



AGENDA: REGULAR SESSION

WEDNESDAY, JUNE 26, 2019

WASCO COUNTY BOARD OF COMMISSIONERS

WASCO COUNTY COURTHOUSE 511 WASHINGTON STREET, SUITE 302, THE DALLES, OR

PUBLIC COMMENT: *Individuals wishing to address the Commission on items not already listed on the Agenda may do so when the regular business items have concluded 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.

1:00 p.m.	Library Service District Budget Hearing – Jeff Wavrunek
1:05 p.m.	4H & Extension Service District Budget Hearing – Lynette Black
1:10 p.m.	Wasco County Budget Hearing – Mike Middleton
1:15 p.m.	Discussion Items: ESRI GIS Software Agreement Renewal
	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)(m) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations



WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
JUNE 26, 2019

PRESENT: Scott Hege, Vice-Chair
Kathy Schwartz, County Commissioner
STAFF: Kathy White, Executive Assistant
Tyler Stone, Administrative Officer
ABSENT: Steve Kramer, Chair

At 1:00 p.m. Vice-Chair Hege opened the Special Session with the Pledge of Allegiance. Changes to the Agenda:

- ODOT Fund Exchange Agreement

At 1:00 p.m. Vice-Chair Hege recessed from the Special Session to open hearings for the Library Service District and the 4H and Extension Service District

The Special Session reconvened at 1:16 p.m.

Agenda Item – Budget Adoption Hearing
--

At 1:16 p.m., Vice-Chair Hege opened a public hearing for the adoption of the 2019/2020 Wasco County Budget.

Finance Director and Budget Officer Mike Middleton stated that he recommends some changes to the proposed budget and reviewed the memo included in the Board Packet.

Vice-Chair Hege opened the floor to public comment.

Rodger Nichols commented that it is a pleasure to watch the Board doing such an excellent job.

There being no further comments, Chair Hege closed the hearing to public testimony and opened deliberations.

{{{Commissioner Schwartz moved to approve Resolution 19-011 adopting the Fiscal Year 2020 Budget, Tax Levy and Appropriations for Wasco County with changes as presented and outlined in the budget detail. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion Item – ESRI Software Agreement Renewal

GIS Coordinator Tycho Granville explained that this is a three year agreement with no changes from the previous agreement for software that supports our GIS program.

Vice-Chair Hege asked how it has been to work with ESRI. Mr. Granville responded that they have been great to work with and it is much needed software. He said a lot of things are working more efficiently now.

Vice-Chair Hege commented that it would be great to have some training available on how to use the online GIS tool located on the County's website. Mr. Nichols suggested a You Tube video might be useful. Mr. Granville reported that there is a slide show available.

Commissioner Schwartz asked if we have maps for fire protection, water supply and power lines. Mr. Granville replied that we have some and work closely with the fire districts and Forest Service; the utilities usually hold their information as confidential.

{{{Commissioner Schwartz moved to approve the renewal of the ESRI Small Enterprise Agreement for County and Municipality Government. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion Item – Fund Exchange Agreement

Public Works Director Arthur Smith explained that the Board recently signed a similar agreement for projects being done in Fiscal Year 2019. This agreement is for projects being done in Fiscal Year 2020 – approximately 27 miles of chip seal work.

{{{Commissioner Schwartz moved to approve ODOT 2019 Fund Exchange Agreement 33636 for surface restoration of Wasco County Roads. Vice-Chair Hege seconded the motion which passed unanimously.}}}

A general discussion ensued regarding the processes for various appointments made by the Board of Commissioners. Ms. White will provide to the Board a list of current appointments that indicates if the appointment is made directly or is based on a recommendation of the organization or an advisory committee.

The session was adjourned at 1:47 p.m.

Summary of Actions


MOTIONS

- **To approve Resolution 19-011 adopting the Fiscal Year 2020 Budget, Tax Levy and Appropriations for Wasco County with changes as presented and outlined in the budget detail.**
- **To approve the renewal of the ESRI Small Enterprise Agreement for County and Municipality Government.**
- **To approve ODOT 2019 Fund Exchange Agreement 33636 for surface restoration of Wasco County Roads.**

Wasco County
Board of Commissioners



Steven D. Kramer, Board Chair



Scott C. Hege, Vice-Chair



Kathleen B. Schwartz, County Commissioner



AGENDA ITEM

District Budget Hearings

[LIBRARY SERVICE DISTRICT PACKET](#)

[4H & EXTENSION SERVICE DISTRICT PACKET](#)



AGENDA ITEM

Wasco County Fiscal Year 2020 Budget Hearing

[BUDGET ADOPTION MEMO](#)

[CDBG GRANT FUND BUDGET STATUS UPDATE](#)

[RECOMMENDED/REQUESTED CHANGES TO THE BUDGET](#)

[APPROVED BUDGET](#)

[RESOLUTION 19-011 ADOPTING THE FY 2019/2020 BUDGET WITH
RECOMMENDED CHANGES](#)

[BUDGET DETAIL](#)

[RESOLUTION 19-008 ADOPTING THE FY 2019/2020 BUDGET AS
APPROVED BY THE WASCO COUNTY BUDGET COMMITTEE](#)

[BUDGET DETAIL](#)

[MOTION LANGUAGE](#)



511 Washington St., Ste. 207 • The Dalles, OR 97058
p: [541] 506-2770 • f: [541] 506-2771 • www.co.wasco.or.us

Pioneering pathways to prosperity.

6/17/2019

To: Board of County Commissioners

From: Mike Middleton – Finance Director

Re: Wasco County Fiscal Year 2019-2020 Budget Adoption

The Budget Committee has reviewed, deliberated and approved the Wasco County Budget presented for Adoption. The total for the entire budget is \$69,862,991 total appropriation. Of this, \$7,899,704 is for future fiscal periods' expenditures.

The majority of the growth is due to taking on a new department – Building Codes – with two funds. Additionally, the funding of the PERS Side Accounts did cause an overall increase.

At this point, I am recommending two changes to the budget regarding delayed vehicle procurements. These are detailed in a separate memo. There is an agreement with The Dalles for legal services which will result in \$80,000 in revenue for the District Attorney's Office in FY20. This is not included in the Approved Budget. This revenue will be offset by an increase in expenditures – which I believe will be greater than the revenue provided. The expense side has not been vetted at this time. When the cost is reasonably estimable, a budget change will be brought forward at that time. It will be an increase to expense, revenue and a decrease to contingency in the General Fund.

The tax rate for the General Fund will remain at \$4,2523/\$1,000 . This is unchanged from prior fiscal years.

A proposed resolution is included in the packet.



6/18/2019

To: Board of County Commissioners

From: Mike Middleton – Finance Director

Re: CDBG Grant Fund Budget status update

A request for payment for construction on the Center For Living building project in the CDBG Grant fund came in on Thursday, June 13th. The amount is for \$469,093.58. This is more than I was expecting to see at this point.

With further investigation, the contract is for \$6,667,329.50. This is not the amount that was originally budgeted. Starting in FY16, the budgeted expenses were set at \$5,538,470. This is less than the original contract amount of \$6,409,000. Through the staffing changes in the Finance Department, this was not picked up on until now.

Historically, during the budget build process the prior appropriation (budgeted amount) was decreased in the new fiscal year by the amount expended as of the budget creation date. Following this pattern, the discrepancy was not noticed until near the end of the contract.

I am certain there was logic in the budgeted amount and it may have had to do with the loan planned that was not going through the County. However, with the County now funding the loan, the expense shows on the County books.

The expense to be recognized in the current fiscal year will be \$6,321,076. This includes the \$333,466 in retainage to be paid later.

After considering the budget change approved at the June 12th, 2019 BOCC meeting, the total will still be \$312,500 under the contracted amount. This will complete the contract based on the amounts on the attached Contractor's Application For Payment.

Upon review, this can be worked with without further budget changes. The FY20 budget as approved has an appropriation of \$556,000. This will enable the CDBG Grant fund to compensate the General Fund for the funds loaned after July 1st. The expense will be paid/accrued in FY19 in the Capital Acquisition Fund (a General Fund Reserve Fund) which is making the loan to the CDBG Fund.

No additional changes will be needed, but this is submitted to keep the BOCC informed.



06/17/2019

To: Board of County Commissioners

From: Mike Middleton – Finance Director

Re: Recommended/Requested changes to Approved Budget before Adoption

There have been timing difficulties with the procurement of vehicles for the current fiscal year. This will mean the vehicle purchases will need to be completed in the next fiscal year. This means the budgeted funds for FY19 will not be spent, but instead will increase the fund balance. The proposal is to increase the Beginning Fund Balance and the Capital Outlay in the two funds impacted by the delay in the vehicle purchases. Specifics are detailed below.

Due to the timing, I am proposing the BOCC include this proposed change to the Approved Budget with the Adopted Budget.

The Sheriff's Office planned the purchase of four (4) new vehicles. These were ordered in August 2018. However, due to Ford cutting production numbers for the 2019 model year, the procurement has been delayed. The vehicles are currently – as of 6/17/19 – at the production plant with two complete and the other two soon to follow. The vehicles will be loaded on a train to ship. The Sheriff & I do not believe the vehicles will arrive before June 30th. I am requesting increasing the Beginning Fund Balance for the General Fund and increasing the Appropriation for General Fund Administration – Vehicles by the \$120,000 budgeted for FY19. This effectively is just rolling the planned purchase into the next fiscal year.

The Household Hazardous Waste Fund has budgeted \$30,000 for a replacement vehicle in the current fiscal year. Due to time constraints, this did not happen during the fiscal year. With the close proximity to the end of the fiscal year, it is necessary to move the procurement to the new fiscal year. I am requesting increasing the Beginning Fund Balance for the Household Hazardous Waste Fund and the Household Hazardous Waste Fund Capital Expenditures by the \$30,000 budgeted in FY19.

Summarized Request

<u>Fund</u>	<u>Department</u>	<u>Account</u>	<u>Amount</u>
General Fund	Administration	Capital Outlay	\$120,000
General Fund	Non-departmental	Beginning Fund Balance	\$120,000
Household Hazardous Waste	HHW	Capital Outlay	\$30,000
Household Hazardous Waste	HHW	Beginning Fund Balance	\$30,000

This will increase the appropriations for the General Fund by \$120,000 and the Household Hazardous Waste Fund by \$30,000 for a County Wide total of \$150,000.

Suggested Motion to increases Approved Budget before Adoption:

I move to increase the General Fund Administration Expense and the Beginning Fund Balance Budgets by \$120,000 and the Household Hazardous Waste Fund HHW Expense and Beginning Fund Balance Budgets by \$30,000.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF ADOPTING THE FISCAL YEAR 2019-2020 BUDGET, TAX LEVY AND
APPROPRIATIONS FOR WASCO COUNTY

RESOLUTION #19-011

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

BE IT HEREBY RESOLVED that the Wasco County Board of Commissioners hereby adopts the Fiscal Year 2019-2020 Budget approved by the Budget Committee of the County on May 14, 2019, with changes Adopted by the Board of Commissioners and now on file in the Finance Office for the amount of \$70,009,991.

BE IT FURTHER RESOLVED that the Board of Commissioners of Wasco County, Oregon hereby imposes the taxes provided for in the adopted budget at the rate of \$4.2523 per \$1,000 of assessed value for operations and that these taxes are hereby imposed and categorized for tax year 2019-2020 upon the assessed value of all taxable property within the district as follows:

	Subject to the General Government <u>Limitation</u>	Excluded From <u>Limitation</u>
General Fund	\$4.2523/\$1,000	

BE IT FURTHER RESOLVED that the amounts and the purposes shown in the attached detail for the Fiscal Year beginning July 1st, 2019, be and hereby are as follows: the total appropriated amount is \$62,110,287, the total amount reserved for future expenditure is \$7,899,704 for a total budget of \$70,009,991.

BE IT FURTHER RESOLVED that the County Clerk certify to the assessor of Wasco County, Oregon the tax levy made by this Resolution.

The above Resolution Statements were approved and declared adopted on this 26th day of June, 2019.

ATTEST

WASCO COUNTY BOARD
OF COMMISSIONERS

Kathy White
Executive Assistant

Steven D. Kramer, Chair

APPROVED AS TO FORM:

Scott C. Hege, County Commissioner

Brad Timmons, County Counsel

Kathy Schwartz, County Commissioner

Fund	Department/Classification	Budget Revenue	Budget Expense
GENERAL	GENERAL	20,107,651	-
	ASSESSMENT & TAXATION	28,500	895,396
	COUNTY CLERK	154,500	367,046
	SHERIFF	324,661	2,485,992
	ADMINISTRATIVE SERVICES	322,925	4,409,343
	ADMINISTRATION	973,310	3,775,182
	DISTRICT ATTORNEY	221,484	707,147
	PLANNING	166,600	899,045
	PUBLIC WORKS	18,065	56,018
	YOUTH SERVICES	215,525	926,276
	TRANSFERS	1,215,271	3,424,162
	CONTINGENCY	-	1,315,341
	UNAPPROPRIATED	-	4,487,544
TOTAL GENERAL		23,748,492	23,748,492
BUILDING CODES GENERAL	BUILDING CODES GENERAL	4,613,050	1,298,938
	TRANSFERS	200,000	450,000
	CONTINGENCY	-	1,381,800
	UNAPPROPRIATED	-	1,682,312
TOTAL PUBLIC WORKS		4,813,050	4,813,050
BUILDING CODES ELECTRICAL	BUILDING CODES ELECTRICAL	922,666	281,827
	TRANSFERS	200,000	450,000
	CONTINGENCY	-	205,839
	UNAPPROPRIATED	-	185,000
TOTAL PUBLIC WORKS		1,122,666	1,122,666
PUBLIC WORKS	PUBLIC WORKS	7,223,492	3,606,810
	TRANSFERS	-	1,000,000
	CONTINGENCY	-	1,729,630
	UNAPPROPRIATED	-	887,052
TOTAL PUBLIC WORKS		7,223,492	7,223,492
COUNTY FAIR	ADMINISTRATION	293,316	195,251
	TRANSFERS	29,000	-
	CONTINGENCY	-	33,000
	UNAPPROPRIATED	-	94,065
TOTAL COUNTY FAIR		322,316	322,316
COUNTY SCHOOL FUND	ADMINISTRATION	424,440	424,440
TOTAL COUNTY SCHOOL FUND		424,440	424,440
LAND CORNER PRESERVATION	PUBLIC WORKS	103,957	24,513
	TRANSFERS	-	-

Fund	Department/Classification	Budget Revenue	Budget Expense
	CONTINGENCY	-	39,940
	UNAPPROPRIATED	-	39,504
TOTAL LAND CORNER PRESERVATION		103,957	103,957
FOREST HEALTH PROGRAM	FOREST HEALTH	374,117	50,000
	TRANSFERS	-	119,459
	CONTINGENCY	-	204,658
TOTAL FOREST HEALTH PROGRAM		374,117	374,117
HOUSEHOLD HAZARDOUS WASTE	HHW	856,527	497,028
	CONTINGENCY	-	159,499
	UNAPPROPRIATED	-	200,000
TOTAL HOUSEHOLD HAZARDOUS WASTE		856,527	856,527
SPECIAL ECONOMIC DEVELOPMENT	ADMINISTRATION	2,427,924	1,947,112
	TRANSFERS	-	480,812
TOTAL SPECIAL ECONOMIC DEVELOPMENT		2,427,924	2,427,924
LAW LIBRARY	DISTRICT ATTORNEY	174,025	46,229
	TRANSFERS	-	-
	CONTINGENCY	-	110,300
	UNAPPROPRIATED	-	17,496
TOTAL LAW LIBRARY		174,025	174,025
DISTRICT ATTORNEY	DISTRICT ATTORNEY	15,323	15,323
	TRANSFERS	-	-
	CONTINGENCY	-	-
TOTAL DISTRICT ATTORNEY		15,323	15,323
MUSEUM	ADMINISTRATION	321,476	107,338
	TRANSFERS	22,500	-
	CONTINGENCY	-	177,904
	UNAPPROPRIATED	-	58,734
TOTAL MUSEUM		343,976	343,976
911 COMMUNICATIONS	SHERIFF	1,019,756	1,136,646
	TRANSFERS	253,129	73,333
	CONTINGENCY	-	62,906
TOTAL 911 COMMUNICATIONS		1,272,885	1,272,885
PARKS	ADMINISTRATION	362,389	144,704
	CONTINGENCY	-	60,000
	UNAPPROPRIATED	-	157,685
TOTAL PARKS		362,389	362,389

Fund	Department/Classification	Budget Revenue	Budget Expense
COMMUNITY CORRECTIONS	SHERIFF	2,924,650	2,283,998
	CONTINGENCY	-	550,340
	UNAPPROPRIATED	-	90,312
TOTAL COMMUNITY CORRECTIONS		2,924,650	2,924,650
COURT FACILITIES SECURITY	ADMINISTRATION	178,562	43,000
	CONTINGENCY	-	135,562
TOTAL COURT FACILITIES SECURITY		178,562	178,562
YOUTH THINK	YOUTH SERVICES	120,000	-
	TRANSFERS		120,000
	CONTINGENCY	-	-
	UNAPPROPRIATED	-	-
TOTAL YOUTH THINK		120,000	120,000
KRAMER FIELD	ADMINISTRATION	34,484	34,484
	CONTINGENCY	-	-
TOTAL KRAMER FIELD		34,484	34,484
CLERK RECORDS	COUNTY CLERK	46,203	11,550
	CONTINGENCY		34,653
TOTAL CLERK RECORDS		46,203	46,203
ROAD RESERVE	PUBLIC WORKS	4,972,857	5,972,857
	TRANSFERS	1,000,000	-
TOTAL ROAD RESERVE		5,972,857	5,972,857
CAPITAL ACQUISITIONS	ADMINISTRATION	3,852,873	3,852,873
	TRANSFERS	-	-
TOTAL CAPITAL ACQUISITIONS		3,852,873	3,852,873
911 EQUIPMENT RESERVE	SHERIFF	32,435	30,000
	TRANSFERS	30,000	-
	CONTINGENCY	-	32,435
TOTAL 911 EQUIPMENT RESERVE		62,435	62,435
FACILITY CAPITAL RESERVE	ADMINISTRATION	4,633,223	4,633,223
	TRANSFERS	-	-
	CONTINGENCY	-	-
TOTAL FACILITY CAPITAL RESERVE		4,633,223	4,633,223
GENERAL OPERATING RESERVE	ADMINISTRATION	4,914,592	8,039,125
	TRANSFERS	3,124,533	-

Fund	Department/Classification	Budget Revenue	Budget Expense
	CONTINGENCY	-	-
TOTAL GENERAL OPERATING RESERVE		8,039,125	8,039,125
CDBG GRANT	ADMINISTRATION	560,000	560,000
	CONTINGENCY	-	-
TOTAL CDBG GRANT		560,000	560,000
Total Appropriation		70,009,991	70,009,991
Reserve for Future Expenditure			7,899,704
Fiscal Year 2020 Appropriation			62,110,287



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF ADOPTING THE FISCAL YEAR 2019-2020 BUDGET, TAX LEVY AND
APPROPRIATIONS FOR WASCO COUNTY

RESOLUTION #19-008

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

BE IT HEREBY RESOLVED that the Wasco County Board of Commissioners hereby adopts the Fiscal Year 2019-2020 Budget approved by the Budget Committee of the County on May 14, 2019, Adopted by the Board of Commissioners and now on file in the Finance Office for the amount of \$69,859,991.

BE IT FURTHER RESOLVED that the Board of Commissioners of Wasco County, Oregon hereby imposes the taxes provided for in the adopted budget at the rate of \$4.2523 per \$1,000 of assessed value for operations and that these taxes are hereby imposed and categorized for tax year 2019-2020 upon the assessed value of all taxable property within the district as follows:

	Subject to the General Government <u>Limitation</u>	Excluded From <u>Limitation</u>
General Fund	\$4.2523/\$1,000	

BE IT FURTHER RESOLVED that the amounts and the purposes shown in the attached detail for the Fiscal Year beginning July 1st, 2019, be and hereby are as follows: the total appropriated amount is \$61,960,287, the total amount reserved for future expenditure is \$7,899,704 for a total budget of \$69,859,991.

BE IT FURTHER RESOLVED that the County Clerk certify to the assessor of Wasco County, Oregon the tax levy made by this Resolution.

The above Resolution Statements were approved and declared adopted on this 26th day of June, 2019.

ATTEST

WASCO COUNTY BOARD
OF COMMISSIONERS

Kathy White
Executive Assistant

Steven D. Kramer, Chair

APPROVED AS TO FORM:

Scott C. Hege, County Commissioner

Brad Timmons, County Counsel

Kathy Schwartz, County Commissioner

Fund	Department/Classification	Budget Revenue	Budget Expense
GENERAL	GENERAL	19,987,651	-
	ASSESSMENT & TAXATION	28,500	895,396
	COUNTY CLERK	154,500	367,046
	SHERIFF	324,661	2,485,992
	ADMINISTRATIVE SERVICES	322,925	4,409,343
	ADMINISTRATION	973,310	3,655,182
	DISTRICT ATTORNEY	221,484	707,147
	PLANNING	166,600	899,045
	PUBLIC WORKS	18,065	56,018
	YOUTH SERVICES	215,525	926,276
	TRANSFERS	1,215,271	3,424,162
	CONTINGENCY	-	1,315,341
	UNAPPROPRIATED	-	4,487,544
TOTAL GENERAL		23,628,492	23,628,492
BUILDING CODES GENERAL	BUILDING CODES GENERAL	4,613,050	1,298,938
	TRANSFERS	200,000	450,000
	CONTINGENCY	-	1,381,800
	UNAPPROPRIATED	-	1,682,312
TOTAL PUBLIC WORKS		4,813,050	4,813,050
BUILDING CODES ELECTRICAL	BUILDING CODES ELECTRICAL	922,666	281,827
	TRANSFERS	200,000	450,000
	CONTINGENCY	-	205,839
	UNAPPROPRIATED	-	185,000
TOTAL PUBLIC WORKS		1,122,666	1,122,666
PUBLIC WORKS	PUBLIC WORKS	7,223,492	3,606,810
	TRANSFERS	-	1,000,000
	CONTINGENCY	-	1,729,630
	UNAPPROPRIATED	-	887,052
TOTAL PUBLIC WORKS		7,223,492	7,223,492
COUNTY FAIR	ADMINISTRATION	293,316	195,251
	TRANSFERS	29,000	-
	CONTINGENCY	-	33,000
	UNAPPROPRIATED	-	94,065
TOTAL COUNTY FAIR		322,316	322,316
COUNTY SCHOOL FUND	ADMINISTRATION	424,440	424,440
TOTAL COUNTY SCHOOL FUND		424,440	424,440
LAND CORNER PRESERVATION	PUBLIC WORKS	103,957	24,513
	TRANSFERS	-	-

Fund	Department/Classification	Budget Revenue	Budget Expense
	CONTINGENCY	-	39,940
	UNAPPROPRIATED	-	39,504
TOTAL LAND CORNER PRESERVATION		103,957	103,957
FOREST HEALTH PROGRAM	FOREST HEALTH	374,117	50,000
	TRANSFERS	-	119,459
	CONTINGENCY	-	204,658
TOTAL FOREST HEALTH PROGRAM		374,117	374,117
HOUSEHOLD HAZARDOUS WASTE	HHW	856,527	497,028
	CONTINGENCY	-	159,499
	UNAPPROPRIATED	-	200,000
TOTAL HOUSEHOLD HAZARDOUS WASTE		856,527	856,527
SPECIAL ECONOMIC DEVELOPMENT	ADMINISTRATION	2,397,924	1,917,112
	TRANSFERS	-	480,812
TOTAL SPECIAL ECONOMIC DEVELOPMENT		2,397,924	2,397,924
LAW LIBRARY	DISTRICT ATTORNEY	174,025	46,229
	TRANSFERS	-	-
	CONTINGENCY	-	110,300
	UNAPPROPRIATED	-	17,496
TOTAL LAW LIBRARY		174,025	174,025
DISTRICT ATTORNEY	DISTRICT ATTORNEY	15,323	15,323
	TRANSFERS	-	-
	CONTINGENCY	-	-
TOTAL DISTRICT ATTORNEY		15,323	15,323
MUSEUM	ADMINISTRATION	321,476	107,338
	TRANSFERS	22,500	-
	CONTINGENCY	-	177,904
	UNAPPROPRIATED	-	58,734
TOTAL MUSEUM		343,976	343,976
911 COMMUNICATIONS	SHERIFF	1,019,756	1,136,646
	TRANSFERS	253,129	73,333
	CONTINGENCY	-	62,906
TOTAL 911 COMMUNICATIONS		1,272,885	1,272,885
PARKS	ADMINISTRATION	362,389	144,704
	CONTINGENCY	-	60,000
	UNAPPROPRIATED	-	157,685
TOTAL PARKS		362,389	362,389

Fund	Department/Classification	Budget Revenue	Budget Expense
COMMUNITY CORRECTIONS	SHERIFF	2,924,650	2,283,998
	CONTINGENCY	-	550,340
	UNAPPROPRIATED	-	90,312
TOTAL COMMUNITY CORRECTIONS		2,924,650	2,924,650
COURT FACILITIES SECURITY	ADMINISTRATION	178,562	43,000
	CONTINGENCY	-	135,562
TOTAL COURT FACILITIES SECURITY		178,562	178,562
YOUTH THINK	YOUTH SERVICES	120,000	-
	TRANSFERS		120,000
	CONTINGENCY	-	-
	UNAPPROPRIATED	-	-
TOTAL YOUTH THINK		120,000	120,000
KRAMER FIELD	ADMINISTRATION	34,484	34,484
	CONTINGENCY	-	-
TOTAL KRAMER FIELD		34,484	34,484
CLERK RECORDS	COUNTY CLERK	46,203	11,550
	CONTINGENCY		34,653
TOTAL CLERK RECORDS		46,203	46,203
ROAD RESERVE	PUBLIC WORKS	4,972,857	5,972,857
	TRANSFERS	1,000,000	-
TOTAL ROAD RESERVE		5,972,857	5,972,857
CAPITAL ACQUISITIONS	ADMINISTRATION	3,852,873	3,852,873
	TRANSFERS	-	-
TOTAL CAPITAL ACQUISITIONS		3,852,873	3,852,873
911 EQUIPMENT RESERVE	SHERIFF	32,435	30,000
	TRANSFERS	30,000	-
	CONTINGENCY	-	32,435
TOTAL 911 EQUIPMENT RESERVE		62,435	62,435
FACILITY CAPITAL RESERVE	ADMINISTRATION	4,633,223	4,633,223
	TRANSFERS	-	-
	CONTINGENCY	-	-
TOTAL FACILITY CAPITAL RESERVE		4,633,223	4,633,223
GENERAL OPERATING RESERVE	ADMINISTRATION	4,914,592	8,039,125
	TRANSFERS	3,124,533	-

Fund	Department/Classification	Budget Revenue	Budget Expense
	CONTINGENCY	-	-
TOTAL GENERAL OPERATING RESERVE		8,039,125	8,039,125
CDBG GRANT	ADMINISTRATION	560,000	560,000
	CONTINGENCY	-	-
TOTAL CDBG GRANT		560,000	560,000
Total Appropriation		69,859,991	69,859,991
Reserve for Future Expenditure			7,899,704
Fiscal Year 2020 Appropriation			61,960,287



MOTION

SUBJECT: Wasco County Budget Resolution Motions

Motion to adopt budget with changes as recommended: I move to approve Resolution 19-011 adopting the Fiscal Year 2020 Budget, Tax Levy and Appropriations for Wasco County with changes as presented and outlined in the budget detail.

Motion to adopt budget without changes: I move to approve Resolution 19-008 adopting the fiscal year 2020 Budget, Tax Levy and appropriations for Wasco County.



DISCUSSION LIST

[ESRI GIS SOFTWARE AGREEMENT RENEWAL](#) – Tycho Granville



May 30, 2019

Tycho Granville
County of Wasco
511 Washington St Ste B16
The Dalles, OR 97058-2237

Dear Tycho,

The Esri Small Municipal and County Government Enterprise Agreement (EA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise agreement.

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.
2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com fax
documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Heather Glock



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/29/2019 To: 8/27/2019

Quotation # Q-388519

Date: May 30, 2019

Customer # 125314 Contract #

County of Wasco
Information Services Dept
511 Washington St Ste B16
The Dalles, OR 97058-2237

ATTENTION: Tycho Granville
PHONE: (541) 506-2658
EMAIL: tychog@co.wasco.or.us

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$25,500.00	\$25,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 2	\$25,500.00	\$25,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 3	\$25,500.00	\$25,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				

Subtotal: \$76,500.00

Sales Tax: \$0.00

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$76,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Heather Glock

Email:

hglock@esri.com

Phone:

909-793-2853 x8948

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076

GLOCKH

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-1)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Publisher, ArcGIS Network
 Analyst, ArcGIS Schematics, ArcGIS Workflow
 Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase
 Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS
 Developer*
 Two (2) Esri CityEngine Advanced Single Use
 Licenses
 50 ArcGIS Online Viewers
 50 ArcGIS Online Creators
 10,000 ArcGIS Online Service Credits
 50 ArcGIS Enterprise Creators
 2 Insights for ArcGIS for use with ArcGIS Enterprise
 2 Insights for ArcGIS for use with ArcGIS Online

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

* Maintenance is not provided for these items

** Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.

- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer

the Products to Customer or uninstall, remove, and destroy all copies of the Products.

- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.