-Chair Hege asked about the Kramer Field visitation data. Mr. Sheridan explained that they used artificial intelligence to create a geo-boundary and then drew from cell phone pings in the virtually-fenced area. The numbers in the report came from 2022 and indicate that 5.7% of those who visited Kramer Field came from over 50 miles away. Generally, you do not drive that far for a practice. They were also able to parse the data by income.

Vice-Chair Hege asked how discussions with the school district went; was there interest in a joint facility. Mr. Sheridan answered that the school has more demand for space; lack of space restricts the development of their programs. They did not discuss the prospect of becoming funding partners. He said if the County is going to invest in a facility of this quality and size, they will have to cater to as many as possible to make sure the facility is fully utilized. The County may have to look at special funding models, but the school definitely needs the space and it would make sense to be partners.

Vice-Chair Hege observed that our local hotels have high summer usage. Mr. Sheridan stated that the report includes notes that more hotels may be needed as weekend occupancy is high during the summer. It is a seasonal market. Weekend demand during the winter months is diminished; basketball and volleyball tournaments would be helpful.

Vice-Chair Hege asked about local public management versus contracted private management for such a facility. Mr. Sheridan stated that they always recommend a private partner to manage the facility to make sure we can hit the projected revenue numbers. Private partners have national networks which is a great advantage to ramping up because they understand what does and does not work; they already have relationships that the public entity would have to develop.

Commissioner Brady commented that there are other proposed facilities in the region; he asked if there would still be a demand by the time we would open. Mr. Sheridan said he does not see any other developments that are of concern to

him. The proposed facilities are spread out, some have alternate goals, and The Dalles is in a good location.

Commissioner Brady asked if there are any opportunities for enhancements to the environmental experience such as mountain biking. Mr. Sheridan replied that he has not considered that as an aspect but with strong outdoor tourism in the local market, there could be an opportunity to fold that in. That would be more of an amenity rather than a driver of tourism.

Chair Kramer pointed out that as our local college has had an opportunity to grow; we should include them in the conversation. Vice-Chair Hege agreed, saying that the new president wants a soccer program. Chair Kramer said, we need to get everyone to the table to leverage partnerships. Mr. Sheridan stated that is very important to the success of the facility.

Chair Kramer opened the floor to comment.

Victor Johnson of The Dalles asked if the projected jobs includes both the facility and added jobs in the community. Mr. Sheridan said that it included both and is partially based on the level of spending expected at local businesses.

Rodger Nichols of The Dalles commented on the high quality of the report and asked if there is anything in it that warrants further exploration. Mr. Sheridan replied that outdoor recreation is a good path to explore along with other amenities that will encourage family tourism.

Vice-Chair Hege said that the report points out the lack of things to do in spare time is noted in the report as a challenge. The idea of amenities would improve that situation. Mr. Sheridan said this is not unique to Wasco County; visitors often do not know what there is to do which is an educational challenge.

Sheila Dooley of The Dalles said she would be in favor of a mountain bike trail as there is a shortage of those opportunities in our area; hiking and picnic areas would also be good.

Randy Cole of The Dalles asked if we have taken in to consideration the trains that go through town. Chair Kramer said that it has been looked at; there are still questions to be answered.

Chair Kramer asked what the next steps might be. Mr. Stone replied that we are waiting for the hospital to see what direction they take; that will get the ball

rolling again. That gives us time for due diligence such as environmental cleanup and economic impact. He said the Board may not see that as a driving force.

Chair Kramer said he would like to see conversations move forward with the school and college. There is a big issue for the school this fall and this could be instrumental.

Mr. Cole said he has some questions for the Board. Chair Kramer asked him to submit those in writing.

Commissioner Brady stated that the hospital got us started down this path but now that we own the land, the hospital becomes less pertinent. Conversations with the Gorge Commission and Friends of the Gorge also need to get started.

Vice-Chair Hege agreed that there is less of a connection with the hospital now. We have a limited existing facility and if we are not going to invest in that, we need to move forward with this. He said we might partner with the Riders Club and the school; we can do this in phases. There are other opportunities that will move us down the road. He said he would not wait until the hospital decides. Beyond that, the property is owned by the public and we should provide some public access in the short term.

Mr. Stone said staff has had discussions with user groups and we are working as we can to clean up the site. We will need to do some fencing as there is a 200 foot cliff we need to make safe. These conversations are starting.

Commissioner Brady added that the Soil and Water Conservation District is interested in improvements on Chenoweth Creek. Mr. Stone said we also need to get potable water to the site.

Commission Call

Vice-Chair Hege reported attending AOC meetings where many committees are preparing for the upcoming legislative short session. There is a proposed housing plan that is not getting much traction as it uses property taxes to repay loans. He also added that the Board will have only one session in November as Commissioners will be attending the AOC Fall Conference.

Chair Kramer reported that he will not be available for the November 1, 2023, Board Session; Vice-Chair Hege will run that meeting.

Commissioner Brady said that the South Wasco Alliance organized a full

schedule of tours across south Wasco County; it was very impressive. He suggested that we ask them for a report at a future Board session. He went on to say that he spent some time on the Warm Springs Reservation and was impressed by the work they are doing to restart Kah-Nee-Ta Resort.

Chair Kramer stated that he attended the Warm Springs Rodeo where a good time was had by all. He said he will not be able to attend the October 27th joint meeting of the Health and Human Services/Public Safety Committees and encouraged the other Commissioners to attend; they will be discussing strategies around Measure 110.

Consent Agenda – 10.4.2023 Regular Session Minutes

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

Chair Kramer adjourned the meeting at 10:56 a.m.

Summary of Actions

MOTIONS

- **To approve personal services contracts with Gorge Arbor Care for fuel reduction on County-owned property pending address verification.**
- **To approve Order 23-054 appointing Abigail Herriges to the Wasco County Board of Property Tax Appeals.**
- **To approve the Consent Agenda: 10.4.2023 Regular Session Minutes.**
- **To approve Resolutions 23-011 and 23-013 in the matter of approving rate increases, including host fees, for the Wasco County Landfill and Waste Connections.**

CONSENSUS

- **To send the Notice of Determination of Value of Real Property owned by Oregon Department of Fish and Wildlife pursuant to ORS 496.340(4).**
- **To support the submission of the Wasco County Use of Deadly Force Plan to the State.**

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner

DRAFT



September 29th, 2023

Wasco County Board of Commissioners
511 Washington St.
Room 302
The Dalles, OR 97058

Commissioner Steve Kramer, Commissioner Scott Hege, and Commissioner Phil Brady,

My name is Whit Jamieson, Program Manager at Forth Mobility, a 501c3 nonprofit, working on the USDA-funded Wasco County Electric Vehicle (EV) Charging Plan. I'm writing this letter to seek permission to waive the \$308 fees for the Extract of Assessor's database layers. These layers would be quite helpful in the data analysis for this project.

For a bit more context, Forth is a national non-profit organization based in Portland, Oregon, whose mission is to electrify transportation by bringing people together to create solutions that reduce pollution and barriers to access. In the past, we have led and supported various EV and EV charging work in Wasco County. Some of them are listed below.

- EV car share program with Northern Wasco County PUD
- E-tractor program, collaborating with Wy'East
- Ride & Drive event out of The Dalles, November 2022, that included the Volkswagen ID4, Ford F150 Hybrid, and E-tractor
- Providing EV chargers to Maupin Works in Maupin back in 2020/2021

Recently, Forth was awarded a 2 year grant by the U.S. Department of Agriculture Rural Development to support the development of an Electric Vehicle (EV) charging infrastructure plan for Wasco County. As a Technical Assistance Provider, Forth, in collaboration with Wy'East Resource Conservation and Development Area Council Inc., a local Dalles and Dufur based non-profit, has worked to create and meet regularly with the Wasco County EV Charging Stakeholder Group to develop a 3-5 year county-wide EV charging deployment plan. This will include city maps that look at existing and promising future publicly-controlled EV charging locations.

To support this work, we require access to the Extract of Assessor's database layers and would really appreciate it if the \$308 fee is waived for us to access the above resources. Please let us know if you have any questions.

Sincerely
Whit and Forth team

Whitaker Jamieson
Program Manager
Forth
2035 NW Front Ave #101,
Portland, OR 97209



11/1/2023

To: Board of County Commissioners

From: Tycho Granville – GIS Coordinator

Re: Fee Waiver

We received a fee waiver request from Fourth: Empowering Mobility on September 29th, 2023. The full request is included your packet. I also forwarded a copy to our GIS partners (City of The Dalles, Mid-Columbia Fire & Rescue, NWCPUD, and Sherman County) for their comments and feedback to the Board.

511 W
p: [541] 506-25

The request is for an extract of the assessor database, which sells for \$308. Fourth: Empowering Mobility is gathering information to determine where in Wasco County are the best locations for electric vehicle charging stations, and to study some other potential transportation infrastructure capabilities.

The full text of our partner's feedback is below. Note that we did not receive a comment from NWCPUD.

Text of GIS Partner's responses:

I don't see an issue with providing the data for a study to be conducted.

Drew Messenger
Sherman County Assessor
(541)565-3505

It sounds like a project that will certainly benefit Wasco County. I have no issue with waiving the GIS fee.



Robert F. Palmer, Fire Chief
Mid-Columbia Fire & Rescue

I have no issue with waiving the GIS fee.

Thanks.

Joshua Chandler (he/him/él)
Community Development Director
City of The Dalles
541-296-5481 x1121

511 W
p: [541] 506-25

Board Options:

- Grant the waiver in full (\$308). (I move the Board grant Forth: Empowering Mobility a full waiver of the requested GIS data.)
- Grant a modified waiver (something less than \$308)
- Deny the waiver

I am happy to answer any questions you may have, and will take the next step at the Board's direction.

Thank you,

Tycho Granville
GIS Coordinator, Wasco County



MEMORANDUM

SUBJECT: June 30 Summary of Property Tax Collection Report

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JILL AMERY

DATE: 10/23/2023

BACKGROUND INFORMATION:

Oregon Revised Statute 311.531 states that the tax collector shall file a copy of the Summary of Property Tax Collection with the Department of Revenue, the county court and the county clerk.

The 2022-23 tax certification of \$50,986,561.74 was up \$7,869,268.26 over the prior 2021-22 tax year of \$43,117,293.48. \$5,258,841.84 of this was the result of the first Google Enterprise Zone abatement becoming fully taxable.

Taxes collected for the current year were \$48,472,583.66. This is \$7,515,299.73 more than the prior year. The current year tax collection percentage shows a slight increase again from 97.890% for the 2021-22 season to 98.062% for the current year.

Respectfully

Jill Filla Amery

Assessor & Tax Collector for Wasco County

Summary of Property Tax Collections for Fiscal Year Ending:
 As of: 7/1/2023
 Tax Year: 2022-2023

6/30/2023

Wasco County

	2022-2023	2021-2022	2020-2021	2019-2020	2018-2019	2017-2018	2016-2017	Prior Years	TOTAL
Amount of Taxes Certified									
Line 1 Total Amount Certified	50,986,561.74								
Line 2 Real Property	36,920,926.60								
Line 3 Personal Property	4,694,806.14								
Line 4 Public Utilities	4,946,996.93								
Line 5 Manufactured Structures	4,423,832.07								
Line 6 Total Amount Certified	50,986,561.74								
Line 7 Uncollected Beginning Balance									
Line 8 Amount Added to Rolls	9,909.72	907,550.29	394,907.33	242,109.55	99,200.41	37,019.27	20,947.51	31,064.86	1,732,799.22
Line 9 Total Line 6-8	50,996,471.46	907,550.29	394,907.33	242,109.55	99,200.41	37,019.27	20,947.51	31,064.86	52,729,270.68
Line 10 P/P Taxes Cancelled by Court	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Line 11 Real Property Foreclosures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Line 12 Other Correction, etc.	192,883.91	15,141.15	14,418.09	14,381.23	1,597.32	99.08	0.00	0.00	238,520.78
Line 13 Total (non-Cash) Credits	192,883.91	15,141.15	14,418.09	14,381.23	1,597.32	99.08	0.00	0.00	238,520.78
Line 14 Net Taxes for Collection	50,803,587.55	892,409.14	380,489.24	227,728.32	97,603.09	36,920.19	20,947.51	31,064.86	52,490,749.90
Line 15 Discounts Allowed	1,346,190.34	12,195.23	12,420.70	12,550.70	15,169.30	-2.97			1,398,523.30
Line 16 Total Taxes Collected	48,472,583.66	437,648.97	128,810.87	104,187.68	39,080.55	15,656.80	8,433.59	13,628.68	49,220,030.80
Line 17 Total Remaining Taxes	984,813.55	454,760.17	251,678.37	123,540.64	43,353.24	21,266.36	12,513.92	17,436.18	1,909,362.43
Line 18 Percentage Collected	98.062%								
Taxes Remaining Uncollected									
Line 19 Real Property	765,703.73	334,303.36	172,978.72	77,777.02	20,786.27	13,648.05	7,239.61	1,314.56	1,393,751.32
Line 20 Personal Property	21,166.79	12,114.00	9,711.69	9,661.62	12,269.54	1,817.08	3,148.33	6,348.94	76,237.99
Line 21 Public Utilities	780.98	493.29	0.00	0.00	0.00	0.00	0.00	0.00	1,274.27
Line 22 Manufactured Structures	197,162.05	107,849.52	68,987.96	36,102.00	10,297.43	5,801.23	2,125.98	9,772.68	438,098.85
Line 23 Total Remaining	984,813.55	454,760.17	251,678.37	123,540.64	43,353.24	21,266.36	12,513.92	17,436.18	1,909,362.43
Line 24 Corrections to reflect Order on Appeal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Line 25 Unpaid Tax with Deferred Billing Credits (ORS 305.286) as of 6-30-2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Line 26 Undistributed Tax in Pool Refund Cr Fund (ORS305.286)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Line 27 CATE Interest - Tier 1	9,262.13	17,248.48	12,664.11	15,253.18	8,656.30	2,976.60	2,046.66	5,352.57	73,460.03
Line 28 CATE Interest - Tier 2	3,317.12	6,168.72	6,389.44	7,513.78	2,509.75	724.16	91.70	548.85	27,263.52
Line 29 Interest Distributed to Districts	18,199.02	34,143.26	23,611.70	29,976.80	19,686.99	8,132.51	6,021.76	13,243.90	153,015.94
Line 30 Refund Interest Paid	1,899.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,899.26

I, Jill Filla Amery, Assessor & Tax Collector for Wasco County, certify that these tables are a correct summary of transactions for fiscal year ending June 30, 2023

Jill Filla Amery

Amended 8/31/2023



MEMORANDUM

SUBJECT: 2023 Tax Certification

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JILL AMERY, ASSESSOR & TAX COLLECTOR

DATE: 10/24/2023

BACKGROUND INFORMATION:

Wasco County certified the 2023-24 Tax Roll on October 10, 2023 in the amount of \$53,412,477.63. This is a total of 4.8% over the prior year tax roll.

**TABLE 8 -- SUMMARY OF AMOUNTS TO BE RAISED, NET TAXES TO BE COLLECTED,
AND ASSESSOR'S CERTIFICATION AND OATH**

ASSESSOR'S CERTIFICATE AND OATH OF TOTAL TAXES AND OTHER CHARGES

County: Wasco

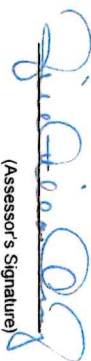
ITEM	AMOUNT
1 Total amount imposed for taxing districts (exclude UR special levies)	50,711,040.61
2 Total urban renewal imposed (from division of tax and special levies)	1,686,154.76
3 Additional taxes, penalties, special assessments, fees, and charges imposed	1,013,282.72
4 Total taxes, special assessments, fees, and charges imposed (line 1 + line 2 + line 3)	53,412,478.09
5 Less: Nonprofit Housing	0.00
6 Less: State Fish and Wildlife	41,547.01
7 Net taxes and assessments to be collected (line 4 - line 5 - line 6)	53,370,931.08
8 Total taxes, special assessments, fees & charges extended by district	53,412,478.09
9 Total taxes, special assessments, fees & charges extended by account	53,412,477.63
10 Gain/(loss) due to individual extension (Line 9 minus Line 8)	(0.46)
11 Loss due to truncation.	(601.54)
12 Loss due to Measure 5 compression	-1,632,114.07
Breakdown of taxes, special assessments, fees and charges imposed by property type	
13 Real Property (include all special assessments entered on real property roll)	39,066,125.58
14 Personal property (include late personal property filing penalties)	3,936,992.85
15 Manufactured Structures	4,577,711.34
16 Utilities	5,827,647.86
17 TOTAL (Total of lines 13 through 16)	53,412,477.63

Tables prepared by (if other than assessor)	Title	Phone No.	Date
XTR	Consultant		10/10/2023

STATE OF OREGON

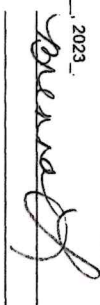
County of Wasco

I, Jill Filia Amery, being the duly elected, qualified and acting assessor of the above-named county, do solemnly swear that I have diligently and to the best of my ability assessed all property in said county, which by law I am permitted to assess, that I have not willfully or knowingly omitted to assess any person or property, or valued over its assessed value any property or class of property whatever. Pursuant to ORS 311.105, I do hereby certify the assessed valuation, tax levies, special assessments, fees, and charges set forth in the summary herein contained, are true and correct copies of the whole thereof, as the same appears on file in my office and custody.



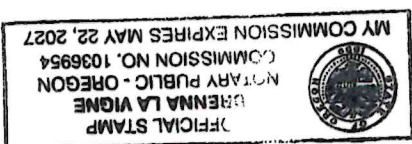
(Assessor's Signature)

Subscribed and sworn to before me this 10th day of October, 2023.



(Signature and Title of Officer)

(Official Seal)
cc: _____ Tax Collector
cc: _____ County Clerk





MEMORANDUM

SUBJECT: CANCELLATION OF UNCOLLECTIBLE BUSINESS PERSONAL PROPERTY TAXES, ACCOUNT #64175

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JILL AMERY, WASCO COUNTY TAX COLLECTOR

DATE: 10/24/2023

BACKGROUND INFORMATION:

I am requesting the Wasco County Board of County Commissioners for an Order Cancelling Wholly Uncollectible Personal Property Taxes, pursuant to ORS 311.790.

The Personal property taxes attributed to account number 64175 has been outstanding since on or around 2018. The business owner abruptly left town and the business personal property disappeared from Wasco County. Efforts were made to locate the business owner. Collection efforts determined the likelihood of recouping the taxes outstanding to be unlikely due to the circumstances. The amount to be cancelled is \$53,514.90.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE CANCELLATION OF CERTAIN UNCOLLECTIBLE PERSONAL PROPERTY TAXES

ORDER #23-078

NOW ON THIS DATE, the above-entitled matter having come on regularly to be heard upon the Motion of the Wasco County Attorney for an Order declaring certain taxes upon personal property to be now uncollectible and directing the Tax Collector to cancel said personal property taxes; it appearing to the Board from the Affidavits of Jill F. Amery, Tax Collector for Wasco County, and Kristen Campbell, Attorney for Wasco County, that the taxes in the complaint are wholly uncollectible.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jill F. Amery, Tax Collector for Wasco County, cancel the taxes listed in the motion on file in this matter, attached hereto, and by this reference incorporated herein, as uncollectible personal property taxes; it is further ordered that this Order be entered in the Journal of the Board of County Commissioners.

DATED this 1st day of November, 2023.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

**WASCO COUNTY BOARD OF
COMMISSIONERS:**

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner

IN THE COUNTY COMMISSION OF THE STATE OF OREGON

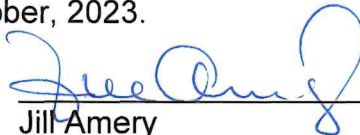
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE CANCELLATION)
OF CERTAIN UNCOLLECTIBLE BUSINESS) A F F I D A V I T
PERSONAL PROPERTY TAXES.)

STATE OF OREGON,)
) ss.
County of Wasco.)

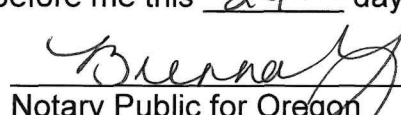
I, JILL AMERY, being first duly sworn on oath depose and say: That I am the duly qualified and acting Tax Collector for the State of Oregon in and for the County of Wasco; That the attached list of personal property taxes was prepared in my office and under my direction; That I have examined said list and investigated the feasibility of collection of said taxes; That from my investigation I have determined that the attached list of taxes of personal property represents a list of uncollectible business personal property taxes which are delinquent and are now wholly uncollectible by virtue of the fact that the business personal property disappeared from the county along with the business owner; and That in my opinion said taxes are wholly uncollectible by virtue of these facts; and Further that I make this Affidavit in support of a Motion for an Order of this Court declaring the said taxes to be uncollectible and directing me as Tax Collector of this County to cancel said uncollectible personal property taxes.

DATED this 24th day of October, 2023.

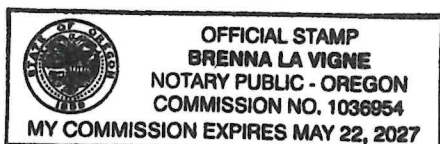


Jill Amery
Wasco County Tax Collector

SUBSCRIBED AND SWORN to before me this 24th day of October, 2023.



Notary Public for Oregon
My Commission Expires: 5-22-27



IN THE COUNTY COURT OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE CANCELLATION)
OF CERTAIN UNCOLLECTIBLE BUSINESS) A F F I D A V I T
PERSONAL PROPERTY TAXES.)

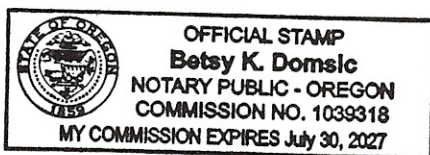
STATE OF OREGON,)
) ss.
County of Wasco.)

I, KRISTEN CAMPBELL, being first duly sworn on oath depose and say: That I am the, qualified and acting Legal Counsel for the State of Oregon in and for the County of Wasco; That based upon the Affidavit of Jill Amery, Tax Collector of said County, I have determined that the attached list of taxes of business personal property represents a list of uncollectible business personal property taxes which are delinquent and are now wholly uncollectible by virtue of the fact that the business personal property disappeared from the county along with the business owner; and That in my opinion said taxes are wholly uncollectible by virtue of these facts; and Further that I make this Affidavit in support of a written application under ORS 311.790 for an Order directing the Tax Collector to cancel such business personal property taxes as uncollectible.

DATED this 25th day of October, 2023.

Kristen Campbell
Wasco County Legal Counsel

SUBSCRIBED AND SWORN to before me this 25th day of October, 2023.



Notary Public for Oregon
My Commission Expires: 7/30/2027

2023 WASCO COUNTY PERSONAL PROPERTY TAX STATEMENT

Account: 64175

Alternate Property Number:

TCA:

Legal Desc:

Location: 3600 CRATES WAY

Bill To Party: DG ROLLINS MINING LLC
3600 CRATES WY STE 300
THE DALLES OR 97058

Lender:

Delinquent Interest Computed Through: 10/24/2023

ACCOUNT VALUES		
Description	2022	2023
Assessed Value Regular (AVR)		
Taxable Value Regular (TVR)		
Real MKT Total (MKTTL)		
Exception Assessed Value (EAV)		

TAXES AND SPECIAL ASSESSMENTS			
Year	Description	Amount Assessed	Balance Due
2021	Property Tax Principal	\$5,684.86	\$5,684.86
2021	Personal Property Late Filing Penalty	\$1,421.22	\$1,421.22
2021	Property Tax Interest	\$1,591.77	\$1,591.77
2021	Property Tax Interest	\$397.95	\$397.95
2021	Warrant Fees	\$52.00	\$52.00
Total for Tax Year 2021			\$9,147.80
2020	Property Tax Principal	\$5,789.52	\$5,789.52
2020	Personal Property Late Filing Penalty	\$2,894.76	\$2,894.76
2020	Property Tax Interest	\$1,273.69	\$1,273.69
2020	Property Tax Interest	\$2,547.39	\$2,547.39
2020	Warrant Fees	\$52.00	\$52.00
Total for Tax Year 2020			\$12,557.36
2019	Property Tax Principal	\$6,441.08	\$6,441.08
2019	Personal Property Late Filing Penalty	\$3,220.54	\$3,220.54
2019	Property Tax Interest	\$3,864.65	\$3,864.65
2019	Property Tax Interest	\$1,932.33	\$1,932.33

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

PAYMENT INSTALLMENTS	
Amount includes any unpaid prior year tax	
Pay This Amount	Due By
\$53,514.90	10/24/2023

DISCOUNT IS LOST & INTEREST APPLIES AFTER DUE DATES

DG ROLLINS MINING LLC
3600 CRATES WY STE 300
THE DALLES OR 97058

Total Taxes and Assessments:

\$53,514.90

Account: 64175

Enter Payment Amount

\$

Make payment to:

Department of Assessment & Tax 511 Washington Street, Room 208 The Dalles, Oregon 97058

2023 WASCO COUNTY PERSONAL PROPERTY TAX STATEMENT

Account: 64175

Alternate Property Number:

2019	Warrant Fees	\$52.00	\$52.00
		Total for Tax Year 2019	\$15,510.60
2018	Property Tax Principal	\$9,231.33	\$9,231.33
2018	Property Tax Interest	\$7,015.81	\$7,015.81
2018	Warrant Fees	\$52.00	\$52.00
		Total for Tax Year 2018	\$16,299.14
		Total Taxes and Assessments	\$53,514.90

Comment:

Payment Terms

PAYMENT INSTALLMENTS

Amount includes any unpaid prior year tax

Pay This Amount	Due By
\$53,514.90	10/24/2023

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

PAYMENT INSTALLMENTS

Amount includes any unpaid prior year tax

Pay This Amount	Due By
\$53,514.90	10/24/2023

DISCOUNT IS LOST & INTEREST APPLIES AFTER DUE DATES

DG ROLLINS MINING LLC
3600 CRATES WY STE 300
THE DALLES OR 97058

Total Taxes and Assessments:

\$53,514.90

Account: 64175

Enter Payment Amount

\$

Make payment to:

Department of Assessment & Tax 511 Washington Street, Room 208 The Dalles, Oregon 97058

311.790 Cancellation of uncollectible property tax. (1) If the tax collector and the district attorney for any county determine that taxes on personal property that are delinquent are for any reason wholly uncollectible, the tax collector and district attorney may request, in writing, the county court for an order directing that the taxes be canceled. The court, when so requested, may in its discretion order and direct the tax collector to cancel such uncollectible personal property taxes. The order shall be entered in the journal of the county court.

(2) If the tax collector determines that additional taxes on real property disqualified from special assessment under ORS 308A.703 are wholly uncollectible due to the property's exempt status, the tax collector may request, in writing, the county court for an order directing that the taxes be canceled. The court, when so requested, may in its discretion order and direct the tax collector to cancel the uncollectible property taxes. The order shall be entered in the journal of the county court. [Formerly 311.710; 1993 c.6 §6; 2007 c.791 §1]



MOTION

SUBJECT: Wholly Uncollectible Taxes

I move to approve Order 23-078 canceling certain uncollectible personal property taxes.



CAMPBELL PHILLIPS PC
Attorneys at Law

MEMORANDUM

To: Wasco County Board of Commissioners
From: Kristen Campbell and Joanna Lyons-Antley, Counsel
Arthur Smith, Wasco County Director of Public Works
Date: October 23, 2023
Re: Revised and Restated Public Contracting Rules: Update

Background

The existing version of Wasco County's Public Contracting Rules was adopted in 2013. Since then, the underlying legislation has been amended several times. Most recently, the legislature enacted Senate Bill 1047, which substantially increased some of the public contracting thresholds for purchasing goods and services. See attached. The Rules need to be amended to align with legislation. As part of the Amendment process, a detailed review of the Rules was undertaken, and a few additional areas were identified as in need of increased efficiency. The attached proposed Revised and Restated Public Contracting Rules (the "Rules") have taken these into account. The Board of Commissioners has been delegated the authority to make these changes as the Local Contract Rules Board.

Analysis

Most of the Rules, and the applicable processes, remain unchanged. Generally, the Rules seek to condense the applicable statutes into a manageable format. Where the Rules are silent, the County will continue to refer to the state's Model Rules. The goals in revising the Rules were: 1) maximizing contracting efficiency; 2) remaining in compliance with legislation; and 3) creating a document that is "user friendly." The key proposed changes are as follows:

Section 2: This Section summarizes the statutorily exempt classes of contracts that are specifically applicable to Wasco County.

Section 5: This Section designates the Administrative Officer as "Purchasing Manager" unless the Board directs otherwise. This delineates the Administrative Officer's existing de facto role overseeing the County's public contracting processes and ensuring compliance with the Rules. This Section also increases the Administrative Officer's authority to enter

into contracts up to \$50,000.00. Section 5 also authorizes the Administrative Officer to approve change orders or amendments not exceeding 25% of the original contract price. These provisions would continue to require strict adherence to the Rules and the review of contracts by legal counsel but would allow for some of the more “day-to-day” contracting to occur without official Board action. Similarly, Section 5 allows Department Heads to enter into contracts up to \$15,000.00 without official Board action.

Section 8: Section 8 incorporates the recent legislative changes to purchasing thresholds. For example, for personal services contracts, the County may now directly award contracts not exceeding \$25,000.00 in one year. Similarly, the County may utilize an informal solicitation process (soliciting no less than three bids) for contracts up to \$250,000.00, which is increased from \$150,000.00. The thresholds for direct and informal awards were also revised as to public improvement contracts along with contracts for professional services. ***Note:*** When it is in the County’s best interest, even if a direct or informal solicitation is allowed, there is nothing prohibiting the County from undertaking a more formal process.

Section 8 Subsection F includes classes of contracts that may be awarded in any manner, including directly as allowed by statute, because they are unlikely to encourage favoritism and will result in substantial cost savings to the County. These contracts are generally based either on scarce goods, specialized services and/or ongoing relationships or sophisticated familiarity with the subject matter or the intertwined relationship between classes of goods and services (i.e. software/hardware compatibility). These also include sole source contracts, where goods or services are only available from one source.

Section 8 Subsection G is a response to what the County learned during an unforeseen pandemic. This revision would allow the Public Contracting Manager to enter into a contract immediately and directly to prevent substantial damage to persons or County property. However, the Contracting Manger is required to report to the Board, as soon as possible, the nature of the emergency, contract and method for selecting the contractor.

Section 9. This Section expands our ability to certify “qualified pools” of contractors capable of providing specified goods or performing certain services. Qualified contractors would be invited to submit their qualifications to the County. Subject to the requirements in the Rules and the best interests of the County, contracts would be awarded from the pool without further competition.

Conclusion

Adopting these Revised and Restated Public Contracting Rules would bring the County into compliance with the Oregon Revised Statutes, increase contracting efficiency in specific areas and be more easily amended going forward as rules change.

Senate Bill 1047

Sponsored by Senator WAGNER (at the request of Governor Tina Kotek)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Raises contract price threshold under which contracting agency may apply certain solicitation and procurement methods for public contracts. Requires state contracting agency that awards public contract with contract price of \$10,000 or more to document in state contracting agency's procurement file actions that state contracting agency takes to provide notice of procurement to Governor's Policy Advisor for Economic and Business Equity and to invite or consider for participation in procurement businesses or enterprises that Certification Office for Business Inclusion and Diversity certifies.

Requires Oregon Department of Administrative Services to promote policy of diversity, equity and inclusion in public contracting by engaging in efforts to increase public contracting opportunities for businesses and enterprises that Certification Office for Business Inclusion and Diversity has certified. Requires department to review and evaluate results of disparity study, to develop plan to implement and implement priority recommendations of study and to report periodically to Governor's Policy Advisor for Economic and Business Equity concerning progress of department's plan and implementation.

Takes effect on 91st day following adjournment sine die.

A BILL FOR AN ACT

Relating to equity in public procurements; creating new provisions; amending ORS 279B.065, 279B.070 and 279C.335; and prescribing an effective date.

Be It Enacted by the People of the State of Oregon:

SECTION 1. ORS 279B.065 is amended to read:

279B.065. (1) A contracting agency may award a [*procurement of*] **public contract for** goods or services that does not exceed [*\$10,000*] **a contract price of \$25,000** in any manner the contracting agency deems practical or convenient, including by direct selection or award. A contract awarded under this section may be amended to exceed [*\$10,000*] **\$25,000** only in accordance with rules adopted under ORS 279A.065.

(2) **A state contracting agency that awards a public contract with a contract price of \$10,000 or more using a method permitted under this section shall document in the state contracting agency's procurement file the actions the state contracting agency takes to:**

(a) **Comply with ORS 200.035; and**

(b) **Consider for the procurement businesses or enterprises that the Certification Office for Business Inclusion and Diversity certifies under ORS 200.055.**

[(2)] (3) A contracting agency may not artificially divide or fragment a procurement so as to constitute a small procurement under this section.

SECTION 2. ORS 279B.070 is amended to read:

279B.070. (1) A contracting agency may award a [*procurement of*] **public contract for** goods or services that exceeds [*\$10,000*] **a contract price of \$25,000**, but does not exceed [*\$150,000*] **a contract price of \$250,000**, [*in accordance with intermediate procurement procedures*] **as provided in subsection (4) of this section**. A contract awarded under this section may be amended to exceed [*\$150,000*] **\$250,000** only in accordance with rules adopted under ORS 279A.065.

NOTE: Matter in **boldfaced** type in an amended section is new; matter [*italic and bracketed*] is existing law to be omitted. New sections are in **boldfaced** type.

(2) A state contracting agency that awards a public contract with a contract price of \$10,000 or more using a method permitted under this section shall document in the state contracting agency's procurement file the actions the state contracting agency takes to:

(a) Comply with ORS 200.035; and

(b) Invite to participate in the procurement qualified businesses or enterprises that the Certification Office for Business Inclusion and Diversity certifies under ORS 200.055.

[(2)] (3) A contracting agency may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section.

[(3)] (4) When conducting an intermediate procurement, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The contracting agency shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the contracting agency shall make a written record of the effort the contracting agency makes to obtain the quotes or proposals.

[(4)] (5) If a contracting agency awards a **public** contract, the contracting agency shall award the **public** contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110.

SECTION 3. ORS 279C.335 is amended to read:

279C.335. (1) A contracting agency may award a public improvement contract only in response to competitive bids, except for:

(a) A public improvement contract with a qualified nonprofit agency that provides employment opportunities for individuals with disabilities under ORS 279.835 to 279.855.

(b) A public improvement contract that is exempt under subsection (2) of this section.

(c) A public improvement contract with a value of less than ~~[\$10,000]~~ **\$25,000. A state contracting agency that awards a public improvement contract with a contract price of \$10,000 or more under this paragraph shall document in the state contracting agency's procurement file the actions the state contracting agency takes to:**

(A) Comply with ORS 200.035; and

(B) Invite to participate in the procurement qualified businesses or enterprises that the Certification Office for Business Inclusion and Diversity certifies under ORS 200.055.

(d) A public improvement contract with a contract price that does not exceed \$100,000 made under procedures for competitive quotes in ORS 279C.412 and 279C.414.

(e) A contract to repair, maintain, improve or protect property the Department of Veterans' Affairs obtains under ORS 407.135 and 407.145 (1).

(f) An energy savings performance contract that a contracting agency enters into in accordance with rules of procedure adopted under ORS 279A.065.

(g) A public improvement contract with an estimated contract price of \$250,000 or less that a contracting agency awards to an emerging small business certified under ORS 200.055 and funds with moneys from the Emerging Small Business Account established under ORS 200.180. A contracting agency that awards a public contract exempted from competitive bidding under this paragraph shall solicit competitive quotes as provided in ORS 279C.414 before making the award.

(2) Subject to subsection (4)(b) and (c) of this section, the Director of the Oregon Department of Administrative Services, a local contract review board or, for contracts described in ORS

1 279A.050 (3)(b), the Director of Transportation may exempt a public improvement contract or a class
2 of public improvement contracts from the competitive bidding requirement of subsection (1) of this
3 section after the Director of the Oregon Department of Administrative Services, the Director of
4 Transportation or the local contract review board approves the following findings that the con-
5 tracting agency submits or, if a state agency is not the contracting agency, that the state agency
6 that is seeking the exemption submits:

7 (a) The exemption is unlikely to encourage favoritism in awarding public improvement contracts
8 or substantially diminish competition for public improvement contracts.

9 (b) Awarding a public improvement contract under the exemption will likely result in substantial
10 cost savings and other substantial benefits to the contracting agency or the state agency that seeks
11 the exemption or, if the contract is for a public improvement described in ORS 279A.050 (3)(b), to
12 the contracting agency or the public. In approving a finding under this paragraph, the Director of
13 the Oregon Department of Administrative Services, the Director of Transportation or the local
14 contract review board shall consider the type, cost and amount of the contract and, to the extent
15 applicable to the particular public improvement contract or class of public improvement contracts,
16 the following:

17 (A) How many persons are available to bid;

18 (B) The construction budget and the projected operating costs for the completed public im-
19 provement;

20 (C) Public benefits that may result from granting the exemption;

21 (D) Whether value engineering techniques may decrease the cost of the public improvement;

22 (E) The cost and availability of specialized expertise that is necessary for the public improve-
23 ment;

24 (F) Any likely increases in public safety;

25 (G) Whether granting the exemption may reduce risks to the contracting agency, the state
26 agency or the public that are related to the public improvement;

27 (H) Whether granting the exemption will affect the sources of funding for the public improve-
28 ment;

29 (I) Whether granting the exemption will better enable the contracting agency to control the
30 impact that market conditions may have on the cost of and time necessary to complete the public
31 improvement;

32 (J) Whether granting the exemption will better enable the contracting agency to address the size
33 and technical complexity of the public improvement;

34 (K) Whether the public improvement involves new construction or renovates or remodels an
35 existing structure;

36 (L) Whether the public improvement will be occupied or unoccupied during construction;

37 (M) Whether the public improvement will require a single phase of construction work or multi-
38 ple phases of construction work to address specific project conditions; and

39 (N) Whether the contracting agency or state agency has, or has retained under contract, and
40 will use contracting agency or state agency personnel, consultants and legal counsel that have
41 necessary expertise and substantial experience in alternative contracting methods to assist in de-
42 veloping the alternative contracting method that the contracting agency or state agency will use to
43 award the public improvement contract and to help negotiate, administer and enforce the terms of
44 the public improvement contract.

45 (c) As an alternative to the finding described in paragraph (b) of this subsection, if a contracting

1 agency or state agency seeks an exemption that would allow the contracting agency or state agency
2 to use an alternative contracting method that the contracting agency or state agency has not pre-
3 viously used, the contracting agency or state agency may make a finding that identifies the project
4 as a pilot project for which the contracting agency or state agency intends to determine whether
5 using the alternative contracting method actually results in substantial cost savings to the con-
6 tracting agency, to the state agency or, if the contract is for a public improvement described in ORS
7 279A.050 (3)(b), to the contracting agency or the public. The contracting agency or state agency
8 shall include an analysis and conclusion regarding actual cost savings, if any, in the evaluation re-
9 quired under ORS 279C.355.

10 (3) In making findings to support an exemption for a class of public improvement contracts, the
11 contracting agency or state agency shall clearly identify the class using the class's defining char-
12 acteristics. The characteristics must include a combination of project descriptions or locations, time
13 periods, contract values, methods of procurement or other factors that distinguish the limited and
14 related class of public improvement contracts from the agency's overall construction program. The
15 agency may not identify a class solely by funding source, such as a particular bond fund, or by the
16 method of procurement, but shall identify the class using characteristics that reasonably relate to
17 the exemption criteria set forth in subsection (2) of this section.

18 (4) In granting exemptions under subsection (2) of this section, the Director of the Oregon De-
19 partment of Administrative Services, the Director of Transportation or the local contract review
20 board shall:

21 (a) If appropriate, direct the use of alternative contracting methods that take account of market
22 realities and modern practices and are consistent with the public policy of encouraging competition.

23 (b) Require and approve or disapprove written findings by the contracting agency or state
24 agency that support awarding a particular public improvement contract or a class of public im-
25 provement contracts, without the competitive bidding requirement of subsection (1) of this section.
26 The findings must show that the exemption of a contract or class of contracts complies with the
27 requirements of subsection (2) of this section.

28 (c) Require a contracting agency or state agency that procures construction manager/general
29 contractor services to conduct the procurement in accordance with model rules the Attorney Gen-
30 eral adopts under ORS 279A.065 (3).

31 (5)(a) A contracting agency or state agency may hold a public hearing before approving the
32 findings required by subsection (2) of this section and before the Director of the Oregon Department
33 of Administrative Services, the Director of Transportation or the local contract review board grants
34 an exemption from the competitive bidding requirement for a public improvement contract or a class
35 of public improvement contracts.

36 (b) Notification of a proposed exemption under subsection (2) of this section must be published
37 in at least one trade newspaper of general statewide circulation a minimum of 14 days before the
38 date on which the contracting agency intends to take action to approve or disapprove the ex-
39 emption.

40 (c) The notice must state that in response to a written request, the contracting agency or state
41 agency will hold a public hearing for the purpose of taking comments on the draft findings for an
42 exemption from the competitive bidding requirement.

43 (d) If the contracting agency or state agency conducts a public hearing, the contracting agency
44 or state agency shall offer an opportunity for any interested party to appear and comment.

45 (e) If a contracting agency or state agency must act promptly because of circumstances beyond

1 the agency's control that do not constitute an emergency, notification of the proposed exemption
2 may be published simultaneously with the agency's solicitation of contractors for the alternative
3 public contracting method, as long as responses to the solicitation are due at least five days after
4 the agency intends to take action to approve or disapprove the proposed exemption.

5 (6) The purpose of an exemption is to exempt one or more public improvement contracts from
6 competitive bidding requirements. The representations in and the accuracy of the findings, including
7 any general description of the resulting public improvement contract, are the bases for approving
8 the findings and granting the exemption. The findings may describe anticipated features of the re-
9 sulting public improvement contract, but the final parameters of the contract are those character-
10 istics or specifics announced in the solicitation document.

11 (7) A public improvement contract awarded under the competitive bidding requirement of sub-
12 section (1) of this section may be amended only in accordance with rules adopted under ORS
13 279A.065.

14 (8) A public improvement contract that is excepted from the competitive bidding requirement
15 under subsection (1)(a), (c), (d), (e), (f) or (g) of this section is not subject to the exemption require-
16 ments of subsection (2) of this section.

17 **SECTION 4. The Oregon Department of Administrative Services shall promote and apply**
18 **a policy of diversity, equity and inclusion in public contracting by engaging in efforts to in-**
19 **crease public contracting opportunities for businesses and enterprises that the Certification**
20 **Office for Business Inclusion and Diversity has certified under ORS 200.055. The department**
21 **shall undertake the following actions:**

22 (1) Review and evaluate the recommendations of a statewide study of disparities in
23 awarding public contracts;

24 (2) Develop a plan to implement the priority recommendations set forth in the study de-
25 scribed in subsection (1) of this section;

26 (3) Implement the priority recommendations set forth in the study described in sub-
27 section (1) of this section; and

28 (4) Report to the Governor's Policy Advisor for Economic and Business Equity concern-
29 ing the department's plan and implementation every six months until the earlier of the date
30 on which the department has fully implemented the priority recommendations or June 30,
31 2025. The department shall submit the first report not later than 90 days after the com-
32 pletion of the study described in subsection (1) of this section.

33 **SECTION 5. Section 4 of this 2023 Act and the amendments to ORS 279B.065, 279B.070**
34 **and 279C.335 by sections 1 to 3 of this 2023 Act apply to procurements that a contracting**
35 **agency advertises or otherwise solicits or, if the contracting agency does not advertise or**
36 **otherwise solicit the procurement, to public contracts into which the contracting agency**
37 **enters on or after the operative date specified in section 6 of this 2023 Act.**

38 **SECTION 6. (1) The amendments to ORS 279B.065, 279B.070 and 279C.335 by sections 1 to**
39 **3 of this 2023 Act become operative on January 1, 2024.**

40 (2) A contracting agency that adopts rules under ORS 279A.065 or 279A.070 may adopt
41 rules and take any other action before the operative date specified in subsection (1) of this
42 section that is necessary for the contracting agency to undertake and exercise all of the
43 duties, functions and powers conferred on the contracting agency by the amendments to ORS
44 279B.065, 279B.070 and 279C.335 by sections 1 to 3 of this 2023 Act.

45 **SECTION 7. This 2023 Act takes effect on the 91st day after the date on which the 2023**

1 regular session of the Eighty-second Legislative Assembly adjourns sine die.

2



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE ADOPTION OF 2023 REVISED RULES GOVENRING PUBLIC CONTRACTS IN WASCO COUNTY, OREGON

RESOLUTION 23-015

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

WHEREAS: On March 24, 1975, this Board adopted an Ordinance pursuant to ORS 279.055 designating this Board as the Local Contract Review Board for Wasco County; and adopting temporary rules for governing public contrats in Wasco Count; and

WHEREAS: On May 26, 1976, this Board adopted permanent rules to govern public contracts in Wasco County; and

WHEREAS: On November 21, 2001, February 16, 2005, August 5, 2005 and February 20, 2013, this Board adopted Resolutions amending the rules governing public contracts in Wasco County, Oregon; and

WHEREAS: additional changes to the County's rules governing public contracts are now being proposed in order to more closely align with Oregon State contracting rules and to allow staff additional flexibility.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That this Board adopts the attached and by this reference incorporated herein, revised rules governing public contracts in Wasco County Oregon.

IT IS HEREBY FURTHER RESOLVED: That it is the Board's findings that these revised rules, which include the exemption of certain classes of pubic contracts, will unlikely encourage favoritism in the award of public contracts and the awarding of public contracts pursuant to the exemptions will result in substantial cost savings to Wasco County.

DATED this 1st day of November, 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

PUBLIC CONTRACTING REGULATIONS FOR THE WASCO COUNTY

Section 1. Public Contracts – Wasco County

- A. Short Title.** This may be cited as the Public Contracting Regulations for the Wasco County.
- B. Purpose of Public Contracting Regulations.** It is the policy of the Wasco County (“County”) in adopting the Public Contracting Regulations to utilize public contracting practices and methods that maximize the efficient use of public resources and the purchasing power of public funds by:
- (1) Promoting impartial and open competition;
 - (2) Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements; and
 - (3) Taking full advantage of evolving procurement methods that suit the contracting needs of the County as they emerge within various contracting activities.
- C. Interpretation of Public Contract Rules.** In furtherance of the purpose of the objectives set forth in subsection B, it is County’s intent that these Public Contracting Regulations be interpreted to authorize the full use of all contracting powers and authorities described in ORS Chapters 279A, 279B and 279C and the Model Rules of the Attorney General set forth in OAR 137-046, 047, 048, and 049.

Section 2. Application of Public Contracting Regulations.

In accordance with ORS 279A.025, the County’s public contracting regulations and the Oregon Public Contracting Code do NOT apply to the following classes of contracts:

- A. Between Governments.** Contracts between the County and a public body or agency of the State of Oregon or its political subdivisions, or between the County and an agency of the federal government.
- B. Grants.** A grant contract is an agreement under which the County is either a grantee or a grantor of moneys, property or other assistance, including loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets, for the purpose of supporting or stimulating a program or activity of the grantee and in which no substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with the grant conditions. The making or receiving of a grant is not a public contract subject to the Oregon Public Contracting Code; however, any grant made by County for the purpose of constructing a public improvement or public works project shall impose conditions on the grantee that ensure that expenditures of the grant to design or construct the public improvement or public works project are made in accordance with the Oregon Public Contracting Code and these regulations.

- C. Attorneys, Legal Witnesses and Consultants.** Contracts for professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which the County is or may become interested or involved.
- D. Real Property.** Acquisitions or disposals of real property or interests in real property.
- E. Finance.** Contracts, agreements or other documents entered into, issued or established in connection with:
- (1) The incurring of debt by the County, including contracting with various professionals to assist County with the process and any contracts, agreements or other documents associated with incurring the debt, regardless of whether the obligations that the contracts, agreements or other documents establish are general, special or limited;
 - (2) The making of program loans and similar extensions or advances of funds, aid or assistance by the County to a public or private Person for the purpose of carrying out, promoting or sustaining activities or programs authorized by law, other than for the construction of public works or public improvements;
 - (3) The investment of funds by the County as authorized by law; or
 - (4) Banking, money management or other predominantly financial transactions of the County that, by their character, cannot practically be established under the competitive contractor selection procedures, “based upon the findings of the Purchasing Manager.”
- F. Employee Benefits.** Contracts for employee benefit plans or retirement plans.
- G. Exempt Under State Laws.** Any other public contracting specifically exempted from the Oregon Public Contracting Code by another provision of law.
- H. Federal Law.** Except as otherwise expressly provided in ORS 279C.800 to 279C.870, applicable federal statutes and regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of the Oregon Public Contracting Code or these regulations, or require additional conditions in public contracts not authorized by the Oregon Public Contracting Code or these regulations.
- I. Concession Agreements.** Contracts for a franchise or concession to promote or sell by a private entity or individual for its own business purposes.

Section 3. Public Contracts – Regulation by County.

Except as expressly delegated under these regulations, the County Board of Commissioners reserves to itself the exercise of all of the duties and authority of a contract review board and a contracting agency under state law including, but not limited to, the power and authority to:

- A. Solicitation Methods Applicable to Contracts.** Approve the use of contracting methods and exemptions from contracting methods for a specific contract or certain classes of contracts;
- B. Waiver of Performance and Payment Bonds.** Approve the partial or complete waiver of the requirement for the delivery of a performance or payment bond for construction of a public improvement, other than in cases of emergencies;
- C. Appeals of Debarment and Prequalification of Decisions.** Hear properly filed appeals of the Purchasing Manager's determination of debarment or prequalification;
- D. Rulemaking.** Adopt contracting rules under ORS 279A.065 and ORS 279A.070 including, without limitation, rules for the procurement, management, disposal and control of goods, services, personal services and public improvements; and
- E. Award.** Award all contracts that exceed the authority of the Purchasing Manager. Such contract awards may expressly delegate to the Administrative Officer or Chair, the authority to approve a specific contract without further Board action.

Section 4. Public Contracts – Attorney General Model Rules.

The Model Rules adopted by the Attorney General under ORS 279A.065 (Model Rules) are hereby adopted as the public contracting rules for the County, to the extent that the Model Rules do not conflict with the provisions of this Resolution, including any amendments to this Resolution.

Section 5. Public Contracts – Authority of Purchasing Manager.

- A. General Authority.** The Administrative Officer shall be the Purchasing Manager for the County and is hereby authorized to issue all solicitations and to award all County contracts for which the contract price does not exceed \$50,000. Said contracts shall be within budgetary restraints. Subject to the provisions of this Resolution, the Purchasing Manager may adopt and amend all solicitation materials, contracts and forms required or permitted to be adopted by contracting agencies under the Oregon Public Contracting Code or otherwise convenient for the County's contracting needs. The Purchasing Manager shall hear all solicitation and award protests.
- B. Change Orders and Amendments.**
 - (1) Non-compensation.** The Administrative Officer may execute any amendment extending the contract period or changing terms other than compensation.
 - (2) Compensation.** The Administrative Officer may execute amendments or change orders not exceeding the following:
 - (a) The original contract amount plus 25% or \$50,000, whichever is greater, based on the aggregate amount of the contract, plus all change orders and extra work; or

- (b) The amount expressly authorized by the Board at the time the contract is approved. If this authorization is used, the person delegated the authority to authorize the amendments or change order(s) shall formally advise the Board of all change order(s) made.

- C. Delegation of Purchasing Manager's Authority.** Any of the responsibilities or authorities of the Purchasing Manager under this Resolution may be delegated and sub-delegated by written directive. Department Heads are hereby authorized to conduct solicitations, enter into contracts up to \$15,000.00 and recommend award of public contracts for which there is an appropriation, subject to the provisions of this document.
- D. Mandatory Review of Rules.** Whenever the Oregon State Legislative Assembly enacts laws that cause the Attorney General to modify its Model Rules, the Purchasing Manager and County Counsel shall review the Public Contracting Regulations, other than the Model rules, and recommend to the County Board of Commissioners any modifications required to ensure compliance with statutory changes.

Section 6. Public Contracts – Definitions.

The following terms used in these regulations shall have the meaning set forth below.

Award means the selection of a person to provide goods, services or public improvements under a public contract. The award of a contract is not binding on the County until the contract is executed and delivered by County.

Bid means a binding, sealed, written offer to provide goods, services or public improvements for a specified price or prices.

Contract price means the total amount paid or to be paid under a contract, including any approved alternates, any fully executed change orders or amendments.

Cooperative procurement means procurement conducted by or on behalf of one or more contracting agencies.

Debarment means a declaration by the Purchasing Manager under ORS 279B.130 or ORS 279C.440 that prohibits a potential contractor from competing for the County's public contracts for a prescribed period of time.

Disposal means any arrangement for the transfer of property by the County under which the County relinquishes ownership.

Emergency means circumstances that: create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and require prompt execution of a contract to remedy the condition.

Goods means any item or combination of supplies, equipment, materials or other personal property, including any tangible, intangible, and intellectual property and rights and licenses in relation thereto.

Informal solicitation means a solicitation made in accordance with the County's Public Contracting Regulations to a limited number of potential contractors, in which the Solicitation Agent attempts to obtain at least three written quotes or proposals.

Invitation to bid means a publicly advertised request for competitive sealed bids.

Model Rules means the public contracting rules adopted by the Attorney General under ORS 279A.065.

Offeror means a person who submits a bid, quote or proposal to enter into a public contract with the County.

Oregon Public Contracting Code means ORS chapters 279A, 279B and 279C.

Person means a natural person or any other private or governmental entity, having the legal capacity to enter into a binding contract.

Proposal means a binding offer to provide goods, services or public improvements with the understanding that acceptance will depend on the evaluation of factors other than, or in addition to, price. A Proposal may be made in response to a request for proposals or under an informal solicitation.

Personal services contract means a contract with an independent contractor predominantly for services that require: special training or skill; certification; technical, creative, professional or communication skills or talents; unique and specialized knowledge; or the exercise of judgment skills; previously acquired uniquely applicable knowledge, insights or work product with County that would substantially reduce time required to reach peak performance; and for which the quality of the service depends on attributes that are unique to the service provider. Such services include, but are not limited to, the services of architects, engineers, land surveyors, attorneys, auditors and other licensed professionals, landscaping designers, artists, designers, computer programmers, performers, consultants and property managers. The Purchasing Manager shall have authority and discretion to determine whether additional types of services not specifically mentioned in this paragraph fit within the definition of personal services.

Public contract means a sale or other disposal, or a purchase, lease, rental or other acquisition, by the County of personal property, services (including personal services), public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement.

Public improvement means a project for construction, reconstruction or major renovation on real property by or for the County. "Public improvement" does not include:

(1) Projects for which no funds of the County are directly or indirectly used, including projects for which participation is incidental or related primarily to project design or inspection; or

(2) Emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.

Purchasing Manager means the Administrative Officer, or designee appointed by the Administrative Officer, to exercise the authority of the Purchasing Manager under these public contracting regulations.

Qualified pool means a pool of vendors who are pre-qualified to compete for the award of contracts for certain types of contracts or to provide certain types of services. The pool may be created by the County, the State of Oregon or any Oregon local government entity.

Quote means a price offer made in response to an informal or qualified pool solicitation to provide goods, services or public improvements.

Request for proposals means a publicly advertised request for sealed competitive proposals.

Services means and includes all types of services (including construction labor) other than personal services.

Solicitation means an invitation to one or more potential contractors to submit a bid, proposal, quote, statement of qualifications or letter of interest to the County with respect to a proposed project, procurement or other contracting opportunity. The word “solicitation” also refers to the process by which the County requests, receives and evaluates potential contractors and awards public contracts.

Solicitation Agent means, with respect to a particular solicitation or contract, the County employee charged with responsibility for conducting the solicitation and making an award, or making a recommendation on award to the Purchasing Manager or County Board of Commissioners.

Solicitation documents means all informational materials issued by the County for a solicitation, including, but not limited to advertisements, instructions, submission requirements and schedules, award criteria, contract terms and specifications, and all laws, regulations and documents incorporated by reference.

Standards of responsibility means the qualifications of eligibility for award of a public contract. An offeror meets the standards of responsibility if the offeror has:

(1) Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to establish the capability of the offeror to meet all contractual responsibilities;

(2) A satisfactory record of performance; the Solicitation Agent shall document the record of performance of an offeror if the Solicitation Agent finds the offeror to be not responsible under this paragraph;

(3) A satisfactory record of integrity; the Solicitation Agent shall document the record of integrity of an offeror if the Solicitation Agent finds the offeror to be not responsible under this paragraph;

(4) Qualified legally to contract with the County;

(5) Supplied all necessary information in connection with the inquiry concerning responsibility; if an offeror fails to promptly supply information requested by the Solicitation Agent concerning responsibility, the Solicitation Agent shall base the determination of responsibility upon any available information or may find the offeror non-responsible; and

(6) Not been debarred by the County and, in the case of public improvement contracts, has not been listed by the Construction Contractors Board as a contractor who is not qualified to hold a public improvement contract.

(7) Holds current licenses that businesses or service professionals operating in this state must hold in order to undertake or perform the work specified in the contract.

Surplus property means personal property owned by the County which is no longer needed for use by the department to which such property has been assigned or by any other County department.

Section 7. [Reserved]

Section 8. Public Contracts – Solicitation Methods for Classes of Contracts. The following classes of public contracts, and the method(s) that are approved for the award of each of the classes, are hereby established by the County Board of Commissioners.

A. Purchases from Nonprofit Agencies for Disabled Individuals. The County shall give a preference to goods, services and public improvements available from qualified nonprofit agencies for disabled individuals in accordance with the provisions of ORS 279.835 through 279.850.

B. Public Improvement Contracts.

(1) Any Public Improvement. Unless otherwise provided in these regulations or approved for a special exemption, public improvement contracts in any amount may be issued only under an invitation to bid.

(2) Non-Transportation Public Improvements Up to \$100,000. Public improvement contracts (other than contracts for a highway, bridge or other transportation project) for which the estimated contract price does not exceed \$100,000 may be awarded using an informal solicitation for quotes.

- (3) **Transportation Public Improvements up to \$50,000.** Contracts for which the estimated contract price does not exceed \$50,000 for highways, bridges or other transportation projects may be awarded using an informal solicitation for quotes.
- (4) **\$100,000 Award from Qualified Pool.** Contracts for construction services for which the estimated contract price does not exceed \$100,000 may be awarded by direct appointment without competition from a Qualified Pool.

C. Personal Services Contracts.

- (1) **Any Personal Services Contract.** Personal services contracts in any amount may be awarded under a publicly advertised request for competitive sealed proposals.
- (2) **Personal Services Contracts Not Exceeding \$25,000.** Contracts for personal services for which the estimated contract price does not exceed \$25,000 in any calendar year or \$250,000 in total may be awarded in any manner, including direct selection.
- (3) **Personal Service Contracts Not Exceeding \$250,000.** Contracts for personal services for which the estimated contract price does not exceed \$250,000 may be awarded using an informal solicitation for proposals.
- (4) **\$250,000 Award from Qualified Pool.** Contracts for personal services for which the estimated contract price does not exceed \$250,000 may be awarded by direct appointment without competition from a Qualified Pool.
- (5) **Personal Service Contracts for Continuation of Work.** Except for contracts for architectural, engineering, photogrammetric mapping, transportation planning or land surveying services, contracts of not more than \$250,000 for the continuation of work by a contractor who performed preliminary studies, analysis or planning for the work under a prior contract may be awarded without competition, and by direct appointment, if the prior contract was awarded under a competitive process and the Purchasing Manager determines that use of the original contractor will significantly reduce the costs of, or risks associated with, the work.
- (6) **Contracts for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying and Related Services.** Contracts for architectural, engineering, photogrammetric mapping, transportation planning or land surveying services shall follow ORS 279C.100 to 279C.125 for selection procedures. Selection procedures for contracts estimated up to \$100,000 may be by direct appointment. Contracts that are a continuation of an ongoing project may use the direct appointed, where the total contract value is less than \$250,000, the need is a similar service required for an ongoing project, and a formal selection procedure was used for the original contract.

(67) **Local Contracting.** In contracting for personal services not covered under the requirements of ORS 279C.110(2), the County will make reasonable efforts to spread such contracting among local, qualified persons.

D. Hybrid Contracts. The following classes of contracts include elements of public improvement construction as well as personal services and may be awarded under a request for proposals, unless otherwise exempt from competitive solicitation.

(1) **Design/Build and CM/GC Contracts.** Contracts for the construction of public improvements using a design/build or construction manager/general contractor construction method shall be awarded under a request for proposals. The determination to construct a project using a design/build or construction manager/general contractor construction method must be approved by the Purchasing Manager or designee, upon application of the Solicitation Agent, in which the Solicitation Agent submits facts that support a finding that the construction of the improvement under the proposed method is likely to result in cost savings, higher quality, reduced errors, or other benefits to the County.

(2) **Energy Savings Performance Contracts.** Unless the contract qualifies for award under another classification in this Section, contractors for energy savings performance contracts shall be selected under a request for proposals in accordance with the County's Public Contracting Regulations.

E. Contracts for Goods and Services.

(1) **Any Procurement.** The procurement of goods or services, or goods and services in any amount may be made under either an invitation to bid or a request for proposals.

(2) **Procurements Up to \$250,000.** The procurement of goods or services, or goods and services, for which the estimated contract price does not exceed \$250,000 may be made under an informal solicitation for either quotes or proposals.

F. Contracts Subject to Award at Solicitation Agent's Discretion. The following classes of contracts may be awarded in any manner which the Solicitation Agent deems appropriate to the County's needs, including by direct appointment or purchase. Except where otherwise provided the Solicitation Agent is not required to make a record of the method of award.

(1) **Advertising.** Contracts for the placing of notice or advertisements in any medium.

(2) **Amendments.** Contract amendments shall not be considered to be separate contracts if made in accordance with the Public Contracting Regulations.

(3) **Animals.** Contracts for the purchase of animals.

(4) **Asphaltic Concrete, Concrete and Rock.** Contracts for asphalt, concrete or rock. Where practical, competitive quotes shall be obtained.

- (5) **Attorneys, Mediators and Hearings Officers.** Contracts for legal advice, mediation or to act as a hearings officer.
- (6) **Ballots and Voter's Pamphlet.** The printing of ballots and ballot envelopes, including ballot pages and labeling of ballot cards and the voter's pamphlet.
- (7) **Contracts Up to \$25,000.** Contracts of any type for which the contract price does not exceed \$25,000.
- (8) **Copyrighted Materials and Library Materials.** Contracts for the acquisition of materials entitled to copyright, including, but not limited to works of art and design, literature and music, or materials even if not entitled to copyright, purchased for use as library lending materials.
- (9) **Data processing** – Contracts for the purchase or acquisition of data processing hardware or software, including maintenance contracts or support contracts specific to that hardware or software.
- (10) **Engineers, Wetland Consultants, Geotechnical Consultants and Traffic Study Consultants.** Contracts for the hire of engineers, wetland consultants, geotechnical consultants, and traffic study engineers up to \$100,000.
- (11) **Equipment Repair.** Contracts for equipment repair or overhauling, provided the service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing. A record of the method of solicitation and award is required.
- (12) **Government Regulated Items.** Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority.
- (13) **Hazmat/Environmental Cleanup.** For cleaning up or restoring a contaminated site where the Oregon Department of Environmental Quality has issued an order that the site be cleaned up within a time limitation or an environmental site where a state or federal environmental regulator has required immediate remediation.
- (14) **Insurance.** Insurance and service contracts as provided for under ORS 414.115, 414.125, 414.135 and 414.145. Also, the County may appoint a licensed insurance agent (Agent of Record) to perform insurance services in connection with one or more insurance contracts. Among the services to be provided is the securing of competitive proposals from insurance carriers for all coverages for which the agent of record is given responsibility.
- (15) **Information Technologies Support.** Contracts for maintenance, repair and technical support for computer hardware, software and networking systems.
- (16) **Laboratory and Medical Supplies.** Contracts for the purchase of laboratory and medical supplies including but not limited to vaccines, medication and medical/pharmaceutical supplies.

- (17) **Manufacturer Direct Supplies.** Contracts for a large volume purchase if the cost from the manufacturer is the same or less than the cost of the manufacturer charges to its distributor.
- (18) **Medical and Mental Health.** Contracts for the provision of medical services, mental health services, disability care services and drug and alcohol services.
- (19) **Non-Owned Property.** Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by the County.
- (20) **Petroleum Products.** Contracts for the purchase and transportation of gasoline, diesel fuel, emulsified oil, heating oil and lubricants if quotes are obtained.
- (21) **Price regulated items** – Contracts for the purchase of goods or services where the rate or price is established by federal, state or local regulatory authority.
- (21) **Renewals.** Contracts that are being renewed in accordance with their terms are not considered to be newly issued Contracts and are not subject to competitive procurement procedures.
- (22) **Sole Source Contracts.** Contracts for goods or services which are available from a single source may be awarded without competition.
- (23) **Sponsor Agreements.** Sponsorship agreements, under which the County receives a gift or donation in exchange for recognition of the donor.
- (24) **Temporary Extensions or Renewals.** Contracts (other than contracts for public improvements) for a single period of one year or less, for the temporary extension or renewal of an expiring and non-renewable, or recently expired, contract.
- (25) **Temporary Use of County-Owned Property.** The County may negotiate and enter into a license, permit or other contract for the temporary use of County-owned property without using a competitive selection process if:
- (a) The contract results from an unsolicited proposal to the County based on the unique attributes of the property or the unique needs of the proposer;
 - (b) The proposed use of property is consistent with the County's use of the property and the public interest; and
 - (c) The County reserves the right to terminate the contract without penalty, in the event that the County determines that the contract is no longer consistent with the County's present or planned use of the property or the public interest.
- (26) **Temporary Workers.** Contracts for the provision of temporary workers.

(27) Used Property up to \$150,000. The Purchasing Manager, for procurements up to \$150,000, may contract for the purchase of used property by negotiation if such property is suitable for the County's needs and can be purchased for a lower cost than substantially similar new property. For this purpose, the cost of used property shall be based upon the life-cycle cost of the property over the period for which the property will be used by the County. The Purchasing Manager shall record the findings that support the purchase.

(28) Utilities. Contracts for the purchase of gas, electricity, heat, water, telecommunications services, and other utilities.

G. Contracts Required by Emergency Circumstances.

(1) In General. When the Purchasing Manager determines that immediate execution of a contract within the official's authority is necessary to prevent substantial damage or injury to persons or property, the Purchasing Manager may execute the contract without competitive selection and award or County Board of Commissioners approval; provided, however, where time permits, the official shall attempt to use competitive price and quality evaluation before selecting an emergency contractor.

(2) Reporting. An official who enters into an emergency contract shall, as soon as possible, in light of the emergency circumstances: (1) document the nature of the emergency, the method used for selection of the particular contractor and the reason why the selection method was deemed in the best interest of the County and the public; and (2) notify the County Board of Commissioners of the facts and circumstances surrounding the emergency execution of the contract.

(3) Emergency Public Improvements Contracts. A public improvement contract may only be awarded under emergency circumstances if the Purchasing Manager has made a written declaration of emergency. Any Public Improvement Contract award under emergency conditions must be awarded within 60 days following the declaration of an emergency unless the County Board of Commissioners grants an extension of the emergency period. Where the time delay needed to obtain a payment or performance bond for the contract could result in injury or substantial property damage, the Purchasing Manager may waive the requirement for all or a portion of required performance and payment bonds.

H. Federal and State Purchasing Programs. Goods and services may be purchased without competitive procedures under a local government purchasing program administered by the United States General Services Administration ("GSA") or State Purchasing through Oregon Procurement Information Network ("ORPIN").

I. Cooperative Procurement Contracts. Cooperative procurements may be made without competitive solicitation as provided in the Oregon Public Contracting Code.

J. Surplus Property.

(1) General Methods. Surplus property may be disposed of by any of the following methods upon a determination by the Solicitation Agent that the method of disposal is in the best interest of the County. Factors that may be considered by the Solicitation Agent include costs of sale, administrative costs, and public benefits to the County. The Solicitation Agent shall maintain a record of the reason for the disposal method selected and the manner of disposal, including the name of the person to whom the surplus property was transferred.

(a) Governments. Without competition, by transfer or sale to another County department or public agency.

(b) Auction. By publicly advertised auction to the highest bidder.

(c) Bids. By publicly advertised invitation to bid.

(d) Liquidation Sale. By liquidation sale using a commercially recognized third-party liquidator selected in accordance with rules for the award of personal services contracts.

(e) Fixed Price Sale. The Solicitation Agent may: establish a selling price based upon an independent appraisal or a generally accepted, published schedule of values; schedule and advertise a sale date; and sell to the first buyer meeting the sales terms.

(f) Trade-In. By trade-in, in conjunction with acquisition of other price-based items under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded.

(g) Donation. By donation to:

(i) Any organization operating within or providing a service to residents of the County which is recognized by the Internal Revenue Code Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended; or

(ii) Any sheltered workshop, work activity center or group care home which operates under contract or agreement with, or grant from, any State agency and which is certified to receive federal surplus property.

(2) Disposal of Property with Minimum Value. Surplus property which has a value of less than \$5,000, or for which costs of sale are likely to exceed sale proceeds may be disposed of by any means determined to be cost-effective, including by disposal as waste. The official making the disposal shall make a record of the value of the item and the manner of disposal.

(3) Personal-Use Items. An item (or indivisible set of items) of specialized and personal use, other than police officer's handguns, with a current value of less than \$100 may be sold to a retired or voluntarily terminated employee for whose

use it was purchased. These items may be sold for fair market value without bid and by a process deemed most efficient by the Purchasing Manager.

- (4) Restriction on Sale to County Employees.** County employees shall not be restricted from competing, as members of the public, for the purchase of publicly sold surplus property, but shall not be permitted to offer to purchase property to be sold to the first qualifying bidder until at least three days after the first date on which notice of the sale is first publicly advertised.
- (5) Conveyance to Purchaser.** Upon the consummation of a sale of surplus personal property, the County shall, at the written request of purchaser, make, execute and deliver, a bill of sale signed on behalf of the County, conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser.

Section 9. Public Contracts – Informal Solicitation Procedures. The County may use the following procedure for informal solicitation in lieu of the procedures set forth in the Model Rules.

A. Informally Solicited Quotes and Proposals.

- (1) Solicitation of Offers.** When authorized by these regulations, an informal solicitation may be made by general or limited advertisement to a certain group of vendors, by direct inquiry to persons selected by the Solicitation Agent, or in any other manner which the Solicitation Agent deems suitable for obtaining competitive quotes or proposals. The Solicitation Agent shall deliver or otherwise make available to potential offerors, a written scope of work or specifications, a description of how quotes or proposals are to be submitted and description of the criteria for award.
- (2) Award.** The Solicitation Agent shall attempt to obtain a minimum of three written quotes or proposals before making an award. If the award is made solely on the basis of price, the Solicitation Agent shall award the contract to the responsible offeror that submits the lowest responsive quote. If the award is based on criteria other than or in addition to price, the Solicitation Agent shall award the contract to the responsible offeror that will best serve the interest of the County, based on the criteria for award.
- (3) Records.** A written record of all persons solicited and offers received shall be maintained. If three offers cannot be obtained, a lesser number will suffice, provided that a written record is made of the effort to obtain the quotes.

B. Qualified Pools.

- (1) General.** To create a qualified pool, the Purchasing Manager may invite prospective contactors to submit their qualifications to the County for inclusion as participants in a pool of contractors qualified to provide certain types of goods, services, or projects including personal services, and public improvements.

- (2) **Advertisement.** The invitation to participate in a qualified pool shall be advertised in the manner provided for advertisements of invitations to bid and requests for proposals by publication in at least one newspaper of general circulation in the County. If qualification will be for a term that exceeds one year or follows open entry on a continuous basis, the invitation to participate in the pool must be re-published at least once per year and shall be posted at the County's appropriate department office and on the County's website.
- (3) **Contents of Solicitation.** Requests for participation in a qualified pool shall describe the scope of goods or services or projects for which the pool will be maintained, and the minimum qualifications for participation in the pool, which may include, without limitation, qualifications related to financial stability, contracts with manufacturers or distributors, certification as an emerging small business, insurance, licensure, education, training, experience and demonstrated skills of key personnel, access to equipment, and other relevant qualifications that are important to the contracting needs of the County.
- (4) **Contract.** The operation of each qualified pool may be governed by the provisions of a pool contract to which the County and all pool participants are parties. The Contract shall contain all terms required by the County, including, without limitation, terms related to price, performance, business registration or licensure, continuing education, insurance, and requirements for the submission, on an annual or other periodic basis, of evidence of continuing qualification. The qualified pool contract shall describe the selection procedures that the County may use to issue contract job orders. The selection procedures shall be objective and open to all pool participants and afford all participants the opportunity to compete for or receive job awards. Unless expressly provided in the contract, participation in a qualified pool will not entitle a participant to the award of any County contract.
- (5) **Use of Qualified Pools.** Subject to the provisions of these regulations concerning methods of solicitation for classes of contracts, the Purchasing Manager shall award all contracts for goods or services of the type for which a qualified pool is created from among the pool's participants, unless the Purchasing Manager determines that best interests of the County require solicitation by public advertisement, in which case, pool participants shall be notified of the solicitation and invited to submit competitive proposals.
- (6) **Amendment and Termination.** The Purchasing Manager may discontinue a qualified pool at any time, or may change the requirements for eligibility as a participant in the pool at any time, by giving notice to all participants in the qualified pool.
- (7) **Protest of Failure to Qualify.** The Purchasing Manager shall notify any applicant who fails to qualify for participation in a pool that it may appeal a qualified pool decision to the County Board of Commissioners in the manner described in Section 13.

Section 10. Public Contracts – Bid, Performance and Payment Bonds.

- A. Solicitation Agent May Require Bonds.** The Solicitation Agent may require bid security and a good and sufficient performance and payment bond even though the contract is of a class that is exempt from the requirement.
- B. Bid Security.** Except as otherwise exempted, the solicitations for all contracts that include the construction of a public improvement and for which the estimated contract price will exceed \$100,000 shall require bid security or, in the case of contracts for highways, bridges and other transportation projects, more than \$50,000. Bid security for a request for proposal may be based on the County's estimated contract price.
- C. Performance Bonds.**
- (1) General.** Except as provided in these regulations, all public contracts are exempt from the requirement for the furnishing of a performance bond.
- (2) Contracts Involving Public Improvements.** Prior to executing a contract for more than \$100,000 that includes the construction of a public improvement, or, in the case of contracts for highways, bridges and other transportation projects, more than \$50,000, the contractor must deliver a performance bond in an amount equal to the full contract price conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The performance bond must be solely for the protection of the County and any public agency that is providing funding for the project for which the contract was awarded.
- (3) Cash-in-Lieu.** The Purchasing Manager may permit the successful offeror to submit a cashier's check, certified check, or County approved irrevocable letter of credit, in lieu of all or a portion of the required performance bond.
- D. Payment Bonds.**
- (1) General.** Except as provided in these regulations, all public contracts are exempt from the requirement for the furnishing of a payment bond.
- (2) Contracts Involving Public Improvements.** Prior to executing a contract for more than \$100,000 that includes the construction of a public improvement, or, in the case of contracts for highways, bridges and other transportation projects, more than \$50,000, the contractor must deliver a payment bond equal to the full contract price, solely for the protection of claimants under ORS 279C.600.
- E. Design/Build Contracts.** If the public improvement contract is with one Person to provide both design and construction of a public improvement, the obligation of the performance bond for the faithful performance of the contract must also be for the preparation and completion of the design and related services covered under the contract. Notwithstanding when a cause of action, claim or demand accrues or arises, the surety is not liable after final completion of the contract, or longer if provided for in the contract for damages of any nature, economic or otherwise and including corrective work, attributable to the design aspect of a

design-build project, or for the costs of design revisions needed to implement corrective work.

- F. Construction Manager/General Contractor Contracts.** If the public improvement contract is with one Person to provide construction manager and general contract services, in which a guaranteed maximum price may be established by an amendment authorizing construction period services following preconstruction period services, the contractor shall provide the bonds required by Subsection A. of this section upon execution of an amendment establishing the guaranteed maximum price. The County shall also require the contractor to provide bonds equal to the value of construction services authorized by any early work amendment in advance of the guaranteed maximum price amendment. Such bonds must be provided before construction starts.
- G. Surety; Obligation.** Each performance bond and each payment bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in Oregon and satisfactory to the County. The bonds may not constitute the surety obligation of an individual or individuals. The performance and payment bonds must be payable to the County or to the public agency or agencies for whose benefit the bond is issued, as specified in the solicitation documents, and shall be in a form approved by the Purchasing Manager or County Counsel.
- H. Emergencies.** In cases of emergency, or when the interest or property of the County probably would suffer material injury by delay or other cause, the requirement of furnishing a good and sufficient performance bond and good and sufficient payment bond for the faithful performance of any public improvement contract may be excused, if a declaration of such emergency is made in accordance with the provisions above, unless the County Board of Commissioners requires otherwise.

Section 11. Public Contracts – Electronic Advertisement of Public Improvement Contracts. In lieu of publication of a newspaper of general circulation in the County area, the advertisement for an invitation to bid or request for proposals for a contract involving a public improvement may be published electronically by posting on the County’s website.

Section 12. Appeal of Debarment or Prequalification Decision.

- A. Right to Hearing.** Any person who has been debarred from competing for County contracts or for whom prequalification has been denied, revoked or revised may appeal the County’s decision to the County Board of Commissioners as provided in in these rules.
- B. Filing of Appeal.** The person must file a written notice of appeal with the County’s Purchasing Manager within three business days after the prospective contractor’s receipt of notice of the determination of debarment, or denial of prequalification.

(1) The written notice of appeal must be filed with the Administrative Officer.

- (2) The written appeal shall explain the basis for the appeal and include the name, address and telephone number of the party appealing.
- C. Notification of County Board of Commissioners.** Immediately upon receipt of such notice of appeal, the Purchasing Manager shall notify the County Board of Commissioners of the appeal.
- D. Hearing.** The procedure for appeal from a debarment or denial, revocation or revision of prequalification shall be as follows:
- (1) Promptly upon receipt of notice of appeal, the County shall notify the appellant of the time and place of a hearing before the Administrative Officer;
 - (2) On the basis of the hearing, the Administrative Officer may determine to grant the appeal and reverse the debarment or prequalification denial. If the Administrative Officer decides to recommend denial of the appeal, the Administrative Officer shall make written findings and recommendations on the appeal to the County Board of Commissioners. All persons appearing at the hearing shall be provided copies of the findings and recommendations.
 - (3) Upon receipt of the Administrative Officer's findings and recommendation, the County Board of Commissioners shall conduct the hearing and shall within 30 days after receiving notice of the appeal from the Purchasing Manager grant or deny the appeal or may remand the matter back to the Administrative Officer for further hearing; and
 - (4) At the hearing, the County Board of Commissioners shall consider de novo the notice of debarment, or the notice of denial, revocation or revision of prequalification, the standards of responsibility upon which the decision on prequalification was based, or the reasons listed for debarment. Board of Commissioner's consideration of the appeal shall be on the hearing record established before the Administrative Officer, but, at Board of Commissioner's discretion, the parties may address the Board of Commissioners.
- E. Decision.** The County Board of Commissioners shall set forth in writing the reasons for the decision.
- F. Costs.** The County Board of Commissioners may allocate the County's costs for the hearing between the appellant and the County. The allocation shall be based upon facts found by the County Board of Commissioners and stated in the County Board of Commissioner's decision that, in the County Board of Commissioner's opinion, warrant such allocation of costs. If the County Board of Commissioners does not allocate costs, the costs shall be paid by the appellant, if the denial decision is upheld, or by the County, if the denial decision is overturned.
- G. Judicial Review.** The decision of the County Board of Commissioners may be reviewed only upon a petition in the Circuit Court of Wasco County filed within 15 days after the date of the County Board of Commissioner's decision.

Finding 14. Miscellaneous Provisions.

The County Board of Commissioners hereby determines that the provisions of ORS 279B.135 and 279C.410(7), relating to the requirement to send a notice of intent to award a contract at least seven days before the award, may be impractical with respect to some solicitations on invitations to bid; therefore, upon a determination by the Solicitation Agent that it is in the best interests of the County to do so, a time shorter than seven days may be permitted if provided in the Solicitation Document.

Exhibit A

Findings in Support of Adopting Class Special Procurements and Exemptions

ORS 279B.085 and 279C.335 authorize the Local Contract Review Board, upon adoption of appropriate findings, to establish special selection, evaluation and award procedures for, or exempt from competition, the award of a specific contract or classes of contracts. Pursuant to that authority, the County, after notice and an opportunity to comment at a regular meeting of the County, establishes certain classes of contracts and the solicitation methods for their award, together with the following specific findings in support thereof, or a determination that no findings are required.

Pursuant to ORS 279A.025 and 279A.055, the County is not required to adopt findings with respect to the solicitation methods and awards of the following classes of contracts identified in the County's Public Contracting Rules, Class Exemptions: Contracts for Price Regulated Items, Investment Contracts, Insurance/Employee Benefits, Personal Services and Liability/Insurance Contracts.

A. SPECIFIC FINDINGS – CLASS SPECIAL PROCUREMENTS. The County approves the specific findings for the establishment of special solicitation methods for the classes of public contracts described below and also finds that the establishment of each class of contract and the methods approved for their award (1) is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts, and (2) will result in substantial cost savings to County, and/or otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065, or 279B.070 or under any rules adopted thereunder.

1. Advertising Contracts, Purchase of.

a. Alternate Award Process. Contracts may be awarded at the Purchasing Manager's discretion.

b. Cost Savings and Other Benefits. Size of and frequency of average advertisement (including all notices required to be published by County by applicable statute or

regulation) does not justify the cost of solicitation. Time period of recognition of need to advertise until date of advertisement is too short to issue solicitation.

c. Effect on Competition. The potential market is limited because not all advertisers work in all markets. Choice of advertising medium is somewhat price sensitive but is primarily driven by location and size of circulation compared to County's target audience.

d. Effect on Favoritism. Minimal effect on favoritism due to the lack of competitors and specialized contracting needs.

2. Advertising Contracts, Sale of.

a. Alternate Award Process. The Purchasing Manager may authorize the sale of advertising in County publications and for County activities, regardless of dollar value, without competitive bidding.

b. Cost Savings and Other Benefits. Avoids an unnecessary solicitation expense.

c. Effect on Competition. The sale of advertising is not for the purpose of generating revenue for the County, but rather is utilized to offset the cost of publication. Businesses generally purchase advertising space in the spirit of goodwill and as a means of supporting community activities.

d. Effect on Favoritism. Minimal since any interested individual or business who wishes to advertise may do by contacting County staff.

3. Equipment Repair and Overhaul.

a. Alternate Award Process. Contracts may be awarded at the Purchasing Manager's discretion.

b. Cost Savings and Other Benefits. The need for equipment repair cannot be planned for and often must be handled on an expedited basis to avoid additional expense and adverse impact on the public's ability to utilize County's services. Experience with a single contractor can help improve reliability over the course of several projects. Additionally, work performed under this exemption is often in support of maintenance agreements or warranties that are obtained as part of a

purchase process for new equipment. This maintenance is required in order to maintain warranty coverage. Warranty work is unique to the manufacturer of the equipment.

c. Effect on Competition. Allows contractor to be selected based on ability to provide accurate, reliable, and fast service.

d. Effect on Favoritism. Requirement that Purchasing Manager obtain and record quotes when practical to help ensure that favoritism will not be greater than if statutory request for proposals process were used.

4. Purchase of Used Personal Property.

a. Alternate Award Process. Contracts may be awarded at the Purchasing Manager's discretion.

b. Cost Savings and Other Benefits. County is responsible for managing expenditures in the best interests of the public. Cost savings can be achieved through the purchase of used property and equipment in certain instances. County purchases used property and equipment when it meets County's needs and is cost-effective. Considerations include type, quantity and estimated useful life of the used item.

c. Effect on Competition. No impact on competition as this class special procurement allows County to respond to unique opportunities that become available sporadically and without notice. Used equipment and property is usually sold on a first-come, first-served basis. When used equipment or property does become available, County must be able to respond immediately in order to obtain the property or equipment.

d. Effect on Favoritism. No impact on favoritism since County is responding to unique opportunities. When a used item is available, there is often little competition available and sources for used items of the type, quality and quantity required by County are inconsistent.

5. Information Technology Contracts.

a. Alternate Award Process. Contracts may be awarded at the Purchasing Manager's discretion.

b. Cost Savings and Other Benefits. Rapid changes in technology and technology pricing make it necessary for the County to be able to purchase needed computer equipment quickly. It is frequently possible to take advantage of lower pricing due to the frequent price changes in the marketplace.

c. Effect on Competition. Generally, there is sufficient competition among vendors in the area of information technology and software for County to secure quotes.

d. Effect on Favoritism. As price is the primary factor, it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts.

6. Data Processing– Hardware and Software Contracts.

a. Alternate Award Process. Competitive methods will be used whenever possible to achieve the best value. The reasons why a competitive process was deemed to be impractical must be documented.

b. Cost Savings and Other Benefits. The materials included within this exemption are specialty items that must be compatible with existing equipment. It is also important to keep data processing materials consistent by maintaining existing purchasing programs with existing vendors. Due to the technical complexity of these materials, there are only a limited number of vendors. In addition, the need to rely on the most dependable vendor is critical. Therefore, the purchase of data processing hardware and software does not lend itself to a competitive selection process.

c. Effect on Competition. There is generally sufficient competition among vendors of hardware and software for County to secure quotes.

d. Effect on Favoritism. As price is the primary factor, it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts.

7. Utilities.

a. Alternate Award Process. The Purchasing Manager may enter into a public contract for utilities without competitive bidding, if no competition exists within the area for the service required.

b. Cost Savings and Other Benefits. The Purchasing Manager will use competitive methods wherever possible to achieve the best value. If competition exists, competitive quotes will be obtained.

c. Effect on Competition. It is important that County take advantage of price competition in the market plan. There may be circumstances, however, where sufficient competition does not exist in the relative geographic and service market area. In such cases, County will follow this rule in determining whether sufficient competition exists to make a competitive procurement.

d. Effect on Favoritism. Because price is a primary factor, it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts.

8. Copyrighted and Library Materials.

a. Alternate Award Process. Contracts may be awarded at the Purchasing Manager's discretion.

b. Cost Savings and Other Benefits. This special procurement is necessary to allow County to acquire special needs products that are unique and for which a single copyright owner or licensee is the only source of the material. Eliminates unnecessary competitive solicitation when a competitive market does not exist.

c. Effect on Competition. By their nature, copyrighted materials are protected for the use of a single owner and are often produced by a single supplier who may be the owner of the copyright or its licensee.

d. Effect on Favoritism. No effect on favoritism due to the lack of competitors and specialized contracting needs.

9. Purchases under Federal Contracts.

a. Alternate Award Process. This special procurement allows the Purchasing Manager to make purchases of goods and services when the price has been established by a contract of the federal government, which contract was awarded through a competitive procurement process.

b. Cost Savings and Other Benefits. County may use this special procurement method when it determines that there is cost savings to be made in avoiding the solicitation process.

c. Effect on Competition. The contracts are awarded through competitive processes that meet the standards of the Oregon public contracting code. Oregon companies are not excluded or disadvantaged in participating in bidding on federal contracts.

d. Effect on Favoritism. Minimal effect on favoritism since the contracts are awarded at the price most advantageous to the federal government.

10. Hazardous Material Removal and Cleanup.

a. Alternate Award Process. Contracts may be awarded at the Purchasing Manager's discretion.

b. Cost Savings and Other Benefits. When County is ordered to remove or clean up hazardous material, it must respond within a very short time period. This time period generally does not allow for County to take the time necessary to solicit written bids or proposals for the work to be performed. Failure to comply within the allotted time period could make County liable for delays in responding to cleanup or removal orders. Such delay might also expose County to potential liability from third parties if the cleanup is not completed quickly.

c. Effect on Competition. This special procurement will only be used in an emergency or in situations where a remedial order is in effect and therefore there is no time to employ a competitive procurement method. Routine competitive procurement methods will be used where time permits.

d. Effect on Favoritism. Minimal effect on favoritism since County will follow competitive procurement procedures unless precluded by time constraints.

11. Insurance – Employee Benefit and Other.

a. Alternate Award Process. County may purchase employee benefit insurance and other insurance without competitive bidding, regardless of dollar amount subject to the terms of any collective bargaining agreement.

b. Cost Savings and Other Benefits. County relies on its professional insurance broker or agent-of-record to solicit competitive proposals from responsible companies to furnish employee benefit coverages and other insurance coverages.

c. Effect on Competition. Minimal effect on competition since County's agent-of-record solicits proposals from employee benefit insurance providers and other insurance providers under conditions that foster competition among a sufficient number of potential suppliers. County evaluates the proposals submitted to furnish employee benefit insurance for the best value to County.

d. Effect on Favoritism. No impact on favoritism as this special procurement responds to unique opportunities.

12. Disposal of Abandoned, Seized or Non-Owned Property.

a. Alternate Award Process. Abandoned, seized, or non-owned property may be disposed of at the Purchasing Manager's discretion.

b. Cost Savings and Other Benefits. Avoids an unnecessary solicitation expense by allowing the Purchasing Manager to determine whether the cost of solicitation is justified by the value of the property to be disposed. Allows the Purchasing Manager to establish programs for donation to charitable organizations.

c. Effect on Competition. No impact on competition as this special procurement responds to unique opportunities.

d. Effect on Favoritism. No impact on favoritism as this special procurement responds to unique opportunities.

13. Disposal of Surplus Property.

a. Alternate Award Process. Surplus property may be disposed of at the Purchasing Manager's discretion.

b. Cost Savings and Other Benefits. Avoids an unnecessary solicitation expense by allowing the Purchasing Manager to determine whether the cost of solicitation is justified by the value of the property to be disposed. Allows the Purchasing Manager to establish programs for donation to charitable organizations.

c. Effect on Competition. No impact on competition as this special procurement responds to unique opportunities.

d. Effect on Favoritism. No impact on favoritism as this special procurement responds to unique opportunities.

14. Temporary Extensions or Renewals.

a. Alternate Award Process. Contracts may be awarded at the Purchasing Manager's discretion.

b. Cost Savings and Other Benefits. Allows County to prepare for competitive solicitation when existing contracts expire without notice due to administrative error.

c. Effect on Competition. Delays competition by not more than one year.

d. Effect on Favoritism. No impact on favoritism. At expiration of temporary extension, standard competitive procedures will apply.

15. Temporary Use of County Property.

a. Alternate Award Process. Contracts may be awarded at the Purchasing Manager's discretion.

b. Cost Savings and Other Benefits. Allows County to respond to unsolicited proposals for unique revenue opportunities.

c. Effect on Competition. No effect on competition as no competitive market exists.

d. Effect on Favoritism. No impact on favoritism as this special procurement responds to unique opportunities.

16. Sponsorship Agreements.

a. Alternate Award Process. Contracts may be awarded at the Purchasing Manager's discretion.

b. Cost Savings and Other Benefits. This special procurement allows County to respond to unsolicited proposals for revenue or marketing opportunities that would otherwise be unknown or unavailable.

c. Effect on Competition. Mandatory open competition would likely discourage creative proposals from sponsors or County participation. Sponsorship often results from the match between a unique attribute of an event or asset and unique characteristics of the sponsor for which no competitive market exists.

d. Effect on Favoritism. Minimal effect on favoritism as this class of special procurements responds to unique opportunities.

17. Concession Agreements.

a. Alternate Award Process. Purchasing Manager may adopt rules for awarding contracts similar to those rules used for personal service contracts.

b. Cost Savings and Other Benefits. Allows County to take advantage of unique revenue opportunities. Not a contract for the acquisition or disposal of goods or services. Similar to personal services contracts because the quality of the concession may be more important than price factors. Concessionaire makes payments to County based, in part, on the concessionaire's revenues from the concession.

c. Effect on Competition. Minimal effect on competition as this special procurement responds to unique opportunities.

d. Effect on Favoritism. Minimal effect on competition as this special procurement responds to unique opportunities.

18. Petroleum, Diesel Fuel, Heating Oil, Lubricants, and Asphalt.

a. Alternate Award Process. Subject to the requirements of this special procurement, the Purchasing Manager will award such contracts at the Purchasing Manager's discretion, including through direct solicitation.

b. Cost Savings and Other Benefits. The purchases under this special procurement are likely to be at levels that qualify as small or intermediate contracts, and the process is similar to the process required for intermediate contracts. Also, certain

goods may be in limited supply requiring immediate action from the County. This exemption ensures that the county can acquire materials when needed and prevents downtime for maintenance crews. This exemption also results in a substantial cost savings to the county. If a formal competitive selection process were required to purchase this maintenance material, the same suppliers would bid, but the time, effort and money spent on the process would be considerable.

c. Effect on Competition. This special procurement encourages competition by requiring an informal competitive process and requiring County to use the least expensive source of those providing quotes when practicable.

d. Effect on Favoritism. This special procurement discourages favoritism by requiring an informal competitive process and requiring County to use the least expensive source of those providing quotes or is in response to unique market pressure and price volatility.

19. Laboratory and Medical Supplies.

a. Alternate Award Process. Contracts may be awarded at the Purchasing Manager's discretion.

b. Cost Savings. Frequency and amount of exempt item purchases do not justify the cost of solicitations. Period of time from recognition of need through contract award is too long for needed purchases.

c. Effect on Competition. Minimal. Purchasing Manager will survey the market to ensure adequate level of competition.

20. Ballot and Voter's Pamphlet.

a. Alternate Award Process. Contracts may be awarded at the Purchasing Manager's discretion.

b. Cost Savings. No impact on competition as this special procurement responds to unique opportunities.

c. Effect on Competition. Minimal effect on competition as this special procurement responds to unique opportunities.



MOTION

SUBJECT: Contracting Rules Motion

I move to approve Resolution 23-015 adopting the 2023 Revised Wasco County Public Contracting Rules.

**WASCO COUNTY
PROFESSIONAL SERVICES
AGREEMENT
GSI Water Solutions, Inc.
Water Rights Consulting Services**

THIS AGREEMENT is between Wasco County, an Oregon political subdivision (“County”), and GSI Water Solutions, Inc. (“Contractor”). This Agreement shall be effective when signed by both parties.

RECITALS

- A. Contractor has the training, ability, knowledge, and experience to provide Services desired by the County.
- B. County selected Contractor to provide Services pursuant to a solicitation process consistent with its public contracting rules.
- C. The Services described below are to be provided by the Contractor.

AGREEMENT

1. Services to be Provided

Contractor shall provide County with services as outlined in Addendum A and as requested by County for Water Rights Consulting Services – Water Supply/Water Rights Due Diligence for Purchased Properties (the “Services”).

2. Term

The term of this Agreement is effective November 1, 2023, and shall remain in effect for two (2) months with the option of a one-time extension of an additional one (1) month if agreed to by both parties.

3. Compensation

- a. Services are billed monthly and /or at completion of phases as set forth in more detail in Addendum A.
- b. Under no circumstance shall Contractor shall bill County for more than the Maximum Fee (and County shall have no obligation to pay more than the Maximum Fee) of **\$ \$7,475.00.**

4. Assignment/Delegation

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other.

5. Status of Contractor as Independent Contractor

Contractor certifies that:

- a. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.600 and not an employee of County, shall not be entitled to benefits of any kind to which an employee of County is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of County for any purpose, County shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from County or third party) as a result of the finding and to the full extent of any payments that County is required to make (to Contractor or to a third party) as a result of the finding.
- b. Contractor represents that no employee of the County, or any partnership or corporation in which a County employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing.
- c. Contractor is not an officer, employee, or agent of the County as those terms are used in ORS 30.265.

6. Indemnification

- a. CLAIMS FOR OTHER THAN PROFESSIONAL LIABILITY. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS COUNTY AND ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF CONTRACTOR OR ITS SUB-CONTRACTORS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES UNDER THIS CONTRACT.
- b. CLAIMS FOR PROFESSIONAL LIABILITY. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS COUNTY AND ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE ARISING OUT OF THE PROFESSIONALLY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONTRACTOR OR ITS SUB CONTRACTORS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS CONTRACT.

7. Insurance

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified in attached **Addendum B**. The procuring of required insurance shall not be construed to limit Contractor's liability under this Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused

by negligence or neglect connected with this Agreement.

8. Method and Place of Submitting Notice, Bills and Payments

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

County:

Administrative Officer

511 Washington St
The Dalles, OR 97058

Contractor:

GSI Water Solutions, Inc.
650 NE Holladay Street, Suite 900
Portland, Oregon 97232

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

9. Merger

This writing is the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

10. Ownership of Work Documents

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

11. Labor and Material

Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and Services necessary for the proper execution and completion of all contract work, all at no cost to County other than the compensation provided in this Agreement.

12. Termination for Convenience

This Agreement may be terminated by either party for convenience by giving thirty(30) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against

the other. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Agreement for contract work completed and accepted before termination less previous amounts paid and any claim(s) County has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed contract work completed before termination and all contract closeout costs actually incurred by Contractor. County shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

13. Termination for Cause

County may terminate this Agreement upon delivery of seven (7) days' written notice to Contractor, or at such later date as may be established by County, under any of the following conditions:

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

14. Termination for Default

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

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

15. Remedies

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

- A. If terminated under paragraph 14 by County due to a breach by Contractor, County may complete the work either itself, by agreement with another contractor, or by a combination thereof.

- B. In addition to the above remedies for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Agreement, Contractor's remedy shall be limited to termination of this Agreement and receipt of contract payments to which Contractor is entitled.
- D. County shall not be liable for any indirect, incidental, consequential, or special damages under this Agreement or any damages arising solely from terminating this Agreement in accordance with its terms.
- E. Upon receiving a notice of termination, and except as otherwise directed in writing by County, Contractor shall immediately cease all activities related to the Services and work under this Agreement. As directed by County, Contractor shall, upon termination, deliver to County all then existing work product that, if this Agreement had been completed, would be required to be delivered to County.

16. Nondiscrimination

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

17. Governing Law; Jurisdiction; Venue

This 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 County and Contractor that arises from or relates to this Agreement which results in litigation shall be brought within the Circuit Court of Wasco for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States Court for the State of Oregon.

18. Compliance with Laws and Regulations

Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the delivery of Services hereunder.

19. Experience, Capabilities and Resources

By execution of this Agreement, the Contractor agrees that Contractor has the skill, legal capacity, and professional ability necessary to perform all the Services required under this Agreement, and Contractor has the capabilities and resources necessary to perform the obligations of this Agreement.

20. Access to Records

For not less than three (3) years after the expiration of this Agreement and for the purpose of making audit, examination, excerpts, and transcripts, County, and its duly authorized representatives shall have access to Contractor's books, documents, papers, and records that are pertinent to this Agreement. If, for any reason, any part of this Agreement, or any resulting construction contract(s)

is involved in litigation, Contractor shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Contractor shall provide full access to these records to County, and its duly authorized representatives in preparation for and during litigation.

21. Representations and Warranties

Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Agreement, (2) when executed and delivered, this Agreement shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) Contractor shall, at all times during the term of this Agreement, be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent, (4) the Services under this Agreement shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions, and (5) the Contractor is not in violation of any Oregon tax laws. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

22. Attorney Fees

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

23. Confidentiality

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

24. Force Majeure

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

25. Waivers

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

26. Severability

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

27. Headings

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

28. Integration

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

29. Amendments

This Agreement shall not be waived, altered, modified, supplemented, or amended in any manner without a duly executed Amendment.

30. Authority

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

GSI Water Solutions, Inc.

Wasco County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Addendum A



Scope of Work

To: Tyler Stone, Administrative Officer
Wasco County
511 Washington St. Suite 101
The Dalles, OR 97058
541-506-2552; tylers@co.wasco.or.us

From: Adam Sussman - GSI Water Solutions, Inc.
541-602-5188; asussman@gsiws.com
Kim Grigsby - GSI Water Solutions, Inc.
541-257-9004; kgrigsby@gsiws.com

Date: October 25, 2023

RE: Water Right Consulting Services – Water Supply/Water Rights Due Diligence for Purchased Properties

Tyler:

Based on our meeting, we understand that Wasco County (the County) has purchased two properties (tax lots 100 and 400 in Section 29, Township 2 North Range 13 East, W.M.) (the Properties), and is seeking water rights consulting services from GSI Water Solutions, Inc (GSI) related to water rights and potential water use on the Properties. Specifically, we understand that the County intends to develop sports fields on the Properties in the future and would like to better understand the water right(s) associated with the Properties, and the water supply that could be available under the water rights for use at the future sports fields.

At your request, GSI has developed this scope of work and fee estimate.

Scope of Work - Water Supply/Water Rights Due Diligence

Based on preliminary research provided by Davis Wright Tremaine, there may be as many as nine water rights appurtenant to the Properties. Overall, the objective of this water rights/water supply analysis will be to confirm and summarize the water rights associated with the Properties, evaluate the opportunity to use the identified water right(s) to provide water supply for future sports fields, evaluate any associated risks, and provide recommendations for protecting, modifying, and securing the water right(s) for the County's future use. As needed, GSI will also consider opportunities to use other water rights held by the County to provide the needed water supply for the sports fields.

Activities GSI may undertake to execute this scope of work include but are not limited to:

- Review the Properties purchased by the County and confirm the associated water rights using on-line resources available from Oregon Water Resources Department (OWRD). This may include

reviewing water right decrees and associated maps as well as electronic water rights files requested from OWRD.

- Communicate with County staff and others familiar with the Properties regarding the current and historic water systems on the Properties and historic water uses.
- Obtain from the County and review any information related to an easement to access water from a spring box on tax lot 1100.
- Work with County staff to understand the location, type and estimated amounts of proposed water use for the sports fields.
- Review the status of the identified water right(s), including risks associated with non-use, authorized water rights supply, and potential steps needed to use water under the water rights for the proposed sports fields and develop a comprehensive summary table.
- Consider any actions necessary to protect and secure the identified water right(s).
- Compare the estimated water supply from identified water right(s) to the projected demands for the sports fields.
- If additional water supply is projected to be required, confer with County staff, and assess options for obtaining additional water supply.
- Develop a draft technical memorandum for the County's review. The memorandum will include a discussion of the process by which the identified water right(s) could be modified to authorize use at the sports fields, if appropriate, including a discussion of timing and costs.
- Meet with the County to discuss the draft technical memorandum.
- Revise the draft technical memorandum and provide the County a final technical memorandum.
- Internal communications and project management.

Deliverables: Draft and Final Technical Memorandum, including water rights summary table.

Assumptions: No more than nine water rights are associated with the Properties; up to two meetings with County staff via an on-line video platform.

Fee Estimate

Based on our current understanding of the project, our time and materials fee estimate is \$7,475. GSI will not exceed the total project budget unless authorized by the County. GSI's 2023 labor rates are attached.

Schedule

GSI can develop the draft technical memorandum within approximately 4 weeks of notice to proceed. This schedule assumes timely responses to requests for information. GSI's final technical memorandum is expected to be provided within 2 weeks of meeting with the County about the draft memorandum and obtaining the County's feedback.

Please do not hesitate to give me a call with questions at 541-602-5188. If this scope of work meets your needs, I understand that the County will develop a Professional Services Agreement for review by GSI.

Sincerely,
GSI Water Solutions, Inc.

A handwritten signature in black ink, appearing to read 'Adam Sussman', followed by a stylized flourish.

Adam Sussman
Principal Water Resources Consultant

Enclosure: GSI's 2023 labor rates



2023 GSI Fee Schedule

Labor Category	Hourly Rate
Technical Professionals	
Principal	\$190 – \$250
Supervising	\$170 – \$225
Managing	\$160 – \$190
Consulting	\$140 – \$160
Project	\$120 – \$145
Staff	\$100 – \$135
Other Services	
GIS/Graphics/Database	\$110 – \$170
Editor/Documents	\$120 – \$140
Administration	\$80 – \$120

The hourly rate for trial preparation and expert witness testimony is 1.5 times the standard billing rate shown above.

Expenses

- **Mileage:** IRS authorized rate/mile plus 10 percent markup
- **Direct expenses and outside services:** Cost plus 10 percent markup
- **Enterprise GIS:** \$100 per month for the duration of use

ADDENDUM “B” – INSURANCE PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

THIS ADDENDUM “B” is made a part of that certain agreement between Wasco County, an Oregon political subdivision (“County”), and GSI Water Solutions, Inc. (“Contractor”) dated _____, 2023 (the “Agreement”). The following terms are hereby incorporated into the Agreement:

1. Insurance. Contactor shall provide all insurance called for below under the heading “Insurance Coverage Required.” As evidence of the insurance coverages required by the Agreement, the Contractor shall furnish a certificate of insurance to County. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under the Agreement shall be obtained from insurance companies authorized to do business in the State of Oregon.

2. Insurance Coverage Required. Contractor shall not commence any work until Contractor obtains, at Contractor’s own expense, all required insurance as specified below. Such insurance must have the approval of Wasco County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the Agreement will be:

- a. **COMMERCIAL GENERAL LIABILITY** insurance coverage with a combined single limit of not less than \$2,000,000 for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys’ fees, incurred or arising out of the defense of such action. The policy shall be endorsed to name Wasco County, its officers, agents, employees and volunteers as an additional insured. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a “per location” or “per project” basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.
- b. **PROFESSIONAL LIABILITY** for Errors and Omissions coverage in the amount of not less than two million dollars (\$2,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate. If Contractor sub-contracts in support of Contractors work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub-contractor in an amount not less than two million dollars (\$2,000,000) in aggregate. The insurance coverage provided by the Contractor shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.
- c. **AUTOMOBILE LIABILITY** insurance coverage with a combined single limit of not less than one million \$1,000,000 for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle driven by or on behalf of Contractor during the course of providing Services under the Agreement. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or

ADDENDUM “B” – INSURANCE PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

- construction contractors. An example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.
- d. **WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY** as statutorily required for persons performing work under the Agreement. Any subcontractor hired by Contractor shall also carry Workers’ Compensation and Employers’ Liability coverage.
 - e. **ADDITIONAL INSURED PROVISIONS.** The Commercial General Liability Insurance and other policies the County deems necessary shall include the County as an additional insured with respect to the Agreement.
 - f. **SUBROGATION.** Contractor grants Waiver of Subrogation to the County, its officers, agents, employees and volunteers for any claims arising out of Contractor’s work or service. Contractor also grants to County on behalf of any insurer providing coverage to either Contractor or County with respect to the work or services of Contractor a waiver of any right to subrogation which any insurer or Contractor may acquire against County by virtue of the payment of any loss under such insurance coverage.
 - g. **NOTICE OF CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the County. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The certificates of insurance provided to the County shall state that the insurer shall endeavor to provide 30 days’ notice of cancellation to the County.
 - h. **CERTIFICATES OF INSURANCE.** As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the County. No contract shall be effected until the required certificates have been received and approved by the County. The certificate will specify and document all provisions within the Agreement. A renewal certificate will be sent to the above address no less than 10 days prior to coverage expiration.
 - i. **PRIMARY COVERAGE CLARIFICATION.** The parties agree that Contractor’s coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the County is excess and not contributory insurance with the insurance required in this section.

The procuring of required insurance shall not be construed to limit Contractor’s liability under the Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with the Agreement.



MOTION

SUBJECT: GSI Professional Services Agreement

I move to approve the Professional Services Agreement between Wasco County and GSI Water Solutions for water rights/water supply analysis on County properties.



PUBLIC NOTICE

Yellow Rosebush Energy Center Notice of Intent

Summary:

Notice Date: October 10, 2023

Newspaper Notice Dates:

- East Oregonian October 17, 2023
- The Dalles Chronicle October 18, 2023

Proposal: 800 megawatt (MW) solar photovoltaic energy generation facility on 8,075 acres (12.6 sq. miles) in Wasco and Sherman counties.

Proposed Facility Location: Approximately 8 miles east of Maupin

Public Comment Deadline: December 1, 2023. See page 2 for information about how to submit comments.

In Person and Remote Public Informational Meeting:

Date: November 2, 2023

Time: 5:00 PM – In person Meet and Greet and 1 on 1 questions with Oregon Department of Energy (ODOE or Department) and applicant

6:00 PM - Presentation/Webinar
By ODOE and applicant followed by
Q&A or comment

Location: Imperial River Company (Conference Room)
304 Bakeoven Road
Maupin, Or 97037

Participate Remote Via Webinar (6:00 PM):
<https://odoe.webex.com/odoe/j.php?MTID=mc2fd9e51e1888b7e41536f96e33bfefe>

Webinar number: 2345 341 5147

Password: EFSC

Phone number: +1-408-418-9388 United States Toll
Access code: 2345 341 5147

Applicant: Yellow Rosebush Energy Center, LLC, a wholly-owned subsidiary of Savion, LLC.

Proposed Facility Description: The facility is a proposed 800 MW solar photovoltaic energy generation facility to be located within an approximately 8,075 acre (12.6 sq. mile) site boundary of private land zoned for exclusive farm use.

Applicant also proposes related or supporting facilities including up to 800 MWs of battery energy storage; a collector substation; a 34.5 kilovolt (kV) collection system; Operation and Maintenance building; an overhead 500-kV gen-tie line; point of interconnection (POI); perimeter fencing, access roads, and staging areas within the proposed site boundary.

The applicant is considering two options for the POI to the regional electrical grid: the Bonneville Power Administration (BPA)-owned switchyard, adjacent to the site boundary and the existing BPA's John Day to Grizzly 500-kV gen-tie transmission line, or an alternate POI in Sherman County to the north of the site boundary, requiring 4.5 miles of a new 500 kV gen-tie line adjacent to existing BPA transmission line, in order to connect at BPA's existing Buckley Substation. (See NOI Figure 2)

More detailed information about proposed facility components and related or supporting facilities is available in NOI Exhibit B.

Proposed Facility Location: The proposed facility site is located in Wasco and Sherman counties, approximately 8 miles east of Maupin.

A map of the proposed facility site boundary is attached to this notice and more maps are available in Figures 1 – 8 of the NOI at:

<https://www.oregon.gov/energy/facilities-safety/facilities/Pages/YRB.aspx>

There is also an online mapping tool with this and all other EFSC projects at:

https://tools.oregonexplorer.info/OE_HtmlViewer/index.html?viewer=renewable&layerTheme=efsc

EFSC Review Process Overview: The site certificate process is a consolidated, comprehensive permitting process with several opportunities for public participation and comment. The applicant must demonstrate that the proposed facility meets the standards established by the Energy Facility Siting Council (EFSC or Council) in Oregon Administrative Rule (OAR) Chapter 345, as well as all other applicable Oregon statutes, rules and standards. The Oregon Department of Energy (ODOE or Department) serves as staff to the Council and conducts much of the application review process.

Notice of Intent: On September 28, 2023 the Department received a complete Notice of Intent to File an Application for Site Certificate (NOI) for the proposed facility. Submitting the NOI is the first step in the process of obtaining a site certificate. The NOI includes information about the site and characteristics of the proposed facility and discusses potential impacts from construction and operation of the proposed facility. The NOI, and any comments on the NOI from the public, state agencies, local governments, or Native American Tribes will be used to establish the legal standards and evidentiary requirements for the review of the full application in the Project Order.

Land Use Standard: The applicant may choose to meet the Council's Land Use Standard, OAR 345-022-0030, by obtaining land use approval from the

affected local governments or by seeking a determination of compliance from Council. In the NOI the applicant has indicated that it intends to seek a determination from Council.

If the applicant chooses to obtain local land use approval later in the process, any person interested in land use issues should participate in the affected local governments' land use processes if they are not yet complete.

Public Comments: This notice initiates the public comment period on the NOI. Comments are encouraged to help the Department and the applicant identify issues and concerns early in the process.

Comments must be received by December 1, 2023, to be considered in the development of the Project Order.

The Department is now accepting public comments through an online portal. The portal is intended to provide a convenient option to participate in Council proceedings. The portal can be accessed at: <https://odoe.powerappsportals.us/SitingPublicComment/>

To comment on this project, select "Yellow Rosebush Energy Center" from the drop-down menu and follow the instructions. You will receive an email confirmation after submitting your comment.

Written comments may also be submitted by mail, e-mail, or by fax. Please send comments to:

Oregon Department of Energy
ATTN: Kathleen Sloan, Senior Siting Analyst
550 Capitol Street NE
Salem, OR 97301
Phone: (503) 871-7254
Fax: (503) 373-7806
Email: kathleen.sloan@energy.oregon.gov

Please Note: Submitting comments does not automatically register you to receive notices. If you would like to receive notices for this or any other siting project, please sign up here:

<http://web.energy.oregon.gov/cn/a6n53/subscribe>

Informational Meeting: The Department will host a public informational meeting on the NOI to provide additional opportunities for the public to learn about the proposed facility and the state siting review process, provide written or oral comments, and ask questions. Details on the date, time, and location of the meeting are provided on page 1 of this notice.

The informational meeting is not a public hearing, and participation in the informational meeting is not required to establish eligibility to participate in the contested case proceeding.

Project Order

Based on the Department's review of the NOI and all comments received during the NOI comment timeframe, the Department will issue a Project Order establishing the state and local standards and criteria that must be met for Council to issue a site certificate.

Preliminary Application for Site Certificate

An applicant has two years from the date of submitting the NOI to submit their preliminary application for site certificate.

During this phase, the Department, along with applicable state agencies, local governments and tribal governments will review the preliminary application to ensure it is complete.

Complete Application

Under OAR 345-015-0190(5), an application is complete when the Department finds that the certificate holder has submitted information adequate for Council to make findings or impose conditions on all applicable Council standards.

This phase will include another public notice and public informational meeting. However, there is no public comment timeframe associated with this phase.

Draft Proposed Order

The Draft Proposed Order contains the Department's initial recommendation to Council, who are the final decision makers, on whether each applicable standard is met. The Draft Proposed Order will

include staff's analysis of the request as well as comments received from state agencies, local governments, and tribal governments. The Draft Proposed Order will include recommended findings of facts, conclusions or law and conditions of approval.

Issuance of the Draft Proposed Order will initiate a public comment period. In addition to the written public comment period, there will be an opportunity for oral comments at one or more public hearings to be held in the vicinity of the project. In order to preserve your right to request to participate in the contested case proceeding and any subsequent appeal of the Council's decision, you must comment either orally at the public hearing or in writing during the comment period on the Draft Proposed Order.

Following the conclusion of the comment period, Council will review the Draft Proposed Order and all submitted comments, and will provide their comments to the Department.

Proposed Order

Taking into consideration all the comments received, the Department will issue a Proposed Order, staff's second recommendation to Council. Council will appoint a Hearing Officer to conduct a contested case hearing on the Proposed Order.

Contested Case

The purpose of the contested case proceeding is for an impartial hearing officer to evaluate properly raised issues and make a recommendation to Council on those issues. Only people who commented on the Draft Proposed Order may request to participate in the contested case proceeding.

Final Order

Following a contested case proceeding, Council shall issue a Final Order either approving or denying the proposed facility.

For more information, please visit:

<http://www.oregon.gov/energy/facilities-safety/facilities/Pages/Siting-Standards.aspx>



ENERGY FACILITY SITING COUNCIL

Receipt of this Notice:

You are receiving this notice because:

1. You own property within 500 feet or adjacent to the property on which the proposed facility would be located. You will automatically receive all future EFSC notices for this facility if the site boundary remains the same.
2. You have previously signed up to receive notices from ODOE and EFSC. You will automatically receive all future email notices per your request, unless you unsubscribe. You may unsubscribe at:
<http://web.energy.oregon.gov/cn/a6n53/subscribe>
3. You have been identified by ODOE as a person with a potential interest in a resource that could be affected by the proposed facility. If you do not wish to receive future notices on this facility, please contact the Department.

More Information:

Additional information about the proposed facility and the EFSC review process can be obtained:

Online: More details on the Yellow Rosebush Energy Center including an electronic copy the NOI are available online at:

<https://www.oregon.gov/energy/facilities-safety/facilities/Pages/YRB.aspx>

Resources describing the State Siting Process, including "Oregonians Guide to Siting and Oversight of Energy Facilities" are available at:

<https://www.oregon.gov/energy/facilities-safety/facilities/>

By Email: Subscribe to receive email updates on the proposed facility or other energy facilities at:

<http://web.energy.oregon.gov/cn/a6n53/subscribe>

At the Oregon Department of Energy: The NOI and other materials are available for public inspection at the following location at no cost:

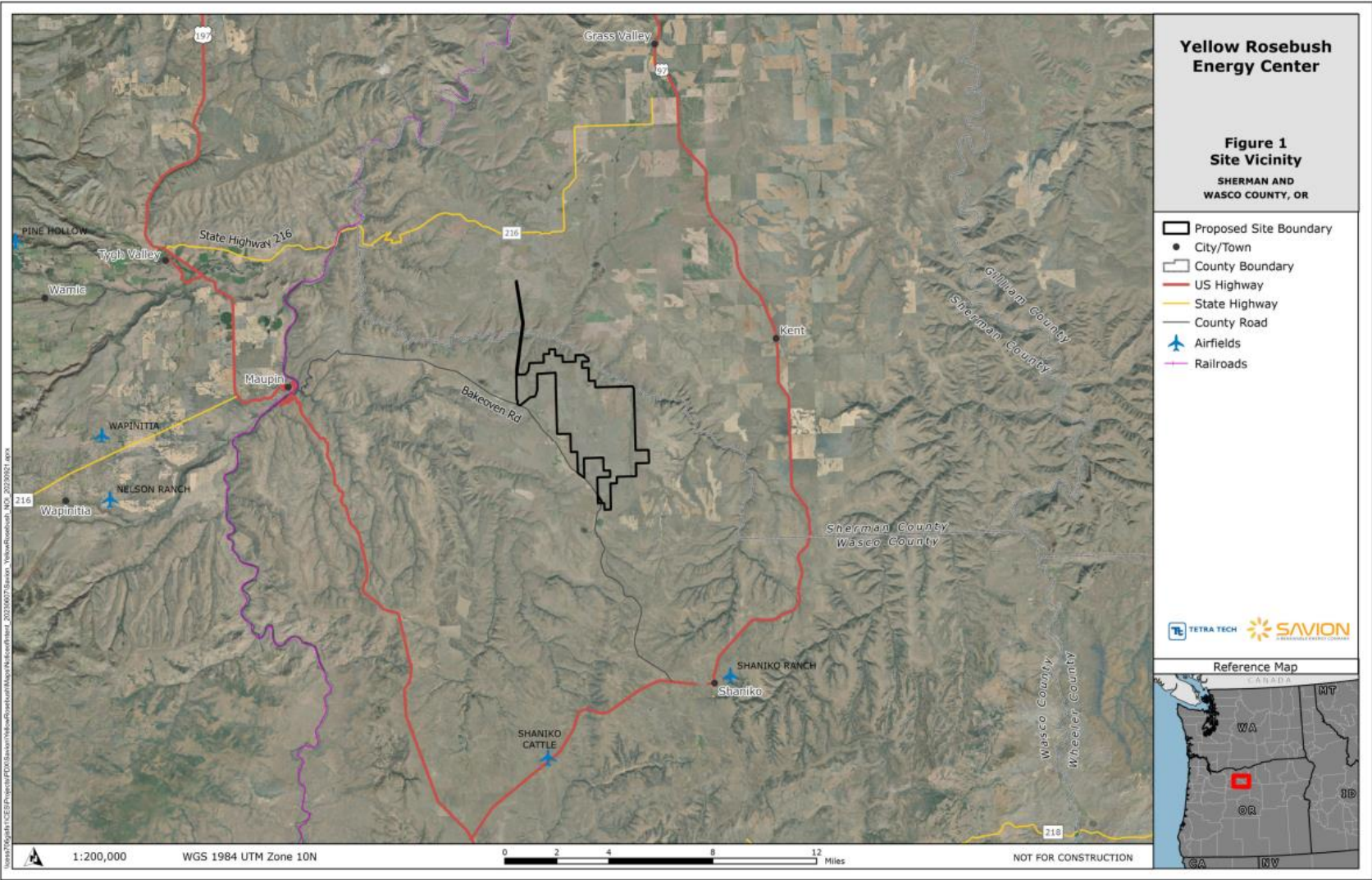
Oregon Department of Energy
550 Capitol Street NE

Salem, OR 97301

Please contact the Department to arrange viewing of the NOI. Printed copies will be provided at reasonable cost upon request to the Department.

Accessibility information: The Oregon Department of Energy is committed to accommodating people with disabilities. If you require any special physical or language accommodations, or need information in an alternate format, please contact Nancy Hatch at 503-428-7905, toll-free in Oregon at 800-221-8035, or by email at nancy.hatch@energy.oregon.gov

ATTACHMENT: LOCATION OF PROPOSED YELLOW ROSEBUSH ENERGY CENTER





Oregon

Tina Kotek, Governor



550 Capitol St. NE

Salem, OR 97301

Phone: 503-378-4040

Toll Free: 1-800-221-8035

FAX: 503-373-7806

www.oregon.gov/energy

October 10, 2023

Wasco County Board of Commissioners

Via email: ScottH@co.wasco.or.us; SteveK@co.wasco.or.us; PhilB@co.wasco.or.us

Re: Request for Review/Comment on the Notice of Intent and Appointment of Board of Commissioners as the Special Advisory Group for Yellow Rosebush Energy Center

On September 28, 2023, the Oregon Department of Energy (ODOE), staff to the Energy Facility Siting Council (EFSC), received a Notice of Intent to file a Site Certificate Application (NOI) from Yellow Rosebush Energy Center, LLC (applicant), a wholly-owned subsidiary of Savion, LLC, for the proposed Yellow Rosebush Energy Center.

The applicant proposes to construct, operate and maintain a solar photovoltaic energy generation facility with a generating capacity of approximately 800 megawatts (MWs). The facility would be located within a site boundary of approximately 8,075 acres of private land zoned for Exclusive Farm Use (EFU) in Wasco and Sherman counties. In addition to the proposed solar photovoltaic arrays, the facility is proposed to include an up to 800 MW battery energy storage system; a collector substation; power collection system; Operation and Maintenance building; approximately 4.5 mile overhead 500 kilovolt (kV) grid-interconnection transmission line; point of interconnection (POI); perimeter fencing, access roads, and staging areas.

Pursuant to OAR 345-015-0115, the Department designates the Wasco County Board of Commissioners as the Special Advisory Group (SAG) for EFSC proceedings for this proposed facility. A SAG is the governing body of any local government within whose jurisdiction the facility is proposed to be located.

As a SAG, the Wasco County Board of Commissioners will be asked to perform several important functions during this review process. First, you will be asked to provide ODOE a list of all applicable substantive criteria from the local comprehensive plan and land use regulations that would be required if the County itself were conducting the review.

Those applicable substantive criteria, as well as any local interpretations the Wasco County Board of Commissioners has made regarding those criteria will be incorporated into ODOE's review process, and included in the Project Order, which will outline the application requirements for the proposed facility. Once the application is submitted, your second task will be to review the application for compliance with the County's substantive criteria, as outlined in the Project Order, and provide comments regarding any deficiencies in the application. And finally, you will be invited to provide comments or otherwise participate in a hearing on the

Draft Proposed Order, which will include ODOE's preliminary recommendation regarding the application.

You may find it helpful to consult with the Wasco County Planning Department and staff throughout this process. The applicable substantive criteria and your comments may be communicated to EFSC either by the County directly or by a staff person (for instance, the Planning Director) acting on behalf of the Wasco County Board of Commissioners. If a staff member conveys criteria or comments to ODOE on behalf of the Wasco County Board of Commissioners, please confirm your concurrence with the comments either by a written statement from the Board of Commissioners or by having the staff member describe in writing, that the criteria or comments are conveyed "on behalf of the Wasco County Board of Commissioners

Costs associated with reviewing the NOI, application and preparing comments may be eligible for reimbursement. To receive reimbursement, the Department must have an interagency or intergovernmental agreement in place with your organization. If you do not have an agreement and would like to establish one, please contact the Department's financial analyst Sisily Fleming at sisily.fleming@energy.oregon.gov or 503-378-8356.

If you have any questions about your role as SAG for this process, or wish to schedule a presentation by the ODOE staff to the Board of Commissioners regarding the EFSC site certificate process and your role in it, please contact me at 971-701-4913 or kathleen.sloan@energy.oregon.gov.

Sincerely,

Kathleen Sloan /s/

Kathleen Sloan

Senior Siting Analyst, Oregon Department of Energy

cc: Kate Willis, Planning Commission Chair, Wasco County Planning Commission
wcplanning@co.wasco.or.us
Angie Brewer, Planning Director, Wasco County Planning Department
angieb@co.wasco.or.us
Todd Cornett, Assistant Director for Siting, Oregon Department of Energy
Sarah Esterson, Senior Policy Advisor, Oregon Department of Energy
Patrick Rowe, Assistant Attorney General, Oregon Department of Justice



BOARD OF COUNTY COMMISSIONERS

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

Pioneering pathways to prosperity.

November 1, 2023

Oregon Department of Energy
ATTN: Kathleen Sloan, Senior Siting Analyst
550 Capitol Street NE
Salem, OR 97301
(Sent by email to Kathleen.Sloan@energy.oregon.gov)

Subject: Yellow Rosebush Energy Facility

Dear Ms. Sloan;

Per your letter dated October 10, 2023, the Wasco County Board of Commissioners is responding to your request for information.

1) The name, address and telephone number of the contact person assigned to review the application for your jurisdiction.

The application will be reviewed by the Wasco County Planning Director, Kelly Howsley Glover, who is available at 2507 E 2nd St, The Dalles, OR 97058 or via phone 541-506-2560.

2) A list of local ordinances and land use regulations that might apply to construction or operation of the proposed facility, and a description of any information needed for determining compliance.

The proposed project includes development in the non-National Scenic Area portions of Wasco County. As such, the following ordinances are applicable:

Wasco County Comprehensive Plan

Wasco County Land Use and Development Ordinance

The project proposes development in the A-1 (160) Zone, an Exclusive Farm Use Zone. Per OAR 660-033-0120, this facility requires a conditional use review, and will be subject to Chapter 3, Chapter 5, 10, 19 and 20 of the Wasco County Land Use and Development Ordinance.

Development appears to be within the following Overlay Zones that will impact review and criteria:

- Wasco County Geological Hazard Overlay Zone (OZ 2) and may require a written report by a certified engineer that demonstrates proposed development can be completed without threat to public safety or welfare.
- Development is within our Military Airspace Overlay Zone (OZ 15) and requires early coordination with NW Regional Coordination Team (Department of Defense) for possible mitigation measures.
- Development appears to be within the Sensitive Wildlife Habitat (OZ 8) Overlay Zone for deer and elk

within the National Scenic Area, which requires consultation with Oregon Department of Fish and Wildlife.

- Development appears to include several sensitive bird sites (OZ 12) and requires consultation with the Oregon Department of Fish and Wildlife.

It is important to note that, consistent with Goal 5 (OAR 660-023-0190) and Policy 13.1.7 (a) of the Wasco County Comprehensive Plan, we require a Comprehensive Plan Amendment at the time of application to list the facility as a significant energy facility resource. Comprehensive Plan Amendment criteria can be found in Chapter 15 of the Wasco County Comprehensive Plan (Wasco County 2040).

3) A list of any local permits that might apply to construction or operation of the proposed facility and a description of any information needed for reviewing a permit application.

Public Works will require:

- A Utility Permit: Detailed information about the project proposal
- Road Use Agreement: Detailed information about the project proposal

Building Codes Services may require:

- Electrical connection/panel inspections
- Permits/inspections for any structures owned by the private entity. Depending on the structure type it could include: foundation, anchorage, structural, plumbing, and electrical hook ups.
- Any electrical/plumbing hook ups for job trailers would also require permits/inspections

Planning will require:

- A Comprehensive Plan Amendment: Proposal for inventory addition to include site name, details about the proposal
- A conditional use permit, which should include information that addresses criteria in Chapters 3, 10, and 19 of the Land Use and Development Ordinance. Permits require a detailed site plan, fire safety certification, fire and emergency response plan, and review by a certified engineer for hazards.

4) Recommendations regarding the size and location of analysis areas for impacts to sensitive resources, including resources inventoried in your comprehensive plan.

This proposal sites development within our Geological Hazard (OZ 2) Overlay Zone which requires a study by a certified engineer for impacts when development is within the identified hazard point.

This proposal sites development within our Sensitive Wildlife Habitat (OZ 8) Overlay Zone and Sensitive Birds (OZ 12) Overlay Zone which requires consultation with the Oregon Department of Fish and Wildlife.

This proposal sites development within our Military Airspace Overlay Zone (OZ 15) that requires early coordination with the NW Regional Coordination Team/Department of Defense.

5) *A list of studies that your jurisdiction recommends be conducted to identify potential impacts of the proposed facility and mitigation measures.*

*Housing Study

*EMS Impact Study

*Fire Response Plan

*Traffic Control Plan

*Defined Work Schedule

*Construction Plans

*Defined Staging Area for Construction/Development

*Impact to Sensitive Species

*Impact to Military Airspace

Thank you for your coordination.

Wasco County Board of Commissioners

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



Mosier's Northwestern Pond Turtles

Andrew Meyers

Wildlife Biologist

ODFW

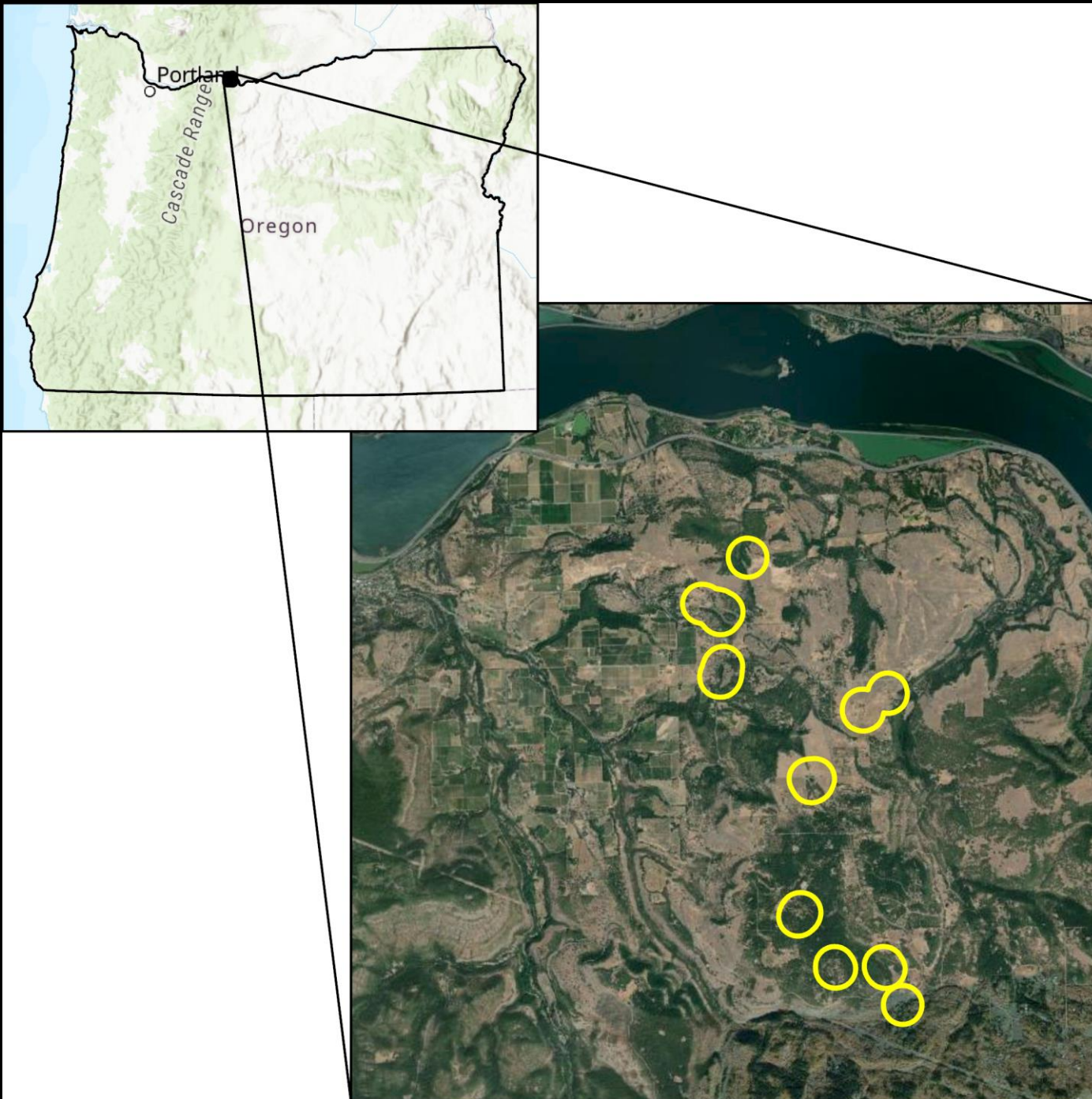




Northwestern Pond Turtle (*Actinemys marmorata*)

- Oregon Conservation strategies species
- Mosier is a unique population due to warmer and drier climate.
- Long-lived, slow to recruit
- Most of life history occurs in water
- Important life stages occur on land.
 - Nesting and early hatchling life.
 - Aestivation/Hibernation (based on temperature)





Mosier Pond Turtle Habitat

- Life history focuses on small seasonal ponds
 - Foraging
 - Safety from predators
- Nesting habitat
 - Level to gently sloping
 - Open south facing slopes
- Overwinter habitat
 - Within 300 ft of pond
 - Select areas with shrub cover and leaf litter



ODFW Research Efforts

- Mark-recapture study
 - Population estimates
 - Annual survival
- Telemetry
 - Habitat use
 - Nesting females
 - PIT tag array
 - Hibernation information



USFWS Proposal to List as Threatened

- Propose to list as Threatened under ESA
 - Drought
 - Habitat loss
 - Invasive species
- 60-day comment period
 - Comments needed by Dec 4
- Also proposing a 4d rule
 - Provides exemptions for activities seen as beneficial for NWPT
 - Fire hardening/fuels management
 - Habitat restoration
 - Invasive species removal (bullfrogs)
 - Routine livestock pond maintenance



USFWS Proposal to List as Threatened

- This will be a long process
 - Scoping Dec 4, 2023
 - Review comments and available data/science
 - Final Rule ~ October 2024
 - Designate Critical Habitat
 - Publish final 4d rules



Submit Concerns/Questions

- USFWS wants to know about any possible issues landowners foresee
- For more info:
 - <https://fws.gov/press-release/2023-09/us-fish-and-wildlife-service-proposes-federal-protections-both-species>
- Where to submit comments:
 - <https://www.regulations.gov/docket/FWS-R8-ES-2023-0092/document>
 - FWS-R8-ES-2023-0092

Questions



Population and Survival Estimates

- 2023 Population: 106 (59-186)
- Detected movements of 450 ft away from ponds
 - Overwinter
 - Dispersal to new ponds

