



February 7, 2024 BOCC Session

Wasco County

Feb 7, 2024 9:00 AM - 1:00 PM PST

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**XIII. Executive Session - Pursuant to ORS 192.660(2)(h) Conferring with Legal Counsel;
ORS 192.660(2)(e) Real Property Transactions**



AGENDA: REGULAR SESSION

WEDNESDAY, FEBRUARY 7, 2024

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

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

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

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

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

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

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

9:00 a.m.	CALL TO ORDER/PLEDGE OF ALLEGIANCE Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. Corrections or Additions to the Agenda Discussion Items: Lane Council of Governments Amendment; Waste Connections/Tri-County Hazardous Waste IGAs; MDT Agreement; District Attorney Updates; Building Codes Amendment; China Hat Renaming Request; Appointments; ARPA Closeout (Routine Items or Items of general Commission discussion/action, not otherwise listed on the Agenda) Consent Agenda: 12.20.2023 Regular Session Minutes; Fair Board MOUs; EMPG Grant Agreement (Items of a routine nature: minutes, documents, items previously discussed.) Public Comment at the discretion of the Chair (3 minute limit unless extended by Chair)
Times are Approximate	
9:30 a.m.	Codes Compliance Ordinance Hearings – Ted Palmer
10:15 a.m.	Planning Appeal Hearing – Continued – Daniel Dougherty
10:25 a.m.	Lane County Assessments & Levies Report Solution IGA – Jill Amery
10:35 a.m.	Radio Project – Lane Magill/Scott Williams
10:55 a.m.	Building Codes Updates – Kylee Ruby
11:10 a.m.	ORMAP Agreement – Ivan Donahue
11:20 a.m.	EDC Priority List – Carrie Pipinich
BREAK	
1:30 p.m.	Kramer Field Discussion
2:00 p.m.	Executive Session – Pursuant to ORS 192.660 (2)(h) Conferring with Legal Counsel; ORS 192.660(2)(e) Real Property Transactions
	COMMISSION CALL
	NEW/OLD BUSINESS
	ADJOURN

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



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
FEBRUARY 7, 2024

This meeting was held in person and on Zoom

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

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

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

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

Changes to the Agenda: Planning Hearing cancelled; Comment Letter for Senate Bill 1537

Discussion Item – Lane Council of Governments IGA Amendment

Planning Director Kelly Howsley-Glover explained that this is the IGA is for the Hearings Officer. We had a 1 year contract and are seeking to renew for 3 years. Although we have had limited experience, the Hearings Officer has been responsive, efficient, and effective.

Commissioner Brady asked if other counties are using this service. Ms. Howsley-Glover replied that they do so through individual contracts.

Vice-Chair Hege pointed out that the contract has a cap of \$50,000 per year. He asked how much we actually spend. Ms. Howsley-Glover stated that last year we spent under \$1,000.

{{{Commissioner Brady moved to approve Amendment 1 to the Lane Council of Governments IGA for Hearings Officer Services. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion Item – Waste Connections Agreements

Ms. Howsley-Glover reviewed the memo included in the Board Packet stating that renewal negotiations were amiable; these are really just updates. She said that the lease rates are not changing. The functions changed as to services. Vice-Chair Hege observed that we have our facility on their property. He asked what they do besides housing the facility. Chair Kramer responded that they are

an outstanding partner – we could not do this work without them. We do the events, but are currently working with Cleaner Earth to take over the rural events. It is possible that we would do that throughout the service area. Those conversations are ongoing at the Steering Committee. Waste Connections has staff trained to step in for events in case we do not have someone available.

Vice-Chair Hege asked if the events are still free to the public. Chair Kramer stated that they are.

{{{Commissioner Brady moved to approve the Amended and Restated Ground Sublease and Operations Agreements with Waste Connections. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion Item – Multidisciplinary Team IGA

Deputy District Attorney Danielle DeCant explained that she took on this cycle of the grant process which is related to the Child Abuse Multidisciplinary Intervention Fund. Our Multidisciplinary Team (MDT) is held at the Department of Human Services and is intended to make sure no children fall through the cracks. The second part of the program is the child advocacy center – SafeSpace. That is where forensic interviews by well-trained staff are held. The process also makes sure that questioning is done in such a way that it does not compromise the case. There is an additional stipend for the child abuse prosecutor.

Ms. DeCant stated that the grant was over budget due to an expansion of SafeSpace. They are adding staff and services as well as moving to a larger building. They requested a 25% increase in funding; we reviewed the budget to see what we can reasonably afford. Historically, the MDT agreement is for 2-years to match the grant cycle. This time will be for one year as they seek further funding.

Commissioner Brady said he understood that SafeSpace was raising funds for a new building. Ms. DeCant replied that they have purchased the building and plan to move in April. Interview equipment needs to be installed such as 1-way glass and recording equipment.

Vice-Chair Hege asked about the composition of the MDT and its mission. Ms. DeCant said that Child Protective Services oversees the team through DHS. Team members include a prosecutor, law enforcement, schools, public health and a SafeSpace doctor. They review cases and make recommendations for moving forward. This emerged from Carly's Law; a child died in a case overseen by a new CPS working without a lot of experience or oversight.

{{{Vice-Chair Hege moved to approve the Agreement between Wasco County's Child Abuse MultiDisciplinary Team and Safespace Children's

Advocacy Center of The Gorge for the provision of services. Commissioner Brady seconded the motion which passed unanimously.}}

Discussion Item – District Attorney Updates

Wasco County District Attorney Matthew Ellis explained that the City of The Dalles is terminating an IGA that was put into place under the previous District Attorney. The Municipal Court stopped hearing misdemeanors which then started coming to the DA's office. That increased the DA's case load significantly. He provided the Commissioners with a report detailing the increases (see attached). The report is the same that he presented to City Council. Cases have close to doubled over the last couple of years.

The City was contributing funds which allowed for the addition of a third Deputy District Attorney (DDA); a position which will now have to be cut. He said that we are losing a DDA this month and he is not comfortable filling that position without the additional funding. In the short term he can take on more cases and Gilliam County DA Davis has agreed to take more but that is not sustainable.

DA Ellis said that there are 3 solutions: 1) the City takes their misdemeanors back to Municipal Court; 2) they support the DA's office with funding to prosecute the misdemeanors; or 3) fewer misdemeanors will be prosecuted. He said that he looked at all similarly-sized Oregon municipalities (14,000-18,000 population) and all but one within those parameters prosecute misdemeanors through their Municipal Court.

Commissioner Brady said he attended the City Council meeting and said that our DA made a good presentation. He said several council members leaned heavily on the idea that the arrangement was intended to be temporary without any discussion as to why that would be the case. He noted that the City is entering into budget talks and we need to make the ask that they include this in their budget.

Vice-Chair Hege asked if there is any contemplation at the City for them to bring it back to Municipal Court. DA Ellis replied that if they did, it would reduce his office's case load by about 300. Right now they refer more than 60% of the DA Office's cases which is up from 40%. He said he has heard rumblings but he does not know if it is feasible. They may not be able to find and pay attorneys; it would be a big lift.

Vice-Chair Hege commented that if the City does not want to continue the IGA, taking the cases back to Municipal Court seems to be the most viable option.

Discussion Item – Building Codes Services Amendment

Mr. Stone explained that, historically, Hood River and Wasco County have had an MOU to support each other's Building Codes offices through staffing. In the past, Hood River paid Wasco County; now, Hood River is covering us and they would like to be able to bill the same way we were doing in the past. Their Building Official is our acting Building Official. They are doing a heavy lift for us. This updates the MOU so that they can be compensated for the work they are doing for us.

Commissioner Brady asked if payment is made when either is disproportionately working on behalf of the other. Mr. Stone said that can be the case. He said they track it all in the system to help make sure that the agreement is proportional.

Vice-Chair Hege observed that looking at the budget, this is probably a wash for operating costs. Mr. Stone concurred.

Chair Hege asked about the legal review. Ms. Clark explained that County Counsel has already reviewed the agreement but it could potentially come back from Hood River with changes at which time County Counsel would review it again.

{{Vice-Chair Hege moved to authorize the Administrative Officer to execute Amendment 1 to the Reciprocal and Building Department Services IGA pending finalization from Hood River County and legal review. Commissioner Brady seconded the motion which passed unanimously.}}

Agenda Item – Code Compliance Ordinance Hearings

AMENDED CODE COMPLIANCE ORDINANCE HEARING

At 9:32 a.m., Chair Kramer opened a hearing for 921-23-000173, a review of a recommendation by the Wasco County Planning Department for a legislative hearing to consider approving revisions to the Wasco County Code Compliance and Nuisance Abatement Ordinance. He went on to explain the process and procedure for the hearing.

Code Compliance Officer Ted Palmer reviewed the presentation and materials included in the Board Packet explaining that they had the assistance of legal counsel to identify issues. He stated that Chapter 4 is a newly created chapter containing many items that were previously included in Chapter 3. Chapter 4 clearly describes, in order, how the process works. Enforcement is an expensive process and used sparingly; however, it is important to consider impacted property owners.

Commissioner Brady asked why the conditional use definition on page 6 is being removed. Mr. Palmer explained that it is not being removed – just relocated. Ms.

Howsley-Glover stated that a conditional use is something that is not usual for a zone. For example, in the farm zones we would expect agricultural production and a farm dwelling. However, if the owner wanted to host agricultural tourism, that would be considered conditional and has additional criteria for approval. Staff would want to make sure that it is not having an impact on adjacent properties or the environment; therefore, conditions such as frequency and hours of operation might be applied.

Commissioner Brady asked if those decisions are made by Planning staff. Ms. Howsley-Glover replied that some are made by staff, some by the Planning Commission and some by the Hearings Officer. It only goes to the Board of Commissioners on appeal or other special circumstances.

Vice-Chair Hege asked about the mark-up process saying that it is difficult to know what is new, what is being removed, what is being relocated, etc. A discussion ensued; the group concluded that additional formatting work needs to be done in order to make the changes more clear.

Commissioner Brady asked how this set of ordinances interacts with City ordinances. Mr. Palmer replied that we do not cross over into the cities. We do have a joint management agreement with City of The Dalles for the area outside of the City Limits but within the urban growth boundary; that is for nuisance items only. Otherwise, our ordinances only apply in unincorporated areas of the county.

Chair Kramer opened the floor to public comment. Mary Beth Richman asked if this ordinance applies only to rural residential properties. Ms. Howsley-Glover replied that it applies to all unincorporated lands in the county.

Ms. Richman noted that this was proposed in 2018 and asked why it was not approved at that time. Ms. Howsley-Glover stated that this has been a staff priority since 2012.

Ms. Richman asked if the underlined portion of Chapter 1, 1.005 is new or from another place. Mr. Palmer explained that it is language that is in the current ordinance.

Ms. Richman said there was a recent situation where someone had someone living on their property illegally and wanted them removed. Ms. Howsley-Glover commented that if there are no trespassing signs, staff cannot go on the property. Staff works directly with the landowner and in 99% of the cases, they are happy to provide access. We have other tools to investigate such as the Assessor's footage and common aerial imagery which is a good first step.

Chair Kramer said that in the interest of time and such a full agenda, he would

like to suggest that Ms. Richman meet with staff to get answers to her remaining questions. Ms. Richman said that would be acceptable.

The Board provided direction to staff to clean up the markup process to make the changes evident.

Vice-Chair Hege read the title of the ordinance into the record: Ordinance 24-00 In the matter of the Wasco County Planning Department's request to adopt revisions to the Wasco County Code Compliance and Nuisance Abatement Ordinance, hereafter known as the Wasco County Code Compliance Ordinance.

Chair Kramer announced that the 2nd hearing for this Ordinance would take place at 9:30 a.m. on February 21, 2024.

The hearing was closed at 10:09 a.m.

CODE COMPLIANCE PENALTY ORDINANCE HEARING

At 10:09 a.m., Chair Kramer opened a hearing for 921-23-000174, a review of a recommendation by the Wasco County Planning Department for a legislative hearing to consider adopting the Wasco County Code Compliance Penalty Ordinance. He went on to explain the process and procedure for the hearing.

Code Compliance Officer Ted Palmer reviewed the presentation and materials included in the Board Packet saying that this is hybrid of Ordinances from other counties and merges administrative and statutory penalties. We currently have a 3-tier penalty schedule; the new ordinance has 4 tiers to allow for expansion.

Vice-Chair Hege noted that this is all new and needed to help with enforcement. Ms. Howsely-Glover said that there are components of this Ordinance that exist in the current Code Compliance Nuisance and Abatement Ordinance. Counsel suggested that we place the penalty items in a separate ordinance to simplify updates and clarify the process.

Vice-Chair Hege pointed out that Code Compliance in Wasco County is complaint driven. If a complaint comes in, we investigate. We have had cases of hoarding and this is an effort to address those situations. We are trying to find a better way to deal with these circumstances more efficiently, fairly and within a defined procedure.

Commissioner Brady said he appreciates the clarity of the document. He asked how the 3 priorities match with the 4 classifications. Mr. Palmer replied that is outlined in 1.1010; Class D is for future expansion.

Commissioner Brady asked if 1.1015 determination of fines happens early in the

process. Mr. Palmer responded that it would not be established until voluntary compliance has failed. For land use violations, the amount of the penalty will likely be the cost for a permit as incentive to comply. Ms. Howsley-Glover added that the penalties are not something we assess; the Hearings Officer actually delivers the amount. County staff makes recommendations for both the land use violations and nuisance abatement.

Chair Kramer opened the floor to public comment. There was none.

Vice-Chair Hege read the title of the ordinance into the record: Ordinance 24-002 In the matter of the adoption of the Wasco County Code Compliance Penalty Ordinance.

Chair Kramer announced that the 2nd hearing for this Ordinance would take place at 9:30 a.m. on February 21, 2024.

The Hearing was closed at 10:24 a.m..

Agenda Item – Planning Appeal/Comment Letter SB1537

Ms. Howsley-Glover reported that the applicant and appellant settled outside of Land Use proceedings. That means that the replat will move forward as approved. She said that she is not privy to the details of the settlement; some restrictive covenants are rumored. She said she will bring the topic of restrictive covenants back to the Board at a future date to explain the implications of those covenants.

Vice-Chair Hege observed that when someone comes to an agreement outside of our process, we have no control. Ms. Howsley-Glover concurred. She said that one of the reasons it is of concern is the impact on housing availability.

Vice-Chair Hege asked if private restrictions are more prevalent here than elsewhere. Ms. Howsley-Glover said she does not know about elsewhere, but it is significant here.

Vice-Chair Hege asked what those restrictions might be. Ms. Howsley-Glover replied that it could be restricting future development in perpetuity. She said she will bring more detail in the future.

Ms. Howsley-Glover stated that the Governor is pushing for a housing omnibus bill that previously failed - Senate Bill 1537. A hearing is scheduled for tomorrow morning at 8 a.m.; it is important for the Board to offer some testimony; Planning has some recommended revisions and some concerns.

Commissioner Brady asked about an addition to the urban growth boundary in conjunction with the Columbia River Gorge Commission. Ms. Howsley-Glover

stated that it would be complex. There are other jurisdictions that may be interested in taking advantage of this. One of our concerns is The Dalles. If there is over 20 acres not in use, you cannot expand. The school has 67 acres in reserve for future use which would prevent expansion. We are asking for an amendment to address that.

*****The Board was in consensus to sign a letter of comment regarding House Bill 1537.*****

Agenda Item – Lane County Assessments & Levies Report Solution

County Assessor/Tax Collector Jill Amery reviewed the memo included in the Board Packet. She explained that each required report can take days to produce. One report has over 5,000 lines of code; it is an arduous process. XTR has specialists and we will be sharing the cost for their services. This will allow us to produce reports with the push of a button and will leave less room for error. In some cases, we will be able to produce the report ourselves.

Commissioner Brady asked if this might come back to us at some point in the future. Ms. Amery said we are working on that, but are not there yet.

{{Vice-Chair Hege moved to approve the IGA between Wasco, Yamhill, and Lane Counties for the Summary of Assessment & Levies report solution. Commissioner Brady seconded the motion which passed unanimously.}}

Agenda Item – Radio Project

Chief Deputy Scott Williams reviewed the memo and materials included in the Board Packet. He said that the Sheriff's Office has been working on this for years but it has been cost prohibitive. The current VHF radio system creates safety issues due to communications loss in our 2,500 square mile county. Studies have been conducted to discover an affordable solution to the issue. ODOT has a reliable system; an agreement is being negotiated for us to use that system. We have tested it. It works well. It has a significant start-up cost but the annual ongoing cost is \$35,000.

Chief Deputy Williams stated that to build our own system would cost \$800,000 per tower for start-up costs and an annual maintenance cost of \$400,000. Ten years ago the system at our 911 center was upgraded to the same system used by ODOT. The Sheriff's Office has budgeted for this. They have looked for grants and found none but have reserved the funds to do this project. The current system will still be viable; we will keep that system and maintain it as a back-up. In addition, that system will help the Road Department and the south county volunteer agencies. The VHS equipment will be surplussed to them.

Commissioner Brady asked if our current system uses relay towers. Chief Deputy Williams responded affirmatively. He said that by maintaining those, we will have a backup system which we do not have now. ODOT will be giving us some repeaters. We are the first non-state agency to join ODOT. He said he recently spoke with the Clatsop County Sheriff who was shocked at the low cost; they have their own and pay \$33,000 per year per tower to maintain the system.

Commissioner Brady asked for further explanation of simulcast. Chief Deputy Williams said that it means we are not repeater dependent. Commissioner Brady asked if a channel can become overused. Chief Deputy Williams replied that we will have our own frequencies.

Vice-Chair Hege asked if we are removing VHF radios from our vehicles. Chief Deputy Williams stated that the new radios will have dual capabilities.

Vice-Chair Hege noted that years ago we rejected the ODOT system; he asked what has changed. Chief Deputy Williams said that he thinks it was just personal opinion; it took an outside company coming in to evaluate and point out that this is really the smartest option.

*****The Board was in consensus to move forward with the Sheriff's Office Radio ODOT Radio Project.*****

Agenda Item – Building Codes Updates

Deputy Building Official Kylee Ruby reviewed the materials included in the Board Packet. She provided more legible copies of the budget (attached).

Vice-Chair Hege asked how our permit numbers compare to Hood River County. Building Official Mark VanVoast replied that it does not compare due to one large company doing work in Wasco County. If you were to remove those permitting numbers, the statistics would be similar. The inspection numbers are also deceiving because on big commercial jobs you can conduct a number of inspections on a single visit.

Vice-Chair Hege noted that our personnel expenses will be down but we will be compensating Hood River for the staff they send. Ms. Ruby said that they have been looking at what is needed to fill our vacant positions. We have hired an entry level inspector who is getting good training from Hood River. We are also looking to add another support staff person which will free Ms. Ruby up to do inspections. She said that she is certified and could help fill in gaps.

Mr. VanVoast introduced Chad Lindley who he said had worked with them part-time for a few months and they have brought him on full-time; he has been a great addition to the team. They also have a seasonal inspector out of

Goldendale who has 35 years of experience. He works from May to October. It is a budget friendly arrangements as he does not get paid in the winter when there is less work.

Commissioner Brady asked if we get called in for solar projects. Ms. Ruby replied that we do the electrical inspections. They are wrapping up their current project and starting a larger project in Wasco County.

Vice-Chair Hege stated that he has had no complaints and is curious to know how we are doing on our turn-around time for inspections. Ms. Ruby responded that the only inspections she has delayed were due to the recent weather event. We can usually get an inspector out by the next day if not same day.

Vice-Chair Hege said he recently fielded a question regarding the turnaround time for a building permit on commercial structure. Ms. Ruby said it is usually 2-4 weeks. Mr. VanVoast said a lot of that depends on the quality of the application and the detail provided.

Vice-Chair Hege thanked Mr. VanVoast for the support provided by Hood River. Mr. VanVoast said they are excited; it is all still pretty new. He said they are doing trainings and working out the logistics of group trainings. They strive to continue to improve.

Agenda Item – ORMAP Agreement

Survey and Engineering Technician Ivan Donahue said this is the 12th grant for this long-term project; this grant will close out December 31, 2024. It will support the work for 882 tax lot conversions for the tax map. He reviewed the map included in the Board Packet along with two maps (attached) illustrating the improvement from the old maps to the new maps.

Vice-Chair Hege asked if all the field work is done. County Surveyor Bradley Cross responded affirmatively. He said the remapping process is slow in the cities. ORMAP is well-funded and will support us.

Chair Kramer asked about how much longer the process will take. Mr. Donahue said he predicts it will be another 6 years.

Commissioner Brady asked if there will be a time in the future that the GIS map will show the tax information. Ms. Amery said that has been a goal but right now the different systems do not talk to one another. Our Information Systems Department is looking at that.

Vice-Chair Hege asked where they will start working once The Dalles is completed. Mr. Cross said they are thinking about Tygh Valley due to the changes in the flood map. He added that this work is very important, inaccurate

maps can create a cascade of issues.

{{{Commissioner Brady moved to approve ORMAP IGA Contract #DOR-257-23. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item – EDC 2024 Project Priority List

Mid-Columbia Economic Development District Deputy Director of Economic Development Carrie Pipinich reviewed the memo included in the Board Packet. She explained that they met with communities throughout the county to reflect and respect their project needs. They utilized prioritization criteria to rank projects. These criteria included if the project provides critical infrastructure, readiness to proceed, and where the project is in the funding process. The list goes to the Economic Development Commission for review and the results of that are the list being presented to the Board today. The list contains the top-ten projects plus a high level list along with details.

Chair Kramer noted that Dufur School is at number 5 on the top ten list but the Maupin Deschutes Rim Health Clinic is not on the list. Ms. Pipinich said that they are on the outreach list but she does not think they responded. If they do not participate, we cannot add them to the list. Commissioner Brady said that he believes their biggest issue right now is staffing. They have had some help from the Columbia Gorge Health Council and are connecting with other organizations such as the South Wasco Alliance.

Mr. Stone said he would like to get the Resolution Center on the list. Commissioner Brady suggested that Pine Grove Water District could be moved; they have already secured funding through USDA and Business Oregon. Ms. Pipinich said that she thinks they are still looking for funding but the ranking will not have a huge impact; they can reference last year's list.

Vice-Chair Hege said he would be fine with that. He asked if we did not participate in the process for the Resolution Center. Mr. Stone said that when the process was ongoing, we believed we were fully funded. Then our community partner pulled out and we have had to start the funding process over again.

Chair Kramer noted that another reason to have it on the list is that it is a regional project that meets the Governor's top three priorities. He said he has sent a packet of information to State officials and this would help our efforts. Ms. Pipinich said she can work with Mr. Stone to get language to add the project to the list.

Mr. Stone asked if we need to take this back to the EDC. Ms. Pipinich replied that the list is the Board's prerogative.

Vice-Chair Hege suggested that we just switch out Pine Grove for the Resolution Center; we could put it at #1 but that seems a little heavy handed. After some discussion the Board determined that anywhere on the top ten list is sufficient.

*****The Board was in consensus to move the Crisis Resolution Center Project to position #4 on the top ten list of the EDC Top Priority Project List and place the Pine Grove Water Project on the High Level list.*****

Ms. Pipinich said she would update the EDC at their next meeting.

Vice-Chair Hege noted that House Bill 4042 has been submitted by Business Oregon to help fund development of industrial sites around the state; #7 on the

Discussion Item – Chinaman Hat Renaming Request

Discussion ensued regarding the names being proposed to the Board on Geographic Names to replace the name Chinaman's Hat, a 3,600 foot tall butte with a distinct conical shape, located in Wasco County. The names being proposed are China Hat and Bath Hat.

*****After brief discussion, the Board was in consensus to submit a letter in support of China Hat as the new name for the butte.*****

Discussion Item – Appointments

Ms. Clark reviewed the memo included in the Board Packet regarding the Public Transportation Advisory Committee appointment.

Ms. Clark explained that there is an opening on the Compensation Committee which is scheduled to meet on March 14, 2024. Statute requires a minimum of 3 members on the Committee; an appointment will need to be made in order to move forward with this year's meeting.

{{Vice-Chair Hege moved to approve Order 24-001 appointing Christopher Howell to the Public Transportation Advisory Committee and 24-002 appointing Mike Kilkenny to the Wasco County Compensation Committee. Commissioner Brady seconded the motion which passed unanimously.}}

Discussion Item – ARPA Closeout

Mr. Stone explained that the ARPA Funding has been closed out; however, one of the projects supported by that funding came in under budget leaving a surplus. He requested that \$75,000 of that funding be directed to the Mosier Hub Project with a couple of other projects on the horizon for the remainder of the funds.

*****The Board was in consensus to direct the Administrative Officer to use**

\$75,000 of surplus ARPA Funding to contribute to the Mosier Hub Project.***

Consent Agenda – 12.20.2023 Minutes; Fair Board Agreements; EMPG Agreement

Mr. Stone said that the Fair Board/Wasco County MOU outlines roles and responsibilities. While examples were given, it is not an all-inclusive list. It discusses 2 roles, Fair Ground Manager and Fair Board Manager. Those roles can be filled by 1 person or by 2; currently the roles are being filled by 1 person.

Vice-Chair Hege asked if anything is really changing in the 4H MOU. Mr. Stone said that similar to the other MOU, this is just to get on paper who does what.

Chair Kramer, President of the Fair Board, said that the Fair Board is currently reviewing their Strategic Plan to align with the MOUs, bylaws, and State statute.

Fair Board Member Ken Polehn said the Board put a lot of effort into the Strategic Plan a few years ago. The MOUs just codify what we have already been doing. He said the Fair Board appreciates the Commissioners' support.

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

At 12:09 p.m. Chair Kramer called for a recess

The Session resumed at 1:30 p.m.

Agenda Item – Kramer Field Discussion

Vice-Chair Hege said that he has talked with all the Park and Recreation District Board Members and staff. He attended the last Park and Recreation Board Meeting to talk about Kramer Field. They have determined that they do not have the budget or staff to participate in the maintenance of the facility. He said he has started meeting with the Little League and other Kramer Field users.

Vice-Chair Hege said that what is needed is an MOU for the field laying out responsibilities of the County and the users; we can use the Park and Recreation MOU as a starting point. There will also need to be field use agreements. He stated that Mr. Stone has a draft of the MOU so it should not take long to finalize that document; we could approve those at the next Board session. He added that the users have asked for some changes and he has added some things such as the puncture vines where we would work collaboratively.

Vice-Chair Hege went on to say that as far as the bigger capital items which are outside of the MOU and operations, we will not be able to get them done by April. However, we can start looking at them and prioritize that list. Parks and

Recreation may be willing to help. We want to make the fields usable and easier to maintain. Parks did say that they are willing to consider re-engaging next year and want to see a proposal in the next few months. He said he would like to continue to work on that as well as building the relationship.

Commissioner Brady asked what the role of Parks and Recreation would be for this season. Vice-Chair Hege said it would only be advisory.

Commissioner Brady asked if the vision is to take on some improvements right away such as the dugouts. Vice-Chair Hege replied that they will prioritize the list of items and start there.

Vice-Chair Hege said that Little League oversees one side of the facility; other groups go through them for scheduling. Wasco County provides irrigation and weekly mowing along with keeping the grounds fertilized and weed controlled. The Little League will report any vandalism. They also maintain Little League equipment and make no unauthorized alterations to the field. Replacing the dugouts will be on the list.

Little League President Katie Kelley announced that their season begins in March; opening day is in April

Commissioner Brady said that in the short-term we will want staff to work with the City for the Transient Room Tax (TRT). For the long term, he said that he is in strong opposition to anything that would cause the County to lose ownership of the property. He aside if the new arrangement will require us to increase our staff. Vice-Chair Hege replied that he has been talking with Mr. Stone; it is really his responsibility.

Chair Kramer thanked Vice-Chair Hege for his efforts and agreed with Commissioner Brady looking at the long-term. He pointed out that the County has a number of properties including the recently acquired 159 acres, the Fair Grounds, the annexes, 10th Street properties and a big building downtown. We will need a larger staff for all of that.

Commissioner Brady asked who the points of contact will be. Mr. Stone said that Ms. Kelley will be the user group's contact and ours will be Administrative Services Director Ali Postlewait and Facilities Manager Robert Hughes.

Commissioner Brady said we can authorize management to purchase equipment, staff facilities, and work with the City while the agreements are being finalized.

*****The Board was in consensus to direct staff to purchase equipment, staff facilities, work with the City, prepare the field and finalize relevant documents for Kramer Field.*****

Commission Call

Vice-Chair Hege reported that the legislative short session is underway as of Monday. He said he would like to put together a support letter for House Bill 4042.

Commissioner Brady said that the Executive Director of North Central Public Health will be retiring; they will begin the search for a new director. He said that the Cascade High Voltage Line is moving forward; its purpose is to move electricity for our renewable energy sites to the areas of need. He said that during the recent winter storm there was great collaboration between public and private entities to get people sheltered; our annex was featured on ABC news. He concluded by saying that he will be going to Washington D.C. with the Outreach Team.

Chair Kramer said he has been spending most of his time on the Fair, Health and Human Services, and recycling. Last Friday he met with the Governor regarding fairground funding and has been invited back for another meeting after the short session. The Oregon Fair would like to make some changes to statute. Public Safety continues to collaborate to work on Measure 110; the task force added co-chairs from Ways and Means. OHA appointed an interim director today; he met with her Monday evening and talked about the Columbia Gorge Crisis Resolution Center. Representative Helfrich has indicated that things do not look too bad for us. Recycling still has a lot of work to do. Two producer responsibility organizations were submitting plans; one has dropped out. The Committee is looking forward to seeing the remaining plan.

Agenda Item – Executive Session

At 1:59 p.m., Chair Kramer opened an Executive Session pursuant to ORS 192.660(2)(h) to confer with legal counsel and ORS 192.660(2)(e) Real Property Transactions. He explained the process for the Executive Session and instructed the media to not record or report anything discussed in Executive Session except the general topic as previously stated.

The Regular Session resumed at 4:25 p.m.

Chair Kramer adjourned the meeting at 4:25 p.m.

Summary of Actions

MOTIONS

- **To approve Amendment 1 to the Lane Council of Governments IGA for Hearings Officer Services.**
- **To approve the Amended and Restated Ground Sublease and**

Operations Agreements with Waste Connections.

- **To approve the Agreement between Wasco County's Child Abuse MultiDisciplinary Team and Safespace Children's Advocacy Center of The Gorge for the provision of services.**
- **To authorize the Administrative Officer to execute Amendment 1 to the Reciprocal and Building Department Services IGA pending finalization from Hood River County and legal review.**
- **To approve Order 24-001 appointing Christopher Howell to the Public Transportation Advisory Committee and 24-002 appointing Mike Kilkenny to the Wasco County Compensation Committee.**
- **To approve the Consent Agenda: 12. 20.2023 Minutes; Fair Board Agreements; EMPG Agreement.**
- **To approve ORMAP IGA Contract #DOR-257-23.**

CONSENSUS

- **To sign a letter of comment regarding House Bill 1537.**
- **To move forward with the Sheriff's Office Radio ODOT Radio Project.**
- **To move the Crisis Resolution Center Project to position #4 on the top ten list of the EDC Top Priority Project List and place the Pine Grove Water Project on the High Level list.**
- **To submit a letter in support of China Hat as the new name for the butte.**
- **To direct the Administrative Officer to use \$75,000 of surplus ARPA Funding to contribute to the Mosier Hub Project.**
- **To direct staff to purchase equipment, staff facilities, work with the City, prepare the field and finalize relevant documents for Kramer Field.**

Wasco County
Board of Commissioners



Steven D. Kramer, Commission Chair



Scott C. Hege, Vice-Chair



Philip L. Brady, County Commissioner

INTERGOVERNMENTAL AGREEMENT

BETWEEN: Lane Council of Governments (LCOG), an organization of governments within Lane County, Oregon

AND: Wasco County (AGENCY), a unit of local government of the State of Oregon

EFFECTIVE DATE: January 1, 2023

RECITALS

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. Provision of services for the remuneration specified in this agreement will mutually benefit the parties.
- C. AGENCY and LCOG desire to enter into an agreement where-in LCOG will provide the services described in this agreement and Attachment A (attached hereto and incorporated herein by reference).

AGREEMENT

- 1. **Duration.** The agreement term shall take effect on the Effective Date for a one-year term unless otherwise terminated pursuant to paragraph 4. The agreement shall be renewed for an additional three (3) year term upon written agreement by each Party.
- 2. **Services to be Provided.** LCOG agrees to provide services to AGENCY as outlined in Attachment A, Work Program.
- 3. **Compensation.** AGENCY shall pay LCOG upon receipt of an invoice, which shall be issued quarterly unless otherwise agreed to by the parties in writing. Separate invoices will be prepared for land use hearings and enforcement hearings. The invoices will reflect hourly rates for LCOG personnel plus any direct expenses associated with the Work performed. The total cost of this agreement shall not exceed \$50,000.
- 4. **Termination.** Upon thirty days' prior written notice delivered to the persons designated in Paragraph 6 to receive notice, either party, without cause, may terminate its participation in this agreement.
- 5. **Amendments.** This agreement may be modified or extended by written amendment signed by both parties.
- 6. **Administration.** Each party designates the following person as its representative for purposes of administering this agreement. Either party may change its designated representative by giving written notice to the other as provided in paragraph 14.

For LCOG: Anne Davies
859 Willamette St., Suite 500
Eugene, OR 97401-2910
Ph: 541-682-4040
adavies@lcog.org

For Wasco County: Tyler Stone
511 Washington St.
The Dalles, OR 97058
Ph: 541-506-2520
tylers@co.wasco.or.us

- 7. **Records/Inspection.** AGENCY and LCOG shall each maintain records of its costs and expenses under this agreement for a period of not less than three full fiscal years following completion of this agreement. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records related to this agreement.

- 8. Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to indemnify, defend, and save the other harmless from any claims, liability or damages including attorney fees, at trial and on appeal, arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.
- 9. Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may, by mutual written agreement, submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

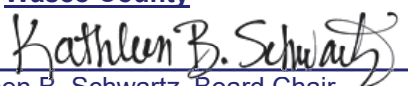
- a. The location of the arbitration shall be in Eugene, Oregon;
 - b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
 - c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
 - d. Judgment upon the award rendered by the arbitrator may be entered in the Circuit Court in Lane County, Oregon.
- 10. Insurance.** Each party working under this agreement is either a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers, or is an employer that is exempt under ORS 656.126.
- 11. Subcontracting.** LCOG shall not subcontract the Work under this agreement, in whole or in part, without the AGENCY's prior written approval. LCOG shall require any approved subcontractor to agree, as to the portion of the Work subcontracted, to comply with all obligations of LCOG specified in this agreement. Notwithstanding the AGENCY's approval of a subcontractor, LCOG shall remain obligated for full performance of this agreement and AGENCY shall incur no obligation to any sub-contractor.
- 12. Assignment.** Neither party shall assign this agreement in whole or in part, or any right or obligation hereunder, without the other party's written approval.
- 13. Compliance With Laws.** LCOG shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the Work, including all applicable State and local public contracting provisions.
- 14. Notices.** Any notices permitted or required by this agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the representative designated in paragraph 6. Either party may change its address by notice given to the other in accordance with this paragraph.
- 15. Integration.** This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties.
- 16. Interpretation.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

LANE COUNCIL OF GOVERNMENTS:

By:  _____
 Brenda Lee S. Wilson, Executive Director

Date: 11/4/2022

AGENCY: Wasco County

By:  _____
 Kathleen B. Schwartz, Board Chair

Date: November 2, 2022

ATTACHMENT A WORK PROGRAM

On request of AGENCY, LCOG shall provide the following services:

Serve as Hearings Official for land use decisions and land use appeals and code enforcement hearings.

Desired Outcomes/Project Objectives

Legally defensible decisions that are consistent with Wasco County's land use policies, development code and enforcement provisions, as relevant.

Final Deliverables/Work Products

Written decisions with findings and conclusions that address the appropriate approval criteria.

Wasco County Responsibilities

- » Schedule and provide proper notice of public hearings
- » Provide the room for the hearing or virtual platform for remote hearings
- » Prepare staff report for consideration by the Hearings Official
- » Create an electronic record of the public hearing

LCOG Responsibilities

- » Receive and examine available information
- » Conduct public hearings as provided in the Wasco County Code
- » Prepare decisions with appropriate findings and conclusions of law in accordance with requirements of the appropriate approval criteria within 10 days of the close of the record, as provided by the Code, or as otherwise agreed by the County's Project Manager, as set forth in Section 6 of the Agreement

Hearings Official Billing Rates for FY 2023¹

Laura Ruggeri	\$105/hr
Anne Davies	\$131.24/hr

¹ Billing rates are subject to change with each new fiscal year.

FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT BETWEEN
LANE COUNCIL OF GOVERNMENTS AND WASCO COUNTY

This FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“First Amendment”) is entered into by and between **LANE COUNCIL OF GOVERNMENTS** (“LCOG”) and **WASCO COUNTY** (“County”).

WHEREAS, Parties entered into an Intergovernmental Agreement (“IGA”) for the provision of certain Hearings Official services on November 4, 2022; and

WHEREAS, the Parties mutually desire to amend the terms of the IGA.

NOW, THEREFORE, in consideration of the terms and provisions set forth in this First Amendment, the Parties agree:

1. Attachment A shall be revised and replaced in its entirety by the attached Amended Attachment A.
2. The text of IGA paragraph 1 shall be revised to read:

Duration. The term of this Agreement shall continue until December 31, 2026. Thereafter, this Agreement will be renewed for an additional three (3) year term upon written agreement by each Party.

3. The text of the last sentence of IGA paragraph 3 shall be revised to read:

. . . The cost of this Agreement shall not exceed \$50,000 in any calendar year.

4. Except as modified by this First Amendment, the terms and conditions of the IGA shall remain in full force and effect.

DATED this 7th Day of February 2024.

LANE COUNCIL OF GOVERNMENTS

WASCO COUNTY

Brendalee S. Wilson
Executive Director

Steven D. Kramer
Board Chair

REVISED ATTACHMENT A WORK PROGRAM

On request of AGENCY, LCOG shall provide the following services:

Serve as Hearings Official for land use decisions and land use appeals and code enforcement hearings.

Desired Outcomes/Project Objectives

Legally defensible decisions that are consistent with Wasco County's land use policies, development code and enforcement provisions, as relevant.

Final Deliverables/Work Products

Written decisions with findings and conclusions that address the appropriate approval criteria.

Wasco County Responsibilities

- » Schedule and provide proper notice of public hearings
- » Provide the room for the hearing or virtual platform for remote hearings
- » Prepare staff report for consideration by the Hearings Official
- » Create an electronic record of the public hearing

LCOG Responsibilities

- » Receive and examine available information
- » Conduct public hearings as provided in the Wasco County Code
- » Prepare decisions with appropriate findings and conclusions of law in accordance with requirements of the appropriate approval criteria within 10 days of the close of the record, as provided by the Code, or as otherwise agreed by the County's Project Manager, as set forth in Section 6 of the Agreement

Hearings Official Billing Rates for FY 2024¹

Anne Davies	\$135/hr
Jim Chaney	\$133/hr

¹ Billing rates are subject to change with each new fiscal year.



MOTION

SUBJECT: Lane Council of Governments IGA Amendment

I move to approve Amendment 1 to the Lane Council of Governments IGA for Hearings Officer Services.

Tri-County

Hazardous Waste & Recycling Program



MEMORANDUM

SUBJECT: GRANT PROGRAM

TO: TRI-COUNTY HAZARDOUS WASTE AND RECYCLING PROGRAM STEERING COMMITTEE

FROM: KELLY HOWSLEY-GLOVER, TRI-COUNTY HAZARDOUS WASTE AND RECYCLING PROGRAM
DIRECTOR

DATE: 1/30/2024

The Tri-County Household Hazardous Waste has a permanent facility at both The Dalles Disposal and Hood River Garbage. At each facility, we run between three to four hazardous waste collections events annually. The program also stores some materials, like batteries, onsite.

Previous contracts with Waste Connections were outdated. Staff has worked the past year and half, in connection with respective counsels, to update these contracts which include an operations agreement and ground sublease. The contracts preserve status quo, including rates, but have clarified some aspects of service which our third party vendor provides. Waste Connections continues to be an excellent partner for the program, and we appreciate their continued support in our efforts to reduce hazardous waste from the Tri-County waste sheds.

AMENDED AND RESTATED GROUND SUBLEASE

THIS AMENDED AND RESTATED GROUND LEASE ("Lease") is made and entered into as of November 15, 2023 (the "Effective Date") by and between Waste Connections of Oregon, Inc. ("Landlord" or "Operator") and Wasco County, Oregon ("Tenant"). Landlord and Tenant may be referred to individually as a "Party," or collectively as the "Parties".

RECITALS

WHEREAS, Landlord is the owner and holder of a leasehold estate in and to the property herein described pursuant to a lease dated March 2, 2000, between Arthur V. Braun as prime landlord, and Landlord, as tenant, as amended. Landlord and Tenant desire to enter into a long-term ground lease of the Property;

WHEREAS, Landlord was awarded a contract for the operation of the Property as a household hazardous waste facility ("HHWF") pursuant to a request for proposal ("RFP") issued by Tenant, and pursuant to which Landlord and Tenant have or will enter into a final written agreement regarding the terms of the operation of the Property (the "Operations Agreement");

WHEREAS, concurrently with Tenant awarding the RFP to Landlord, Landlord and Tenant entered into that certain Ground Lease dated August 2, 2005, as extended by that certain Extension of Lease dated December 1, 2010, and that certain First Amendment to Ground Lease dated effective January 1, 2018, collectively, the "Original Lease";

WHEREAS, the Parties desire to continue the relationship contemplated by the RFP and desire to amend certain terms of the Original Lease in this amended and restated Lease;

WHEREAS, the Parties hereby agree that this Lease amends, restates and supersedes in its entirety that certain Original Lease as of the Effective Date of this Lease; and

WHEREAS, Landlord and Tenant represent each to the other that it has the legal capacity to execute this contract and that the execution of this contract has been properly authorized in accordance with all the laws, by-laws, procedures, and ordinances applicable to each party.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

AGREEMENT

1. **Property.** The real property subject to this Lease is situated in the State of Oregon, County of Wasco, and is located on the real property more particularly described in Exhibit "A", attached hereto and made a part hereof, and which *consists* of approximately 40 feet by 40 feet of land on said property described in Exhibit "A", and which location is shown on Exhibit "B" attached hereto and made a part hereof (said parcel of real property located on the real property described in Exhibit 'A' hereinafter referred to as "Property"). The Property is not

a separate legal parcel of land, but is instead contained within the legal description set forth in the attached Exhibit "A".

2. **Term.** The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and continue until December 31, 2024. This Agreement shall automatically renew month-to-month (each a "Renewal Term" and together with the Initial Term, the "Term") thereafter unless either party hereto notifies the other party of termination at least 30 days prior to the expiration of the Initial Term or any Renewal Term. Either party shall have the right to terminate this agreement with or without cause upon ninety (90) days' prior written notice to the other party.

3. **Possession.** Tenant shall have the right to possession of the Property commencing on the first day of the Term.

4. **Rent.**

(a) **Minimum Monthly Rent.** Tenant shall pay to Landlord as Minimum Monthly Rent the sum of (\$416.66), for a total annual rent of (\$5,000). The Minimum Monthly Rent shall be payable in advance on the first day of each calendar month during the Term, without any set-off or deduction.

(b) **Proration of Rent.** The Minimum Monthly Rent for any partial month at the commencement or expiration of the Term shall be prorated at the rate of 1/30th of the Minimum Monthly Rent per day.

5. **Taxes.** Landlord shall pay all taxes and other public charges of every kind and nature and all assessments which shall be charged or imposed upon the Property or upon the land or any buildings, improvements or other structures situated thereon during the Term. Tenant and Landlord shall coordinate on tax and public charges on the Improvements situated thereon which are purchased built or owned by the Tenant.

6. **Utilities.** The payment of all charges for gas, electricity, water, sewer, and other public or private utilities used or consumed on the Property during the Term shall be as set forth in the Operations Agreement.

7. **Use.** Tenant may use the Property for the operation of a HHWF as contemplated by the RFP and the Operations Agreement.

8. **Improvements.**

(a) Reserved.

(b) Tenant may, at its option and at its sole cost and expense, at any time and from time to time, make such alterations, changes, replacements, improvements, and additions in and to the Improvements after they have been completed, as it may deem desirable, provided such alterations, changes, replacements, improvements, and additions are consistent with the use of the Property as a HHWF.

(c) Title to the Improvements situated and constructed by Tenant on the Property and other items installed thereon and any alterations, changes, or additions thereto, as well as title to fixtures and articles of personal property attached to or used in connection with the Property, shall remain solely in Tenant.

(d) Upon termination or expiration of this Lease, Landlord shall have the first right of refusal to purchase the Improvements at the then fair market value of the Improvements as determined by mutual agreement or an appraiser selected by Tenant. Landlord will notify Tenant of its election to purchase within ten (10) days following the termination of this Lease. If Landlord elects not to purchase the Improvements, Tenant shall have the right to possession of the improvements, may sell the Improvements, and shall be required to remove (i) all contents contained in the Improvements within thirty (30) days following the termination or expiration of this and (ii) the Improvements from the Property within one hundred eighty (180) days following the termination or expiration of this Lease, however, as long as the Tenant is proceeding in good faith to remove the Improvements, the Landlord may allow a longer time for removal as long as rent is paid.

9. **Repair and Maintenance.** Except as otherwise provided herein, the responsibility for maintenance of the Improvements located on the Property shall be as set forth in the Operations Agreement.

10. **Liens.** Tenant shall keep the fee estate of the Property free and clear of all liens, including mechanics', materialmen's, or other liens for work or labor done or materials furnished or used or to be used in or about the Property for or in connection with any operations of Tenant or any alteration, improvement repair, or addition which Tenant may make, permit, or cause to be made or any work or construction by, for, or permitted by Tenant on or about the Property. In the event that any lien, charge, or order for the payment of money is filed against Landlord or the Property as a result of the Tenant's improvements or operations, Tenant shall, at its sole cost and expense, cause the same to be discharged of record or bonded within sixty (60) days after written notice from Landlord to Tenant of the filing thereof as provided in Section 11; and Tenant shall indemnify and hold Landlord harmless from and against and from all costs, liabilities, suits, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom.

11. **Contesting Liens.** Tenant may contest any liens of the nature set forth in Section 10 hereof, provided that Tenant notifies Landlord, in writing, of its intention to do so within sixty (60) days of the filing of such lien; and provided further that Tenant posts a bond or other security with Landlord, prior to the contest, in any amount equal to the amount of the contested lien. Within sixty (60) days of the determination of the validity thereof, Tenant shall satisfy and discharge such lien. Satisfaction and discharge of any such lien shall not be delayed until execution is had on any judgment rendered thereon. Any such delay shall be a default of Tenant hereunder. In the event of any such contest, Tenant shall protect and indemnify Landlord against all loss, expense, and damage resulting therefrom.

12. **Indemnity, Waiver of Subrogation.**

(a) To the extent permitted by law, Tenant shall indemnify Landlord from and against any and all liability, claims, damage, penalties, or judgments arising from any loss, injury, death, or damage to person or property sustained by Landlord in and about the Property resulting from any act or omission of Tenant, Tenant's officers, agents, employ contractors, sublessees, and invitees. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant upon notice from landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and shall pay all other costs and expenses incident to the defense of Landlord" including without limitation, court costs and expert witness fees, in any and all suits which may be brought against Landlord or in which Landlord may be impleaded with others upon any of the aforementioned matters, except as may result from the negligence or misconduct of Landlord.

(b) To the extent permitted by law, Landlord shall indemnify Tenant from and against any and all liability, claims, damage, penalties, or judgments arising from any loss, injury, death, or damage to person or property sustained by Tenant in and about the Property resulting from any act or omission of Landlord, Landlord's officers, agents, employ contractors, sublessees, and invitees. If any action or proceeding is brought against Tenant by reason of any such claim, Landlord upon notice from Tenant shall defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant and shall pay all other costs and expenses incident to the defense of Tenant including without limitation, court costs and expert witness fees, in any and all suits which may be brought against Tenant or in which Tenant may be impleaded with others upon any of the aforementioned matters, except as may result from the negligence or misconduct of Tenant

(c) To the extent permitted by law, Landlord and Tenant hereby release the other from liability and waive all right of recovery against each other, or against the officers, employees, agents and representatives of the other, for any loss or damage to the real or personal property of either located anywhere on the Property, caused by fire or any other perils which are insured against under the insurance policies specified in Section 13 (b), even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. Landlord and Tenant agree to waive any right of subrogation which might otherwise exist or accrue to any person on account of such loss or damage, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage of Landlord or Tenant.

13. **Insurance.** Tenant and Landlord shall cause to be obtained and kept in force during the Term such Insurance as is required under the Operations Agreement. Insurance payments may vary from year to year. Payments shall be specified annually as further set forth in the Annual Scope of Work described in the Operations Agreement.

14. **Casualty, Destruction.** In the event of partial damage to or total or substantial destruction of the Improvements, then Tenant shall repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. Any insurance proceeds payable to Tenant shall be used by Tenant to repair such damage to the Improvements.

15. **Quiet Enjoyment.**

(a) Tenant, upon paying the rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements, and provisions of this Lease on its part to be kept, shall quietly have and enjoy the Property during the Term, subject to the provisions herein, without hindrance by Landlord.

(b) Landlord warrants and represents that (i) it has a leasehold estate in the Property; (ii) it has the power and authority to execute this Lease, and (iii) it has the power and authority to carry out and perform all covenants to be performed by it hereunder.

16. **Access.** Landlord or Landlord's agents and designees shall have the right, upon giving reasonable advance notice and subject to the rights of existing tenants and occupants of portions of the Property, to enter upon the Property at all reasonable times to examine the Property.

17. **Governmental Approvals.** Landlord and Tenant shall join with each other in obtaining use, occupancy, and building permits, government approvals of one or more subdivision(s) of the Property, zoning changes and in meeting other governmental requirements in connection with Tenant's use of the Property. Landlord shall be responsible for obtaining all necessary permits, governmental approvals, zoning changes and in meeting other governmental requirements as further set forth in the Operations Agreement. Tenant shall pay Landlord up to \$3,000 toward all operational permitting costs.

18. **Assignment and Subletting.** Tenant shall not assign its rights and obligations under this Lease without the prior written consent of Landlord, which consent may be withheld in the sole discretion of Landlord. This Lease may be assigned by the Landlord without the Tenant's consent in which event Tenant shall have the right to terminate this Lease as provided herein.

19. **Governmental Requirements.** During the Term, Tenant shall, at its sole cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, and city governments and of all other governmental authorities affecting the Property or appurtenances thereto or any part thereof and applicable to the Property whether the same are in force at the commencement of the Term or may in the future be passed, enacted, or directed.

20. **Default.**

(a) The following events shall constitute an event of default under this Lease:

(i) Tenant's failure to pay any installment of rent when the same shall be due and payable and the continuance of such failure for a period of ten (10) days after receipt by Tenant of notice in writing from Landlord specifying in detail the nature of such failure;

(ii) Tenant's or Landlord's failure to perform any of the other covenants, provisions, and agreements herein contained on its part to be kept or performed and the continuance of such failure without the curing of same for a period of thirty (30) days after receipt by the defaulting party of notice in writing from the non-defaulting party specifying in

detail the nature of such failure, or the defaulting party shall not cure said failure as provided in Paragraph (b and c) of this Section 20;

(iii) The filing by Tenant of any voluntary petition in bankruptcy, or the admission in writing by Tenant of its inability to pay its debts generally as they come due, or the adjudication of the Tenant to be bankrupt or insolvent; or

(iv) A breach by Tenant under the Operations Agreement.

(b) In the event that one party gives the other notice of a default of such a nature that it cannot be cured within such thirty (30) day period, such default shall not be deemed to continue, so long as the defaulting party, after receiving such notice, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the same within a period of time which, under all prevailing circumstances, shall be reasonable. No default shall be deemed to continue if and so long as the defaulting party shall be proceeding to cure the same in good faith.

(c) Upon the occurrence of an event of default by Tenant, Landlord may, at its option, give to Tenant written notice of election to terminate the Term upon a date specified in such notice, which date shall not be less than thirty (30) business days (Saturdays, Sundays, and legal holidays excluded) after the date of receipt by Tenant of such notice from Landlord. Upon the date specified in said notice, the term hereby vested in Tenant shall cease. The curing of any default within the above time limits by Tenant shall constitute a curing of any default hereunder with like effect as if Tenant had cured the same hereunder

(d) In the event that any default of Tenant shall be cured in any manner hereinabove provided, such default shall be deemed never to have occurred and Tenant's rights hereunder shall continue unaffected by such default.

(e) Upon any termination of the Term pursuant to Section 20(c), or at any time thereafter, Landlord may, in addition to and without prejudice to any other rights and remedies Landlord shall have at law or in equity, reenter the Property and recover possession of the Property, subject to Section 8(d).

(f) In case of any such default, reentry, termination, and/or disposition by summary proceedings the rent shall be paid up to the time of such reentry, termination, and/or disposition.

21. **Operations Agreement/Termination of Operations Agreement.** As of the Effective Date of the Lease, the Parties agree to execute an updated operations agreement which will amend and restate the original operational Agreement. Upon execution of such, all references to the Operations Agreement contained in this Lease shall refer to the Operations Agreement attached hereto as Exhibit "C" and executed by the Parties on even date of this Lease. In the event the Operations Agreement is terminated, this Lease shall automatically terminate.

22. **Waivers.** No waiver by Landlord at any time; express or implied, of any breach of any provision of this Lease shall be deemed a waiver of any subsequent breach of the same or any other provision.

23. **Notices.** Every notice, consent, or other communication authorized or required by this Lease shall not be effective unless the same shall be in writing and sent postage prepaid by certified mail, return receipt requested or delivered by a reputable express delivery service, directed to the other party at its address listed below or such other address as the other party may designate by notice given from time to time in accordance with this Section 23. Such notices shall be deemed to have been given on the date next following the date of mailing, if properly mailed, or on the date of delivery, if delivered, and the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing. Every notice, consent or other communication authorized or required by this Lease shall be directed to Tenant's assignees or mortgagees at the address such assignees or mortgagees may have designated by written notice in accordance with this Section 23.

If to Landlord: Waste Connections of Oregon, Inc.
1317 W 1st St.
The Dalles, Oregon 97058

With a copy to: Waste Connections
Attention: Legal Department
3 Waterway Square Place, Suite 110
The Woodlands, Texas 77380

If to Tenant: Wasco County
511 Washington, Suite 201
The Dalles, OR 97058

With a copy to: Campbell Phillips PC
Attn: Kristen Campbell
919 Cherry Heights Rd.
The Dalles, OR 97058

24. **Estoppel Certificates.** Landlord, and Tenant shall, within ten (10) days of written request, certify by written instrument to any person or parties specified in such request: (a) as to whether this Lease has been supplemented or modified, and if so, the substance and manner of such supplement or modification (b) as to whether the Lease is in full force and effect; (c) the date through which rent and other charges have been paid; (d) as to the existence of any default thereunder; and (e) as to any other reasonable matters as may be requested.

25. **Rights Cumulative.** The rights, powers, obligations, duties, and remedies of Landlord and Tenant, as provided herein, shall be deemed to be cumulative, and no one of them shall be exclusive of any other, or of any other right, power, or remedy allowed by law.

26. **Time of the Essence.** Time and punctual and exact performance and observation by the Landlord and Tenant of the provisions herein are of the essence of this Lease.

27. **Force Majeure.** Except for payment of rent, time periods for Landlord's or Tenant's performance under any provision of this Lease shall be extended for periods of time during which such performance is prevented due to an event of force majeure.

28. **Severability.** In the event that any provision of this Lease shall be declared invalid by any court of competent jurisdiction such provision shall be severed from this Lease, and such declaration shall not affect the remainder of this Lease. this Lease shall remain in full force and effect for the balance of the Term.

29. **Interpretation.** Whenever the singular number is used herein, the same shall include the plural, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only. Upon any sale or assignment of the interest of either Landlord or Tenant herein, their respective successors in interest shall, during the term of their ownership of their respective estates herein, be deemed to be Landlord or Tenant, as the case may be.

30. **Successors.** All of the terms, conditions, covenants, and agreements of this Lease shall extend to and be binding upon the Landlord, Tenant, and their respective heirs, personal representatives, successors and assigns, and upon any person coming into ownership or possession of any interest in the Property by operation of law, or otherwise, and shall be construed as covenants running with the land

31. **Entire Agreement.** All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein. No oral statement shall have any force or effect. This Lease shall not be modified or cancelled except by writing subscribed by Landlord and Tenant.

32. **Governing Law.** This Lease shall be governed by, and construed and enforced in accordance with the Laws of the State of Oregon. Venue for any litigation shall be the Circuit Court of Wasco County, Oregon.

33. **Definitions.** As used in this Lease, the following words and phrases (whether or not capitalized) shall have the following meanings:

(a) "Expiration" shall mean the coming to an end of the time specified in this Lease as its duration, including any extension of the Term resulting from the exercise of an option to extend.

(b) "Force Majeure" shall mean circumstances beyond the reasonable control of the Party including, but not limited to, acts of God, government or civil or military authority, wars, strikes or other labor disputes, interruption of or delay in transportation or communication or inability to obtain materials, labor, power, or equipment as needed to perform its obligations. Each Party shall promptly notify the other in writing in any such event, the expected duration thereof and its anticipated effects.

(c) "Person" shall mean one or more human beings, or legal entities or other artificial persons, including without limitation, partnerships, corporations, trusts, estates, associations and any combination of human beings and legal entities.

(d) "Provision" shall mean any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in this Lease that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.

(e) "Termination" shall mean the ending of the Term for any reason before expiration as defined herein.

34. **Counterparts.** This Lease may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

35. **Conflicting Provisions.** In the event of any conflict between the terms of the Original Lease and this Lease, the terms of this Lease shall prevail.

IN WITNESS WHEREOF, the parties hereto execute this Lease as of the Effective Date first above written.

TENANT: WASCO COUNTY

By: _____
Name: Steven D. Kramer
Title: Board Chair

By: _____
Name: Scott C. Hege
Title: Vice-Chair

By: _____
Name: Philip L. Brady
Title: County Commissioner

LANDLORD: WASTE CONNECTIONS OF OREGON,
INC.

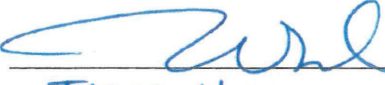
By: 
Name: JASON HUDSON
Title: DIVISION VICE PRESIDENT

Exhibit A

Legal Description of real property on which the Property is located:

**The following described real property in The Dalles, Wasco County,
State of Oregon, commonly referred to as 1317 West First:**

**2.31 acres, Lot 5, Block 1, The Dalles Industrial Center,
Subdivision Number 1, in the Dalles, Wasco County, Oregon."**

Exhibit B

Illustration of Property location

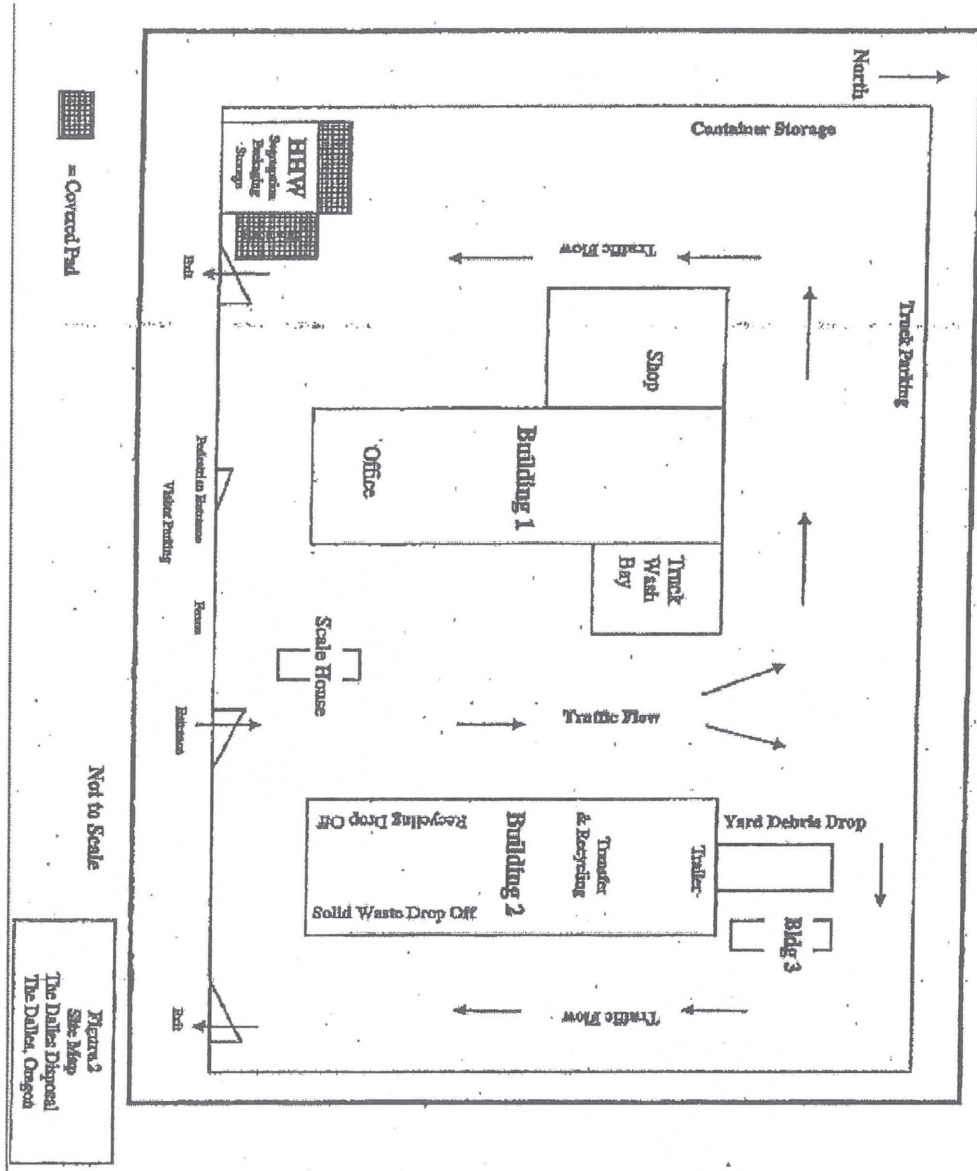


Exhibit C

Operations Agreement

REVISED AND RESTATED OPERATIONS AGREEMENT

THIS OPERATIONS AGREEMENT (this "Agreement"), is made and entered into as of November 15, 2023 (the "Effective Date"), by and between Waste Connections of Oregon, Inc. (hereinafter, "Contractor"), and Wasco County, Oregon (hereinafter, the "County"). Contractor and the County may also be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the County has been designated as the lead agency for the Tri-County Hazardous Waste Management Program, representing the jurisdictions of the cities of Hood River, Cascade Locks, Maupin, Dufur, Mosier, and The Dalles, and the counties of Hood River, Sherman and Wasco; and;

WHEREAS, the County is requesting a hazardous waste contractor to operate two hazardous waste facilities for household hazardous wastes, conditionally exempt small quantity wastes, and agricultural hazardous wastes beginning with program start up in 2006; and

WHEREAS, the Contractor has the expertise to provide the above stated services; and

WHEREAS, the County does not have the available staff nor the expertise to provide such services for the benefit of the Tri-County Hazardous Waste Management Program region of Hood River, Sherman and Wasco counties; and

WHEREAS, the Parties entered into that certain Operations Agreement dated August 3, 2005 (the "Original Operations Agreement"); and

WHEREAS, the Parties hereby agree that this Agreement amends, restates and supersedes in its entirety that certain Original Operations Agreement as of the Effective Date of this Agreement; and

NOW, THEREFORE, in consideration of the above-stated recitals and the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. Term. The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and continue until December 31, 2024. This Agreement shall automatically renew month-to-month (each a "Renewal Term" and together with the Initial Term, the "Term") thereafter unless either party hereto notifies the other party of termination at least 30 days prior to the expiration of the Initial Term or any Renewal Term.

2. Services.

(a) Contractor will perform the services set forth in Exhibit "A" in accordance with Contractor's permits and applicable laws (the "Services"). Contractor shall take all reasonable and lawful precautions as to avoid injury to persons and damage to property and natural resources while performing the Services.

(b) Contractor understands the currently known hazards and risks which are presented to human beings, property, and the environment in the handling, storage, treatment, processing, and disposal of the waste materials.

(c) Contractor is engaged in the business of transporting, recycling, and disposing waste materials, and has developed the requisite expertise for the handling and disposal of such.

(d) Contractor will transport, store, treat, recycle, and dispose of the waste material in full compliance with all valid and applicable statutes, ordinances, rules, and regulations of the federal state and local governments in whose jurisdictions such activities are performed under this agreement.

(e) Any disposal facility or facilities used for disposal will have permits, licenses, certificates, or approvals required by valid and applicable statutes, ordinances, rules, and regulations of the federal, state, and local governments in which the facility is located, necessary to allow such facility accept, and store, treat, process, and dispose of the involved waste materials.

(f) In the event that the disposal facility loses its permitted status, or is the subject of the action of a government agency which could reasonably result in the loss of its permitted status, during the term of this agreement, Contractor will promptly notify the County of such loss, or possible loss, of permitted status.

3. Changes to Scope of Work. County may, from time to time, require changes in the scope of the service to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be incorporated in a written amendment to this agreement.

4. Compensation. County shall reimburse Contractor reasonable out of pocket expenses for necessary items incidental to performing the Services, not to exceed \$250 per quarter. The aforementioned expenses will be payable by County to Contractor within thirty (30) days of presentation by Contractor and approval by County of invoices for such expenses.

5. Termination. The County may terminate this agreement immediately upon breach by Contractor in the duties of the Contractor as set forth in this Agreement; provided, however, that Contractor shall have a reasonable period of time to cure the alleged breach (not to exceed thirty days unless such breach is not curable within such thirty day period) after Contractor's receipt of notice from County specifying the alleged breach. The waiver by the County of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches. Further, County may terminate this agreement upon immediate notice to Contractor in the event that the funding for the project, from wheresoever obtained ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination. Either party shall have the right to terminate this agreement with or without cause upon ninety (90) days' prior written notice to the other party, subject to the further terms and conditions of this agreement. Either party may terminate this agreement after 30 days' notice of breach and without the curing of same by the other party in their respective duties as set forth in this Agreement.

6. Indemnification. The Contractor does release, indemnify and promise to defend and save harmless the County and all local government members of the Tri- County Hazardous Waste Management Program, their elected officials, officers, employees and agents from and against any and all liability, loss damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement, but only to the extent arising from Contractor's negligence, willful misconduct, violation of law or breach of this Agreement. In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County, and all local government members of the Tri-County Hazardous Waste Management Program from any and all bodily injury claim brought by employees of the Contractor-and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County or other members of the Tri-County Hazardous Waste Management Program. Provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the negligence of the County or other members of the Tri-

County Hazardous Waste Management Program, their elected officials, officers, employees and agents. The County does not waive any applicable defenses and expressly reserves the right to invoke governmental immunity.

7. Insurance.

(a) During the term of this Agreement, Contractor, at its sole cost and expense, shall maintain the following insurance coverage, either by one or more policies, including in combination with an excess policy:

- Commercial General Liability: \$2,000,000 per occurrence; \$4,000,000 aggregate
- Business Automobile Liability: \$5,000,000 combined single limit
- Workers' Compensation: Statutory
- Pollution Legal Liability: \$2,000,000 per occurrence; \$4,000,000 aggregate
- Excess/Umbrella: \$5,000,000 per occurrence; \$5,000,000 aggregate in excess of (a), (b) and (d).

(b) It is understood and agreed that these policies are primary and not contributory. All policies required under this contract shall be in effect for the duration of the project and contract. Insurance certificates must include a clause stating that the insurance may not be canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the County.

(c) The County shall be named as an additional insured to the extent such liabilities are expressly assumed hereunder by Contractor, on Contractor's insurance policies, except workers' compensation, and the Contractor shall provide a copy of the endorsement providing this coverage.

(d) The County has a right to reject a certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable.

(e) The County has the right to review the certificates of any or all subcontractors used by the Contractor. Further, the County has the right to require, as necessary, that the subcontractors' insurance coverage be equivalent to that required of the Contractor.

8. Contract Documents. Exhibits "A", Scope of Work, is incorporated herein by reference. The provisions and requirements of Chapter 279 Oregon Revised Statutes and the rules of the local Contract Review Board are hereby referred to and incorporated as part of this contract and the Contractor's obligations under the terms of this contract.

9. Termination of Ground Lease. In the event the Ground Lease between the Contractor and County is terminated or expires, this Agreement shall automatically terminate.

10. Default. If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific

performance; or (c) avail itself of any other remedy at law or equity. If the County commences legal or equitable actions against Contractor, and a court of competent jurisdiction determines Contractor is in default, Contractor shall be liable to the County for the County's reasonable attorney fees and costs incurred due to such default.

11. General Provisions.

a. Independent Contractor. The Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein. Contractor will furnish proper and adequate Worker's Compensation coverage for each and every worker and subcontractor, as required by ORS Chapter 656.

b. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, Contractor agrees to keep such information confidential. Notwithstanding the foregoing, information shall not be considered confidential if: such information is public knowledge, is disclosed by a party other than Contractor, is developed by Contractor independently or is required to be disclosed by a governmental agency.

c. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereafter. The Contractor further covenants that in the performance of this agreement, no person having such an adverse interest shall be employed by Contractor.

d. Entire Agreement; Amendment, Severability. This Agreement constitutes the entire agreement between the Parties, and supersedes any and every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise between the Parties, with respect to the subject matter of this Agreement. This Agreement may not be amended except in writing signed by the County and Contractor. If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law

e. Assignment, Successors and Assigns. This Agreement may not be assigned without the consent of the other Party without the prior written consent of the other Party. Subject to the foregoing, this Agreement and the provisions of this Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

f. Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of Oregon. Venue for any litigation shall be the Circuit Court of Wasco County, Oregon.

g. Notices. Any payment, notice, demand or other communication required or permitted to be given to any Party to this Agreement will be in writing and will be either personally delivered to such Party, sent by registered mail, postage prepaid, sent by reputable overnight courier, costs prepaid, or sent by facsimile addressed as follows:

If to Contractor: Waste Connections of Oregon, Inc.
1317 W 1st St.
The Dalles, Oregon 97058

With a copy to: Waste Connections
Attention: Legal Department

3 Waterway Square Place, Suite 110
The Woodlands, Texas 77380

If to County: Wasco County
511 Washington, Suite 201
The Dalles, OR 97058

With a copy to: Campbell Phillips PC
Attn: Kristen Campbell
919 Cherry Heights Rd.
The Dalles, OR 97058

A Party will be deemed to have received such payment, notice, demand or other communication (a) if by personal delivery, upon receipt, (b) if by registered mail, seven (7) business days after deposit with the U.S. Postal Service, (c) if by overnight courier, two (2) business days after delivery to such courier, or (d) if by facsimile, upon confirmation of receipt if during business hours, and if after business hours, the next business day.

h. Force Majeure. Neither of the Parties shall be liable for any failure or delay in performing of its respective obligations under this Agreement if such failure or delay is occasioned by circumstances beyond the reasonable control of the Party including, but not limited to, acts of God, government or civil or military authority, wars, strikes or other labor disputes, interruption of or delay in transportation or communication or inability to obtain materials, labor, power, or equipment as needed to perform its obligations. Each Party shall promptly notify the other in writing in any such event, the expected duration thereof and its anticipated effects.

i. Counterparts. This Agreement may be executed in any number of counterparts, by electronic means or by facsimile, each of which will together, for all purposes, constitute one and the same instrument, binding on the Parties, and each of which will together be deemed to be an original, notwithstanding that each Party is not a signatory to the same document or facsimile.

j. Attorneys' Fees. If any action is taken by either Party to enforce this Agreement, the prevailing Party shall be entitled to costs and reasonable attorneys' fees.

k. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

l. Waiver. No provision of this Agreement may be deemed waived or breach excused unless such a waiver or excuse will be in writing signed by the Party to be charged with such waiver or excuse. A waiver of a provision of this Agreement will not be construed to be a waiver of a further breach of the same provision.

m. Conflicting Provisions. In the event of any conflict between the terms of the Original Operations Agreement and this Agreement, the terms of this Agreement shall prevail.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the date first written above.

WASCO COUNTY

By: _____
Name: Steven D. Kramer
Title: Board Chair

By: _____
Name: Scott C. Hege
Title: Vice-Chair

By: _____
Name: Philip L. Brady
Title: County Commissioner

WASTE CONNECTIONS OF OREGON, INC.


By: 
Name: JASON HUDSON
Title: DIVISION VICE PRESIDENT

Exhibit A– Scope of Work

Administrative/Marketing

- Meet with the County staff and the Steering Committee as needed to coordinate event schedules
- Maintain record-keeping system for inspections and annual fire extinguisher inspections
- Conduct periodic program evaluations with the Steering Committee and assist in preparing an annual report
- Meet with County staff as needed to ensure compliance with the contract and all applicable laws
- Participate in preparing and conducting Program publicity and outreach
- Provide County and/or Steering Committee staff access to all paperwork files relating to the tri-county hazardous waste program.

Safety

- Conduct weekly facility safety checks using DEQ required safety checklist
- Provide trained spill response personnel and a sufficient amount of absorbent and other materials needed to abate any and all spills.
- Provide a written site safety and spill response plan for the collection events.
- Have up-to-date knowledge of, and comply with, all federal, state and local laws, rules, regulations and ordinances applicable to handling and disposal of hazardous materials/wastes and orders. Laws include, but are not limited to, those of the United States Environmental Protection Agency (EPA), U. S. Department of Transportation (USDOT), Oregon Department of Environmental Quality (DEQ), and the Oregon Department of Transportation (ODOT)
- Establish waste handling protocols and management methods.
- Have the necessary licenses, permits, and certificates, but not to extent relating to hazardous wastes
- Comply with all laws

Program Support and Facility

- Provide staffing, training, and maintain current training for Contractor's personnel. Contractor's personnel should be fully knowledgeable of the collection program.
- In conjunction with Wasco County, develop a list of appropriate disposal locations of material not accepted through the program.
- Provide two locations for the permanent HHWR facilities
- Maintain both fixed facilities and conduct periodic audits ensuring safe conditions
- Purchase replacement equipment and supplies as needed
- Ensure hazardous waste facility area is cleared night before hazardous waste events



MOTION

SUBJECT: Waste Connections Agreement

I move to approve the Amended and Restated Ground Sublease and Operations Agreements with Waste Connections.



Matthew Ellis, District Attorney
Sally Carpenter, Senior Deputy District Attorney
Caleb Berthelsen, Deputy District Attorney
Danielle DeCant, Deputy District Attorney
Kara Davis, Special Deputy District Attorney
511 Washington St., Ste. 304 • The Dalles, OR 97058
p: [541] 506-2680 • f: [541] 506-2681 • www.co.wasco.or.us

December 13, 2023

Memo to Wasco County Commissioners Regarding CAMI Grant for 2023-2025 Period

My name is Danielle DeCant and I am a Deputy District Attorney in Wasco County. I handle a caseload of primarily domestic violence offenses, so work closely with the Victim Advocacy Office. I temporarily took over the grant responsibilities this past summer when our Victim Advocate Coordinator (VAC)—James Barber, resigned and our new VAC was being trained.

The Victim Advocacy Program (VAP) is entirely funded by the VOCA—Victim of Crime Act, and CAMI—Child Abuse Multidisciplinary Intervention, grants. The CAMI grant is solely for child abuse cases, and helps fund trainings for our Wasco County Multi-Disciplinary Team (MDT), our local Child Advocacy Center (Safe Space), and our special child abuse prosecutor (CAP). The grant may also be utilized to provide emergency support to child abuse victims and their families.

James submitted the CAMI grant application for the 2023-2025 year just prior to his departure. I performed the modifications this fall. The main modification was to the budget section of the application. About 70% of our funding provides support to Safe Space. They provides a single point of contact for children who are witnesses or victims of crime, and create a space where children can be comfortable having difficult but honest conversations. Their presence in our community is necessary to ensure that children who experience abuse are not re-traumatized by being interviewed several times and that these critical interviews are done with impartiality. Safe Space is undergoing a massive expansion, which will significantly increase the resources available to children in our community. To support this expenditure, they requested a 25% increase in funding from our county, which was budgeted for in the initial application. This caused our CAMI budget to be significantly over our allotment.

It took several months to navigate the modifications and renegotiate the contract with Safe Space. By reviewing the utilization of funds from the 2021-2023 CAMI grant period, I was able to work out a 6.5% increase to Safe Space by significantly paring down the budget. In the last cycle, funds were allocated for: CAP, Safe Space, travel, training, office supplies, emergency services, and a 5% administrative fee. However, the funds for travel, office supplies, and emergency services were not utilized. Only 25% percent of the allocated funds available for training were used.

It is imperative that we utilize the entirety of our grant funds. Since we did not use portions of our allotment in the last cycle, I chose not to allocate funds to those areas this cycle, and found alternative ways to ensure that these resources are available to victims. Safe Space and DHS—the Department of

Human Services, have funding available for travel and emergency services. The VAP also has funding available to provide additional support in these areas with the VOCA grant. VAP can also utilize VOCA funds for office supplies. In my negotiations with Safe Space, we determined that they could also help with trainings for the MDT. I allocated a small portion of funds to send a few members of the MDT to an annual child abuse summit.

On average, 46% of the children that Safe Space saw in 2021 and 2022 came from Wasco County. Given the critical role of Safe Space in the investigation and prosecution of child abuse cases, my goal is to be able to provide them with the 25% increase requested. To help me actualize this, we agreed to have the current contract be for only one year, instead of two. This gives me a stricter timeline to explore alternative streams of funding. Generally speaking, CAMI grant recipients have moved away from funding salaries for special prosecutors to utilizing funds for Child Advocacy Centers, like Safe Space. This will likely be the course that the VAP ultimately takes. However, given the significant amount of child abuse cases in Wasco County, I would like to be able to provide the attorney managing that caseload with an additional stipend. Child abuse cases are the most difficult cases to handle, and significantly impact a person's mental health and well-being. I believe that extra funding for that role is necessary to be able to mitigate that impact. In order to achieve this, I am looking into additional grants, fundraising opportunities, and other potential options available in our county.

SAFESPACE CHILDREN'S ADVOCACY CENTER of the GORGE and the WASCO COUNTY
DISTRICT ATTORNEY on behalf of
THE WASCO COUNTY CHILD ABUSE MULTI-DISCIPLINARY TEAM AGREEMENT

THIS AGREEMENT is entered into between the SafeSpace Children's Advocacy Center of the Gorge (SafeSpace), an Oregon non profit corporation, and Wasco County, an Oregon political subdivision, through the Wasco County District Attorney on behalf of the Wasco County Child Abuse Multi-Disciplinary Team (Wasco County MDT) this 1st day of July 2023.

WHEREAS, SafeSpace desires to provide medical assessments and forensic interviews ("Services") of alleged child abuse victims in the Columbia Gorge region;

WHEREAS, SafeSpace employs properly trained and certified personnel to provide such Services.

WHEREAS, such Services are required for alleged child abuse victims in the Columbia Gorge region pursuant to ORS 418.747; and

WHEREAS, the Wasco County MDT desires to establish and maintain a cooperate relationship with SafeSpace to provide the Services;

THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. ACCESS TO MEDICAL ASSESSMENT SERVICES

SafeSpace will provide medical assessment services to children pursuant to Oregon Revised Statutes Chapter 410B referred by the following members of the Wasco County MDT: Wasco County Branch of Department of Human Services and Wasco County law enforcement agencies (including, but not limited to, the District Attorney). Non-emergency assessments during regular business hours, Monday through Friday, 9:00 a.m. to 5:00 p.m.

SafeSpace will determine the services a client referred by Wasco County MDT will receive at SafeSpace at its discretion in accordance with the applicable law.

SafeSpace shall have no obligation to arrange for the transportation of clients to or from SafeSpace facilities.

SafeSpace may collect any available client insurance coverage for covered services received at the SafeSpace as agreed up exclusively by and between SafeSpace and the client at the client's discretion. Wasco County in no way requires or warrants insurance coverage of services.

SafeSpace will provide Services in accordance with Oregon Revised States and Administrative Rules.

2. CONSIDERATION

Wasco County MDT agrees to pay SafeSpace \$10,650 each quarter for the period of 07/01/2023-06/30/2024. At the end of the one-year period the contract will be reevaluated and any continuation will be agree to between both Parties in writing. SafeSpace will provide the above-mentioned services for all children in need of a child abuse assessment. Consideration is contingent upon the availability of adequate levels of Oregon Department of Justice child abuse multidisciplinary ("CAMI") funding to the County.

Wasco County MDT will support fundraising efforts for the benefit of SafeSpace and will inquire of other funding sources, grants and donations for the benefit of SafeSpace.

Wasco County MDT has provided reasonable in-kind contribution in the form of a forensic interviewer on a case-by-case basis based on reasonable County availability. Brenda Borders, Office Manager for Wasco County Sheriffs Office, has committed to becoming certified as a forensic interviewer to meet the standards set forth by SafeSpace.

Wasco County MDT will seek restitution for cases involving child abuse at his or her sole discretion.

3. INDEMNIFICATION.

Both parties to this agreement shall hold each other harmless, indemnify and defend the other, its officers, employees and agents from and against all claims, suits, actions, losses, damages and expenses of any nature arising or resulting from or out of the actions, or failure to act, of either party, its officers employees or agents. SafeSpace shall at all times maintain general liability insurance for its activities in an amount not less than the amount specified in ORS 30.272, as amended. County may require that it be provided proof of coverage.

4. ASSIGNMENT

Neither party may assign or subcontract its authority, rights or obligations under this Agreement without the written consent of the other party.

5. MODIFICATION

This AGREEMENT may be modified or amended by mutual consent of both parties, in writing.

6. TERMINATION

This AGREEMENT may be terminated by either party by giving written notice sixty (60) days in advance to the other party.

7. TERM AND RENEWAL

This AGREEMENT shall be effective for one (1) year commencing July 1, 2023, and ending June 30, 2024. This AGREEMENT may be renewed in whole or in part by mutual consent of both parties, in writing.

SAFESPACE CHILDREN'S ADVOCACY
CENTER OF THE GORGE

WASCO COUNTY
BOARD OF COMMISSIONERS

Beatriz Lynch, Executive Director

Steven D. Kramer, Chair

Date

Date

APPROVED AS TO FORM

Kristen Campbell, County Counsel



MOTION

SUBJECT: Safespace Multi-Disciplinary Team Agreement

I move to approve the Agreement between Wasco County's Child Abuse Multi-Disciplinary Team and Safespace Children's Advocacy Center of The Gorge for the provision of services.

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
Between Wasco County and Hood River County
For Reciprocal and Building Department Services**

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

RECITALS

WHEREAS, Parties entered into an Intergovernmental Agreement ("IGA") for the provision of certain reciprocal building department services in August, 2021;

WHEREAS, the Parties acknowledge that the services provided pursuant to the IGA are disproportionate from time to time; and

WHEREAS, the Parties now mutually desire to amend the term of the IGA to address occasions when services are disproportionate.

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. Supplemental Services. At any point that the Parties, by and through their respective County Administrators, mutually agree that the services provided by either Party are disproportionate and are anticipated to remain disproportionate for a period extending beyond sixty (60) days ("Supplemental Services"), the disproportionately served Party shall compensate the providing Party pursuant to the following formula:

Building Official Services:

Applicable Annual Base Salary x 33.33% = \$XX.XXX/12 = Monthly Amount

Field Inspector Services:

Current hourly rate as adopted by the applicable billing jurisdiction.

Such payments shall be divided into 12 equal installments and invoiced monthly. Payment shall be made promptly upon receipt of such invoice.

The disproportionately served Party shall give the providing Party no less than thirty (30) days' notice that it no longer requires the Supplemental Services.

2. Modification. This Agreement may be modified only by written instrument signed by authorized representatives of both parties.

3. Full Force and Effect. Except as modified by this First Amendment, the terms and conditions of the IGA shall remain in full force and effect.

IT IS SO AGREED:

HOOD RIVER COUNTY:

Jennifer Euwer
Chair

WASCO COUNTY:

Tyler Stone
Administrative Officer



MOTION

SUBJECT: Amended Building Codes Agreement

I move to authorize the Administrative Officer to execute Amendment 1 to the Reciprocal and Building Department Services IGA pending finalization from Hood River County and legal review.



OREGON GEOGRAPHIC NAMES BOARD
Oregon Historical Society
1200 SW Park Avenue
Portland, Oregon 97205

January 16, 2024

To: Wasco County Commissioners

Re: Proposal to rename a feature in Wasco County

From: Oregon Geographic Names Board

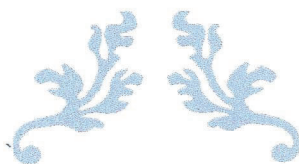
This cover letter accompanies a Geographic Names proposal to rename a butte east of Long Hollow Creek in Wasco County. The current name of the feature is Chinaman Hat. The word Chinaman is deemed offensive to people of Chinese descent. The proponent of this proposal is the Black Rock Grazing Cooperative, Inc. This is a competing proposal to a Bath Hat proposal sent to you back in April 2020. That proposal is now at the U.S. Board on Geographic Names waiting for their vote. Black Rock Grazing Cooperative submitted their counterproposal to rename the feature China Hat because it opposes the name Bath Hat. The Co-op feels the name Bath Hat is non-descriptive and not an appropriate name for the feature.

The OGNB would appreciate your written response to this letter indicating whether your County supports the proposed name China Hat, opposes the proposed name, or has no opinion. Additional comments about this proposal are welcome.

Your response can be made either by e-mail or postal mail. Please direct your email to ognb@ohs.org or if your response is by letter, send it to the postal address in the heading of this letter.

Respectfully,

Bruce Fisher, President, Oregon Geographic Names Board



THE BOARD ON GEOGRAPHIC NAMES DOMESTIC NAMES COMMITTEE PROPOSAL FORM

This document is for those interested in proposing:

1. **A new name for a currently unnamed geographic feature, or**
2. **A change to an existing name, spelling, or where a name is applied.**

By submitting this form, the proponent acknowledges the BGN Policies and agrees to work with BGN staff regarding their proposal.



Domestic Geographic Name Proposal Form

The U.S. Board on Geographic Names (BGN) is responsible for standardizing the names of geographic features within the 50 States and in other areas under the sovereignty of the United States. The BGN retains the legal authority to promulgate all official names and locations of natural features (e.g. mountains, rivers, valleys), as well as canals, channels, reservoirs, and other select feature types.

This form is to propose a new name or name, spelling, or application change for a geographic feature for Federal use. A proponent should carefully review the proposal prior to submission to ensure that it is consistent with the [BGN policies](#). Please note all fields with a red outline are required prior to submitting this form.

The proponent should also be aware that the entire proposal—including personal identifying information and any associated correspondence—is in the public domain and may be made publicly available at any time.

Submit Proposal:

1. Download and email this form and supporting documentation to:

BGNESEC@usgs.gov

OR 2. Send by mail to:

U.S. BGN Executive Secretary, Domestic Names
12201 Sunrise Valley Drive, MS-523
Reston, VA 20192

Contact Us:

BGNESEC@usgs.gov

- i. Save PDF using this format:
'State_GeographicNameProposed'
- ii. Email Subject: *ST_GeographicName*

Please note that anything submitted by mail will be delayed.

Naming Basics

Proposed Name:

China Hat

Is this to change an existing name? ☒ Y ☐ N

If yes, please provide the official name and Feature ID as it appears in [the Geographic Names Information System \(GNIS\)](#).

Is this name in current local use? ☐ Y ☒ N

What is the Feature Type?

Summit

GNIS Name: Chinaman Hat

GNIS ID: 1118917

Location Basics

Where is the feature?

Latitude: 44.99264 (38.94741)

Longitude: -120.54935 (-77.36839)

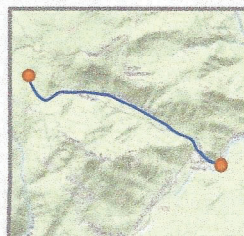


For Linear Features (e.g. stream or valley):

Mouth/Confluence

Latitude: (38.94741)

Longitude: (-77.36839)



Source/Headwater

Latitude: (38.94741)

Longitude: (-77.36839)

General Location:

State: Oregon

County: Wasco

City/Town/
Township/
Borough:

Public Land Survey System:

Section(s), Township, Range, Meridian

Map: USGS Hastings Peak
1:24,000

Feature Description

Physical shape, length, width, etc. (Maps can be submitted separately by email)

3600-foot tall basalt butte in Wasco County that has the distinctive conical shape that looks similar to a Just east of Longhollow Creek and Bath canyons. North Pole Ridge runs into it from the northeast. Black Rock is located two miles south.

The name Chinaman Hat first appeared on a 1:62500-scale map (Antelope) in 1966.

Name Details

Name information:

Please provide relevant information about the proposed name, such as origin, meaning, how long it has been in current use, as well as current or historical significance. Also include why you believe the feature requires a name or name change and why the proposed name is appropriate. Describe any documents that you will be submitting (separately by email) to support your proposal.

One can find a China Hat Creek and China Hat Peak in Wheeler County and a China Hat Spring in Grant County. But there is no other feature in Oregon with the name China Hat.

The proposed name is China Hat, the current name of Chinaman Hat is considered offensive to Chinese. The word 'China' alone is not considered offensive. The shape of the feature resembles a 'dǒuli' in Chinese, a conical hat that was worn by Chinese laborers in the Pacific Northwest during the 1800s.

Please provide a list of supporting documentation, including any web links:

Examples: Published sources showing the proposed name or letters of support (local government, historical society, etc.).

The Black Rock Grazing Co-op (a group of eight ranchers) has grazing rights on the feature - issued by the BLM - and has given their support to the replacement name.

Other responses or documents will be sent separately.

Is the name [commemorative](#)? Does the name honor or refer to a person or persons? ☐ Y ☒ N

Please note that the BGN will only accept proposals for names that are intended to honor a person or persons deceased at least five years. The BGN will disapprove names that could be construed to honor living persons. The person being honored should have had either (1) some direct or long-term association with the feature, or (2) have made a significant contribution to the area, community, or State in which it is located; or (3) have outstanding national or international recognition. The BGN discourages the use of an individual's full name except to avoid ambiguity.

If yes, please provide the following:

Honoree's Date of Birth:

Honoree's Date of Death:

Short biography and significance or association with the geographic feature: *(list any additional honorees here)*

Is the feature in a Wilderness Area or Wilderness Study Area? ☐ Y ☒ N ☐ Unknown

If yes, please provide your justification for making an exception to [the Wilderness Policy](#):

Please note that the BGN will not approve new names for unnamed features within wilderness areas or wilderness study areas, unless an overriding need can be demonstrated by the proponent.

Leaders, Tribal Historic Preservation Officers, and/or Native American linguists or other expert(s) associated with the Tribe to determine the acceptability of the proposed name and application. Please review [the BGN's Cultural Sensitivity for Native American Names guidance](#).

Proponents should also seek letters of endorsement from the governments (e.g., Tribal Councils) of any affected Tribes. Please indicate below, or in documentation submitted separately (with this proposal or any time after the proposal is submitted), any efforts to solicit Tribal input.

Additional Information +

Is there any local opposition or conflict with the proposed name? ☐ Y ☒ N


If yes, please explain and describe any opposition:

There is competing proposal that is in the queue at the BGN - this proposal is to rename the feature Bath Hat. Opposition to that name has come from the Black Rock Grazing Co-op Inc.. The OGNB voted to disapprove the name.

Additional notes, including any Tribal input details


Proponent Information


Please provide one form of contact (email preferred):


 Proponent's Name: Ron V. Mobley


Agency or Organization, if applicable:

Black Rock Grazing Cooperative / Landowner ^{Neighboring}

 Email: rmobley@gorge.net

 Mailing Address: P.O. Box 362
Kent, OR 97033

 Phone: 541-705-7065

 Are you completing this form for someone else?
☐ Y ☒ N

If yes, please fill out the following:

Completed by:

Full Name:

Email:

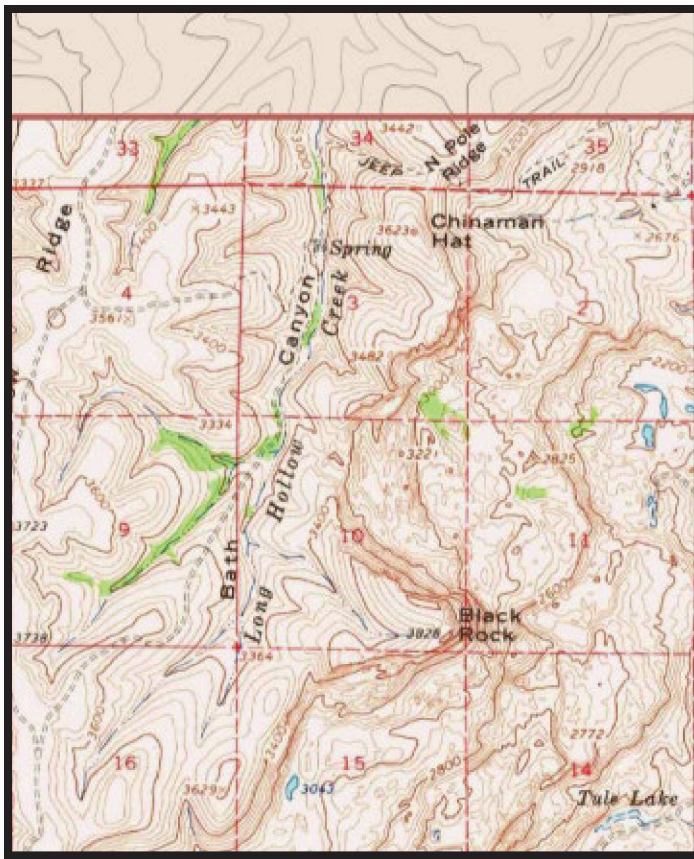
Mailing Address:

Phone:

Please submit this form and supporting documentation to: 1. By email to BGNEXEC@usgs.gov 2. By mail to the address on page 2.

Is the name you are proposing intended to honor Native Americans, their language, or culture? ☐ Y ☒ N

If yes, to ensure that the proposed name is appropriate, the BGN strongly advises proponents to work with Tribal



1:62,500-scale USGS topo map. 1966





MEMORANDUM

SUBJECT: PTAC Appointment

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: JANUARY 9, 2024

BACKGROUND INFORMATION:

At their January meeting, the Public Transportation Advisory Committee recommended the appointment of Christopher Howell to fill the seat vacated by Kris Boler. The Committee appreciated his experience with the developmentally disabled community.



INFORMATION AND QUALIFICATION FORM

Public Transportation Advisory Committee

VOLUNTEER POSITIONS
WASCO COUNTY, OREGON

BACKGROUND

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

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

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

APPLICATION

Provide personal qualifications for this specific volunteer position.

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

Name: Christopher Howell

Address: [REDACTED], The Dalles

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


E-mail address: [REDACTED]

Signature: Christopher Howell

Date: 12/11/2023 Number of years as a Wasco County resident: 8

Your objectives/goals? Desired contributions and accomplishments? Contribute to
decision making on how transportation funding will be
used to address the needs of people who experience barriers
to employment or disabilities.

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

University of Houston, B.S. Psych. Date(s): 

Date(s): _____

Date(s): _____

Date(s): _____

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

- Developmental Disabilities Service Date(s): _____

Coordinator - MCCFL Date(s): 10/2015 - 7/2020

- Vocational Rehabilitation Counselor Date(s): _____

ODHS Date(s): 7/2020 - present

General Comments/Additional Relevant Information

Send completed form to:

Wasco County
511 Washington Street, Suite 101
The Dalles OR 97058
(541) 506-2520
(541) 506-2551 (fax)



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF CHRISTOPHER HOWELL TO THE WASCO COUNTY PUBLIC
TRANSPORTATION ADVISORY COMMITTEE

ORDER #24-001

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

IT APPEARING TO THE BOARD: That a vacancy exists on the Wasco County Public Transportation Advisory Committee; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Christopher Howell be and is hereby appointed to the Wasco County Public Transportation Advisory Committee for a term which expires December 31, 2026

DATED this 7th day of February, 2024.

APPROVED AS TO FORM:

**WASCO COUNTY BOARD OF
COMMISSIONERS:**

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



INFORMATION AND QUALIFICATION FORM

Wasco County Compensation Committee

VOLUNTEER POSITIONS
WASCO COUNTY, OREGON

BACKGROUND

The Wasco County Compensation Committee, consisting of 3-5 members, meets each year to recommend a compensation schedule for the County elected officials as outlined in ORS 204.005:

APPLICATION

Provide personal qualifications for this specific volunteer position.

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

Name: Michael L Kilkenny

Address: [REDACTED]

Phone (home) [REDACTED] Phone (work)

E-mail address: [REDACTED]

Signature:

Date: 1/22/24 Number of years as a Wasco County resident: 42

Your objectives/goals? Desired contributions and accomplishments? I think that I

can contribute to the process and be a good representative

for the citizens of Wasco Co.

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

Blue Mt. Community College Date(s): [REDACTED]

University of Oregon Date(s): [REDACTED]

Date(s):

Date(s):

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

43+ years as a Mortgage Banker Date(s):

15 year member of The Dalles Lions Club, President for 2 years. Date(s): 15 + years

SVdP Chair for 10 Years Date(s): 10 years

TD High School Scholarship Foundation member Date(s): 20+ year

General Comments/Additional Relevant Information

Send completed form to:

Wasco County
511 Washington Street, Suite 101
The Dalles OR 97058
(541) 506-2520
(541) 506-2551 (fax)



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF MIKE KILKENNY TO THE WASCO COUNTY COMPENSATION COMMITTEE

ORDER #24-002

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 vacancy exists on the Wasco County Compensation Committee; and

IT FURTHER APPEARING TO THE BOARD: That Mike Kilkenny is willing and is qualified to be appointed to the Wasco County Compensation Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Mike Kilkenny be and is hereby appointed to the Wasco County Compensation Committee to serve at the pleasure of the Wasco County Board of Commissioners.

DATED this 7th day of February, 2024.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



MOTION

SUBJECT: Appointments

I move to approve Order 24-001 appointing Christopher Howell to the Public Transportation Advisory Committee and 24-002 appointing Mike Kilkenny to the Wasco County Compensation Committee.



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
DECEMBER 20, 2023

This meeting was held in person and on Zoom

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

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

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

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

Changes to the Agenda: Removal of the MDT Agreement for further revisions

Discussion Item – MCEDD Appointments and Letter of Support

APPOINTMENTS

Ms. Clark reviewed the memo included in the Board Packet. Vice-Chair Hege commented that both are excellent candidates.

{{Vice-Chair Hege moved to approve Order 23-088 appointing Kate Willis to Position 3 on the Wasco County Economic Development Commission and Order 23-089 appointing Melissa Napoli to the Public Transportation Advisory Committee. Commissioner Brady seconded the motion which passed unanimously.}}

LETTER OF SUPPORT

Ms. Clark reviewed the memo included in the Board Packet. Vice-Chair Hege commented that it is interesting that Gilliam County wants to be part of our regional Economic Development District but not part of the regional Health District. He asked why they want to leave the Eastern Oregon group. Chair Kramer replied that they are not being served; there are other counties in the Eastern Oregon group that feel similarly. He said there will be no net loss to any of the current members of MCEDD.

Commissioner Brady said that after looking at the map, it appears that Gilliam County has more affinity with the Gorge group. He asked if others will want to join. Chair Kramer replied that he does not believe so; if they did, it is not likely MCEDD would entertain that prospect as it would put them out of balance with the Washington counties they serve.

*****The Board was in consensus to sign a letter supporting MCEDD's request to modify the District border to include Gilliam County.*****

Discussion Item – Ambulance Service Area (ASA) Amendments

Emergency Manager Sheridan McClellan explained that work on the Ambulance Service Area Plan and Ordinance is ongoing and should be completed in the near future. Until that time, he is requesting an extension of the current contracts for another year or until the updates have been completed and adopted.

Commissioner Brady asked if there is any competition for service providers. Mr. McClellan answered that there is not; in fact, the ASA providers cooperate with each other to provide coverage.

Commissioner Brady asked if they are all volunteers. Mr. McClellan replied that three are paid providers, the remainder are volunteer organizations.

{{{Commissioner Brady moved to approve the amendments for the Ambulance Service Areas 1 through 8 agreements. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion Item – Election of 2024 Chair/Vice-Chair

Ms. Clark explained that historically the Board Chair and Vice-Chair have served for two consecutive years as it is less disruptive for staff and provides continuity for the Board.

Chair Kramer said he is willing to continue.

{{{Commissioner Brady moved to continue with Steve Kramer as Chair and Scott Hege as Vice-Chair for the 2024 calendar year. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion Item – Insurance Agent of Record

County Counsel Kristen Campbell reviewed the memo included in the Board Packet. Commissioner Brady asked if there will be more continuity benefits than disruption. Ms. Campbell replied that there will be more benefits. Vice-Chair

Hege said he thinks this makes sense.

Chair Kramer asked if there will be financial transactions between the County and Partners Group. Ms. Campbell replied that CIS pays for the Agent of Record. No money flows between the County and the Agent of Record.

Commissioner Brady commented that Ms. Wimber does very good work.

{{{Commissioner Brady moved to assign Partners Group as Wasco County's Agent of Record. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Consent Agenda – 12.6.2023 Minutes; Reappointments; Mosier IGA

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

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

Agenda Item – NORCOR Updates

Northern Oregon Corrections Business Manager Nichole Biechler introduced the Adult Jail Manager Joyce Orendorff and Juvenile Jail Manager Daniel White.

Commissioner Brady asked about the roles of the three managers. Ms. Orendorff replied that she oversees the Adult Corrections Facility; Mr. White oversees the Juvenile Corrections Facility and Ms. Biechler oversees all shared services.

Mr. White reported that they have renovated the garden area and installed new cameras. They are in rate negotiations for a more sustainable level of programming. The control room is being eliminated on the Juvenile side in alignment with their philosophy of management.

Vice-Chair Hege asked about the approach of no control room. Mr. White responded that the control room is predicated on an old model of remote supervision. What they have found is that it encourages disorder and violence and eliminates social connection. The new model will remove the control point. That will remove the physical barrier to engagement with youth and allows staff to intervene more quickly. Direct supervision models have better outcomes for residents and create a more peaceful environment. There is usually staff push back to the shift; but once in place, staff universally finds that it works better. There is not a lot of down side to the model.

Commissioner Brady commented that staff interacting with youth is good for them. He stated that there is a need for mental health in our area and asked how the jail is responding. Ms. Orendorff responded that if someone is in a mental health crisis, staff evaluates if jail is the right place for them. If they do take that person in, there mental health units and a mental health provider on staff. If they are charged with a crime, NORCOR is required to take them.

Ms. Biechler thanked the Commissioners for their work in this area - it is important to have that voice. Chair Kramer said that as we move forward, sometimes jail is our saving grace to get these folks to treatment. We cannot lose sight of that as we move through the reforms. He asked the Managers to provide a memo on the pros and cons for mental and medical so he has that as we move through the AOC Health and Human Services and Public Safety meetings. He wants be an educated part of that conversation. Ms. Biechler said they would be happy to provide that, adding that she will be attending the January/February AOC meetings.

Vice-Chair Hege asked if the new juvenile model will be employed in the adult facility. Ms. Orendorff explained that they do not believe that it would benefit the adult side. They have Corrections Officers on the floor and a control point with 24/7 monitors. The new program makes more sense with the configuration on the juvenile side. She noted that they have a non-certified staffer at the monitors. Mr. White agreed that the adult side has a much different set up which is not conducive to the program that is being introduced on the juvenile side; you would almost have to double the staff on the adult side to make it work.

Vice-Chair Hege asked about the Community Coalition. He observed that NORCOR had been picketed by this group for more than a year. Ms. Biechler said that NORCOR met with them last week; it is fascinating to see the transition as they become educated about what NORCOR does. She said they are a great group. She reported that they have developed a scope-of-work agreement with them and are focusing on understanding legislation and where their voices can be heard. It is nice to get their outside perspective. Vice-Chair Hege said the NORCOR board formalized the formation of the Community Coalition. He explained that in the original NORCOR charter this was identified but not acted on. He asked if the Coalition also meets with inmates. Ms. Biechler responded affirmatively; saying that, with prearrangement, they bring gifts to inmates.

Commissioner Brady commented that it is great to see the two sides come together. Vice-Chair Hege said that it is remarkable considering how much animosity existed previously. Both sides want it to be successful and effective.

Chair Kramer reported that Wasco County Juvenile Services Director Rogers and Clackamas Juvenile Services Director McMann will be joining the AOC meetings to include youth in our conversations.

Department Updates

County Clerk Lisa Gambee said they are preparing for May elections and there will be general elections in November. There are currently 3 who have filed for Commissioner Kramer's position. If one person wins 50% + 1 in the May primary, they win the election. Otherwise, the top 2 move to the November ballot for a final vote. She said they are encouraging signature updates from voters where appropriate.

Commissioner Brady asked if vote counting systems are satisfactory. Ms. Gambee replied that they are in good shape and looking forward to the move as that will allow all of their election tasks to be completed in one area.

Planning Director Kelly Howsley-Glover reported that staff is doing great and keeping up with applications. The most recent Household Hazardous Waste event was successful. Flood plain work is ongoing and she has been consulting with members of the public. She announced that her department will be coming before the Board on January 17th for Ordinance updates; information will be shared with the public prior to that meeting. The updates are to make the documents more useable. She expressed her gratitude for her excellent team. She added that her department is also fortunate to have good partners.

Information Systems Director Andrew Burke reported that for the past year they have been evaluating building security and video management software for all County campuses. The recommendation is to implement a plan in 4 phases over the course of 4 years. There is a product they are recommending as it works well with the current video system and will be the most cost-effective approach.

Mr. Burke went on to say that he has been to the 3rd Street offices several times evaluating current capabilities for the Commissioners' Board Room. His team is assessing what hardware will be needed to get it up and running. He said they can get a clean microphone system set up in the room. He predicted the room will be useable in approximately 6 weeks.

Commissioner Brady asked how many buildings are in the security plan. Mr. Burke replied that there are 8 or 9 in total.

Commissioner Brady asked how many partners the Information Systems

Department serves. Mr. Burke replied that we provide services for North Central Public Health District and Mid-Columbia Center for Living. Commissioner Brady asked if that includes building security. Mr. Burke answered that is included - we are full service. Commissioner Brady asked if we provide services to the City of The Dalles. Mr. Burke said there is some cross-over, but the City has their own IT Department.

Administrative Services Director Ali Postlewait said GOHBI is officially out of the 3rd Street offices and the building has been rekeyed. She said that in early January, Ms. Clark will be helping her with an inventory of the building. Utilities, janitorial, etc. have been transitioned to the County and GOHBI signage has been removed with the exception of parking signs; new parking signs will go up in the next month or two. Space planning is moving along; she and Mr. Stone meet with them regularly.

Commissioner Brady asked if the parking is public. Ms. Postlewait replied that it is not public; current tenants can park there as part of the terms of their leases. She added that she would be happy to provide a tour for any Commissioner who would like to see the space.

Finance Director Mike Middleton announced that as of last week, his time is 100% spent at the County; his last day supporting MCCFL was Tuesday of last week. Staff has been working through the audit; that should be completed and ready for a Board presentation in January or February. He stated that he has begun work on the budget process. The 9-1-1 budget has to be completed first as it includes partners. His team is excited about moving to 3rd street.

Mr. Stone reported that the Information Systems team got our virtual internet link up at 3rd street. He is spending a lot of time on the Resolution Center trying to pick up some of the pieces after we lost our partner. He and others are working with State and legislative partners to rebuild the funding; we are about halfway there. Work is ongoing on the 159 acre property. Mr. McClellan wrote a grant that funded a lot of the dead tree clean up that is ongoing. He met with Chenoweth Water to get potable water to the site. They have rebuilt the valve boxes and activated the fire hydrants. He will meet with them again today to work on putting in domestic water service so we can get the house connected to potable water. Work on the 10th Street property is moving forward to prepare for the Resolution Center. We are working with GSI Water for water rights on that property; some go back to the 1860s. We are also working with a change management consultant to facilitate our upcoming Leadership Summit.

Commissioner Brady asked about Kramer Field. Mr. Stone said he is working to gather all the needs from user groups. Some of the smaller groups have not responded but he suspects their needs will be similar to the larger groups' - more space and better maintenance.

Vice-Chair Hege asked about the 4 acre easement. Mr. Stone said it is a recorded easement. He went on to say that there is a pipe in the ground and a pump in the well. It does have electricity but we are not sure it is active; that is part of the work we are doing. We also have to determine a watering plan for the summer as we have to use the irrigation rights. It is challenging to work with such old maps.

Commissioner Brady asked if we have heard anything from the Discovery Center. Mr. Stone replied that we have not.

Mr. Stone concluded by saying that he and Vice-Chair Hege are working with the city and Scott on next steps for QLife.

Friends of the Gorge Conservation Director Rudy Salakory said that he wants to change the perception that the only time the Friends show up is to say "No." He wants to be here to work together – seeking a similar outcome to what happened with the NORCOR groups. He said he wants to take advantage of that momentum to work together even on the items we disagree on and hopes to have more conversations to create a plan for moving forward.

Commissioner Brady said that from his knowledge the River Keepers, he understands their philosophy is to get people on the river which will inspire appreciation for the river and motivate people to protect it.

Chair Kramer added that when people come to enjoy those resources, they often want to stay; we need places for them to live and work. He said he appreciates the opportunity to have those conversations. Vice-Chair Hege agreed, saying that he appreciates Mr. Salakory being here and the opportunity to work together.

Commission Call

Vice-Chair Hege said they are creating a QLife presentation about large project – how do we provide fiber to the home. The bigger discussion is around the future of QLife.

The Outreach Team continues to work on organization

The City of The Dalles and Urban Renewal are working to develop parking across from Old Griffith Motors Bldg. - 20 or so spots.

Commissioner Brady asked how talks with the Parks District are progressing. Vice-Chair Hege said he is meeting with them today.

Commissioner Brady said he does not have much to report.

Chair Kramer said he continues to work on the Resolution Center project; he shared the presentation at AOC as a shovel ready project on their list to identify funding.

The AOC Community Development Committee has authorized a subcommittee on the environment. Commissioner Brady asked if that is separate from the EEOU. Chair Kramer said that it is; the subcommittee will dive into waste, methane, etc. It is an attempt to engage more county representatives.

10:21 ADJOURNED

Chair Kramer adjourned the meeting at 10:21 a.m.

Summary of Actions

MOTIONS

- **To approve Order 23-088 appointing Kate Willis to Position 3 on the Wasco County Economic Development Commission and Order 23-089 appointing Melissa Napoli to the Public Transportation Advisory Committee.**
- **To approve the amendments for the Ambulance Service Areas 1 through 8 agreements.**
- **To continue with Steve Kramer as Chair and Scott Hege as Vice-Chair for the 2024 calendar year**
- **To assign Partners Group as Wasco County's Agent of Record**
- **To approve the Consent Agenda: 12.6.2023 Regular Session Minutes; Mosier Grant IGA; Reappointments:**
 - **Order 23-056 Reappointing Blaine Carver to Bakeoven Watershed Council**
 - **Order 23-057 Reappointing Pat Davis to Wasco County Budget Committee**
 - **Order 23-058 Reappointing Ken Polehn to Wasco County Budget Committee.**

- **Order 23-059 Reappointing DeOra Patton to Wasco County Budget Committee**
- **Order 23-060 Reappointing Justin Brock to the Wasco County Economic Development Commission**
- **Order 23-061 Reappointing Fritz Ellett to Wasco County Economic Development Commission**
- **Order 23-062 Reappointing Tonya Brumley to Wasco County Economic Development Commission**
- **Order 23-071 Reappointing Daniel White to Local Public Safety Coordinating Council**
- **Order 23-072 Reappointing Carol Bernal to Local Public Safety Coordinating Council**
- **Order 23-071 Reappointing Daniel White to Local Public Safety Coordinating Council**
- **Order 23-072 Reappointing Ted Franks to Local Public Safety Coordinating Council**
- **Order 23-075 Reappointing Kristen McNall to Mosier Watershed Council**
- **Order 23-076 Reappointing Todd Stevens to Mosier Watershed Council**
- **Order 23-077 Reappointing Wade Root to Mosier Watershed Council**
- **Order 23-079 Reappointing Scott McKay to North Central Public Health District Budget Committee**
- **Order 23-080 Reappointing Mike Davis to the Wasco County Planning Commission**
- **Order 23-081 Reappointing Mike Davis to the Wasco County Planning Commission**
- **Order 23-082 Reappointing Martha Blair to The Dalles Watershed Council**
- **Order 23-083 Reappointing Steve Byers to The Dalles Watershed Council**
- **Order 23-085 Reappointing Ryan Bessette to Wasco County Forest Collaborative Steering Committee**
- **Order 23-086 Reappointing Larry Magill to the Wasco County Forest Collaborative Steering Committee**
- **Order 23-087 Reappointing John Nelson to the Wasco County Forest Collaborative Steering Committee**

CONSENSUS

- **To sign a letter supporting MCEDD's request to modify the District**

border to include Gilliam County.

Wasco County
Board of Commissioners

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



CAMPBELL PHILLIPS PC
Attorneys at Law

LEGAL MEMORANDUM

To: Wasco County Board of Commissioners
From: Kristen Campbell, Campbell Phillips PC
Date: January 9, 2024
Re: Fair Board MOU

Background

The Board of County Commissioners and the Fair Board exercise a collaborative approach toward conducting a high-quality Fair event each year and maintaining and improving facilities and property at the Fairgrounds. Historically, this relationship has been informal but is evolving in complexity to include added shared personnel, substantial fairground improvement projects and the increased utilization of the fairground property along with additional shared goals for expanded future fair and non-fair uses. These, in addition to challenges that materialized during the 2022 Fair season, precipitated discussions about how best to coordinate County and Fair Board efforts. The Oregon Revised Statutes allows for an agreement that defines and delegates certain contractual matters. Specifically, ORS 565.230(4) states:

(4) A county court may conclude that an agreement is needed to protect the county and the county court from liability relating to personnel or contractual matters. If the county court asks the county fair board to begin negotiations for an agreement, the county fair board and the county court must enter into an agreement concerning the rules, policies and procedures to be used in the conduct of fair activities for the purpose of limiting the liability of the county for personnel and contractual matters

...

The attached agreement, in the form of a memorandum of understanding (MOU), was designed to clarify and reinforce the partnership between the Fair Board and Board of Commissioners in support of the annual Fair event and fairgrounds property. The agreement memorializes a more focused role for the Fair Board: to plan, prepare and produce the County Fair. The agreement also provides for County oversight of public contracting, fairground maintenance/improvements, risk management, legal oversight and the non-fair utilization, administration, budgeting and financing of the fairground for activities including, but not limited to, emergency preparedness, camping and recreation, educational activities and events. These duties are further defined as follows:

Roles and Responsibilities Currently Provided by County

- Major project coordination, evaluation, and management
- Facility management- both capital and maintenance
- Grant writing, management and record keeping
- Group scheduling, coordination and contracting
- Fiscal management and reporting
- Supervision of staff including, but not limited to, performance evaluations, disciplinary actions, work scheduling, site management
- Legal services
- Fair operations support including, but not limited to, law enforcement, emergencies, etc.

Roles and Responsibilities currently of the Fair Board

- Fundraising and sponsorships
- Selection and approval of entertainment contracts
- Selection and approval of rodeo contractors
- Selection and approval of vendor contracts
- Fair preparations and management
- Event coordination, including judges, contests, etc.
- Fair marketing and advertising
- Approval of new uses of the grounds
- 4H support and operations
- Fiscal support of fair events

The lists above are not all-inclusive; some items on the list may have shared responsibilities.

Wasco County
And
The Wasco County Fair Board
Memorandum of Understanding ("MOU")

Parties: Wasco County, acting by and through its Board of Commissioners ("County").

Wasco County Fair Board, appointed by the Board of Commissioners ("Fair Board").

Definitions: "County Board" means the Board of County Commissioners, elected by the voters of Wasco County.

"County Department" is the Wasco Administrative Services Department, a County department whose function is to manage the Fairground, including its use, on behalf of Wasco County.

"County Fair" means the annual Wasco County Fair event, including the time set for the public use and reasonable time for set up and tear down, unless stated otherwise.

"Fairgrounds " means a portion of the ground and property owned, leased, used or controlled by the County located at 81849 Fairgrounds Road, Tygh Valley, Oregon, including but not limited to buildings and related structures. "Fairgrounds" excludes Hunt Park except during the County Fair.

Purpose: To clarify the understanding between the parties regarding: 1) the annual County Fair event, 2) the management of certain Fairground property both when it is and is not devoted to the use and production of the County Fair, 3) the protocols between the parties, and 4) provide some protection from liability for the County.

Recitals:

A. The County's powers are exercised by and through the elected County Board, statute, ordinance and adopted policies.

B. The County Board exercises its powers through delegations of authority and responsibility to various appointed boards, officers, and employees of the County.

C. Regarding the County Fair, the Fair Board is also empowered by state statute. It is desirable and in the best interests of all to clarify, by this MOU, the protocols that are to govern the management of the Fairground, and the production of the County Fair.

D. The primary function of the Fair Board should be to oversee the planning, preparation, and production of the County Fair.

E. Except in case of emergency, during the period of the County Fair, the Fair Board should have the use and control of the Fairground or such part of it as is needed for County Fair purposes. The Fair Board will appoint a Manager to act as the Fair Manager of the County Fair subject to approval by the County Board, which approval shall not be unreasonably withheld ("County Fair Manager").

F. During the rest of the year, the management of the Fairground should be the responsibility of the Administrative Services Department and the employee designated as Fairground Manager ("Fairground Manager"), who will be responsible for the day-to-day management pursuant to the direction of the Director of Administrative Services, in accordance with County policies and procedures and subject to the ultimate supervision and control of the County Board. The County Fair Manager and the Fairgrounds Manager may be the same person upon mutual concurrence of the Fair Board and the Director of Administrative Services.

UNDERSTANDING: Now Therefore, the Parties Agree to the Following Provisions, Relationships, Protocols and Matters Set Forth Below:

1. Fair Board: The County Board will appoint between a five to seven person Fair Board. One County Commissioner may serve as a member of the Fair Board and act as Board President in lieu of appointing a lay citizen, with the concurrence of a majority of the County Board of Commissioners.

a. Each Fair Board member must be a resident of the County or, with Board approval, not more than one resident of a neighboring county or Tribe that regularly participates in the Fair. In its appointments to the Fair Board, the County Board will strive to achieve a balance of skills, interests, diversity and geographic representation, to the extent practicable.

b. Fair Board members will serve terms as set forth in the Fair Board Bylaws as may be amended from time to time.

c. Pursuant to ORS 565.210(3), each member of the Fair Board is required to furnish a good and sufficient bond or irrevocable letter of credit in favor of the County, conditional upon faithful performance of the duties of the office. The County will secure the bonds with charges to be assessed as appropriate to the Fair Board.

d. Fair Board members are subject to removal by the County Board per ORS 565.225 (for inefficiency, neglect of duty, misconduct in office, incompetence, incompatibility, dereliction of duty or other good cause). The County Board shall conduct all procedures to remove a Fair Board member in accordance with state statute. The County

is not liable for decisions or activities of the Fair Board, or any of its members, that are outside the scope of their duties, or constitute malfeasance in office or willful or wanton neglect of duty.

2. Officers: Annually, the Fair Board shall elect a President and Vice-President, and Secretary. Each will perform the duties normally associated with those offices. One officer will be designated as liaison to the County Board.

3. Secretary: The Fair Board will annually select a secretary, who may be a member of the Fair Board or the Fair Board may utilize the Fairground Manager, or Fairground Manager designee, as the secretary. The County will secure the secretary's bond with charges to be assessed as appropriate to the Fair Board. The secretary will be the official custodian of the Fair Board records and will perform the duties normally associated with that office, plus such other duties as are assigned by the Fair Board.

4. Procedures:

a. The Fair Board may establish the procedures it deems best in order to discharge its responsibilities subject to the terms of this MOU and to applicable laws, such as Oregon's public records and meetings laws, and government standards and practices law. The Fair Board shall adopt its own bylaws that include, at a minimum, the following provisions: (i) that a majority of the members of the Fair Board constitutes a quorum for the transaction of all business at meetings, (ii) that in the absence of the president another member of the Fair Board will perform the duties of the president, and; (iii) other provisions deemed necessary including those in County policies. Copies of the Fair Board's bylaws, meetings notices, and minutes will be furnished to the County Executive Assistant.

b. The Fair Board shall comply with all applicable state laws and County policies and procedures in terms of contracts, personnel, budget, and fiscal management.

c. The Fair Board shall award, execute, be responsible for, and manage all public purchasing contracts, permits and licenses related solely to the County Fair, and; has authority to cancel or terminate such contracts as provided in the contract or by law, and; to further delegate this authority to the County Fair Manager.

d. The Fair Board is prohibited from soliciting, negotiating, awarding or executing any contracts, permits, licenses or other documents that, in any manner, may impact the County's authority over the Fairground outside the County Fair, without approval of the County Administrative Officer. The Fair Board shall allow the Fairground Manager opportunity to review contracts, permits, licenses, and other documents prior to award and execution to ensure compliance with this provision. In the event of impact on the County's authority outside the County Fair, the County Administrative Officer has authority to require document modifications or conditions to the approval, including that the County execute the contract and that it manage matters outside the County Fair.

e. Subject to the conditions in b., c., and d. above, in conducting solely County Fair business, the Fair Board agrees to follow the County's purchasing rules, with changes as follows: (i) the "Fair Board" is substituted for "department" or "Department" (except where the Fair Board is specifically referenced in County rules); (ii) the Fair Board will act as the decision maker with respect to any protest of intent to award a contract that is filed, and has authority to call and open bids and award and execute County Fair contracts; (iii) the Fair Board is substituted for the County for purposes of waiver of competitive selection for personal service contracts, sole source findings; and authority to execute contracts and their amendments, grants and grant documents; (iv) the County Fair Manager is substituted as the "public officer" and "department director". In accordance with these rules, the County Board will serve as the contract agency and local contract review board for the Fair Board, and the County's contract process and competitive exemption rules in Wasco County Rules also apply to the Fair Board.

f. To the extent possible and practicable, the Fair Board shall require third party contractors to agree to defend, and indemnify the Fair Board, its members, Wasco County, its Commissioners, officers, agents and employees and provide additional insured coverage for the same on the contractor's liability insurance, in addition to any other standard County contract provisions.

g. In the event it was necessary for the County to execute contracts, permits, or licenses prior to the first meeting of the current Fair Board, if there are any in the name of the "Fair Board" which cover matters solely outside the County Fair, the parties agree that the Department of Administrative Services assumes full responsibility and management of those contracts, permits, and licenses.

h. In the event it was necessary for the County to execute contracts, permits, or licenses prior to the first meeting of the current Fair Board, if there are any in the name of the "Fair Board" which cover matters both related and unrelated to the County Fair, the parties agree that the name of the contracting party will be the County, but by this MOU, the Fair Board is solely responsible for management and liability to the extent it concerns County Fair matters. The parties will cooperate in resolving an equitable sharing of costs and accounting in such contracts.

5. Use of Certain Fairground Property for County Fair: The County agrees to devote the Fairground to the exclusive management of the Fair Board only during the time for the County Fair, with the exception of: Wasco Fairground administrative offices; year-round Fairground storage, electrical and mechanical areas, and appropriate ingress and egress as more specifically designated by the Fairground Manager. The Fair Board and County shall coordinate and cooperate concerning the use of this excepted property during the time of the County Fair.

In addition, with regard to the exclusive management of property by the Fair Board during the County Fair, the County may reasonably request access, such as to inspect for safety reasons, to protect property, to respond to emergencies, to address other life, health and safety needs, or when it would not interfere with County Fair work. The Fair

Board agrees to grant reasonable requests for access by the County. Any actual use of property not expressly devoted for the use of the County Fair in accordance with this provision does not constitute devotion by implication.

6. County Fair: The Fair Board is responsible to ensure that a suitable County Fair is planned, prepared and produced each year. To discharge this responsibility, the Fair Board has and may exercise all related powers, including:

a. Making rules and regulations for the conduct and management of the County Fair (ORS 565.240).

b. Providing security during the County Fair, including, if necessary, the appointment or approval of marshals or police. (ORS 565.240).

c. Setting the dates of the County Fair provided it does not interfere with any pre-existing reservations of the Fairgrounds.

d. In exercising the above powers, the Fair Board shall give priority to: (i) the personal safety and security of members of the public who attend, as well as those who work and participate in the County Fair, and (ii) to the security and preservation of the property being used at the Fairground. The Fair Board shall maintain and keep the Fairground in good repair and condition during the County Fair, normal wear and tear excluded, and shall not contract for public works or capital improvements without the approval of the County.

e. The Fair Board shall ensure that the County Fair business is conducted in compliance with all applicable statutes and policies and protocols, and that the staff and employees involved with the County Fair are suitably informed and trained. The County Board, Fair Board, County Administrative Officer, County Fair Manager and Fairground Manager agree to consult and collaborate to assure the Fair Board is able to achieve compliance.

f. Plan. Annually, the Fair Board will develop or update short and long-term plans for the planning, preparation, development, promotion and production of the County Fair. Copies of the business plan and updates will be furnished to the County Board liaison and the County Administrative Officer, and will be reviewed during the joint meeting between the County Board and the Fair Board.

7. Authority and Management of Fairground Outside County Fair: As the landowner, the County has established the Department of Administrative Services as a department to manage the use of the Fairground at times other than during the County Fair. The Department of Administrative Service's responsibility is to maximize the use of the Fairground to the fullest extent possible for the pleasure, recreation and benefit and emergency preparedness of the public outside the County Fair and to maintain and preserve the Fairground. As deemed appropriate by the Fair Board, it may make reasonable proposals to the County on ways to more fully utilize the Fairground and to meet both the

County's and Fair Board's interests. The Fair Board will not exercise authority over the Fairground at times other than the County Fair without the express approval of the County.

Fairground Manager/County Fair Manager /Personnel/Volunteers: The County agrees to provide meeting space and access to the Fairground as appropriate for Fair Board business, both during the County Fair and otherwise.

a. The County employs a Fairground Manager whose duties include, but are not limited to the management of the Fairground except with respect to the production of the County Fair. The Fairground Manager reports to and is supervised by the Director of Administrative Services or designee with respect to Fairground events outside the County Fair. The Fairground Manager will work under the direction and supervision of the Director of Administrative Services or designee in connection with the day-to-day and year-round management of the Fairground outside of the County Fair; the Fair Board does not have any directive or supervisory authority over the Fairground Manager for this purpose. Making decisions about use and management of staff for County Fair work is an assigned duty of the Director of Administrative Services. In the event of a vacancy of the Fairground Manager position, the Director of Administrative Services will consult with the Fair Board on the position description for the Fairground Manager.

b. The Fair Board will appoint a County Fair Manager who will work under the direction and supervision of the Fair Board in connection with the operational matters relating solely to the County Fair. Initially, the Fair Board will appoint the same individual currently serving as the Fairground Manager as its County Fair Manager, with the understanding that this individual may need to attend to County business when there would not be significant interference with County Fair work. After 2025, if the Fair Board determines that it is in the best interest of the County Fair to select someone other than the then current Fairground Manager to serve as the County Fair Manager, the Fair Board may raise the issue at a joint meeting between the Fair Board and the County Board. At the joint meeting, the Fair Board and the County Board will also discuss whether, how and when to implement any changes to the County Fair Manager position, and how the Fair Board will fund the change.

c. The Fairground Manager will be evaluated annually by the Director of Administrative Services or designee following consultation with the Fair Board.

d. The County may engage other employees to assist the Fairground Manager as resources and circumstances allow. Volunteers are recognized as a source of assistance in connection with both Fairground and County Fair matters.

8. Structure/Organization/Liaison:

a. Initially, the Fairground Manager will report to the Director of Administrative Services; however, the County Director of Administrative Services may evaluate the appropriate placement of the function within the County organization.

b. The Director of Administrative Services and the Fairground Manager will ensure communication, exchange of information, access to County support services (e.g., fiscal, budget, legal, human resources, etc.) and such other coordination with the County Board, Fair Board, and County departments is provided as is useful or necessary.

c. The Fair Board shall designate one of its members to be a liaison with the County Board. The Director of Administrative Services or designee will serve as the County's liaison with the Fair Board. Liaisons shall keep their respective board members and each other apprised of all significant activities, events, or issues that may arise, in particular any which would likely impact the other Board. When major actions or projects are contemplated which affect the Department of Administrative Services or the County Fair, the liaisons shall bring it to the attention of the County Board Chair and the Fair Board President for the purpose of scheduling a joint meeting to discuss and consult regarding the proposed action or project if necessary.

9. Business Plan: The County Fair Manager will assist the Fair Board to develop a suitable business plan for the production of the County Fair, in coordination with the County Director of Administrative Services. Additionally, the Fairground Manager will assist the County Board to develop a suitable business plan for the year round management of the Fairground, in coordination with the Director of Administrative Services. The Fair Board and the County Board will review the business plans as needed at their joint meeting. Those plans can be incorporated into a single plan as deemed necessary.

10. Budget and Fiscal:

a. The County Finance Director will provide the fiscal oversight, accountability and reporting for the County regarding the Fairground and the County Fair Manager will provide the fiscal oversight, accountability and reporting for the Fair Board and the County Board regarding the County Fair in conjunction with the County Finance Director. The Fair Board and the County shall ensure that the Fairground and the County Fair are operated in compliance with all applicable state and County laws, ordinances, rules, policies and procedures relating to budget and fiscal management. The County reserves the right to limit operations of the Fair in the event that the Fair Board makes financial decisions not supported by the budget.

b. The parties, including the County Finance Director, the Fairground Manager and the County Administrative Services Director will collaborate to maintain the Fair Fund within the budget that satisfies ORS 565.325 and applicable county budget and fiscal policies.

11. County and Fair Board Liability: It is a mutual objective of the County Board and the Fair Board to implement such fiscal, budget, legal and management policies, procedures and practices to limit the exposure and liability of the County, the County Board and the Fair Board.

a. Subject to section 1.d. above, the County will arrange for insurance for decisions or activities of the Fair Board and its members that are within the scope of their duties, and that do not constitute malfeasance in office or willful or wanton neglect of duty. The County will determine the coverage and limits that are reasonable based on the risks. Coverage amounts will be no less than the limits of the Oregon Tort Claims Act. Insurance for the Fair Board and its members constitutes an expense of the County Fair and will be reflected in the Fair Board's budget.

b. The County will secure the bond coverage described above in Sections 1 and 3.

c. The Fair Board may consult with County Counsel and the County Risk Manager as it deems advisable to ensure that these objectives are met with respect to the County Fair.

d. The County will secure or provide insurance as it deems reasonable for its risks related to the Department of Administrative Services, including for services provided to the Fair Board relating to the County Fair covered by this MOU.

12. Annual and Other Joint Meetings:

a. At least annually at a reasonable time after completion of the County Fair, the County Board and Fair Board may hold a joint meeting, the purpose of which will be to review the reports described below and to discuss topics of mutual concern. At or prior to the meeting, the Fair Board will furnish the County Board with the following (or an appropriate summary):

1. A summary of any significant operational issues or unresolved matters that have arisen since the last joint meeting.

2. The current business plan.

3. Information describing current and anticipated events, past, current and projected financial condition and such additional information as determined by the Fair Board or requested by the County Board.

b. The County Board and the Fair Board may schedule and hold additional joint meetings as mutually determined to be needed or desired. Scheduling of additional joint meetings is subject to the reasonable availability of the members of both boards.

13. Amendments: This MOU may be amended from time to time as needed, by mutual written agreement.

Dated this _____ day of _____, 2023.

WASCO COUNTY FAIR BOARD

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WASCO COUNTY

BOARD OF COMMISSIONERS

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Phil Brady, County Commissioner

MEMORANDUM OF UNDERSTANDING (DRAFT)

between Wasco County and Wasco County 4-H

1. PARTIES TO AGREEMENT

This Agreement between the State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University and its OSU Extension Service, Wasco County 4-H, hereafter called 4-H, and Wasco County, a political subdivision of the State of Oregon, acting by and through the Wasco County Fair, hereafter called COUNTY, is made pursuant to ORS 190.010 (Cooperative Agreements).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which 4-H will provide services to the Wasco County Fair to COUNTY in meeting the Wasco County Fair mission of providing a quality youth fair.

3. TERM AND TERMINATION

- 3.1 This Agreement shall be effective for the period upon execution and ending on December 31, 2023, unless sooner terminated or extended as provided herein.
- 3.2 This Agreement may be extended for an additional period of one year by signed, written agreement of the parties. Any modifications in the terms of such amendment shall be in writing and submitted between September 1, 2023 and December 31, 2023.
- 3.3 This Agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing and delivered by mail or in person. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 3.4 COUNTY may terminate this Agreement effective upon delivery of written notice to 4-H or at such later date as may be established under any of the following conditions:
 - a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
 - c. If any license, certificate, or insurance required by law or regulation to be held by 4-H to provide the services required by this Agreement is for any reason denied, revoked or not renewed.

- d. If 4-H fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - e. If 4-H fails to perform any of the provisions of this Agreement or so fails to pursue the work as to endanger the performance of this Agreement in accordance with its terms and after written notice from COUNTY, fails to correct such failure(s) within ten (10) days or such longer period as the COUNTY may authorize.
- 3.5 Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. FUNDING AND BILLING

- 4.1 Requests for preapproved payments or requests for reimbursement shall be submitted to the COUNTY to the attention of Wasco County Fair no later than September 30th

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

5.1 UNDER THE TERMS OF THIS AGREEMENT, 4-H SHALL:

- a. Submit, by July 15th annually, a detailed fairgrounds work plan with budget to Wasco County Facilities Manager and Budget Authority that covers both 4-H and FFA organizational needs.
- b. Provide labor for annual fairgrounds cleanup and improvements
- c. Clean barns, arenas, 4-H building before and after use
- d. Contract and provide bedding for all 4-H and FFA stalls/pens.
- e. Provide shade cloths for barns including set up and take down
- f. Manage and host Livestock Fair Superintendents
- g. Enforce Wasco County Fair Biosecurity Guidelines as outlined in Exhibit A.
- h. According to Oregon State Archives 166-150-0005 regarding County Fair Records: Maintain exhibit entry, judging and award records of all activities related to judging and awards for 4-H. Records include press releases, entry forms, entrant rosters, judging sheets, photographs, etc.
- i. Facilitate 4-H/FFA premium payout
- j. Pay \$50 for the outdoor arena to be groomed, if requested for an event by 4-H Staff.
- k. Order and pay for all 4-H Ribbons.
- l. Provide wristbands for 4-H exhibitors.
- m. Provide 4-H Staff and volunteer name tags.
- n. Publish a 4-H/FFA Exhibitor's Handbook, electronic version.
- o. Recruit and communicate rates, schedules, and event details to livestock and small animal judges for open class, 4-H, and FFA.

5.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

- a. Pay for judges at fair events *hosted at the Wasco County Fairgrounds*. Number of judges may vary annually based on participation and number of events. Judges will be hired based on the annual budget of Wasco County Fair.
- b. Allow free admission via wristbands to 4-H Exhibitors with animals requiring daily care and 4-H Volunteers
- c. Reimburse supplies purchased by 4-H Staff for annual fairgrounds clean-up and improvements per work plan and budget submitted by 4-H no later than July 15th not to exceed without prior County permission
- d. Allow 4-H groups to utilize the outdoor arena and 4-H Building at no cost for 4-H events or club meetings, after contacting Wasco County. 4-H groups will contact Wasco County Fairgrounds personnel before event to avoid schedule conflict.
- e. Field and process all 4-H camping requests and fees
- f. Keep facilities adequate for safe public use and enjoyment
- g. Provide Security staff overnight during fair

6. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement. The parties agree that this Agreement shall be administered and construed under the laws of the state of Oregon.

7. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.

8. HOLD HARMLESS

Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

9. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300}.

10. MERGER CLAUSE

Parties concur and agree that this Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change to the terms of this Agreement shall bind either party unless in writing and signed by both parties. There are no understandings,

Agreements, or representations, oral or written, not specified herein regarding this Agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

11. NOTICES

Any notice required to be given to 4-H or COUNTY under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For 4-H: OSU Extension Service, Wasco County
Fair
400 E. Scenic Dr., Ste. 2.278
The Dalles, OR 97058

For COUNTY: Wasco County
511 Washington St.
The Dalles, OR 97058

SIGNATURES

This Agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this Agreement to be executed on the date set forth below.

GOVERNING BODY OF WASCO COUNTY

_____ <u>NAME</u>	_____ Date
Wasco County Fair Board President	

_____ <u>NAME</u>	_____ Date
Wasco County Community Services Director	

OREGON STATE UNIVERSITY

_____ Nicole Strong	_____ Date
Central Regional Director	

Cathy Haas	Date
4-H Program Leader	

Contracts Officer	Date
Business Affairs PCMM	

EXHIBIT A

Wasco County Fair—Biosecurity Guidelines

Prior to Fair (Before arrival of animal exhibits and exhibitors)

Livestock/Horse Exhibitor Responsibilities:

- Ensure that animals are clean prior to arrival at fair
- Clean and disinfect all equipment (tack, grooming tools, etc.) prior to bringing to fair
- Place clean bedding in pen/stall area
- Sweep/rake all walkways, common areas, and show rings

4-H Staff/Volunteer Responsibilities

- Volunteers will disinfect fair pens prior to animals moving in
- Post signage which states no eating or pets in barns
- Set-up animal pens

Wasco County Fair Staff Responsibilities:

- Install hand sanitation stations at all designated locations
- Install handwashing signage in strategic locations in all animal areas, food areas, restrooms, and portable toilets

Prior to Opening Each Day of Fair

Livestock Exhibitor Responsibilities:

- Clean all areas (herdsmanship requirement)
 - Remove animal waste from walkways, common areas, and show rings
 - Remove soiled bedding and replace with fresh bedding
 - Be attentive to any area that needs swept or washed
- Keep animals free of manure/dirt (Herdsmanship requirement)
- Lightly spray bedding with water, as needed, to keep dust down

Wasco County Fair Staff Responsibilities:

- Pump, refill, and replenish soap/sanitizer in hand sanitation stations

During Event Hours

Livestock Exhibitor Responsibilities:

- 4-H/FFA to see that all pens are cleaned and waste put in designated receptacles before animals are released.

Wasco County Fair Staff Responsibilities:

- Removal of hand sanitizing stations



MEMORANDUM

SUBJECT: EMPG Grant

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: JANUARY 30, 2024

BACKGROUND INFORMATION:

This annual non-competitive grant helps fund our Emergency Management position/program. The deadline for return to the State was January 31, 2024. With the weather-related cancellation of the January 17th Board Session, it was not possible to bring this to the full Board for approval prior to the return deadline. Therefore, in consultation with the Board Chair, Administrative Officer, and County Counsel, I moved forward with submission to the State with the Chair's signature. The fully-executed agreement has been returned to us. The agreement is on the Consent Agenda for ratification by the full Board.



OREGON DEPARTMENT OF EMERGENCY MANAGEMENT

Dear Subgrantee,

We are pleased to inform you, your FY2023 Emergency Management Performance Grant (EMPG) application has been approved. Attached please find an electronic copy of your grant agreement with your grant award total.

Please have your jurisdiction's authorized official review, sign and return the grant agreement. Signed agreements can be returned to Oregon Emergency Management (OEM) at oem.empg@oem.oregon.gov. If there are changes in application information since submission, please contact OEM prior to signing the agreement, and you will be sent a corrected agreement for signature.

If your jurisdiction is unable to accept electronic signatures, please contact OEM to make arrangements for alternate delivery of the grant agreement.

Once signed agreements are received, OEM will execute and return a fully executed copy for your records.

The agreement must be signed by the jurisdiction's authorizing official and returned to OEM no later than January 31, 2024. If the agreement is not fully executed by that date, the offer of this grant may be withdrawn.

If you have any questions regarding the grant award conditions and certifications, award period, or the EMPG program, please reach out to your Regional Coordinator, EMPG Grants Coordinator and/or Grant Accountant at oem.empg@oem.oregon.gov.

Thank you,

Carole Sebens, Grants Coordinator
Oregon Department of Emergency Management
503-798-1938
Carole.l.sebens@oem.oregon.gov
Oem.empg@oem.oregon.gov

**OREGON DEPARTMENT
OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT
CFDA # 97.042
Wasco County
\$66,388.00
Grant No: 23-532**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Department of Emergency Management, hereinafter referred to as “ODEM,” and **Wasco County**, hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **July 1, 2023** and ending, unless otherwise terminated or extended, on **June 30, 2024** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. ODEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**
Exhibit B: **Federal Requirements and Certifications**
Exhibit C: **Subcontractor Insurance**
Exhibit D: **Information required by 2 CFR 200.332(a)**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C; Exhibit D.

3. **Grant Funds; Matching Funds.** In accordance with the terms and conditions of this Agreement, ODEM shall provide Subrecipient an amount not to exceed \$66,388.00 in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Program. Subrecipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by ODEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by ODEM, on its progress in meeting each of its agreed upon goals and objectives. The reports will address specific information regarding the activities carried out under the FY 2023 Emergency Management Performance Grant Program and how they address identified work plan elements.
- ii. Reports are due to ODEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from ODEM prior written approval to extend a performance report requirement past its due date. ODEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by ODEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31). The final RFR must be submitted no later than 30 days following the end of the Grant Award Period (the “RFR Deadline”). ODEM has no obligation to reimburse Subrecipient for any RFR submitted after the RFR Deadline.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Subrecipient agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** ODEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by ODEM upon approval by ODEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the Emergency Management Performance Grants guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity Announcement (NOFO), that are not excluded from reimbursement by ODEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/OEM/emresources/Grants/Pages/EMPG.aspx>
- b. **Conditions Precedent to Disbursement.** ODEM’s obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. ODEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow ODEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Subrecipient has provided to ODEM a RFR in accordance with Section 5.b of this Agreement.

c. Recovery of Grant Funds. Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to ODEM. Subrecipient shall return all Misexpended Funds to ODEM promptly after ODEM's written demand and no later than 15 days after ODEM's written demand. Subrecipient shall return all Unexpended Funds to ODEM within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to ODEM as follows:

- a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. NIMS Compliance.** By accepting FY 2022 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the ODEM at http://www.oregon.gov/OEM/emresources/Plans_Assessments/Pages/NIMS.aspx

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

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide ODEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.334. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. Audits.**
 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to ODEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect and hold harmless the ODEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. Subagreements** Subrecipient may enter into contracts (hereafter “subagreements”) for performance of the Project. Subrecipient must have and use its own documented procurement

procedures that conform with applicable State and Federal law, including, without limitation, 2 CFR 200.318 through 200.327. For each subagreement over \$150,000, the subagreement shall address administrative, contractual or legal remedies for violation or breach of subagreement terms and provide for sanctions and penalties as appropriate. Additionally, for each subagreement over \$10,000, the subagreement shall address termination for cause or for convenience including the manner in which termination will be affected and the basis for settlement.

- i. Subrecipient shall provide to ODEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to ODEM, upon request by ODEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
- ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from ODEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to ODEM.
- iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

b. Purchases and Management of Property and Equipment; Records. Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and all procedures for managing and maintaining records of all purchases of property and equipment including, without limitation, the following requirements:

- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements under State and Federal law, including without limitation, 2 CFR 200.318 through 200.327, and all purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
- ii. Subrecipient's property and equipment records shall include the following information at the minimum: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.

- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
 - iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to ODEM upon request.
 - v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of ODEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to ODEM that it will use the property and equipment for purposes consistent with the Emergency Management Performance Grant Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless ODEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of ODEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by ODEM.** ODEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by ODEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. ODEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of ODEM and which under the provisions of this Agreement would have required the approval of ODEM.
 - vi. ODEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to ODEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.
- d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i., v. or vi., no Grant Funds shall be disbursed by ODEM, and Subrecipient shall return to ODEM Grant Funds previously disbursed to Subrecipient by ODEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Upon termination pursuant to any other provision in this Section 10, no further Grant Funds shall be disbursed by ODEM and Subrecipient shall return funds to ODEM in accordance with Section 6.c, except that Subrecipient may pay, and ODEM shall disburse, funds for obligations incurred and approved by ODEM up to the day that the non-terminating party receives the notice of termination. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

a. Contribution.

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third-Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third-Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third-Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.
- ii. With respect to a Third-Party Claim for which ODEM is jointly liable with Subrecipient (or would be if joined in the Third-Party Claim), ODEM shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subrecipient in such proportion as is appropriate to reflect the relative fault of ODEM on the one hand and of Subrecipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODEM on the one hand and of Subrecipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODEM's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if ODEM had sole liability in the proceeding.
- iii. With respect to a Third-Party Claim for which Subrecipient is jointly liable with ODEM (or would be if joined in the Third-Party Claim), Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODEM in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of ODEM on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subrecipient on the one hand and of ODEM on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.

- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with ODEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires ODEM to return funds to the FEMA, hold harmless and indemnify ODEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the recipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of 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, organization or individual.
- f. **No Third-Party Beneficiaries.** ODEM and Subrecipient 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 or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or ODEM at the appropriate 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 sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. 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. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the

United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of ODEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind ODEM in any way. ODEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of ODEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** 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 this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, 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 and conditions.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

Wasco County

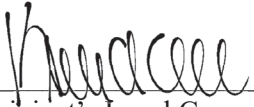
By 

Name Steven D. Kramer
(printed)

Date 1.17.2024

APPROVED AS TO LEGAL

SUFFICIENCY (If required for Subrecipient)

By 
Subrecipient's Legal Counsel

Date 1.17.2024

Subrecipient Program Contact:

Sheridan McClellan
Emergency Management Services Manager
Wasco County
511 Washington St. Ste 102
Dalles, OR 97058
541-980-0200
sheridanm@co.wasco.or.us

Subrecipient Fiscal Contact:

Mike Middleton
Finance Director
Wasco County
511 Washington St. Ste 102
Dalles, OR 97058
541-980-0200
mikem@co.wasco.or.us

STATE OF OREGON, acting by through its Oregon
Department of Emergency Management

By 

Alaina Mayfield
Preparedness Section Manager, ODEM

Date 01/29/2024

APPROVAL FOR LEGAL SUFFICIENCY

By Samuel B. Zeigler via email
Senior Assistant Attorney General

Date 10/12/2023

ODEM Program Contact:

Carole Sebens, Grants Coordinator
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-798-1938
Carole.l.sebens@oem.oregon.gov
Oem.empg@OEM.oregon.gov

ODEM Fiscal Contact:

Rick Bruno, Controller
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-983-4413
Rick.bruno@oem.oregon.gov
Oem.empg@OEM.oregon.gov

EXHIBIT A

Project Description and Budget

I. Project Description

The FY2023 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2023 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subrecipient's jurisdiction. The funds from this agreement are meant to supplement a portion of Subrecipient's day-to-day operational costs for Emergency Management, as outlined in Subrecipient's approved Work Plan. The Work Plan may be updated upon approval by ODEM.

II. Budget

There is a 50% cash match requirement on this grant.

Grant Funds:	\$66,388.00
Match Funds:	\$66,388.00
Total Budget:	\$132,776.00

Personnel Services	\$95,185.00
General Office Supplies	\$3,000.00
Other Supplies	\$2,500.00
Phone	\$3,000.00
Contractual/Professional Services	\$7,500.00
Maintenance Costs	\$3,500.00
Travel/Vehicle Expenses/Mileage	\$6,091.00
Training/Workshops/Conferences	\$12,000.00
Cost Allocations/De Minimis	\$
Other	\$
Equipment	\$
Total (Grant plus Match)	\$132,776.00

EXHIBIT B

Federal Requirements and Certifications

I. General. Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.214).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990.)
- C. Compliance with Applicable Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and ODEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including without limitation:
 - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the ODEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
 4. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
 5. 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
 6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to

demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

- 1. Non-discrimination and Civil Rights Compliance.** Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
 - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
- 2. Equal Employment Opportunity Program.** Subrecipient, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subrecipient must maintain a current copy on file.
- 3. Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

- 1.** Subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
 - b. National Historic Preservation Act, 16 USC § 470 et seq.

- c. Endangered Species Act, 16 USC § 1531 et seq.
- d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subrecipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subrecipient shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
 3. For any of Subrecipient's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subrecipient, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.
- F. PROCUREMENT OF RECOVERED MATERIALS.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.
- G. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- H. Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.
- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General

of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.
- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publicly available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.
- R. Construction Contracts.**
1. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246

Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

2. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
3. Contracts awarded by Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
4. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

S. Funding Agreements. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Grantee must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

T. Terrorist Financing. Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the EO and laws.

U. Federal Leadership on Reducing Text Messaging while Driving. Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

V. Energy Policy and Conservation Act. Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.

W. DHS Specific Acknowledgements and Assurances. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance

award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

X. Nondiscrimination in Matters Pertaining to Faith-Based Organizations. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipient must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

EXHIBIT C

Subagreement Insurance Requirements

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003 (each, a “contractor”), if any, to: i) obtain insurance specified in this Exhibit before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement, as required by any extended reporting period or continuous claims-made coverage requirements, and all warranty periods that apply. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which Subrecipient is a Party.

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

i. WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY:

All employers, including Subrecipient’s contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The contractors shall require and ensure that each of their subcontractors complies with these requirements. If a contractor is a subject employer, as defined in ORS 656.023, the contractor shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Subrecipient’s contractor is an employer subject to any other state’s workers’ compensation law, the contractor shall provide Workers’ Compensation Insurance coverage for its employees as required by applicable workers’ compensation laws including Employers’ Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

ii. COMMERCIAL GENERAL LIABILITY:

Subrecipient’s contractors shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate limit.

iii. AUTOMOBILE LIABILITY INSURANCE:

Subrecipient's contractors shall provide Automobile Liability Insurance covering their business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$500,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE:

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

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to the contractor's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, ODEM requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to contractor activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of a contractor's ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

WAIVER OF SUBROGATION:

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

CONTINUOUS CLAIMS-MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then the contractor shall maintain continuous claims-made liability coverage,

provided the effective date of the continuous claims-made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Contractor's completion and ODEM's acceptance of all services required under the Grant Agreement, or
- (ii) ODEM or Subrecipient's termination of this Grant Agreement, or
- (iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Each of Subrecipient's contractors shall provide to ODEM Certificate(s) of Insurance for all required insurance before delivering any goods and performing any work required under this Grant Agreement. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, ODEM has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Exhibit.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

Subrecipient agrees to periodic review of insurance requirements by ODEM under this Grant Agreement and to provide updated requirements as mutually agreed upon by Subrecipient and ODEM.

STATE ACCEPTANCE:

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

Exhibit D

Information required by 2 CFR 200.332(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match the name associated with its unique entity identifier):
Wasco County
 - (ii) Sub-recipient's unique entity identifier: EMKLL2MZ2NH9
 - (iii) Federal Award Identification Number (FAIN): EMS-2023-EP-00005
 - (iv) Federal Award Date: October 1, 2022
 - (v) Sub-award Period of Performance Start and End Date: From July 1, 2023 to June 30, 2024
 - (vi) Sub-award Budget Period Start and End Date: July 1, 2023 to June 30, 2024
 - (vii) Amount of Federal Funds Obligated by this Agreement: \$66,388.00
 - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: * \$66,388.00
 - (ix) Total Amount of Federal Award committed to the subrecipient by the pass-through entity:
\$66,388.00
 - (x) Federal award project description: Emergency Management Performance Grant (EMPG) Program provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. 5121 et seq.).
 - (xi) (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)
(b) Name of pass-through entity: Oregon Department of Emergency Management
(c) Contact information for awarding official of the pass-through entity: Erin McMahon, Director, PO Box 14370, Salem, OR 97309-5062
 - (xii) CFDA Number and Name: 97.042, Emergency Management Performance Grants
Amount: \$5,343,682.00
 - (xiii) Is Award R&D? No
 - (xiv) Indirect cost rate for the Federal award: 11.2%
2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.



CODE COMPLIANCE

2705 East Second Street • The Dalles, OR 97058
p: [541] 506-2564 • f: [541] 506-2561 • www.co.wasco.or.us

Pioneering pathways to prosperity.

WASCO COUNTY BOARD OF **COUNTY COMMISSIONERS** **AGENDA PACKET**

FOR

Hearing Date: January 17, 2024

Hearing Time: 9:30 am

Hearing Location: Electronically via Zoom
Meeting ID: 395 773 4524#

HEARING DETAILS: Amendments to the Code Compliance and
Nuisance Abatement Ordinance and Code Compliance Penalty
Ordinance



PLANNING DEPARTMENT

2705 East Second Street • The Dalles, OR 97058
p: [541] 506-2560 • f: [541] 506-2561 • www.co.wasco.or.us

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Date: January 17, 2024
To: Wasco County Board of County Commissioners
From: Wasco County Planning Office
Subject: Submittal for hearing dated January 17, 2024
Re: **Amendments to the Code Compliance and Nuisance Abatement Ordinance**

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Section 1.005 - Authority

This Ordinance is enacted pursuant to the provisions of Oregon Revised Statutes Chapters [92](#), [153](#), [197](#), [203](#), [215](#), [433](#), [449](#), [459](#), [468](#), and Public Law [99-663](#). It also adopts by reference the National Scenic Area Land Use and Development Ordinance, Wasco County Land Use and Development Ordinance, the Wasco County Comprehensive Plan and the Columbia River Gorge National Scenic Area Management Plan.

Some of the language in this ordinance duplicates that from the National Scenic Area Land Use and Development Ordinance and the Wasco County Land Use and Development Ordinance. In the event this duplicative language is altered the language in the amended Land Use and Development Ordinance shall apply until this Ordinance can be updated.

The Board of Commissioners is hereby authorized to administer and enforce all of the provisions of this Ordinance. The Board of Commissioners may employ qualified officers, inspectors, assistants, and other employees as shall be necessary to carry out the provisions of this Ordinance. Such County staff persons shall have full power and authority to do any and all things necessary, incidental or proper in the enforcement of said ordinance, excluding the power to arrest. The authority of the designated Code Compliance Officer to enforce the provisions of this Ordinance is independent of, and in addition to, the authority of other County officials to enforce the provisions of any other County Code.

Section 1.010 - Title

This Ordinance shall be known as the Wasco County Code Compliance Ordinance.

Section 1.020 - Purpose

The purposes of this Ordinance are: To promote public health, safety, convenience, and general welfare; to promote safety from fire and natural disaster; to assist in rendering adequate police and fire protection; to conserve, stabilize, and protect property values; to encourage the most appropriate use of land; and to preserve and enhance community livability by:

~~B.A.~~ Establishing and enforcing minimum standards regulating development without land use review and approval, non-compliance with approval, continuation of use after expiration of approval, illegal uses, dwellings and structures, accumulation of junk, solid waste, tires, and inoperable or abandoned vehicles, or other nuisances on public and private property;

~~B.~~ Establishing an administrative framework for the enforcement and abatement of violation; and by

~~C.~~ Designating violations of the Wasco County Land Use and Development Ordinance (LUDO) and the National Scenic Area Land Use and Development Ordinance (NSA LUDO) as violations of this Ordinance that may require enforcement action and abatement;

~~C.~~ Designating violations of the Wasco County Land Use and Development Ordinance (LUDO) and National Scenic Area Land Use and Development Ordinance (NSALUDO) as nuisances that require enforcement action and abatement;

All in accordance with the Comprehensive Plan for Wasco County and the Management Plan for the Columbia River Gorge National Scenic Area.

Section 1.030 - Severability

The provisions of this Ordinance are severable. If any section, sentence, clause, or phrase of this Ordinance is adjudged to be invalid by a court of competent jurisdiction, that decision shall not affect the validity of the remaining portion of this Ordinance. The Director, the Director's designee or other Approving Authority shall not approve a development or use of land that has been previously divided or otherwise developed in violation of this Ordinance, regardless of whether the applicant created the violation, unless the violation can be rectified as part of the development proposal.

Section 1.040 - Repeal

The following ordinances, together with all amendments thereto are hereby ~~superseded or~~ repealed except as provided under Section 1.060 below:

- Wasco County Solid Waste and Disposal Ordinance, Chapter 102, Section 020, Abatement of Nuisances;
- Wasco County Land Use and Development Ordinance Chapter 15, Sections 010 through 190; and
- National Scenic Area Land Use and Development Ordinance Chapter 15, Sections 030 through 190.

Section 1.050 - Effective Date

This Ordinance shall become effective when filed with the Wasco County Clerk. Amendments hereto, unless otherwise specified, shall become effective when filed with the County Clerk.

Section 1.060 - Saving Clause

Notwithstanding the Repeal section above, ordinances repealed thereby shall remain in force for the purpose of authorizing the arrest, prosecution, conviction, and punishment of a person who violated those ordinances prior to the effective date of this ordinance.

Section 1.070 - Interpretation and Scope

Interpretation: The provisions of this Ordinance shall be liberally construed to effect the purpose. These provisions are declared to be the minimum requirements to fulfill objectives. When conditions herein imposed are less restrictive than comparative provisions imposed by any other provision of this Ordinance, ~~by resolution of~~ State Law or State Administration regulations, then the more restrictive shall govern.

Scope: The provisions of this Ordinance shall apply to all unincorporated property in Wasco County except as otherwise excluded. The Solid Waste provisions of this Ordinance (Solid Waste as defined in section 1.110 Definitions) shall apply to all property in Wasco County. The remedies provided for failure to comply with this Ordinance shall not be exclusive and shall be in addition to other remedies provided by law. The County expressly reserves the right to seek abatement in addition to and not in lieu of administrative enforcement under Chapter 3.

Section 1.080 - Compliance Required

- A. No structure or premises in Wasco County shall hereafter be used or occupied and no part or structure or part thereof shall be erected, moved, reconstructed, extended, enlarged, or altered contrary to the provisions of this Ordinance. In addition, no person shall cause or permit such a condition to exist that constitutes a violation as defined by

this Ordinance.

~~A. The remedies provided for failure to comply with any provision of this Ordinance shall not be exclusive and shall be in addition to other remedies provided by law. The County expressly reserves the right to seek abatement, in addition to, and not in lieu of, administrative enforcement pursuant to Chapter 3.~~

Section 1.090 - Failure to Comply

A. A person who fails to comply with any provision of this Ordinance shall be subject to administrative enforcement pursuant to Chapter 3.

B. The imposition of a civil infraction fine, monetary penalty or administrative monetary penalty does not relieve a responsible person of the duty to abate the violation.

C. Any failure of the County to enforce a provision of this Ordinance does not constitute permission, acquiescence or a right to continue a use or condition that constitutes a violation.

~~C.D.~~ Each day that a nuisance or violation continues to exist constitutes a separate violation and a separate penalty may be assessed for each day the violation continues.

~~Section 1.100 – Unenumerated Nuisances~~

~~The acts, conditions or objects specifically enumerated and defined in this Ordinance are declared public nuisances. In addition to the nuisances specifically enumerated in this Ordinance, every other thing, substance or act that is determined by the Code Compliance Officer or Board of County Commissioners to be injurious or detrimental to the public health, safety, or welfare of the County is declared a violation.~~

Section 1.100 - Ordinance Revision

~~Ordinance revision will be in compliance with the following procedures. The District Attorney may at any time direct such changes regarding currently maintained copies of this Ordinance and amendments as the Legislative Council is authorized to perform regarding acts of the Legislature, pursuant to Oregon Revised Statute 173.160, provided that such editorial revisions be directed by written memorandum filed with the County Clerk and with the Code Compliance Department, but subject to disapproval by the Commission at next regular meeting thereafter. Ordinance revisions shall become effective, unless disapproved by the Commission, on the first regular meeting of the Commission after the directing memorandum is filed with the County Clerk. The Office of the Wasco County Counsel is authorized to prepare documents to reflect the changes adopted under this this Ordinance, including deleting and adding textual material and diagrams, renumbering pages or sections, and making any technical changes not affecting~~

[the substances of these amendments as necessary to conform to the Wasco County Code format.](#)

Section 1.110 - Definitions

For the purpose of this Ordinance, certain words and terms are defined as follows: Words used in the present tense include the future; words in the singular number include the plural, and words in the plural include the singular; the word "Building" includes the word "Structure"; the word "Shall" is mandatory and not directory.

Abandoned Vehicle – A vehicle which satisfies one of the following criteria:

- a. The vehicle is not currently licensed and registered for operation;
- b. The vehicle is being used to store junk, solid waste, or waste as defined in this section;
or
- c. The vehicle has parts which have been discarded, dismantled, or partially dismantled, or stripped, or the vehicle is in a rusted, damaged, wrecked or other condition which renders the vehicle inoperable.

Abatement of a Nuisance – The act of removing, repairing, or taking other steps as may be necessary in order to remove a nuisance.

Administrative Civil Penalty – May include a monetary penalty, ~~restitution~~, restitution, administrative costs, costs for abatement and assessments, and an order of abatement.

Approved – Meets the standards set forth by applicable Wasco County codes, including any applicable regulations for electric, plumbing, building, or other sets of standards included by reference in this Ordinance.

Board of Commissioners – Wasco County Board of Commissioners

Compliance Officer – The Wasco County Planning Director, or their designee, or the Environmental Health Officer, or their designee, or any other person designated by the Board of Commissioners to enforce this Ordinance.

Compliance Notices and Compliance Orders – Documents that are sent to the owner of record or person in charge of property during and after the code compliance process. They include but are not limited to: Notice of Violation, Order to Correct, Notice of Failure to Comply, Violation Recorded on Deed, and all Hearings Officer Orders.

Conditions of Approval – Specific requirements that must be fulfilled by the property owner to insure the legality of a proposed development or action.

~~**Conditional Use** – An activity which is basically similar to the uses permitted in a particular zone but which may not be entirely compatible with the permitted uses. A conditional use must be approved.~~

County – The County of Wasco, Oregon.

County Charges – Includes all billable hours, fees, services, materials, costs, or any expense incurred by the County due to a ~~nuisance~~-violation or abatement.

Development – Any man-made change to improved or unimproved real estate, including but not limited to construction, installation or change of a building or other structure, change in use of a building or structure, land division, establishment, or termination of right of access, storage on the land, tree cutting, drilling, and site alteration such as that due to land surface mining, dredging, grading, construction of earthen berms, paving, improvements for use as parking, excavation or clearing. Also includes storage of equipment or materials located within the area of special flood hazard.

Development does not include low impact practices using hand based tools to perform habitat restoration activities, which do not result in: the potential destabilization and/or erosion of the designated floodplain by removal of bank stabilizing root systems or other means; alteration of the topography of the designated ASFH; the accumulation of woody vegetative debris within the ASFH; a violation of any prior condition of approval associated with a review on the subject property; a violation of any Wasco County or other agency natural resource regulations; or the siting of any structure.

Disabled Vehicle – ~~Any vehicle which is inoperative, wrecked or dismantled, or partially dismantled.~~Any vehicle which does not reasonably appear to be legally operated or capable of being self-propelled upon the public streets because of missing major components such as an engine, wheels, windshield, or other obvious damage or missing equipment.

~~Any vehicle which does not reasonably appear to be legally operated or capable of being self-propelled upon the public streets because of missing major components such as an engine, wheels, windshield, or other obvious damage or missing equipment.~~

Dwelling – Any structure, permanently affixed or temporarily sited or parked, containing dwelling units, including all dwelling classifications covered by the LUDO or NSA LUDO, that are occupied full time, periodically, or are unoccupied.

Dwelling Unit – One or more habitable rooms (attached or detached) that are occupied by, or designed or intended to be occupied by, one person or by a family or group of housemates living together as a single housekeeping unit that include facilities for sleeping, cooking, and sanitation.

Firewood – Wood that is used as fuel for heat.

Firewood, Useable – Wood that constitutes more wood than rot and is cut to lengths that will fit an approved fireplace or wood stove.

GMA – General Management area of the Columbia River Gorge National Scenic Area.

Hearings Officer – Individual or group appointed by the Board of Commissioners to issue orders and hear appeals of enforcement actions initiated under this Ordinance.

Hearings Officer Order – A written decision which requires an owner or person in charge of property to meet the requirements of Compliance Notices or Compliance Orders and pay all penalties, abatement costs, fees, and County charges.

~~**Inspection Warrant** – An order from the Circuit Court authorizing a n inspection/investigation to be conducted at a designated property to determine if the property is in violation of this ordinance.~~

Junk – Includes, but is not limited to, all old motor vehicles, old motor vehicle parts, abandoned automobiles, old machinery, old machinery parts, old appliances or appliance parts, old iron or other metal, glass, paper, lumber, wood or other useless, unwanted, or discarded material. The fact that materials, which would otherwise come within the definition of Junk, may from time-to-time have value and thus could be utilized, shall not remove them from the definition. ~~For purposes of this subsection, t~~The term "old" shall include, but not be limited to, a description of items which are dilapidated, abandoned, inoperable, or otherwise in a state of disrepair.

LUDO – The Wasco County Land Use and Development Ordinance.

Maintained Compost Area – A small portion of a property set aside for the purpose of encouraging the rapid decomposition of yard debris and other vegetable matter into a suitable fertilizer for the soil on the property. A maintained compost area shows clear indicators that the yard debris placed there is being actively managed to encourage its rapid decomposition. Possible signs of such active management may include evidence of regular turning, a mixture of yard debris types, any woody materials present having been chopped into small sizes, and

the presence of internal heat in the composting mixture. A location where yard debris is placed primarily as a means to store it or dump it without reasonable expectation of rapid decomposition is not a maintained compost area.

May – Permits or allows an action.

Motor Vehicle – A vehicle that is self-propelled or designed for self-propulsion.

Non-Resource Zones – Zones whose primary designations include, but are not limited to, residential, commercial and industrial development. These designations include all residential, commercial, industrial zones as well as the Forest Farm, Agricultural Recreation, Rural Community, Public Recreation and Open Space designations. Not Visually Evident (Special Management Area only) - A visual quality standard that provides for development or uses that are not visually noticeable to the casual visitor. Developments or uses shall only repeat form, line, color, and texture that are frequently found in the natural landscape, while changes in their qualities of size, amount, intensity, direction, pattern, etc., shall not be noticeable.

NSA LUDO – National Scenic Area Land Use and Development Ordinance for Wasco County.

Nuisance – Includes, but is not limited to, any annoying, unpleasant, or obnoxious condition or practice causing an unreasonable threat to the public health, safety, peace or welfare and defined as a nuisance in this ordinance.

~~**Nuisance Abatement Warrant** – An order from the Circuit Court authorizing the removal and abatement of any nuisance as authorized by this ordinance, including disposal of the nuisance items removed in an appropriate manner.~~

~~**Nuisance Illegal Use** – Uses of real property which are not in compliance with NSA LUDO or LUDO or The Wasco County Solid Waste Ordinance. These include, but are not limited to: illegal dwellings; illegal accessory structures; illegal businesses; illegal home occupations and illegal parking lots.~~

O.R.S. – The Oregon Revised Statutes.

Order to Abate – A written notice sent to the owner of real property, and/or posted upon any property that has been declared a nuisance, that orders the owner to abate the nuisance within a specified time frame or experience abatement of the nuisance by Wasco County. Abatement by the County results in the assessment of costs to the owner of the property.

Order to Correct – A written notice sent to the owner of real property that ~~has been declared a nuisance that~~ orders the owner to correct the declared violation or experience administrative civil penalties and/or abatement of the nuisance by Wasco County.

Owner of Record – A person having any legal or equitable interest in property, including but not limited to, a purchaser, lienholder or holder of any security interest in such property whose interest is recorded in the public records provided for by Oregon statutes where the owner's interest must be recorded to perfect a lien or security interest or provide constructive notice of the owner's interest.

Permit – Written authorization from a County agency which allows a property owner to develop or use their property in a specified manner.

Person in Charge of Property – An owner, agent, occupant, lessee, tenant, contract purchaser, or other responsible person having possession or control of a property or of a property which abuts a public way where a nuisance exists.

Property – Any real property and all improvements, buildings or structures on real property, from property line to property line.

Putrescible Material – Organic material that decomposes and gives rise to foul or offensive odors, or foul or offensive by-products.

Recreational Vehicle or Camping Vehicle – A vacation trailer or other unit with or without motive power which is designed for human occupancy and to be used temporarily for recreational or emergency purposes, but not for residential purposes, and is identified as a recreational vehicle by the manufacturer. A recreational or camping vehicle shall be considered a dwelling unit if any of the following is true:

- a. It is connected to a sewer system (including septic tank) except for the purpose of emptying the holding tanks; after such time it must be disconnected;
- b. It is connected to water or electrical lines except for purposes of charging the batteries or filling water tanks; after such time it must be disconnected;

~~NOTE: Allowances can be made for subsections a and b above if in the opinion of the Compliance Officer evidence suggests that the use of the RV is occasional and temporary for the purpose of accommodating visitors~~

c. It is occupied for more than 60 days, on the same property, in any consecutive 12 month period;

d. ~~d.~~ It is parked on property that is without a legally placed dwelling for more than 30 days ~~during~~ any consecutive 6 month period.

NOTE: Allowances can be made for subsections a and b above if in the opinion of the Compliance Officer evidence suggests that the use of the RV is occasional and temporary for the purpose of accommodating visitors

Resource Zones – Zones primarily designated for farm or forest use. The zoning is designed to protect commercial farming and forestry operation from incompatible uses. In the event of a conflict between farming or forestry operations and other uses, this Ordinance will be interpreted in favor of the resource management practice.

Sale or Sell – Includes every disposition or transfer of land in a subdivision or partition or an interest or estate therein.

Serving Notice – The mailing of a certified, return-receipt requested letter is considered a serving of notice under this Ordinance.

Sewage – means the water-carried human or animal wastes, including kitchen, bath and laundry from ~~from~~ residences, buildings, industrial establishments or other places, together with such ground water infiltration, and surface waters or industrial waste as may be present ~~as may be present~~. The admixture with sewage of wastes or industrial wastes shall also be considered “sewage” within the meaning defined in ORS 468.

Shall – Action is mandatory.

Should – Action is encouraged.

Solid Waste – Includes all putrescible and non-putrescible wastes, whether in solid or semi-solid form, including but not limited to: garbage, trash, rubbish, refuse, ashes, paper, cardboard; commercial and industrial wastes; demolition and construction wastes; manure, vegetable or animal solid or semi-solid wastes including yard debris, dead animals; medical and infectious waste as defined in ORS 459.386 and OAR 340- 93-030 (42) and (52); all wastes capable of being recycled that are commingled with other wastes; and, incidental Household Hazardous Waste or Small Quantity Generator Hazardous waste as defined under 40 CFR 261.5. The fact that materials, which would otherwise come within the definition of Solid Waste, may from time-to-time have value and thus could be utilized, shall not remove them

from the definition. The term “Solid Waste” shall not include Hazardous Waste as defined in ORS 466.005 or any of the following:

- a. Materials used for fertilizer or for other productive purposes on land in the growing and harvesting of crops or the raising of fowl or animals;
- b. Septic tank and cesspool pumping or chemical toilet waste;
- c. Reusable beverage containers as defined in ORS 459A.725; and
- d. Source separated principal recyclable materials as defined in ORS Chapter 459 and the Rules promulgated thereunder, which have been purchased or exchanged for fair market value.

Structure – Anything constructed, erected, or air-inflated, permanent or temporary, which requires location on the ground. Among other things, the term structure includes buildings, walls, fences, billboards, poster panels and parking lots. Retaining walls less than four (4) feet in height are not considered structures for the sake of general property line setbacks.

Summary Abatement – Abatement of a nuisance by the County, or by a contractor hired by the County, without obligation to give prior notice of the abatement action to the owner or occupant of the property.

Tire, Motor Vehicle – Any motor vehicle tire made wholly or in part of rubber or any other synthetic material, including tire bodies, carcasses, casings or part of tires in whatever form, originally designed for use by any vehicle propelled by a motor, including any vehicle pushed or pulled by a motorized vehicle.

Unregistered Vehicle – A vehicle without a license plate or with an expired license plate.

Use – The purpose for which land or a building is arranged, designed or intended, or for which either land or a building may be occupied or maintained.

Use, Conditional – The term applied to a use which may be permitted by the application for, the issuance of a Conditional Use Permit.

~~Illegal Use, Illegal~~ – Uses of real property which are not in compliance with NSA LUDO or LUDO or The Wasco County Solid Waste Ordinance. These include, but are not limited to: illegal dwellings; illegal accessory structures; illegal businesses; illegal home occupations and illegal parking lots.

Use, Prohibited – A use not allowed in a zoning district.

Vehicle – Any device in, upon, or by which any person or property is or may be transported, or drawn upon a public highway. This includes vehicles that are propelled or powered by any means, but does not include a device propelled by human power. Recreational vehicles, camping vehicles, truck campers and motor homes are included in this definition.

Violation – Means failure to comply with (1) The Wasco County Code Compliance Ordinance, (2) The LUDO or NSA LUDO, (3) Conditions, requirements or other aspects of a land use permit, (4) Conditions, requirements or other aspects of a Hearings Officer Order, (5) Failure to comply with the terms of a voluntary compliance agreement.

Warrant, Abatement – An order from the Circuit Court authorizing the removal and abatement of any nuisance as authorized by this ordinance, including disposal of the nuisance items removed in an appropriate manner.

Warrant, Inspection – An order from the Circuit Court authorizing an inspection/investigation to be conducted at a designated property to determine if the property is in violation of this ordinance.

Zoning Approval – Includes discretionary or non-discretionary planning approval for any structure or use as required by the applicable land use and development ordinance.

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Section 2.005 - Exemptions

Unless specifically provided otherwise, violations as defined by this Ordinance do not include:

- A. Disposal sites operated in compliance with regulations promulgated by the Environmental Quality Commission, Department of Environmental Quality, or other ordinances or regulations of the County;
- B. Property located within the corporate limits of incorporated cities within Wasco County, unless intergovernmental agreements have transferred zoning implementation and/or code compliance authority to Wasco County;
- C. Property located within the urban growth boundary of a city within Wasco County if an intergovernmental agreement has transferred zoning implementation and/or code compliance authority to that city;

D. Pursuant to the Wasco County Farming & Forest Practices Protection & Complaint Mediation Ordinance, a resource use complaint shall only be processed through Section 5 of that ordinance and not this ordinance;

E. Maintained compost areas with size and content that is consistent with home use.

~~E-F.~~ Composting necessary for the operation of farms, customarily utilized in conjunction with farm use as defined under “accepted farm practice” in the LUDO.

Section 2.010 - Designation of Nuisances

A. It shall be unlawful for any owner of record or person in charge of the property to maintain or allow to exist, the following things, practice, or conditions on the property, which are declared to be a nuisance and hereby designated as violations.

B. The declaration of the nuisances herein shall not be construed to limit the power of the Code Compliance Officer, or any employee authorized by the County to enforce this Ordinance, to investigate any other thing, practice, or condition appearing to be a nuisance or violation which is a danger to public health and safety and to declare the thing, practice or condition a nuisance when the facts appear that a thing, practice, or condition exists which is the cause of a threat to public health and safety. Such nuisance shall become subject to the provisions of this Chapter upon the said declaration of the Board of County Commissioners.

Section 2.015 - Unenumerated Nuisances

A. The acts, conditions or objects specifically enumerated and defined in this Ordinance are declared public nuisances, and may be abated by any of the procedures set forth in this Chapter 4 of Ordinance.

B. In addition to the nuisances specifically enumerated in this Ordinance, every other thing, substance or act that is determined by the Board of County Commissioners to be injurious or detrimental to the public health, safety, or welfare of the County is declared a nuisance and considered a violation of this Ordinance, and may be abated as provided by any of the procedures set forth in this Ordinance.

Section 2.020 - Solid Waste and Junk Nuisance

A. Accumulation, collection, storage, or deposit of solid waste, waste, garbage, liquid waste, refuse, rubbish, sewage sludge, demolition materials or fill dirt, if any of the aforementioned materials are offensive or hazardous to public health and safety.

B. Storage and collection of household garbage that is not stored in appropriate containers to prevent transmission of disease to man or animal, air or water pollution, nuisance fumes or odors and particulate matter, fire hazards, hazards to collection providers.

C. Storage and collection of non-trash items, including but not limited to, accumulation of wood pallets, firewood that is not stacked and useable, vehicle parts, construction materials, appliances or appliance parts, indoor furniture, recycling materials, or other non-trash items not specifically enumerated in this section.

A-D. Outdoor nuisance storage of tires on private or public property unless the tires are used for DEQ permitted agricultural or landscaping purposes:

1.—

1. Within urban growth areas or within areas zoned for non-resource use in the LUDO or NSA LUDO, storage of 5 or more tires is prohibited.

2. Within areas zoned for resource use in the LUDO or NSA LUDO, storage of 10 or more tires is prohibited.

3. Any storage of tires that constitutes a health hazard on any property under the jurisdiction of the North Central Public Health Department is prohibited.

4. Notwithstanding the above, the storage of tires on private property is permitted if the owner of record or person in charge of the property is conducting a legally operated business that normally deals in tires, or if the tires are completely enclosed within a building and do not constitute a fire hazard or health hazard.

Section 2.025 - Vehicular Nuisance

A. Abandoned Vehicles

1. No person shall park, store, leave, or permit the parking, storing, or leaving of an abandoned, unregistered, or inoperable vehicle upon public property, including a public right-of-way.

2. Removal of an abandoned vehicle from one tax lot to another tax lot, or removal of an abandoned vehicle from private property onto a public right-of-way, or removal of an abandoned vehicle from one location to another location on a public right-of-way, after the responsible party has received a Notice of Violation shall not prevent the County from proceeding with the process to have the vehicle towed from a tax lot or the public right-of-way ~~and impounded~~ under the provisions of Chapter 34.

B. Vehicle Storage

1. Storing or permitting to be stored abandoned, unregistered or disabled vehicles, or portions thereof, or any vehicle leaking automotive fluids onto the ground or into a waterway, on any private property is prohibited, unless the vehicle is completely enclosed within a building, is covered with a fitted car cover specifically designed to protect vehicles from the elements, or is stored on the premises of a business enterprise dealing in used vehicles that is being lawfully conducted within the County.
 - a. Within areas zoned for non-resource use in the LUDO or NSA LUDO, storage of two or more vehicles is prohibited.
 - b. Within areas zoned for resource use in the LUDO or NSA LUDO, storage of three or more vehicles is prohibited.
2. Farm-related equipment that is not required to be registered as a motor vehicle is excluded from this section if it meets the following criteria:
 - a. Equipment function is clearly related to farming/ranching practices and/or the equipment is historically related to agricultural operations, such as combines;
 - b. Equipment is not leaking automotive fluids onto the ground or into a waterway; and
 - c. Multiple pieces of equipment are stored together, not spread out across the property.
 - d. The owner of record or person in charge of the property must be able to demonstrate that non-registered farm equipment is either actively used as part of the agricultural operation or is of historical significance.
3. Removal of an unregistered or inoperable vehicle from one tax lot to another tax lot, or removal of an unregistered or inoperable vehicle from private property onto public property or a public right-of-way, or removal of an unregistered or inoperable vehicle from one location to another location on public property or a public right-of-way, after the responsible party has received a Notice of Violation shall not prevent the County from proceeding with the process to have the vehicle towed ~~from a tax lot or the public right-of-way and impounded~~ under the provisions of Chapter 4.

C. Illegal Parking Lot

1. Storing or permitting to be stored in excess of 30 days within any consecutive 12 month period, more than three operational and registered vehicles, not registered to the property address, unless they are completely enclosed within a building or are stored on the premises of a business enterprise dealing in new or used vehicles or the storage of vehicles lawfully conducted within the County.

Section 2.030 - Environmental Violations

A. Overgrown vegetation, neglected or improperly maintained landscaping, including but not limited to trees, shrubs, weeds, grass and ground covers, that constitute a fire hazard and/or does not meet defensible space standards as defined in the LUDO or NSA LUDO.

B. Any grading over that necessary for normal surveying, or ongoing continued land and vegetation maintenance purposes.

1. Pursuant to the NSA LUDO, any excavating or filling of earth materials or any combination thereof, is prohibited without review within the boundaries of the Scenic Area.

C. Development near or alteration of watercourses without permit from Department of State Lands, Department of Land Conservation & Development or Army Corps of Engineers, including but not limited to, property located within sensitive overlay zones.
~~Enforcement action for violation of this subsection is not exclusive to this Ordinance and assistance from partner agencies is sought.~~

D. Discharge of untreated or partially treated sewage or septic tank effluent directly or indirectly onto the ground surface or into any public waters.

E. Discharge of prohibited substances to septic systems, including but not limited to, system cooling water, air conditioning water, water softener brine, groundwater, oil, hazardous materials, roof drainage, or other aqueous or non-aqueous substances detrimental to the system's performance or to groundwater.

F. Enforcement for violations of the above subsections is not exclusive to this Ordinance and assistance from partner agencies may be sought.

Section 2.040 - Land Use and Zoning Violations

No structure or premises in any unincorporated portion of Wasco County shall hereafter be used or occupied and no structure or part thereof shall be erected, moved, reconstructed, extended, enlarged, or altered contrary to the provisions of this Ordinance. Violations include, but are not limited to the following:

A. Development without Land Use Review & Approval

~~Whether approvable or not, a~~Any development within Wasco County conducted without having obtained the permits and approvals required by the LUDO or NSA LUDO regardless of whether or not it could comply with all applicable land use regulations.

B. Non-Compliance with Approval

Development that does not comply with the specifications set out in the approval issued by the Wasco County Planning Department or built inconsistently with the application as permitted in the Approval. Including, but not limited to: placing structures in different locations than approved; not meeting setback or buffer requirements; building structures taller or larger than approved; or increasing or altering the nature and intensity of the approved use.

C. Continuation of Use after Expiration of Approval

~~2.1.~~ Failure to discontinue use granted via a Permit, Temporary Use or other, after the approval period has expired.

~~3.2.~~ Failure to remove additional dwelling within sixty (60) days of the expiration of a Temporary Use Permit granted due to family hardship or until a primary dwelling is built.

D. Non-Compliance with Conditional Use Permit

Non-compliance with any condition placed on a conditional use permit shall be grounds for revocation of the permit. Revocation of a conditional use permit shall be considered a land use action and will follow procedures pursuant to LUDO Section 5.040.

~~D-E.~~ Non-Conforming Uses

The following non-conforming uses shall be considered permitting violations:

~~2.1.~~ Any change, alteration, restoration or replacement of structures, uses or area related to the pre-existing nonconforming structure, use or area that fails to

conform to the applicable nonconforming use standards or those of the current zoning designation; and

4.2. Use or employment of a structure, use or area that is discontinued or abandoned according to the applicable nonconforming use standards.

E.F. Outdoor Lights

Outdoor lights shall be directed downward and sited, hooded, and shielded in a manner that prevents the lighting from projecting onto adjacent properties, roadways, waterways, or key viewing areas (National Scenic Area). Shielding and hooding materials shall be composed of non-reflective, opaque materials.

~~0.~~

Section 2.050 - Illegal Uses

No development may occur that conflicts with the requirements of the LUDO or NSA LUDO, or that require permits and approvals that were not obtained. These illegal uses include, but are not limited to:

A. Illegal Dwellings

1. Structures designed for, or used in the capacity of a dwelling which did not receive all of the applicable approvals (local, state, or federal) that were required at the time the structure was built or placed on the property.
2. Dwellings or parts thereof erected, moved, reconstructed, extended, enlarged, or altered contrary to the provisions of the LUDO or NSA LUDO.

B. Illegal Structures

Structures or parts thereof erected, moved, reconstructed, extended, enlarged, or altered contrary to the provisions of the LUDO or NSA LUDO.

C. Illegal Home Occupations

Any for-profit activity conducted, without Planning Department approvals, within a dwelling or other building, normally associated with uses permitted in the zone, contrary to the provisions of the LUDO or NSA LUDO.

D. Illegal Businesses

Any for-profit activity conducted, without Planning Department approvals, within a dwelling or other building, normally associated with uses permitted in the zone, contrary to the provisions of the LUDO or NSA LUDO.

E. Illegal Land Divisions/Property Line Adjustments

Partitions, Replats, Property Line Adjustments or other land divisions that do not comply with the LUDO or NSA LUDO requirements and/or ORS [92](#).

F. Other Uses

Any other use of land that occurs in Wasco County that the Code Compliance Officer or Board of Commissioners determine is in conflict with LUDO or NSA LUDO requirements.

Section 2.070 - National Scenic Area (NSA) Violations

~~To safeguard the special characteristics of the Columbia River Gorge, properties built within the National Scenic Area after November 17, 1986, are required to fulfill standards that do not apply to properties within the rest of Wasco County. These standards may include restrictions on property use and on the colors and materials that can be utilized in development or remodeling. Violation of these standards constitutes a violation of this Ordinance.~~

No structure or premises in the Columbia River Gorge National Scenic Area portion of Wasco County shall hereafter be used or occupied and no part or structure or part thereof shall be erected, moved, reconstructed, extended, enlarged, or altered contrary to the provisions of this Ordinance. Violations include, but are not limited to the following:

B.A. Violation of Scenic Standards

Development that does not comply with the following scenic standards is a violation of this Ordinance:

1. The colors of structures topographically visible from key viewing areas shall be dark earth-tones found at the specific site or the surrounding landscape. The specific colors or list of acceptable colors shall be included as a condition of approval. This guideline shall apply to certain additions, which may match the color of existing buildings;
2. Structures topographically visible from key viewing areas shall use low or non-reflective building materials, including roofing, gutters, vents, and chimneys; and
3. Structures topographically visible from a key viewing area shall be sited, screened, and/or designed to achieve the applicable scenic standard (e.g., visually subordinate, not visually evident).

~~C.B.~~ Violation of New Cultivation and Re-Cultivation Restrictions

1. GMA:
New cultivation is prohibited without review. Any operation that would cultivate land that has not been cultivated, has lain idle for more than five (5) years, or is cultivated beyond the depth of what has been previously cultivated shall be considered new cultivation. For this guideline, cultivation and vegetation removal may be allowed in conjunction with a home garden.
2. SMA:
Agricultural uses within fields or areas that have not been previously disturbed and regularly worked are prohibited without review.

~~D.C.~~ Violation of Structure Restrictions

No structures larger than 60 square feet in area or 10 feet in height are permitted without review.

~~E.D.~~ Violation of Fence Restrictions

1. Wire-strand or woven-wire fences used for gardens, yards, livestock, and similar uses greater than 500 feet in length or 10 feet in height that are accessory to an existing dwelling are not permitted without review. Woven-wire fences must be brown or black if visible from key viewing areas. Height is measured from the ground to the top wire.

In the General Management Area, the scenic resource protection guidelines shall not apply to woven-wire fences for agricultural use that would enclose 80 acres or less.

2. Wire-strand fences greater than 48 inches in height that are outside deer and elk winter range as delineated in the Gorge Commission/USDA Forest Service natural resource inventories or determined by an appropriate federal or state agency are not permitted without review. Height is measured from the ground to the top wire. This category does not include fences associated with transportation facilities or utility facilities.

CHAPTER 3 - ADMINISTRATIVE ENFORCEMENT

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Section 3.005 - Purpose

The purpose of this Chapter is to provide administrative and civil enforcement procedures for the purpose of providing for the remediation of any failure to comply with this Ordinance. Wasco County's first preference is to encourage voluntary compliance.

It is further intended to establish a convenient and practicable process for the administrative hearing of any appeal arising out of any failure to comply with this Ordinance.

Section 3.010 - Enforcement Authority

- A. In addition to the authority and powers granted to the County by ORS Chapter 153, 203 and 21503, and any other provisions of the Wasco County Code Compliance Ordinance, and upon authorization of the Planning Director or designee, or Board of County Commissioners or designee, the Code Compliance Officer, or any employee authorized by the County to enforce this Ordinance, shall have full authority to issue and prosecute any and all citations for violations of this Ordinance.
- B. The Code Compliance Officer, or any employee authorized by the County to enforce this Ordinance, at all reasonable hours, is authorized to enter into any buildings and upon all property to ascertain whether any violation of this Ordinance are present.
- C. The Code Compliance Officer, or any employee authorized by the County to enforce this Ordinance, shall make reasonable efforts to notify the owner of record or person in charge of the property to obtain consent to enter. —Before entering posted property or property clearly not open to the public and where consent cannot be obtained, an inspection warrant must be issued to enter the property.
- ~~C.—~~
- D. Nothing in this Ordinance shall be deemed to limit or otherwise modify any power or authority otherwise granted to the County by the Constitutions and laws of the State of Oregon and of the United States of America.

Section 3.015—~~Voluntary Compliance~~

- ~~—The County may, at the discretion of the Code Compliance Officer, enter into a written voluntary compliance agreement with the owner of record or person in charge of the property before or after a Notice of Violation is issued. The agreement shall include the required corrective action and time limits for compliance, and shall be binding.~~
- ~~—The fact that a person enters into a voluntary compliance agreement shall not be~~

~~considered an admission of having committed the violation for any purpose.~~

- ~~— The County may delay further processing of the violation during the time allowed in the voluntary compliance agreement for completion of the required corrective action.~~
- ~~— Failure to comply with any term of the voluntary compliance agreement constitutes a separate violation. The County may consolidate the hearing on the failure to comply with the voluntary compliance agreement with the original violation(s). The County shall provide notice of a hearing on a violation of the voluntary compliance agreement in substantially the same manner as a notice of violation as provided under Section 3.040 of this chapter and include a copy of the original notice of violation.~~

Section 3.015 - Inspection Warrants

In the case of entry into areas of property that are plainly enclosed to create privacy and to prevent access by unauthorized persons, where consent not granted, or reasonable efforts to contact the owner of record or person in charge of the property -have been unsuccessful, an inspection warrant may be sought.

Prior to seeking a warrant, the Code Compliance Officer or any employee authorized by the County to enforce this Ordinance, shall consult with County Counsel and obtain approval and assistance in preparing the affidavit and warrant documents.

A. Warrant – Authorization

Judges authorized by law to issue inspection warrants upon application by a peace officer or any employee authorized by the County to enforce County ordinances, may issue a warrant.

B. Warrant – Probable Cause

1. An inspection warrant shall be issued only upon cause, supported by affidavit, which shall describe with particularity:
 - a. The position and authority of the person applying for the inspection warrant;
 - b. The statute, ordinance, or rule requiring or authorizing the inspection or investigation;
 - c. The place, building, or property to be inspected or investigated;
 - d. The purpose for which the inspection or investigation is to be made, including the basis upon which cause exists to inspect or investigate.
2. The affidavit shall contain either a statement that consent to enter the building or property was sought but consent was denied, the owner of record or person in charge of the property did not respond to the request for consent, or describe the reasonable efforts to contact the owner that were unsuccessful, or facts or

circumstances reasonably showing that the purposes of the inspection or abatement might be frustrated if entry were sought without an administrative search warrant.

3. Cause shall be deemed to exist when there is probable cause to believe that a violation exists.
4. Before issuing an inspection warrant, the judge may examine under oath the person requesting the warrant or any other witness to be satisfied of the existence of the grounds to grant the inspection warrant.

C. Warrant – Contents

1. If the judge is satisfied that cause for the inspection or investigation exists and that the other requirements for granting the warrant are satisfied, the judge shall issue the warrant, describing with particularity the name or title of the person or persons authorized to execute the warrant, the buildings or property to be entered and purpose of the inspection or investigation.
2. The warrant shall contain a direction that it be executed when the owner of record or person in charge of the property is present on any day of the week between 8:00 a.m. and 6:00 p.m., unless the court finds that:
 - a. There is cause to conclude that an urgent risk to the health or safety of a person or of damage to property exists; or
 - b. The owner of record or person in charge of the property is not reasonably able to be located or is avoiding the property.

D. Warrant – Execution

1. In executing a warrant, the person authorized to execute the warrant, before entry, shall make a reasonable effort under the circumstances to present the person's credentials, authority, and purpose to the owner of record or person in charge of the property designated in the warrant and provide the occupant or person in possession of the property with a copy of the warrant upon request.
- ~~1-2.~~ A peace officer may be requested to assist in the execution of the administrative search warrant. Such peace officer may assist the person authorized to execute the warrant, including using any reasonable force necessary, to enter the property if the administrative warrant specifically allows the use of reasonable force to execute the warrant.
3. A warrant must be executed and returned to the court by whom it was issued within ten (10) days from its date. After the expiration of the time prescribed by this subsection, the inspection warrant is void unless executed.

Section 3.020 - Voluntary Compliance

- A. The County may, at the discretion of the Code Compliance Officer, enter into a written or verbal voluntary compliance agreement with the owner of record or person in charge of the property before or after a Notice of Violation is issued. The agreement shall include the required corrective action and time limits for compliance, and shall be binding.
- B. The fact that a person enters into a voluntary compliance agreement shall not be considered an admission of having committed the violation for any purpose.
- C. The County may delay further processing of the violation during the time allowed in the voluntary compliance agreement for completion of the required corrective action.
- D. Failure to comply with any term of the voluntary compliance agreement constitutes a separate violation. The County may consolidate the hearing on the failure to comply with the voluntary compliance agreement with the original violation(s). The County shall provide notice of a hearing on a violation of the voluntary compliance agreement in substantially the same manner as a Notice of Violation as provided under Section 3.040 of this chapter and include a copy of the original Notice of Violation.

Section 3.025 - Authority of Hearings Officer

- A. The Board of County Commissioners may designate one or more Hearings Officer(s) responsible for adjudicating and administering the provisions of this Chapter.
- B. In addition to imposition of civil and administrative monetary penalties as set forth herein, the Hearings Officer may order conditions, restrictions, or other remedies reasonably calculated to address the violation including, but not limited to:
 - 1. Suspension of any county permit, license or other county authorization otherwise required to engage in conduct directly related to the violation for a period of time specified by the Hearings Officer;
 - 2. Physical alterations to property and changes in operations;
 - 3. Requiring that the violation be abated, corrected, removed, or otherwise brought into compliance within such time and manner as directed by the Hearings Officer; and
 - 4. Requiring that the person submit credible evidence to the County demonstrating compliance within a reasonable time as determined by the Hearings Officer.
- C. The Hearings Officer may condition suspension of the penalty on the person agreeing to take reasonable steps to address the violation as required by the Hearings Officer.

- D. The Hearings Officer has any and all authority as is necessary to implement the obligations of this Chapter and to otherwise achieve compliance.

Section 3.030 - Initiating Enforcement Action

- A. When the Code Compliance Officer or any employee authorized by the County to enforce this Ordinance has probable cause to believe or has determined whether there is sufficient evidence demonstrating a violation occurred, where voluntary compliance cannot be reached or attempts to secure voluntary compliance have failed, enforcement may be initiated as set forth in this Ordinance.
- B. Enforcement action will be initiated pursuant to the policy established by the Board in consideration of staff resources and priorities.
- C. If the Code Compliance Officer or any employee authorized by the County to enforce this Ordinance determine that there is insufficient evidence to support any complaint or allegation of violation, the County may choose not to initiate enforcement action or take any further action on the allegation.

~~0. A motion for a writ of execution can be requested, supported by affidavit, and a Judge must issue an order to enforce the service of the inspection warrant.~~

~~Reasonable force must be requested in the affidavit if there is probable cause that it is reasonably necessary for the execution of the inspection warrant.~~

~~Section 3.080 – Authority of Hearings Officer~~

~~The Board of County Commissioners may designate one or more hearings officer(s) responsible for administering the provisions of this Chapter.~~

~~In addition to administrative and monetary penalties as set forth herein, the hearings officer may order conditions, restrictions, or other remedies reasonably calculated to address the violation including, but not limited to:~~

~~Suspension of any county permit, license or other county authorization otherwise required to engage in conduct directly related to the violation for a period of time specified by the Hearings Officer;~~

~~Physical alterations to property and changes in operations;~~

~~Requiring that the violation be abated, corrected, removed, or otherwise brought into compliance within such time and manner as directed by the Hearings Officer; and~~

~~Requiring that the person submit credible evidence to the County demonstrating compliance within a reasonable time as determined by the Hearings Officer.~~

~~The hearings officer may condition suspension of the penalty on the person agreeing to take reasonable steps to address the violation as required by the hearings officer.~~

~~The hearings officer has any and all authority as is necessary to implement the~~

Section 3.040 - Notice of Violation

A Notice of Violation may be issued by the Code Compliance Officer or any employee authorized by the County to enforce this Ordinance if the owner of record or the person in charge of the property has failed to enter into an abatement agreement or failed to voluntarily abate the violation.

A. The Notice of Violation shall include:

1. The street address or a description sufficient for identification of the property on which the violation exists;
2. A statement that one or more violations of this Ordinance exist at the property with a general description of the violation(s) and the section(s) violated;
3. A request that the person in charge of the property contact the Code Compliance Officer to resolve the violation(s);
4. Specification of a 15 day response period during which the property may be brought into compliance with this Ordinance;
5. A statement that the owner of record or person in charge of the property may extend the deadline for compliance by entering into verbal or written abatement agreement with the Code Compliance Officer that establishes an approved process and timetable to abate the violation;
6. An outline of the compliance process including but not limited to penalties, charges, liens, abatement and recorded notice of violation in the deed records of the property if voluntary compliance is not achieved; and
7. Disclose the right of the owner of record or person in charge of the property to appeal the findings of the Notice of Violation and a description of the time limits for requesting an appeal, as described in Section 3.130 Right to Appeal.

Section 3.050 - Order to Correct

If following the Notice of Violation the owner of record or the person in charge of the property has failed to enter into an abatement agreement or failed to voluntarily abate the violation, an Order to Correct may be issued by the Code Compliance Officer or any employee authorized by the County to enforce this Ordinance.

A. The Order to Correct shall include:

1. The street address or a description sufficient for identification of the property on which the violation exists;
2. A statement that one or more violations of this Ordinance exist at the property with a general description of the violation(s) and the section(s) violated;

3. ~~A request~~An order that the owner of record or person in charge of the property ~~contact correct the~~the Code Compliance Officer to resolve the violation(s) within 15 days from the date of the order;
4. ~~Specification of a 15 day response period during which the property may be brought into compliance with this Ordinance;~~
- 5.4. A statement that the owner of record or person in charge of the property may extend the deadline for compliance by entering into verbal or written abatement agreement with the Code Compliance Officer that establishes an approved process and timetable to abate the violation;
- 6.5. An outline of the compliance process including but not limited to penalties, charges, liens, abatement and recorded notice of violation in the deed records of the property if voluntary compliance is not achieved; and
- 7.6. Disclose the right of the owner of record or person in charge of the property to appeal the findings of the Order to Correct and a description of the time limits for requesting an appeal, as described in Section 3.130 Right to Appeal.

Section 3.060 - Notice of Failure to Comply

If following the Order to Correct the owner of record or the person in charge of the property has failed to enter into an abatement agreement or failed to voluntarily abate the violation, a Notice of Failure to Comply may be issued by the Code Compliance Officer or any employee authorized by the County to enforce this Ordinance.

A. The Notice of Failure to Comply shall include:

1. The street address or a description sufficient for identification of the property on which the violation exists;
2. A statement that one or more violations of this Ordinance exist at the property with a general description of the violation(s) and the section(s) violated;
3. A request that the person in charge of the property contact the Code Compliance Officer to resolve the violation(s);
4. Specification of a 15 day response period during which the property may be brought into compliance with this Ordinance;
5. A statement that the owner of record or person in charge of the property may extend the deadline for compliance by entering into verbal or written abatement agreement with the Code Compliance Officer that establishes an approved process and timetable to abate the violation;
6. An outline of the compliance process including but not limited to penalties, charges, liens, abatement and recorded notice of violation in the deed records of the property if voluntary compliance is not achieved;
7. A statement of the amount of the penalties and County charges imposed;

8. A statement that abatement is required and that failure to abate the act or condition may result in continued County charges and penalties accruing on a daily bases at the stated amount until proof of completions of abatement is received;
- ~~6-9.~~ A statement that the unless the violation(s) are remedied, the County may abate the violation(s) and the cost of abatement, penalties, fees, and other County charges, shall be charged to the owner of record or person in charge of the property; and
- ~~7-10.~~ Disclose the right of the owner of record or person in charge of the property to appeal the findings of the Notice of Failure to Comply and a description of the time limits for requesting an appeal, as described in Section 3.130 Right to Appeal.

B. Notwithstanding the Notice of Violation or Order to Correct, the Code Compliance Officer or any employee authorized by the County to enforce this Ordinance, may issue a Notice of Failure to Comply ~~w~~without having issued a Notice of Violation or Order to Correct or making attempts to secure voluntary compliance, or to comply with any of the response time periods contained herein, where the Officer determines that the failure to comply reasonable appears to:

1. Pose an immediate threat to public health, safety or welfare; or
2. Be immediately remediable by a person in charge of the property; or
3. Be the same act or condition that served as the basis for a previous notice or order to comply; or
4. Be done deliberately by a responsible person who had knowledge that the actions would constitute a failure to comply with County code.

C. If the owner of record or person in charge of the property does not file a written appeal within 15 days of the date when the Notice of Failure to Comply is served or mailed, the Code Compliance Officer shall forward the Notice of Failure to Comply along with a statement of the proposed penalties plus fees and County charges to the Hearings Officer for review and issuance of a written order.

Section 3.065 - Order of the Hearings Officer

- A. All orders of the hearings officer shall be in writing and contain findings of fact and conclusions of law addressing the allegations contained in the Notice of Failure to Comply. Orders may also include findings of fact supporting the penalties, restrictions, conditions or other remedies as required by the Hearings Officer. The order shall become final and effective on the date of the decision or such other time as determined by the Hearings Officer.
- B. A copy of the Hearings Officer Order shall be sent to the owner of record or person in charge of the property by Certified Mail.

Section 3.070 - Authority to Prosecute Enforcement Proceedings

- A. The following persons may initiate and prosecute County enforcement proceedings provided they have reasonable grounds to believe that a County violation~~s~~ has been committed:
1. A duly authorized County enforcement officer;
 2. A peace officer;
 3. County Counsel;~~or~~
 - ~~3. The District Attorney~~
- B. Decisions made by persons authorized under this section, to prosecute or not prosecute an alleged zoning violation, shall not constitute a land use decision.
- C. Prosecution of all ~~citations~~violations shall be at the discretion of the County Counsel (or District Attorney.)

~~Section 3.075 - Initiating an Enforcement Proceeding~~

~~Enforcement proceedings shall be initiated by:~~

- ~~A. Service of a citation on the Defendant; and~~
- ~~A. Filing a copy of the citation with either:~~
- ~~0.1. The court, to initiate a judicial enforcement proceeding; or~~
 - ~~0.1. The Hearings Officer, to initiate an administrative enforcement proceeding.~~

~~Section 3.070 - Citation Procedure~~

~~In addition to the abatement procedures set forth in this Ordinance, the County staff person enforcing said ordinance section may issue a citation for a violation, which will result in the filing of a complaint before a Hearings Officer, or before the Circuit Court.~~

~~Citations issued under this chapter shall constitute:~~

~~Notice of an enforcement action against the Defendant;~~

~~A complaint sufficient to initiate administrative or judicial proceedings; and~~

~~A summons to appear.~~

~~Citations shall contain the following information:~~

~~The name of the Defendant;~~

~~The county code section or county ordinance allegedly violated;~~

~~Where a county provision incorporates Oregon law, the notice shall also cite the applicable provisions of the state statute or rule.~~

~~Where a county provision incorporates separate regulations such as uniform code, the notice shall also cite the applicable regulation.~~

~~A clear and concise description of the alleged violation;~~

~~The date(s) on which the violation is believed to have occurred;~~

~~The location of the alleged violation;~~

~~The class of the violation under this chapter;~~

~~The proposed civil penalty for each alleged violation as established under this chapter;~~

~~A summons to Appear, which shall include clear and concise statements advising the Defendant of the following:~~

~~The right to a hearing;~~

~~The type of hearing provided to the Defendant, specifying either:~~

~~A Judicial proceeding, before a court of law; or~~

~~An administrative proceeding, before an administrative hearings officer;~~

~~The date and time of the hearing;~~

~~Notice that the Defendant is required to either:~~

~~Appear in person to answer the allegations; or~~

~~Pay the proposed civil penalty no less than 24 hours prior to the date and time of the scheduled hearing;~~

~~The location of the hearing, as well as the physical address and mailing address to which the Defendant may provide payment of the proposed fine no less than 24 hours prior to the date and time of the hearing.~~

~~Notice to the Defendant that failure to either (1) appear in person the established day and time; or (2) pay the proposed civil penalty no less than 24 hours prior to the established day, may result in the following:~~

~~The Full amount of the proposed civil penalty being assessed;~~

~~An order requiring the Defendant to correct any continuing violations;~~

~~An additional violation being brought against the Defendant for Failing to Appear on a County Violation.~~

~~The date the citation was issued; and~~

~~The name, title, and signature of the person issuing the citation.~~

~~Corrections:~~

~~Any errors or omissions in the citation may be corrected at any time with the permission of the court or administrative hearing officer. Such permission shall not be withheld unless the correction would unduly prejudice the Defendant.~~

~~Any claim that an error or omission in the notice constitutes a defense to the violation must be asserted prior to the conclusion of the Defendant's first appearance. Failure to assert a defense under this section shall constitute a waiver and shall bar all further such claims.~~

~~A citation may be set aside only if the Defendant is prejudiced by the error or omission.~~

~~If a citation is dismissed or set aside due to an error or omission, the county may re-institute civil penalty proceedings based upon the same conduct, condition, or circumstance alleged in the prior citation.~~

~~County Counsel shall approve the form of county citations, which may include information in addition to that required by this section.~~

~~Where the form and content of citation is regulated by State law, proper use of the appropriate state mandated form shall be deemed to satisfy all provisions of this section.~~

Section 3.080 - Citation Procedure

The Code Compliance Officer or any employee authorized by the County to enforce this Ordinance, may issue a citation for a violation, which will result in the filing of a citation before the Circuit Court.

- A. County Counsel shall approve the form of County citations, which may include information in addition to that required by this section.

B. Citations issued under this chapter shall constitute:

1. Notice of an enforcement action against the Defendant;
2. A complaint sufficient to initiate administrative or judicial proceedings; and
3. A summons to appear.

C. Citations shall contain the following information:

1. The name of the Defendant;
2. The County code section or County ordinance allegedly violated:
 - a. Where a County provision incorporates Oregon law, the notice shall also cite the applicable provisions of the state statute or rule.
 - b. Where a County provision incorporates separate regulations such as uniform code, the notice shall also cite the applicable regulation.
3. A clear and concise description of the alleged violation;
4. The date(s) on which the violation is believed to have occurred;
5. The location of the alleged violation;
6. The class of the violation under this chapter;
7. The proposed penalty for each alleged violation as established under this chapter;
8. A summons to Appear, which shall include clear and concise statements advising the Defendant of the following:
 - a. The right to a hearing;
 - b. The type of hearing provided to the Defendant, specifying either:
 - i. A Judicial proceeding, before a court of law; or
 - ii. An administrative proceeding, before an administrative Hearings Officer;
 - c. The date and time of the hearing;
 - d. Notice that the Defendant is required to either:
 - i. Appear in person to answer the allegations; or
 - ii. Pay the proposed civil or monetary penalty no less than 24 hours prior to the date and time of the scheduled hearing;
 - e. The location of the hearing, as well as the physical address and mailing address to which the Defendant may provide payment of the proposed fine no less than 24 hours prior to the date and time of the hearing.
 - f. Notice to the Defendant that failure to either (1) appear in person the established day and time; or (2) pay the proposed civil or monetary penalty no less than 24 hours prior to the established day, may result in the following:
 - i. The full amount of the proposed civil or monetary penalty being assessed;

- ii. An order requiring the Defendant to correct any continuing violations;
- iii. An additional violation being brought against the Defendant for Failing to Appear on a County violation.

9. The date the citation was issued; and

10. The name, title, and signature of the person issuing the citation.

D. Corrections:

- 1. Any errors or omissions in the citation may be corrected at any time with the permission of the court or administrative hearing officer. Such permission shall not be withheld unless the correction would unduly prejudice the Defendant.
- 2. Any claim that an error or omission in the notice constitutes a defense to the violation must be asserted prior to the conclusion of the Defendant's first appearance. Failure to assert a defense under this section shall constitute a waiver and shall bar all further such claims.
- 3. A citation may be set aside only if the Defendant is prejudiced by the error or omission.
- 4. If a citation is dismissed or set aside due to an error or omission, the County may re-institute civil or monetary penalty proceedings based upon the same conduct, condition, or circumstance alleged in the prior citation.

A. Where the form and content of citation is regulated by State law, proper use of the appropriate state-mandated form shall be deemed to satisfy all provisions of this section.

Section 3.085 - Initiating an Enforcement Proceeding

Enforcement proceedings shall be initiated by:

A. Service of a citation on the Defendant; and

B. Filing a copy of the citation with either:

- 1. The Hearings Officer, to initiate an administrative enforcement proceeding; or
- 2. The court, to initiate a judicial enforcement proceeding; ~~or~~
~~The Hearings Officer, to initiate an administrative enforcement proceeding.~~

Section 3.090 - Hearings

A. Pre-Hearing Discovery - Upon motion demonstrating that the information is relevant and necessary, the Hearings Officer may issue a pre-hearing order authorizing discovery of documents.

~~and things or ordering the deposition of witness(es).~~

1. The party requesting discovery shall pay the reasonable costs associated with the responding party including copying for production of documents.
2. If a party fails to comply with a pre-hearing discovery order, the Hearings Officer may issue a subpoena compelling a party to produce the documents or things or to appear as a witness. Any person other than the County or parties will be paid fees and mileage reimbursement consistent with a civil action.
3. If a person or party fails to comply with a pre-hearing discovery order, ~~a party may file an action in circuit court for civil contempt.~~ the Hearing Officer may make a finding of fact adverse to the party in relation to the documents requested.

B. The Hearings Officer shall conduct a hearing on each violation, unless the case is dismissed, as follows:

1. All testimony shall be under oath;
2. A digital audio and/or video recording of the proceedings shall be maintained;
3. County counsel, peace officer or other authorized employee prosecuting the violation shall proceed first and has the burden of proof and must prove the alleged offense by a preponderance of the evidence;
4. Other persons may testify at the discretion of the Hearings Officer;
5. Rebuttal is permitted as determined by the Hearings Officer;
6. The Hearings Officer shall determine whether the preponderance of the evidence demonstrates the violation occurred;
7. The Hearings Officer may discount or exclude any evidence that the Hearings Officer deems to be irrelevant, immaterial, cumulative, or not reasonably credible;
8. Circumstantial evidence is admissible; and
9. The Oregon Evidence Code does not apply however the following rules apply:
 - a. Evidence must be relevant to the alleged violation.
 - b. All witness testimony shall be under oath and participants can propose to the Hearings Officer questions to be answered by other parties. Affidavits and declarations may be admissible subject to the Hearings Officer's discretion.

- C. If a violator fails to appear, the County shall present a prima facie case demonstrating that the violation occurred.
- D. If a violation is not remedied within the time ordered by the Hearings Officer, the County may request a compliance hearing to determine if the person is failing to comply with an order and decision of the Hearings Officer. Notice and conduct of a compliance hearing shall be substantially in the same manner as the original violation.

Section 3.095 - Legal

- A. A defendant may be represented by legal counsel, but counsel shall not be provided at public expense. A defendant must notify the County within ten (10) days of the hearing if they are represented by an attorney. Failure to do so may result in a continuance of the hearing.
- B. County Counsel, a peace officer or an authorized employee may appear before the Hearings Officer and prosecute on behalf of the County.

Section 3.090100 - Civil Penalties

- A. Civil penalties include, but are not limited to:
 - 1. Monetary penalties according to the schedule of fines on violations;
 - 2. Restitution for harm caused to victim;
 - 3. Physical alterations to property;
 - 4. Revocation or suspension of licenses or certificates or other County authorization directly related to the violation;
 - 5. Requiring that the condition or conduct that is the subject of the violation be abated, corrected, removed, or otherwise brought into compliance.
- B. Violations will be classified according to the table "Schedule of Fines on Violations", adopted by resolution and order. If a violation is unclassified, it will be a Class C Violation.
- C. The amount the Code Compliance Officer must enter on the citation shall be the "presumptive fine".
- D. The Judge or Hearings Officer may impose, upon conviction, a fine between the minimum and maximum amount.

A-E. It is a Class A Violation to not fully comply with an order of a Hearings Officer.

F. In all cases, a civil penalty is in addition to any other legal remedy available to enforce violations of this Ordinance.

G. Unless otherwise ordered, civil penalties must be paid or complied with within fifteen (15) days of the final order. Such period may be extended upon order by the Hearings Officer.

~~Section 3.090—Right to Appeal~~

~~A.~~ When the owner of record or person in charge of the property has been given any Compliance Notice or Compliance Order pursuant to this Ordinance and it is believed the findings, penalties, fees, County charges, or other information are in error, the owner of record or person in charge of the property may submit in writing an appeal within 15 days of the date of the Compliance Notice or Compliance Order. The appeal shall include:

~~0.~~ The name and address of the person(s) submitting the appeal;

~~0.~~ The street address or a description sufficient for identification of the property upon which the alleged violation has occurred or is occurring.

~~0.~~ A detailed description of the alleged violation and a reference to the specific laws, County code(s), or conditions that has allegedly been misinterpreted or applied.

~~0.~~ Additional burden of proof as to why the decision is incorrect, demonstrating why the decision should be reversed or modified.

~~A.~~ Appeals will be heard by a Hearings Officer and the person requesting an appeal shall be given the opportunity to present evidence to the Hearings Officer.

~~A.~~ Upon receiving an appeal, the County shall schedule a hearing with a Hearings Officer within thirty (30) days. Notification of the hearing shall be made to both the person(s) appealing the decision and person(s) or property owner directly impacted by the decision no less than twenty (20) days prior to the hearing by Certified Mail.

~~0.~~ Following the appeal hearing, the Hearings Officer shall issue a written determination.

~~—~~ If the appellant is unsatisfied with the appeal hearing and/or written determination of the Hearings Officer, additional appeal may be sought within 15 days of the issuance of the written determination. The sole method for appeal of any Hearings Officer's determination is by filing a writ of review under ORS 34.

~~A.~~ All appeals shall be accompanied by an appeal fee of \$100, established by the Board of County Commissioners. The appeal shall not be heard unless fees are paid prior to the end of the 15 days indicated in the Compliance Notice or Compliance Order.

- ~~A. The filing of an appeal shall cause the accrual of daily penalties to cease the date the appeal is filed with the Code Compliance Officer or hearings officer until 7 days after the date of the written appeal hearing decision.~~

Section 3.100-105 - Monetary Penalties

- ~~A. The Code Compliance Officer and Board of Commissioners shall establish the priority class for each violation and the penalty range associated with each priority class shall be adopted by resolution and order.~~

- ~~B. The penalty range associated with each priority class is located in the Planning Fee Schedule and the penalty range associated with each priority classification is as follows:~~

~~Priority 1: minimum \$750, maximum \$3,000, per violation; penalty cap \$20,000~~

~~Priority 2: minimum \$500, maximum \$2,000, per violation; penalty cap \$15,000~~

~~Priority 3~~

~~Priority 4: minimum \$100, maximum \$1,000, per violation; penalty cap \$10,000~~

- ~~J. Each day a violation continues may be treated as a separate violation. The Code Compliance Officer or any employee authorized by the County to enforce this Ordinance may impose a penalty amount less than the minimum if it is determined there is a case involving economic or financial hardship.~~

~~K. —~~

~~L. B. Each day a violation continues may be treated as a separate violation.~~

- ~~L. The Code Compliance Officer, Board of County Commissioner, judge, or hearings officer may consider the following factors in deciding the priority and amount of the violation:~~

~~1. The nature and severity of any violation as well as whether it is repeated or continuous;~~

~~1. The number of violations;~~

~~1. Whether the violation was due to unavoidable accident or other conditions or circumstances beyond the violator's reasonable control, or negligence or was an intentional act of the violator;~~

~~1. The opportunity and degree of difficulty to correct the violation;~~

~~1. The history of the violator in taking all feasible steps or procedures necessary or appropriate to correct the violation;~~

~~1. The economic or financial benefit accrued or likely to accrue to the violator as a result of the violation;~~

~~1. The violator's cooperativeness and efforts to correct the violation for which the penalty is to be assessed;~~

- ~~1. The cost to the County of investigation and correction or attempted correction of the violation; and~~
- ~~1. Any other factor(s) deemed relevant by the Code Compliance Officer or Hearings Officer.~~

~~M.C.~~ The imposition of monetary penalty does not relieve a responsible owner of record or person in charge of the property of the duty to abate a ~~nuisance~~ violation.

~~D. The Code Compliance Officer or any employee authorized by the County to enforce this Ordinance may determine a penalty amount less than the minimum if it is determined there is a case involving economic or financial hardship.~~

Section 3.105-110 - Administrative Monetary Penalties for Continued Non-Compliance

Administrative monetary penalties may be imposed when the ~~Code Compliance Officer or~~ Hearings Officer believes that a violation may continue based on a repeat violation, failure to comply with a notice or order, or such evidence that reasonably demonstrates a concern that the violation will continue.

~~A.~~ The administrative monetary penalty shall be ~~the amount~~ 25% of the initial fine established and issued by the Code Compliance Officer, repeated per month for ~~six (6) months~~ and double that amount per month thereafter up to one (1) year, for a time period not to exceed five (5) years.

~~A.B.~~ The administrative monetary penalty will be imposed on a monthly basis without a hearing unless the violator demonstrates compliance as determined by the County consistent with the notice or order of the Code Compliance Officer or Hearings Officer.

~~B.C.~~ The County will provide a notice of the ~~administrative~~ Administrative monetary Monetary penalty Penalty stating the amount, the method of acceptable payment, reference to the decision of the Code Compliance Officer or Hearings Officer, and the right to an appeal.

~~C.D.~~ An appeal of the administrative monetary penalty may be filed with the ~~e~~County within fifteen (15) days from the date of the notice of an administrative monetary penalty.

Section 3.110—Hearings

~~Pre-Hearing Discovery—Upon motion demonstrating that the information is relevant and necessary, the Hearings Officer may issue a pre-hearing order authorizing discovery of documents and things or ordering the deposition of witness(es).~~

~~If a party fails to comply with a pre-hearing discovery order, the Hearings Officer may issue a subpoena compelling a party to produce the documents or things or to appear as a witness. Any person other than the County or parties will be paid fees and mileage reimbursement consistent with a civil action.~~

~~If a person or party fails to comply with a pre-hearing discovery order, a party may file an action in circuit court for contempt.
The Hearings Officer shall conduct a hearing on each violation, unless the case is dismissed, as follows:~~

~~All testimony shall be under oath;–~~

~~A tape recording of the proceedings shall be maintained;~~

~~County counsel, peace officer or other authorized employee prosecuting the violation shall proceed first followed by the violator and must prove the alleged offense by a preponderance of the evidence;~~

~~Other persons may testify at the discretion of the Hearings Officer;~~

~~Rebuttal is permitted as determined by the Hearings Officer;~~

~~The Hearings Officer shall determine whether the preponderance of the evidence demonstrates the violation occurred;~~

~~The Hearings Officer may discount or exclude any evidence that the Hearings Officer deems to be irrelevant, immaterial, cumulative, or not reasonable credible;~~

~~Circumstantial evidence is admissible; and~~

~~The Oregon Evidence Code does not apply.~~

~~If a violator fails to appear, the County shall present a prima facie case demonstrating that the violation occurred.~~

~~If a violation is not remedied within the time ordered by the Hearings Officer, the County may request a compliance hearing to determine if the person is failing to comply with an order and decision of the Hearings Officer. Notice and conduct of a compliance hearing shall be substantially in the same manner as the original violation.~~

~~Section 3.115—Legal~~

~~A defendant may be represented by legal counsel, but counsel shall not be provided at public expense. A defendant must notify the County within ten (10) days of the hearing if they are represented by an attorney. Failure to do so may result in a continuance of the hearing.~~

~~County Counsel, peace officer or an authorized employee may appear before the Hearings Officer and prosecute on behalf of the County.~~

Section 3.120 - Collection of Penalties

A. Any civil penalty, monetary penalty, or administrative monetary penalty imposed by the ~~Code Compliance Officer or hearings~~ Hearings officer ~~Officer or Judge~~, fees and other County charges collected under this Ordinance shall be deposited in the Wasco County General Fund.

~~B. Any civil penalty, monetary penalty, or administrative monetary penalty imposed by the Code Compliance Officer or hearings officer, and not paid on the date specified, shall be turned over to the Wasco County Finance Department or assigned to a private collections company for collection.~~

~~D.B.~~ D.B. Penalties, fees and County charges are payable on the effective date of the order and are a debt owed to the County, under ORS 30.460, and may be collected in the same manner as any other debt allowed by law. If penalties, fees, and County charges are not paid within 60 days after the payment is ordered, the County may file and record the order in the County Clerk Lien Record. The cost of filing and releasing the lien shall be added to the amount of the lien and the responsibility of the owner of record or person in charge of the property.

~~E.C.~~ E.C. The County may institute appropriate suit or legal action, in law or equity, in any court of competent jurisdiction to enforce the provisions of any order of the ~~hearings~~ Hearings officer ~~Officer~~, including, an action to obtain judgement for any civil penalties, fees, or County charges imposed by such order.

~~F.D.~~ F.D. The Code Compliance Officer shall notify the owner of record or person in charge of the property that the penalty and associated County charges have been assessed against the real property upon which the failure to comply occurred, and has been entered in the County Clerk's Lien Record. The lien may be enforced in the same manner as a judgement, or as a lien for street improvements, and shall bear interest at the rate prescribed in ORS 82.010.

Section 3.130 - Right to Appeal

A. When the owner of record or person in charge of the property has been given any Compliance Notice or Compliance Order pursuant to this Ordinance and it is believed

the findings, penalties, fees, County charges, or other information are in error, the owner of record or person in charge of the property may submit in writing an appeal within 15 days of the date of the Compliance Notice or Compliance Order. The appeal shall include:

1. The name and address of the person(s) submitting the appeal;
2. The street address or a description sufficient for identification of the property upon which the alleged violation has occurred or is occurring.
3. A detailed description of the alleged violation and a reference to the specific laws, County code(s), or conditions that has allegedly been misinterpreted or applied.
4. Additional burden of proof as to why the decision is incorrect, demonstrating why the decision should be reversed or modified.

B. Unless the citation is to circuit court, the Appeals will be heard by a Hearings Officer and the person requesting an appeal shall be given the opportunity to present evidence to the Hearings Officer.

C. Upon receiving an appeal, the County shall schedule a hearing with a Hearings Officer within thirty (30) days. Notification of the hearing shall be made to both the person(s) appealing the decision and person(s) or property owner directly impacted by the decision no less than twenty (20) days prior to the hearing by Certified Mail.

D. All appeals shall be accompanied by an appeal fee, adopted by the Board of County Commissioners. The appeal shall not be heard unless fees are paid prior to the end of the 15 days indicated in the Compliance Notice or Compliance Order.

E. The filing of an appeal shall cause the accrual of administrative monetary penalties to cease the date the appeal is filed with the Code Compliance Officer or Hearings Officer until 7 days after the date of the written appeal hearing decision.

F. The appeal hearing shall follow procedure pursuant to Section 3.090.

1. Following the appeal hearing, the Hearings Officer shall issue a written determination.
 - a. If the appellant is unsatisfied with the appeal hearing and/or written determination of the Hearings Officer, additional appeal may be sought pursuant to Section 3.135, within 15 days of the issuance of the written determination.

Section 3.135 - Appealing a Hearings Officer Decision

—If a party wishes to appeal the decision of a Hearings Officer, the party must file with the Hearings Officer, a notice of intent to appeal and mail a copy of the notice of intent to

appeal to the Hearings Officer and the Code Compliance Officer within ten (10) days of the date of the Hearings Officer's decision. Failure to give this notice will result in the waiver of their right to appeal.

A. Appeals shall be made by way of Writ of Review pursuant to ORS 34.

Section 3.140 - Recording a Violation

- A. ~~Pursuant to~~Notwithstanding Section 3.120 of this Ordinance, the Code Compliance Officer may record with the County Clerk information regarding County code violations and the potential or actual liens to be placed on the record of the property deed as a result of these violations. The document will notify a prospective buyer that the property is ~~tainted in violation~~ and cannot legally be developed.
1. The Code Compliance Officer shall send ~~a Notice of Recorded notice of intent to record a Notice of Violation~~Violation to the owner of record or person in charge of the property, and the notice shall include:
 - a. The street address or a description sufficient for identification of the property on which the violation exists;
 - b. A statement that one or more violations of this Ordinance exist at the property with a general description of the violation(s) and the section(s) violated, and the intent to record a Notice of Violation with the deed;
 - c. A request that the owner of record or person in charge of the property contact the Code Compliance Officer to resolve the violation(s);
 - d. Specification of a 15 day response time during which the property may be brought into compliance with this Ordinance before a Notice of ~~Recorded~~ Violation is attached to the property deed record;
 - e. Disclose the right to appeal the findings of the ~~Notice of Recorded Violation~~notice and a description of the time limits for requesting an appeal, as described in Section 3.130 Right to Appeal, to the owner of record or person in charge of the property.
- B. If the owner of record or person in charge of the property does not file a written appeal within 15 days of the date when the notice of intent to record a Notice of Violation is served or mailed, the Code Compliance Officer shall forward the notice along with the Notice of Violation to be recorded to the Hearings Officer for review and issuance of a written order.
- C. The Code Compliance Officer shall notify the owner of record or person in charge of the property that the Notice of Violation has been recorded with the deed of the real property upon which the failure to comply occurred with the County Clerk's office, and include a copy of the recorded Notice of Violation.

~~B. If an administrative monetary penalty, monetary penalty, or civil penalty is not paid within sixty (60) days of the date ordered by the Hearings Officer or as provided in the Notice of Administrative Monetary Penalty, the County may file and record the order for payment in the County Clerk lien record as authorized by ORS 30.460. No order for payment will be filed in the County Clerk lien record until sixty (60) days have elapsed from the date of payment ordered by the Hearings Officer.~~

D. At such time as the violation is abated by the owner of record or person in charge of the property, a Notice of Compliance shall be mailed First Class. The owner may record this document on the property deed with the County Clerk to cover the Notice of Recorded Violation at the owner's expense.

CHAPTER 4 - ABATEMENT

**** DRAFT ONLY ****

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Section 4.005 -- Abatement

~~B.A.~~ The owner of record and all persons in charge of the property shall be jointly and severally liable for abating a violation.

~~C.B.~~ Abatement of a violation by the County will only be initiated if all other remedies to correct the violation have failed.

~~D.C.~~ Abatement of a violation as a last resort: Except in the case of summary abatement pursuant to Section 4.010, abatement of a nuisance-violation by the County shall only proceed if the owner of record or person in charge of the property has not satisfactorily abated the violation within 15 days of the Notice of Failure to Comply and/or issuance of monetary penalties.

Section 4.~~010~~010 - Summary Abatement

~~A. When summary abatement is authorized by this Ordinance, t~~The decision regarding whether or not to use summary abatement shall be at the ~~County Official's~~ discretion of the Board of County Commissioners. -

~~B.~~ In the case of summary abatement, notice to the owner of record or person in charge of the property prior to abatement is not required. However, an abatement warrant shall be sought to pursuant to Section 4.020.

~~B.C.~~ ~~However, f~~Following summary abatement, the Code Compliance Officer shall issue to the owner of record or person in charge of the property -the Notice of Summary Abatement ~~for the abatement a notice~~-describing the action taken to abate the nuisance-violation. In addition, a Notice of Summary Abatement shall be mailed to the owner of record or person in charge of the property. ~~Notice to the owner of record or person in charge of the property may also be accomplished by posting notice on the property.~~

2.1. The Notice of Summary Abatement shall include:

b.a. The date the ~~nuisance-violation~~ was abated;

e.b. The street address or a description sufficient for identification of the property on which the violation exists;

d.c. A statement of the violations of this Ordinance that existed at the property and were summarily abated;

e.d. Disclosure that penalties, charges and liens will result from the summary abatement subject to Section 4.050; and

f.e. Disclose the right to appeal the findings of the Notice of Summary Abatement, and a description of the time limits for requesting an appeal, as described in Section 3.130 Right to Appeal, to the owner of record or person in charge of the property.

Section 4.~~020-020~~ - Abatement Warrants

In the case of entry into areas of property that are plainly enclosed to create privacy and to prevent access by unauthorized persons, where consent is not granted, ~~or with~~ reasonable efforts to contact the owner of record or person in charge of the property, an abatement warrant may be sought.

Prior to seeking a warrant, the Code Compliance Officer or any employee authorized by the County to enforce this Ordinance, shall consult with county counsel and obtain approval and assistance in preparing the affidavit and warrant documents.

A. Warrant – Authorization

Judges authorized by law to issue abatement warrants upon application by a peace officer or any employee authorized by the County to enforce County ordinances, may issue a warrant.

B. Warrant – Probable Cause

1. An abatement warrant shall be issued only upon cause, supported by affidavit, which shall describe with particularity:

a. The position and authority of the person applying for the abatement warrant;

b. The statute, ordinance, or rule requiring or authorizing the abatement;

- c. The place, building, or property to be abated;
 - d. The purpose for which the abatement is to be made, including the basis upon which cause exists to abate.
2. The affidavit shall contain either a statement that consent to enter the building or property was sought but consent was denied, the owner of record or person in charge of the property did not respond to the request for consent, or describe the reasonable efforts to contact the owner that were unsuccessful.
 3. Cause shall be deemed to exist when there is probable cause to believe that a violation exists.
 4. Before issuing an abatement warrant, the judge may examine under oath the person requesting the warrant or any other witness to be satisfied of the existence of the grounds to grant the inspection warrant.

C. Warrant – Contents

~~2.1.~~ If the judge is satisfied that cause for the abatement exists and that the other requirements for granting the warrant are satisfied, the judge shall issue the warrant, describing with particularity the name or title of the person or persons authorized to execute the warrant, the buildings or property to be entered, ~~and the purpose of the abatement~~ and a statement of the general types and estimates of the quantity of the items to be removed and the conditions to be abated.

~~3.2.~~ The warrant shall contain a direction that it be executed when the owner of record or person in charge of the property is present on any day of the week between 8:00 a.m. and 6:00 p.m., unless the court finds that:

~~b.a.~~ There is cause to conclude that an urgent risk to the health or safety of a person or of damage to property exists; or

~~e.b.~~ The owner of record or person in charge of the property is not reasonably able to be located or is avoiding the property.

D. Warrant – Execution

~~2.1.~~ In executing a warrant, the person authorized to execute the warrant, before entry, shall make a reasonable effort under the circumstances to present the person's credentials, authority, and purpose to the owner of record or person in

charge of the property designated in the warrant and provide the occupant or person in possession of the property with a copy of the warrant upon request.

2. A warrant must be executed and returned to the court by whom it was issued within ten (10) days from its date. After the expiration of the time prescribed by this subsection, the abatement warrant is void unless executed.

~~Writ of Assistance and Writ of Execution~~

- ~~0. Mention here the option for writ of assistance and writ of execution with the Sheriff's Office.~~

Section 4.030 - Vehicle Abatement

In the event the person responsible does not voluntarily comply by removing an abandoned or stored vehicle from private or public property or the public right-of-way within the specified time period of a Compliance Notice or Order, the Code Compliance Officer shall institute abatement proceedings to have the vehicle towed.

- A. Public property or public right of way: A law enforcement agency, authorized under County ordinance and the provisions of ORS 819, will be notified of the location of the vehicle. The Code Compliance Officer will provide the compliance case number and any information regarding the vehicle and compliance case deemed necessary.
- B. Private property: The Code Compliance Officer shall proceed with obtaining abatement warrants pursuant to Section 4.020. The licensed towing agent will be contacted and provided with vehicle location.
- C. A notice will be mailed to the registered owner of the vehicle and to any lessors or security interest holders as shown in the state Department of Motor Vehicle records, and to the person responsible for the violation, that the vehicle is scheduled to be towed. The notice shall include:
 - 1. The location where the vehicle will be stored;
 - 2. That the vehicle and its contents are subject to a lien for payment of storage and towing charges and an administrative fee of \$100, and that the vehicle and its contents will be sold if those charges and administrative fees are not paid;
 - 3. That it is the vehicle owner's responsibility to provide any information and payment needed for release of the vehicle and its contents to the towing agent;
 - 4. Disclose the owner's right to request an appeal hearing to contest the validity of the

towing or the liability for towing charges and administrative fee. A request for hearing must be in writing and be submitted not more than five (5) working days after receipt of the notice.

Section 4.040 - Order to Abate

Notwithstanding any Compliance Notice or Order issued by the Code Compliance Officer, ~~or~~ Hearings Officer or Judge, an Order to Abate may be issued in addition to the imposition of penalties for failure to comply.

A. The Order to Abate shall include:

1. The street address or a description sufficient for identification of the property on which the violation exists;
2. A statement that one or more violations of this Ordinance exist at the property with a general description of the violation(s) and the section(s) violated;
3. An order~~A request~~ that the person in charge of the property abate the violation(s) within 15 days from the date of the order;
4. ~~Specification of a 15-day response period during which the property may be brought into compliance with this Ordinance~~A statement that unless the violation(s) are remedied, the County may abate the violation(s) and the cost of abatement, penalties, fees, and other County charges, shall be charged to the owner of record or person in charge of the property;
5. ~~A statement that the owner of record or person in charge of the property may extend the deadline for compliance by entering into verbal or written abatement agreement with the Code Compliance Officer that establishes an approved process and timetable to abate the violation;~~
- 7.5. An outline of the compliance process including but not limited to penalties, charges, liens, abatement and recorded notice of violation in the deed records of the property if voluntary compliance is not achieved; and
6. Disclose the right of the owner of record or person in charge of the property to appeal the findings of the Order to Abate and a description of the time limits for requesting an appeal, as described in Section 3.130 - Right to Appeal.

- B. If the owner of record or person in charge of the property fail to abate the violation within the 15 day response period of the Order to Abate, the County may cause the violation to be abated.

C. If no request for appeal is filed, the Code Compliance Officer shall forward the Order to Abate along with a statement of the estimated abatement cost plus any penalties, fees, and County charges to the Hearings Officer for review and issuance of a written order.

~~A.—~~

Section 4.030-050 - Abatement Costs, Notice, and Collection

A. ~~If more than one (1) person is responsible for the creation or continuation of a violation, they~~The owner of record and all persons in charge of the property shall be jointly and severally liable for abating the violation or for all costs associated with the abatement of a nuisance or violation incurred by the County in abating the violation, including but not limited to, administrative costs, warrant costs, and attorney fees.

B. An accurate record of the abatement costs shall be kept and shall include a surcharge of 25% of the cost of the abatement for administrative overhead.

~~B.C.~~ After the violations have been determined by the County to be corrected, the Code Compliance Officer or any employee authorized by the County to enforce this Ordinance shall issue a~~A Notice of Abatement Costs shall be issued by the Code Compliance Officer or any employee authorized by the County to enforce this Ordinance,~~to the owner of record or person in charge of the property. The Notice of Abatement Costs~~and~~ shall contain:

2.1. The street address or a description sufficient for identification of the property on which the nuisance exists;

4.2. A statement that one or more violations of this Ordinance existed at the property with a general description of the violation(s) and the section(s) violated;

6.3. The date the violation was abated and actions taken to abate the violation;

8.4. The total cost, including the administrative overhead, of the abatement;

10.5. A statement that the cost as indicated will become a lien against the property unless paid within 60 days;

12.6. Disclose the right to appeal the amount of the abatement costs and a description of the time limits for requesting an appeal, as described in Section 3.130 - Right to Appeal, to the owner of record or person in charge of the property.

- D. The Planning Director or designee shall have the final authority to decide what form of remedy the County will pursue for collecting abatement costs.
- E. The abatement costs shall be entered in the docket of County liens with the County Clerk, and shall constitute a lien upon the property that was in violation of the County code. In addition, the Notice of Abatement Costs shall constitute a personal obligation of the owner of record or person in charge of the property. The County may seek a money judgment against the owner of record and/or person in charge of the property through the Circuit Court or Hearings Officer, or may pursue fines through the Hearing's Officer.
1. The lien may be enforced in the same manner as liens for assessments for local improvement districts. Failure to pay may result in foreclosure in any manner provided by law.
 2. An error in the name of the owner shall not void the lien, nor shall a failure to receive the notice render the lien void, but it shall remain a valid lien against the property.



Code Compliance



Wasco County Code Compliance and Nuisance Abatement Ordinance

Proposed Ordinance Updates

WC

Why?

- **2009:** Wasco County Code Compliance and Nuisance Abatement Ordinance originally adopted
- **2011:** Amendment updating some definitions and duplicative language
- **Currently:** The program operates under the same ordinance as originally adopted/amended for approximately 12 years.

Current Challenges

- Current ordinance does not have a clear set of step by step procedures
- Changes to administrative enforcement process
 - Using a Hearings Officer vs. BOCC
- Changes to program prioritization schedule
- No uniform citation form or procedures for Circuit Court

Chapter 1 - Introductory Provisions

- Re-numbering of chapter
- New and updated definitions
- Updates concurrent with State definitions for:
 - Sewage, Solid Waste

Chapter 2 - Land Use and Nuisance Codes

- Re-numbering of chapter
- New section for Environmental Violations
 - Identified issues in need of enumeration
 - Overgrown vegetation (fire hazard)
 - Grading

Chapter 3 - Administrative Enforcement

- Re-structure and re-numbering chapter
 - Follows steps of case
 - Easier to read
- Form and content for citation form
 - Procedure for moving a case into Circuit Court
- Changes to administrative enforcement process:
 - Hearings Officer vs. BOCC
 - Updates to appeals section
 - New section for appealing Hearings Officer Order

Chapter 3 - Administrative Enforcement

- Moved penalty amounts to Penalty Ordinance
 - Clear and concise penalty amounts
 - Add range (min and max)
 - Schedule of fines necessary for Citations in Circuit Court
- Changes to Penalties for Continued Non-Compliance

Chapter 4 - Abatement

- Moved Abatement procedures to new Chapter
 - Give clear instructions for proceeding to and enforcing abatement
- Clear steps for abatement procedures and abatement warrants



WC



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE WASCO COUNTY PLANNING DEPARTMENT'S REQUEST TO ADOPT REVISIONS TO THE WASCO COUNTY CODE COMPLIANCE AND NUISANCE ABATEMENT ORDINANCE, HEREAFTER KNOWN AS THE WASCO COUNTY CODE COMPLIANCE ORDINANCE

ORDINANCE # 24-001

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

WHEREAS, the Wasco County Planning Department has requested adoption of revisions to the unified nuisance and abatement ordinance; and

WHEREAS, the revisions include revised abatement procedures, new definitions, and improved format.

WHEREAS, that on January 17, 2024 at the hour of 9:30 AM the Wasco County Board of Commissioners met to conduct the first of two legally notified public hearings on the above matter. The Board of County Commissioners reviewed recommendations by staff and received testimony from the public. The Board of County Commissioners tentatively approved the revisions; and

WHEREAS, that on February 7, 2024 at the hour of 9:30 AM the Wasco County Board of Commissioners met to conduct the second of two legally notified public hearings on the above matter. The Board of County Commissioners reviewed staff's presentation, and received testimony from the public. The Board of County Commissioners, by a vote of _ to _, approved/denied the revisions and conducted the second reading; and

NOW, THEREFORE, IT IS HEREBY ORDAINED AS FOLLOWS:

1. That the request by the Wasco County Planning Department for revisions to the Wasco County Code Compliance and Nuisance Abatement Ordinance, hereafter known as the Wasco County Code Compliance Ordinance are hereby approved; and

2. Pursuant to Oregon Revised Statute 203.045, this ordinance shall take effect on the 90th day after the date of its adoption.

DATED this __ day of February 2024.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Steve D. Kramer, Commission Chair

ATTEST:

Scott Hege, Vice-Chair

Kathy Clark, Executive Assistant

Phil Brady, County Commissioner

Chapter 1 – Code Compliance Penalty Ordinance

Section 1.005 – Purpose

The purposes of this Ordinance are to establish administrative framework for classification of violations and determination of the amount of monetary penalties associated with violations of the Wasco County Code Compliance Ordinance, the Wasco County Land Use and Development Ordinance and the National Scenic Area Land Use and Development Ordinance.

Section 1.010 – Violation Classification

- A. Priority 1 violations are designated as Class A Violations.
- B. Priority 2 violations are designated as Class B Violations.
- C. Priority 3 violations are designated as Class C Violations.

Section 1.015 – Determination of Amount of Fine

The Code Compliance Officer shall determine the amount of the fine to be assessed in accordance to the table “Schedule of Fines on Violations”:

Schedule of Fines on Violations	Presumptive Fine	Minimum Fine	Maximum Fine (Individuals)	Maximum Fine (Corporations)
Class A	\$440	\$225	\$2,000	\$4,000
Class B	\$265	\$135	\$1,000	\$2,000
Class C	\$165	\$85	\$500	\$1,000
Class D	\$115	\$65	\$250	\$500

- A. No monetary penalty imposed under this Ordinance shall exceed the maximum fine per violation, per day.
- B. Except for illegal structures and illegal dwellings, the maximum accrued penalty plus all County charges shall not exceed \$10,000.
 - 1. Penalty for illegal structures and illegal dwellings ceases to accrue when it reaches the assessed value of the dwelling or structure or \$20,000, whichever is higher. If the assessed value is not available then the fine amount may be set to cease at \$20,000.

- C. For violations that are the second similar violation within 2 years from the date the first similar violation was resolved, the calculated penalty will be double.
- D. The Code Compliance Officer, Board of County Commissioners, Judge, or Hearings Officer may consider the following factors in deciding the priority and amount of the violation:
 - 1. The nature and severity of any violation as well as whether it is repeated or continuous;
 - 2. The number of violations;
 - 3. Whether the violation was due to unavoidable accident or other conditions or circumstances beyond the violators' reasonable control, or negligence or was an intentional act of the violator;
 - 4. The opportunity and degree of difficulty to correct the violation;
 - 5. The history of the violator in taking all feasible steps or procedures necessary or appropriate to correct the violation;
 - 6. The economic or financial benefit accrued or likely to accrue to the violator as a result of the violation;
 - 7. The violator's cooperativeness and efforts to correct the violation for which the penalty is to be assessed;
 - 8. The cost to the County of investigation and correction or attempted correction of the violation; and
 - 9. Any other factor(s) deemed relevant by the Code Compliance Officer or Hearings Officer.

Section 1.020 - Aggravating Circumstances

- A. Priority 2 and Priority 3 violations may have aggravating circumstances requiring they be elevated to a higher priority. The County may choose a different priority level for violations if one or more of the following circumstances are present:

1. The violation is severe and/or poses an immediate threat to public health, safety or welfare;
2. The violation is significant in terms of physical size or extent of the violation;
3. The violation has existed uncorrected for a significant length of time;
4. Actions leading to the violation(s) were intentional; and/or
5. There is little likelihood of obtaining voluntary compliance.

Section 1.030 – Definitions

For the purpose of this Ordinance, certain words and terms are defined as follows: Words used in the present tense include the future; words in the singular number include the plural, and words in the plural include the singular; the word "Building" includes the word "Structure"; the word "Shall" is mandatory and not directory.

Violation – Means failure to comply with (1) The Wasco County Code Compliance Ordinance, (2) The LUDO or NSA LUDO, (3) Conditions, requirements or other aspects of a land use permit, (4) Conditions, requirements or other aspects of a Hearings Officer Order, (5) Failure to comply with the terms of a voluntary compliance agreement.

Priority 1 Violation – Violations that involve land use activities that impact environmental and natural resources, may cause irreparable harm, pose significant health and safety issues or involve structures or buildings placed or under construction contrary to the provisions of the WCCCO, LUDO or NSA LUDO, including but not limited to:

- a. Floodplain, drainage, wetland, riparian area disturbances, including but not limited to grading and construction of roadway crossings;
- b. Dwellings or other structures without a permit;
- c. Violations of conditions of approval for development permits; and
- d. Overgrown vegetation or violations of Fire Safety standards/defensible space.

Priority 2 Violation – Violations that involve land use or nuisance activities that disturb the livability of the community, pose a lower health and safety risk, or involve development that does not meet standards, included but not limited to:

- a. Grading/excavating without permits;

- b. Commercial, industrial, or recreational activities without permits, including but not limited to home occupations and agricultural buildings converted to non-agricultural uses; and
- c. Outdoor parking or storage of five or more operable vehicles.

Priority 3 Violation – Violations that involve nuisance activities that pose potential health and safety issues or may have visual impacts, including but not limited to:

- a. Junk accumulation;
- b. Trash accumulation;
- c. Nuisance vehicle storage;
- d. Abandoned vehicles on public property or public right of way; and
- e. Unenumerated nuisances.

Code Compliance



Wasco County Code Compliance Penalty Ordinance

Proposed Penalty Ordinance

WC

Penalty Ordinance

- Recommended through legal to separate penalties
 - More flexibility to change amounts
- Classifications of violations
- Schedule of Fines on Violations
 - Creates a range for penalty amounts
 - Amounts are basically the same as the current ordinance
 - Adopting from ORS 153

Penalty Ordinance

- Merging of administrative and statutory penalties
 - Needed for Circuit Court proceedings in nuisance cases
- Codify current prioritization schedule



WC



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE ADOPTION OF THE WASCO COUNTY CODE COMPLIANCE PENALTY ORDINANCE

ORDINANCE # 24-002

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

WHEREAS, the Wasco County Planning Department has requested adoption of a new Code Compliance Penalty Ordinance;

WHEREAS, the proposed penalty ordinance includes listing fines for violations and prioritization schedule; and

WHEREAS, that on January 17, 2024 at the hour of 9:30 AM the Wasco County Board of Commissioners met to conduct the first of two legally notified public hearings on the above matter. The Board of County Commissioners reviewed recommendations by staff and received testimony from the public. The Board of County Commissioners tentatively approved the adoption; and

WHEREAS, that on February 7, 2024 at the hour of 9:30 AM the Wasco County Board of Commissioners met to conduct the second of two legally notified public hearings on the above matter. The Board of County Commissioners reviewed staff's presentation, and received testimony from the public. The Board of County Commissioners, by a vote of _ to _, approved/denied the adoption and conducted the second reading; and

NOW, THEREFORE, IT IS HEREBY ORDAINED AS FOLLOWS:

1. That the request by the Wasco County Planning Department for adoption of the Wasco County Code Compliance Penalty Ordinance is hereby approved; and

2. Pursuant to Oregon Revised Statute 203.045, this ordinance shall take effect on the 90th day after the date of its adoption.

DATED this __ day of February 2024.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Steve D. Kramer, Commission Chair

ATTEST:

Scott Hege, Vice-Chair

Kathy Clark, Executive Assistant

Phil Brady, County Commissioner



MEMORANDUM

SUBJECT: Intergovernmental Agreement (IGA)

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JILL AMERY, ASSESSOR/TAX COLLECTOR

DATE: 1/24/2024

BACKGROUND INFORMATION:

Wasco County Department of Assessment & Tax wishes to enter into an IGA with Lane County and Yamhill County in collaboration for a solution of our annual Summary of Assessment & Levies reports (SAL reports) from our third-party provider, XTR Consulting, LLC. SAL reports are the product of roll turn (certifying the tax roll) each year. There are 14+ reports that are required to be submitted to the Department of Revenue on an annual basis. Currently Wasco County A & T contracts with XTR for A & T related data extract and data base services, including but not limited to roll turn processing and SAL report production. The deliverable for this IGA would be SQL Server Reporting Services (SSRS) reports that Wasco County can run and audit without the assistance of XTR.

Cost estimates are summarized as follows:

Programing 80 to 120 hours

Testing 40 to 80 hours

Total range 120 to 200 hours at \$150 and 15% Wasco County contribution, range would be \$2,700 to \$4,500

Audit will be up to 40 hours for each county at \$150 = \$6,000

INTERGOVERNMENTAL AGREEMENT (IGA)

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF SUMMARY OF ASSESSMENT & LEVIES (SAL) REPORT SOLUTION

This Intergovernmental Agreement ("**Agreement**") is entered into by and between Lane County, and two other Oregon counties: Wasco County, and Yamhill County, each a political subdivision of the State of Oregon ("**County**"). In this Agreement, Wasco County and Yamhill County constitutes the ("**Agency**"), with Lane County, Wasco County, and Yamhill County each a "party," and referred to collectively in this Agreement as "the parties."

RECITALS

- A. ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers, or agents, have authority to perform.
- B. The Counties of Lane, Wasco, and Yamhill seek to collaborate to obtain a solution for Summary of Assessment & Levies (SAL) reports from the third-party provider, XTR.
- C. The Counties expect the following deliverables from XTR: SQL Server Reporting Services (SSRS) reports that will contain the layout, design, and data retrieval logic for running the SAL reports utilizing SSRS; development of a single SSRS SAL report which will contain multiple sub-reports, and related sub-audit reports related to the appropriate sub-reports to replace the multi-County process that required 20 plus SQL scripts and numerous Excel macros; and, an expectation of a party to contract individually with XTR for any required maintenance and updates to the final SSRS report in the future as needed.

AGREEMENT

County and Agency agree as follows:

1. SCOPE OF AGREEMENT

1.1 County will:

- 1.1.1 Coordinate with the agency to facilitate the acquisition and payment for the programming and testing portions of the Summary of Assessment & Levies (SAL) report solution provided by the third-party provider, XTR.
- 1.1.2 Lane County shall pay 85% of the costs incurred for the programming and testing portions of the Summary of Assessment & Levies (SAL) reports solution provided by XTR.

1.2 Agency will:

- 1.2.1 Wasco County jointly agrees to pay 15% of the costs incurred for the programming and testing portions of the Summary of Assessment & Levies (SAL) reports solution provided by XTR.
- 1.2.2 Wasco County agrees to work with XTR to pay for the audit validation portion of the costs incurred for the Summary of Assessment & Levies (SAL) reports solution provided by XTR.
- 1.2.3 Yamhill County jointly agrees to contribute intellectual property in the form of SQL code and stored procedures (the "Intellectual Property") to the third-party provider, XTR.
- 1.2.4 Yamhill County grants the parties non-exclusive, non-transferable license to use the Intellectual Property for the sole purpose of advancing the programming portion of the Summary of Assessment & Levies (SAL) report solution provided by the third-party provider, XTR.

2. DOCUMENTS FORMING THE AGREEMENT

- 2.1 **The Agreement.** The Agreement consists of this document and all exhibits listed below, which are incorporated into this Agreement by this reference.
- 2.2 **Exhibits.** With this document, the following exhibits are incorporated into the Agreement:
 - None

3. COST ESTIMATES. The following time and costs estimates are to be used for this Agreement:

- 3.1 **Programing Time:** 80 to 120 hours
- 3.2 **Testing Time:** 40 to 80 hours
- 3.3 **Total Cost Range:** 120 to 200 hours
- 3.4 **Audits:** Audit Hours are individual to each County and not included in this Agreement.
- 3.5 **Billable Rate:** \$150 per hour

4. CONSIDERATION AND PAYMENT

4.1 County's Payment Obligations

4.1.1 Lane County shall make the agreed-upon payments to XTR in accordance with the terms and conditions specified in XTR's contract.

4.2 Agency's Payment Obligations

4.2.1 Wasco County shall make the agreed-upon payments to Lane County in accordance with the terms and conditions specified in the Intergovernmental Agreement.

4.2.2 Wasco County shall make the agreed-upon payments to XTR in accordance with the terms and conditions specified in XTR's contract.

4.2.3 Yamhill County shall provide the Intellectual Property to XTR in accordance with the terms and conditions specified in the Intergovernmental Agreement.

5. EFFECTIVE DATE AND DURATION

5.1 Effective Date. Upon the signature of all parties, this Agreement is effective upon the date of the last signatory's signature.

5.2 Duration. Unless extended or terminated earlier in accordance with its terms, this Agreement will terminate upon the delivery of the Summary of Assessment & Levies (SAL) reports solution by the third-party provider, XTR to the County and Agency, under no circumstances later than June 30, 2024. However, such expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any breach or default in performance which has not been cured.

6. AUTHORIZED REPRESENTATIVES AND NOTICE. Each of the parties designates the following individuals as its authorized representative for administration of this Agreement. Either party may designate a new authorized representative by written notice to the other.

6.1 County's Authorized Representative (name, title, telephone number, and email):

Mary Vuksich-Shafer, Lane County Assessor/Tax Collector, 541-682-6454; mary.vuksich-shafer@lanecountyor.gov

6.2 Agency's Authorized Representative (name, title, telephone number, and email):

6.3 Jill Amery, Wasco County Assessor/Tax Collector, 541-506-2512; jilla@co.wasco.or.us

6.4 Agency's Authorized Representative (name, title, telephone number, and email):

6.5 Derrick Wharff, Yamhill County Assessor/Tax Collector, 503-434-7521 ext. 3687; wharffd@co.yamhill.or.us

Any notice, demand, consent, approval, or other communication to be given under this Agreement must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this section, notice may be given to the person executing the Agreement on behalf of that party below.

7. INDEMNIFICATION. To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, each party agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement.

8. PUBLIC BODY STATUS. In providing the services specified in this Agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort

Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

9. MODIFICATION AND TERMINATION.

- 9.1 Modification.** No modification or amendment to this Agreement will bind either party unless in writing and signed by all parties.
- 9.2 Termination.** The parties may jointly agree to terminate this Agreement at any time by written agreement. Either party may terminate this Agreement for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving the other party not less than 30 days' advance written notice.
- 9.3 Non-Appropriation.** Each of the parties certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, the parties understand and agree that, if a party does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Agreement, this Agreement will terminate at the end of the last fiscal year for which payments have been appropriated. The non-appropriating party will notify the other party of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, neither party will have a further obligation for payments beyond the termination date.

10. MISCELLANEOUS PROVISIONS

- 10.1 Dispute Resolution.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or other cooperative dispute resolution process.
- 10.2 Waiver.** Failure of either party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.
- 10.3 Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 10.4 Governing Law, Forum, and Venue.** All matters in dispute between the parties to this Agreement arising from or relating to the Agreement, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court. All disputes and litigation arising out of this Agreement will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.
- 10.5 Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Agreement.
- 10.6 No Third-Party Beneficiaries.** County and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.
- 10.7 Headings.** The headings and captions in this Agreement are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Agreement.
- 10.8 Force Majeure.** Neither party will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.

- 10.9 Multiple Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.
- 10.10 Merger and Construction.** This Agreement contains the entire agreement of County and Agency with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings. This Agreement is the result of bilateral negotiations between the parties, and the provisions of this Agreement are to be interpreted and their legal effects determined as a whole, with no part to be construed against the drafter of such part.
- 10.11 Compliance with Law.** County and Agency agree to comply with all federal, state and local laws applicable to the parties or the subject matter of this Agreement.

SIGNATURES FOLLOW ON NEXT PAGE

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

COUNTY:

WASCO COUNTY

By: _____

Title: Board Chair

Date: 2.7.2024

County Court House
511 Washington St. #208
The Dalles, OR 97058-2237

COUNTY:

LANE COUNTY

By: Mary Vuksich-Shafer

Title: Assessor/Tax Collector

Date: 1/5/2024

Lane County, Public Service Building
125 E. 8th Avenue
Eugene, Oregon 97401

COUNTY:

YAMHILL COUNTY

By: _____

Title: Assessor/Tax Collector

Date: _____

County Courthouse
535 NE 5th, Room 42
McMinnville, OR 97128-4592



MOTION

SUBJECT: Summary of Assessment & Levies

I move to approve the IGA between Wasco, Yamhill, and Lane Counties for the Summary of Assessment & Levies report solution.



SHERIFF'S OFFICE

511 Washington St., Ste.102 • The Dalles, OR 97058
p: [541] 506-2580 • f: [541] 506-2581 • www.co.wasco.or.us

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To: Wasco County Board of Commissioners

January 17th 2024

Re: Wasco County Sheriff's Office Radio Project

Dear Commissioners:

In 2022, the Sheriff's Office contracted with ADCOMM Engineering for a communications study. This study was funded by utilizing State Homeland Security Grant (SHSG) with a cost of \$59,900.00. The purpose of this study was to update a previous radio study, evaluate our current radio system for coverage and technology, and utilize the report for potential grant applications. Also, the report was to be used for the best path forward to include costs and service delivery options for the agency.

In 2023 ADCOMM delivered the final report. This report is very extensive and due to the length I will draw your attention to Chapter 5 as it pertains to how the sheriff's office plans on moving forward. As noted in this report there are a number of options discussed and after an extensive evaluation the sheriff's office has selected to join the Oregon Department of Transportation (ODOT) system. This system is the same system Oregon State Police utilize, and by joining the ODOT system a number of improvements to our overall communications will be significantly improved.

SYSTEM UTILIZATION AND IMPROVEMENTS

As the new system is built out a number of improvements will be realized to include but are not limited to; increased radio coverage for deputy safety and faster response times, improved interoperability with other regional law enforcement agencies, and overall cost savings.

As a part of the evaluation process it was determined the current VHF system should **not** be decommissioned as there is still value to utilize this system as a backup, creating redundancy with our communications system. In addition our South County public safety organizations (i.e. Juniper Flat Rural Fire Protection District, Wamic Fire and Ambulance District, Tygh Valley Fire, Maupin Fire & Ambulance) will also benefit from the use of this equipment.

In our evaluation we determined the Wasco County Road Department was in desperate need of a radio upgrade and as such we reached out to Wasco County Road Department Director Arthur Smith. Arthur advised he had begun the research of a new system and determined the cost could be \$1.2M+/- . Now with the availability the current VHF system the road department will utilize the VHF system as it is more than adequate for their needs. Arthur Smith has agreed to take over the maintenance costs of the current VHF system.

COSTS AND FUNDING

The overall estimated cost for upgrading the system is a one-time cost of \$404,719.66 (See attached supporting documents). The cost of the upgrades includes hardware, software and installation. An



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additional cost of \$33K per year to ODOT will be required for operation and maintenance. The sheriff's office has placed this expense our budget process.

Over the last two years the sheriff's office has explored grant opportunities in several venues with Global Grants and other federal/state opportunities, however these have been unproductive as there is no grant allocations for a project of this magnitude. We have received several small SHSG allowing us to purchase eleven (11) of the new Harris portable radios over the last two (2) years, and has reduced the overall cost of this project approximately \$56K.

Knowing this project was in front of the agency we began the process of utilizing the new Wasco County budget system and began to transfer our savings into a Capital Equipment Appropriation line item. This line item is currently funded at \$1,830,870.25 which will cover the entire cost of this upgrade.

As noted above, Arthur Smith will take over the maintenance costs for the current system at an estimated \$6-7K per year. This is an important savings to the road department as they will not have to build out an estimated \$1.2M+/- system. Furthermore, the sheriff's office is working with our South Wasco County public safety agencies to create a yearly \$3K per year funding stream for upgrades and emergency situations, effectively keeping the VHF system updated and usable for those organizations.

Additional financial benefits for this project include the surplus of sheriff's office communications equipment that can be distributed to our partner organizations. These rural and volunteer organizations must operate on very limited budgets and grant funding for equipment. By providing the surplus equipment to these organizations they will realize significant cost savings to their budgets.

In summary the improvements this new system will provide will not only increase our capabilities as public safety organizations, but will improve the overall services we provide to our citizens and visitors.

Sincerely,
Lane Magill
Wasco County Sheriff



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To: Wasco County Board of Commissioners

January 17th 2024

From: Wasco County Sheriff's Office

Re: Formal Sole-Source Request for L3 Harris Communications Radio Upgrade

Dear Commissioners:

In 2023 the sheriff's office conducted an updated communications study with ADCOMM Engineering. The main focus of this study was to determine our communications capabilities/deficiencies, and how we can improve the overall system with emerging technology. The study provided several options about how the system could be improved and it was determined the Oregon Department of Transportation (ODOT)/OSP system would be the most cost effective way to move forward.

Over ten (10) years ago the sheriff's office upgraded our 911 center communications system to L3 Harris Communications. Included with this purchase were the Symphony Console platforms and the BeyondCore platform. The BeyondCore technology was purchased to fully implement our long term communications strategy, ultimately converting the communications system from a VHF (analog) system to a fully digital system and keeping the agency updated with emerging technology.

We would propose the L3 Harris Communications contract and supporting RACOM services agreement (911 installation and upgrades) is eligible for a Direct Appointment pursuant to the Wasco County Public Contracting Rules for the following reasons. Section 8 (F) (23) of the Wasco County Public Contracting Rules sets forth an exemption as follows:

(1) As authorized by ORS 279B.075, a contracting agency may award a contract for goods or services without competition when the local contract review board determines in writing that the goods or services, or classes of goods or services, are available from only one source. . .

(2) The determination of a sole source must be based on written findings that may include:

(a) That the efficient utilization of existing goods requires acquiring compatible goods or services;

(b) That the goods or services required to exchange software or data with other public or private agencies are available from only one source;

(c) That the goods or services are for use in a pilot or an experimental project; or

(d) Other findings that support the conclusion that the goods or services are available from only one source.

(3) To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms that are advantageous to the contracting agency. [2003 c.794 §55; 2005 c.103 §8c; 2015 c.807 §24]



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ODOT/OSP currently uses L3 Harris Communications hardware and software. As such, the sheriff's office will need to purchase new L3 Harris Communications equipment (See attached supporting documents) to match the current systems at 911 and ODOT/OSP communications facilities and sites.

RACOM is a subcontractor to L3 Harris Communications and will be providing hardware and installation services at the Wasco County Communications Center for this project. They have provided a separate quote for services but do meet the Sole-Source requirements as stated above as L3 Harris Communications exclusively works with this organization, reducing overall costs of any additional third party vendors.

The BeyondCore system is a key component to this upgrade. There are other vendors who provide similar technology, however with the BeyondCore system fully in place and there is no financial benefit to change vendors. If another vendor was chosen for this technology then the organization would effectively have to operate two separate systems, thus increasing the overall cost to the project as well.

In conclusion, and upon review of the L3 Harris Communications quote it is noted:

The Terms and Conditions are governed by the agreement between L3Harris Technologies and State of Oregon. Please reference MBP# 29145 and contract number PA-9470, if applicable.

Additionally, L3 Harris Communications and RACOM meet the sole-source requirements as it is an efficient utilization of existing communications hardware/infrastructure, integrated software, and is financially advantageous to Wasco County.

Sincerely,
Lane Magill
Wasco County Sheriff

5. ALTERNATIVES ANALYSIS AND RECOMMENDATIONS

ADCOMM identified five options to support improved coverage and wide-area communications within Wasco County. Option 6 acts as a baseline; it assumes use of the legacy system where there is no change.

- Option 1: ODOT System
- Option 2: ODOT System and Frontier System
- Option 3: ODOT System – add Antelope Site and Frontier System
- Option 4: ODOT System – add Antelope and Rancheria Sites
- Option 5: Wasco Owned Three-Channel P25 Phase 1 Conventional Wide Area System
- Option 6: No Change

All options assume use of a 7/800 MHz P25 Trunked or Conventional System architecture, which provides improved situational awareness for Wasco County agencies and improved interoperability with adjacent agencies.

Option 1: ODOT System forms the basis for which Options 2, 3, and 4 are expanded upon. ODOT has deployed a trunked 700 MHz P25 L3Harris radio system across Oregon for use by ODOT and OSP personnel. There are seven sites that provide significant coverage within and surrounding Wasco County. ODOT owns and manages a resilient microwave backhaul network that they lease bandwidth to other public safety entities.

Option 5 defines a Wasco County owned, three-channel, P25 Phase 1 Conventional Radio System. A conventional system is defined due to limited user counts required to support licensure on a trunked system, and to reduce overall system cost is less for a conventional system.

All options include the same base layer of sites and microwave network except for Option 6. Option 6 assumes the use of legacy sites and systems resulting in no change to existing coverage or operations. All channels are based on physical site locations. Sites would not be networked together. The legacy system would continue to be a 17-channel system across 23 sites.

5.1 Analysis

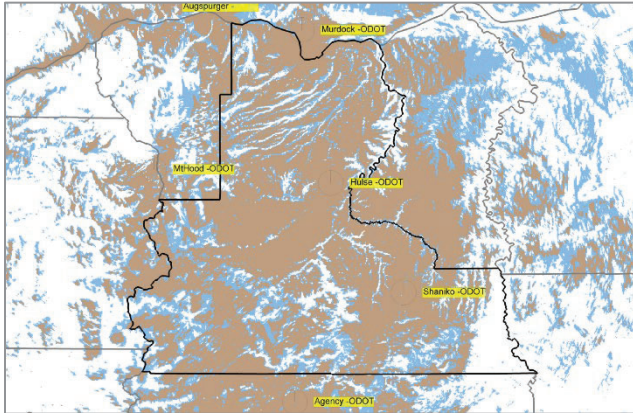
Each option is analyzed for impact to the following areas:

- Coverage
- Simple to Operate
- Agreements
- Costs

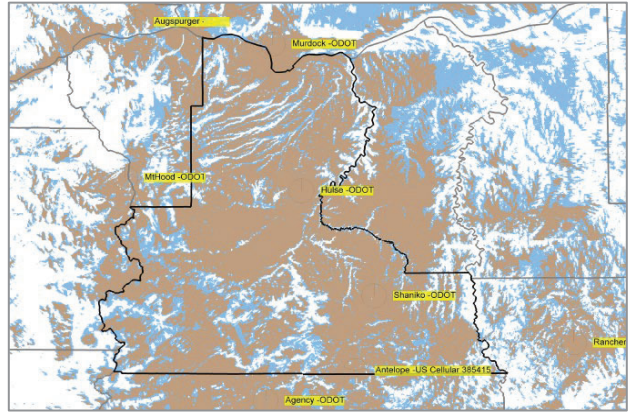
5.1.1 Coverage

The following thumbnail images provide a side-by-side assessment of Options 1-4. Option 5 is not shown; coverage matches Option 4. Option 6 is provided in Appendix A as “legacy” coverage maps.

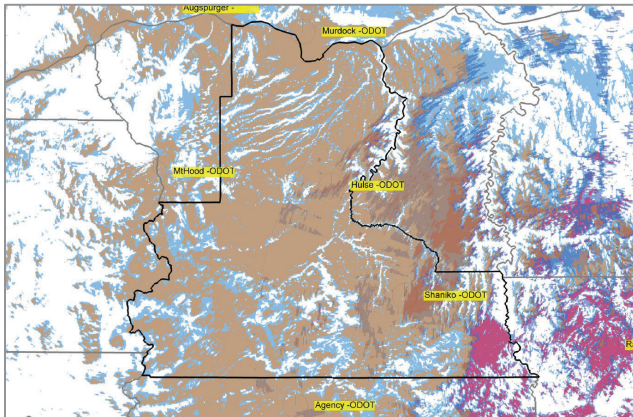
OPTION 1: ODOT



OPTION 4: ODOT + ANTELOPE + RANCHERIA



OPTION 2: ODOT & FRONTIER



OPTION 3: ODOT + ANTELOPE & FRONTIER

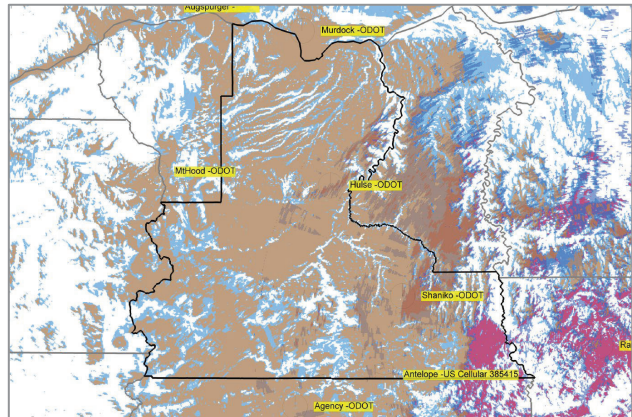


FIGURE 18: COVERAGE COMPARISON OF OPTIONS 1 THROUGH 4

Option 1: ODOT System. The existing ODOT Radio System contains seven existing sites that provide significant coverage within Wasco County but lacks far south-eastern area (Antelope and Clarno areas).

Option 2: ODOT System and Frontier System. The existing ODOT system would be augmented by the Frontier radio system via the Rancheria radio site to provide Clarno area coverage.

Option 3: ODOT System – Add Antelope Site and Frontier System. The existing ODOT system is improved by adding the Antelope radio site (owned by US Cellular); this option augments Clarno area coverage from the Frontier radio system (Rancheria radio site).

Option 4: ODOT System – Add Antelope and Rancheria. The existing ODOT system is improved by adding ODOT radio equipment to both the Antelope and Rancheria radio site to fill in existing system holes in the far south-eastern area (Antelope and Clarno).

Option 5: Wasco Owned System. Like Option 4, this option provides countywide coverage including the Antelope and Clarno areas. As a primary single system, end user operations are simple and intuitive.

Option 6: No Change. This option is not evaluated. It equates to keeping the channels, coverage, and existing operations in place, as it stands today.

5.1.2 Simple to Operate

Simple to operate, or easy to use, is a key goal for any technology system. With respect to radio systems this considers both field user and dispatch operator perspectives.

Option 1: ODOT System. As a primary single system, end user operations are simple and intuitive. The existing ODOT radio system provides countywide communications using talk groups. Talk groups are configured based on operational work groups and can be available anywhere within the ODOT system. Talk groups are not tied to geographical locations. Note: There is no, or poor, communications on the existing ODOT system within the Clarno and Antelope areas.

Option 2: ODOT System and Frontier System. Like Option 1, the existing ODOT radio system would provide primary user communications using talkgroups configured for operational work groups; they are not tied to geographical locations.

Although, since there is no, or poor, communications on the existing ODOT system within the Clarno and Antelope areas, when field users roam in the Clarno area, they would need to switch to a “Clarno” talkgroup on the Frontier system. Additionally, dispatch operators would need to be advised and aware that the field user has switched over to the Frontier radio system and would no longer be accessible by the ODOT radio system.

Option 3: ODOT System – Add Antelope Site and Frontier System. This option expands ODOT coverage into the Antelope area. Like Option 2, the existing ODOT radio system provides primary user communications using talkgroups configured for operational work groups; they are not tied to geographical locations.

Although, since there is no, or poor, communications on the existing ODOT system within the Clarno area, when field users roam in the Clarno area, they would need to switch to a “Clarno” talkgroup on the Frontier System. Additionally, dispatch operators would need to be advised and aware that the field user has switched over to the Frontier radio system and would no longer be accessible by the ODOT radio system.

Option 4: ODOT System – Add Antelope and Rancheria. Like Option 1, this option performs as a primary single system where end user operations are simple and intuitive. Talkgroups are

configured based on operational work groups and can be available anywhere within the ODOT system.

Option 5: Wasco Owned System. Like Option 4, this option provides countywide coverage including the Antelope and Clarno areas. As a primary single system, end user operations are simple and intuitive.

Yet, this Wasco County owned and managed radio system would be configured as a conventional P25 radio system, meaning, although countywide communications will be available, there will be a physical limit to the number of available channel work groups, i.e., with a three-channel system, the following work group configuration would be employed:

- Channel 1 – Law, includes dispatch and operations
- Channel 2 – Fire, includes dispatch, paging, and operations
- Channel 3 – Countywide, includes Tactical or Operations use by Law or Fire or EMS or Schools, etc.

Option 6: No Change. There would be no change to existing operations. The system would continue to be difficult to use as configured as 17 channels across 23 sites.

5.1.3 Agreements

There are three major sharing opportunities for the various options. They include:

- Site lease agreements – applies to Options 1-6
- Backhaul microwave bandwidth agreement – applies to Options 1-5
- Radio system subscriber agreement – applies to Options 1-4

Option 1: ODOT System. Wasco County users would sign a per-unit subscriber agreement for use of the ODOT system.

Option 2: ODOT System and Frontier System. Like Option 1, Wasco County users would sign a per-unit subscriber agreement for use of the ODOT system and they must also obtain an agreement with the Frontier radio system for coverage from the Rancheria site.

For Option 2 and 3, the Frontier agreement may be set up three different ways:

1. Single “Clarno” talkgroup on Frontier’s radio system
2. An inter-subsystem interface (ISSI) network connection between the ODOT system and Frontier radio systems
3. An over-the-air patch involving mobile radios and connected talkgroups on both systems

Option 3: ODOT System – Add Antelope Site and Frontier System requires the same agreements as Option 2, with the addition of a radio site equipment procurement and transfer

agreement with ODOT for the Antelope Site along with a US Cellular Antelope site lease agreement.

Option 4: ODOT System – Add Antelope and Rancheria requires the same agreements as Option 3, with the addition of a radio site equipment procurement and transfer agreement with ODOT for the Rancheria site along with a Frontier Rancheria site lease agreement.

Option 5: Wasco Owned System requires sites and microwave backhaul sharing agreements only.

Option 6: No Change requires site lease sharing agreements only.

5.1.4 Costs

Estimated costs for the radio system consider initial capital investments (subscriber equipment purchases, radio infrastructure equipment purchases, site infrastructure systems [power, shelters, tower, etc.]) along with ongoing lease agreements, maintenance personnel, vendor support, licensing fees, site leases, etc.

Table 9 describes the additive system approach between Options 1 through 4. Option 5 is a wholly separate design and cost as a Wasco Owned and Maintained System, while Option 6 stays intact as configured today as the Legacy System.

TABLE 9: RADIO SYSTEM COST SUMMARY BY OPTION

NO.	SITE NAME (OWNER)	OPTION 1	OPTION 2	OPTION 3	OPTION 4
1	Agency (ODOT)	[A] ODOT ~\$100,000 OX	[A] ODOT ~\$100,000 OX	[A] ODOT ~\$100,000 OX	[A] ODOT ~\$100,000 OX
2	Augspurger (ODOT)				
3	Grizzly (ODOT)				
4	Hulse (ODOT)				
5	Mt Hood (ODOT)				
6	Murdock (ODOT)				
7	Shaniko (ODOT)				
8	Rancheria (Frontier)		[B] FRONTIER ~\$5,000 OX	[B] FRONTIER ~\$5,000 OX	[D] New \$255,000 CX ~\$55,000 OX
9	Antelope (US Cellular)			[C] New ~\$590,000 CX ~\$48,000 OX	[C] New ~\$590,000 CX ~\$48,000 OX

OX = Operational Expense (Annual Estimates); CX = Capital Expense (Estimates); Subscriber capital purchases are NOT included. ODOT pricing estimate includes Law, Fire, EMS radio counts.

Option 1: ODOT System costs include:

- Subscriber radio purchases
- Subscriber monthly associated fee (tiered pricing based on user type) on the ODOT system

TABLE 10: LAW ENFORCEMENT USER GROUP AND USER TYPE INVENTORY

USER GROUP	ODOT TIER 1	ODOT TIER 2	ODOT TIER 3
Dispatch Center	6		
Emergency Manager	2		
Patrol	38		
Parole and Probation	12		
Reserves		9	
Posse			11
SAR			23
Backup Dispatch Center			2
Spares			10
Total Counts	58	9	46

Based on the current rate of \$45/radio for Tier 1 users:

- The total annual fee to bring Law Enforcement users onto the ODOT system is estimated at: \$32,535.

The radio inventory for the rest of the county users is not fully complete. For any Fire and Ambulance agencies where radio counts are unknown, they are labelled as such.

TABLE 11: FIRE AND AMBULANCE USER SUBSCRIBER INVENTORY

USER GROUP	MOBILES	PORTABLES	CONTROL STATIONS	PAGERS*
Antelope	unknown	Unknown	unknown	unknown
Dufur Ambulance	unknown	unknown	unknown	unknown
Dufur RFPD	8	16	unknown	unknown
Juniper Flat RFPD	17	60	7	20
Mid-Columbia F&R	23	62	2	71
Mosier FD	10	42	1	30
Southern Wasco Ambulance	2	22	unknown	22
The Dalles PD	15	25	2	0
Wamic RFPD	18	45	2	45
Total Counts	133	342	16	188

*Note: Pagers are NOT accounted for in the and total counts or estimated costs at this time.

Based on the current rate of \$45/radio for Tier 1 and assuming 15 percent of inventory are Tier 1 users and another 15 percent of inventory is Tier 2 users:

- The total annual fee to bring Fire and EMS users onto the ODOT system is estimated at: \$42,535.

Capital costs include the cost for subscriber radios only. No other capital costs, i.e., site improvements, microwave backhaul, maintenance, or site lease costs are required.

- Subscriber radio costs range from \$4,500 to \$7,500 per unit.

Option 2: ODOT System and Frontier System costs include:

- Option 1
- PLUS cost to connect ODOT to Frontier trunked radio system
- PLUS (potential) ongoing subscriber cost on Frontier trunked radio system for those users that require coverage on the Frontier system

Wasco County must obtain an agreement with the Frontier radio system to allow use of their system coverage from the Rancheria site. This agreement may be performed in one of three ways:

- A. Allowance for use of a dedicated talkgroup on the Frontier system
- B. An over-the-air patch involving mobile radios and connected talkgroups on both systems
- C. An ISSI network connection between the ODOT system and Frontier radio systems

TABLE 12: ESTIMATED COST TO INTERCONNECT FRONTIER TO ODOT

NO.	TYPE	CAPITAL COSTS	ONGOING COSTS
A	Talkgroup on Frontier	None	Frontier use agreement
B	Patch to Frontier	Estimated \$50,000	Maintenance only
C	ISSI Connection	Estimated \$1M	\$50,000 annually (burdened by ODOT and/or Frontier)

Frontier does not have any published costs for subscriber fees; there may not be any fees for Wasco County but this will need to be confirmed.

The County must obtain an agreement with the Frontier radio system to allow use of their system coverage.

Option 3: ODOT System – Add Antelope Site and Frontier System costs include:

- Option 2 (includes Option 1)
- PLUS cost to add ODOT radio system infrastructure to US Cellular’s Antelope site

For options B or C, an agreement is required between ODOT and Frontier to make this dedicated connection.

TABLE 13: ESTIMATED COST TO ADD ANTELOPE SITE TO ODOT RADIO SYSTEM

TYPE	CAPITAL COSTS	ONGOING ANNUAL FEES
ODOT Radio Equipment	\$250,000	\$5,000
Site Equipment (Power, Grounding, etc.)	\$50,000	N/A
Microwave Link	\$85,000	\$8,000
Site Lease	\$5,000	\$20,000
New Shelter Installation	\$200,000	N/A
Antelope Estimated Totals	\$590,000 one-time	\$48,000 annually

The County must obtain an agreement with ODOT to add this site to their radio system. Note: estimated annual fees would be absorbed by ODOT.

Option 4: ODOT System – Add Antelope and Rancheria costs include:

- Option 3 (includes Option 1 and 2)
- PLUS cost to add Frontier’s Rancheria site to ODOT system

The cost to add a new radio site to ODOT’s trunked radio system includes L3Harris trunking site equipment, RF antennas systems, associated power systems, and one microwave connection to the ODOT system for both Antelope and Rancheria locations. A new building is needed for Antelope but not expected at Rancheria.

TABLE 14: ESTIMATED COST TO ADD RANCHERIA SITE TO ODOT RADIO SYSTEM

TYPE	CAPITAL COSTS	ONGOING ANNUAL FEES
ODOT Radio Equipment	\$250,000	\$5,000
Site Equipment (Power, Grounding, etc.)	N/A	N/A
Microwave Link	N/A	\$8,000
Site Lease	\$5,000	\$12,000
New Shelter Installation	N/A	N/A
Rancheria Estimated Totals	\$255,000 one-time	\$25,000 annually

The County must obtain an agreement with ODOT to add this site to their radio system. Note: estimated annual fees would be absorbed by ODOT.

Option 5: Wasco Owned System

Option 5 mirrors Option 4 but is totally independent of ownership and governance. Coverage matches Option 4 but the ownership, maintenance, and management of the radio system is on the onus of Wasco County rather than ODOT.

Wasco County would design, build, manage, and maintain an eight-site, 700 MHz, three-channel, P25 Phase 1, radio system. Each site requires one or more microwave backhaul hops, -48 VDC battery systems, and backup emergency propane-fueled generators. Site builds and lease fees would fall onto Wasco County to manage and maintain. Any maintenance of the radio system and subscriber radios would also be the responsibility of Wasco County.

TABLE 15: WASCO OWNED SYSTEM EQUIPMENT COSTS PLUS ONGOING SITE FEES

TYPE	CAPITAL COSTS	ONGOING ANNUAL FEES
Wasco County Radio Equipment x8	\$800,000	\$80,000
Site Equipment (Power, Grounding, etc.) x8	\$200,000	N/A
Microwave Link x2-CX x8-OX	\$100,000	\$8,000
Site Lease x8	\$5,000	\$48,000
New Shelter Installation x1	\$200,000	N/A
System Manager x1 FTE	\$50,000	\$250,000
Vendor Support & Maintenance	N/A	\$50,000
Rancheria Estimated Totals	\$1,355,000 one-time	\$436,000 annually

Option 6: No Change costs include:

Based on the current cost estimates, the existing system should continue to cost:

- Existing site leases: approximately \$14,500
- Ongoing maintenance (contracted): approximately \$8,000
- Existing subscribers are expected to be reused

Wasco County would continue to be responsible for operations and maintenance of the existing equipment at 23 site locations.

At some future point, equipment will need to be upgraded or replaced. Like-for-like infrastructure replacement is estimated at \$20,000 per site, up to 23 sites or \$460,000.

5.2 Options Assessment

Based on the information found within the Options Analysis, the optional viable system architectures were ranked against operational and cost impacts. The following scoring matrix reflects the findings with a score of 5 being best and 1 worst.

TABLE 16: SCORING MATRIX (5 BEST OR LEAST COST - 1 WORST OR HIGH COST)

SCORING MATRIX	OPTION 1	OPTION 2	OPTION 3	OPTION 4	OPTION 5	OPTION 6
High Score	35	33	29	30	28	20
Priority Rank	1	2	4	3	5	6
OPERATIONAL ASSESSMENT	19	18	18	20	20	4
Coverage	4	5	5	5	5	1
Ease of Use	5	4	4	5	5	1
Situational Awareness	5	4	4	5	5	1
Interoperability	5	5	5	5	5	1
COST ASSESSMENT	16	15	11	10	8	16
Capital - Subscriber	3	3	3	3	3	5
Ongoing - Subscriber	3	2	2	3	3	5
Capital - Infrastructure	5	5	3	2	1	3
Ongoing - Infrastructure	5	5	3	2	1	3

Option 1: ODOT System is the best option from an operational perspective and very fair with respect to capital and ongoing costs.

Option 2: ODOT System and Frontier System is the next best option from an operational perspective and fair with respect to capital and ongoing costs.

Option 3: ODOT System – Add Antelope Site and Frontier System is not an ideal option from an operational perspective and costs significantly more in capital and ongoing costs.

Option 4: ODOT System – Add Antelope and Rancheria is the best option from an operational perspective; it has high capital costs with low ongoing costs as the County is not responsible for site nor system maintenance, just subscriber equipment and fees to use the ODOT radio system.

Option 5: Wasco Owned System is one of the best options from an operational perspective but is very expensive with respect to capital and ongoing costs.

Option 6: No Change is the worst option from an operational perspective and very inexpensive with respect to capital costs. This option requires dedicated staff or a contracted radio shop to manage and maintain the radio system.

5.3 Recommendations

ADCOMM recommends that Wasco County pursue Option1 to become a subscriber on ODOT's existing 700 MHz P25 Trunked radio system.

- Wasco County has the unique opportunity to utilize an existing radio communications system that is simple to use, is reliable, and provides significant coverage within their service area, while also improving situational awareness and interoperability.
- To build an equivalent radio system network would cost tens of millions of dollars, whereas the cost to use the system is just the initial cost of the subscriber devices and their associated ongoing monthly subscriber fees.
- If coverage enhancements are desired, then the County should communicate with ODOT to request a price to add site radio infrastructure equipment to any new site(s) and sign an agreement to procure and transition any new sites to the ODOT system.

To support this recommendation, additional bodies of work are needed.

- Identify funding sources and submit requests
- Combine administrative and fiscal management with respect to radio systems
- Capture stakeholder needs for any groups requiring additional engagement
- Perform a countywide critical communications network assessment and integration plan

Identify funding sources and submit requests

The County should actively submit for grants or pursue other funding sources to assist with procuring 7/800 MHz subscriber radios that are authorized on the ODOT radio system.

The County should actively pursue broadband and/or infrastructure grants for the purpose of extending their critical communications network. Examples include:

- Fire station alerting and paging systems at fire stations
- Community alert and warning systems
- CAD interconnectivity to adjacent and state agencies
- NG911 and/or telephony communications to other agencies
- Expanded communications with water, power, and other local critical infrastructure SCADA networks

Combine administrative and fiscal management with respect to radio systems

By combining procurement, maintenance, and management tasks associated with radio systems, the County can realize administrative efficiencies and vendor cost savings. Areas to consider include:

- Combine FCC licensing for all Wasco entities to better manage available radio frequencies and ensure on-time renewals
- Pool disparate funds and fees together to support coordinated radio infrastructure and/or subscriber purchases, maintenance and programming from a central location to ensure best vendor pricing
- Develop agreement(s) with ODOT

Capture stakeholder needs for any groups requiring additional engagement

- Develop Wasco County Critical Communications Users Group to coordinate information gathering and sharing and develop a fiscal body responsible for setting aside subscriber equipment replacement funds
- Engage Fire services to ensure stakeholder needs are heard and captured, i.e., understand specific operations and key requirements, determine best use and deployment of ODOT system versus other technology options, capture technology systems that augment voice communications (e.g., Active 911, Paging, etc.)
- Assess existing fire services radio infrastructure equipment to determine costs to replace a large number of fire service radios with dual-band radios capable of using the ODOT system.

Perform Network Assessment and Integration Plan

- Identify use cases and system requirements to support Infrastructure Investment and Jobs Act (IIJA) grant requests
- Connect fire stations to the Internet and to critical communications backhaul networks to support paging notifications and to extend radio communications
- Perform a countywide network assessment to determine endpoints against existing or future expected broadband network availability to support critical infrastructure entities
- Identify a looped/dynamic-rerouting technology fiber optic network plan using funds to connect fire stations, emergency operations centers, schools and community centers with wireless and radio technologies
- Identify if ODOT system base repeater locations should be expanded, and if so, apply for use of USDA grant funds <https://www.rd.usda.gov/newsroom/news-release/usda-offers-new-funding-promote-expansion-high-speed-internet-rural-areas>

L3 Technologies, Inc. GENERAL TERMS AND CONDITIONS

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This document, together with the attachments appended hereto constitutes the Terms and Conditions for the Agreement between the parties, and acceptance is strictly limited to the terms and conditions contained herein. Additional or differing terms, conditions or limitations of liability proposed by SELLER, whether in a quote, acceptance, or delivery document shall have no effect unless accepted in writing by BUYER. In particular, any limitation of liability or disclaimer of warranty is expressly rejected. Agreement by SELLER to furnish the Goods or Services to these terms and conditions, or SELLER's commencement of such performance or acceptance of payment shall constitute acceptance by SELLER of these Terms and Conditions.

1. Definitions

Words, as employed in this Agreement, shall have their normally accepted meanings. The following terms shall have the described meaning:

- (a) "Agreement" shall mean the Purchase Order, Subcontract, or Contract, these General Terms and Conditions, and any special conditions appended hereto or documents incorporated herein.
- (b) "Authorized Distributor" shall mean a Distributor distributing product within the terms of an Original Component Manufacturer (OCM) or the Original Equipment Manufacturer (OEM) contractual agreement. Contractual Agreement terms include, but are not limited to, distribution region, distribution products or lines, and warranty flow down from the OCM/OEM. Under this distribution, the distributor would be known as an Authorized Distributor. The term Franchised Distributor is considered synonymous with Authorized Distributor.
- (c) "Authorized Source" shall mean Original Component Manufacturers (OCM), Original Equipment Manufacturer (OEM), Authorized Distributor (AD), Authorized Aftermarket Manufacturer, and Suppliers, approved by the Organization, that obtain parts exclusively from an OCM, OEM, AD, or Authorized Aftermarket Manufacturer.
- (d) "Authorized Aftermarket Manufacturer" shall mean an organization that fabricates a part under a contract with, or with the express written authority of, the original component manufacturer based on the original component manufacturer's designs, formulas and/or specifications.
- (e) "Authorized Reseller" purchases parts and materials exclusively from the OCM, OEM, or their Authorized Distributors (ADs) and then sells the products to the end user. Chain of custody is maintained throughout the process. "Resellers" apply to certain Commercial Off-The-Shelf (COTS) assemblies and commodities such as Information Technology (IT) equipment, hardware, fasteners, and raw materials.
- (f) "BUYER" or "L3" shall mean L3 Technologies, Inc. and its affiliates in this Agreement.
- (g) "Contract Manufacturer" shall mean an organization that produces goods under the label or brand of another organization. This includes building assemblies to the brand organization supplied Bills of Material (BOM) and assembly drawings.
- (h) "Counterfeit Part" shall mean (1) An unauthorized copy, imitation, substitute, or modified part, which is knowingly misrepresented as a specified genuine part of the manufacturer. (2) Or a previously used Electrical, Electronic, and Electromechanical (EEE) Part which has been modified and is knowingly misrepresented as new without disclosure to the customer that it has been previously used. NOTE: (1) Examples of a counterfeit part can include, but are not limited

to; the false identification of grade, serial number, date code or performance characteristics. NOTE 2: This definition shall be read so as not to conflict with the definition for "counterfeit electronic part" cited in the Defense Acquisition Regulation Supplement (DFARS) 252.246-7007, where that definition shall govern to the extent that clause applies.

(i) "Electrical, Electronic, and Electromechanical (EEE) Parts" are components designed and built to perform specific functions using electricity, and are not subject to disassembly without destruction or impairment of design use. Examples of electrical parts include resistors, capacitors, inductors, transformers, and connectors. Electronic parts include active devices, such as monolithic microcircuits, hybrid microcircuits, diodes, and transistors. Electromechanical parts are devices that have electrical inputs with mechanical outputs, or mechanical inputs with electrical outputs, or combinations of each. Examples of electromechanical parts are motors, synchros, servos, and relays. Although some of these electromechanical parts may be properly thought of as assemblies, for the purposes of this policy these are considered to be parts.

(j) "Goods" shall mean those Goods identified in this Agreement, which may be changed, from time to time by the mutual written agreement of the parties.

(k) "Independent Distributor (Broker)" shall mean a Distributor that purchases parts with the intention to resell them back into the market. Purchased parts may be obtained from OCMs/OEMs or Contract Manufacturers (typically from excess inventories), or from other independent distributors. Re-sale of the purchased parts (re-distribution) may be to OCMs/OEMs, Contract Manufacturers, or other independent distributors. Independent Distributors do not have contractual agreements with the OCMs/OEMs.

(l) Original Component Manufacturer (OCM): An entity that designs and/or engineers a part and is pursuing or has obtained the intellectual property rights to that part. NOTE 1: The part and/or its packaging are typically identified with the OCM's trademark. NOTE 2: OCMs may contract out manufacturing and/or distribution of their product. NOTE 3: Different OCMs may supply product for the same application or to a common specification.

(m) Original Equipment Manufacturer (OEM): A company that manufactures products that it has designed from purchased components and sells those products under the company's brand name.

(n) "SELLER" shall mean the party identified as the SELLER in this Agreement, which may be identified as a subcontractor, supplier, vendor, etc.

(o) "Services" shall mean those Services identified in this Agreement, which may be changed, from time to time by the mutual written agreement of the parties.

(p) "Subcontractors" shall mean a third party that delivers in accordance with a specification or a Statement of

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Work to include some or all of the following: design, development, assembly, test, services, and production. Deliverables may include software, hardware, and/or services.

2. Price

The prices established by this Agreement are firm fixed prices unless otherwise stated in the Agreement. SELLER warrants that any unit prices charged herein do not exceed the unit prices charged by SELLER to other customers in substantially similar transactions.

3. Schedule and Delivery; Notice of Delay

SELLER shall strictly adhere to all Agreement schedules. **Time is and shall remain of the essence in the performance of this Agreement.** SELLER shall notify BUYER in writing immediately of any actual or potential delay to the performance of this Agreement. Such notice shall include a revised schedule and shall not constitute a waiver to BUYER's rights and remedies hereunder.

4. New Materials; Packaging, Shipping, Markings

(a) All goods to be delivered hereunder shall consist of new materials;

(b) SELLER shall prepare and package the goods to prevent damage or deterioration and shall use best commercial practice for packing and packaging of items to be delivered under this Agreement, unless otherwise specified in the Agreement. Wooden packaging from SELLER must conform to International Standards for Phytosanitary Measures (ISPM 15) regarding the Regulation of Wood Packaging Material in International Trade (2009), as amended.

(c) Unless otherwise stated in the Agreement, F.O.B. point shall be Destination (Incoterms 2010 DAP [name U.S. L3 location or U.S. Port] for International transactions);

(d) All suppliers shall purchase parts, materials, chemicals, and assemblies directly from authorized sources (reference subparagraphs 1 and 2 for further requirement resolution). Only new and authentic materials are to be supplied or used in products delivered to BUYER. No counterfeit or suspect counterfeit parts are to be delivered or contained within delivered product.

(1) EEE parts Authorized Distributors (ADs) shall only purchase product directly from the OCM. Parts shall not be purchased from other Authorized Distributors (ADs) or Independent Distributors (IDs) without written consent from BUYER. Procurement practices and documentation shall enable traceability back to the applicable OCM for each purchase transaction.

(2) Contract Manufacturers (CMs), Maintenance Repair and Overhaul (MRO) services, and Resellers shall only purchase parts, materials, and assemblies from the OCM, OEM, or their ADs. Independent Distributors (IDs) shall not be used without written consent from BUYER. Procurement practices and documentation shall enable traceability back to the applicable OCM/OEM or AD for each purchase transaction.

(e) Every article of foreign origin shall be marked in a conspicuous place as legible, indelibly, and permanently as the nature of the article will permit in such manner as to indicate to the ultimate purchaser the English name of the country or origin of the article.

(f) For any shipments to be imported by the BUYER:

(1) SELLER shall provide to BUYER'S Procurement Representative, in writing, five business days advance notification of shipments. Such notification shall include submission of a copy of the Commercial invoice and packing list required by this provision and such other information as BUYER may reasonably request.

(2) SELLER shall forward copies of its shipping documents and any applicable Certificates via email or facsimile, to BUYER so that BUYER may facilitate Customs clearance. These documents shall include:

(i) Commercial Shipping Invoice

(ii) Any applicable Free Trade Agreement or Special Trade Program Certifications/Statements, examples include NAFTA and IFTA certificates of origin.

(iii) If using Ocean Transport: Ocean ISF details according to Customs Publication, dated August 2009 – Importer Security Filing and Additional Carrier Requirements (10+2)

(g) For articles returned to BUYER after repair, SELLER shall

(1) Include a Foreign Repairer Certificate attesting to the work performed abroad in accordance with 19 CFR § 10.8.

(2) Reference any return instructions as provided by BUYER.

(3) Include a commercial invoice stating the reason for RETURN. Products being returned to BUYER after repair must include the hardware value from the original sale of the item. Example: "Original hardware for Customs purposes only: ____"

(4) Include the cost of the repair as a separate line item on the commercial invoice.

(5) For repair work done under warranty, the SELLER is required to include the estimated cost of repair.

(h) For articles being returned with a Department of State license, SELLER is required to indicate the license number on the commercial invoice.

(i) For articles being returned under any ITAR exemption, SELLER is required to include the exemption citation on the commercial invoice.

(j) SELLER is required to site 48 CFR 252.225 -7013 (e)(2) (iv.) (A) For any Duty Free Entries against a US Prime Contract.

5. Quality

(a) BUYER's final acceptance of Goods or Services is subject to BUYER's inspection within sixty (60) days after receipt at BUYER's facility or such other place as may be designated by BUYER, notwithstanding any payment or prior test or inspection.

(b) SELLER and its suppliers shall establish and maintain a quality management and counterfeit parts program consistent with current industry standards (e.g., ISO9001, AS9100, AS9115, AS9120, AS5553, AS6496, AS6174, etc.). Subject to applicable national security regulations, BUYER and BUYER's Customer shall have the right of access, on a non-interference basis, to any area of SELLER's or SELLER's supply chain sub-tier premises where any part of the work is being performed. SELLER shall flow this requirement down to its sub tier supply chain suppliers as a condition of this Agreement. SELLER shall, without additional costs to BUYER, provide all

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reasonable in-plant accommodations, facilities, and assistance for the safety and convenience of the BUYER and the BUYER's representatives in the performance of their duties.

(c) SELLER shall keep and maintain inspection, test, and related records, which shall be available to BUYER or BUYER's representative. SELLER shall allow copies to be made and shall furnish all information required by the BUYER or BUYER's Customer.

6. Rejection

If SELLER delivers non-conforming Goods or Services, BUYER may, at its option and SELLER's expense: (i) return the Goods for refund or credit; (ii) require SELLER to promptly correct or replace the Goods or Services; (iii) correct the nonconformance; or, (iv) obtain conforming Goods or Services from another source. BUYER shall specify the reason for any return or rejection of nonconforming Goods or Services and/or shall describe the action taken. SELLER shall be liable for any increase in costs, including procurement costs attributable to BUYER's rejection of the non-conforming Goods or Services. If BUYER determines or has reason to believe that Goods provided contain suspect and/or counterfeit parts, BUYER shall provide SELLER the appropriate notice, and impound and report the suspect/counterfeit parts per industry standards.

7. Payment, Taxes, and Duties

(a) Unless otherwise provided, terms of payment shall be net forty-five (45) days from actual delivery of Goods or Services and BUYER's receipt of SELLER's proper invoice (as defined in the Agreement).

(b) Each payment made shall be subject to reduction to the extent of amounts which are found by BUYER or SELLER not to have been properly payable, to include overpayments. SELLER shall promptly notify BUYER of any such overpayments found by SELLER.

(c) BUYER shall have a right to recoup or setoff against payments due or at issue under this Agreement or any other subcontract between the parties.

(d) Payment shall be deemed to have been made as of the date of mailing BUYER's payment or electronic funds transfer.

(e) Unless otherwise specified, prices include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice. Prices shall not include any taxes, impositions, charges or exactions for which BUYER has furnished a valid exemption certificate or other evidence of exemption.

(f) Payment will be in United States dollars unless otherwise agreed to by specific reference in this Agreement.

8. Changes

(a) By written order, BUYER may from time to time direct changes for: (i) technical requirements; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities, delivery schedules or both; (v) amount of BUYER-furnished property; (vi) time of performance; (vii) place of performance; and, (viii) terms and conditions of this Agreement required to meet BUYER's obligations under BUYER's Government prime contract or subcontract.

(b) If any such change causes an increase or decrease in the price or in the time required for its performance, SELLER shall promptly notify BUYER thereof and assert its claim for equitable adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this provision shall excuse SELLER from proceeding immediately with the directed change(s). Changes shall not be binding upon BUYER except when specifically confirmed in a written subcontract or change order. Only the BUYER Procurement Representative has authority on behalf of BUYER to make changes to this Agreement.

9. Force Majeure

The following events, and only the following events, shall constitute force majeure under this Agreement: (a) acts of God or of a public enemy; (b) acts of Government; (c) fires; (d) floods; (e) epidemics; (f) quarantine restrictions; (g) strikes; (h) freight embargoes; and, (i) unusually severe weather. In each case, the failure to perform must be entirely beyond the control and without the fault or negligence of the SELLER. Each party shall give the other immediate notice of any event that such party claims is a *Force Majeure* condition that would prevent the party from performing its obligations hereunder, and of the cessation of the condition. A party's notice under this Section shall include the party's good faith estimate of the likely duration of the *Force Majeure* condition.

10. Termination for Convenience

(a) BUYER may, in its sole discretion and by notice in writing, direct SELLER to terminate work under this Agreement in whole or in part, at any time, and such termination shall not constitute default. In such event, BUYER shall have all rights and obligations accruing to it either at law or in equity, including BUYER's rights to title and possession of the goods and materials paid for. BUYER may take immediate possession of all work so performed upon notice of termination.

(b) SELLER shall immediately stop work and limit costs incurred on the terminated work.

(c) Upon termination for convenience, BUYER, after deducting any amount(s) previously paid, shall reimburse SELLER for the actual, reasonable, substantiated, and allowable costs with the total amount to be paid by the BUYER, being determined by BUYER, and not to exceed the value of the Agreement.

11. Termination for Default

(a) BUYER may, by written Notice of Default to SELLER, terminate this Agreement in whole or in part if the SELLER fails to: (i) deliver the Goods or to perform the Services within the time specified in this Agreement or any extension; (ii) make progress, so as to endanger performance of this Agreement; or, (iii) perform any of the other provisions of this Agreement.

(b) BUYER may require SELLER to transfer title and deliver to BUYER, in the manner and to the extent directed by BUYER, any partially completed Goods and raw material, parts, tools, dies, jigs, fixtures, plans, drawings, Services, information and contract rights (Materials) as SELLER has produced or acquired for the performance of this Agreement, including the assignment to BUYER of SELLER's subcontracts. SELLER further agrees to protect and preserve property in the possession of SELLER in which BUYER has an interest. Payment for completed Goods delivered to and accepted by

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BUYER shall be at the Agreement price. Payment for unfinished Goods or Services, which have been delivered to and accepted by BUYER and for the protection and preservation of property, shall be at a price determined in the same manner as provided in section 10, hereof, except that SELLER shall not be entitled to profit. BUYER may withhold from SELLER monies otherwise due SELLER for completed Goods and/or Materials in such amounts as BUYER determines necessary to protect BUYER against loss due to outstanding liens or claims against said Goods and Materials.

(c) SELLER shall promptly notify BUYER if SELLER is the subject of any petition in bankruptcy. In the event of SELLER's bankruptcy, BUYER may require SELLER to post such financial assurance, as BUYER, in its sole discretion, deems necessary. Failure to post such financial assurance upon ten (10) days written notice shall constitute a default under this Agreement. The rights and remedies of BUYER in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

(d) If SELLER is terminated for default pursuant to this clause, SELLER is liable to the BUYER for any excess repurchase costs incurred in acquiring goods and/or services similar to those terminated for default, and for any other damages, whether or not repurchase is effected.

12. Compliance with Law

(a)(1) The provisions of this Agreement shall be interpreted in accordance with the laws of the State of New York without regard to its conflict of law provisions, except that any provision in this Agreement that is (i) incorporated in full text or by reference from the Federal Acquisition Regulations (FAR); (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal Government. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts located in State of New York and the Parties hereby consent to such jurisdiction and venue.

(2) SELLER, at its expense, shall provide reasonable cooperation to BUYER in conducting any investigation regarding the nature and scope of any failure by SELLER or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of SELLER's obligations under this Agreement.

(b)(1) SELLER, in the performance of this Agreement, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, ordinances, guidelines, directives, FAA, DOT and other transportation regulations and Hazard Communication Standards promulgated pursuant to the Occupational Health and Safety Act. SELLER shall procure all licenses/permits, pay all fees, and other required charges. NOTE: Export licenses, unless otherwise specified in the Agreement, will be obtained by BUYER.

(2) If: (i) BUYER's contract price or fee is reduced; (ii) BUYER's costs are determined to be unallowable; (iii) any fines, penalties, withholdings, or interest are assessed on BUYER; or (iv) BUYER incurs any other costs or damages; as a result of any violation of

applicable laws, orders, rules, regulations, or ordinances by SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, BUYER may proceed as provided for in (3) below.

(3) Upon the occurrence of any of the circumstances, other than withholdings, identified in paragraph (2) above, BUYER may make a reduction of corresponding amounts (in whole or in part) in the price of this Agreement or any other contract with SELLER, and/or may demand payment (in whole or in part) of the corresponding amounts. SELLER shall promptly pay amounts so demanded. In the case of withholding(s), BUYER may withhold the same amount from SELLER under this Agreement.

(c) SELLER represents that each chemical substance constituting or contained in products sold or otherwise transferred to BUYER hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.

(d) Export Control and Compliance

If this order involves the delivery of products, software, software documentation, technical data, or computer services (which includes design, assembly, testing, repair, maintenance, or modification of BUYER products or technologies) subject to United States export control laws and regulations, SELLER shall comply with all applicable U.S. export and re-export control laws and regulations and any local government export regulations. Within 30 days of contract award or prior to receipt by BUYER, SELLER shall also provide BUYER with all applicable trade control classification information (e.g. ECCNs, USML codes, HTS codes, Schedule B codes) for the commodities supplied to BUYER.

(1) ITAR Control and Compliance – Companies engaged in manufacturing, exporting, or modification of Defense Articles or furnishing Defense Services (whether or not the Defense Articles or Services are intended for export) are required to register with the Department of State, Directorate of Defense Trade Controls ("DDTC") in accordance with ITAR 22 C.F.R. 122. If so engaged, SELLER, by its offer and/or acceptance of this order, represents that it is registered with the DDTC. Proof of such registration will be promptly provided to BUYER upon request.

(2) Non-U.S. Companies – Non-U.S. companies shall be registered as required under its local government export regulations and shall also provide the applicable trade control classification information for its commodities as indicated above. Canadian companies must be registered by the Canadian Federal or Provincial government authorities.

(3) SELLER shall maintain its registration throughout the complete period of performance of this order, including any warranty period, and shall immediately notify BUYER in the event that any such registration and/or other required authorization is revoked, expired, or invalidated for any reason.

(4) Where SELLER holds an export license or export agreement (e.g. TAA, MLA), SELLER shall provide prompt notification to the BUYER Procurement Representative in the event of changed circumstances including, but not limited to, changes in SELLER's ownership or address, ineligibility, a violation or potential violation of the ITAR or other export control regulation, and the initiation or

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existence of a U.S. Government investigation, that could affect the SELLER's performance under this Agreement.

(5) SELLER warrants that it is not (1) a person or entity whose name appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control, U.S. Department of Treasury ("OFAC Listed Person") or (2) a department, agency, or instrumentality of, or otherwise controlled by or acting on behalf of any OFAC Listed Person or the government of a country subject to U.S. economic sanctions administered by OFAC. SELLER further warrants that it will immediately notify BUYER if it becomes subject to any of the foregoing lists or sanctions.

(6) If BUYER provides technical data required to perform this contract and such data is subject to the ITAR or EAR, SELLER shall comply with all export licenses and the following:

- a. The technical data shall be used only in performance of work required by this Contract;
- b. The data shall not be disclosed to any Non-U.S. Person, including SELLER's subcontractors within the same country, unless said person or company is expressly authorized in advance pursuant to an export license or export agreement. The restrictions on the disclosure of export-controlled data apply to both data furnished by BUYER and to any such data incorporated in documents generated by SELLER;
- c. Electronic transmission of such data by SELLER to BUYER or to third parties, where authorized, must be encrypted by BUYER;
- d. Any rights in the data may not be acquired by SELLER or any other Non-U.S. Person, except as subject to separate agreement with the BUYER;
- e. SELLER shall return, or at BUYER'S direction, destroy all of the technical data exported to SELLER pursuant to this Contract upon fulfillment of its terms; and
- f. SELLER shall include paragraphs (a) through (e) and this paragraph (f) of this clause or equivalent provisions in lower-tier subcontracts for the delivery of items that will be included in or delivered as work to BUYER.

(e) SELLER shall: (i) comply with the requirements of the Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§ 78dd-1, *et. seq.*) (as amended), regardless of whether SELLER is within the jurisdiction of the United States; (ii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery; and, (iii) SELLER hereby agrees not to interact with any government official, political party or public international organization on behalf of BUYER without the prior written permission of the BUYER's Procurement Representative.

(f) SELLER's failure to comply with the entirety of this Article shall be immediate cause for default.

13. Standards of Business Ethics and Conduct

BUYER will conduct its business fairly, impartially, and in an ethical and proper manner. SELLER shall conduct its business fairly,

impartially, and in an ethical and proper manner and in doing so SELLER shall adhere to BUYER's published Code of Ethics, which is available at <https://www.l3t.com/suppliers/ethics-information>. SELLER shall not engage in any personal, business, or investment activity that may be defined as a conflict of interest, whether real or perceived. If SELLER has cause to believe that BUYER or any employee or agent of BUYER has behaved improperly or unethically under this Agreement, SELLER is encouraged to exert reasonable effort to report such behavior when warranted.

14. Intellectual Property (see Alternate I below for International application)

(a) Unless otherwise expressly set forth in the agreement or subsequent writing, any work, writing, idea, discovery, improvement, invention (whether patentable or not), trade secret or intellectual property of any kind first made or conceived by SELLER in the performance of this Agreement or which is derived from the use of information supplied by BUYER shall be the exclusive property of the BUYER. SELLER shall disclose promptly all such works, writings, ideas, discoveries, improvements, inventions, trade secrets or intellectual property to BUYER, and shall execute all necessary documents to perfect BUYER's title thereto and to obtain and maintain effective protection thereof. Unless otherwise expressly set forth in the Agreement or subsequent writing, any work produced under this Agreement is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall be, the exclusive property of, the BUYER. SELLER shall ensure that BUYER's customer receives appropriate license rights in works, inventions, and other intellectual property in accordance with the relevant clauses flowed down to SELLER.

(b) SELLER hereby grants to BUYER, and to BUYER's subcontractors and customers, in connection with the use, offer for sale, or sale of products provided to or work being performed for BUYER, an irrevocable, non-exclusive, paid-up worldwide license under any and all intellectual property (whether domestic or foreign), including patents, copyrights, industrial designs and/or mask works owned or controlled by SELLER at any time or licensed to SELLER, provided such a sublicense does not conflict with any provisions of the license to the SELLER.

(c) SELLER hereby grants to BUYER, and to BUYER's subcontractors and customers, a perpetual, non-exclusive, paid-up worldwide license to reproduce, distribute copies of, perform publicly, display publicly, or make derivative works from any software included in or provided with Goods or Services under this Agreement (Software Documentation) as reasonably required by BUYER in connection with BUYER's testing or use of the Good or Service.

[Alternate I - for International application]

Intellectual Property

(a) Background (Preexisting) Intellectual Property. SELLER grants to BUYER, and to BUYER's subcontractors, suppliers, and customers in connection with goods or work being performed by BUYER, an irrevocable, nonexclusive, paid-up, worldwide license under any information, know-how, inventions, patents, industrial designs, and mask works (whether domestic or foreign) owned or controlled by SELLER at any time before or during the term of this contract, but only to the extent that the absence of such would otherwise interfere with BUYER's or BUYER's subcontractors', suppliers', or customers; use

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or enjoyment of goods or the work product or foreground inventions belonging to BUYER under this Agreement.

(b) **Foreground Intellectual Property.** Unless otherwise expressly set forth in the Agreement or subsequent writing, all information, know-how, inventions, patents, industrial designs, and mask works (whether domestic or foreign) conceived, developed, or first reduced to practice by, for, or with SELLER in the course of any work that is performed under this Agreement and any patents resulting from such inventions (both domestic and foreign) shall be the property of BUYER. SELLER will (i) promptly disclose all such inventions to BUYER in written detail and (ii) execute all papers, cooperate with BUYER, and perform all acts necessary and appropriate in connection with the filing, prosecution, maintenance, or assignment of related patents or patent applications on behalf of BUYER. SELLER shall ensure that BUYER's customer receives appropriate license rights in works, inventions, and other intellectual property in accordance with the relevant clauses flowed down to SELLER.

(c) **Preexisting Works of Authorship and Copyright.** Unless superseded by an attached SELLER Software License Agreement agreed to in writing by both BUYER and SELLER, SELLER grants to BUYER, and to BUYER's subcontractors, suppliers, and customers in connection with goods or work being performed by BUYER, a perpetual, irrevocable, nonexclusive, paid-up, worldwide license in SELLER's copyrights to reproduce, distribute copies of, perform publicly, display publicly, and make derivative works from software included in or provided with or for Goods (software) and related information and materials (software documentation) that is owned or controlled by SELLER at any time before or during the term of this Agreement, but only to the extent that such copyrights would otherwise interfere with BUYER's or BUYER's subcontractors', suppliers', or customers' use or enjoyment of Goods or the work products, inventions, or works of authorship belonging to BUYER and resulting from this Agreement.

(d) **Foreground Works of Authorship and Copyrights.** Unless otherwise expressly set forth in the Agreement or subsequent writing, all works of authorship (including, but not limited to, documents, data, drawings, software, software documentation, photographs, video tapes, sound recordings, and images) created by, for, or with SELLER in the course of any work performed under this Agreement, together with all copyrights subsisting therein, shall be the sole proprietary property of BUYER. To the extent permitted under United States copyright law, all such works will be works made for hire, with the copyrights therein vesting in BUYER. The copyrights in all other such works, including all of the exclusive rights therein, will be promptly transferred and formally assigned free of any additional charges to BUYER. SELLER shall ensure that BUYER's customer receives appropriate license rights in works of authorship in accordance with the relevant clauses flowed down to SELLER.

(e) **BUYER Supplied Data.** Any information supplied by the BUYER shall remain BUYER's property, shall not be photo-stated or otherwise duplicated without BUYER's written consent and shall be returned to BUYER upon completion of Agreement or upon demand.

15. Proprietary Information and Rights

(a) Subject to 15(d) and Article 14, Intellectual Property, the Parties shall only share Proprietary Information under this Agreement pursuant to an existing Proprietary Information Agreement (PIA) as incorporated into the Agreement;

(b) Unless otherwise agreed to in a subsequent writing or expressly set forth in this Agreement and subject to Article 15(d), all specifications, information, data, drawings, software, and other items supplied to BUYER shall be disclosed to BUYER without any restrictive rights on a non-proprietary basis;

(c) Unless otherwise agreed to in a subsequent writing or expressly set forth in this Agreement and subject to Article 15(d), all specifications, information, data, drawings, software, and other items which are: (i) supplied to SELLER by BUYER; or, (ii) paid for by BUYER and/or BUYER's customer during the performance of this Agreement shall be treated as proprietary to BUYER and shall not be disclosed to any third party without BUYER's express written consent. SELLER agrees not to use any such furnished information except to perform this Agreement; and,

(d) Applicable U.S. Government Procurement Regulations incorporated into this Agreement shall take precedence over any conflicting provision of this Article 15 to the extent that such Regulations so require. The incorporation by reference of such Regulations dealing with SELLER's rights in Technical Data, subject inventions, copyrights, software and similar intellectual property are not intended to, and shall not, unless otherwise required by applicable law, obviate or modify any greater rights which SELLER may have previously granted to BUYER pursuant to prior agreements between the parties.

16. Goods Warranty

(a) SELLER warrants the Goods delivered pursuant to this Agreement, unless specifically stated otherwise in this Agreement, shall (i) be new; (ii) be and only contain materials obtained directly from authorized sources; (iii) not be or contain Counterfeit Items; (iv) contain only authentic, unaltered labels and other markings; (v) have documentation that authenticates traceability to the applicable authorized source, that can made available upon request; and (vi) be free from defects in workmanship, materials, and design and conform to all the specifications and requirements of this Agreement. These warranties shall survive inspection, test, final acceptance, and payment of Goods and Services;

(b) SELLER warrants that any hardware, software, and firmware Goods delivered under this Agreement to the extent reasonably possible: (i) do not contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to (a) damage, destroy, or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; and (ii) do not contain any 3rd party software (including software that may be considered free software or open source software) that (a) may require any software to be published, accessed or otherwise made available without the consent of BUYER or (b) may require distribution, copying or modification of any software free of charge;

(c) This warranty entitlement shall inure to the benefit of both BUYER and BUYER's customer and shall cover a period of 12 months following final acceptance; and,

(d) SELLER shall be liable for and save BUYER harmless from any loss, damage, or expense whatsoever that BUYER may suffer from the breach of any of these warranties. Remedies shall be at BUYER's election, including those specified in Article 6 herein.

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17. Services Warranty

Unless stated otherwise in the documents accompanying these terms and conditions, SELLER shall warrant all services against defects in performance for a period of one year following delivery. If this Agreement includes the provision of Services, SELLER warrants that it has and will maintain sufficient trained personnel to promptly and efficiently execute the Services contemplated under this Agreement. SELLER further warrants that the Services shall be performed to high professional standards reasonably expected of similar service providers in BUYER's geographic region.

18. International Transactions

When BUYER has identified an offset obligation directly related to the performance of this Agreement in its solicitation or in relation to any properly enacted modification, and SELLER's performance of this Agreement generates offset credits which BUYER could use to satisfy that identified offset obligation, then BUYER shall have the right to such SELLER offset credits. The BUYER shall have no rights to any other offset credits that may be generated by the SELLER in connection with this Agreement. The SELLER agrees to provide all reasonably necessary information in such form as may be required to enable BUYER to obtain the aforementioned offset credits.

19. Indemnification

(a) SELLER shall indemnify, hold harmless, and at BUYER's request, defend BUYER, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation: (i) the breach of any warranty contained herein; (ii) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs; (iii) SELLER failing to satisfy the Internal Revenue Service's guidelines for an independent contractor; (iv) any claim based on the negligence, omissions or willful misconduct of SELLER or any of SELLER's agents, subcontractors, employees or anyone acting on behalf of SELLER; and, (v) any claim by a third party against BUYER alleging that the Goods or Services (including but not limited to software), the results of such Services, or any other products or processes provided under this Agreement, infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes. SELLER shall not settle any such suit or claim without BUYER's prior written approval. SELLER agrees to pay or reimburse all costs that may be incurred by BUYER in enforcing this indemnity, including attorneys' fees.

(b) Should BUYER's use, or use by its distributors, subcontractors or customers, of any Goods or Services purchased from SELLER be enjoined, be threatened by injunction, or be the subject of any legal proceeding, SELLER shall, at its sole cost and expense, either: (i) substitute fully equivalent non-infringing Goods or Services; (ii) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (iii) obtain for BUYER, its distributors, subcontractors or customers the right to continue using the Goods or Services; or, (iv) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

(c) SELLER shall without limitation as to time, defend, indemnify and hold BUYER harmless from all liens which may be asserted against property covered hereunder, including without limitation mechanic's liens or claims arising under Workers' Compensation or Occupational Disease laws and from all claims for injury to persons or property arising out of or related to such property unless the same are caused solely and directly by BUYER's negligence.

(d) SELLER shall without limitation as to time, defend, indemnify and hold BUYER harmless from all Workers' Compensation or Occupational Disease laws claims for bodily injury including death to employees of SELLER brought forth by the SELLER's employees and/or their family arising out of or in connection with this Agreement.

20. Furnished Property

(a) All drawings, tools jigs, dies, fixtures, materials, and other property supplied or paid for by BUYER and/or BUYER's customer shall be and remain the property of BUYER and/or BUYER's customer; and if SELLER fails to return such property upon BUYER's demand, BUYER shall have the right, upon reasonable notice, to enter SELLER's premises and remove any such property at any time without being liable for trespasses or damages of any sort.

(b) All such items shall be used only in the performance of work under this Agreement unless BUYER consents otherwise in writing.

(c) SELLER shall have the obligation to maintain any and all property furnished by BUYER to SELLER and all property to which BUYER acquires an interest by this Agreement and shall be responsible for all loss or damage to said property except for normal wear and tear. For U.S. Government contracts, SELLER's responsibility for loss or damage to said property shall be determined in accordance with FAR Part 52.245-1 or FAR Part 52.245-1 Alternate I, as applicable.

(d) Upon request, SELLER shall provide BUYER with adequate proof of insurance against such risk of loss or damage.

(e) SELLER shall clearly mark, maintain an inventory, and keep segregated or identifiable all of BUYER's property. At BUYER's request, and/or upon completion of this Agreement, SELLER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by BUYER.

21. Insurance

If this Agreement is for the performance of Services on BUYER's premises or BUYER's customer's premises, or, SELLER utilizes their own vehicles to deliver Goods to BUYER's facility, SELLER shall maintain the following insurance in at least the minimum amounts stated herein. SELLER shall also maintain, and SELLER shall cause its subcontractors to maintain, such general liability, property damage, employers' liability, and worker's compensation insurance, professional errors and omissions insurance, motor vehicle liability (personal injury and property damage) insurance and aviation liability as are maintained in their normal and ordinary course of business. Upon request by the BUYER, SELLER shall provide certificates of insurance evidencing limits of not less than the following:

1. Commercial General Liability \$5,000,000 combined single limit per occurrence (including products/completed operations and contractual liability coverage)

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2. Workers' Compensation Statutory for the jurisdiction where the work is to be performed, including Federal Acts if applicable Employers' Liability, \$1,000,000 each person/accident. In states where Workers' Compensation insurance is a monopolistic state-run system (e.g., Ohio, Washington, North Dakota, and Wyoming), SELLER shall add Stop Gap Employers Liability with limits not less than \$500,000 for each accident or disease. To the extent that any work to be performed is subject to the Jones Act, the Longshore and Harbor Workers' Compensation Act, or the Defense Base Act, the Workers' Compensation policy must be endorsed to cover such liability under such Act.
3. Automobile Liability \$5,000,000 combined single limit per accident

Some or all of the following additional insurance coverages may be required, depending upon the nature of the work to be performed. These additional insurance requirements if any will be identified in the BUYER's Agreement.

If Applicable:

- A. Professional Liability \$5,000,000 per claim
 1. Internet Liability and Network Protection (Cyber-risk) insurance with limits of at least \$2,500,000 each claim or wrongful act.
 2. Media Liability insurance with limits of at least \$2,500,000 each claim or wrongful act.
- B. Aviation Liability including products \$50,000,000 per occurrence (including aircraft products and completed operations and War, Hijacking and other perils (AVN 52D))
- C. Hangar-keepers' Liability \$50,000,000 per occurrence
- D. All Risk Property Insurance Replacement Value (covering property of BUYER or BUYER's customer in the care, custody or control of SELLER and include BUYER as Loss Payee.
- E. Fidelity or Crime insurance covering employee dishonesty, including but not limited to dishonest acts of SELLER, its employees, agents, subcontractors and anyone under SELLER's supervision or control. The SELLER shall be liable for money, securities or other property of BUYER. SELLER shall include a client coverage endorsement written for limits of at least \$1,000,000 and shall include BUYER as Loss Payee.
- F. Environmental Insurance (Contractor's Pollution Liability) with limits of at least \$5,000,000 each occurrence, claim, or wrongful act and \$10,000,000 aggregate. The policy must include BUYER, its Affiliates, and their directors, officers, and employees as Additional Named Insured's. SELLER shall provide a copy of the Additional Named Insured endorsement to BUYER. If required within the scope of SELLER's work to be performed, the insurance required herein cannot exclude coverage for bodily injury, property damage, pollution or environmental harm resulting from or arising out of the work to be performed, asbestos, lead or silica-related claims, claims arising out of microbial matter or bacteria, testing, monitoring, measuring operations or laboratory analyses, or liability arising out of the operation of a treatment facility. The policy must contain a separation of insured's clause. If a motor vehicle is used in connection with the work to be performed, the Business

Automobile Liability policy will include coverage at least as broad as Insurance Services Office (ISO) CA 99 48 and be endorsed to include Motor Carrier Act endorsement MCS 90.

- G. Pollution Legal Liability with limits of at least \$3,000,000 each occurrence, claim, or wrongful act and \$6,000,000 aggregate

The above limits may be satisfied by any combination of both primary and excess limits. SELLER shall arrange a waiver of subrogation for the above and with the exception of 2.(Workmen's Comp), B.(Aviation Liability), C (Hangar-keeper's Liability), D (All Risk Property), & E. (Fidelity or Crime) shall name BUYER as an additional insured under each of the above policies and shall provide to BUYER, within fifteen (15) days of BUYER issuance of this Agreement, a Certificate of Insurance evidencing compliance with this section The SELLER shall notify BUYER when cancellation or any material change in the policies adversely affects the interests of the BUYER in such insurance and such changes shall not become effective until thirty (30) days after written notice is provided to the BUYER.

22. Release of Information

Except as required by law, SELLER shall not publish any information developed under this Agreement, nor disclose, confirm, or deny any details about the existence or subject matter of this Agreement, or use BUYER's name in connection with SELLER's sales promotion or publicity without prior written approval of the BUYER.

23. Disputes

All disputes under this Agreement that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Pending final resolution of a dispute hereunder, SELLER shall proceed diligently with the performance of this Agreement and in accordance with all the Terms and Conditions contained herein and with the BUYER's direction thereof. BUYER and SELLER shall each bear its own costs of processing any dispute hereunder. In no event shall the SELLER acquire any direct claim or direct course of action against the United States Government.

If this Agreement is in support of a prime contract or higher tier subcontract supporting the U.S. Government, the following terms shall apply, notwithstanding any other provisions in this Agreement:

(a) Any decision of the Contracting Officer under the prime contract which binds BUYER shall bind both BUYER and SELLER to the extent that it relates to this Agreement –provided that:

- The BUYER notifies with reasonable promptness the SELLER of such decision;
- The BUYER, at its sole discretion, authorizes in writing the SELLER to appeal in the name of the BUYER such decision at its own expense; or
- If BUYER should appeal such decision, BUYER at its sole discretion offers to the SELLER the opportunity at its own expense to join BUYER in such appeal.

(b) Any decision upon such appeal, when final, shall be binding upon the SELLER.

(c) The SELLER shall keep BUYER informed of any appeal it makes by providing copies of all pertinent documents to BUYER.

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(d) The SELLER shall indemnify and hold harmless from any and all liability of any kind incurred by or imputed to BUYER under Section 5, "Fraudulent Claims," of the Contract Disputes Act of 1978, as amended, if SELLER is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misinterpretation of fact on the part of SELLER.

Pending any prosecution, appeal, or final decision or settlement of any dispute arising under this Agreement, the SELLER shall proceed diligently, as directed by BUYER, with the performance of this Agreement.

Nothing in this clause nor any authorization or offer shall be deemed to constitute acceptance or acknowledgement by BUYER of the validity of SELLER's claim or any part thereof, nor be deemed to limit or in any way restrict BUYER from taking any actions, included available remedies, it deems appropriate to protect its own interests.

As used in this clause, the word "appeal" means an appeal taken under the Contract Disputes Act of 1978, as amended. In no event shall the SELLER acquire any direct claim or direct course of action against the U.S. Government.

24. Assignments, Subcontracting, Organizational Changes

(a) Neither this Agreement nor any interest herein nor claim hereunder may be transferred, novated, assigned, or delegated by SELLER; nor may all or substantially all of this Agreement be further subcontracted by SELLER without the prior written consent of BUYER. Lack of consent shall not be deemed as a waiver or otherwise relieve SELLER of its obligations to comply fully with the requirements hereof.

(b) Notwithstanding the above, SELLER may, without BUYER's consent, assign moneys due or to become due hereunder provided BUYER continues to have the right to exercise any and all of its rights hereunder, settle any and all claims arising out of, and enter into amendments to the Agreement without notice to or consent of the assignee. BUYER shall be given prompt notice of any assignment. Amounts so assigned shall continue to be subject to any of BUYER's rights to set-off or recoupment under this Agreement or at law.

(c) BUYER may assign this Agreement to any successor in interest.

(d) SELLER shall promptly notify BUYER in writing of any organizational changes made by SELLER, including name or ownership changes, mergers or acquisitions.

25. Government Contracts

For each Agreement awarded in support of and charged to a U.S. Government Contract, the provisions found in Supplement 1 – U.S. Government Contract Provisions from the FAR (Corporate Form CC009) and Supplement 2 – U.S. Government Contract Provisions from the DFARS (Corporate Form CC010) shall apply along with any other applicable and mandatory flow-downs required by the FAR or DFARS or any other Federally published Supplement. All such appended FAR, DFARS, or other clauses are incorporated by reference as if set forth at length herein. SELLER agrees that all such clauses that under applicable law must flow-down to lower tier subcontractors of BUYER shall so flow-down to SELLER's subcontractors. SELLER further agrees to promptly provide L3 with all information required for L3 to fulfill its obligations to the U.S. government under the terms of its prime contract or higher-tier

subcontract, including any information required for BUYER to satisfy its obligations under FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards, and FAR 52.204-14, Service Contract Reporting Requirements.

26. Order of Precedence

Any inconsistency or conflict in this Agreement shall be resolved by giving precedence in the following order: (a) the face of BUYER's Agreement, Purchase Order, and/or Task Order, including Corporate Forms CC009, CC010, and CC011 and any other agency supplemental clauses that are noted on the face of the BUYER's document; (b) these General Terms and Conditions for Supplies and Services Agreements (CC008); (c) any other provisions set forth in the Agreement, including any terms and conditions stated or referenced therein; (d) the Statement of Work; and (e) Specifications attached hereto or incorporated by reference.

27. Independent Contractor Status

SELLER is, and shall remain, an independent contractor during the performance of this Agreement.

28. Communication with BUYER's Customer

BUYER shall be solely responsible for any and all communication with BUYER's customer regarding this or any related Agreement. This clause does not prohibit SELLER from communicating with the U.S. Government regarding (1) matters SELLER is required by law or regulation to communicate to the Government, (2) fraud, waste, or abuse communicated to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information, or (3) any matter for which this Agreement, including a FAR or FAR Supplement clause included in this Agreement, provides for direct communication by SELLER to the Government.

29. Conflict of Interest

It is understood and agreed that the SELLER, under the terms of this Agreement, or through the performance of this Agreement, is neither obligated nor expected to deliver or provide material or perform work, which will place the SELLER in an Organizational Conflict of Interest (OCI) per FAR 9.5, which could serve as a basis for excluding the SELLER from supplying products or services to the U.S. Government customer. It will be the SELLER's responsibility to identify any situation in which the potential for an OCI exists. **Failure to provide such notice will be considered a material breach of this Agreement.**

30. Audit Rights

Buyer reserves the right to audit SELLER's records to assure compliance with the terms of this Agreement. SELLER shall make available all data reasonably requested by BUYER and/or BUYER's Representative.

31. SELLER Business Systems

"SELLER Business Systems" as used in this clause means SELLER's material management and accounting system, cost estimating system, accounting system, earned value management system, property management system, and purchasing system. When SELLER's Business Systems are reviewed and approved by a Government agency, SELLER shall provide prompt notice to BUYER

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whenever there is a material change in the status of the Government's approval or determination of adequacy of any of SELLER's Business Systems. Should the Government observe a deficiency in SELLER's Business Systems and if any of those systems produces data that is integral to the output of the BUYER, acting in its role as a prime to the Government or to another prime contractor, which may result in the SELLER's and/or BUYER's Business Systems being disapproved, SELLER shall be liable for and save BUYER harmless from any loss, damage, or expense whatsoever that BUYER may suffer.

32. Electronic Transmissions

(a) The parties agree that if this Agreement is transmitted electronically, neither party shall contest its validity, or any acknowledgment thereof, on the basis that this Agreement or acknowledgment contains an electronic signature.

(b) SELLER shall, at BUYER's request and SELLER's expense, send and receive business transactions by electronic means using Web-based technologies. Such Web-based technologies for electronic transmissions may include a) email and (b) the Internet directly between BUYER and SELLER.

33. Standards on Slavery and Combatting Human Trafficking in the Supply Chain

(a) SELLER – Pursuant to the California Transparency in Supply Chains Act and consistent with BUYER's commitment to excellence and corporate social responsibility, BUYER supports the eradication of human trafficking and slavery in supply chains around the world, including in our own. BUYER sets forth the following Standards that SELLER shall meet in order to do business with BUYER:

- SELLER shall operate in full compliance with the laws of their respective countries and with all other applicable laws, rules and regulations.
- SELLER shall employ only workers who meet the applicable minimum legal age requirement for employment in the country or countries in which they are doing business.
- SELLER shall not employ any prison, indentured or forced labor.
- SELLER shall comply with all applicable laws, regulations and industry standards on working hours and working conditions.
- SELLER shall certify that materials incorporated into goods provided to BUYER comply with the laws regarding slavery and human trafficking of the country or countries in which SELLER is doing business.

(b) If BUYER determines that supplier has violated these Standards, BUYER may, in its discretion, either terminate this Agreement and/or require the supplier to implement a corrective action plan as a condition of future business.

34. Conflict Minerals

By accepting these terms and conditions, SELLER agrees to timely respond, to the best of its knowledge and belief following a reasonable country of origin due diligence inquiry in accordance with the framework in the Organization for Economic Cooperation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or other prevailing industry standard, to any request by, or on behalf of, BUYER, for information on the origin, source and chain of custody

information of 3TG (tin, tantalum, tungsten, and gold) minerals necessary to the functionality or production of a product manufactured by you or supplied by you to BUYER. Further, SELLER agrees to provide BUYER timely notice when SELLER becomes aware that any 3TG in a product or component it supplies to BUYER finances or benefits armed groups in the Democratic Republic of Congo or an adjoining country. In addition, you understand and acknowledge that any information you provide in this regard may be used by BUYER to comply with its reporting obligations under the Rule 13p-1 of the Securities and Exchange Act of 1934, as amended and the Dodd-Frank Wall Street Reform and Consumer Protection Act, including filing a Form SD and Conflict Minerals Report with the U.S. Securities and Exchange Commission.

35. Last Buy Notice

The BUYER may in the future wish to, but makes no commitment to, acquire additional items, parts, subcomponents, and/or components like those to be/being acquired under this Agreement.

The SELLER shall notify the BUYER in writing of any:

- (a) items, parts, subcomponents, and/or components, and/or
- (b) electronics in equipment, assemblies, subassemblies, parts, components or items delivered or to be delivered under this Agreement, whether supplied by the SELLER or by the SELLER's lower-tier subcontractor(s), that are or are expected to be going out of production or will no longer be commercially available.

To the extent practicable, SELLER shall provide BUYER with a "last time buy" notice for such "end-of-life" items at least twelve (12) months prior to their anticipated date of discontinuance or unavailability. However, if twelve (12) months' notice is not reasonable given the circumstances, then SELLER shall provide BUYER with notice as soon as practicably possible.

SELLER is to specifically identify those items by name or title, part number(s), function and location in the item delivered, and the name and address of the supplier.

36. Liens

SELLER shall keep its work and all goods supplied by it hereunder and BUYER premises free and clear of all liens and encumbrances, including mechanic's liens, in any way arising from performance of this Agreement by SELLER or by any of its vendors of subcontractors. SELLER may be required by BUYER to provide a satisfactory release of liens as a condition of final payment.

37. Supply Chain Security

SELLER acknowledges that L3 Technologies, Inc., BUYER, is a certified C-TPAT (Customs Trade Partnership Against Terrorism) member. Consistent with the BUYER's obligations and responsibilities under C-TPAT, SELLER's with international cargo shipping responsibilities agree to comply C-TPAT Program minimum security requirements; complete and submit to BUYER a SCS Security Profile Form with a copy to CTPAT@L3T.com; and comply with BUYER's supply chain security related recommendations. The SELLER, at BUYER's election, shall submit to a C-TPAT site visit upon BUYER's request.

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38. Severability

Each clause, paragraph and subparagraph of this Agreement is severable, and if one or more of them are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.

39. Survivability

All of the provisions of this Agreement shall survive the termination (whether for convenience or default), suspension or completion of this Agreement unless they are clearly intended to apply only during the term of this Agreement.

40. Waivers

Failure of the BUYER to enforce at any time, or from time to time, any provision of this Agreement or applicable law shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

41. Agreement Direction

(a) Only the BUYER's Procurement Representative identified in this Agreement has authority on behalf of the BUYER to make changes to this Agreement. All amendments must be identified as such in writing and executed by the parties.

(b) The BUYER's engineering and technical personnel may from time to time render assistance or give technical advice or discuss or effect an exchange of information with SELLER's personnel concerning the Goods/Services to be delivered hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Agreement and shall not be the basis for equitable adjustment.

(c) Except as otherwise provided herein, all notices to be furnished by SELLER shall be in writing and sent to the BUYER Procurement Representative.

42. Cyber Security and Incident Reporting

If DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, is applicable to purchase orders issued by BUYER. SELLER shall be responsible for the following in addition to those requirements specified in the above DFARS clause:

- (a) As defined therein, the SELLER shall rapidly report cyber incidents to the DoD at <http://dibnet.dod.mil> and the BUYER, providing the requisite information required under the clause.
- (b) Without exception, any cyber incident the SELLER encounters shall be reported to BUYER as soon as practicable within 72 hours of discovery of an incident.
- (c) In the event of a data breach, BUYER shall be afforded unfettered access to certain technical information (e.g., logs, packet flow information, etc.). This information will be required to satisfy BUYER's customer information requests.
- (d) Failure to report or provide these notices will be considered a material breach of this Agreement

In further support of this requirement, should BUYER elect to utilize supplier checklists, representations or certifications of compliance, outside vendor verification, and/or onsite security audits, SELLER

shall support as required to meet the continuing needs of BUYER's customer.

43. Limitation of Liability

IN NO EVENT SHALL THE BUYER BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THE CONTRACT, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION(S) OF THIS CONTRACT, SAID PROVISION(S) SHALL BE REGARDED AS AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SUCH PROVISION(S) CONSISTENT WITH THIS PROVISION. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF BUYER WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR THE PERFORMANCE OR BREACH OF THE CONTRACT OR ANYTHING DONE IN CONNECTION THEREWITH EXCEED THE AGREEMENT PRICE. NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, THE STATED MONETARY LIMITATION HEREINABOVE IS THE MAXIMUM LIABILITY BUYER HAS TO THE SELLER.

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L3 Technologies, Inc.

General Terms and Conditions for Supply and Service Subcontracts

Supplement 1 – U.S. Government Contract Provisions from the Federal Acquisition Regulation Supplement (FAR)

1. When the Goods or Services furnished are for use in connection with a U. S. Government contract or subcontract, in addition to the L3 General Terms and Conditions for Supply and Services Subcontracts (Corporate Form CC008), the following Supplement 1 - U.S. Government Contract Provisions from the Federal Acquisition Regulation (FAR) (Corporate Form CC009) shall apply, as required by the terms of the applicable clause, the terms of the Prime Contract, or by operation of law or regulation. Clauses not applicable for these reasons shall not be removed from this document and will be considered by all parties to be without force and effect. In the event of a conflict between these FAR provisions and the L3 General Terms and Conditions for Supply and Services Subcontracts (Corporate Form CC008), the FAR provisions shall control. The full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/browserfar>.
2. The following FAR clauses are incorporated herein by reference and shall have the same force and effect as if they were given in full text. If the current date or substance of any of the clauses listed below is different from the date or substance of the clause incorporated in the Prime Contract referenced herein, the date or substance of the clause incorporated in the Prime Contract shall apply instead. Dollar thresholds cited below are for guidance only and may vary based on the date of the Prime Contract. The Contracts Disputes Act shall have no application to this Agreement, and nothing in this Agreement grants SELLER a direct claim or cause of action against the U.S. government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Agreement, as set forth in Corporate Form CC008, Section 23. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR clauses included in this Supplement.
3. U.S. GOVERNMENT SUBCONTRACT
 - (a) This Contract is entered into by the parties in support of a U.S. Government contract.
 - (b) As used in the FAR clauses referenced below:
 - (i) "Commercial Item" means a commercial item as defined in FAR 2.101.
 - (ii) "Contract" means this Agreement, as defined in Corporate Form CC008, section 1(a).
 - (iii) "Contracting Officer" means the U.S. government contracting officer for L3's government Prime Contract under which this Agreement is entered.
 - (iv) "Contractor" and "Offeror" means the SELLER, which is the party identified on the face of the Agreement with whom L3 is contracting, acting as the immediate subcontractor to L3.
 - (v) "FAR" means the Federal Acquisition Regulation, used as Chapter 1 of Title 48, Code of Federal Regulations.
 - (vi) "Prime Contract" means the contract between L3 and the U.S. government or between L3 and its higher-tier contractor who has a contract with the U.S. government.
 - (vii) "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Agreement.
 - (viii) "Simplified Acquisition Threshold" has the same meaning as defined in the clause at FAR 2.101.
 - (ix) "Micro-Purchase Threshold" has the same meaning as defined in the clause at FAR 2.101.

L3 Technologies, Inc.

General Terms and Conditions for Supply and Service Subcontracts

Supplement 1 – U.S. Government Contract Provisions from the Federal Acquisition Regulation Supplement (FAR)

- (x) “Commercially available Off-The-Shelf” or “COTS” has the same meaning as defined in the clause at FAR 2.101.
- (c) Unless otherwise indicated, substitute the following party names in all FAR clauses, as applicable:
 - (i) “L3” for “agency,” “government,” or “United States;”
 - (ii) “L3 Subcontracting Representative” for “Contracting Officer,” “Administrative Contracting Officer,” or “ACO;”
 - (iii) “SELLER” for “contractor” or “offeror.”
- (d) Any communication/notification required under a FAR clause from/to the Contractor to/from the Contracting Officer shall be made through L3, unless otherwise indicated.

THE SELLER, BY SIGNING ITS OFFER, HEREBY CERTIFIES COMPLIANCE WITH THE FOLLOWING CLAUSES AND IS, THEREFORE, ELIGIBLE FOR AWARD. THE SELLER'S REPRESENTATIONS AND CERTIFICATIONS ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

TITLE OF CLAUSE	CLAUSE
DEFINITIONS (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	52.202-1
GRATUITIES (Applies if the value of this Agreement exceeds the Simplified Acquisition Threshold.)	52.203-3
COVENANTS AGAINST CONTINGENT FEES (Applies if this Agreement exceeds the Simplified Acquisition Threshold, other than those for commercial items.)	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Applies if this Agreement exceeds the Simplified Acquisition Threshold. For the acquisition of commercial items, the clause with its Alternate I shall apply.)	52.203-6
ANTI-KICKBACK PROCEDURES (Applies if this Agreement exceeds the Simplified Acquisition Threshold, other than those for commercial items.)	52.203-7
CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (Applies if this Agreement exceeds the Simplified Acquisition Threshold, other than those for commercial items.)	52.203-8
PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (Applies if this Agreement exceeds the Simplified Acquisition Threshold, other than those for commercial items.)	52.203-10
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Applies if this Agreement is expected to exceed \$150,000.)	52.203-12
CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applies if the value of this Agreement is expected to exceed \$5,500,000 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the government entities identified in the clause.)	52.203-13
DISPLAY OF HOTLINE POSTER(S) (Applies if this Agreement exceeds \$5,500,000 or is funded with disaster assistance funds unless it is for the acquisition of a commercial item or will be performed entirely outside the United States.)	52.203-14
WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT (Applies if this Agreement is funded in whole or in part with Recovery Act funds.)	52.203-15
PREVENTING PERSONAL CONFLICTS OF INTEREST (Applies if this Agreement exceeds the Simplified Acquisition Threshold and SELLER's employees will perform acquisition functions	52.203-16

L3 Technologies, Inc.

General Terms and Conditions for Supply and Service Subcontracts

Supplement 1 – U.S. Government Contract Provisions from the Federal Acquisition Regulation Supplement (FAR)

closely associated with inherently governmental functions for, or on behalf of, a Federal agency or department.)	
CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	52.203-17
PROHIBITION IN CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (Applies ONLY for a contract with an entity that requires employees or subcontractors to sign an internal confidentiality agreement that restricts such employees or subcontractors from lawfully reporting waste, fraud, or abuse to a designated Government representative authorized to receive such information.)	52.203-18
PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (Applies unless this Agreement is for personal service with an individual.)	52.203-19
SECURITY REQUIREMENTS (Applies if this Agreement contemplates access to classified information, unless contracting agency is not covered by the NISP and has prescribed a clause and alternate that are substantially the same as 52.204-2. If a cost contract for research and development with an educational institution is contemplated, Alternate I applies. If a construction or architect-engineer contract where employee identification is required for security reasons is contemplated, Alternate II applies.)	52.204-2
PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Applies where SELLER will have physical access to a federally-controlled facility or access to a federal information system.)	52.204-9
REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (Applies if this Agreement exceeds \$30,000 unless this Agreement is not required to be reported in the Federal Procurement Data System (FPDS). (Subparagraph (d)(2) does not apply. If SELLER meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, SELLER shall report required executive compensation by posting the information to the Government's System For Acquisition Management (SAM) database. All information posted will be available to the general public.)	52.204-10
SERVICE CONTRACT REPORTING REQUIREMENTS (Applies if this Agreement exceeds the thresholds at FAR 4.1703, except for indefinite-delivery contracts. This clause is not required for actions entirely funded by DOD, contracts awarded with generic identifier, or in classified solicitations, contractors, or orders.)	52.204-14
SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (Applies if this Agreement is for services (including construction) where one or more orders issued thereunder are expected to each meet or exceed the thresholds at FAR 4.1703. This clause is not required for actions entirely funded by DoD, contracts awarded with generic entity identifier, or in classified solicitations, contracts, or orders.)	52.204-15
INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	52.204-19
BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (Applies to this Agreement if SELLER may have federal contract information residing in or transiting through its information system.)	52.204-21
PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	52.204-23
REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (Applies if Agreement anticipates that performance of the contract involves a major helium requirement.)	52.208-8
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Applies if the value of this Agreement exceeds \$35,000. Consistent with subparagraph (e) of this clause, the notice requirement contemplated in this clause refers to notice that SELLER shall provide L3.)	52.209-6

L3 Technologies, Inc.

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Supplement 1 – U.S. Government Contract Provisions from the Federal Acquisition Regulation Supplement (FAR)

MATERIAL REQUIREMENTS (Applies if this Agreement contemplates and SELLER has proposed the use of used, reconditioned, or remanufactured supplies or unused former government surplus property in contract performance.)	52.211-5
DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	52.211-15
CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (DEVIATION) (INCLUDES ALL STATUTES OR ORDERS ISSUED) (See FAR 52.244-6 for flow-down of Commercial Items.)	52.212-5
AUDIT AND RECORDS-NEGOTIATION (Applies if this Agreement exceeds the Simplified Acquisition Threshold and if: (1) SELLER is required to furnish cost or pricing data; or (2) the Agreement requires SELLER to furnish cost, funding, or performance reports; or (3) this is an incentive or price re-determinable type contract. Alternate II applies if SELLER is an educational or non-profit institution. L3 may request a U.S. government audit to examine SELLER's proprietary financial books and records.)	52.215-2
PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (Applies if submission of certified cost or pricing data is required of L3 by its customer. All rights and obligations under this clause shall survive completion of the work and final payment under this Agreement. L3 may request a U.S. government audit to examine SELLER's proprietary financial books and records.)	52.215-10
PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (Applies if submission of certified cost or pricing data is required (for modifications) of L3 by its customer. All rights and obligations under this clause shall survive completion of the work and final payment under this Agreement. L3 may request a U.S. government audit to examine SELLER's proprietary financial books and records.)	52.215-11
SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (Applies when the clause at FAR 52.215-10 applies.)	52.215-12
SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (Applies if this Agreement exceeds the threshold for obtaining certified cost and pricing data under FAR 15.403-4.)	52.215-13
INTEGRITY OF UNIT PRICES (Applies if this Agreement exceeds the Simplified Acquisition Threshold. Delete paragraph (b) of the clause.)	52.215-14
PENSION ADJUSTMENTS AND ASSET REVERSIONS (Applies if it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determinations will be subject to FAR part 31.)	52.215-15
FACILITIES CAPITAL COST OF MONEY (Applies only if this Agreement is subject to the Cost Principles at FAR Subpart 31.2 and SELLER proposed facilities capital cost of money in its offer.)	52.215-16
WAIVER OF FACILITIES CAPITAL COST OF MONEY (Applies if this Agreement is subject to the Cost Principles at FAR Subpart 31.2 and SELLER did not propose facilities capital cost of money in its offer.)	52.215-17
REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (Applies if it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determinations will be subject to FAR part 31.)	52.215-18
NOTIFICATION OF OWNERSHIP CHANGES (Applies if submission of certified cost or pricing data will be required of L3 by its customer or if any preaward or postaward cost determination will be subject to FAR subpart 31.2.)	52.215-19
REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010) (Applies ONLY when certified cost or pricing data is not required.)	52.215-20
REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (Applies if this Agreement contemplates	52.215-21

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Supplement 1 – U.S. Government Contract Provisions from the Federal Acquisition Regulation Supplement (FAR)

modifications for which it is reasonably certain that certified cost or pricing data or data other than certified cost and pricing data will be required.)	
LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT	52.215-22
LIMITATION ON PASS-THROUGH CHARGES (Applies if this Agreement is for a cost-reimbursement contract that exceeds the Simplified Acquisition Threshold, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15-403.)	52.215-23
ALLOWABLE COST AND PAYMENT (The blank in paragraph (a)(3) is completed with “the 30th” unless otherwise specified in this Agreement. Paragraphs (a)(2), (b)(4), (c) and (d)(4) are deleted. In paragraph (h) “6 years” is changed to “5 years.” The references to government entities in paragraph (d) are unchanged. Does not apply to labor hour contracts. For time and materials contracts, applies only to the material portion of the contract.)	52.216-7
FIXED FEE (Applies if this Agreement is for a fixed-fee contract. The last two sentences of the clause do not apply. Does not apply if this is a labor hour or time and materials contract.)	52.216-8
INCENTIVE FEE (Applies only if this Agreement includes an incentive fee. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth on the face of the Agreement. Does not apply if this is a labor hour or time and materials contract.)	52.216-10
COST CONTRACT - NO FEE (Applies if this Agreement is placed on a cost reimbursement - no fee basis. Does not apply if this is a labor hour or time and materials contract.)	52.216-11
CONTRACT DEFINITIZATION (Applies if this Agreement is for an undefinitized letter contract or “not-to-exceed” or unpriced action. This clause is applicable when time is of the essence and the normal procurement process will not support customer requirements. Use this clause with FAR 52.216-24, Limitation of Government Liability.)	52.216-25
UTILIZATION OF SMALL BUSINESS CONCERNS	52.219-8
SMALL BUSINESS SUBCONTRACTING PLAN (Applies if this Agreement is expected to exceed \$700,000 except the clause does not apply if SELLER is a small business concern. SELLER’s subcontracting plan is incorporated herein by reference. NOTE - Alternate IV (DEVIATION 2018-O0007) (AUG 2018). When incorporating a subcontracting plan in orders against basic ordering agreements and blanket purchase agreements due to a modification as specified in 19.708(b)(1)(iv), substitute the DEVIATION-specified language in paragraphs (c), (d), for paragraphs (c), (d) of the basic clause.)	52.219-9
LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (Applies when the clause at FAR 52.219-9 applies.)	52.219-16
NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	52.222-1
PAYMENT FOR OVERTIME PREMIUMS (Applies if this Agreement is for a cost-reimbursement contract and the amount is expected to exceed the Simplified Acquisition Threshold. For all contracts and subcontracts insert “Zero” in the blank.)	52.222-2
CONVICT LABOR (Applies if this Agreement exceeds the Micro-Purchase Threshold.)	52.222-3
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (Applies if this Agreement may require or involve the employment of laborers and mechanics and is valued above \$150,000.)	52.222-4
NONDISPLACEMENT OF QUALIFIED WORKERS (Applies if this Agreement (a) is for services, (b) succeeds a contract for performance of the same or similar work at the same location, and (c) is not exempted by the clause at FAR 22.1203-2 or waived in accordance with the clause at FAR 22.1203-3.)	52.222-17
PROHIBITION OF SEGREGATED FACILITIES (Applies when the clause at FAR 52.222-26 applies.)	52.222-21

L3 Technologies, Inc.

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Supplement 1 – U.S. Government Contract Provisions from the Federal Acquisition Regulation Supplement (FAR)

EQUAL OPPORTUNITY (Applies unless this Agreement is exempt from the requirements of Executive Order 11246.)	52.222-26
EQUAL OPPORTUNITY FOR VETERANS (Applies if this Agreement is equal to or greater than \$150,000.)	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Applies if this Agreement exceeds or is expected to exceed \$15,000.)	52.222-36
EMPLOYMENT REPORTS ON VETERANS (Applies when the clause at FAR 52.222-35 applies.)	52.222-37
COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (Applies ONLY if 52.222-37 is applicable.)	52.222-38
NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	52.222-40
SERVICE CONTRACT LABOR STANDARDS (Applies if this Agreement is for services subject to the Service Contract Act. The clause does not apply if this Agreement has been administratively exempted by the Secretary of Labor or by 41 U.S.C. § 356, as interpreted in 29 CFR subpart 4(C).)	52.222-41
FAIR LABOR STANDARDS ACT (FLSA) AND SERVICE CONTRACT LABOR STANDARDS -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (Applies if this Agreement is for a fixed-price, time-and-materials, or labor-hour service contract and the clause at FAR 52.222-41 applies.)	52.222-43
FLSA AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (Applies if this Agreement is for a fixed-price, time-and-materials, or labor-hour service contract and the clause at FAR 52.222-41 applies.)	52.222-44
COMBATING TRAFFICKING IN PERSONS	52.222-50
EMPLOYMENT ELIGIBILITY VERIFICATION (Applies if this Agreement has a value of more than \$3,500.)	52.222-54
MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (Applies if this Agreement is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and is to be performed in whole or in part in the United States.)	52.222-55
PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (Applies if this Agreement is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and is to be performed in whole or in part in the United States.)	52.222-62
HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Applies if this Agreement requires the delivery of hazardous material, as defined in the clause at FAR 23.301.)	52.223-3
DRUG-FREE WORKPLACE	52.223-6
NOTICE OF RADIOACTIVE MATERIALS (Applies to Goods containing covered radioactive material. In the blank, insert "30".)	52.223-7
ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (Applies if this Contract is equal to or greater than the Simplified Acquisition Threshold.)	52.223-9
OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (Applies if the Goods may contain or have been manufactured with ozone-depleting substances.)	52.223-11
ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (Applies if this Agreement contemplates energy-consuming products listed in the ENERGY STAR® Program or the Federal Energy Management Program that will be (a) delivered; (b) acquired by SELLER for use in performing services at a federally-controlled facility; (c) furnished by SELLER for use by the government; or (d) specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)	52.223-15

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General Terms and Conditions for Supply and Service Subcontracts

Supplement 1 – U.S. Government Contract Provisions from the Federal Acquisition Regulation Supplement (FAR)

ACQUISITION OF EPEAT®-REGISTERED PERSONAL COMPUTER PRODUCTS (Applies if SELLER is or will be required to deliver EPEAT Bronze (or higher) registered/rated personal computers as end items (deliverable at the prime level).)	52.223-16
ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (Applies if this Agreement exceeds the Micro-Purchase Threshold.)	52.223-18
PRIVACY ACT (Applies if this Agreement when the design, development, or operation of a system of records on individuals is required to accomplish an agency function.)	52.224-2
PRIVACY TRAINING (Applies if, in the performance of this Agreement, SELLER's employees will have access to a systems of records on individuals or will handle personally identifiable information.)	52.224-3
BUY AMERICAN ACT – SUPPLIES (Applies if the value of this Agreement exceeds the Micro-Purchase Threshold but does not exceed \$250,000; or if the value of this Agreement exceeds \$25,000 and neither the clause at FAR 52.225-3 nor FAR 52.225-5 applies.)	52.225-1
BUY AMERICAN ACT –FREE TRADE AGREEMENTS – ISRAELI TRADE ACT (Applies if this Agreement is for the acquisition of supplies, or for services involving the furnishing of supplies, for use within the United States and the value is \$25,000 or more, but is less than \$180,000. Use Alternate I if the value is \$25,000 or more, but less than \$50,000. Use Alternate II if the value is \$50,000 or more, but less than \$80,317. Use Alternate III if the value is \$80,317, but less than \$100,000.)	52.225-3 52.225-4
BUY AMERICAN ACT NORTH AMERICAN FREE TRADE AGREEMENT – ISRAELI TRADE ACT CERTIFICATE (ONLY if 52.225-3 applies.)	
TRADE AGREEMENTS (Applies if (a) this Agreement is valued at \$180,000 or more, (b) this Agreement is covered by the WTO GPA (see FAR subpart 25.4), and (c) the agency has determined that the restrictions of the Buy American statute are not applicable to U.S.-made end products. This clause does not apply to contracts issued by the DoD. For DoD issued contracts see DFARS 252.225-7021.)	52.225-5 52.225-6
TRADE AGREEMENTS – CERTIFICATE (Applies ONLY if 52.225-5 applies.)	
DUTY FREE ENTRY (OCT 2010) (Applies if the Goods will be imported into the Customs Territory of the United States for which duty-free entry may be obtained in accordance with the clause at FAR 25.903(a).)	52.225-8
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	52.225-13
CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (OCT 2016) (Applies if performance of this Agreement will occur outside the United States in areas of combat operations or other significant military operations. This clause does not apply for contracts with the DoD. A contract with the DoD that will occur outside of the United States in areas of combat operations or other significant military operations is subject to DFARS 225.302-6.)	52.225-26
AUTHORIZATION AND CONSENT (DEC 2007) (Applies if this Agreement is expected to exceed the Simplified Acquisition Threshold.)	52.227-1
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Applies if this Agreement is expected to exceed the Simplified Acquisition Threshold.)	52.227-2
ROYALTY INFORMATION (APR 1984) (Applies to suppliers charging more than \$250 for royalties.)	52.227-6
REFUND OF ROYALTIES (APR 1984) (Applies if this Agreement contemplates a reported royalty that exceeds \$250.)	52.227-9
FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007) (Applies if the Goods or Services or any patent application may cover classified subject matter.)	52.227-10

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Supplement 1 – U.S. Government Contract Provisions from the Federal Acquisition Regulation Supplement (FAR)

PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014) (Applies if this Agreement includes, at any tier, experimental, developmental, or research work and SELLER is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the L3 Representative identified on the face of this Order. FAR 52.227-13 applies in lieu of this clause if SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.)	52.227-11
PATENT RIGHTS - OWNERSHIP BY THE GOVERNMENT (DEC 2007) (Applies if this Agreement is for experimental, developmental, or research work and SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government. Paragraph (g) is deleted.)	52.227-13
RIGHTS IN DATA - GENERAL (MAY 2014) (Does not apply if DFARS 252.227-7013 applies. Alternates I-IV may apply as set forth in the text of this clause.)	52.227-14
ADDITIONAL DATA REQUIREMENTS (Applies if (a) technical data provided by SELLER comprised any part of the successful bid proposal upon which the Prime Contract award was based, and (b) the government desires to acquire unlimited rights in such technical data.)	52.227-16
COMMERCIAL COMPUTER SOFTWARE LICENSE (Applies if this Agreement is for the acquisition of commercial computer software. NOTE: SELLER is responsible for providing all information necessary for L3 to complete the notice specified in paragraph (c).)	52.227-19
INSURANCE – WORK ON A GOVERNMENT INSTALLATION (Applies if this Agreement involves work on a government installation. Unless otherwise specified by this Agreement, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)	52.228-5
ADMINISTRATION OF COST ACCOUNTING STANDARDS (Applies when the clauses at FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 apply.)	52.230-6
PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (Applies if this Agreement is a labor hour or time and materials contract. The third sentence of paragraph (a)(8) is deleted. In paragraph (f) “120 days” is changed to “60 days,” and in paragraph (g)(2) “6 years” is changed to “five years.” Paragraphs (c) and (i) are deleted.)	52.232-7
LIMITATION ON WITHHOLDING OF PAYMENTS	52.232-9
PROGRESS PAYMENTS (Applies ONLY if L3 has been approved for progress payments from the government or higher tier contractor.)	52.232-16
INTEREST (Applies if this Agreement will be in one or more of the following categories: (a) contracts at or below the Simplified Acquisition Threshold; (b) contracts with government agencies; (c) contracts with a state or local government or instrumentality; (d) contracts with a foreign government or instrumentality; (e) contracts without any provision for profit or fee with a nonprofit organization; (f) contracts described in Subpart 5.5, Paid Advertisements; or (g) any other exceptions authorized under agency procedures.)	52.232-17
LIMITATION OF COST (Applies if this Agreement is a fully funded cost reimbursement contract.)	52.232-20
LIMITATION OF FUNDS (Applies if this Agreement is an incrementally funded cost reimbursement contract.)	52.232-22
PERFORMANCE-BASED PAYMENTS (Applies ONLY if included in the Prime contract and the Agreement is significant and such payments are linked to similar payment milestones that L3 may have with the Government.)	52.232-32
UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	52.232-39
PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Applies if SELLER is a small business concern. This clause does not apply if L3 does not receive accelerated payments under the Prime Contract.)	52.232-40

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INDUSTRIAL RESOURCES DEVELOPED UNDER Title III, DEFENSE PRODUCTION ACT (Applies ONLY If included in the Prime contract.)	52.234-1
PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (Applies if Goods and Services are performed on a government installation.)	52.237-2
CONTINUITY OF SERVICES (Applies if this Agreement (a) is for services considered vital to the government and must be continued without interruption; (b) when, upon contract expiration, a successor, either the government or another contractor, may continue such services ; and (c) the government anticipates difficulties during the transition from one contractor to another or to the government.)	52.237-3
PRIVACY AND SECURITY SAFEGUARDS (Applies if this Agreement is for information technology which requires security of information technology or is for the design, development, or operation of a system of records using commercial information technology services or support services.)	52.239-1
STOP-WORK ORDER (Applies if this Agreement is a negotiated contract for supplies, services, or research and development. Alternate I applies if this Agreement is for a cost reimbursement contract. The referenced "90 day" period may be less than 90 days.)	52.242-15
CHANGES - FIXED PRICE (Applies is this Agreement is a fixed-price contract for supplies. Alternate I applies if this Agreement is for services. Alternate II applies if this Agreement is for supplies and services.)	52.243-1
CHANGES - COST REIMBURSEMENT (Applies if this Agreement is a cost-reimbursement contract.)	52.243-2
CHANGES – TIME AND MATERIAL OR LABOR-HOURS (Applies if this Agreement is a time and material or labor hour contract.)	52.243-3
CHANGE ORDER ACCOUNTING ((Applies if the Prime Contract requires Change Order Accounting.)	52.243-6
SUBCONTRACTS (Applies if this Agreement is for (a) a cost-reimbursement contract; (b) a letter contract, time-and-materials contract, or labor-hour contract that exceeds the Simplified Acquisition Threshold; or (c) a fixed-price contract that exceeds the Simplified Acquisition Threshold, under which unpriced contract actions (including unpriced modifications or unpriced delivery orders) are anticipated.)	52.244-2
COMPETITION IN SUBCONTRACTING (Applies if this Agreement is a negotiated contract whose value is expected to exceed the Simplified Acquisition Threshold.)	52.244-5
SUBCONTRACTS FOR COMMERCIAL ITEMS	52.244-6
GOVERNMENT PROPERTY (Alternate I) ("Contracting Officer" means "L3" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes L3. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "L3" and except in paragraphs (d)(2) and (g) where the term includes L3. The following is added as paragraph (n): "SELLER shall provide to L3 immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with SELLER, or (ii) makes a determination that SELLER's property management practices are inadequate, and/or present an undue risk, or that SELLER has failed to take corrective action when required.")	52.245-1
GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (Applies if this Agreement is a fixed-price contract for services on a government installation and "as is" Government Property listed in paragraph (e) of this clause will be furnished to SELLER for initial provisioning and the government is not responsible for the repair or replacement for such Government Property.)	52.245-2
USE AND CHARGES (Applies when the clause at FAR 52.245-1 applies.)	52.245-9

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INSPECTION OF SUPPLIES - FIXED PRICE (Applies if this Agreement is a fixed-price contract whose value is expected to exceed the Simplified Acquisition Threshold.)	52.246-2
INSPECTION OF SUPPLIES - COST REIMBURSEMENT (Applies if this Agreement is a cost-reimbursement contract.)	52.246-3
INSPECTION OF SERVICES - FIXED PRICE (Applies if this Agreement is a fixed-price contract that involves the furnishing of services and whose value is expected to exceed the Simplified Acquisition Threshold.)	52.246-4
INSPECTION OF SERVICES - COST REIMBURSEMENT (Applies if this Agreement is a cost-reimbursement contract.)	52.246-5
INSPECTION TIME-AND-MATERIAL AND LABOR-HOUR (Applies if this Agreement is a labor hour or time and material contract. Alternate I applies if inspection and acceptance are to be performed at SELLER's plant.)	52.246-6
RESPONSIBILITY FOR SUPPLIES (Applies if this Agreement is a fixed-price contract whose value is expected to exceed the Simplified Acquisition Threshold.)	52.246-16
PREFERENCE FOR U.S.-FLAG AIR CARRIERS (Applies if this Agreement involves international air transportation.)	52.247-63
PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (Applies if this Agreement involves delivery of supplies by ocean transportation.)	52.247-64
SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (Applies if this Agreement is a cost reimbursement contract and transportation will be reimbursed as a direct charge to the Contract.)	52.247-67
VALUE ENGINEERING	52.248-1
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (Applies if the amount of this Agreement is expected to exceed the Simplified Acquisition Threshold.) (In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "90 days. In paragraph (e) "1 year" is changed to "6 months." Paragraph (j) is deleted. In paragraph (l) "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)	52.249-2
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS (Applies in lieu of FAR 52.249-2 if this Agreement is a fixed-price or cost-reimbursement contract for research and development work with an educational or nonprofit institution on a no-profit or no-fee basis. In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "1 year" is changed to "6 months." In paragraph (e) "1 year" is changed to "6 months." Paragraph (h) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)	52.249-5
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (Applies if this Agreement is for a fixed-price contract whose amount is expected to exceed the Simplified Acquisition Threshold. Timely performance is a material element of this Agreement.)	52.249-8
EXCUSABLE DELAYS (Applies if this Agreement is a cost reimbursement contract with a fee or a time & material or labor-hour contract.)	52.249-14
CERTIFICATIONS REQUIRED TO BE ELIGIBLE FOR AWARD INCLUDE THE FOLLOWING:	
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	52.203-11
Reporting Executive Compensation and First-Tier Subcontract Awards	52.204-10
Certification Regarding Responsibility Matters	52.209-5
Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	52.209-6
Certification Regarding Knowledge of Child Labor for Listed End Products	52.222-18
Previous Contracts and Compliance Reports	52.222-22

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Affirmative Action Compliance	52.222-25
Equal Opportunity for Workers with Disabilities	52.222-36
Bio-based Product Certification	52.223-1
Recovered Material Certification	52.223-4
Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation	52.223-22
Prohibition on Conducting Restricted Business Operations in Sudan–Certification	52.225-20
Prohibition on Contracting with Entities Engaging in Certain Activities or Transaction Relating to Iran – Representation & Certification	52.225-25
Cost Accounting Standards Notices and Certifications	52.230-1

ADDITIONAL CLAUSES:

TRUTH IN NEGOTIATIONS

Certified Cost or Pricing Data (Applicable only if certified cost or pricing data has been provided). The clause entitled “Subcontractor Certified Cost or Pricing Data” is a part of this Order if the SELLER was required to furnish cost and pricing data and a Certification of Current Cost or Pricing Data for this Order. If it was not required to furnish such data and Certificate, the clause entitled “Subcontractor Cost or Pricing Data-Modification” is a part of this Order. SELLER shall update its proposal and re-certify its cost or pricing data whenever costs, factors, or prices change such that cost or pricing data previously furnished is no longer, accurate, current, or complete.

1. Indemnification

If any price (including profit or fee) negotiated in connection with the Prime Contract between the government and the BUYER or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by the SELLER in connection with any proposal submitted by the Buyer relating to said contract or in connection with this Order was not accurate, complete, or current, the SELLER shall indemnify the BUYER in the amount of said reduction.

The phrase “certified cost or pricing data” as used herein shall be deemed to include any such data, which related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the SELLER or which it procured by submission of, in connection with the aforesaid proposal or this Order in support of its cost estimate.

If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the SELLER shall be liable and shall pay the BUYER at the time such overpayment is repaid:

- i. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the SELLER to the date the BUYER is repaid by the SELLER at that applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. § 6621(a)(2); and
- ii. For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the SELLER knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.

2. Certified Cost or Pricing Data for Changes

Prior to the pricing of any change or other modification to this Order which involves, increases and/or decreases in costs plus applicable profit in excess of the contractually required threshold and resulting from a change in the Prime Contract, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in Federal

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Acquisition Regulation 15.406-2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations.

When required to obtain certified cost or pricing data or “Other Than Certified Cost and Pricing Data” from its subcontractors, pursuant to the provisions of this Order, SELLER shall provide such data.

SUBMISSION OF INCURRED COST PROPOSALS (T&M AND COST REIMBURSABLE ONLY)

SELLER shall submit its annual incurred cost proposal required by FAR 52.216-7 to SELLER’s cognizant U.S. Government audit agency within six (6) months after the end of SELLER’s fiscal year. SELLER shall confirm its submission in writing to BUYER, to include the date of its incurred cost proposal submission to the aforementioned audit agency, the point of contact name and address of audit agency. Such written notice shall be provided to BUYER within thirty (30) days of the SELLER’s incurred cost submission. SELLER agrees that the audit results shall be reflected in timely adjustments to the prices paid by BUYER to SELLER under this Agreement as reflected in SELLER’s invoices to BUYER. SELLER hereby grants its permission for SELLER’s cognizant U.S. Government audit agency to provide a copy of any resultant audit report to BUYER.

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Supplement 2 – U.S. Government Contract Provisions from the Department of Defense Federal Acquisition Regulation Supplement (DFARS)

1. When the Goods or Services furnished are for use in connection with a U. S. Government Department of Defense (DoD) contract or subcontract, in addition to the L3 General Terms and Conditions for Supply and Services Subcontracts (Corporate Form CC008) and Supplement 1 – U.S. Government Contract Provisions from the FAR (Corporate Form CC009), the following Supplement 2 – U.S. Government Contract Provisions from the Department of Defense Acquisition Regulation Supplement (DFARS) (Corporate Form CC010) shall apply, as required by the terms of the applicable clause, the terms of the Prime Contract, or by operation of law or regulation. Clauses not applicable for these reasons shall not be removed from this document and will be considered by all parties to be without force and effect. In the event of a conflict between these DFARS provisions and Corporate Form CC008, the DFARS provisions shall control. The full text of a clause may be accessed electronically at this address: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>.
2. The following DFARS clauses are incorporated herein by reference and shall have the same force and effect as if they were given in full text. If the current date or substance of any of the clauses listed below is different from the date or substance of the clause incorporated in the Prime Contract referenced herein, the date or substance of the clause incorporated in the Prime Contract shall apply instead. Dollar thresholds cited below are for guidance only and may vary based on the date of the Prime Contract. The Contracts Disputes Act shall have no application to this Agreement, and nothing in this Agreement grants SELLER a direct claim or cause of action against the U.S. Government. Any reference to a “Disputes” clause shall mean the “Disputes” clause of this Agreement, as set forth in Corporate Form CC008, Section 23. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the DFARS clauses included in this Supplement.
3. U.S. GOVERNMENT SUBCONTRACT
 - a. This Contract is entered into by the parties in support of a U.S. Government contract.
 - b. As used in the FAR clauses referenced below:
 - (i) “Commercial Item” means a commercial item as defined in FAR 2.101.
 - (ii) “Contract” means this Agreement, as defined in Corporate Form CC008, section 1(a).
 - (iii) “Contracting Officer” means the U.S. government contracting officer for L3’s government Prime Contract under which this Agreement is entered.
 - (iv) “Contractor” and “Offeror” means the SELLER, which is the party identified on the face of the Agreement with whom L3 is contracting, acting as the immediate subcontractor to L3.
 - (v) “FAR” means the Federal Acquisition Regulation, used as Chapter 1 of Title 48, Code of Federal Regulations.
 - (vi) “Prime Contract” means the contract between L3 and the U.S. government or between L3 and its higher-tier contractor who has a contract with the U.S. government.
 - (vii) “Subcontract” means any contract placed by SELLER or lower-tier subcontractors under this Agreement.
 - (viii) “Simplified Acquisition Threshold” has the same meaning as defined in the clause at FAR 2.101.
 - (ix) “Micro-Purchase Threshold” has the same meaning as defined in the clause at FAR 2.101.
 - (x) “Commercially available Off-The-Shelf” or “COTS” has the same meaning as defined in the clause at FAR 2.101.

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General Terms and Conditions for Supply and Service Subcontracts

Supplement 2 – U.S. Government Contract Provisions from the Department of Defense Federal Acquisition Regulation Supplement (DFARS)

- c. Unless otherwise indicated, substitute the following party names in all DFARS clauses, as applicable:
- (i) "L3" for "agency," "government," or "United States";
 - (ii) "L3 Subcontracting Representative" for "Contracting Officer," "Administrative Contracting Officer," or "ACO";
 - (iii) "SELLER" for "contractor" or "offeror."
- d. Any communication/notification required under a DFARS clause from/to the Contractor to/from the Contracting Officer shall be made through L3, unless otherwise indicated.

THE SELLER, BY SIGNING ITS OFFER, HEREBY CERTIFIES COMPLIANCE WITH THE FOLLOWING CLAUSES AND IS, THEREFORE, ELIGIBLE FOR AWARD. THE SELLER'S REPRESENTATIONS AND CERTIFICATIONS ARE INCORPORATED BY REFERENCE INTO THIS SUBCONTRACT.

TITLE OF CLAUSE	CLAUSE
REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	252.203-7000
PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	252.203-7001
REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	252.203-7002
AGENCY OFFICE OF THE INSPECTOR GENERAL	252.203-7003
DISPLAY OF HOTLINE POSTERS (Applies if this Agreement exceeds \$5.5 million.)	252.203-7004
DISCLOSURE OF INFORMATION (Applies if this Agreement requires SELLER to have access to or generate unclassified information that may be sensitive and inappropriate for release to public.)	252.204-7000
CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	252.204-7003
ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (Applies when the clause at FAR 52.204-2 applies.)	252.204-7005
LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (Applies if this Agreement involves services that include support for the government's activities related to safeguarding Covered Defense Information (CDI) and cyber incident reporting.)	252.204-7009
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (Applies if this Agreement is for operationally critical support or for which performance will involve a covered contractor information system that processes, stores, or transmits CDI as those terms are defined in the clause. L3 shall determine if the information required for SELLER performance retains its identity as CDI and will require protection under this clause.)	252.204-7012
LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS	252.204-7014
NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	252.204-7015
INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT FURNISHED MATERIALS (Applies when the item being purchased contains precious metals.)	252.208-7000
SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (Applies if the value of this Agreement is \$150,000 or more.)	252.209-7004

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ORGANIZATIONAL CONFLICT OF INTEREST—MAJOR DEFENSE ACQUISITION PROGRAM (Applies if this Agreement is for systems engineering or technical assistance for a major defense acquisition program or pre-major defense acquisition program.)	252.209-7009
ITEM UNIQUE IDENTIFICATION AND VALUATION (Applies if L3 acquires any item(s) under this Agreement for which item unique identification is required in accordance with paragraph (c)(1) of this clause.)	252.211-7003
PASSIVE RADIO FREQUENCY IDENTIFICATION (Applies if this Agreement will require shipment of items meeting the criteria at DFAR 211.275-2.)	252.211-7006
ECONOMIC PRICE ADJUSTMENT—WAGE RATES OR MATERIAL PRICES CONTROLLED BY A FOREIGN GOVERNMENT (Applies (a) if this Agreement is a fixed-price supply or service contract that is to be performed wholly or in part in a foreign country; and (b) a foreign government controls wage rates or material prices and may, during contract performance, impose a mandatory change in wages or prices of material.)	252.216-7003
SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) - BASIC (DEVIATION 2018-O0007) (Applies to this Agreement if the Basic (DEVIATION 2018-O0007), Alternate I (DEVIATION 2018-O0007), or Alternate II version of the clause at FAR 52.219-9 applies. Alternate I (DEVIATION 2018O0007) of this clause applies when Alternate III of the clause at FAR 52.219-9 applies.)	252.219-7003
SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (Applies if this Agreement offers subcontracting opportunities, is expected to exceed \$700,000, is required to include FAR 52.219-8, and the clauses at: FAR 52.219-9 and DFARS 252.219-7003; FAR 52.219-9 with its Alternate III and DFARS 252.219—7003 Alternate I; or DFARS 252.219-7004.)	252.219-7004
RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (Applies if this Agreement is subject to DFARS 222.70.)	252.222-7000
COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (Applies if this Agreement is for services or construction and is to be performed outside the United States and its outlying areas.)	252.222-7002
RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (Applies if the value of this Agreement exceeds \$1 million. The certification in paragraph (b)(2) applies to both SELLER in its own capacity and to SELLER's covered subcontractors.)	252.222-7006
HAZARD WARNING LABELS (Applies if this Agreement requires the submission of hazardous material data sheets, pursuant to the clause at FAR 23.302(c).)	252.223-7001
SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (Applies if this Agreement involves ammunition or explosives. "Government" in paragraph (b) means "L3 and the government.")	252.223-7002
CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	252.223-7003
PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS—BASIC (Applies if this Agreement may require or permit SELLER access to a DoD installation. Alternate I applies if this Agreement may require, or permit contractor access to a DoD installation, when the Secretary of the military department issues a determination under the exception at 223.7104(a)(10).)	252.223-7006
SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (Applies when DoD 5100.76-M applies, in accordance with the policy set forth in the clause at DFARS 223.7201.)	252.223-7007
PROHIBITION OF HEXAVALENT CHROMIUM (Applicable if this Agreement is for supplies, maintenance and repair services, or construction materials.)	252.223-7008
7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (Applies if the Goods contain other than domestic components. Applies in lieu of the clause at FAR 52.225-1. Alternate I	252.225-7001

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Supplement 2 – U.S. Government Contract Provisions from the Department of Defense Federal Acquisition Regulation Supplement (DFARS)

applies if this Agreement is for the acquisition of end products in support of operations in Afghanistan.)	
PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (Applies if this Agreement is for items on the U.S. Munitions list.)	252.225-7007
RESTRICTION ON ACQUISITION OF SPECIALTY METALS (Applies if this Agreement exceeds the Simplified Acquisition Threshold and requires delivery of specialty metals as end items.)	252.225-7008
RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Applies if the Goods to be furnished contain specialty metals. Paragraph (d) is deleted.)	252.225-7009
PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)	252.225-7012
DUTY-FREE ENTRY (Applies in lieu of the clause at FAR 52.225-8. The Prime Contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact the L3 Buyer.)	252.225-7013
RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Applies if the Goods contain ball or roller bearings.)	252.225-7016
TRADE AGREEMENTS (Applies if this Agreement is for the acquisition of end products listed in the clause at DFARS 225.401-70 and the value of the acquisition equals or exceeds \$180,000. Applies in lieu of FAR 52.225-5.)	252.225-7021
RESTRICTION ON THE ACQUISITION OF FORGINGS (Applies when SELLER will provide forging items or for other items that contain forging items.)	252.225-7025
EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (Applies if this Agreement is for supplies and services for international military education training and foreign military sales.)	252.225-7028
WAIVER OF UNITED KINGDOM LEVIES (Applies if this Agreement is expected to exceed \$1 million and SELLER is a United Kingdom firm.)	252.225-7033
CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (Applies if SELLER's personnel are supporting U.S. Armed Forces deployed outside the United States in (a) contingency operations; (b) peace operations consistent with Joint Publication 3-07.3; or (c) other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.)	252.225-7040
ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (Applies if this Agreement requires performance or travel outside the U.S.)	252.225-7043
EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE CONTRACT (Applies if the Agreement may require exports or transfers of qualifying defense articles in connection with deliveries under the Prime Contract.)	252.225-7047
EXPORT-CONTROLLED ITEMS	252.225-7048
PROHIBITION ON ACQUISITION OF CERTAIN FOREIGN COMMERCIAL SATELLITE SERVICES (Applies if the Agreement involves the acquisition of commercial satellite services).	252.225-7051
UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (Applies if this Agreement exceeds \$500,000.)	252.226-7001
RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS (Applies if SELLER will be required, under this Agreement, to deliver to L3 or the government technical data pertaining to noncommercial items, or pertaining to commercial items for which L3 or the Government will have paid for any portion of the development costs. Alternates I-II may apply as the text of that clause provides.)	252.227-7013

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Supplement 2 – U.S. Government Contract Provisions from the Department of Defense Federal Acquisition Regulation Supplement (DFARS)

RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (Applies if SELLER will be required to deliver to L3 or the government computer software or computer software documentation. Alternate I applies to computer software or computer software documentation in which the government has obtained unlimited rights or a license to make an unrestricted release of the software or documentation. Alternate I applies when this Agreement requests the development or delivery of a vessel design or any useful article embodying a vessel design.)	252.227-7014
TECHNICAL DATA – COMMERCIAL ITEMS (Applies when SELLER will be required to deliver technical data pertaining to commercial items developed in any part at private expense.)	252.227-7015
RIGHTS IN BID OR PROPOSAL INFORMATION	252.227-7016
IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (Applies when the clause at DFARS 252.227-7013 or 252.227-7014 applies.)	252.227-7017
VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (Applies if this Agreement requires SELLER to furnish computer software to the government.)	252.227-7019
LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (Applies when it is anticipated that the government will provide SELLER technical data, computer software, or computer software documentation marked with another contractor's restrictive legend(s) in the performance of this Agreement.)	252.227-7025
DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (Applies if this Agreement may require delivery of technical data.)	252.227-7026
DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (Applies if this Agreement may require delivery of technical data.)	252.227-7027
TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (Applies ONLY if included in prime contract and subcontractor will deliver technical data.)	252.227-7028
TECHNICAL DATA - WITHHOLDING OF PAYMENT (Applies if the clause at DFARS 252.227-7013 applies.)	252.227-7030
VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (Applies if this Agreement may require delivery of technical data.)	252.227-7037
PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (Applies if this Agreement is for experimental, developmental, or research work and the clause at FAR 52.227-11 does not apply. Alternates I and II may apply, pursuant to the terms of the clause at DFARS 227.303(2).)	252.227-7038
GROUND AND FLIGHT RISK (Applies if this Agreement is for development, production, modification, maintenance, repair, flight, or overhaul of aircraft, except for contracts (a) strictly for activities incidental to normal aircraft operations; (b) awarded under FAR Part 12 procedures for the acquisition, development, production, modification, maintenance, repair, flight, or overhaul of aircraft, other otherwise involving the furnishing of aircraft; (c) for which non-DoD customer has agreed to assume the risk of loss or destruction of, or damages to, the aircraft; or (d) for commercial derivative aircraft that are to be maintained to FAA airworthiness when the work will be performed at a licensed FAA repair station.)	252.228-7001
ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (Applies if this Agreement involves the manufacture, modification, overhaul, or repair of aircraft, missiles, or space launch vehicles.)	252.228-7005
TAXES – FOREIGN CONTRACTS IN AFGHANISTAN (Applies if this Agreement involves performance in Afghanistan, unless the clause at 252.229-7015 is used.)	252.229-7014
SUPPLEMENTAL COST PRINCIPLES (Applies if this Agreement is subject to the principles and procedures described in FAR subpart 31.1, 31.2, 31.6, or 31.7.)	252.231-7000

L3 Technologies, Inc.

General Terms and Conditions for Supply and Service Subcontracts

Supplement 2 – U.S. Government Contract Provisions from the Department of Defense Federal Acquisition Regulation Supplement (DFARS)

EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-O0017) (Applies to this Agreement if specified in the Prime Contract.)	252.234-7002
COST AND SOFTWARE DATA REPORTING SYSTEM—BASIC (Applies if this Agreement exceeds \$50 million.)	252.234-7004
FREQUENCY AUTHORIZATION - BASIC (Applies if this Agreement requires developing, producing, constructing, testing, or operating a device requiring a radio frequency authorization. Alternate I applies if agency procedures authorize the use of DD Form 1494, Application for Equipment Frequency Allocation, to obtain frequency authorization.)	252.235-7003
CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (Applies if this Agreement is for mission-essential services.)	252.237-7023
NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (This is the clause used in solicitations when 252.237-7023 will be used in the Prime Contract.)	252.237-7024
INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (Applies if this Agreement involves the performance of information assurance functions as described in DoD 8570.01-M.)	252.239-7001
CLOUD COMPUTING SERVICES (Applies if this Agreement involves or may involve cloud services.)	252.239-7010
TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (Applies if this Agreement requires securing telecommunications.)	252.239-7016
SUPPLY CHAIN RISK (Applies if this Agreement is for information technology, whether providing as a service or supply, is a part of a covered system, or is in support of a covered system, as defined in the clause at DFARS 239.7301.)	252.239-7018
PRICING OF CONTRACT MODIFICATIONS (Applies if this Agreement is a fixed price contract.)	252.243-7001
SUBCONTRACTS FOR COMMERCIAL ITEMS	252.244-7000
TAGGING, LABELING, AND MARKING OF GOVERNMENT FURNISHED PROPERTY (Applies when the clause at FAR 52.245-1 applies.)	252.245-7001
REPORTING LOSS OF GOVERNMENT PROPERTY (Applies when the clause at FAR 52.245-1 applies.)	252.245-7002
CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (Applies when the clause at FAR 52.245-1 applies.)	252.245-7003
NOTIFICATION OF POTENTIAL SAFETY ISSUES (Applies if this Agreement is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. SELLER shall provide notifications to L3 and the contracting officer identified to SELLER.)	252.246-7003
CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (Applies if this Agreement is for electronic parts or assemblies containing electronic parts.)	252.246-7007
SOURCES OF ELECTRONIC PARTS (Applies if this Agreement is for electronic parts or assemblies containing electronic parts, unless SELLER is the original manufacturer.)	252.246-7008
TRANSPORTATION OF SUPPLIES BY SEA - BASIC (Paragraphs (f) through (h) shall not apply if this Agreement is at or below the Simplified Acquisition Threshold.)	252.247-7023
NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Applies if this Agreement is in support of a major defense program.)	252.249-7002
<i>CERTIFICATIONS REQUIRED TO BE ELIGIBLE FOR AWARD.</i>	
ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS	252.204-7007
REPRESENTATION OF USE OF CLOUD COMPUTING	252.239-7009



Quote

To: Scott Williams
Chief Deputy
Wasco County Sheriff's Office
511 Washington Street, Suite 102
The Dalles, OR 97058
541.506.2580
scottw@co.wasco.or.us

Quote Date 12/15/2023
Quote # ECLQ323-1779
Revision 1
Quote Validity 30 Days
Estimated Lead-Time TBD
Payment Terms Net 30
Freight TBD

Project

Quoted By

Wasco County Oregon UAC Gateway Expansion Project			Adam Crippen Ofc/Mobile: 509.789.0703	
			E-Mail: adam.crippen@racom.net	
Qty	Part Number	Part Description	Unit Price	Ext Price
250	EC4-50A	1/2in Coaxial Cable	\$ 5.50	\$ 1,375.00
2	ANT750D	Antenna, Telewave Folded Bay Dipole, 700-825M, N-Female	\$ 615.00	\$ 1,230.00
2	MOUNT	Antenna Mounting to Building Interior	\$ 750.00	\$ 1,500.00
8	L4TNM-PSA	Connector, LDF4 N-Male	\$ 21.00	\$ 168.00
10	LMR240	3/8-in Coaxial Cable (strain-relief to mobile radio)	\$ 1.85	\$ 18.50
2	RFN-1029-SX	Connector, LMR240, Crimp N-Female	\$ 12.85	\$ 25.70
2	RFT-1203-1X	Connector, LMR240, Crimp TNC-Male	\$ 8.50	\$ 17.00
2	IS-B50LN-C2	DC Surge Protector, PolyPhaser 10-1000M, N-F/N-F	\$ 125.00	\$ 250.00
1	MISC	Feedline Cable Management, Tower	\$ 350.00	\$ 350.00
2	ICT12-20	ICT Power Supply, 120VAC to 13.8VDC, 20AMP	\$ 215.00	\$ 430.00
2	RACK SHELF	Equipment Rack, Vented, 2U, 100LBS Capacity, 19-in mount and 16-in deep	\$ 65.00	\$ 130.00
			\$	-
			\$	-
			\$	-
Equipment Sub-Total			\$	5,494.20
1	RACOM Field Installation and Configuration Services		\$ 33,700.00	\$ 33,700.00
	Includes Equipment Staging, Onsite Project Installation of two yagi antennas on customer provided tower/mast. Installation of two coaxial cable runs from antennas into building (surge protection at customer provided grounding point) on customer provided overhead cable management system. Includes strain-relief coaxial cable jumper to L3Harris provided XL-Mobile Radios. Interface of mobile radios to DC Power System and audio/control interface to L3Harris provided UAC Encompass Gateway Card. Program and configure mobile radios, Configure Encompass Gateway and Symphony Consoles for XL-mobile radio talkpaths.			
			\$	-
			\$	-
			\$	-
Services Sub-Total			\$	33,700.00
Sales Tax 0.000%			\$	-
Freight				TBD
TOTAL			\$	39,194.20

There will be a 3% convenience fee added to the total for using a credit/debit card as payment method.

Notes / Assumptions

- 1) Does not include Prevailing Wage Labor Rates.
- 2) Assumes available port(s) for coaxial cable routing.
- 3) Wasco County Facilities will provide access to rooms for cable installation and routing

Proposal Accepted By: _____

Date: _____

Thank you for your business!
www.RACOM.net
16608 East Sprague Ave
Spokane Valley, WA 99037, 800-537-7047

Proprietary and Confidential

Day Wireless Systems



Proposal

Prepared For:	Wasco Sheriff's Office
Contact:	Scott Williams
Address:	511 Washington Street Suite 102
City/State/Zip	The Dalles, OR 97058
Phone:	541 506-2593
Fax:	541 506-2581

Date:	5-Jan-2024
Acct #:	
Quotation #:	29267

Item	Quantity	Description	Unit Cost	Extended
1	30	Removal of Remote mount Motorola Radio 1.5 hours	\$187.50	\$ 5,626.00
2	30	Install of Remote mount Harris Radio 4 hours	\$500.00	\$ 15,000.00
3	1	Creating portable and mobile code plug 16 hours	\$2,000.00	\$ 2,000.00
4	60	Programing portable and mobile radios onsite .5 hours per radio	\$62.50	\$ 3,750.00
5	30	Install parts crimp connectors, line kits, tape, and sealant	\$25.00	\$ 750.00
6	1	Travel expense 2 techs for two weeks	\$4,125.00	\$ 4,125.00
7				
8				
9				
10				
11				
12				

Labor Quoted is for work performed during normal business hours: M-F, 8AM to 5PM

Equipment	
Shipping/Handling	Applicable
State Sales Tax	
Total	\$ 31,250.00

Scope of Work

Traveling to customers location to remove Motorola remote mount radio and install Harris Remote mount radio. Create mobile and portable code plug for new Harris radios. Code plug will allow for use of the SO analog Vhf system and the State wide 700 system. Program mobiles and portable on site. Two techs will travel and stay in town for the week, install goal of 4 vehicles per day.

Thank you for the opportunity to provide you with this information. Please refer to the above quotation number when contracting for this work. Please contact me if I may be of further assistance. This quotation is good for 60 days.

Rep: Stephen Lloyd

Inside Sales Rep:

Office Phone:

Fax:

Email:

360 558-2722

slloyd@daywireless.com

Office Phone:

Fax:

Email:

Exceptions

Quotation is based on performance of labor during regular working hours of 8:00 am through 5:00 pm. Customer requests for work to be performed outside of these parameters may be accommodated and billed at established shop rates unless addressed in this or other valid quotation.

All prices quoted herein are firm for **30 days** and are based on information known by me as of this date. If Customer's specifications or other circumstances change, please contact me for a re-quotation. This quotation supersedes all previous quotations for the same scope of work.

To bill on account after completion of work, Customer must have an established line of credit with Day Wireless Systems, Inc. If Customer does not have such line of credit, a down payment of the quoted price may be requested prior to performing any work for Customer.

TAXES: All prices herein exclusive Washington State Sales Tax. Any tax or other governmental charge now or hereafter levied upon or measured by the transaction between Day Wireless Systems, Inc. and the agency accepting this quotation shall be paid by such person, corporation, or agency accepting this quotation, in addition to any prices quoted or invoiced by Day Wireless Systems, Inc.

Payment Terms: Net 30 Days from date DAY WIRELESS receives equipment. Customers are welcome to inspect equipment to ensure Day Wireless has received equipment and in good working condition. All labor charges are net 30 days after completion of specified work. There will be a 20% Re-stocking fee for all returned or canceled orders.

Authorized By: _____

Date: _____

All returned or canceled orders may be subject to a 20% restocking fee

OCTOBER 2023 Newsletter



INAUGURAL BUSINESS MEETING



The Eastern Oregon Building Officials Association (EOBO) is pleased to announce that our inaugural business meeting was held on Friday, October 20th, in Ontario, Oregon. Our success was only possible with the tremendous assistance and cooperation of the Ontario Fire Training Center and the Oregon Permit Technician Association (OPTA).

”

"We are incredibly proud of this achievement and are optimistic about the promising future ahead," said **Adele Schaffeld**, newly elected Director at Large for the EOBO. "As we celebrate this milestone, our commitment remains unwavering. By pooling resources and expertise, our unified voice will be better positioned to engage with stakeholders, policymakers, and other relevant parties to drive positive change and promote sustainable growth and safety in our communities."

We have taken a considerable step forward by combining the representation of building jurisdictions in Eastern Oregon. The EOBO covers an estimated **40% of the state**. EOBO addresses Eastern Oregon's unique challenges and opportunities by bringing together multiple building jurisdictions under one unified voice. With a shared goal and purpose, the association will provide a more robust platform to advocate for the interests of the region's building industry.

For more information, please contact:

Adele Schaffeld, CBO
Building Official, Malheur County
Phone: 541-372-5460
E-mail: adele.schaffeld@bldmalheurco.org

This collective approach amplifies our capability to make informed, balanced, and forward-thinking decisions for the benefit of all Eastern Oregon residents.



Code officials from Eastern Oregon and key stakeholders were in the same room for the first time. We advocate the importance of diverse perspectives in shaping the future of building standards. When these voices converge at the same table, they foster a richer discourse, ensuring that policies and regulations are robust and reflective of the unique needs of our communities. This collective approach amplifies our capability to make informed, balanced, and forward-thinking decisions for the benefit of all Eastern Oregon residents.

HONORED GUESTS

We were deeply honored to have the presence of our distinguished guests:

- Lynn Findley, Oregon State Senator
- Alana Cox, BCD Administrator,
- Ted Zuk, ICC Region II Vice President
- Ron Jacobs, Malheur County Commissioner
- Jim Sayers, ICC
- Jack Applegate, ICC



Their attendance elevated the significance of our inaugural meeting and provided invaluable insights and expertise that enriched our discussions. We extend our heartfelt gratitude to each of them for taking the time out of their busy schedules to join us and for their invaluable contributions. Their collective wisdom and experiences emphasized the value of teamwork and cooperative vision. Their support and guidance have been instrumental in shaping the direction of our association, and we look forward to future collaborations that continue to drive progress and excellence in our field.





During the meeting, our members voted and passed by-laws. The ratification of by-laws is a pivotal step for any new organization. For EOBO, having by-laws in place signifies our commitment to operating with integrity, professionalism, and accountability. They act as our compass, guiding our decisions and ensuring that we always act in the best interests of our members and the community we serve.

INDUCTION OF OFFICERS

In addition, the recent election of new officers is a testament to the dedication and passion of our members. We are profoundly grateful to those who have accepted leadership positions. Their willingness to serve is indicative of their dedication to the success of our association and the broader mission we uphold:

- President: Adele Schaffeld, CBO Malheur County Building Official and OBOA Board of Directors (Director at Large)
- Vice President: Joe Fisher, Building Official Union County/City of LaGrande and Board of Director for ICC Region II (Director at Large)
- Secretary Treasure: Kylee Ruby, Deputy Building Official Wasco County.



The Eastern Oregon Building Officials Association extends heartfelt thanks to all attendees. As we move forward, we remain dedicated to upholding the building codes and standards essential for Oregon's safe and resilient construction. Furthermore, our commitment lies in creating a consistent and reliable environment, instilling trust and confidence among the residents of our communities.



Report Parameters:

Inspection Trips Completed from 1/1/22 through 12/31/22

Module: Building

Discipline: -All

Inspector: -All

RECORD_TYPE
TOTAL COMM FIRE ALARM/SPRINKLER 29
TOTAL COMM ELEC 279

TOTAL COMM MECH 89

TOTAL COMM PLM 58

TOTAL COMM STR 199

TOTAL DWL 54

TOTAL RES FIRE SPRINKLER 7

TOTAL RES ELEC 595

TOTAL MFD 58

TOTAL RES MECH 524

TOTAL RES PLM 437

TOTAL RES STR 733

TOTAL INSPECTIONS 2022 3062 Printed:1/8/2412:03 pm



Report Parameters:

Inspection Trips Completed from 1/1/22 through 12/31/22

Module: Building

Discipline: -All-

Inspector: -All-

<u>RECORD_TYPE</u>	<u>RECORD_NO</u>
TOTAL COMM FIRE ALARM/SPRINKLER	29
TOTAL COMM ELEC	279
TOTAL COMM MECH	89
TOTAL COMM PLM	58
TOTAL COMM STR	199
TOTAL DWL	54
TOTAL RES FIRE SPRINKLER	7
TOTAL RES ELEC	595
TOTAL MFD	58
TOTAL RES MECH	524
TOTAL RES PLM	437
TOTAL RES STR	733
TOTAL INSPECTIONS 2022	3062

Printed: 1/8/24 12:03 pm



Report Parameters:

Inspection Trips Completed from 1/1/23 through 12/31/23

Module: Building

Discipline: -All

Inspector: -All

RECORD_TYPE
TOTAL COMM ALARM + SPRINKLER 28
TOTAL COMM ELEC 401

TOTAL COMM MECH 110

TOTAL COMM PLM 143

TOTAL COMM STR 240

TOTAL DWL 43

TOTAL RES SPRINKLER 5

TOTAL RES ELEC 580

TOTAL MFD 62

TOTAL RES MECH 567

TOTAL RES PLM 406

TOTAL RES STR 688

TOTAL INSPECTIONS 2023 3273 Printed:1/8/24 12:03 pm



Report Parameters:

Inspection Trips Completed from 1/1/23 through 12/31/23

Module: Building

Discipline: -All-

Inspector: -All-

<u>RECORD_TYPE</u>	<u>RECORD_NO</u>
TOTAL COMM ALARM + SPRINKLER	28
TOTAL COMM ELEC	401
TOTAL COMM MECH	110
TOTAL COMM PLM	143
TOTAL COMM STR	240
TOTAL DWL	43
TOTAL RES SPRINKLER	5
TOTAL RES ELEC	580
TOTAL MFD	62
TOTAL RES MECH	567
TOTAL RES PLM	406
TOTAL RES STR	688
TOTAL INSPECTIONS 2023	3273

Printed:1/8/24 12:03 pm

PERMITS ISSUED SUMMARY

Report parameters:

Date start from 1/1/2022 to 12/31/2022

Minimum valuation is \$0.00

Record type	Permits issued	Fees paid	Job value
Residential 1 & 2 Fam Dwelling (New Only)	5	\$16,240.07	\$1,091,480.06
Commercial Plumbing	23	\$8,981.88	\$168,517.00
Commercial Alarm or Suppression Systems	7	\$6,456.25	\$619,239.00
Residential Manufactured Dwelling	14	\$16,169.67	\$0.00
Residential Mechanical	379	\$27,068.25	\$3,021,274.28
Commercial Structural	46	\$80,832.66	\$9,030,022.27
Commercial Mechanical	73	\$19,826.44	\$2,352,548.79
Residential Plumbing	165	\$40,699.68	\$480,812.00
Commercial Electrical	148	\$37,793.66	\$1,611,477.42
Residential Structural	146	\$295,644.18	\$18,723,270.92
Residential Electrical	348	\$49,298.19	\$1,130,231.90
Commercial RV Park or Manuf Home Park	1	\$710.67	\$47,373.00
Residential Dwelling Unit Fire Sprinkler System (Structural)	2	\$225.68	\$10,517.00
<hr/>			
<i>Overall summary</i>			
Total	1,357	\$599,947.28	\$38,286,763.64

PERMITS ISSUED SUMMARY

Report parameters:

Date start from 1/1/2023 to 12/31/2023

Minimum valuation is \$0.00

Record type	Permits issued	Fees paid	Job value	Residential 1 & 2 Fam Dwelling (New Only) 3	\$11,385.68	\$686,282.38	Residential Dwelling
Unit Fire Sprinkler System (Plumbing) 1	\$137.58	\$0.00	Commercial Plumbing 54	\$51,644.38	\$329,534.00	Commercial Alarm or Suppression	
Systems 11	\$4,667.17	\$208,451.19	Residential Manufactured Dwelling 17	\$26,793.21	\$15,000.00	Residential Mechanical 413	\$37,536.06
\$3,717,904.49	Commercial Structural 91	\$2,116,232.03	\$221,109,404.37	Commercial Mechanical 77	\$30,871.17	\$2,036,323.39	Residential
Plumbing 166	\$48,257.98	\$394,624.00	Commercial Electrical 170	\$71,947.26	\$1,895,211.19	Residential Structural 126	\$300,892.20
\$18,989,784.17	Residential Electrical 361	\$60,441.05	\$509,233.40	Commercial RV Park or Manuf Home Park 2	\$1,918.20	\$109,425.60	
Residential Dwelling Unit Fire Sprinkler System (Structural) 1	\$145.31	\$7,346.00					

Overall summary

ACCOUNTS FOR ORIGINAL REVISED AVAILABLE PCT 1500 BUILDING CODES GENERAL APPROP BUDGET YTD ACTUAL MTD ACTUAL INCOMBRANCES BUDGET USE/CO2

400 BEGINNING FUND BALANCE

4.11 LICENSES, FEES & PERMITS

TOTAL LICENSE-FEES & PERMITS -494,138 -494,138 -1,583,842.42 .00 .00 1,089,704.42 320.5%

417 INVESTMENT EARNINGS

421 MISCELLANEOUS

510 PERSONNEL

Program ID: 5786000
Page 1

FOR 2023 13

ACCOUNTS FOR ORIGINAL REVISED AVAILABLE PCT 1500 BUDGETING CODES GENERAL APPROP BUDGET YTD ACTUAL WTD ACTUAL ENCUMBRANCES BUDGET USE/COE

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TOTAL PERSONNEL 500,320 500,320 428,459.30 .00 .00 71,860.70 85.6%

520 MATERIALS & SERVICES

150045111521200 8869.48 100.00% 0.00 900.00 0.00 900.00 0.00 150045111521225 100000.00 300.00 300.00 0.00 0.00 0.00 300.00 0.00 150045111521500 000000.00 0.00 177.44 0.00 0.00 -177.44 100.00%
 150045111521600 000000.00 32.194 32.194 32.194 0.00 0.00 0.04 100.00% 150045111521625 000000.00 131.00 0.00 -131.00 100.00% 150045111521650 000000.00 0.00 100.00% 150045111521675 000000.00 47.69 0.00 0.00 -47.69 100.00% 150045111521690 000000.00 131.00 0.00 -131.00 100.00% 150045111521715 000000.00 0.00 0.00 89.74 100.00% 150045111521740 000000.00 0.00 0.00 49.70 100.00% 150045111521765 000000.00 0.00 -49.70 100.00% 150045111521790 000000.00 0.00 0.00 -42.10 100.00% 150045111521815 000000.00 0.00 0.00 47.334.35 0.00 250.663.65 100.00% 150045111521840 000000.00 14.205.46 0.00 0.00 85.794.54 14.2% 150045111521865 000000.00 0.00 197.78 0.00 0.00 -197.78 100.00% 150045111521890 000000.00 0.00 0.00 1.521.35 0.00 0.00 84.78.65 15.2% 150045111521915 000000.00 2.500 2.500 1.587.54 0.00 0.00 91.24.6 63.5% 150045111521940 000000.00 0.00 0.00 7.487.21 0.00 0.00 2.512.79 74.9% 150045111521965 000000.00 275 0.00 0.00 275.00 0.00 0.00 0.00 0.00 150045111521990 000000.00 2.500 2.500 0.00 0.00 -1.814.96 172.6% 15004511152125 000000.00 0.00 0.00 250.40 87.3% 15004511152125 000000.00 3.000 3.000 2.525.39 0.00 0.00 474.61 84.2% 150045111521600 000000.00 0.00 0.00 2.725.12 0.00 0.00 274.88 90.8%

TOTAL MATERIALS & SERVICES 489,171 489,171 134,757.18 .00 .00 350,413.82 27.8%

530 CAPITAL OUTLAY

15044511J 533105 Bujad Ing Improve 666,666 666,666 .66 .66 .66 666,666.66 .6%

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Page 2

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Wasco County, OR YTD EXPENSE

FOR 2023 13

ACCOUNTS FOR ORIGINAL REVISED AVAILABLE PER 1500 BUILDING CODES CURRENT APPROP BUILDING CODE ACTUAL MTD ACTUAL INCOMPARABLES BUILDING CODES

TOTAL CAPITAL OUTLAY 600,000 600,000 .00 .00 .00 600,000.00 .0%

576 CONTINGENCY

15005101 570000 လာဘ်အခွန် 291,280 291,280 .00 .00 .00 291,280.00 .0% တစ်နှစ် လာဘ်အခွန် 291,280 291,280 .00 .00 .00 291,280.00 .0%

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Page 3



FOR 2023 13

160၈၅၂၊ 400000 ဝေပျံ့မျက်နှာပြင် အလုံးစုံ -673,774 -673,774 -667,842၅2.00.00 -5,931.48 99.1% ဝေပျံ့မျက်နှာပြင် အလုံးစုံ -673,774 -673,774 -667,842၅2.00.00 -5,931.48 99.1%

TOTAL LICENCES FEES & PERMITS -98,567-98,567-121,198.02 .00 .00 22,631.02 123.0%

160C51DN 570000 CONFINGENCY 113,891 113,891 .00 .00 .00 113,891.00 .0% TOTAZ CONFINGENCY 113,891 113,891 .00 .00 .00 113,891.00 .0%

590 UNAPPROPRIATED

16021516 590000 UNAPPROPRIATED 421,935 421,935 .00 .00 .00 421,935.00 .0% TOTAL UNAPPROPRIATED 421,935 421,935 .00 .00 .00 421,935.00 .0%

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Page 5

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Wasco County, OR YTD EXPENSE

FOR 2023 13

ACCOUNTS FOR ORIGINAL REVISED AVAILABLE PER 1600 BUILDING CODES - ELECTRICAL APPROP BUDGET YTD ACTUAL MTD ACTUAL ENCUMBRANCES BUDGET USE/COS

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 ԾԵԾԱՅ ԵՔՍՈՒՆԵՑ 775,749 775,749 196,647.11 .00 .00 579,101.89



Wasco County, OR YTD EXPENSE

FOR 2023 13

ORIGINAL REVISION AVAILABLE PDF

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FOR 2024 06

ACCOUNTS FOR ORIGINAL REVISED AVAILABLE PCT 1500 BUILDING CODES GENERAL APPROP BUDGET YTD ACTUAL MTD ACTUAL INCOMBRANCES BUDGET USE/CO2

400 BEGINNING FUND BALANCE

15075191 400000 B&B/MINNY POND B&B -3,140,929 -3,140,929 -4,653,008.66 .00 .00 1.512,079.66 148.1% TOT&B B&B/MINNY POND B&B/MNC -3,140,929 -3,140,929 -4,653,008.66 .00 .00 1.512,079.66

148.1%

4.11 LICENSES-FEES & PERMITS

[illegible][illegible]

TOTAL LICENCES-FEES & PERMITS -465,500 -465,500 -1,162,254.92 -69,481.15 .00 696,754.92 249.7%

417 INVESTMENT EARNINGs

150M5199 417100 INVEST EARNINGS -60,877 -60,877 -96,403.46 -19,280.77 .00 35,526.46 158.4% TOTAL INVESTMENT EARNINGS -60,877 -60,877 -96,403.46 -19,280.77 .00 35,526.46 158.4%

421 MISCELLANEOUS

1504511D 421105 P4YR033: REIMBURSEMENT 0 0 -300.00 -75.00 .00 300.00 100.0% 1504511D 421300 ADMN/CONTRACTUAL -300,000 -300,000 -61,133.45 -7,582.38 .00 -238,866.55 20.47*

TOBACCO INCREASE ALLOWANCE -300,000 -300,000 -61,433.45 -7,657.38 .00 -238,566.55 20.5%

510 PERSONNEL

150415114 510200 WAGG6 - SAGARIED 0 0 43,240.39 9,966.03 .00 -43,240.39 100.00%

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Page 1

590 මහාආපරිච්ඡේදය

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Page 3

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Wasco County, OR YTD EXPENSE

ජූලි 2024 06

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400 ප්‍රතිපත්තිමය ප්‍රවේශන

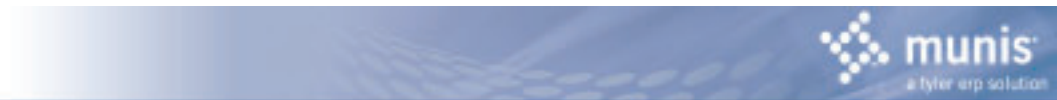
16055169 400000 ප්‍රතිපත්තිමය ප්‍රවේශන 560,626 560,626 -608,524.15 .00 .00 47,898.15 108.5% ටොටාලය ප්‍රතිපත්තිමය ප්‍රවේශන 560,626 560,626 -608,524.15 .00 .00 47,898.15 108.5%

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Wasco County, OR YTD EXPENSE

JUN 2024 06

ORIGINAL BUDGET AVAILABLE FOR
APPROPRIATE YTD ACTUALS AND ACTUALS INCURRED BUDGET USE/CO

CURRENT TOTALS 00-6,388,859.15 -29,991.14 00 6,388,859.15 100.0% ** END OF REPORT - Generated by Kylee Ruby **



Oregon

Tina Kotek, Governor

Department of Revenue
Property Tax Division
955 Center St NE
PO Box 14380
Salem, OR 97309-5075

December 13, 2023

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, 2024 through December 31, 2024.

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	882 Tax lot remapping	\$57,330
2	SQL Server software	\$15,000
Total		\$72,330.00

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: Wasco County Assessor
DOR Finance Department
File

Together, we collect the revenue that Oregon counts on.

**DEPARTMENT OF REVENUE
ORMAP INTERGOVERNMENTAL AGREEMENT
CONTRACT #DOR-257-23**

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.
- B. Award. The Department shall provide funds in the amount of **\$72,330.00** (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, 2024** ("Project Completion Date"). Final billing for the Project shall be submitted to the Department on or before **Jan 15, 2025**.

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: Steven D. Kramer, Board Chair

Date: 2.7.2024

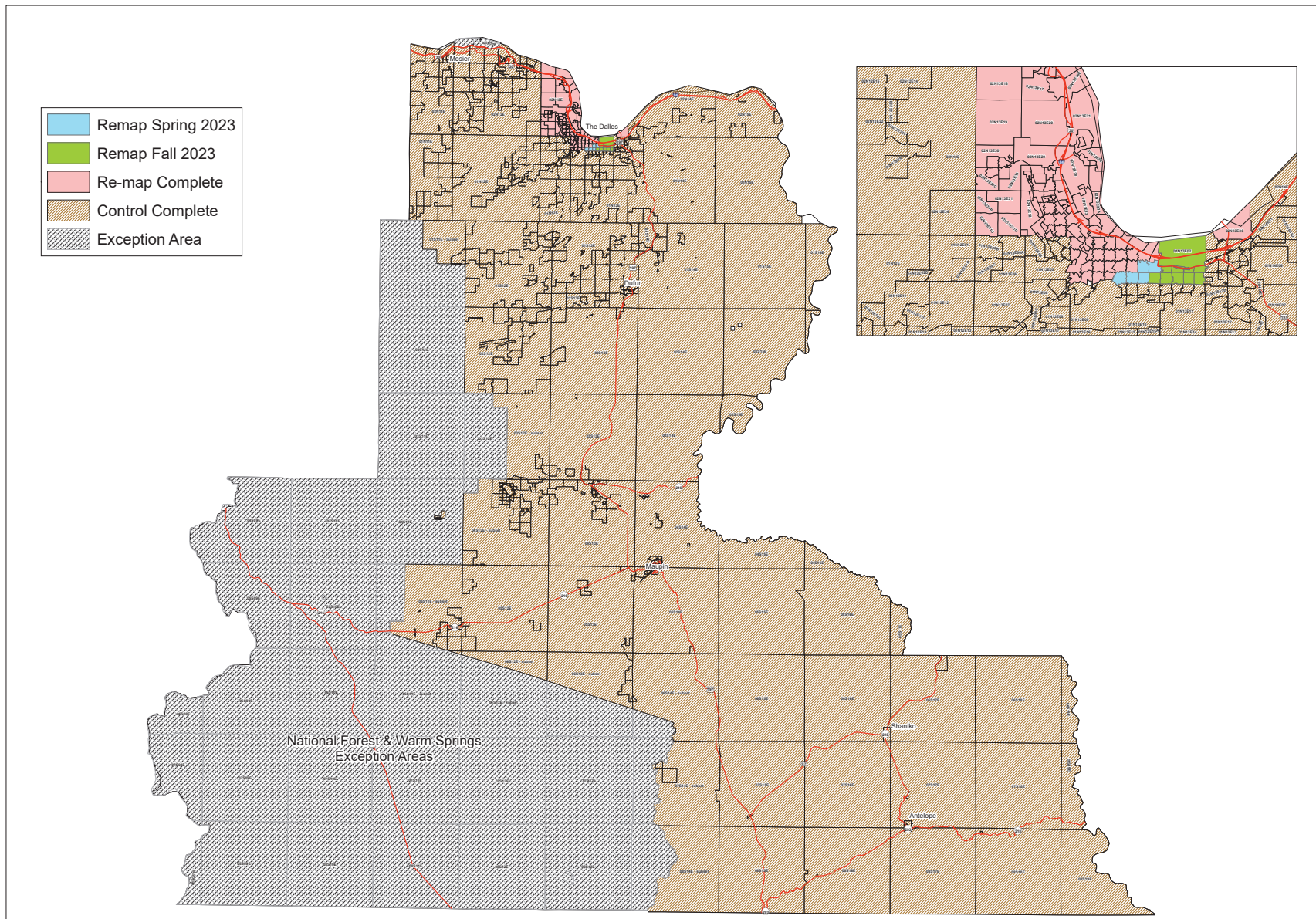
Telephone: 541.506.2520

Fax No: 541.506.2551

EXHIBIT A

AWARD LETTER
COUNTY GRANT PROPOSAL

Wasco County ORMAP Status Map Fall 2023



Date: 10/10/2024



This product is for informational purposes and has not been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.





MOTION

SUBJECT: ORMAP IGA

I move to approve ORMAP IGA Contract #DOR-257-23.

WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION

802 Chenoweth Loop Road, The Dalles, OR 97058 ♦ 541-296-2266 ♦
www.co.wasco.or.us/businesses/economic_development_commission/index.php

To: Wasco County Board of Commissioners

From: Carrie Pipinich, Wasco County EDC staff

Date: January 18, 2024

Subject: Prioritized 2024 Wasco County Community Enhancement Projects

Action Requested:

- The Wasco County Economic Development Commission requests input and acknowledgement by the Wasco County Board of Commissioners of its prioritized list of 2024 Wasco County Community Enhancement Projects and Priority Issues.

Community Enhancement Projects

The Community Enhancement Projects process provides an opportunity for a formal dialogue with communities and organizations as well as providing a platform to highlight key priority projects from around the County as they seek funding or support from a variety of agencies. This process also allows the EDC to leverage its capacity and mandate for provision of technical assistance to identify and support projects that enhance the economic vitality of Wasco County and its communities.

The EDC utilizes local project prioritization meetings for initial information gathering. EDC staff met with organizations in Dufur, The Dalles, Maupin, Mosier and unincorporated South Wasco County during November to discuss local projects and each community's priorities for the upcoming year. The communities developed a list of their top three to five economic development related projects to move forward to the county-wide ranking process. Through this process the EDC received information on 65 projects from 34 entities. The full list of projects and community rankings is included in Attachment B.

The EDC Chair and staff then developed a draft ranking taking into account local prioritization and the following criteria:

- **Address specific economic development challenge or opportunities:** Emphasize projects that support a vibrant local economy, community sustainability, and economic competitiveness.
- **Prioritization of Critical Infrastructure:** Focus on core infrastructure with a broad definition that includes services that address community viability and vitality into the future.
- **Readiness to Proceed:** Community is supportive of moving the project forward as shown by commitment of financial and/or human capital. The project has a feasible path forward to funding.
- **Impact/Timeliness of Inclusion:** Is the project actively seeking funding? Are their regulatory or political challenges that inclusion can support addressing? Does inclusion in the EDC ranking have an impact on the project's strategy for moving forward this year?

The full EDC then discussed the draft prioritization and shifted the ten ranked projects to further reflect consideration of the criteria noted above at its December 7th meeting. Considerations for revising prioritization also included:

- Timing for project progress or funding already secured with deadlines for expenditure.
- Opportunities to show support for critical projects requiring additional advocacy to move forward with funding or processes.
- Continued focus on prioritization of critical infrastructure as a foundation for development.
- Discussion of geographic balance across Wasco County to ensure that priorities expressed from across the county are incorporated and represented in the outcome of this process.

Priority Issues

The EDC again included priority issues in its process as a way to highlight areas that will impact Committee workplans as EDC Commissioner and staff engagement in 2024. Not all of these issues are appropriate for the EDC to take a leadership role on, but this designation and discussion would provide a foundation for the EDC to participate in and support strategies to address these issues. As there are opportunities identified the EDC may provide some technical assistance to support project development in these focus areas.

Priority issues are distinct from the projects in that they:

- Show a focus on the challenge to support long term economic opportunity in the County that has significant complexity in identifying strategies or solutions to make progress.
- No clear ownership of a discreet solution to the challenge or opportunity at this point.
- Opportunity for EDC to take leadership on, or participate in other forums, around these issues to identify potential policy strategies or projects in the issue area.

Staff has included the issues prioritized at our discussion in December in the attached priorities for consideration.

Next Steps

After the County Commission provides input and acknowledgement of a final list, staff will incorporate the list into the updated Wasco County EDC Strategic Action Plan and provide it to Mid-Columbia Economic Development District for inclusion in the regional Comprehensive Economic Development Strategy.

Attachment A: 2024 Community Enhancement Projects Proposed Ranking

<i>Rank</i>	<i>Project Sponsor</i>	<i>Project</i>
1	City of The Dalles, Klickitat County, CGCC	<u>Aviation Maintenance Training Hangar (CGCC, City of The Dalles, Klickitat County):</u> City of The Dalles and Klickitat County received \$2.8 million EDA grant to build a dedicated hangar for Aviation Maintenance Technician training program at Columbia Gorge Community College and to create shovel-ready industrial parcels at Columbia Gorge Regional Airport. The City and County provided \$700,000 match. Cost escalation during COVID resulted in \$2.4 million shortfall on the original \$3.5 million project. Total cost is now projected at \$5.9 million. Klickitat County recently obtained a \$1 million loan from Washington DOT (Community Aviation Revitalization Board). The EDA will consider a budget amendment to address the remaining \$1.4 million shortfall. As an alternative, Klickitat County has requested a direct Washington Legislative appropriation of \$1.4 million. Pre-construction activities have begun, including design and engineering on the hangar and industrial park infrastructure, using EDA funding already granted. Project completion is expected by May 2027.
2	City of Maupin	<u>Water System Improvements:</u> The City's water source is a spring that feeds into the system with a single, above ground 6" pipe that is 40 years old. The cost estimate for needed improvements in the City's 2022 Waster System Master Plan in 2022 was approximately \$10 million. Additionally, the City has identified a leak in their reservoir that has been temporarily addressed but needs a long term repair. The City will focus on priority improvements related to the reservoir, water distribution, safety of the drinking water, and fire protection. Estimated cost for these priorities is \$4.2 million and the City will be further refining the scope for this first phase of improvements needed and seeking funding from Safe Drinking Water RLF and USDA Rural Development.
3	City of Mosier	<u>Mosier Center:</u> The City of Mosier and the Mosier Fire District are partnering to build a 10,000 sq ft joint use facility in downtown Mosier that will serve as City Hall, fire station, community center with kitchen and food pantry and a variety of roles in the community. The building will be a certified net-zero building.. The estimated total project cost is \$8.4 million. The project has raised \$6.6 million in funding from multiple state and philanthropic sources. The City will rescope the project to try to limit construction costs to approximately \$6.5 million but anticipates they will still need ~\$1.5 million to cover soft costs. The goal is to have the design and permitting complete by spring 2024 so they can proceed with construction.
4	Pine Grove Water District	<u>Water System Improvements:</u> Pine Grove Water District serves 71 connections in the community of Pine Grove. They have recently completed a study to evaluate their water source after declining yield which has impacted system function as well as their ability to support wildfire and structural fire protection efforts. The District is moving forward with plans to develop a new

		water source that would support the system's needs, provide redundant sources in case there are issues with one well, and allow them to more easily take their current well offline to conduct necessary repairs to improve its use moving forward. The estimated project cost is approximately \$2.27 million and the District has had a One Stop meeting to learn about funding options. The District has submitted an application to Business Oregon's Water-Wastewater program and will eventually seek USDA RD funding.
5	Dufur School District #9	<u>Dufur School-Based Health Center (Dufur School District #9):</u> The Dufur School District is moving forward with plans to set up a school-based health center that would support both students and community members accessing healthcare in Dufur. The School District is partnering with a local health care provider to support this effort. The School District has raised most of the funds needed to purchase and install a modular unit to house the health center. One Community Health will operate the health center. There is currently approximately a \$75,000 gap they need to fill to complete the project. The Dufur community ranked this as its highest priority because the project is almost complete and is something that will have a significant impact on the area in terms of health care when it is up and running.
6	Port of The Dalles	<u>Marina Dock Replacement - Planning/Design:</u> The Port is seeking funding in 2024 to support planning and design work for their project to reconfigure and update the launch ramp and restroom facilities at the marina. This project will have impacts on tourism and will significantly improve emergency response capacity for river rescue needs. The Oregon State Marine Board is providing in-kind staff time to support engineering and design. The Port will be seeking \$200,000 for additional pre-construction activities such as permitting, hydrologic evaluations, and archaeological assessments.
7	Columbia Gorge ESD	<u>Columbia Gorge Early Learning Center:</u> Columbia Gorge Education Service District (ESD), Columbia Gorge Community College, North Wasco County School District, and other public partners propose to renovate former Chenoweth Middle School into a regional early learning center to address a severe shortage of affordable, high-quality childcare. The early learning center will serve as a practicum site for CGCC's Early Childhood Education Training program, provide 200 new childcare slots for children ranging from 0-5 and after school care to support workforce participation. Partners have secured \$2.2 million toward an estimated \$20 million total project cost. The project has a pending \$500,000 request to EPA for asbestos removal and plans to submit \$14 million in state, federal and philanthropic requests in the coming year.
8	Wasco County Soil and Water Conservation District	<u>Fifteenmile Managed Underground Water Storage:</u> Wasco County Soil and Water Conservation District is creating a managed underground water storage facility to counter the low stream flows and summer high temperatures in the Fifteenmile watershed. This facility would capture high winter water flows and filter the water through alluvial sediment before injecting the water into an underground aquifer for storage. Water will be able to be returned to the stream during times of low flow or high summer

		temperatures. To date the project has received funding from OWEB, OWRD, and the Tides Foundation. The District is finishing technical investigations on the alluvial sediment piece and drafting construction drawings. The current estimated build-out costs are \$1.2 million to \$1.5 million. The District will be seeking construction funding in the coming months.
9	City of Maupin	<u>Wastewater Facilities Improvements:</u> The City completed a Wastewater Facilities Master Plan in 2022. There are an estimated \$10.9 million in improvements recommended for the facilities that were originally constructed in 1972. Many important improvements are needed to continue to meet the requirements of the NPDES permit. Critical equipment and components have surpassed their expected useful life, are showing significant signs of deterioration, and have become obsolete. The existing treatment plant is increasingly difficult to operate, maintain, and perform to meet permit requirements. The plant is lacking redundancy and the remote monitoring and control capabilities required for modern sewage treatment facilities. All these shortfalls combine to create a situation that leaves the receiving waters of the Lower Deschutes River vulnerable to contamination. The total estimated cost for the immediate improvements is \$8.243 million and the City will be seeking funding in the coming year.
10	City of Antelope	<u>Joint Use Facility - Antelope School Community Center:</u> The Antelope School Community Center is used for a variety of purposes by the community, including City Hall, Fire Hall, community gatherings, emergency response operations center, funerals, etc. There is the potential for the Center to be a stopping point for a variety of services and provide space for educational and youth activities. The Center is on the National Register of Historic Places and will turn 100 years old in 2025. As a first phase of improvements, the City would like to repair the façade and repaint it to help preserve the exterior and extend the life of the building. Other improvements with Phase 1 would include sealing the roof and replacing the doors and windows. The City has received a donation for the exterior paint and a grant to support some of the labor costs. They are currently seeking an additional \$8,000 for labor costs to do the exterior improvements. Total Project upgrades are estimated to be approximately \$500,000.

Priority Issues:

- **Developable Land.** As communities across the County continue to develop what land is available and ready for investment, there is a need to focus on ensuring that areas within urban growth boundaries, urban area boundaries, or appropriate rural centers are ready for development. Taking the proactive next steps needed to ensure there is adequate supply to support business expansions and additional residential development to meet community and workforce needs will support vibrant communities moving forward.
- **Childcare:** There continues to be a shortage of qualified, affordable childcare in the Columbia Gorge region, particularly in The Dalles and Wasco County. Conversations will continue about how to support developing additional slots through this project and other efforts and are critical

to ensuring workforce participation from families.

- **Housing:** Housing prices and rising interest rates continue to make housing in Wasco County unattainable for many in both the home buying and rental markets. We have consistently heard from employers that the challenges in access and affordability for residents and potential employees seeking to come to Wasco County have hindered businesses' ability to grow. Better understanding opportunities for communities to play a role in addressing this challenge will impact access to a robust workforce moving forward.
- **Broadband.** As we continue to clarify gaps in broadband access in Wasco County in preparation for additional funding resources at the state and federal level, preparing shovel ready projects will be critical to moving the needle on access to this critical infrastructure. This will support diverse businesses, educational access, and many more key services.

Additional Projects Not Ranked:

Columbia Cascade Housing Corporation, Northwest Housing Alternatives	Chenoweth Affordable Housing Development
Northern Wasco County Park and Recreation District	Sorosis Park Redevelopment (Tree Top Playground replacement)
City of The Dalles	Westside Area Plan
Q-Life	Colocation Space + Cascadia Resilience Feasibility Study
Tooley Water District	Well Replacement
Port of The Dalles	Land Acquisition Fund
The Dalles Booster Club	Greenspace Athletic Lighting
City of The Dalles	Collaborative Signage/Wayfinding
Columbia Gorge Discovery Center	Building Improvements
City of The Dalles	Crow Creek Dam Expansion
City of The Dalles	Federal Street Plaza
City of The Dalles	Water Transmission Line Replacement
City of The Dalles	Getchel Building Repairs
City of The Dalles	Safe Routes to School (W 10 th and W 11 th Street improvements)
Wasco County	Kramer Field Redevelopment
Adventist Health Columbia Gorge	New Hospital Campus
Dufur School District #9	Ranger Tech-CTE Program
Dufur School District #9	School Seismic Renovation
Wy'East RC&D	Dufur Rural Innovation Hub
City of Dufur	Streetscape Improvements
City of Dufur	Waste Water System Improvements
City of Dufur	Drinking Water System Improvements
City of Dufur	Streetscape Improvements
City of Dufur	Ambulance Replacement
Wasco County SWCD	Fish monitoring and irrigation loss incentives

Dufur Recreation District	City Park Improvements
City of Maupin	Maupin City Park Boat Ramp Remodel
City of Maupin	Childcare
City of Maupin	Entrepreneurial Ecosystem Strengthening
City of Maupin	Legion Hall Improvements
City of Maupin	Broadband
City of Maupin	2 nd and Staats Utility Extension
ODOT	Highway 197 Riverwalk
Maupin Area Chamber Endowment	Deschutes River Athletic Complex-Stage and Sound equipment
City of Maupin	West Reservoir
Mosier Community School	Traffic Safety Improvements
City of Mosier	Public Restrooms
City of Mosier	Streetscape Improvements
City of Mosier	Emergency Well Replacement
City of Mosier	Tertiary Waste Water Treatment Wetland Development
City of Mosier	Emergency Well Replacement
Main Street Mosier	Mosier Streetscape Improvements
Main Street Mosier	Skate Park
Wamic Water & Sanitary Authority	Wamic Wastewater System Replacement
Wamic Water & Sanitary Authority	Water System Improvements
Tygh School Community Center	Building Improvements
Badger Irrigation District w/WCSWCD	Ditch Piping Project
City of Antelope	Defensible Space Improvements
Wamic Rural Fire Protection District	Expansion of Rock Creek and Pine Hollow Fire Stations
Juniper Flat Fire District, WCSWCD	Fire Prevention and Protection on Juniper Flats
City of Antelope	Streetscape Improvement Planning and Development
WCSWCD	Watershed Assessments (The Dalles, Fifteenmile, Mosier, White River, Bakeoven/Buck Hollow
Wasco County Fair Board, Wasco County	Fairground Site Master Plan
Wasco County Fair Board, Wasco County	Fairground Improvements
Wasco County	RV Park Revival and Improvements

Attachment B: 2024 Community Enhancement Project Submissions

Dufur Area

1. **Dufur School-Based Health Center (Dufur School District #9):** The Dufur School District is moving forward with plans to set up a school-based health center that would support both students and community members accessing healthcare in Dufur. The School District is partnering with a local health care provider to support this effort. The School District has raised most of the funds needed to purchase and install a modular unit to house the health center. One Community Health will operate the health center. There is currently approximately a \$75,000 gap they need to fill to complete the project. The Dufur community ranked this as its highest priority because the project is almost complete and is something that will have a significant impact on the area in terms of health care when it is up and running.
2. **Fifteenmile Managed Underground Water Storage (Wasco County Soil & Water Conservation District):** Wasco County Soil and Water Conservation District is looking at creating a managed underground water storage facility to counter the low stream flows and summer high temperatures in the Fifteenmile watershed. This facility would capture high winter water flows and filter the water through alluvial sediment before injecting the water into an underground aquifer for storage. Water will be able to be returned to the stream during times of low flow or high summer temperatures. To date they have received funding from OWEB, OWRD, and the Tides Foundation for the project. The District is wrapping up technical investigations on the alluvial sediment piece and drafting construction drawings. The current estimated build-out costs are \$1.2 million to \$1.5 million. The District will be seeking construction funding in the coming months.
3. **Dufur Rural Innovation (DRI) Hub (Wy'East Resource Conservation and Development):** Wy'East RC&D has partnered with Bonneville Environmental Foundation, Forth, and Sustainable NW to establish the Dufur Rural Innovation (DRI) Hub. The DRI Hub will promote the use of electric farming equipment and vehicles in the area to support innovative agricultural practices. The Hub already has two electric tractors in use for testing and demonstration in Oregon. The DRI Hub partners have acquired \$1.5 million in congressionally directed spending funding for program expansion and several additional grants from PGE, Pacific Power, The Alumbura Foundation, and a Conservation and Innovation grant from the USDA. They have also secured USDA RD funds to support the REAP program statewide and will use these funds to bring in, demonstrate, and train others on underutilized technology. They will be applying for Business Oregon ROI funds at the end of 2023. They are still seeking some matching funds for this effort. The next step for the DRI Hub is to strategically coordinate all of the funded programs into the hub and acquire or lease a property that can serve as an administrative office, mechanic shop, and public display space in Dufur and. This space will allow the DRI Hub to interact with clients, manage their fleet, and provide educational experiences for local students. The estimated funding needed is \$200,000- \$500,000.
4. **Drinking Water System Improvements (City of Dufur):** The City of Dufur currently does not have enough fresh drinking water supply to support their community during the dry summer months. The City has recently put in place radio read meters to more easily monitor water usage and has developed plans for a new well and a new reservoir. The cost estimate is approximately \$5 million. The City also manages the South Basin water system, which was the old City water system and still serves ~30 connections outside of city limits. This system also needs improvements – possibly a new well and reservoir. The City is in the

feasibility phase for this project and has an engineer developing preliminary drawings. Both water systems are a high priority for the community, but with work on the WW project planned to start in the next year, the City has indicated they won't have the capacity to fully focus on these projects until the WW project makes progress in construction.

5. **Ambulance Replacement (City of Dufur, Dufur Fire):** Dufur received a refurbished ambulance to ensure they had a backup resource, but it has not been reliable enough to meet their needs. They have since acquired another used ambulance that is meeting needs but are seeking a new ambulance to better support emergency response in the Dufur area. They submitted an application to the Columbia Gorge Health Council grant program this year for ~2/3 of the estimated cost and are on shortlist for funding. The project would still need \$100,000 to cover the cost of a new ambulance.

Other Dufur Projects:

- **City Park Improvements (Dufur Recreation District):** The District has received a grant from OPRD for a project to demolish the old bath house at Dufur City Park, build new bath house, make parking improvements and install a splash pad. They are in the design phase for the project. They will be seeking funds in the coming year to contribute to the match required for the project and to cover any cost escalation that may occur during construction. The tentative plan is to start construction in spring 2024.
- **Dufur Streetscape Improvements (City of Dufur):** The City of Dufur has received funding to improve some sidewalks in the downtown area and will continue to seek funding for sidewalk improvements for other areas as needed.
- **Ranger TECH CTE Program (Dufur School District #9):** Dufur School District has developed additional programs as part of its Career Technical Education (CTE) programs. These programs provide educational opportunities for high school students in Dufur and the surrounding area to receive specialized technical education through developing partnerships with CGCC, Baker Technical Institute, and others. Ranger TECH currently offers programs in agriculture, construction and trades, and health education. They are working on developing additional programming for medical career tracks. The establishment of these programs will create the opportunity for students to graduate high school with much needed skills and certifications that will allow them a path to enter the workforce at a local level. The program will be seeking funding to develop a larger greenhouse on the campus to support the Ag programming.
- **Fish Monitoring and Irrigation Loss Incentives (WCSWCD):** This program is part of the Fifteenmile action plan to address temperatures and low summer flows in streams. The program will help offset losses for farmers who curtail their irrigation take. Funds have been secured through OWEB and ODEQ, but the District will be applying for continued program funding in the next year.
- **School Seismic Renovation (Dufur School District #9):** The District has received a \$2.5 million seismic renovation grant and will be securing a design/construction contractor in the coming months. Construction is tentatively planned for late spring 2024. They are not seeking additional funding at this point but may need to depending on construction costs.
- **Dufur Wastewater System Improvements (City of Dufur):** The City has funds in place for construction unless bids come back higher than expected. Their engineer cost estimate is now three years old. They do have \$1 million from Merkley's office that could be used to cover cost increases. Plans for construction are currently being reviewed and once complete, the City will be able to go

out to bid. They tentatively plan to advertise bids in late 2023 and start construction in spring of 2024. Hope to go out to bid late this year with plan to start construction in spring 2024.

Maupin Area

- 1. Water System Improvements (City of Maupin):** The City's water source is a spring that feeds into the system with a single, above ground 6" pipe that is 40 years old. The City completed a Waster System Master Plan in 2022 and the cost estimate for all improvements is approximately \$10 million. The City plans to start by focusing on priority improvements related to water distribution, safety of the drinking water, and increased fire protection. These include replacing the aging, above-ground main transmission line from the springs to the main reservoir that is very vulnerable to hazards like rock damage or freezing. The plan also recommends making critical line replacements to increase fire protection in one of the most vulnerable neighborhoods along the Lower Deschutes. Estimated cost for these priorities is \$3.2 million and the City will be seeking funding from Safe Drinking Water RLF and USDA Rural Development.
- 2. Wastewater Facilities Improvements (City of Maupin):** The City completed a Wastewater Facilities Master Plan in 2022. There are an estimated \$10.9 million in short, medium, and long-term improvements to the facilities that were originally constructed in 1972. Many important improvements are needed to continue to meet the requirements of the NPDES permit. Critical equipment and components have surpassed their expected useful life, are showing significant signs of deterioration, and have become obsolete. The existing treatment plant is becoming increasingly more difficult to operate, maintain, and meet permit requirements. The plant is lacking redundancy and the remote monitoring and control capabilities required for modern sewage treatment facilities. All these shortfalls combine to create a situation that leaves the receiving waters of the Lower Deschutes River vulnerable to contamination. The total estimated cost for the short-term improvements is \$8.243 million and the City will be seeking funding in the coming year.
- 3. Maupin City Park Boat Ramp Remodel (City of Maupin):** The City Park Boat Ramp is a publicly accessible boat ramp that provides access to the Lower Deschutes River for boaters. The surrounding park includes an RV and tent campground, picnic area, flush toilets, showers, and a SCAT system. The boat ramp has been in disrepair for several years due to its age, damage from flooding, and the amount of use. The City received a grant from OSMB for initial scoping. The boat ramp is a critical part of Maupin's outdoor recreation economy used by outfitters and the public year-round. The boat ramp can also be used in case of emergencies on the river. Project partners include OSMB, BLM Prineville, and state agencies. The City will be seeking funds for engineering, permitting (planned for 2024) and construction (2025).
- 4. Childcare (21st Century Learning Collaborative, all):** Develop and implement projects to support childcare and educational needs outside of the classroom (preschool, after school, summer) in South County. This includes resource development (youth pathways, mentoring, coaching, subsidy programs) and readiness development.
- 5. Strengthen the Entrepreneurial Ecosystem (Maupin Works, Chamber, SWA, other partners):** Continue previous work to engage and support local, small businesses with a focus on entrepreneurial development and providing access to useful resources,

one-on-one support, and opportunities to help entrepreneurs start and grow their businesses through programs and partners such as Maupin Works, South Wasco Farmers Market, agritourism projects.

Other projects (not prioritized):

- **Broadband (all):** City of Maupin has fiber internet for most households in city limits. The City would like to connect the homes and neighborhoods that were not included in the initial development. The City also needs to consider future growth and support future fiber infrastructure expansion. Beyond city limits, internet options are severely lacking in all of South County and support for project development and funding for projects is needed.
- **2nd and Staats Utility Extension (City of Maupin):** Maupin has seen building and population growth that is exceeding the projections of their 2021 Housing Needs Analysis. One neighborhood has seen a rise in new residential construction and the City needs to make a significant investment in infrastructure to support the development. Water and sewer line extensions are in the engineering stages of development with construction anticipated in spring of 2024. The utility extension will allow for five more homes to be built in this neighborhood and increase fire protection. The area is platted but lacks a standard road. The City has plans to complete the road and connect it to existing neighborhoods, which will make the area more livable, accessible, safe for active transportation, and create better access for emergency services. The total project cost is estimated at \$500,000 and the City has approximately \$140,000 for the utility upgrades.
- **Highway 197 Riverwalk (ODOT):** ODOT was awarded a Federal Lands Access Program (FLAP) grant in 2018 to design and construct a pedestrian access walk in East Maupin from the bridge to an upriver access road along Highway 197. The project will help slow traffic and increase pedestrian safety in the area. ODOT anticipates completing the design in 2024 and beginning construction in spring of 2025. Total project cost is estimated at \$1.2 million and ODOT has about \$700,000 covered with the current FLAP grant and will apply for the remainder in the coming year.
- **American Legion Hall (City of Maupin):** The Legion Hall in Maupin was built in the late 1920s and has served as a community meeting place for decades. It has been used by the local school for extra classroom space, by the community for plays, and by individuals for memorial services, birthdays and more. A Legion Hall Restoration Committee was formed to evaluate the best way forward for this iconic building to continue to serve the community. A recent commercial building inspection revealed serious structural problems with the building, resulting in the City restricting access to the building. The City is evaluating how to best utilize the building for the future and how it can serve the needs of the community. The building will most likely need significant restoration or will need to be rebuilt.
- **Deschutes River Athletic Complex (Maupin Area Chamber Endowment):** The Deschutes River Athletic Complex has been built to replace the original track. The new, 8-lane IAAF certified track has been completed. Phase 2 is in progress – lighting has been secured and will be installed in the coming months. The project is still looking for funding for a stage and sound equipment. Estimated cost is \$375,000.
- **West Reservoir (City of Maupin):** The City of Maupin has land it owns on the west end of town that it is planning for use as affordable housing development in the future. To adequately serve this area, the City would need to construct a reservoir. To fill a

new reservoir the city would need to either drill a second well or pump water from the current city well. These improvements were included in the 2022 Master Plan but were not identified as the highest priority needs (as listed in the other City water project on this list). This reservoir would supply the target of future affordable housing and other structures. Estimated cost for this project is between \$5 and \$7 million. While this is also a priority need, the City would like to focus making progress on the other water project and the wastewater project in the next year.

Mosier Area

- 1. Mosier Center (City of Mosier):** The City of Mosier and the Mosier Fire District are partnering to build a 10,000 sq ft joint use facility in downtown Mosier that will serve as City Hall, fire station, community center with kitchen and food pantry and be a designated cooling shelter for the community. The Mosier Historical Society will also have access to the space to share photos and wall hanging exhibits with the public. The building will be a certified net-zero building. The schematic design phase was completed in fall of 2019 and was revised in 2021 to reduce construction costs. The estimated total project cost is \$8.4 million. The project has received funding from UPRR, Oregon legislative appropriations, the Special Public Works Fund, Oregon Department of Energy, Oregon Parks and Recreation Department, Energy Trust of Oregon, AARP, and the Ford Family Foundation. They have raised \$6.6 million to date. The City will again rescope the project to try to limit construction costs to ~\$6.5 million but anticipates they will still need ~\$1.5 million to cover soft costs. The goal is to have the design and permitting complete by spring 2024 so they can proceed with construction. The City has some additional avenues of funding to explore to make up the shortfall.
- 2. Public Restrooms (City of Mosier):** The City has developed final plans for public restrooms in the downtown area to help accommodate the high volume of visitors that come through the area. Because Mosier does not have a lot of brick-and-mortar stores and restaurants, those that do exist are overrun with visitors looking for facilities and food carts in town don't have facilities to offer. The City has received a grant from OPRD (associated with this project and the Mosier Center), but still has a construction shortfall of \$182,000. The City is looking for funding opportunities for the additional amount.
- 3. Mosier Community School:** The Mosier Community School is a K-through-eight charter school associated with Northern Wasco County School District #21 in Mosier. The school continues to explore additional strategies for the student entrance and bus pick up/drop off.
- 4. Skate Park (Main Street Mosier):** The MSM Design Committee is working toward developing a skate park in town to be located on City property. They have raised most of the funds needed for the design phase, which is estimated to be \$25,000 - \$50,000. They are working on an RFP for design proposals.

Other Mosier Projects:

- **Mosier Wastewater Treatment Plant Tertiary Treatment Wetland Development (City of Mosier):** still high priority; the project is at 90% design with RH2 Engineering; the City has \$2.5 million in ARPA funding and is awaiting a cost estimate from the engineer to determine additional construction funds needed.
- **Mosier Streetscape Improvements (Mainstreet Mosier):** MSM has a variety of projects, including irrigation repairs, weed barriers, and educational signage at Totem Park.
- **Mosier Emergency Well Replacement (City of Mosier):** The City has requested CDS funding to support the remaining cost of this project. If CDS funds are awarded, it will free up additional City funds to support the Mosier Center project. If not, City funds will need to be used to complete the project this year.

Small & Unincorporated Community Projects

1. **Pine Grove Water System Improvements (Pine Grove Water District):** Pine Grove Water District serves 71 connections in the community of Pine Grove with an additional 25 to 30 users served through these connections. They have recently completed a study to evaluate their water source after declining yield has reached the point where the pump cannot run continuously to refill the reservoir. It can only run 6 minutes with 10 minutes needed for the well refill. This lack of flow has impacted their ability to support wildfire efforts, with three major fires moving through the area in the last two years highlighting how critical this capacity is. After 12 to 24 hours the District has to direct fire fighters to other water sources. This is also a challenge for potential structure fires in the community. The District is moving forward with plans to develop a new water source that would support the system's needs, provide redundant sources in case there are issues with one well, and allow them to more easily take their current well offline to conduct necessary repairs to improve its use moving forward. The estimated project cost is approximately \$2.27 million and the District has had a One Stop meeting to learn about funding options. The District will be moving forward with an application to Business Oregon's Water-Wastewater program in the next several weeks and will eventually seek USDA RD funding.
2. **Wamic Wastewater System Replacement (Wamic Water and Sanitary Authority):** Wamic Water and Sanitary Authority's wastewater system has significant infiltration and inflow (I/I) issues in the spring months from an elevated groundwater table causing increased hydraulic loading in the system. As a result, the treatment facility suffers from the potential for overflow of the existing lagoons. As a result, DEQ has issued temporary approvals to irrigate out of the growing season four times since 2009 but indicated that the WW&SA is out of compliance with their permit and needs to make a plan to address this challenge. Many of the service connections are believed to be old and potential sources of shallow groundwater infiltrations because the septic tanks at each hook up are two-piece concrete on concrete with improper seals. Another likely cause of the I/I in the collection system is a result of improper bedding around the collection pipes causing breaks within the lines and separated joints. The system was installed as a self-help project by volunteers initially. In-place replacement of the existing system is the recommended solution, including replacement of approximately 25% of the septic tanks, replacement of sewer mains, laterals, and cleanouts, and sealing the lift station to reduce I/I. Approximate cost for this project is \$2 million.

3. **Joint Use Facility - Antelope School Community Center (City of Antelope):** The Antelope School Community Center is used for a variety of purposes by the community, including City Hall, Fire Hall, community gatherings, emergency response operations center, funerals, etc. There is the potential for the Center to be a stopping point for mobile health clinics, behavioral health services, food banks, etc. The Center could also offer a space in the community for educational events or extracurricular activities for youth. Youth education and support for children in the community is essential for the next generation of Antelope. The Center is on the National Register of Historic Places and will turn 100 years old in 2025. As a first phase of improvements, the City would like to repair the façade and repaint it to help preserve the exterior and extend the life of the building. This will serve as a symbol of hope for positive change in the community as the last time the exterior was painted was when Rajneesh took over the City of Antelope in 1985. Other improvements with Phase 1 would include sealing the roof and replacing the doors and windows. Later phases will include improvements to the electrical system, HVAC system, gym space, classrooms, upgrade to a commercial kitchen, new paint, update the playground and install picnic tables. The City has received a donation for the exterior paint and a grant to support some of the labor costs. They are currently seeking an additional \$8,000 for labor costs to do the exterior improvements. Total Project upgrades are estimated to be approximately \$500,000.
4. **Tygh School Community Center Improvements (TSCC):** The non-profit community center would like to make improvements to the facility to ensure the Center is still usable for existing activities. They have secured some funding to address issues with their roof and have made several improvements, but estimate they still need about \$50,000 to complete all roof repairs. A more immediate need is to transition to a different heating system. The Center is heated by an aging oil boiler that needs to be decommissioned. They have talked to the PUD about getting mini-split units to provide heating. They estimated the total cost for equipment and labor will be \$100,000.

Unranked (presented in alphabetic order by title):

- **Badger Irrigation District Ditch Piping (WCSWCD):** The SWCD has a fully engineered/designed plan for piping 2.5 miles of irrigation through Badger Canyon to prevent potential challenges with blowouts into the creek that increase sedimentation. An application for construction was submitted to NRCS in 2023, and they are awaiting a decision. Even if funded, there may still be a gap in funding due to construction cost escalation - the construction cost estimate was developed some time ago.
- **Defensible Space Improvements (City of Antelope):** The City of Antelope is a rural, distressed community with an aging population. Trees along the main roadways in town are creating hazardous conditions, along with overgrown debris. In addition to hazards posed by falling trees or limbs, the trees present a significant fire hazard. The City does not have a fire department and recently entered into an agreement with the City of Shaniko for fire protection services after recent fires resulted in complete loss of homes. Property owners do not have the capacity (skills or money) to remove trees themselves. The City would like to find funding to support removal of dead trees and branches and create a better defensible space around structures.
- **Expansion of Rock Creek and Pine Hollow Fire Stations (Wamic Rural Fire Protection District):** The WRFPD would like to expand two fire stations in the District. An initial estimate puts the project cost at about \$2 million to expand both facilities. The District currently has engineers working on initial design options. They plan on applying to the federal Assistance to

Firefighters program for funding. Expansions to existing facilities are eligible under this grant. The District will be looking for other resources to come up with the anticipated match (likely 20%) required for the project.

- **Fire Prevention and Protection on Juniper Flat (WCSWD, Juniper Flat Fire District):** Juniper Flat RFPD has been trying to secure funding for a 50,000-gallon mobile water reservoir for use at the main fire station. Major fires in the last several years (Miller Road Fire – 2022, 503 Fire – 221, White River Fire – 2020), power outages during large, threatening incidents, travel distance for water tenders, the Insurance Services Office fire rating (reflecting how prepared a community is for fires), along with a restriction from using water from the Pine Grove Water District, have highlighted the need for portable pumps to support initial fire attack. The cost of a mobile reservoir is approximately \$60,000.
- **Streetscape Improvement Planning and Development (City of Antelope):** There are three highway systems that meet at Main Street in the City and there has been no development of parking, pull-out area, or safe bus stop turnouts. Drivers regularly speed through this area, creating unsafe conditions. There are also no sidewalks or safe pathways for pedestrians (kids getting on the bus, tour buses stopping in town, etc.). Antelope has seen increased tourism in recent years and has an opportunity to draw more visitors from nearby youth camps (approximately 5,000 youth visitors per summer) if some of these improvements were made, which would significantly boost economic development for the City. There is one business open currently (Antelope Café/Market) and more tourism could support additional jobs in the area. The City would like to do initial planning and design for a ~200 foot section of Main Street and is seeking funding resources or partners to support the effort.
- **Wamic Water System Improvements (Wamic Water and Sanitary Authority):** The Wamic municipal water system needs improvements. WW&SA have had to bring their old well back online to meet increasing demands. They received a technical assistance grant from Business Oregon in 2023 and completed a feasibility study for the system. The recommended improvements are estimated at \$2 million.
- **Watershed Assessments-The Dalles, Fifteenmile, Mosier, White River, Bakeoven/Buck Hollow (WCSWCD)**
- **Wasco County Fairgrounds (Wasco County, Wasco County Fair Board):** With assistance from MCEDD, a new strategic plan was adopted by the Fair Board in 2020. Goal 2, Action 2.1.1 details the development of a site master plan that prioritizes building improvements, renovations, and replacements. Staff is exploring a process to complete a site master plan with the assistance from an architect named LRS that involves community outreach and input. An initial quote received for this work is \$13,250.00. One concept being explored for this site master plan is the construction of new facilities to replace existing buildings that have reached their end of life and have structural challenges. While both would be multi-purpose facilities, one structure would be focused as an emergency response facility in particular given the Fairgrounds increasing use over the past few years as a fire response staging, command, and support area. The other facility would be focused as a multicultural venue to expand and supplement the Fairgrounds current Native American building. Finally, the Commercial Building at the Fairgrounds is vastly underutilized due to heating/cooling, acoustic, and access challenges. A renovation of this facility is being explored that would involve installing insulation, heating/cooling systems, acoustic tiles, and glass garage doors to allow better use of the building by camps, weddings, etc. Preliminary cost estimates for a renovation come in around \$150,000.00.

High priority issues for the community include:

- Access to childcare
- Workforce development
- Broadband - Access to reliable internet service is severely lacking in all of South County and support for project development and funding for projects is needed. Many people and organizations in these communities are migrating to Starlink because other options aren't available or are not sufficient. The Fiber Expansion project (Q-Life) on the 2023 list did not receive funding. It is expected that federal funding will be opening up in the next year and Q-Life plans to search for options to expand their fiber network.

The Dalles Area

- 1. Aviation Maintenance Training Hangar and Business Park Infrastructure (CGCC, City of The Dalles, Klickitat County):** City of The Dalles and Klickitat County received \$2.8 million EDA grant to build a dedicated hangar for Aviation Maintenance Technician training program at Columbia Gorge Community College and to create shovel-ready industrial parcels at Columbia Gorge Regional Airport. The City and County provided \$700,000 match. Cost escalation during COVID resulted in \$2.4 million shortfall on the original \$3.5 million project. Total cost is now projected at \$5.9 million. Klickitat County recently obtained a \$1 million loan from Washington DOT (Community Aviation Revitalization Board). The EDA will consider a budget amendment to address the remaining \$1.4 million shortfall. As an alternative, Klickitat County has requested a direct Washington Legislative appropriation of \$1.4 million, which is pending (session starts in January 2024). Pre-construction activities have begun, including design and engineering on the hangar and industrial park infrastructure, using EDA funding already granted. Project completion is expected by May 2027.
- 2. Marina Dock Replacement – Planning/Design (Port of The Dalles):** The Port is seeking funding in 2024 to support planning and design work for their project to reconfigure and update the launch ramp and restroom facilities at the marina. This project will have impacts on tourism and will significantly improve emergency response capacity for river rescue needs. The Oregon State Marine Board is providing in-kind staff time to support engineering and design. The Port will be seeking \$200,000 for additional pre-construction activities such as permitting, hydrologic evaluations, and archaeological assessments. Construction of the project is outlined in a separate project on The Dalles area list.
- 3. Columbia Gorge Early Learning Center (Columbia Gorge ESD):** The lack of childcare services is an urgent need, constraining employee retention and recruitment and restricting equitable economic growth. This project will provide 200 new childcare slots for children ranging from 0-5 and after school care to support employment, provide a boost to local businesses and support needed infrastructure in the community. Columbia Gorge Education Service District (ESD), Columbia Gorge Community College, North Wasco County School District, and other public partners propose to renovate former Chenoweth Middle School into a regional early learning center to address a severe shortage of affordable, high-quality childcare. Operational costs are offset by centralizing ESD early learning services. It will be open to all income levels. The early learning center will also serve as a practicum site for CGCC

early childhood education training program to help train quality childcare providers and address persistent workforce shortages. Partners have secured \$2.2 million toward an estimated \$20 million total project cost. The project has a pending \$500,000 request to EPA for asbestos removal and plans to submit \$14 million in state and federal requests in the coming year. Additional funds will be sought from grants and philanthropic agencies.

4. **Chenowith Affordable Housing Development (Columbia Cascade Housing Corporation, Northwest Housing Alternatives [NHA]):** The Chenowith Transit Oriented Development site will repurpose an underutilized former-grocery store site into integrated housing for veterans, households with SPMI, and families. NHA will co-develop and co-own the property with Cascade Columbia Housing Corporation. The new four-story building will include 75 units with an onsite manager, in a range of studio, 1-, 2-, and 3-bedroom sizes to meet the housing needs of mid-Columbia community. The property will accept referrals from service and culturally specific partners of Mid-Columbia Housing Authority, Mid-Columbia Community Action, N'chi Wana Housing, and The Next Door. The project's location directly adjacent to a mass transit hub makes it an ideal location for provision of services, proximity to employment, social connections, and living supports, as well as being close to Chenowith Elementary School. Total project cost is estimated at \$39 million. The project is in the design phase. A CDS request of \$3M has been received and the project will be looking to leverage other state and federal funds in the coming year.
5. **Sorosis Park Redevelopment (Northern Wasco County Park and Recreation District):** NWCPRD has made several improvements including fixing irrigation systems and replanting to establish a "forest feel" in one area and incorporating additional drought tolerant plantings, and expansion and improvement to the walking path to make it more accessible. They will be installing a new pavilion in spring 2024. The focus is now on replacing Tree Top Playground, which was built in 1979 and is at the end of its useful life. The cost estimate for replacing the playground is \$700,000. NWCPRD has received a \$420,00 grant to support the project and is currently looking for additional funds. They are also open to partnering with others to complete work such as the undergrounding of the utilities around the play area, design, demo, and construction.
6. **Westside Area Plan (City of The Dalles):** The City will re-submit a Transportation Growth Management ODOT grant request for western The Dalles for \$200,000. The city will build upon earlier grant preparation to expand the project scope, now including Wasco County's acquisition of recreational property west of Chenowith Creek and the former Chenowith Middle School, which is proposed for the Columbia Gorge Early Learning Center. This request will support neighborhood planning to address west side recreation, urban travel corridors, safe routes to school, childcare, multi-sector housing and employment lands.
7. **Colocation space + Cascadia resiliency feasibility study (Q-Life):** Q-life currently operates a colocation facility in the basement of The Dalles' City Hall. This space is at capacity, is challenged with access and power difficulties, has minimal fiber route connection options, and is below ground making it prone to flood events. Q-life is proposing to build a new colocation facility at the Wasco County Emergency Operations/911 Dispatch center. This new space has potential for future growth and will have three separate incoming/outgoing routes not only providing excellent fiber-based access but will also create redundancy and resiliency in these connections should one fail. This new facility will have adequate space and power for foreseeable future needs as well as space for back-up power options to sustain this colocation facility in the event of a power outage. In conjunction with these facility improvements, Q-Life is also interested in ensuring a redundant path to the internet from The Dalles/Wasco County. The Pacific

Northwest is facing a potential Cascadia Subduction Zone Earthquake with potential catastrophic affects. Q-Life and its partners are working to connect the proposed colocation facility to fiber lines going East rather than to areas more impacted by a potential quake. Q-Life completed the initial design for the project and the total build out cost was estimated at \$1 million, however there are challenges with location options, and they will be reevaluating needs.

8. **Tooley Well Replacement (Tooley Water District):** Tooley Water District (District) is a community water system with approximately 41 residential connections in a community outside the town of The Dalles, OR. The District has two groundwater wells (Well #1 and Well #2), both of which have a history of elevated nitrate levels. Samples from Well #2 have occasionally exceeded the Maximum Contaminant Level (MCL) for nitrate (GSI 2022). The elevated nitrate levels are believed to be at least partially caused by agricultural activities that began on a new farm that is adjacent to the district in 2019/2020. Water supply from Well #1 cannot meet the District's peak demand, so the District is currently pulling water from both wells. A water supply feasibility study from 2022 reported that "Groundwater is the only viable source of water for the District because of the lack of a suitable surface water source located sufficiently near to the District service area (GSI 2022)." Additionally, there are no existing water systems within reasonable distance for the District to consolidate with. The 2022 feasibility study indicated that drilling a new well is the most feasible solution to address the community's water needs. The total estimated cost for the project is \$1.8 million. The District will be applying for Safe Drinking Water funding.
9. **Land Acquisition Fund (Port of The Dalles):** The Port is seeking funds to acquire unused or underdeveloped industrial land in The Dalles area and make it shovel ready for investment. Due to limited employment land availability, and increasing costs of construction, the Port is also exploring land outside of The Dalles but within the Port District. The Port has committed \$2 million of its own resources, is seeking \$1 million from a partner to move this project forward.
10. **Greenspace Athletic Lighting (The Dalles Booster Club):** Outdoor sports fields in The Dalles can generate substantial economic benefit through regional tournaments, attracted by the city's central location in the Pacific Northwest and extended season (300+ days of sunshine). However, none of the fields are adequately lit; 16 of 20 fields are not lit at all. This project will install state-of-the-art LED lighting at Thompson Track as proof of concept for a larger, community-wide effort to install lights on every sports field in The Dalles. LED lighting will reduce light pollution, save electricity, and allow night-time activity, thus making more efficient use of existing fields. Expanded use will boost the local economy and tourist revenues. Project will use volunteer labor to reduce cost. Terms of vendor agreement allow this option while retaining equipment warranty. Cost for lights at Thompson Track is estimated at \$275,000 and the Booster Club will be seeking funding in the coming year. Overall, the estimate to provide lighting at all ballfields in The Dalles is \$4 million.

Unranked projects presented in alphabetic order by project title:

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- **Collaborative on Signage, Wayfinding (City of The Dalles):** Driven by completion of Old Hwy 30 restoration anticipated to be done in the next year. A crucial piece of development to help direct people once they get to Chenoweth Creek bridge on W 6th street. Would like feasibility planning to start now.

- **Columbia Gorge Discovery Center Improvements (CGDC):** enhance visitor experience, promote tourism.
- **Crow Creek Dam Expansion (City of The Dalles):** increase impoundment capacity to supply City's water customers, meet current dam safety standards, resilient infrastructure. Identifying capital strategy with tentative plans to seek funding in 2027.
- **Federal Street Plaza (City of The Dalles):** Develop public plaza on Federal Street in Historic Downtown The Dalles. Design and engineering anticipated for 2024/2025.
- **Finished Water Transmission Lines Replacement (City of The Dalles):** Replace two aged and leaking (estimated loss is >10 million gallons/month) steel finished water transmission lines from the Wicks Water Treatment to the City. Estimated project cost: \$15 million. \$4 million has been identified. The City may seek SDWRLF funding in 2025.
- **Getchel Building Repairs (City of The Dalles)**
- **Kramer Field Complex (Wasco County):** identify and plan for sports complex location.
- **Marina Dock Replacement – Construction (Port of The Dalles):** approx. \$5 million construction cost. Project will reconfigure and update launch ramp and restroom facility.
- **New Hospital Campus (Adventist Health):** in feasibility stage
- **RV Park Revival and Improvements (Wasco County):** improvements to pre-existing RV infrastructure on west side and addition of 48 sites. \$400,000. Future improvements in Phase 2 will include ADA restrooms, laundry facilities, landscaping. Total estimated cost for all; \$5 million. Project will increase visitor capacity, tourism.
- **Safe Routes to School (City of The Dalles):** West 10th and West 7th street improvements

Wasco County, OR



YTD EXPENSE

FOR 2023 13

ACCOUNTS FOR:			ORIGINAL	REVISED				AVAILABLE	PCT
1500	BUILDING CODES	GENERAL	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
400 BEGINNING FUND BALANCE									
150N51G1	400000	BEGINNING FUND BAL	-3,324,428	-3,324,428	-3,420,981.39	.00	.00	96,553.39	102.9%
	TOTAL	BEGINNING FUND BALANCE	-3,324,428	-3,324,428	-3,420,981.39	.00	.00	96,553.39	102.9%
411 LICENSES-FEES & PERMITS									
150H5113	411650	MECHANICAL PERMIT	0	0	-7.20	.00	.00	7.20	100.0%
150H5113	411900	STATE 12% SURCHARG	-100,000	-100,000	-110,828.43	.00	.00	10,828.43	110.8%
150H5213	411550	MANUFACTURED DWELL	-6,000	-6,000	-3,546.03	.00	.00	-2,453.97	59.1%*
150H5213	411600	STRUCTURAL PERMIT	-278,138	-278,138	-1,319,495.65	.00	.00	1,041,357.65	474.4%
150H5213	411650	MECHANICAL PERMIT	-50,000	-50,000	-56,601.09	.00	.00	6,601.09	113.2%
150H5213	411700	PLUMBING PERMIT	-60,000	-60,000	-93,364.02	.00	.00	33,364.02	155.6%
	TOTAL	LICENSES-FEES & PERMITS	-494,138	-494,138	-1,583,842.42	.00	.00	1,089,704.42	320.5%
417 INVESTMENT EARNINGS									
150N5199	417100	INTEREST EARNED	-16,622	-16,622	-97,090.70	.00	.00	80,468.70	584.1%
	TOTAL	INVESTMENT EARNINGS	-16,622	-16,622	-97,090.70	.00	.00	80,468.70	584.1%
421 MISCELLANEOUS									
150H511D	421300	ADMIN/CONSTRUCTION	-300,000	-300,000	-114,310.63	.00	.00	-185,689.37	38.1%*
	TOTAL	MISCELLANEOUS	-300,000	-300,000	-114,310.63	.00	.00	-185,689.37	38.1%
510 PERSONNEL									
150H511H	510200	WAGES - SALARIED	0	0	19,932.05	.00	.00	-19,932.05	100.0%*
150H511H	510300	WAGES - HOURLY	380,376	380,376	293,050.90	.00	.00	87,325.10	77.0%
150H511H	510710	COMP/HOLIDAY CASH	0	0	56.78	.00	.00	-56.78	100.0%*

Wasco County, OR



YTD EXPENSE

FOR 2023 13

ACCOUNTS 1500	FOR: BUILDING	CODES GENERAL	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
150H511H	510750	FICA	22,645	22,645	18,239.64	.00	.00	4,405.36	80.5%
150H511H	510760	MEDICARE	5,296	5,296	4,265.75	.00	.00	1,030.25	80.5%
150H511H	510780	WORKERS COMPENSATI	4,925	4,925	3,238.18	.00	.00	1,686.82	65.7%
150H511H	510785	PFMLI TAX COUNTY S	0	0	654.19	.00	.00	-654.19	100.0%*
150H511H	510810	PERS	31,472	31,472	27,790.54	.00	.00	3,681.46	88.3%
150H511H	510900	HEALTH INSURANCE	52,113	52,113	57,925.83	.00	.00	-5,812.83	111.2%*
150H511H	510910	DENTAL INSURANCE	2,008	2,008	1,890.53	.00	.00	117.47	94.1%
150H511H	510920	LONG TERM DISABILI	1,387	1,387	1,322.66	.00	.00	64.34	95.4%
150H511H	510930	LIFE INSURANCE	98	98	92.25	.00	.00	5.75	94.1%
TOTAL PERSONNEL			500,320	500,320	428,459.30	.00	.00	71,860.70	85.6%

520 MATERIALS & SERVICES

150H511I	521120	LEGAL NOTICES & PU	900	900	.00	.00	.00	900.00	.0%
150H511I	521125	POSTAGE	300	300	.00	.00	.00	300.00	.0%
150H511I	521500	CONTRACTED SERVICE	0	0	177.49	.00	.00	-177.49	100.0%*
150H511I	521600	ADMINISTRATIVE COS	32,194	32,194	32,193.96	.00	.00	.04	100.0%
150H511I	523100	RENT - LAND/BUILDI	14,502	14,502	14,502.00	.00	.00	.00	100.0%
150H511I	523500	MEALS LODGING & RE	0	0	47.69	.00	.00	-47.69	100.0%*
150H511I	523510	TRAVEL & MILEAGE	0	0	131.00	.00	.00	-131.00	100.0%*
150H511I	523515	GAS & OIL	4,000	4,000	3,589.19	.00	.00	410.81	89.7%
150H511I	525125	R&M - VEHICLE	0	0	49.70	.00	.00	-49.70	100.0%*
150H511I	526105	SUPPLIES - OFFICE	0	0	421.00	.00	.00	-421.00	100.0%*
150H511I	528170	CONSTRUCTION EXCIS	300,000	300,000	47,334.35	.00	.00	252,665.65	15.8%
150H511I	528175	STATE 12% SURCHARG	100,000	100,000	14,205.46	.00	.00	85,794.54	14.2%
150H521I	521125	POSTAGE	0	0	197.78	.00	.00	-197.78	100.0%*
150H521I	521500	CONTRACTED SERVICE	10,000	10,000	1,521.35	.00	.00	8,478.65	15.2%
150H521I	522100	TELEPHONE	2,500	2,500	1,587.54	.00	.00	912.46	63.5%
150H521I	523500	MEALS LODGING & RE	10,000	10,000	7,487.21	.00	.00	2,512.79	74.9%
150H521I	523510	TRAVEL & MILEAGE	275	275	.00	.00	.00	275.00	.0%
150H521I	524100	DUES & SUBSCRIPTIO	2,500	2,500	4,314.96	.00	.00	-1,814.96	172.6%*
150H521I	525115	R&M - EQUIPMENT	2,000	2,000	1,745.99	.00	.00	254.01	87.3%
150H521I	525125	R&M - VEHICLE	3,000	3,000	2,525.39	.00	.00	474.61	84.2%
150H521I	526105	SUPPLIES - OFFICE	3,000	3,000	2,725.12	.00	.00	274.88	90.8%
TOTAL MATERIALS & SERVICES			485,171	485,171	134,757.18	.00	.00	350,413.82	27.8%

530 CAPITAL OUTLAY

150H511J	533105	BUILDING IMPROVEME	600,000	600,000	.00	.00	.00	600,000.00	.0%
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Wasco County, OR



YTD EXPENSE

FOR 2023 13

ACCOUNTS FOR: 1500 BUILDING CODES GENERAL	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
TOTAL CAPITAL OUTLAY	600,000	600,000	.00	.00	.00	600,000.00	.0%
570 CONTINGENCY							
150C51DN 570000 CONTINGENCY	291,280	291,280	.00	.00	.00	291,280.00	.0%
TOTAL CONTINGENCY	291,280	291,280	.00	.00	.00	291,280.00	.0%
590 UNAPPROPRIATED							
150U51EP 590000 UNAPPROPRIATED	2,258,417	2,258,417	.00	.00	.00	2,258,417.00	.0%
TOTAL UNAPPROPRIATED	2,258,417	2,258,417	.00	.00	.00	2,258,417.00	.0%
TOTAL BUILDING CODES GENERAL	0	0	-4,653,008.66	.00	.00	4,653,008.66	100.0%
TOTAL REVENUES	-4,135,188	-4,135,188	-5,216,225.14	.00	.00	1,081,037.14	
TOTAL EXPENSES	4,135,188	4,135,188	563,216.48	.00	.00	3,571,971.52	

Wasco County, OR



YTD EXPENSE

FOR 2023 13

ACCOUNTS FOR: 1600 BUILDING CODES - ELECTRICAL	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
400 BEGINNING FUND BALANCE							
160N51G1 400000 BEGINNING FUND BAL	-673,774	-673,774	-667,842.52	.00	.00	-5,931.48	99.1%*
TOTAL BEGINNING FUND BALANCE	-673,774	-673,774	-667,842.52	.00	.00	-5,931.48	99.1%
411 LICENSES-FEES & PERMITS							
160H5113 411900 STATE 12% SURCHARG	-12,000	-12,000	-11,566.71	.00	.00	-433.29	96.4%*
160H5213 411500 RENEWABLE ELECTRIC	-1,552	-1,552	-3,556.75	.00	.00	2,004.75	229.2%
160H5213 411800 ELECTRICAL PERMIT	-85,015	-85,015	-106,074.56	.00	.00	21,059.56	124.8%
TOTAL LICENSES-FEES & PERMITS	-98,567	-98,567	-121,198.02	.00	.00	22,631.02	123.0%
417 INVESTMENT EARNINGS							
160N5199 417100 INTEREST EARNED	-3,032	-3,032	-15,980.72	.00	.00	12,948.72	527.1%
TOTAL INVESTMENT EARNINGS	-3,032	-3,032	-15,980.72	.00	.00	12,948.72	527.1%
421 MISCELLANEOUS							
160H511D 421105 PAYROLL REIMBURSEM	-376	-376	-150.00	.00	.00	-226.00	39.9%*
TOTAL MISCELLANEOUS	-376	-376	-150.00	.00	.00	-226.00	39.9%
510 PERSONNEL							
160H511H 510200 WAGES - SALARIED	0	0	2,214.69	.00	.00	-2,214.69	100.0%*
160H511H 510300 WAGES - HOURLY	150,005	150,005	123,103.06	.00	.00	26,901.94	82.1%
160H511H 510750 FICA	8,934	8,934	7,384.90	.00	.00	1,549.10	82.7%
160H511H 510760 MEDICARE	2,089	2,089	1,727.10	.00	.00	361.90	82.7%
160H511H 510780 WORKERS COMPENSATI	1,938	1,938	1,327.16	.00	.00	610.84	68.5%
160H511H 510785 PFMLI TAX COUNTY S	0	0	228.51	.00	.00	-228.51	100.0%*

Wasco County, OR



YTD EXPENSE

FOR 2023 13

ACCOUNTS FOR: 1600 BUILDING CODES - ELECTRICAL	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
160H511H 510810 PERS	13,761	13,761	11,127.98	.00	.00	2,633.02	80.9%
160H511H 510900 HEALTH INSURANCE	19,139	19,139	18,710.80	.00	.00	428.20	97.8%
160H511H 510910 DENTAL INSURANCE	782	782	721.33	.00	.00	60.67	92.2%
160H511H 510920 LONG TERM DISABILI	601	601	504.44	.00	.00	96.56	83.9%
160H511H 510930 LIFE INSURANCE	37	37	31.50	.00	.00	5.50	85.1%
TOTAL PERSONNEL	197,286	197,286	167,081.47	.00	.00	30,204.53	84.7%
520 MATERIALS & SERVICES							
160H511I 521600 ADMINISTRATIVE COS	10,173	10,173	10,173.00	.00	.00	.00	100.0%
160H511I 522100 TELEPHONE	0	0	.66	.00	.00	-.66	100.0%*
160H511I 523100 RENT - LAND/BUILD	9,668	9,668	9,668.04	.00	.00	-.04	100.0%*
160H511I 523500 MEALS LODGING & RE	3,000	3,000	.00	.00	.00	3,000.00	.0%
160H511I 523510 TRAVEL & MILEAGE	196	196	.00	.00	.00	196.00	.0%
160H511I 523515 GAS & OIL	3,000	3,000	2,654.62	.00	.00	345.38	88.5%
160H511I 526105 SUPPLIES - OFFICE	300	300	.00	.00	.00	300.00	.0%
160H511I 528175 STATE 12% SURCHARG	12,000	12,000	4,160.11	.00	.00	7,839.89	34.7%
160H521I 521120 LEGAL NOTICES & PU	300	300	.00	.00	.00	300.00	.0%
160H521I 521125 POSTAGE	200	200	.00	.00	.00	200.00	.0%
160H521I 521500 CONTRACTED SERVICE	1,000	1,000	.00	.00	.00	1,000.00	.0%
160H521I 522100 TELEPHONE	800	800	504.06	.00	.00	295.94	63.0%
160H521I 523500 MEALS LODGING & RE	0	0	157.06	.00	.00	-157.06	100.0%*
160H521I 523515 GAS & OIL	0	0	52.45	.00	.00	-52.45	100.0%*
160H521I 524100 DUES & SUBSCRIPTIO	500	500	793.85	.00	.00	-293.85	158.8%*
160H521I 525115 R&M - EQUIPMENT	1,000	1,000	.00	.00	.00	1,000.00	.0%
160H521I 525125 R&M - VEHICLE	500	500	1,053.32	.00	.00	-553.32	210.7%*
160H521I 526105 SUPPLIES - OFFICE	0	0	348.47	.00	.00	-348.47	100.0%*
TOTAL MATERIALS & SERVICES	42,637	42,637	29,565.64	.00	.00	13,071.36	69.3%
570 CONTINGENCY							
160C51DN 570000 CONTINGENCY	113,891	113,891	.00	.00	.00	113,891.00	.0%
TOTAL CONTINGENCY	113,891	113,891	.00	.00	.00	113,891.00	.0%
590 UNAPPROPRIATED							
160U51EP 590000 UNAPPROPRIATED	421,935	421,935	.00	.00	.00	421,935.00	.0%
TOTAL UNAPPROPRIATED	421,935	421,935	.00	.00	.00	421,935.00	.0%

YTD EXPENSE

FOR 2023 13

ACCOUNTS FOR: 1600	BUILDING CODES - ELECTRICAL	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
	TOTAL BUILDING CODES - ELECTRICAL	0	0	-608,524.15	.00	.00	608,524.15	100.0%
	TOTAL REVENUES	-775,749	-775,749	-805,171.26	.00	.00	29,422.26	
	TOTAL EXPENSES	775,749	775,749	196,647.11	.00	.00	579,101.89	

YTD EXPENSE

FOR 2023 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	0	0	-5,261,532.81	.00	.00	5,261,532.81	100.0%
** END OF REPORT - Generated by Kylee Ruby **							

Wasco County, OR



YTD EXPENSE

FOR 2024 06

ACCOUNTS FOR: 1500 BUILDING CODES GENERAL	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
400 BEGINNING FUND BALANCE							
150N51G1 400000 BEGINNING FUND BAL	-3,140,929	-3,140,929	-4,653,008.66	.00	.00	1,512,079.66	148.1%
TOTAL BEGINNING FUND BALANCE	-3,140,929	-3,140,929	-4,653,008.66	.00	.00	1,512,079.66	148.1%
411 LICENSES-FEES & PERMITS							
150H5113 411550 MANUFACTURED DWELL	-5,500	0	.00	.00	.00	.00	.0%
150H5113 411600 STRUCTURAL PERMIT	-250,000	0	-9.03	.00	.00	9.03	100.0%
150H5113 411650 MECHANICAL PERMIT	-50,000	0	.00	.00	.00	.00	.0%
150H5113 411700 PLUMBING PERMIT	-60,000	0	.00	.00	.00	.00	.0%
150H5113 411900 STATE 12% SURCHARG	-100,000	-100,000	-72,338.05	-4,886.51	.00	-27,661.95	72.3%*
150H5213 411550 MANUFACTURED DWELL	0	-5,500	-2,165.36	.00	.00	-3,334.64	39.4%*
150H5213 411600 STRUCTURAL PERMIT	0	-250,000	-1,033,029.61	-60,110.38	.00	783,029.61	413.2%
150H5213 411650 MECHANICAL PERMIT	0	-50,000	-26,796.01	-2,664.35	.00	-23,203.99	53.6%*
150H5213 411700 PLUMBING PERMIT	0	-60,000	-27,916.86	-1,819.91	.00	-32,083.14	46.5%*
TOTAL LICENSES-FEES & PERMITS	-465,500	-465,500	-1,162,254.92	-69,481.15	.00	696,754.92	249.7%
417 INVESTMENT EARNINGS							
150N5199 417100 INTEREST EARNED	-60,877	-60,877	-96,403.46	-19,280.77	.00	35,526.46	158.4%
TOTAL INVESTMENT EARNINGS	-60,877	-60,877	-96,403.46	-19,280.77	.00	35,526.46	158.4%
421 MISCELLANEOUS							
150H511D 421105 PAYROLL REIMBURSEM	0	0	-300.00	-75.00	.00	300.00	100.0%
150H511D 421300 ADMIN/CONSTRUCTION	-300,000	-300,000	-61,133.45	-7,582.38	.00	-238,866.55	20.4%*
TOTAL MISCELLANEOUS	-300,000	-300,000	-61,433.45	-7,657.38	.00	-238,566.55	20.5%
510 PERSONNEL							
150H511H 510200 WAGES - SALARIED	0	0	43,240.39	9,966.03	.00	-43,240.39	100.0%*

Wasco County, OR



YTD EXPENSE

FOR 2024 06

ACCOUNTS 1500	FOR: BUILDING	CODES GENERAL	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
150H511H	510300	WAGES - HOURLY	327,133	327,133	63,288.53	17,009.73	.00	263,844.47	19.3%
150H511H	510750	FICA	20,282	20,282	6,224.59	1,555.09	.00	14,057.41	30.7%
150H511H	510760	MEDICARE	4,743	4,743	1,456.70	363.68	.00	3,286.30	30.7%
150H511H	510780	WORKERS COMPENSATI	4,229	4,229	232.39	345.94	.00	3,996.61	5.5%
150H511H	510785	PFMLI TAX COUNTY S	1,308	1,308	395.57	94.60	.00	912.43	30.2%
150H511H	510810	PERS	29,050	29,050	10,493.33	2,058.21	.00	18,556.67	36.1%
150H511H	510820	PERS SIDE ACCOUNT	12,800	12,800	12,800.00	12,800.00	.00	.00	100.0%
150H511H	510900	HEALTH INSURANCE	52,113	52,113	19,658.05	5,678.41	.00	32,454.95	37.7%
150H511H	510910	DENTAL INSURANCE	2,008	2,008	730.27	204.61	.00	1,277.73	36.4%
150H511H	510920	LONG TERM DISABILI	1,321	1,321	593.10	141.66	.00	727.90	44.9%
150H511H	510930	LIFE INSURANCE	185	185	41.89	9.91	.00	143.11	22.6%
TOTAL PERSONNEL			455,172	455,172	159,154.81	50,227.87	.00	296,017.19	35.0%

520 MATERIALS & SERVICES

150H511I	521120	LEGAL NOTICES & PU	900	900	.00	.00	.00	900.00	.0%
150H511I	521125	POSTAGE	300	300	.00	.00	.00	300.00	.0%
150H511I	521500	CONTRACTED SERVICE	10,000	10,000	.00	.00	.00	10,000.00	.0%
150H511I	521600	ADMINISTRATIVE COS	35,413	35,413	350.00	350.00	.00	35,063.00	1.0%
150H511I	522100	TELEPHONE	2,500	2,500	.00	.00	.00	2,500.00	.0%
150H511I	523100	RENT - LAND/BUILD	14,720	14,720	10,200.00	1,700.00	.00	4,520.00	69.3%
150H511I	523500	MEALS LODGING & RE	10,000	10,000	.00	.00	.00	10,000.00	.0%
150H511I	523510	TRAVEL & MILEAGE	275	275	.00	.00	.00	275.00	.0%
150H511I	523515	GAS & OIL	4,000	4,000	476.70	254.61	.00	3,523.30	11.9%
150H511I	524100	DUES & SUBSCRIPTIO	2,500	2,500	.00	.00	.00	2,500.00	.0%
150H511I	525115	R&M - EQUIPMENT	2,000	2,000	.00	.00	.00	2,000.00	.0%
150H511I	525125	R&M - VEHICLE	3,000	3,000	.00	.00	.00	3,000.00	.0%
150H511I	526105	SUPPLIES - OFFICE	3,000	3,000	.00	.00	.00	3,000.00	.0%
150H511I	528170	CONSTRUCTION EXCIS	300,000	300,000	.00	.00	.00	300,000.00	.0%
150H511I	528175	STATE 12% SURCHARG	100,000	100,000	.00	.00	.00	100,000.00	.0%
150H521I	521500	CONTRACTED SERVICE	0	0	8,353.36	193.51	.00	-8,353.36	100.0%*
150H521I	522100	TELEPHONE	0	0	1,029.20	180.72	.00	-1,029.20	100.0%*
150H521I	523500	MEALS LODGING & RE	0	0	3,624.53	152.01	.00	-3,624.53	100.0%*
150H521I	523510	TRAVEL & MILEAGE	0	0	61.84	.00	.00	-61.84	100.0%*
150H521I	524100	DUES & SUBSCRIPTIO	0	0	2,074.94	566.40	.00	-2,074.94	100.0%*
150H521I	525125	R&M - VEHICLE	0	0	16.25	.00	.00	-16.25	100.0%*
150H521I	526105	SUPPLIES - OFFICE	0	0	1,601.17	442.70	.00	-1,601.17	100.0%*
TOTAL MATERIALS & SERVICES			488,608	488,608	27,787.99	3,839.95	.00	460,820.01	5.7%

530 CAPITAL OUTLAY

150H511J	533105	BUILDING IMPROVEME	600,000	600,000	.00	.00	.00	600,000.00	.0%
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Wasco County, OR



YTD EXPENSE

FOR 2024 06

ACCOUNTS FOR: 1500 BUILDING CODES GENERAL	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
TOTAL CAPITAL OUTLAY	600,000	600,000	.00	.00	.00	600,000.00	.0%
570 CONTINGENCY							
150C51DN 570000 CONTINGENCY	291,280	291,280	.00	.00	.00	291,280.00	.0%
TOTAL CONTINGENCY	291,280	291,280	.00	.00	.00	291,280.00	.0%
590 UNAPPROPRIATED							
150U51EP 590000 UNAPPROPRIATED	2,132,246	2,132,246	.00	.00	.00	2,132,246.00	.0%
TOTAL UNAPPROPRIATED	2,132,246	2,132,246	.00	.00	.00	2,132,246.00	.0%
TOTAL BUILDING CODES GENERAL	0	0	-5,786,157.69	-42,351.48	.00	5,786,157.69	100.0%
TOTAL REVENUES	-3,967,306	-3,967,306	-5,973,100.49	-96,419.30	.00	2,005,794.49	
TOTAL EXPENSES	3,967,306	3,967,306	186,942.80	54,067.82	.00	3,780,363.20	

Wasco County, OR



YTD EXPENSE

FOR 2024 06

ACCOUNTS FOR:	BUILDING CODES - ELECTRICAL	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
400 BEGINNING FUND BALANCE								
160N51G1	400000 BEGINNING FUND BAL	-560,626	-560,626	-608,524.15	.00	.00	47,898.15	108.5%
	TOTAL BEGINNING FUND BALANCE	-560,626	-560,626	-608,524.15	.00	.00	47,898.15	108.5%
411 LICENSES-FEES & PERMITS								
160H5113	411500 RENEWABLE ELECTRIC	-4,802	0	.00	.00	.00	.00	.0%
160H5113	411800 ELECTRICAL PERMIT	-85,015	0	.00	.00	.00	.00	.0%
160H5113	411900 STATE 12% SURCHARG	-12,000	-12,000	-7,224.27	-1,630.33	.00	-4,775.73	60.2%*
160H5213	411500 RENEWABLE ELECTRIC	0	-4,802	-966.46	.00	.00	-3,835.54	20.1%*
160H5213	411800 ELECTRICAL PERMIT	0	-85,015	-46,231.03	-5,157.51	.00	-38,783.97	54.4%*
	TOTAL LICENSES-FEES & PERMITS	-101,817	-101,817	-54,421.76	-6,787.84	.00	-47,395.24	53.5%
417 INVESTMENT EARNINGS								
160N5199	417100 INTEREST EARNED	-11,255	-11,255	-11,046.17	-1,921.09	.00	-208.83	98.1%*
	TOTAL INVESTMENT EARNINGS	-11,255	-11,255	-11,046.17	-1,921.09	.00	-208.83	98.1%
421 MISCELLANEOUS								
160H511D	421105 PAYROLL REIMBURSEM	-376	-376	-1,800.00	-1,125.00	.00	1,424.00	478.7%
	TOTAL MISCELLANEOUS	-376	-376	-1,800.00	-1,125.00	.00	1,424.00	478.7%
510 PERSONNEL								
160H511H	510200 WAGES - SALARIED	0	0	4,798.48	1,107.34	.00	-4,798.48	100.0%*
160H511H	510300 WAGES - HOURLY	146,163	146,163	41,285.10	9,150.16	.00	104,877.90	28.2%
160H511H	510750 FICA	9,062	9,062	2,713.19	602.83	.00	6,348.81	29.9%
160H511H	510760 MEDICARE	2,119	2,119	635.30	141.00	.00	1,483.70	30.0%

Wasco County, OR



YTD EXPENSE

FOR 2024 06

ACCOUNTS FOR:	ORIGINAL	REVISED	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
1600 BUILDING CODES - ELECTRICAL	APPROP	BUDGET				BUDGET	USE/COL
160H511H 510780 WORKERS COMPENSATI	1,887	1,887	153.33	131.60	.00	1,733.67	8.1%
160H511H 510785 PFMLI TAX COUNTY S	585	585	171.72	36.33	.00	413.28	29.4%
160H511H 510810 PERS	12,981	12,981	4,823.05	1,004.23	.00	8,157.95	37.2%
160H511H 510820 PERS SIDE ACCOUNT	8,000	8,000	8,000.00	8,000.00	.00	.00	100.0%
160H511H 510900 HEALTH INSURANCE	19,139	19,139	6,733.48	1,565.18	.00	12,405.52	35.2%
160H511H 510910 DENTAL INSURANCE	782	782	251.37	57.43	.00	530.63	32.1%
160H511H 510920 LONG TERM DISABILI	570	570	238.71	59.90	.00	331.29	41.9%
160H511H 510930 LIFE INSURANCE	72	72	14.36	3.59	.00	57.64	19.9%
TOTAL PERSONNEL	201,360	201,360	69,818.09	21,859.59	.00	131,541.91	34.7%
520 MATERIALS & SERVICES							
160H511I 521120 LEGAL NOTICES & PU	300	300	.00	.00	.00	300.00	.0%
160H511I 521125 POSTAGE	200	200	.00	.00	.00	200.00	.0%
160H511I 521500 CONTRACTED SERVICE	1,000	1,000	.00	.00	.00	1,000.00	.0%
160H511I 521600 ADMINISTRATIVE COS	11,190	11,190	.00	.00	.00	11,190.00	.0%
160H511I 522100 TELEPHONE	800	800	.00	.00	.00	800.00	.0%
160H511I 523100 RENT - LAND/BUILD	9,813	9,813	.00	.00	.00	9,813.00	.0%
160H511I 523500 MEALS LODGING & RE	3,000	3,000	.00	.00	.00	3,000.00	.0%
160H511I 523510 TRAVEL & MILEAGE	196	196	.00	.00	.00	196.00	.0%
160H511I 523515 GAS & OIL	3,000	3,000	1,949.65	156.25	.00	1,050.35	65.0%
160H511I 524100 DUES & SUBSCRIPTIO	500	500	.00	.00	.00	500.00	.0%
160H511I 525115 R&M - EQUIPMENT	1,000	1,000	.00	.00	.00	1,000.00	.0%
160H511I 525125 R&M - VEHICLE	500	500	.00	.00	.00	500.00	.0%
160H511I 526105 SUPPLIES - OFFICE	300	300	.00	.00	.00	300.00	.0%
160H511I 528175 STATE 12% SURCHARG	12,000	12,000	.00	.00	.00	12,000.00	.0%
160H521I 521500 CONTRACTED SERVICE	0	0	96.69	.00	.00	-96.69	100.0%*
160H521I 522100 TELEPHONE	0	0	207.39	41.86	.00	-207.39	100.0%*
160H521I 524100 DUES & SUBSCRIPTIO	0	0	537.78	121.60	.00	-537.78	100.0%*
160H521I 525125 R&M - VEHICLE	0	0	434.96	.00	.00	-434.96	100.0%*
160H521I 526105 SUPPLIES - OFFICE	0	0	46.06	14.97	.00	-46.06	100.0%*
TOTAL MATERIALS & SERVICES	43,799	43,799	3,272.53	334.68	.00	40,526.47	7.5%
570 CONTINGENCY							
160C51DN 570000 CONTINGENCY	113,891	113,891	.00	.00	.00	113,891.00	.0%
TOTAL CONTINGENCY	113,891	113,891	.00	.00	.00	113,891.00	.0%
590 UNAPPROPRIATED							

YTD EXPENSE

FOR 2024 06

ACCOUNTS FOR:	ORIGINAL	REVISED					AVAILABLE	PCT
1600 BUILDING CODES - ELECTRICAL	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES		BUDGET	USE/COL
160U51EP 590000 UNAPPROPRIATED	315,024	315,024	.00	.00	.00		315,024.00	.0%
TOTAL UNAPPROPRIATED	315,024	315,024	.00	.00	.00		315,024.00	.0%
TOTAL BUILDING CODES - ELECTRICAL	0	0	-602,701.46	12,360.34	.00		602,701.46	100.0%
TOTAL REVENUES	-674,074	-674,074	-675,792.08	-9,833.93	.00		1,718.08	
TOTAL EXPENSES	674,074	674,074	73,090.62	22,194.27	.00		600,983.38	

YTD EXPENSE

FOR 2024 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	0	0	-6,388,859.15	-29,991.14	.00	6,388,859.15	100.0%
** END OF REPORT - Generated by Kylee Ruby **							



Matthew Ellis, District Attorney
Sally Carpenter, Senior Deputy District Attorney
Caleb Berthelsen, Deputy District Attorney
Danielle DeCant, Deputy District Attorney
Kara Davis, Special Deputy District Attorney
Julie Dalton, Office Manager

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January 22, 2024

District Attorney Report to the City of The Dalles

In 2019, The Dalles Municipal Court stopped taking criminal cases. Due to the increase in caseload that it would cause to the Wasco County District Attorney's Office (WCDA), the City of The Dalles and Wasco County created an Intergovernmental Agreement (IGA). In the IGA, The City of The Dalles agreed to give \$80,000 with incremental increase each year to the WCDA budget. The City is not required to give that money. The District Attorney's Office is a County office that prosecutes crimes under State statutes. The office receives referrals from City, County, and State Law Enforcement Agencies.

This report is not meant to be solicitous. Rather, it is meant to inform the City Council about the operations and structure of the office, caseloads, and statistics.

Budget

The majority of the funding for the office comes from the County, with the State providing some funds through grants and paying the salary and benefits for the Elected District Attorney, as a State employee. Currently, the WCDA Office's budget is approximately \$1.13 million. A little more than \$100K comes from grants to victim advocacy. The budget includes the salaries and county benefits for all Deputy District Attorneys and Office Staff, as Wasco County employees. It does not include the salary and benefits to the elected District Attorney, as a State employee. The City's contribution to the budget is approximately 8% of the total budget. The IGA does not fully fund a deputy district attorney position, but it does fully fund any staff position.

Prior to 2021, the IGA financed a Paralegal position at WCDA. The paralegal was the highest paid non-attorney position in the office. The individual in that position left the office just prior to the administration change. A paralegal is a position more suited for a civil firm, and not a prosecutor's office, so I made the decision to terminate that position. Given an increase in the budget from the county, I was able to add another Deputy District Attorney and another Chief Legal Secretary. Without the money from the IGA, one of those two positions will have to be cut.

Current Office Positions

The Wasco County District Attorney's Office currently consists of eleven (11) staff members. The office staff breaks down as follows: four attorneys, including the elected DA, two victim advocates, an office manager/chief legal secretary, two chief legal secretaries, a discovery clerk, and an office assistant.

Though there is no Bar standard for maximum caseloads for prosecutors, the American Bar Association (ABA) has released standards for maximum caseloads for Criminal Defense Attorneys. Per the ABA standards, a felony criminal defense attorney should carry no more than 150 cases per year, a misdemeanor attorney should carry no more than 400 non-traffic cases per year, and a juvenile attorney should carry no more than 200 cases per year. These numbers should not be used as firm numbers, but just as a rough guideline to the amount of cases a criminal attorney should carry without being overwhelmed or burnt out.

Beyond caseloads, our attorneys and staff are required to participate in State mandated requirements of all District Attorney offices (some of which are unfunded) such as the Multi-Disciplinary Team for both adults and juveniles, tracking and reporting U Visas, tracking and reporting Bias crimes, policy requirements, Sexual Assault Response Team reviews, Child Fatality Reviews, and keeping up with our Grants which fund victim services. One attorney is on call every weekend to respond to law enforcement questions and go the crime scenes, if needed. I personally staff cases with the Wasco County Juvenile Department, even when nothing is ever filed with the court.

The Life of an Adult Criminal Case: A justice system flowchart

1. Incident. An incident occurs within Wasco Co in which a public safety response may be needed.
2. Response. Emergency Communications triage the communication and determine which responding agency is best suited to respond to the incident (police, fire, medical).
3. Law Enforcement. The appropriate law enforcement agency responds.
 - a. If probable cause exists (more likely than not than a certain individual committed a specific crime), then police may arrest the person or issue a citation.
 - b. Police may send recommendations to the District Attorney's Office without issuing a citation or arresting the individual.
 - c. Police also have the option of providing service referrals or take no action.
4. County Jail NORCOR. Individuals taken into custody or arrested on a warrant may be booked into NORCOR where they are given a risk assessment.
5. Pre-Trial Release
 - a. Defendants may be held until their first Court appearance (Arraignment). If a defendant is held, then the judge will see the defendant the next business day on the in-custody WebEx docket.
 - b. If the individual meets the mandated release criteria in the Presiding Judge's Order, then the defendant will be released with an order to appear three weeks later on the Monday out-of-custody docket

6. Intake and Case Review

- a. Law enforcement will send reports and gathered evidence to the District Attorney's Office.
- b. Office staff will create a file with the recommended charges, reports, and other evidence needed for the prosecutor assigned to the case.
- c. The assigned prosecutor will review the evidence and make a decision about what charges should be filed.
- d. If the prosecutor declines prosecution on a matter, then the prosecutor will notify the arresting officer with an email or disposition memo.
- e. If a felony is charged, the case will be set and presented to the Grand Jury to make a decision on whether the case should be indicted
- f. If the case involves a victim, the victim advocates will make every effort to notify the victim(s) about a charging decision, get the victim's opinion on release of the defendant, assist with any services a victim may need, and inform the victim of upcoming court dates. The victim advocates and attorneys will make efforts to stay in contact with victims through the life of the case.

7. Initial Court Appearance

- a. At the first court appearance, a defendant is given the opportunity to invoke the Constitutional right to have an attorney. Many defendants are provided court-appointed attorneys. Some retain their own attorney.
- b. If a Defendant is in custody, the prosecution gives a release recommendation to the judge, and defense will argue for release. It is ultimately up to the judge to release a defendant with court-ordered conditions or set a bail amount. A victim will also have the opportunity to give an opinion to the judge concerning release.

8. Grand Jury

- a. If a case needs to go to Grand Jury, prosecutors will make sure the proceeding is scheduled in an appropriate period.
- b. District Attorney Staff will coordinate with witnesses, the court, and grand jurors to ensure there is space and time for all cases that need to be indicted.
- c. Victim Advocates will assist with victim, doing all they can to make the victims comfortable in a court like setting.

9. Defense and Discovery

- a. After a defendant is arraigned and has a defense attorney, District Attorney Staff will work with defense to make sure all discovery (reports, audio/video, witness lists) is sent to the defendant's attorney.
- b. The defense attorney will review the discovery and meet with defendant to assess strengths and weaknesses to the case.

10. Court and Disposition

- a. Defendants can go to trial or accept a plea bargain. The vast majority of charged cases result in a plea bargain.
- b. Options for case resolution outside trial include, but are not limited to
 - i. Conviction with incarceration
 - ii. Conviction with probation

- iii. Diversion (probation conditions that will result in dismissal if those conditions are met)
- iv. Civil Compromise (agreement on property cases to pay a victim an agreed upon sum to avoid conviction)
- v. Entry into one of the 7th Judicial District Specialty Courts
- vi. Guilty Except Insanity (GEI). Requires commitment to the Psychiatric Security Review Board.

c. Trial

- i. If convicted, then the defendant will be sentenced by the judge
- ii. Defendant can be found not guilty if the State cannot prove the charge beyond a reasonable doubt
- iii. Trial is risky for both sides, because it takes the result out of the attorney's hands. Trials also create appeal issues that may make a case drag on for a victim, even after the trial is concluded.

11. Probation/Incarceration

- a. Several agencies will still be involved with a case after it has resolved.
 - i. Courts and the District Attorney's Office monitor bench/misdemeanor probation and certain diversions.
 - ii. Courts will collect fines and restitution, then pay the restitution to a victim.
 - iii. Parole and Probation monitor felony and certain misdemeanor probation, as well as Community Work Service.
 - iv. NORCOR is staffed by the Sheriff's Office
 - v. Prisons are operated by the Oregon State Department of Corrections
- b. If a probationer violates the terms of their probation, then the District Attorney's Office, courts, and defense attorneys may be involved in the case again.
 - i. A formal probation violation (PV) will result the District Attorney's office filing a motion for the PV, arraignment, appointment of an attorney, discovery process, and plea negotiating (similar to a new case).
 - ii. When a probation violation occurs, the result could be more jail time, or depending on the conviction, a revocation of probation with prison time.
 - iii. In some instances, when probation violations are the result of addiction or mental health issues, the probationer may have the option of joining one of the 7th Judicial District Specialty Courts to avoid a probation revocation.

Court Dockets

Our attorneys are in court every day. Every Monday, there are three out-of-custody defendant dockets. At 8:30am, new arraignments. At 10:30am, trial call and felony plea dockets. At 2:30pm, misdemeanor plea dockets. These dockets are in person, and always conducted in the large, upstairs courtroom of the Wasco County Courthouse.

There are in custody dockets every day the court is open at 1:15pm, which are open to the public, and can be observed via WebEx.

Every Wednesday morning, we have Grand Jury. These proceedings are not open to the public and the location varies, based on court and county space needs.

On Thursdays, we have our specialty courts. Both courts are open to the public in the basement courtroom. At 9:30am, Judge Ostrye presides over the Treatment Court. At 2:15pm and 4pm, Judge Olson presides over the Aid and Assist and Mental Health Court respectively. At 2:15pm, he takes status on those defendants who have been charged with a crime, but are mentally ill and cannot aid and assist in their own defense. At 4pm, he hears the participants in the Mental Health Court program. Both judges sit in The Dalles on the 1st and 3rd Thursdays of the month, and sit in Hood River on the 2nd and 4th Thursdays, appearing via video.

Referrals and Cases by Law Enforcement Agency

Our three main law enforcement partners are Oregon State Police (OSP), Wasco County Sheriff's Office (WCSO), and The Dalles City Police (TDCP). The charts below give a seven-year window into the amount of referrals to the Wasco County District Attorney's (WCDA), the amount of criminal cases filed, and the rate at which cases are filed, sorted by the three law enforcement agencies.

Referrals by Agency	2017	2018	2019	2020	2021	2022	2023
Total	1215	1325	1536	1521	1443	1590	1553
OSP	309	360	328	242	277	248	234
WCSO	412	426	404	363	304	430	366
TDCP	510	613	842	970	889	973	935

Criminal Cases Filed by Agency	2017	2018	2019	2020	2021	2022	2023
Total	768	898	954	980	953	1047	1026
OSP	262	313	259	195	219	201	196
WCSO	241	272	192	162	179	276	212
TDCP	286	396	533	670	607	644	636

Charge Rate by Agency	2017	2018	2019	2020	2021	2022	2023
Total	63.2%	67.8%	62.1%	64.4%	66.0%	65.8%	66.1%
OSP	84.8%	86.9%	79.0%	80.6%	79.1%	81.0%	83.8%
WCSO	58.5%	63.8%	47.5%	44.6%	58.9%	64.2%	57.9%
TDCP	56.1%	64.6%	63.3%	69.1%	68.3%	66.2%	68.0%

Case Increases from The City of The Dalles

The charts below summarize the increase in workload WCDA has received from TDCP. The first chart is similar to those above, indicating the increase in referrals and cases from the city. The line for misdemeanors was added, as those are the cases that would have otherwise gone to the Municipal Court in the past. The second chart shows the increase in the percentage of the WCDA workload that comes from The Dalles City Police. In my entire time in office, more than 60% of our law enforcement referrals and charged cases have come from the TDCP.

	2017	2018	2019	2020	2021	2022	2023
Total Cases Charged	768	898	954	980	953	1047	1026
Total Cases Charged from City Referrals	286	396	533	670	610	644	636
Total Misdemeanor Cases Charged from City Referrals	174	281	412	557	519	502	505
Percent of City Cases Charged	56.1%	64.6%	63.3%	69.1%	68.6%	66.2%	68.0%

City Referrals	510	613	842	970	889	973	935
Total Referrals from all agencies	1215	1325	1536	1521	1443	1590	1553
Percent of WCDA cases charged from city referrals	37.2%	44.1%	55.9%	68.4%	64.0%	61.5%	62.0%
Percent of WCDA cases referred from the city	42.0%	46.3%	54.8%	63.8%	61.6%	61.2%	60.2%

Conclusion

This report should give the City Council a better understanding of the WCDA operations and workload. If the City decides to terminate the IGA with WCDA, Wasco County will be forced to make a decision on cutting a current position. Regardless of the Council's decision, WCDA will work closely with our city partners, and make all efforts to continue to review and prosecute all the referrals that come to the office.



Matthew Ellis
Wasco County District Attorney

Before Remapping

E 11TH ST

E 11TH ST

11TH ST

SWSE

E 12TH ST

After Remapping

