



2-5-2025 BOCC Regular Session

Wasco County
401 E 3rd St, The Dalles, OR 97058
2025-02-05 09:00 - 10:00 PST

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AGENDA: REGULAR SESSION

WEDNESDAY, FEBRUARY 5, 2025

WASCO COUNTY BOARD OF COMMISSIONERS, 401 E 3RD ST. THE DALLES or VIRTUALLY @

<https://wascocounty-org.zoom.us/j/2919733815> OR Dial 1-253-215-8782 Meeting ID: 2919733815#

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.	<p>CALL TO ORDER/PLEDGE OF ALLEGIANCE</p> <p>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.</p> <p>Corrections or Additions to the Agenda</p> <p>Discussion Items: Behavioral Health Deflection IGA; Termination of Road Use Agreement; (Routine Items or Items of general Commission discussion/action, not otherwise listed on the Agenda)</p> <p>Consent Agenda: 1.15.2025 Regular Session Minutes; Wasco County Q-Life Appointments; BOC Fair Board Appointment (Items of a routine nature: minutes, documents, items previously discussed.)</p> <p>Public Comment at the discretion of the Chair (3 minute limit unless extended by Chair)</p>
<i>Times are Approximate</i>	
9:15 a.m.	Recess to 4H & Extension Service District Meeting
9:20 a.m.	ORMAP Grant Contract – Ivan Donahue
	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 Relations

**INTERGOVERNMENTAL AGREEMENT
Between Hood River County and Wasco County
For Behavioral Health Deflection Program**

This Intergovernmental Agreement is entered into on the last signed date below, by and between HOOD RIVER COUNTY, a home rule county and political subdivision of the State of Oregon (“Hood River County”), and WASCO COUNTY, an Oregon political subdivision (“Wasco County”), pursuant to ORS chapter 190.

RECITALS

WHEREAS, the Legislature of the State of Oregon has declared it to be a matter of statewide concern to promote intergovernmental cooperation for the purposes of furthering economy and efficiency in local government; and

WHEREAS, ORS Chapter 190 authorizes local governments to enter into agreements such as this for the performance of any functions and activities that a local government has authority to perform; and

WHEREAS, pursuant to House Bill 4002 which re-criminalized possession of certain controlled substances and allocated funding to create alternative programs to address addiction, Hood River County and Wasco County, by and through their respective Sheriff Departments, agreed to apply to the State of Oregon, Criminal Justice Commission (CJC) Behavioral Health Deflection Grant Program as a consortium for the purposes of funding staffing, materials and services to operate a deflection program implementing the nationally recognized LEAD (Law Enforcement Assisted Diversion) program model; and

WHEREAS, Hood River County, as the designee of Wasco County, was awarded \$304,150 as set forth in the attached BHD-25-11 Grant Agreement and Amendment No. 1, between CJC and Hood River County, and will operate the program for both counties, under the umbrella of the Hood River County Sheriff’s Office Parole and Probation Division; and

WHEREAS, the grant funds will be utilized to hire a Program Analyst, LEAD Navigator and additional staff as may be authorized in the future to staff the deflection program; and

WHEREAS, the parties desire to enter into an intergovernmental agreement for the purpose of acknowledging receipt and application of the grant funds for administration of the deflection program for both counties by the HRC SO-Parole and Probation Division, and the grant funded staff positions.

NOW, THEREFORE, based on the foregoing Recitals and in consideration of the promises and mutual benefits and advantages accruing to each, the Parties agree as follows:

1. Effective Date, Initial Term and Renewal. This Agreement shall be effective on January 1, 2025 (Effective Date) and shall have an initial term of 2 years (24 months) from the Effective Date. At the conclusion of the initial term, this Agreement shall automatically renew for successive 2-year (24-month) terms thereafter unless and until either party gives notice to the other party of its intent to terminate the Agreement. Notice of intent to terminate may be given at any time, and termination shall be effective 30 days after Notice of Intent to Terminate is delivered to the non-terminating party. Such

notice shall be deemed delivered on the day it is placed in the US Mail and First Class Certified, return receipt requested. Termination under this section shall not affect any obligations or liability accrued prior to the effective date of termination.

2. Modification. This Agreement may be modified only by written instrument signed by authorized representatives of both parties.
3. Obligations of Hood River County. Hood River County shall perform the following:
 - a. Hood River County shall staff and administer the deflection program by and through the HRC SO-Parole and Probation Department consistent with the terms and conditions of the BHD-25-11 Grant Agreement, as amended, and the program requirements which require staff to assist individuals whose behavioral health conditions, including substance abuse disorder, lead to interactions with law enforcement, incarceration, conviction and other engagement with the criminal justice system.
 - b. Performance of the obligations set forth herein is conditioned upon compliance with the provisions of ORS 279B.220, 279B.230 and 279B.235, which are incorporated herein by this reference.
4. Obligations of Wasco County. Wasco County shall perform the following:
 - a. Wasco County shall continue to partner in the consortium and provide 24-hour accessible office space in Wasco County for touch down space for Deflection Program staff with Wasco Sheriff's Department and District Attorney.
 - b. Performance of the obligations set forth herein is conditioned upon compliance with the provisions of ORS 279B.220, 279B.230 and 279B.235, which are incorporated herein by this reference.
5. Accounting; Reporting Requirements. Hood River County shall submit to CJC quarterly expenditure reports and monthly data reports as set forth in the Reporting Requirements Schedule stated in Exhibit A of the BHD-25-11 Grant Agreement, as amended.
6. Compliance with Applicable Law. Each party shall comply with all applicable federal, state and local laws, and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or handicap. Wasco County and Hood River County shall not be responsible for filing any reports or other documentation and performing any tests required by any federal, state or local agency with jurisdiction over employment or the services provided under this Agreement when providing services for one another. Wasco County and Hood River County shall be responsible for compliance with any and all applicable statutory obligations and maintaining in good standing during the term of this Agreement any certifications or licenses required by CJC or the LEAD program.

7. Independent Contractor. Hood River County employees shall remain Hood River County employees while performing services for Wasco County under this Agreement and during that time shall serve as independent contractors to Wasco County. Neither party nor its employees performing work under this Agreement is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by the other party. Each party is solely responsible for claims of its employees for damages or injuries in connection with the services provided under this Agreement and with their employment or arising under workers' compensation law. All persons shall be subject exclusively to the standards of performance and disciplinary rules and other terms and conditions of their employer.
8. Indemnification. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, each party shall indemnify, hold harmless and defend the other, its officers, agents, and employees against all claims, demands, actions and suits (including all attorney's fees and costs) arising from the provision of services under this Agreement, except where the loss or claim is alleged to be attributable to the indemnifying party's negligent or intentional acts or omissions. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement. Neither party shall be liable for any damages of any sort arising solely from the termination of this Agreement or any part hereof in accordance with its terms.
9. Insurance. Each party shall maintain general liability insurance, or self-insurance in accordance with ORS 30.282, for the duration of this agreement, at levels necessary to protect against public body liability as specified in ORS 30.270. Each party shall also maintain workers compensation, unemployment and any other customary or contractual insurance or benefit for its employees who will provide independent contractor service to the other party under this Agreement.
10. Tort limits. This agreement is expressly subject to the tort limits and provisions of the Oregon Tort Claims Act (ORS 30.260 to 30.300) and funding for this Agreement is contingent on each party appropriating funds therefor.
11. Merger and Entire Agreement. This Agreement, and the recitals, constitute the entire agreement between the parties with regard to the matters addressed herein. No terms or representations not set forth in this Agreement shall be considered a part of or enforceable under this Agreement. Execution of this Agreement shall extinguish all prior agreements between the parties as to the subject matter addressed herein, or any part of this subject matter.
12. Statutory Intergovernmental Agreement and Authority. This Agreement is entered into by and between the parties as a statutory intergovernmental agreement pursuant to ORS 190.003 to 190.130. The individuals whose signatures appear below certify that each is fully authorized by their respective governing body to execute this Agreement on the party's behalf and to fully bind the party to its terms.
13. No Third Party Beneficiaries. This Agreement is strictly and solely between the parties signed below, and it shall not create any obligation on the part of either party to perform or pay anything to or on behalf of anyone not a party to this Agreement. This Agreement does not create any rights in favor of or for any person or entity that is not a party to this Agreement.

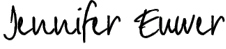
14. Dispute Resolution and Attorney Fees. Any dispute arising under this Agreement shall be resolved, first, through direct communication between Hood River County Administrator and Wasco County Administrative Officer, including any appropriate staff, then by mediation and then by binding arbitration in Hood River County, Oregon under Oregon law. Each party shall be responsible for its own costs associated with dispute resolution and for one half of the cost of a mediator and/or arbitrator.

IT IS SO AGREED:

HOOD RIVER COUNTY:

WASCO COUNTY:

Signed by:



By: Jennifer Euwer, Chair

By: Scott C. Hege, Chair



MOTION

SUBJECT: Behavioral Health Deflection Program IGA

I move to approve the Intergovernmental Agreement between Hood River County and Wasco County for Behavioral Health Deflection Program.



MEMO

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

From: Arthur Smith, Public Works Director

Date: February 5, 2025

Subject: Mutual termination of Road Use Agreement – Bakeoven Solar

I have received a request from Bakeoven Solar LLC to terminate the road use agreement we signed with them back in August of 2020.

The road use agreement was entered into to protect the county during the construction of the solar sites along Bakeoven County Road. To date, the work has been completed and no other site construction or development will occur.

Per the agreement, Bakeoven Solar LLC has completed all required road repairs and I feel comfortable closing out this agreement.

Thank you

Arthur Smith
Public Works Director

BAKEOVEN SOLAR ENERGY PROJECT

MUTUAL TERMINATION OF ROAD USE AGREEMENT

WASCO COUNTY, OREGON

THIS MUTUAL TERMINATION OF ROAD USE AGREEMENT is entered into this 13th day of December, 2024, between Bakeoven Solar, LLC, an Oregon limited liability company (hereinafter "Bakeoven Solar") and Wasco County, a political subdivision of the State of Oregon (hereinafter "County").

WHEREAS, on August 19, 2020 the parties entered into a certain Road Use Agreement (hereinafter the "Agreement") associated with of the Bakeoven Solar Project (hereinafter the "Project"); and

WHEREAS, the parties have mutually agreed to terminate the Agreement.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is hereby terminated as of December 31, 2024 (the "Termination Date"). For the avoidance of doubt, the effect of this termination is that all rights and obligations will terminate and completely extinguish as of the Termination Date, without any residual rights of any kind remaining.
2. This Termination Agreement shall be governed and interpreted, and all rights and obligations of that parties shall be determined, in accordance with the laws of the State of Oregon, without regard to conflict of laws rules

IN WITNESS WHEREOF, this Road Use Agreement is executed and delivered by authorized representatives of the parties on the date first written above.

Bakeoven Solar, LLC,
an Oregon limited liability company

By:  _____
DocuSigned by:
Danielle Olson
6F4FE0350FE0983
 Print Name: Danielle Olson
 Title: Project Director

WASCO COUNTY ROADMASTER

By: _____
 Print Name: _____
 Title: _____

WASCO COUNTY BOARD OF COMMISSIONERS

By: _____
 Print Name: _____
 Title: _____



MOTION

SUBJECT: Mutual Termination of Road Use Agreement

I move to approve the Mutual Termination of Road Use Agreement between Bakeoven Solar, LLC and Wasco County.



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JANUARY 15, 2025

This meeting was held in person and on Zoom

<https://wascocounty-org.zoom.us/j/2919733815>

Or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 2919733815#

PRESENT: Scott Hege, Chair
Phil Brady, Vice-Chair
Jeff Justesen, County Commissioner
STAFF: Kelly Walker, Executive Assistant
Tyler Stone, Administrative Officer

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

Chair Hege asked if there are additions to the agenda; Mike Middleton will present the December 2024 Financial Report.

Chair Hege and Vice-Chair Brady welcomed new Commissioner Justesen to his first meeting.

Discussion Item – Election of Chair & Vice-Chair for BOCC

Chair Hege explained that typically the position of chair rotates every two years. He said that the role of chair is a privilege and brings more responsibility; it's something each Commissioner should experience.

{{{Vice-Chair Brady moved to nominate Scott C. Hege as Chair. Commissioner Justesen seconded the motion, which passed unanimously.}}}

Chair Hege explained that the Vice-Chair steps into the role of Chair when the Chair is not available.

Chair Hege moved to nominate Philip L. Brady as Vice-Chair of the Wasco County Board of Commissioners for the 2025 calendar year. Commissioner Justesen seconded the motion, which passed unanimously.}}

Discussion Item – Opioid Settlement Contracts

Youthink Prevention Coordinator Debby Jones reviewed the memo included in the board packet. She explained that these are the official contracts that were previously approved by the city and county for the first round of opioid settlement funding projects; this allows the funds to be released so that the projects can move forward.

Commissioner Justesen asked if there were other applications and if this was a competitive process. Ms. Jones replied that it was a competitive process; the applicants had to meet federal requirements and were approved based on scores. Ms. Jones added that they have evaluation metrics that they use for reporting and would be willing to share those if the board is interested. Chair Hege said he'd like to hear more going forward regarding the successes and challenges of these projects.

Ms. Jones explained that opioid settlement funds continue to come in. She said that they expect these projects to go about 2.5 to 3 years before coming to the board to discuss the plan for the remaining funds.

Chair Hege asked if the contract amounts reflect the amounts that were listed on the approved IGA. Ms. Jones replied affirmatively.

Vice-Chair Brady asked about the term of the contracts. Ms. Jones replied that they want to make sure the recipients have time to set up and complete their projects so no expiration date has been set, but the recipients would not receive any new funds until those funds are expended. She said that the next allocation would likely be after 2028.

Vice-Chair Brady asked how lengthy the reporting requirements are. Ms. Jones replied that the reporting requirements fit onto one page and fit into the work scope of each project.

Chair Hege asked if these contracts were drafted by Wasco County counsel. Ms. Jones replied affirmatively.

Chair Hege asked how it would be handled if the funds were not spent in a reasonable time frame and were spent over several years. Ms. Jones replied that it's not likely it would take several years to expend the funds, as the funds are for specific projects. She said that they will allow some "carryover" as the priority was to get the funds out quickly in order to get these projects moving forward.

{{Vice-Chair Brady moved to approve the Opioid Settlement Funding and Management Agreements between Wasco County and

- **Dufur School District**
- **The Gorge Recovery Center**
- **The Next Door, Inc.**
- **NORCOR**
- **The Partnership to End Addiction**

Commissioner Justesen seconded the motion, which passed unanimously.}}

Discussion Item – Appointee Conduct Policy

Ms. Stone reviewed the memo included in the board packet. He explained that it became apparent that they need minimum guidelines for how appointees conduct themselves on boards and commissions. He said that they're presenting this policy to new appointees so they know the rules ahead of time. He said that this is the first draft of the policy; they can add to it as they learn new things.

Commissioner Justesen asked if this was drawn from another entity's policy or taken from another County policy. Mr. Stone replied that the policy was drawn up by County Counsel, Kristen Campbell who would have done extensive research.

Commissioner Justesen asked if they will present the policy to new appointees and obtain signatures. Mr. Stone replied that the policy would be a part of the appointee packet and they would sign the policy.

Commissioner Justesen asked if any consequences for not following the policy are outlined or if they're implied. Mr. Stone replied that they're implied. He explained that it would come to the Board of Commissioners for any decisions relating to an individual violating the Appointee Conduct Policy.

Vice-Chair Brady pointed out that some of the rules in the Appointee Conduct Policy are backed by ORS and have legal standing.

Chair Hege asked if the policy would be signed retroactively or if the signing of the policy would be done moving forward. Mr. Stone said the policy would be signed going forward. He said he would take the policy out to boards and make them aware of it.

Vice-Chair Brady made a point about #5 of the principals listed in the policy regarding courtesy and consideration of others and the use of humor; if something is said at the expense of someone else even if it's funny, it crosses the line of courtesy and consideration.

{{{Commissioner Justesen moved to approve the Wasco County Appointee Conduct Policy. Vice-Chair Brady seconded the motion, which passed unanimously.}}}

Discussion Item – Lower John Day Area Commission on Transportation Appointments

Ms. Walker reviewed the memo included in the board packet.

Chair Hege explained that these meetings occur monthly and they do some allocation for transportation funding.

Vice-Chair Brady pointed out that transportation is a key issue in South Wasco County.

{{{Vice-Chair Brady moved to approve Order 25-004 appointing Dale McCabe as the Cities of Wasco County representative and Order 25-005 appointing David Mills as the Alternate Cities of Wasco County representative on the Lower John Day Area Commission on Transportation. Commissioner Justesen seconded the motion, which passed unanimously.}}}

Agenda Item – Recess to 4-H & Extension Service District Meeting

Chair Hege recessed the meeting to open the 4-H & Extension Service District Meeting at 9:21 a.m.

Chair Hege opened the Regular Session at 9:24 a.m.

Agenda Item – Completeness Review for Yellow Rosebush Solar Project

Planning Director Daniel Dougherty reviewed the memo included in the board packet. He explained that the Board of County Commissioners is the Special Advisory Group (SAG) for this energy project. He said that this is a Completeness Review; they review the application and ensure that all of the Planning Department's relevant criteria and local Land Use Ordinance are addressed.

Senior Planner Sean Bailey reviewed the power point slides included in the board packet. He said that the Yellow Rosebush Solar Energy project location is directly east to the Daybreak and Sunset projects, which are active. He explained that it's capacity is roughly 800 megawatts of battery energy storage; the project site is roughly 8,075 acres, which includes 4.5 miles of the overhead transmission lines. He explained that there will be one operations and maintenance building included in the project.

Mr. Bailey reviewed the letter to Oregon Department of Energy containing the Completion Review comments included in the board packet.

Mr. Dougherty pointed out that this is just a Completeness Review; they will have the opportunity to obtain more substantive comments pertaining to the overall project in the future. He said that anything they've identified has been shared with the various stakeholders such as the Sheriff's Department, Public Works, Fire Departments, etc.

Vice-Chair Brady asked if this is Savion's project. Mr. Dougherty replied affirmatively. Vice-Chair Brady asked what the next stage is with the Energy Facility Siting Council (EFSC). Mr. Dougherty replied that they will focus on completeness; they will check to make sure they've provided all the required requisite information. After all the required information is obtained and determined to be complete, the review would begin.

Mr. Bailey explained that the state determined the Yellow Rosebush Application to be incomplete. This gives the Planning Department to review completeness from their perspective; the state has other completeness requirements that will also need to met by the applicant.

Vice-Chair Brady asked if the Planning Department's Completeness Review first goes to the Oregon Department of Energy (ODE); ODE gathers information from stakeholders and then submits the Completeness Review to EFSC, which approves the application. Mr. Dougherty replied affirmatively.

Vice-Chair Brady said that this stage is critical, because if things are identified at this stage, they can't come back and appeal them later. Mr. Dougherty clarified that they can still review whether they're meeting the substantive criteria, but they can't necessarily come back and say they've missed something.

Chair Hege said that the next step for the applicant to get a site certificate, which is a preliminary approval; they hope to get approved in 2025 and start construction in 2027.

Commissioner Justesen asked if the other adjacent projects are going through the same process. Mr. Dougherty replied affirmatively. He said that once they are at a certain project threshold, they go through the state and follows the same process; a similar process is followed with projects at a smaller threshold at a county level, but the process is not quite as lengthy.

Vice-Chair Brady commented that the county threshold is 350 MegaWatts (MW); if a project is higher than 350 MW it becomes a state process. He said that it's more expensive to go through the state; the state has an interest in keeping energy projects going through the state process, as EFSC is funded by fees.

Vice-Chair Brady asked if the county would have the capacity for a 500 or 600 MW project application. Mr. Dougherty replied that these are large projects with a lot of coordination required with multiple fire districts and departments; a lot of time goes into it. He said they have very strict timelines. He said it would be concerning if they received a multitude of smaller projects at once. He said that working with two at once stressed their department's capacity in the past.

Vice-Chair Brady complimented the Planning Department for their ability to balance land use regulations with meeting future energy expansion needs.

Agenda Item – MCEDD – Economic Development Update

Mid-Columbia Economic Development District Deputy Director of Economic Development Andrew Danies reviewed the memo included in the board packet.

Chair Hege asked what Antelope is doing to enhance their broadband. Mr. Danies replied that Reliance Network has been working to provide broadband to Antelope; they've been laying the cables over the last few months. He said they will tap into that with the Oregon Community Foundation funding to provide a public WIFI system.

Agenda Item – MCEDD – Economic Development Commission (EDC) Community Enhancement Project (CEP) List

Mr. Danies reviewed the memo included in the board packet. He said the idea behind the CEP List is to develop a list that demonstrates to potential funders that a project is ranked as a local priority. He said this will be helpful when asking for funding support. He explained that one of the most common questions on grant applications is what the demonstrated community support for the project is; if the project is on the list, it answers that question.

Mr. Danies explained that the Comprehensive Economic Development Strategy (CEDS) is the comprehensive ranking of infrastructure projects in the five-county MCEDD region, which includes Wasco, Hood River, Sherman, Klickitat, and Skamania Counties.

Mr. Danies reviewed the top 10 projects on Attachment A: Proposed Priority Ranking included in the board packet.

Commissioner Justesen asked what happens if an emergency project comes up. He asked if the project would be handled as an emergency and get on the list for the next year. Mr. Danies replied affirmatively. He explained that the list is a guideline; if there are emergent things that come up, they'll deal with those as the priorities change.

Vice-Chair Brady said that the geographic diversity on the CEP list stands out; he thanked Mr. Danies for the list being inclusive covering the whole County. He said that the development of Wasco County depends on the development of the rural areas. Mr. Danies replied that they have great partnerships with the municipalities and special districts in South Wasco County.

*****The Board was in consensus to accept the Community Enhancement Project**

list for submission into the Wasco County EDC Strategic Action Plan and inclusion in the regional CEDS.***

Agenda Item – MCEDD Intergovernmental Agreement (IGA) & Oregon Department Of Transportation (ODOT) Grant Agreement

MCEDD Executive Director Jessica Metta reviewed the memo included in the board packet. Ms. Metta explained that the two agreements are for the same project; Wasco County has the grant agreement with ODOT and Wasco County subcontracts with MCEDD on the IGA.

Commissioner Justesen asked if legal counsel approved the agreements and if Wasco County bears no cost. Ms. Metta replied affirmatively to both questions.

{{{Commissioner Justesen moved to approve the Intergovernmental Agreement between Mid-Columbia Economic Development District and Wasco County for Public Transportation under FTA 5310 Discretionary Grant Program. Vice-Chair Brady seconded the motion, which passed unanimously.}}}

{{{Commissioner Justesen moved to approve Agreement No. 35709 by and between the State of Oregon, acting by and through its Department of Transportation, Public Transportation Division and Wasco County. Vice-Chair Brady seconded the motion, which passed unanimously.}}}

Agenda Item – December 2024 Financial Report

Finance Director Mike Middleton reviewed the attached Financial Report.

Vice-Chair Brady asked what the Planning budgeted grant for \$5,950,000 is for. Mr. Middleton replied it's for Wildfire Mitigation.

Mr. Middleton explained that the Sheriff's Office plans to purchase new CAD and RMS system next year; \$385,000 will come out of the equipment fund to offset the cost to the County and partner agencies in rolling that out. Chair Hege asked if the partner agencies are Wasco County and Mid-Columbia Fire & Rescue (MCFR) and City of The Dalles. Mr. Middleton replied affirmatively. Chair Hege asked if they contribute to that fund on a monthly basis, as well. Mr. Middleton replied affirmatively. Chair Hege asked if the cellular taxes go to the three partner agencies. Mr. Middleton replied that they come to Wasco County; they receive about \$130,000 quarterly.

Commissioner Justesen said he appreciates the detailed explanation.

Vice-Brady asked if Mr. Middleton is anticipating any changes in the new budget cycle process. Mr. Middleton said that he doesn't anticipate any major changes in the

process; he's working to set up the budget meeting for the 2nd Thursday in May, if that works out for everyone.

Agenda Item – Introduction of new 4H & Extension Office Manager

Extension Regional Director Nicole Strong introduced Betty Boldt, the new 4H & Extension Administrative Office Manager, who started last Monday. Ms. Boldt gave a brief summary of her background; she has lived in Wasco County for about 10 years and worked previously at the Discovery Center helping with grant proposal development, budgeting, reporting, and education. She also summarized complex budgeting experience at employment before the Discovery Center. She said she is looking forward to bringing her skills and to developing relationships in her new role as the Extension Office Manager.

Vice-Chair Brady asked Ms. Boldt what she's most excited about in her new role. Ms. Boldt replied that she's excited about the breadth and depth of their programming; she's excited about working with Lauren Kraemer and learning more about what she's doing with smoke readiness and disaster preparedness. She said she is proud of this amazing social service.

Ms. Strong said she is thrilled to have Ms. Boldt on their team. She said she thinks that Ms. Boldt will be an important leader in helping their teams keep their finger on the pulse of emerging needs as they grow their service.

Commissioner Justesen said he worked closely with the Master Gardener's project at NORCOR, when he was managing the facility; Vice-Chair Brady also worked with this project when he was a teacher. He said he appreciated working with the extension team.

Ms. Strong asked the commissioners to consider how they would like to be kept up to date on the Extension Service District's projects and accomplishments. She said in the past they've done their annual budget presentation and included all program updates with that report; another way would be for the faculty of each of the programs to present 10 minute updates to the BOC throughout the year. Chair Hege replied it would be great to have the faculty come and give updates on the programs. He also suggested that they consider inviting the BOC to ESD events.

Updates

Chair Hege asked Administrative Services Director Ali Postlewait if she had updates or anything she wanted to say. Ms. Postlewait replied that the Veterans Service Office completed their move to the Wasco County building at 401 E 3rd Street; they're on the

east end of the building and operation hours are posted on the door.

Ms. Postlewait said they're preparing to have the Clerk's Office move to the first floor of the 3rd Street building by the end of February. She said they received their final permitting for the build-out of the finance department offices on the second floor, so the finance department will also be moving once the offices are complete.

County Counsel, Kristen Campbell said there's a good team in place; there's been a lot of positive action. She said they've been getting systems in place and identifying potential issues before there's any chance of them becoming a problem. She said she has her eye on legislative events that became enacted as of the first of the year. For example, an updated Attorney General's Public Records & Open Meeting Manual has just come out. She said they're preparing for a busy Spring and Summer.

Chair Hege gave kudos and thanked Ms. Campbell for preparing the Appointee Conduct Policy that they approved today.

Discussion Item – LPSCC Appointments

Sheriff Magill prepared a memo which is included in the board packet.

{{Vice-Chair Brady moved to approve Orders 25-006, 25-007, 25-008, and 25-009 appointing members to the Local Public Safety Coordinating Council. Commissioner Justesen seconded the motion, which passed unanimously.}}

Discussion Item – National Association of Secretaries of State (NASS) Medallion Award

Chair Hege reviewed the memo included in the board packet. He thanked former clerk Lisa Gambee for the great work she did as Wasco County Clerk.

Consent Agenda - 12.9.2024 Special Session Minutes; 12.18.2024 Regular Session Minutes

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

Commissioner Justesen mentioned that he attended the December 18th Regular Session virtually.

Commission Call

Vice-Chair Brady reported that he's been appointed to a couple of roles at the Association of Oregon Counties (AOC); one is the co-chair for the Health and

Human Services Steering Committee; the other appointment is to the Legislative Committee Board of Directors. He said they had a meeting on Monday.

Vice-Chair Brady mentioned Lisa Gambee and recollected the Mayoral Election of Antelope, in which there was a tie. He explained that the tie-breaker was a coin toss at Wasco County Clerk's office, in which Julianne Herman won. At the Antelope City Council meeting it was said that the Shaniko Charter informed them that they should count lots as a way of breaking the tie. He said it turned out that the City of Shaniko failed to do what their charter said they needed to do, so it became appropriate for the Wasco County Clerk to certify the election, and the certification was accepted. He said that Julianne Herman is very capable in the role of Mayor of Antelope.

Vice-Chair Brady said that Karen Long is now officially the Executive Director for Mid-Columbia Housing Authority (MCHA). He said that the staff had a recognition and appreciation event at the beginning of Ms. Long's tenure as Executive Director; this was an acknowledgment of Ms. Long for the work she's done at MCHA over the last 10 years. He pointed out that this shows that the staff is happy to have Ms. Long in the role of Executive Director; Ms. Long has been at the forefront of the good things happening at MCHA for some time and the good work will continue.

Commissioner Justesen reported that he attended the AOC Conference and met some people there. He said he attended a couple of committee meetings this week and will head to Corvallis tomorrow to attend the first session of County College. He's said he's had the opportunity to meet some of the commissioners from other counties and is looking forward to working with them. He's said he's also been working on organizing his office and is working on learning what he needs to know going forward.

Chair Hege said that they've been working diligently on Wasco County's Executive Assistant replacement, as Ms. Walker will be moving into a new position. They've been conducting interviews and they have some good candidates.

Chair Hege proposed that they have a work session to discuss the BOC board and commission assignments, which would be a public meeting held upstairs in the Orchard Room. He said he'd like to look at and discuss all of the board assignments they've had over the years; some of them they may no longer do; some might be new; some might be passion projects for a particular commissioner. He would like to discuss how best to parse out the assignments and use that time to report in more detail about each position. He said he will work with Steve Kramer to get a sense of those boards and commissions, as well.

Chair Hege went to the State of the State Address 2025. He said the governor invited the county chairs. He said they were invited to the Governor's Mansion for the reception. He was able to have some good quality one-on-one time with the governor; they were able to talk about the Early Learning Center project, of which the Governor has visited in the past. He said he was able to make her aware that there's preliminary indication that they will receive close to a \$20 million award, which will help that project get completed. He said he asked the Governor to work with them to make sure that those funds are not swept in the administration change, which can happen sometimes; the Governor agreed to help. He said that the Governor commented that AOC is as strong as she's seen it since she's been around.

Chair Hege said he attended the Fort Dalles Museum meeting last night. He said Mr. Middleton and Mr. Stone were there; they did a fantastic job. He said the meeting went well and there was good discussion. He said they have a lot on their plate and they're doing some good things.

Chair Hege said that they have a NORCOR meeting tomorrow; he reminded Vice-Chair Brady and Commissioner Justesen that they're both alternates on the NORCOR board, so they're more than welcome to join them.

Chair Hege said that the Tree Top Play Playground is having their official opening on Saturday, January 18, 2025.

Chair Hege said he meets a lot with the water master for this district. He said he's invited the water master to come to a board session in the next couple of months and educate them on water in general in Wasco County, the water policy in Oregon, and current water issues.

Chair Hege adjourned the meeting at 11:05 a.m.

Summary of Actions

MOTIONS

- **To appoint Scott C. Hege as Chair and Philip L. Brady as Vice-Chair of the Wasco County Board of Commissioners for the 2025 calendar year; and**
- **To approve the Opioid Settlement Funding and Management Agreements between Wasco County and**
 - Dufur School District**
 - The Gorge Recovery Center**
 - The Next Door, Inc.**
 - NORCOR**
 - The Partnership to End Addiction**
- **To approve the Wasco County Appointee Conduct Policy; and**

- **To approve Order 25-004 appointing Dale McCabe as the Cities of Wasco County representative and Order 25-005 appointing David Mills as the Alternate Cities of Wasco County representative on the Lower John Day Area Commission on Transportation; and**
- **To approve Orders 25-006, 25-007, 25-008, and 25-009 appointing members to the Local Public Safety Coordinating Council; and**
- **To approve the Consent Agenda: 12.9.2024 Special Session Minutes and 12.18.2024 Regular Session Minutes; and**
- **To approve Orders 25-001, 25-002, and 25-003 reappointing Pat Davis, Ken Polehn and DeOra Patton to the Wasco County 4H & Extension Service District Budget Committee; and**
- **To approve the June 5, 2024 4-H & Extension Service District Minutes; and**
- **To approve the Intergovernmental Agreement between Mid-Columbia Economic Development District and Wasco County for Public Transportation under FTA 5310 Discretionary Grant Program; and**
- **To approve Agreement No. 35709 by and between the State of Oregon, acting by and through its Department of Transportation, Public Transportation Division and Wasco County.**

CONSENSUS

- **To accept the Community Enhancement Project (CEP) list for submission into the Wasco County EDC Strategic Action Plan and inclusion in the regional CEDS.**

Wasco County

Board of Commissioners

Scott C. Hege, Commission Chair

Philip L. Brady, Vice-Chair

Jeff Justesen, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF TYLER STONE TO THE QUALITY LIFE INTERGOVERNMENTAL AGENCY BOARD OF DIRECTORS

ORDER #25-011

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 pursuant to the Second amended and Restated Intergovernmental Agreement for the QualityLife Intergovernmental Agency ("QLife") the governing body of Wasco County, Oregon is required to appoint two representatives to the QLife ; one shall be a member of Wasco County Board of Commissioners and one shall be the Chief Administrative Officer.

IT APPEARING TO THE BOARD: That a Wasco County vacancy exists on the QLife Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County Chief Administrative Officer, Tyler Stone, is willing and is qualified to be appointed to the QLife Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Tyler Stone be and is hereby appointed to the Quality Life Intergovernmental Agency Board of Directors; said term to be at the pleasure of the Board of Wasco County Commissioners.

DATED this 5th Day of February, 2025.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Scott C. Hege, Commission Chair

Philip L. Brady, Vice-Chair

Jeff Justesen, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF SCOTT HEGE TO THE QUALITY LIFE INTERGOVERNMENTAL AGENCY BOARD OF DIRECTORS

ORDER #25-012

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 pursuant to the Second amended and Restated Intergovernmental Agreement for the QualityLife Intergovernmental Agency (“QLife”) the governing body of Wasco County, Oregon is required to appoint two representatives to the QLife ; one shall be a member of Wasco County Board of Commissioners and one shall be the Chief Administrative Officer.

IT APPEARING TO THE BOARD: That a Wasco County vacancy exists on the QLife Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County Commissioner, Scott Hege, is willing and is qualified to be appointed to the QLife Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Scott Hege be and is hereby appointed to the Quality Life Intergovernmental Agency Board of Directors; said term to be at the pleasure of the Board of Wasco County Commissioners.

DATED this 5th Day of February, 2025.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Scott C. Hege, Commission Chair

Philip L. Brady, Vice-Chair

Jeff Justesen, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF JEFF JUSTESEN TO THE WASCO COUNTY FAIR BOARD

ORDER #25-013

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 Fair Board; and

IT FURTHER APPEARING TO THE BOARD: That Jeff Justesen is willing and is qualified to be appointed to the Wasco County Fair Board as a representative of the Board of County Commissioners.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jeff Justesen be and is hereby appointed to the Wasco County Fair Board representing the Wasco County Board of Commissioners; said term to expire December 31, 2027.

DATED this 5th day of February, 2025

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Scott C. Hege, Chair

Philip L. Brady, Vice-Chair

Jeff Justesen, County Commissioner

**WASCO COUNTY 4-H & EXTENSION SERVICE DISTRICT
AGENDA**

WEDNESDAY, February 5, 2025

LOCATION: This meeting will be held at 401 E. Third St., The Dalles, OR and will also be available for virtual attendance. You can join the meeting at <https://wascocounty-org.zoom.us/j/2919733815> or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 2919733815

NOTE: This Agenda is subject to last minute changes. **Meetings are ADA accessible.** For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. Wasco County does not discriminate against individuals with disabilities.

9:15 a.m.

CALL TO ORDER

9:15 a.m. Budget Officer Appointment

1.15.2025 Minutes Approval

NEW / OLD BUSINESS

ADJOURN



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

INT THE MATTER OF THE APPOINTMENT OF BETTY BOLDT AS WASCO COUNTY 4H & EXTENSION SERVICE DISTRICT BUDGET OFFICER

ORDER #25-010

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 Chelsie Gibson has resigned from her position at the Extension Service District; and

IT FURTHER APPEARING TO THE BOARD: That Betty Boldt is willing and is qualified to be appointed to serve as the Wasco County 4H & Extension Service District Budget Officer.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Betty Boldt be and is hereby appointed as the Wasco County 4H & Extension Service District Budget Officer; said term to expire on December 31, 2025.

DATED this 5th Day of February, 2025.

APPROVED AS TO FORM

Wasco County Board of Commissioners
*Governing Body of the Wasco County
4H & Extension Service District*

Kristen Campbell, County Counsel

Scott C. Hege, Chair

Philip L. Brady, Vice-Chair

Jeff Justesen, County Commissioner



MOTION

SUBJECT: Budget Officer Appointment

I move to approve Order 25-010 appointing Betty Boldt as Wasco County 4H & Extension Service District Budget Officer.



WASCO COUNTY 4H AND EXTENSION SERVICE DISTRICT MEETING
JANUARY 15, 2025

PRESENT: Scott C. Hege, Commission Chair
Philip L. Brady, Vice-Chair
Jeff Justesen, County Commissioner
STAFF: Kelly Walker, Executive Assistant
Tyler Stone, Wasco County Administrative Officer

At 9:21 a.m. Chair Hege opened the meeting.

4H and Extension Service District Budget Committee Reappointments

Chair Hege reviewed the memo included in the board packet.

Commissioner Justesen moved to approve Orders 25-001, 25-002, and 25-003 reappointing Pat Davis, Ken Polehn and DeOra Patton to the Wasco County 4H & Extension Service District Budget Committee. Vice-Chair Brady seconded the motion which passed unanimously.}}

6.5.2024 Minutes

{{Vice-Chair Brady moved to approve the June 5, 2024 Minutes. Commissioner Justesen seconded the motion which passed unanimously.}}

Commissioner Justesen pointed out that although he was not a Commissioner at the 6.5.2024 4H & Extension Service District Meeting, he attended virtually; he said that he is comfortable that the minutes are accurate.

Chair Hege adjourned the meeting at 9:24 a.m.

Wasco County Board of Commissioners
*Governing Body of the Wasco County
Extension Service District*

Scott C. Hege, Commission Chair

Philip L. Brady, Vice-Chair

Jeff Justesen, County Commissioner



MOTION

SUBJECT: 4H & Extension Service District Minutes

I move to approve the January 15, 2025 Minutes.



Surveyor's Office

ORMAP PROJECT UPDATE & FALL 2024 GRANT APPROVAL

SUMMARY OF THE ORM MAP PROJECT

The vision of ORM MAP is to develop a statewide digital cadastral base map that is:

- Publicly accessible,
- Continually maintained,
- Supports the Oregon property tax system,
- Supports a multi-purpose land information system,
- Strives to comply with appropriate state and national standards, and
- Will continue to be improved over time.

What's wrong with our existing map data?

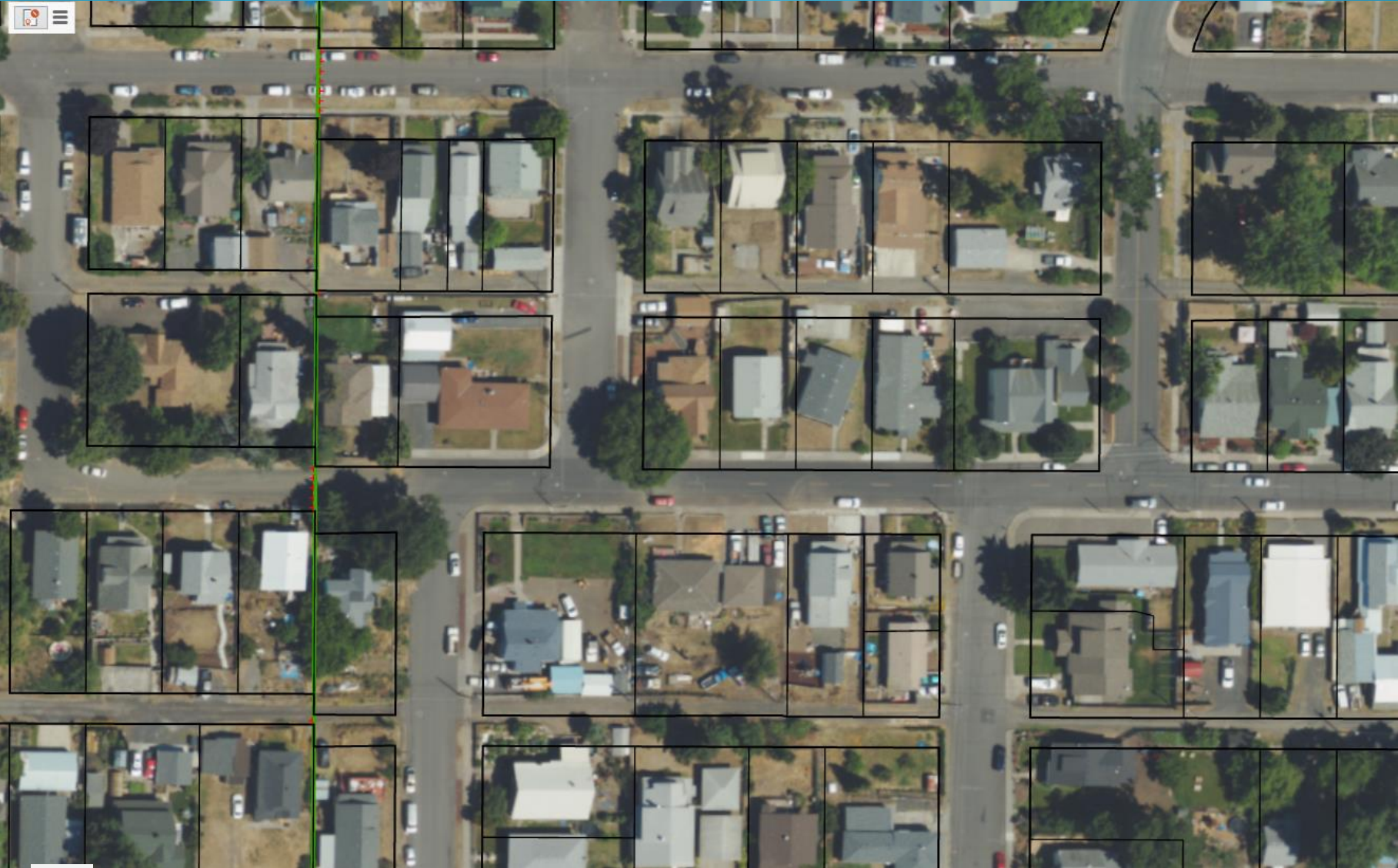
In this example tax lot lines in The Dalles area are overlaid on aerial imagery. The property lines look fairly close to their correct location, but are about 15 feet out of position.



Same area but after remapping was done
Note the area south still needs to be remapped.



Before Remapping



Same area but after remapping was done

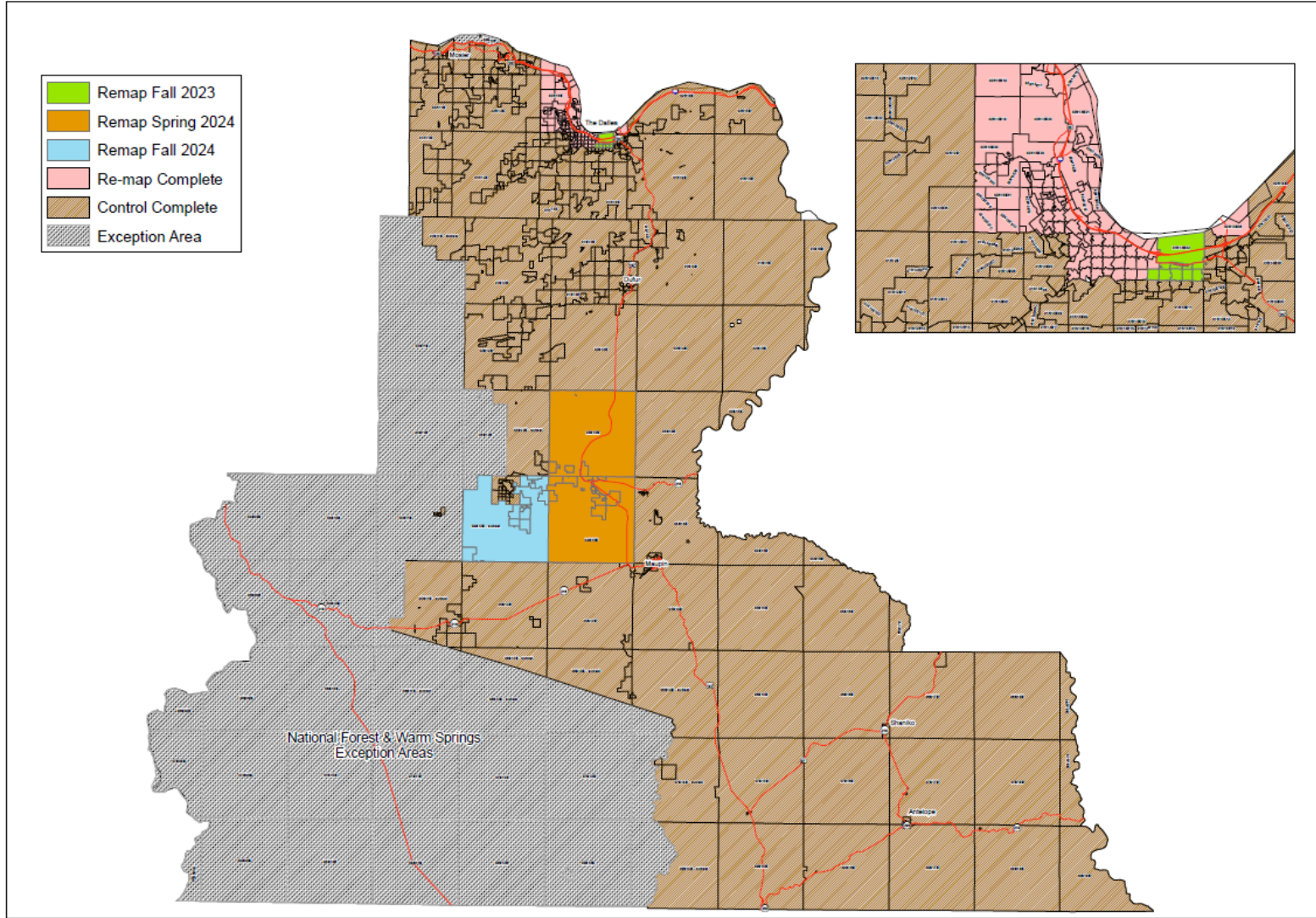


Some areas in the County such as Tygh Valley are impacted by inaccurate mapping.
Addressing can be ambiguous. Emergency response can be slowed.
Collaboration with partners such as FEMA can be difficult.



Work Completed to Date

Wasco County ORMAP Status Map Fall 2024



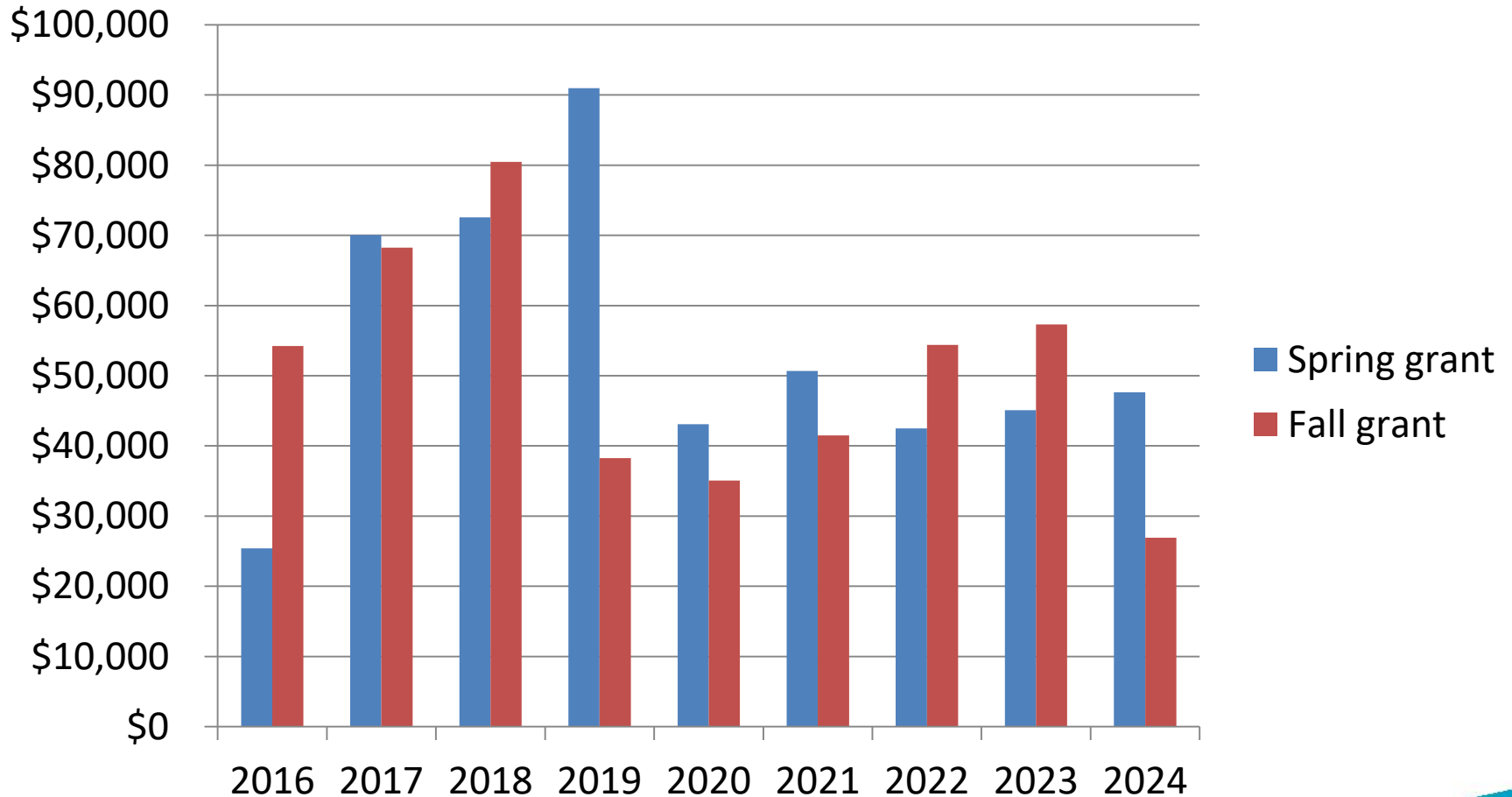
Ground Control Completed – 2,300 points observed



FUNDING TO DATE

- Total Funds received to date -\$944,470.00
- The funds have allowed Wasco County to employ a fulltime survey technician position.
- Prior to COVID we also employed summer interns for field work.
- Funds have been leveraged to keep our equipment up to date.
- ORMAP has funded training so we can transition to in-house remapping.

AMOUNT OF GRANT FUNDS RECEIVED

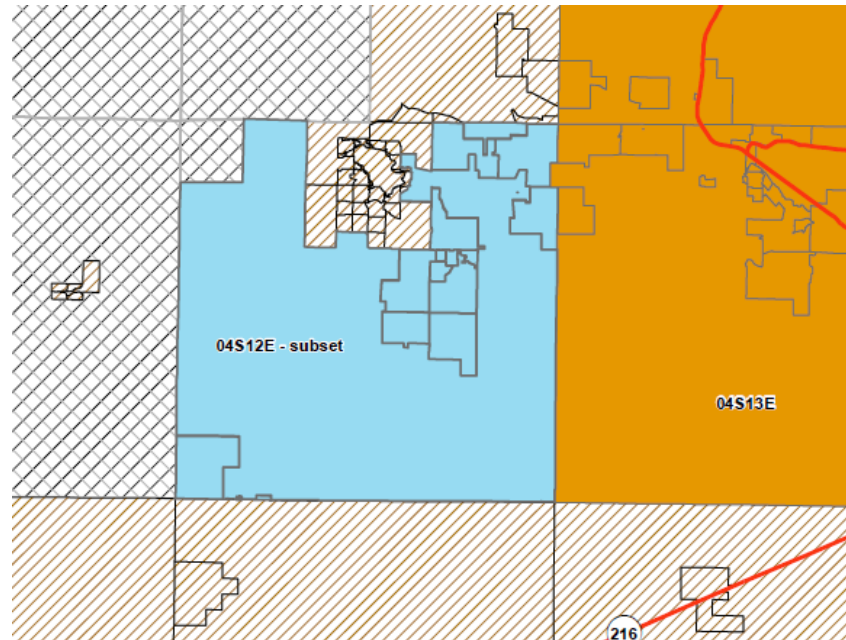


The ORM MAP project has given us the opportunity to hire 4 summer interns. Two of our interns have continued to pursue a career in Land Surveying. One of our interns is a TDHS graduate.



PURPOSE OF TODAY'S ORMAP GRANT

- Wasco County has been approved for a total of **\$26,928** to remap 264 tax lots and conversion of Wasco County Assessor's tax maps to meet ORMAP technical specifications.
- The remapping is of 15 tax maps in T4S-R12E.



- We are anticipating working on the project for another 5 to 6 years.

**DEPARTMENT OF REVENUE
ORMAP INTERGOVERNMENTAL AGREEMENT
CONTRACT #DOR-133-24**

This Agreement is entered into by and between the State of Oregon, acting by and through the Department of Revenue (“Department”) and Wasco County (“County”).

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, with a unit of local government in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following:

I. EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION

- A. Effective Date of Agreement. This Agreement shall become effective on the date this Agreement has been signed by every party and all required approvals have been obtained, and no sooner than **January 1, 2025**.
- B. Award. The Department shall provide funds in the amount of **\$26,928.00** (the “Award”) to the County to fund all or part of the activities set forth in Exhibit A (“Proposal”) which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the “Project”. All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the “Total Project”. (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use the Award other than for costs for the Project.
- C. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by **Dec 31, 2025** (“Project Completion Date”). Final billing for the Project shall be submitted to the Department on or before **Jan 15, 2026**.

II. DISBURSEMENTS.

- A. Disbursement of Funds by the Department. Subject to Section IV, upon receipt of the County’s request for disbursement, the Department shall disburse the

Award to the County on a cost reimbursement basis. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.

- B. Overpayment. In the event that the aggregate amount of the Department's disbursements hereunder exceeds the costs of the County for the Project, the County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.
- C. Disallowed Costs. The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. Cost Savings. Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. No Duplicate Payment. The County shall not be compensated for, or receive any other duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.

III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

IV. CONDITIONS TO DISBURSEMENT

- A. Conditions Precedent to Disbursement. The Department shall not be obligated to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.

- B. Conditions Precedent to Final Disbursement. The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department, shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

V. COVENANTS

- A. Assignment. If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.

- B. Payments. To the extent required by state and federal law, the County agrees to:
 - 1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and

 - 2. All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). County shall require and ensure that each of its subcontractors complies with these requirements.

- C. Liabilities. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

- D. Compliance with Applicable Law. The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))
- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and the Oregon Local Budget Law, ORS 294.305 to 294.565. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

- G. Project Ownership. The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

VI. TERMINATION; REMEDIES

- A. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.

B. Termination Because of Non-Appropriation or Project Ineligibility.

1. The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.

C. Termination for Default. The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:

1. The design and implementation of the Total Project is not pursued with due diligence; or
2. The cadastral portions of the Total Project do not conform to the Department of Revenue Oregon Cadastral Map System; or

3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
 4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
 5. The County violates any other provision of this Agreement.
- D. Rights and Remedies. The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

VII. GENERAL PROVISIONS

- A. Force Majeure. Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. No Third Party Beneficiaries. The Department and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- D. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their respective successors and assigns; provided however that the County may not

assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.

- E. Severability. The Department and the County agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
- F. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the Department or the County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers 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) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- G. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; 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 the Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether 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 from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- I. Merger Clause; Amendment; Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE COUNTY ON THE SUBJECT MATTER HEREOF. NO MODIFICATION OR

CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY, AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

DEPARTMENT:

State of Oregon, acting by and through its
Department of Revenue
Authorized Agency Signature

COUNTY:

Wasco County

By: _____

Jason Hamblen, Procurement Manager, DPO

Date: _____

By: _____

Title: _____

Date: _____

Telephone: _____

Fax No: _____

EXHIBIT A

AWARD LETTER
COUNTY GRANT PROPOSAL



Oregon

Tina Kotek, Governor

Department of Revenue Property Tax Division

955 Center St NE

PO Box 14380

Salem, OR 97309-5075

December 9, 2024

Ivan Donahue, Survey/Engineer and GIS Technician
2705 E 2nd St.
The Dalles, OR 97058

Dear Mr. Donahue

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from January 1, 2025 through December 31, 2025.

Listed below are the deliverables as outlined in your grant request. To expedite the payment process for you, please use the "ORMAP Invoice" form, you can download a copy from the ORMAP site. Please state the correct contract number on the chart and complete the information requested for each task or deliverable.

Contract Number:		
Task	Deliverable	Award Amount
1	264 Remapped Tax Lots	\$26,928.00
2		
Total		\$26,928.00

If you have questions, please contact the ORMAP Coordinator, Philip McClellan (503-586-8128).

Best wishes for a successful project.

With regards,

Jason D. Brockie
Property Tax Assistance and Oversight Section Manager
Oregon Department of Revenue

cc: County Assessor
DOR Finance Department
File



MOTION

SUBJECT: ORMAP Grant Contract

I move to approve the Department of Revenue ORMAP Intergovernmental Agreement Contract #DOR-133-24.