



## March 20, 2024 BOCC Regular Session

Wasco County

511 Washington Street, Suite 302

Mar 20, 2024 9:00 AM - 12:00 PM PDT

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## AGENDA: REGULAR SESSION

WEDNESDAY, MARCH 20, 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](tel:1-253-215-8782) Meeting ID: 3957734524#

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

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

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

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

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

9:00 a.m.	<b>CALL TO ORDER/PLEDGE OF ALLEGIANCE</b> 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. <b>Corrections or Additions to the Agenda</b> <b>Discussion Items:</b> Homeland Security Grant Application; Park & Rec Grant Application; Museum Appointment; Finance Report (Routine Items or Items of general Commission discussion/action, not otherwise listed on the Agenda) <b>Consent Agenda:</b> 3.6.2024 Regular Session Minutes (Items of a routine nature: minutes, documents, items previously discussed.) <b>Public Comment at the discretion of the Chair (3 minute limit unless extended by Chair)</b>
9:15 a.m.	Code Compliance Ordinance Updates Direction – Ted Palmer/Kelly Howsley-Glover
9:45 a.m.	Veteran’s Service Office Updates/Liaison Appointment – Elijah Preston
10:00 a.m.	Work Session –Wasco County Information System Partner Services/CGCC Agreement – Andrew Burke
	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 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) – Security Programs, ORS 192.660(2)(n) – Security Programs



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
MARCH 20, 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 (virtual)  
Scott Hege, Vice-Chair  
Phil Brady, County Commissioner  
STAFF: Kathy Clark, Executive Assistant  
Tyler Stone, Administrative Officer

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

**Discussion Item – Homeland Security Grant Application**

Emergency Manager Sheridan McClellan explained that the State has funds available and requested applications for projects that can be completed by July 1, 2024.

Sheriff's Deputy Veracruz explained that he serves on the NORTAC Team, a multi-jurisdictional special weapons and tactical team founded in 2020 and augmented by The Dalles Police Department. The team has identified a need for technical advancement. Gilliam County has supplied the team with night vision and the team is currently working toward acquiring an armored vehicle. A robot has been discussed for officer and public safety. The team has reached out to other entities for guidance.

Vice-Chair Hege asked how the robot would be used. Deputy Veracruz provided some examples. He said that if a subject is barricaded in a home, it might take 4 officers to get into the door – that is 4 lives at risk. A robot would reduce the risk for both the subject and the officers. In a hostage situation, officers add pressure and tension; a robot would not have that effect.

Vice Chair Hege asked if this equipment will be a regional asset. Deputy Veracruz said that the team serves communities from Cascade Locks to Gilliam County.

Commissioner Brady observed that the robot also increases the time officers



have to make decisions; it actually enhances the humanity in crisis situations. He asked about the armored vehicle. Deputy Veracruz said that the team has access to an armored vehicle through the City of The Dalles, but it is not administratively at the disposal of the team. They are trying to fund a vehicle through NORTAC.

Commissioner Brady observed that some robots are designed for bomb response. Deputy Veracruz stated that Portland has a fleet of such robots and augments tactical teams in the area.

Chair Kramer stated his full support for this application. He said he is pleased to see these jurisdictional relationships that will make us all safer.

**\*\*\*The Board was in consensus for Emergency Management to move forward with an application for funding to acquire a tactical robot for the Northern Oregon Regional Tactical Response Team for counter-terrorism and emergency response.\*\*\***

**Discussion Item – Parks and Recreation Grant Application Support**

Administrative Services Director Ali Postlewait reviewed the memo included in the Board Packet.

Commissioner Brady asked if the funding will be for both planning and construction. Ms. Postlewait replied that there is already infrastructure as well as a design for the project. This will fund the continuation of the work.

Commissioner Brady asked that since this is an existing project, will it still require scenic area approval. Mr. Stone replied that we are going through a conditional use permitting process.

**{{{Chair Kramer moved to approve Resolution 24-002 authorizing Wasco County to apply for a Local Government Grant from the Oregon Parks and Recreation Department for the improvement of an RV park at the 159-acre County-owned property and authorizing the Director of Administrative services to sign the application. Commissioner Brady seconded the motion which passed unanimously.}}}**

**Agenda Item – Code Compliance Updates Direction**

Planning Director Kelly Howsley-Glover reviewed the education slides of the presentation included in the packet.

## Brief History

- **1955:** First LUDO (Zoning Ordinance). Fines \$100/day/violation. Matters went to Courts.
- **1970:** Enforcement conducted by Planning staff.
- **1986:** Columbia River Gorge National Scenic Area Act passed in Congress
- **1989:** Development of Chapter 15. Citations issued by PD or Sanitarian. Fines \$100 day/violation. Failure to appear at court resulted in an arrest warrant.
- **2004:** Planning Department presented to the County Court issues with addressing complaints without an FTE
- **2006:** A shared FTE between Planning & Public Health was trialed
- **2008:** County funded first FTE to address both public health and land use violations
- **2009:** First WCCCNAO was adopted
- **2012:** WCCCNAO amended
- **2016-2018:** Abatement Assistance Program

## Process to Combine Nuisance and Land Use Violations

- Joint effort between Public Health and Planning
- A Citizen Advisory Group was formed, four regional work sessions in 2007
- Countywide Public Notice
- Stated goal was to reduce citizen frustration with enforcement
- “Given the commitment to have a unified position, it was decided a unified nuisance ordinance would be more consistent and effective than the three ordinances required to currently implement both health and land use code compliance.”

- Clearly stated voluntary compliance goals
- Complaint aspect incorporated into the decision tree
- We still retain enforcement in both LUDOs, as well as revocation of CUPs

## Status of Current Program

- Re organized the program in 2020
- Eliminated anonymous complaints, based on data
- Nuisance cases take an average of 6 years to resolve
- Instituted a three tier priority schedule to reprioritize land use violations

Ms. Howsley-Glover explained that enforcement and abatement are the last resort. There is a complaint process with overlapping authorities which is why the ordinance is not more specific that we only react to complaints. With Land Use violations and NSA requirements, there are times when action must be taken without a complaint filed. She went on to say that we have seen a lot of turnover in this position due to the nuisance items that we do not have the capacity to address. We lowered the priority for those issues. Anonymous complaints were usually unfounded so we no longer accept those.

Ms. Howsley-Glover reviewed the proposed Triage Schedule:

**Priority 1 Violations:** Land use activities that impact environmental/natural resources, pose significant health and safety issues, or involve structures under construction that do not meet standards.

- Floodplain/drainage/wetland/riparian area disturbances (illegal crossings, development, grading, etc.)
- Dwellings or other structures without a permit
- Violations of conditions of approval for development permits
- Overgrown vegetation or violations of Fire Safety standards/defensible space

**Priority 2 Violations:** Land use or nuisance activities that pose health/safety issues or involve development that does not meet standards.

- Grading without permits
- Commercial/industrial/recreation activities without permits (includes home occupations, agricultural buildings converted to nonagricultural uses)
- Outdoor parking or storage of five or more operable vehicles

**Priority 3 Violations:** Nuisance violations that pose potential health and safety hazards.

- Junk accumulation
- Trash accumulation

## Prioritization

Violations will be addressed accordingly:

- a. Priority 1 Violations: 70% of staff time
- b. Priority 2 Violations: 20% of staff time
- c. Priority 3 Violations: 10% of staff time

Ms. Howsley-Glover explained that after changes were made to the prioritization of cases, the program went from an average of 60-70 open cases to 20-25 open cases at a time. We have successfully transitioned many from being out of compliance to getting a permit; this is good for them and good for the public. Our revisions are intended to continue this success by making it easier for staff and the public to understand the process. We are always trying to pursue voluntary compliance but in extreme cases, we need the enforcement tools.

Codes Compliance Officer Ted Palmer continued to review the presentation slides with a history of the case load.

## Program in Action

- Average 20 new cases per year (last 5 years), with average case load of 60 cases

### **First 5 years of program under WCCCNAO**

- Between 50 – 100 cases per year

### **Land Use vs. Nuisance (last 5 years)**

- Average of 10 land use cases per year
- Average of 8 nuisance cases per year



### Land Use

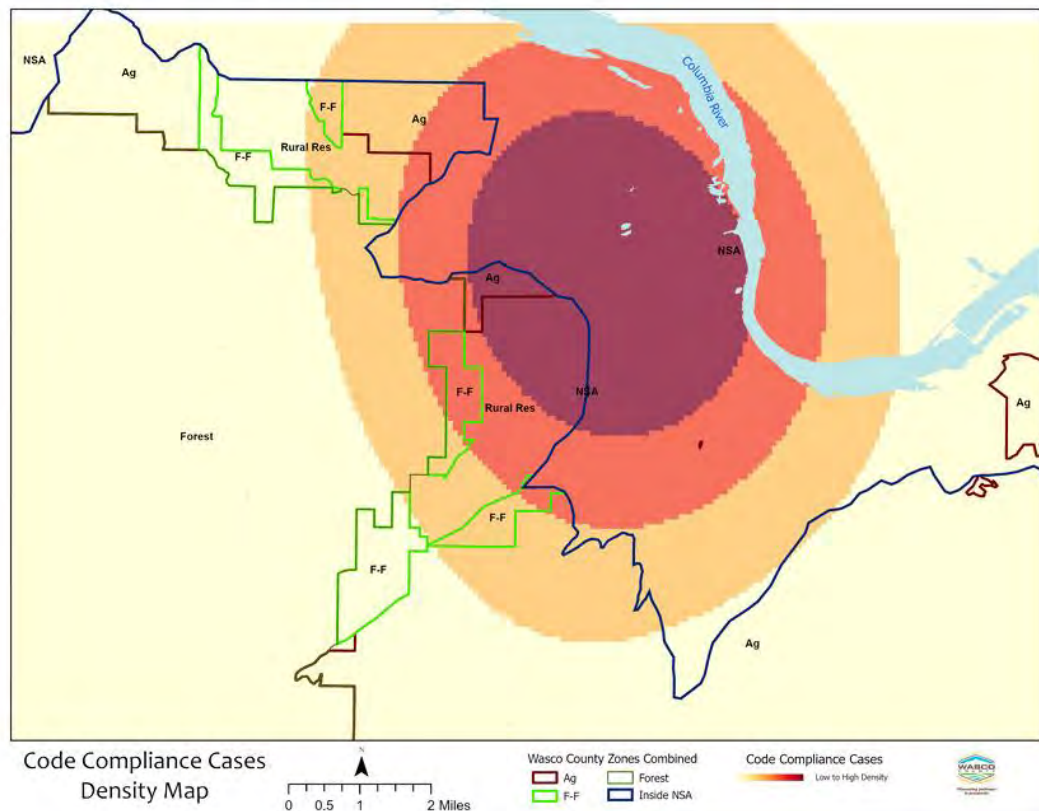
- Average 1.5 years to resolution
- Two long-standing cases, 4 years/10 years

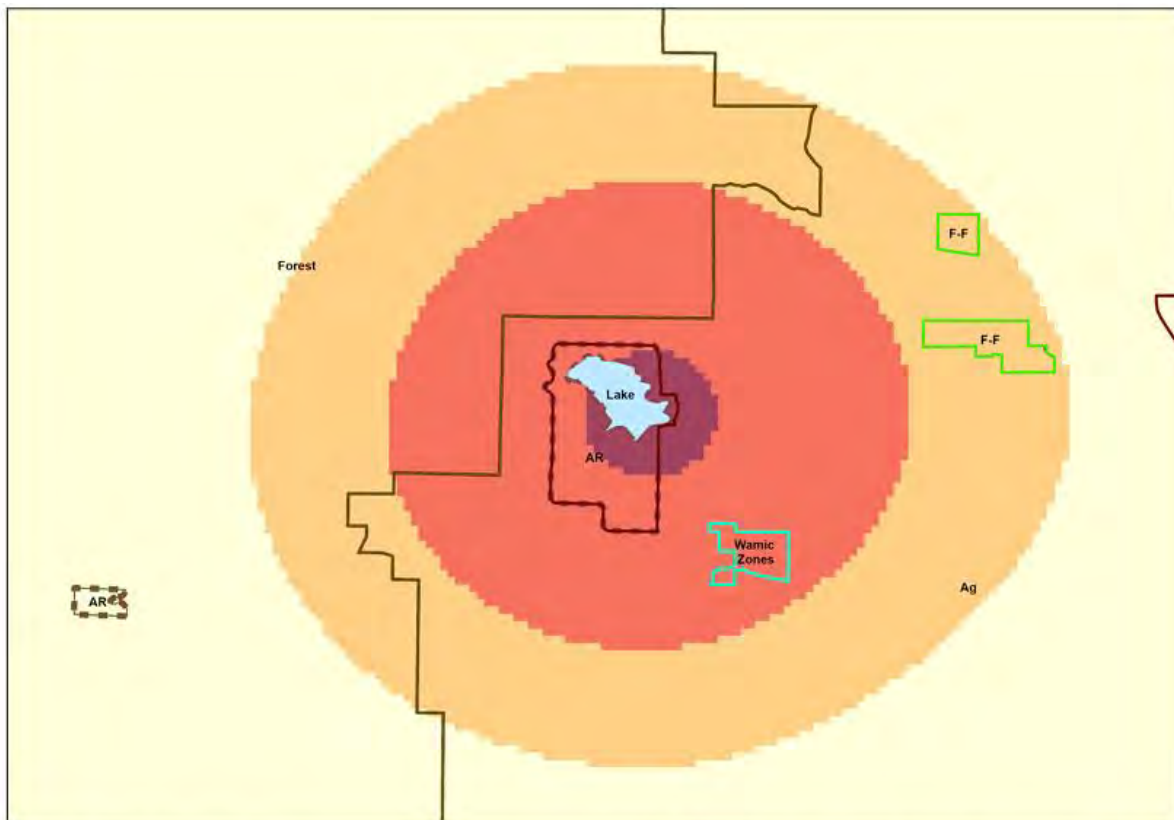
### Nuisance

- Average 1 year to resolution
- Five long-standing cases, 3yrs/10-13 years

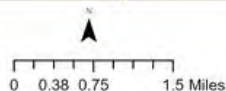
Mr. Palmer noted that the general concentration of complaints are in more populated areas where impact to neighbors is greater.

## Location and Zoning





Code Compliance Cases  
Density Map



Wasco County Zones Combined

AR	Forest
Ag	Lake
F-F	Wamic Zones

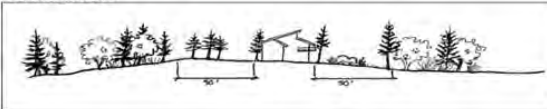
Code Compliance Cases  
Low to High Density



## Defensible Space Standards

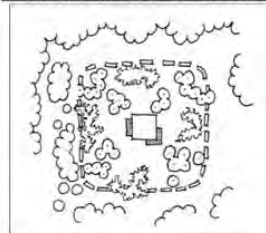
### Section 10.120 - Defensible Space - Clearing and Maintaining a Fire Fuel Break

#### DEFENSIBLE SPACE



Fire Fuel Break Includes: Irrigated fire resistant domestic plantings, low volume slow burning plantings, and trees encouraged to provide shade and ground cooling. Trees should be grouped. Groups of trees shall be spaced to avoid creation of a continuous tree canopy. Trees shall be kept in healthy fire resistant condition. Trees shall be limbed up to create a vacant area between ground fuels and canopy fuels. Under story vegetation shall be minimized and ground cover shall be kept trimmed low to the ground.

#### Is your building surrounded by a 50-foot wide fire fuel break?



Fire Fuel Break Area Plan View  
Illustration



Fire Fuel Break Area Sample

#### MAINTENANCE STANDARDS FOR FIRE FUEL BREAK AREA:

- Ground cover maximum 4 inches tall;
- Trees limbed up approximately 8 feet from the ground;
- Trees kept free from dead, dry, or flammable material;
- Ladder fuels must be removed;
- No shrubs or tall plants under trees;
- Shrubs only in isolated groupings that maximize edges of ornamental beds to avoid continuous blocks of ground fuel.

**DEFENSIBLE SPACE 10.120/11.120** – Please show building location(s) including a boundary for the 50 foot fire fuel break boundary on the site plan. Information shall be sufficient to demonstrate the following:  
**NOTE: Select either A or B.**

- A. You have identified site(s) for the proposed building(s) that allow for a full 50 foot fire fuel break either on the parcel or by easement over the necessary portion of an adjoining parcel;  
☐ Yes – Comment \_\_\_\_\_ ☐ No, See Attached Fire Safety Plan
- B. Your property is located in an exception area or smaller lot residential zone and building(s) are located to accommodate a 30 foot fire fuel break where a full 50 foot fire fuel break cannot be provided for.  
☐ Yes – Comment \_\_\_\_\_ ☐ No, See Attached Fire Safety Plan



Mr. Palmer reviewed the defensible space standards and provided examples of overgrowth that creates a fire hazard:



Mr. Palmer went on to explain that uncovered abandoned vehicles create a hazard as do tires due to deterioration.





Mr. Palmer reviewed the various updates that could be made to the Ordinance:

## Optional Updates

- **Environmental Violations**
  - Overgrown Vegetation and Grading
  - Enforceable through LUDOs
- **Updated “Purpose”**
  - Appropriate use of land
- **Updated/Added Definitions**
  - “Disabled Vehicle”
  - “Firewood”, “Firewood, Useable”
- **Condensing of Solid Waste/Junk Nuisances**
  - Retain current language with minor revisions



## Substantive

- **Scope: Solid Waste provisions applying to all Wasco County**
- **Modified Enforcement Authority**
- **Daily Penalties**
- **Changes to Solid Waste and Junk Nuisances**
  - Firewood, pallets, number of allowed tires
- **Vehicle Storage**
- **Changing 15-day Appeal Timeline**

## Non-Substantive

- **Restructuring Definitions**
- **Renumbering of Sections**
- **Restructuring Sections For Clarity**
  - Example- 2.025(B) Vehicle Storage

Ms. Howsley-Glover reviewed 4 proposed alternatives to move the update process forward:

## Alternative 1: No Action

Pros	Cons
Pause the process for more public input	Does not address citizen and BOCC concerns about enforcement/abatement
	Procedure still unclear/problematic
	Does not incorporate legal review recommendations

## Alternative 2: Proceed with Current Draft, remove only optional additions

Pros	Cons
Address citizen & BOCC enforcement concerns	Outstanding citizen concerns
Address legal review concerns	Will necessitate future updates
Makes transparent enforcement and abatement procedures	
Strengthens nexus to existing plans	
Little added cost	



## Feedback Classification

Non Substantive/Non Programmatic	Substantive/Programmatic
Clarify case initiation*	Agricultural exemptions
Improve clarity around some language/definitions	Evaluate/address existing violations like: firewood, vehicles, fill dirt
	Modifying appeal period
	Modifying enforcement authority
	Modifying abatement notices

## Alternative 3: Make Non-Substantive Edits

Pros	Cons
Offers more clarity on several items	Additional delays on enforcement
	Added cost



## Alternative 4: Make Substantive Edits

Pros	Cons
Expanded public input	3-5 year to adoption
Establish a new TAC	Opens up entire document to varied feedback
Could eliminate the need for more regular updates	Requires CRGC concurrence (more hearings)
	High cost (min. \$25k, not including staff time)

Ms. Howsley-Glover summarized by saying that #1 would leave us with the same issues that motivated an update. #2 would allow us to proceed with the removal of only the optional additions and would require future updates; the timeline would allow for more education and could come back to the Board in June or July.

#3 would allow for non-substantive edits to include language review, environmental violations, etc. It will create additional delays and increased costs and would come back to the Board in December or January.

#4 would strip down the ordinance and start from scratch for a 3-5 year timeline for adoption. There will be some who want more regulations and more rules. A new advisory group would need to be formed to include Public Health, Fire Departments, Emergency Services, Soil and Water, etc. This option would come at a high cost - \$25,000 or more not including staff time. We would also need Gorge Commission concurrence. They would like for it to be more proactive to not require complaints before action is taken. We would need to go through the Planning Commission, the County Board of Commissioners, the Gorge Commission, and the U.S. Secretary of Agriculture.

Chair Kramer said he thinks we need to move forward to keep our county one of the best in the state. There may have been some overreaction to the proposed changes. He reported that he met with a partner agency that is looking to do some of these same things but were more proactive. He said he agrees with the intent and believes we need these updates. We need to get the most egregious



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cases cleaned up. We are not talking about the farm equipment; we are trying to make it so we can all live civilly in a clean county. He said he would support Alternative #2. He noted that we will see disabled vehicles come back through the legislature in 2025.

Commissioner Brady thanked staff for responding to the Board's requests. He asked why it is important that vehicles be kept under cover. Mr. Palmer replied that they need to be protected to prevent deterioration.

Commissioner Brady said he thinks we need to keep the process moving forward and better clarify the enforcement procedures. He said he would support option #3 but is open to discussion. It is a reasonable time frame and takes advantage of the work that has been done.

Chair Kramer added that disabled vehicles have hazardous waste in them – we need to keep an eye on that. We all want clean air and water. Option #3 slows down the process of our enforcement of the most egregious cases. A picture was shared of one such case:



Vice Chair Hege said he understands the concerns; in reading the ordinance, he himself is a violator. However, this picture is an example of what we are trying to address. It is not a pile of firewood or used tires. We are trying to deal with the egregious items. We have no interest in chasing down random piles of wood. He said that based on feedback from neighbors, they want us to do our job and fix

this kind of issue. The ordinance we have now allows us to do a lot as long as the violator voluntarily complies. They may not have the means to comply or may be struggling with mental health or addiction issues.

Vice-Chair Hege asked if anyone can know the location of the 10-20 active cases. Ms. Howsley-Glover said that they do not broadcast the information; they try to be sensitive to both the property owner and the complainant. However, the information is discoverable under the Freedom of Information Act.

Vice-Chair Hege said that our goal is to help the citizens. Most of them want the help; but some will just not comply. He asked if all of the pictures in the presentation are from Wasco County. Ms. Howsley-Glover said they tried to not use pictures that would be easily identifiable. Some are from Wasco County; others are illustrative and close to what we have here.

Vice-Chair Hege said that what is important is that some farmers use tires in their operation and some have infrequently-used vehicles – that is not what we are talking about. We are talking about decaying equipment. If you look at the map, you would see that most of the cases are near The Dalles. Ms. Howsley-Glover said that we get a lot within the urban growth boundary of The Dalles. Most are within areas with intense population density such as Rowena, Pine Hollow, etc.

Chair Hege asked about the substantive changes. Ms. Howsley-Glover explained that these are things they heard from the public need to be changed.

Chair Hege observed that the rules around tires and junk have been in our ordinance for decades and we are not changing that. Ms. Howsley-Glover concurred saying that the public health issues come from our Solid Waste Ordinance.

Chair Hege commented that when he started reading about the unstacked firewood and tires in the Ordinance, he was also concerned. However, the fact is that it has not been a problem unless there is a complaint. We would not pursue it because it is not egregious. He said that in part he would like to see this move forward expeditiously. Whatever we do, we want people to be more comfortable that these issues are not concerns. We need to be able to address the egregious cases in less than the 10-year timeline we are seeing now. Even with all the changes, it will still be a long, laborious process.

Commissioner Brady said that he recognizes the picture which is from a property located on route to the Fair Grounds; this becomes a visitor issue. Most of the cases are for people who have a weakened ability to respond. He said he likes both options #2 and #3. He said he appreciates the need for an expeditious process but would like to see the 6-month option for a more robust process.

Vice-Chair Hege concurred saying that another 6 months will not hurt. The one thing that is not clear is if there will be input allowed along the way. Ms. Howsley-Glover explained that citizens are always welcome to provide feedback in writing or in person. There is a portal on our website that allows citizens to connect with a Planner. We have a tool we can use for citizens to review and comment on draft documents. Her plan would to have it open for public review for 1 or 2 months. Legal review could shorten that timeline, but that would be the goal.

Vice-Chair Hege reported that near where he lives a homeless camp grew – it was substantial. Mr. Palmer worked with the property owner to resolve the situation; over a period of months, it was all cleaned up. He said that Mr. Palmer is easy to work with; if you have questions or concerns, talk to him.

Commissioner Brady said he would like to hear Chair Kramer's views on Option #3. He stated that if we move forward with that option, he would like to see an interim report before January on the progress in Chapters 3 & 4. Ms. Howsley-Glover said she thinks that is something they would be able to do.

Vice-Chair Hege opened the floor to public comment:

Eric Schmid asked why, since there are only a few egregious cases, the ordinance does not target issues of that nature. Mr. Howsley-Glover replied that those are their current focus. To unwind the entire ordinance would take many years. What we are doing now is done with an eye toward capacity.

Lanny Matier said we need to stay in line with the founding fathers and what the constitution says. If we do not have private property, we do not have freedom. If you see something you do not like, you can look away. We cannot tell one another how to live. Where do you draw the line?

Matt Chaisson said these kinds of ordinances are clear violations for private property use. He said he has a hay farm and a creek that this ordinance will prevent me from crossing. If we give you an inch, you will take a mile. Eventually, it will get to your wood pile and 5 tires. Checks and balances will need to be put in place and have a committee with citizens. He said he would choose option #4 – scrap the whole thing. He asked if you have to be a resident of the County to file a complaint. He said that this county has a lot of fixed income people who may not be able to clean up; there needs to be some assistance in place.

Vice-Chair Hege noted that this ordinance has been in place for decades and that has not been the practice.

Steve Ronfeld asked if a nuisance is not seen from the road, is it still a nuisance and still considered a health hazard.

Vice-Chair Hege asked for staff to address the creek crossing and residence status. Ms. Howsley-Glover said that they had an instance of people who were driving through a fish-bearing creek; that would be a violation. We would want to see a bridge. We have no restrictions on the submission of complaints except that they cannot be anonymous. In 70 years, we have not had a complaint that came from outside the county.

Vice-Chair Hege agreed that with a complaint driven system, out of sight/out of mind is true. Mr. Ronfeld commented that you could have a health issue without it being addressed. Ms. Howsley-Glover stated that nuisance cases are complaint driven. We have enforced on cases that were reported by neighbors but not visible from the road.

Mr. Ronfeld pointed out that he could fly a drone over your house and determine that it is not in compliance and file a complaint.

Marilyn Clifford said she wonders if there are squatter's rights. She said that the clock starts from the time a notice is mailed rather than when it is received. If someone does not receive it because they are away or the address is wrong, they could be in violation before they are ever notified. She said she would like to see what the letter looks like – it may look like junk mail. She pointed out that it took them 7 years to get rid of the tires they inherited when they bought their property. She said she has yet to find out what the maximum penalty is. She said she does believe that the county wants to work in good faith with citizens.

Vice-Chair Hege said he thinks many of these questions can be answered by meeting with Mr. Palmer.

**A citizen from Brown's Creek** stated that we have a lot of tourists and it would not be fair to accept complaints from outside the county. He said he would like to see the Board choose Option #3. He suggested that we use the Planning Commission to help with public input.

Kim Mead of Juniper Flat noted that it says this will apply to all of Wasco County. She asked if that includes Warm Springs. Ms. Howsley-Glover replied that we have no authority over the tribes.

Ms. Mead said that there are mixed messages; in Option #4 you say there is a chance of a lot of feedback as a con but you say you appreciate feedback. Vice-Chair Hege replied that what he thinks Ms. Howsley-Glover is trying to say is that there are people with views on all sides. There are people who want more



regulations. If it goes through the Gorge Commission for review, it broadens the input to others such as the Friends of the Gorge. We do want to hear from our citizens.

Vice-Chair Hege pointed out that if the Board chooses Option 3, it doesn't mean that at the end of that process, we could not decide to go further with Option 4. He thanked the citizens for their participation.

Commissioner Brady asked what happens if something is a nuisance and not seen. Ms. Howsley-Glover replied that if there is something like a meth lab, the Sheriff's Office would become involved.

Vice-Chair Kramer stated that he is not in favor of Option 3 – it puts us another year out. There is another fair before this would conclude.

Commissioner Brady asked if Option 3 will put a hold on work for cases. Ms. Howsley-Glover said that it will not, but it is difficult with the enforcement ordinance we currently have.

**{{{Commissioner Brady moved to direct staff to pursue Option 3 with an interim report on the enforcement and abatement process. Chair Kramer seconded the motion. Commissioner Brady voted aye; Vice-Chair Hege voted aye; Chair Kramer voted nay. The motion passed.}}}**

#### Public Comment

Little League President Katie Kelly thanked the Board for hearing their concerns and taking them seriously. She said that collaboration between the leagues and the County has improved the space at Kramer Field; she feels confident that the County is the partnership they need as they cannot correct the issues on their own. She invited the Board and county staff to attend opening ceremonies at 9 a.m. on April 6<sup>th</sup>. She went on to describe some of the activities that will take place on that day.

#### Agenda Item – Veterans Service Office Updates/Liaison Appointment

Wasco County Treasurer Elijah Preston reviewed the material in the Board Packet, reading the summary of HB2147:

Directs governing body of each county to designate person to ensure interment of unclaimed human remains of veteran or survivor of veteran. Limits civil liability except for gross negligence.

Requires certain funerary entities in possession of unclaimed human remains of veteran or survivor of veteran, under certain circumstances, to release human

remains and associated veteran status information upon request to veterans' remains coordinator, notify county veterans' service officer and apply for state or federal benefits.

Limits civil liability for release of veteran status information except for gross negligence.

Authorizes certain funerary entities in possession of unclaimed human remains of veteran or survivor of veteran to cremate, reduce or inter unclaimed human remains under certain circumstances.

Directs county veterans' service officer to report information about veteran or survivor of veteran to United States Department of Veterans Affairs. Requires county veterans' service officer to establish and maintain list of reported information and to make information available upon request to veterans' remains coordinator.

Mr. Preston explained that one county had accumulated many boxes of unclaimed veterans' remains, which is what prompted this legislation.

Commissioner Brady asked who covers the expenses. Mr. Preston replied that he believe the Department of Veterans Affairs covers that with Willamette National Cemetery taking on the actual burial. He stated that in most cases, the mortuary covers the cost of transportation; but he would be willing to transport to Willamette.

**{{{Commissioner Brady moved to approve Order 24-008 appointing Elijah Preston to serve as Wasco County's Veterans Liaison for Unclaimed Remains. Vice-Chair Hege seconded the motion which passed unanimously.}}}**

Mr. Preston reported statistics for the Wasco County Veterans Service Office from last March until now:

- Brought in \$604,524.97 new federal dollars to Wasco County residents, including \$436,821.86 in retroactive lump sum payments.
- 105 New disability claims
- 7 new survivor claims
- 53 Appeals of all levels
- 52 Power of Attorney forms for new clients and 23 renewals
- Held 3 hearings with a federal law judge with the Board of Veterans' Appeals

Mr. Preston added that during the majority of this timeframe, Veterans Service Officer Russell Jones has been working by himself. We recently hired Chelsea Perritt to assist in that office.

Vice-Chair Hege pointed out that many of these are ongoing payments rather than one-time payouts.

<b>Work Session – Information System Partner Services/CGCC Agreement</b>
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Information Services Director Andrew Burke reviewed the information included in the Board Packet saying that this is an opportunity to look at how IT works in our community. IT is difficult to staff – it can be expensive and it is hard to attract employees. He said another thing to think about is materials and services. He reported he has recently been negotiating with Critical Insights; because he could bring two agencies in, he was able to get a significant discount.

Mr. Burke stated that on the 3<sup>rd</sup> page of his memo is an outline of what this could look like when adding other entities. We can look at software support, database systems, information sharing, network administration, telecommunications, etc. These are key disciplines. By building them out as pipelines that others can buy into, it creates a contribution matrix to support the work. Wasco County alone cannot support the role, but with just one other agency, we can do that. Enterprise IT will enhance our capability to deal with the digital information age and into the future of AI. We have to be prepared, build solutions, and protect against cyber-attacks.

Commissioner Brady thanked Mr. Burke for the thorough report. He asked what happens if we add Columbia Gorge Community College; will that mean staff will serve more people so we will get less service. Mr. Burke responded that that is a key concern. Each agency will have help desk onsite employed by that agency. MCCFL currently has 2 and will be adding a 3<sup>rd</sup>. Those are the easy-to-fill positions. In this way, we can maintain a high-quality service level. The more key skilled positions require education, experience, and developed skill sets. CGCC wants to buy into a network administrator position. We look at capacity against cost. If we need 3 network administrators, we spread that cost based on use through a calculated contribution rate. Another advantage is to ease employee transition periods. For instance, MCCFL recently had an employee leave; we were able to support them through the transition to a new employee.

Commissioner Brady asked how the management structure will work. Mr. Burke replied that it will also be capacity-dependent – how many employees can Mr. Burke supervise. He said he has created a supervision model and we may need supervisors within a pipeline. Right now we have 4 on service desk; we need to

budget a supervisor for that pipeline.

Commissioner Brady asked where the funds to support that will come from. Mr. Burke replied that we have the budget, but the partners will contribute. The cost for the help desk services will remain with each agency. That is scalable and collaborative.

Commissioner Brady asked about equipment. Mr. Burke said they are working on a “network box” so we can plug in and unplug more easily. We have designed an enterprise system. We are currently upgrading our phone system. MCCFL will have their own hardware; the County will provide oversight and management of that system. They would not have had the capacity to do that on their own. If they choose to unplug, they would take on the management themselves. That will be true for all of the pipelines.

Chair Kramer said he approves of this; it is good for our community. We have talked about it for a long time.

Vice-Chair Hege agreed saying that it has worked well and provides an economy of scale. We can do more at a lower cost.

Mr. Burke said that CGCC has had a network position posted for some time and it is difficult to attract key talent. We have John Adams and Dennis Zipprich who we have been able to hold on to. The CGCC IGA will provide leadership and network administration support for \$134,000 annually. This is a 3-year agreement with an option to renew. Personnel costs come to us. They can buy the materials and services directly or enter into another agreement with us for those items.

Vice-Chair Hege asked if this agreement is similar to the one we have with MCCFL. Mr. Burke replied that it is more detailed and under an enterprise IT model which is where we are headed. Vice-Chair Hege noted that the Education Service District used to do something similar.

**{{{Commissioner Brady moved to approve the Information Services Master Agreement between Wasco County and Columbia Gorge Community College. Chair Kramer seconded the motion which passed unanimously.}}}**

**\*\*\*The Board was in consensus for the IS Director to move forward with the Enterprise Model for community partner IT services.\*\*\***

Discussion Item – Museum Appointment
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Ms. Clark explained that the Museum Commission has a vacancy; they reviewed Ms. Telfer’s application at their last meeting and are recommending her

appointment.

**{{{Chair Kramer moved to approve Order 24-007 appointing Barbara Telfer to the Wasco County/The Dalles Museum Commission. Commissioner Brady seconded the motion which passed unanimously.}}}**

#### Discussion Item – Finance Report

Finance Director Mike Middleton reviewed the report included in the Board Packet. He noted that he will return at a future session for a Fair Fund budget change.

#### Consent Agenda – 3.6.2024 Regular Session Minutes

**{{{Chair Kramer moved to approve the Consent Agenda. Commissioner Brady seconded the motion which passed unanimously.}}}**

#### Commission Call

Commissioner Brady reported that there were good meetings during his recent trip to Washington D.C. with the Community Outreach Team. There were some successes. For instance, Washington State Representative Cantwell looked at the airport hangar project and told her staff to get it done.

He said that during that trip he spent some time with City of The Dalles Economic Development Officer Dan Spatz; they talked a lot about urban renewal which is a complex subject. He said he would be interested in forming a task force to look at what has been, what could be, and how to provide information to the public. Chair Kramer encouraged him to look at the original purpose of urban renewal to confirm that it is operating as intended. He suggested that County Assessor Jill Amery could help with that.

Chair Kramer said he would like to have a work session regarding North Central Public Health District (NCPHD). He pointed out that we do not have an updated IGA; they are contracting for a sanitarian; and they are contracting with an ex-employee for environmental health. We need a sanitarian to review our Outdoor Mass Gathering applications. He said he would like to have more details. Public Health is a county responsibility and he wants to make sure we are meeting our statutory obligations. He said he does not understand why we are not hiring another Environmental Health Supervisor rather than contracting with someone who already has a full-time job with DEQ.

Commissioner Brady asked if a report from NCPHD would be satisfying. Chair Kramer said it would help; we used to get updates from them.

Vice-Chair Hege adjourned the meeting at 11:49 a.m.

Summary of Actions
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**MOTIONS**

- **To approve Resolution 24-002 authorizing Wasco County to apply for a Local Government Grant from the Oregon Parks and Recreation Department for the improvement of an RV park at the 159-acre County-owned property and authorizing the Director of Administrative services to sign the application.**
- **To approve Order 24-007 appointing Barbara Telfer to the Wasco County/The Dalles Museum Commission.**
- **To approve the Consent Agenda: 3.6.2024.2024 Regular Session Minutes.**
- **To approve Order 24-008 appointing Elijah Preston to serve as Wasco County's Veterans Liaison for Unclaimed Remains.**
- **To approve the Information Services Master Agreement between Wasco County and Columbia Gorge Community College.**
- **To direct staff to pursue Option 3 to update the Codes Compliance Ordinance with an interim report on the enforcement and abatement process.**

**CONSENSUS**

- **For Emergency Management to move forward with an application for funding to acquire a tactical robot for the Northern Oregon Regional Tactical Response Team for counter-terrorism and emergency response.**
- **For the IT Director to move forward with the Enterprise Model for community partner IT services.**

Wasco County  
Board of Commissioners



Steven D. Kramer, Commission Chair



Vice-Chair Hege C. Hege, Vice-Chair



Philip L. Brady, County Commissioner

# Fiscal Year 2021 State Homeland Security Program Project Application

## Overview

This project application is for jurisdiction applying for the FY2021 State Homeland Security Program (SHSP) grant. Every project submitted by a county or tribe must complete this application. No more than 10 project applications may be turned in per county or tribe.

**Type of Grant Funding:** Competitive Award

I. General Project Information	
County/Tribe	Applicant Agency (agencies)
Wasco County	Wasco County Sheriff's Office, Northern Oregon Regional Tactical Response Team (NORTAC) comprised of Hood River County Sheriff's Office, Office, Sherman County Sheriff's Office, Gilliam County Sheriff's Office.
Project Priority Rank (See your Combined Cover Sheet) 1	
Project Title	Federal Funds Requested
NORTAC ICOR MINI Caliber Initiative	\$69,720.00
Amount of Project Funding Dedicated to LETPA	Project Budget Defined by POETE
\$69,720.00	Planning Organization Equipment \$69,720.00 Training Exercises
State Investment Justification	Project Core Capability
CBRNE Detection Response	On Scene Security, Protectiona and Law Enforcement
State Strategy <b>GOAL</b>	State Strategy <b>OBJECTIVE</b>

**Enhancing Rural Counter-Terrorism/Emergency Response Capabilities Through Collaborative Technology Integration**

Secure funding through the State Homeland Security Grant Program to acquire the ICOR MINI-Caliber tactical robot for the Northern Oregon Regional Tactical Response Team (NORTAC), enabling the effective augmentation of counter-terrorism/emergency response capabilities in our rural region

Federal Priority Area

Domestic Violent Extremism

Amount of Funds addressing Federal Priority Area: \$69,720.00



## II. Requirements

Describe the terrorism nexus of this project

In the rural region where NORTAC operates as the sole regionally domestic tactical response asset, the role of the ICOR MINI-Caliber robot becomes even more critical in addressing potential terrorist threats and safeguarding the identified critical infrastructure. The unique challenges of rural areas, with dispersed and often hard-to-reach locations, necessitate a specialized and technologically advanced approach to counter-terrorism and emergency response. Given the vastness of the rural region, the ICOR MINI-Caliber's agility and discreet maneuverability are essential for effectively monitoring areas with heightened risk, including those surrounding the approximately 28 schools, 3 interstate dams, 4 interstate bridges, 1 military installation, and numerous interregional and interstate electrical infrastructure. Its real-time surveillance capabilities enable NORTAC to cover expansive areas efficiently, providing valuable intelligence on potential threats.

The robot's hazard detection features are particularly relevant in rural environments where natural and man-made hazards may pose additional risks to critical infrastructure. The ability to remotely assess and respond to these hazards enhances NORTAC's preparedness and minimizes the impact on the identified infrastructure within the response region.

NORTAC's focus on training programs for operators is crucial in a rural context, where the vast and diverse terrain requires specialized skills for effective response. Training exercises should be tailored to address the specific challenges of the rural region, ensuring that operators are well-equipped to navigate and respond to incidents in less accessible areas.

In the event of a terrorist incident, the ICOR MINI-Caliber's remote manipulation capabilities provide a significant advantage. Precise and controlled responses without direct human intervention are particularly valuable in remote and high-risk environments. The robot's role in reducing the time required to gather information and act contributes to a more agile and efficient response, ultimately minimizing potential harm and damage to critical infrastructure. NORTAC's status as the sole domestic tactical response asset underscores the importance of integrating cutting-edge technology like the ICOR MINI-Caliber in rural counter-terrorism efforts. The robot's capabilities align with the specific needs of the rural region, offering a proactive and prepared response to potential threats while ensuring the protection of critical infrastructure that is vital to the well-being of the community.

Describe how the project ties to THIRA/SPR

This comprehensive initiative has been designed to bridge the core capability gap in on-scene security, protection, and law enforcement within the extensive NORTAC response region, spanning approximately 4,955 square miles. Presently, domestic capabilities within this vast area are either limited or heavily reliant on resources from outside the region. The introduction of the ICOR MINI-Caliber tactical robot stands out as a strategic solution meticulously tailored to meet the distinct challenges unique to the NORTAC response region. The ICOR MINI-Caliber's advanced features, including real-time surveillance, officer support, and

remote manipulation, directly address the identified gaps in the region's current response methods. Particularly in scenarios involving terrorist events and tactical responses, where immediate and precise actions are paramount, these capabilities emerge as indispensable assets. By furnishing enhanced surveillance and officer support, the robot significantly contributes to on-scene security, ensuring a prompt and well-informed response to potential threats while placing paramount importance on officer safety.

The officer support capability proves to be particularly crucial in bolstering the safety of law enforcement personnel on the expansive ground. This encompasses providing additional eyes and ears in the field, actively monitoring potential threats, and offering support in situational awareness. By keeping officers informed and out of harm's way, the ICOR MINI-Caliber directly addresses safety concerns associated with operating in high-risk environments across the extensive NORTAC response region.

Furthermore, the remote manipulation capabilities of the ICOR MINI-Caliber not only diminish the risks linked with direct human intervention in hazardous areas but also significantly enhance overall law enforcement operations. This is especially vital in scenarios where a swift and controlled response is imperative, contributing to improved outcomes during critical incidents while steadfastly prioritizing officer safety.

The regional impact of this initiative is substantial. By addressing specific voids in security measures and prioritizing officer safety, the project lays the groundwork for advanced and adaptive law enforcement operations within the NORTAC response region. The enhanced capabilities of the ICOR MINI-Caliber contribute to creating a more resilient and prepared region, better equipped to address and mitigate potential threats while safeguarding the well-being of law enforcement personnel. The grant-supported deployment of this tactical robot symbolizes a strategic investment in regional security, fostering the development of a more robust and responsive law enforcement infrastructure within the expansive NORTAC response region.

### III. IJ Specific Requirements

**Complete ONLY the section which ties to the chosen IJ – Note: NOT ALL IJs have additional requirements listed in this section.**

#### **Planning**

Will this project result in a new/revised plan	If Yes, what type of Exercise will be held to test the plan
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No

If No, what is the deliverable of this project

Does this project support the Cascadia Rising 2022 exercise?  
No

### **Communications**

Does the Jurisdiction have a current  
Communications Plan

Provide the page and paragraph of the  
communications plan to which this project  
ties. Include the language in the appendices

No

Is the project P25 compliant

If P25 is not applicable to the project,  
describe why

Choose One

Does the project tie to the Oregon SCIP

Provide the page and paragraph of the SCIP  
the project ties to

No

Does the project tie to SAFECOM

Describe how the project ties to SAFECOM

No

Does the jurisdiction have a radio repair and  
replacement plan

If Yes, describe the radio repair and  
replacement plan

No

### **Emergency Operation Centers**

Is this project for the jurisdictions primary  
EOC

Is this project for the jurisdictions secondary  
EOC

Choose One

Choose One

Provide the Emergency Operation Plan (EOP) page and paragraph which identifies the project  
location as the primary or secondary EOC. Include the language in the appendices

### **Mass Care and Mass Casualty**

Does the jurisdiction have a mass care or mass casualty plan

Provide the page and paragraph of the plan which this project is implementing. Include the language in the appendices

No

### **Cyber Security**

Has the jurisdiction performed a formal assessment?  
Choose One

If the jurisdiction has not performed a formal assessment, does the jurisdiction have a formal cyber security plan/strategy?  
Choose One

Please provide the page and paragraph number where this project is referenced in the assessment or plan. Include the language in the appendices

## **IV. Project Details**

**20pts**

Are there multiple counties/tribes/jurisdictions/agencies involved in this project, if yes list here

Hood River County Sheriff's Office  
Wasco County Sheriff's Office  
Sherman County Sheriff's Office  
Gilliam County Sheriff's Office  
Oregon State Police  
City of The Dalles Police Department  
City of Hood River Police Department  
Columbia River Inter-Tribal  
Police Department  
Portland Police Department - Metropolitan Explosive Disposal Unit

Describe the project

The Northern Oregon Regional Tactical Response Team (NORTAC) is a collaborative initiative comprising the Hood River County Sheriff's Office, Wasco County Sheriff's Office, Sherman County Sheriff's Office, and Gilliam County Sheriff's Office. This partnership

emphasizes the shared responsibility among law enforcement agencies in addressing security challenges and ensuring public safety through coordinated efforts.

Operating in a rural region, NORTAC faces unique challenges, including limited resources and vast, remote areas. The collaboration among these agencies becomes pivotal in optimizing available resources and expertise. One prominent challenge is budgetary constraints, which can hinder the acquisition of necessary equipment and technology to effectively respond to various threats, including acts of terrorism.

The State Homeland Security Grant Program provides an opportunity for NORTAC to overcome budgetary limitations by seeking funding to acquire the ICOR MINI-Caliber tactical robot. This cutting-edge technology aligns with the overarching goals of the program, emphasizing the enhancement of regional preparedness and response capabilities.

Unlike traditional robotic capabilities, the ICOR MINI-Caliber tactical robot offers a cost-effective solution to augment NORTAC's counter-terrorism capabilities in a rural setting. Its ability to remotely assess potentially hazardous situations is particularly valuable in a region where limited resources and personnel may hamper swift on-site response. This robot acts as a force multiplier, extending the reach and impact of the regional response team without the need for extensive human resources.

The strategic use of the ICOR MINI-Caliber tactical robot aligns with the collaborative nature of NORTAC, allowing the participating agencies to share the benefits of advanced technology despite individual budget constraints. By securing funding through the State Homeland Security Grant Program, NORTAC can bridge the financial gap and equip itself with a versatile tool that enhances its ability to prevent, prepare for, protect against, and respond to acts of terrorism within the rural jurisdiction

#### List equipment or products purchased through the project

ICOR Mini-CALIBER Robot (Comes standard with: • Rubber Tracks for traversing rough terrain and climbing stairs • Wirelessly Controlled Front and Rear Flippers with positional feedback with preset Home and Stair Climbing positions • Turreted Robotic Claw arm with 15lbs lift and 5 axes of movement • 10x Color zoom camera on claw arm • Front and Rear Color/IR Drive Cameras • Wide Angle color rear mast camera • Color Claw camera • 2-Way Audio: Talk/Listen through the robot • LED drive lights for Front and Mast Cameras • Wireless RF control: 1.3GHz Video; 900MHz Data • Portable, Lightweight, Handheld Controller • 2x 24V DC Lithium-Iron-Phosphate Robot Battery Packs (1x onboard; 1x spare) & 1x 24V DC Battery Charger • 2x 12V DC Lithium-Ion CCU Battery Packs (1x onboard; 1x spare) & 1x 12V DC Battery Charger • 2 year limited warranty • Electronic manual with training videos and hard copy of operator manual).

Mini Claw Kit- 2ND Generation (The 2nd generation claw attachment kit includes specially designed tools to augment the capabilities of the Mini-CALIBER® robot. Kit includes: key holder, PTZ camera extension to reach 9' (3m) high, box cutters, clothes cutter, extension poles, tire deflator, finger extension with porcelain tips, cutting hook, utility shears with ceramic blades, Cutabiner®, multiple effectors and hook & line accessories).

Mini arm Picatinny Rail Assembly (Includes a clamp and Picatinny rail base plate which can be permanently attached to the Mini-CALIBER® arm with a quick disconnect Picatinny clamp extension assembly. Instruction manual and mounting hardware included).

Firing Circuit AND Duke Pro (24V DC Firing Circuit AND Duke Pro Single Channel Shock Tube Initiator with mounting bracket for Mini-CALIBER® Robot).  
Mini Basic Spare Parts Kit (Essential items to maintain and repair your Mini-CALIBER® robot).

V. Project Impact	30pts
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Describe who in the community will be directly impacted by this project and how. Describe what impact this project will have on the whole community.

The implementation of the ICOR MINI-Caliber tactical robot within the Wasco County Sheriff's Office and NORTAC will have a direct and positive impact on various segments of the community, enhancing public safety and overall well-being. Frontline law enforcement personnel will experience a transformative impact with the introduction of the ICOR MINI-Caliber robot. The robot's advanced capabilities will empower officers by providing them with real-time intelligence, enabling safer and more informed decision-making during critical incidents. The robot's remote surveillance features will reduce the need for officers to physically enter potentially hazardous situations, minimizing risks and ensuring the safety of law enforcement personnel.

The introduction of the ICOR MINI-Caliber tactical robot into the NORTAC Response Region represents a significant step towards enhancing the safety and security of our local community. Here's how this initiative directly benefits our residents:

1. **Rapid Emergency Response:** The deployment of the tactical robot ensures that our community is well-prepared to respond swiftly to emergencies. This means better protection for lives and property when every second counts.
2. **Enhanced Safety for Responders:** By integrating robotic assistance in critical situations, we prioritize the safety of our law enforcement officers and emergency responders. This, in turn, instills greater confidence and reduces their exposure to potential dangers while serving our community.
3. **Protection of Local Assets:** The tactical robot plays a pivotal role in safeguarding our community's critical infrastructure and local businesses. Its capabilities extend to monitoring and protecting key assets, contributing to the overall resilience of our neighborhood against potential threats.
4. **Secure Learning Environments:** The implementation of the tactical robot directly contributes to the safety of educational institutions within the NORTAC Response Region. This includes enhanced monitoring and rapid response capabilities, providing peace of mind to students, educators, and parents alike.
5. **Community Empowerment:** By introducing advanced security measures, we reinforce our commitment to building a resilient community. This proactive approach empowers residents to face uncertainties with confidence, fostering a cohesive and supportive environment for everyone.
6. **Pioneering Safety Standards:** The adoption of the ICOR MINI-Caliber tactical robot sets a pioneering example for future safety initiatives in the NORTAC Response Region. This forward-thinking approach demonstrates our commitment to staying ahead of emerging security challenges, ensuring continuous improvement in our community's safety standards.

This project embodies a collaborative and community-focused approach to safety and security, reflecting our dedication to the well-being of the communities that NORTAC serves. Through innovative solutions, we are actively laying the groundwork for a safer and more secure future for all members of our communities.

Describe how the project will enhance the core capability for the jurisdiction

The integration of the ICOR MINI-Caliber tactical robot represents a substantial advancement in core capabilities for the jurisdiction, particularly in the realms of on-scene security, protection, and law enforcement. The project enhances these crucial aspects through the following key mechanisms:

**ON SCENE SECURITY-** The ICOR MINI-Caliber tactical robot significantly elevates on-scene security by providing advanced remote surveillance capabilities. Equipped with high-definition cameras and sensors, the robot offers real-time situational awareness to law enforcement personnel. This allows for a comprehensive assessment of potential threats, securing perimeters, and monitoring areas without exposing officers to immediate danger. The robot's ability to navigate challenging terrains and confined spaces enhances the overall on-scene security posture, ensuring a proactive and vigilant response to potential security breaches.

**PROTECTION OF PERSONNEL-** The hazmat detection capabilities of the ICOR MINI-Caliber robot contribute directly to the protection of law enforcement personnel and first responders. In situations involving chemical, biological, radiological, nuclear, and explosive (CBRNE) threats, the robot swiftly identifies hazardous materials, allowing operators to implement protective measures. By minimizing direct human exposure to potentially dangerous substances, the project ensures the safety and well-being of personnel, enhancing the overall protection of those tasked with maintaining public safety.

**LAW ENFORCEMENT OPERATIONS-** The ICOR MINI-Caliber tactical robot serves as a force multiplier for law enforcement operations. Its remote manipulation capabilities enable precise and controlled actions, such as opening doors, moving objects, and manipulating potential threats, without direct human intervention. This feature enhances the efficiency of law enforcement responses, particularly in high-risk situations where traditional methods may pose increased risks to officers. The robot's dexterous robotic arm becomes an extension of law enforcement capabilities, enabling a more measured and strategic approach to on-scene operations.

**TACTICAL DECISION-MAKING-** The real-time surveillance and communication tools integrated into the ICOR MINI-Caliber robot enhance tactical decision-making for law enforcement. Operators can gather critical information remotely, assess the severity of situations, and make informed decisions on the appropriate course of action. This capability is instrumental in navigating complex and dynamic scenarios, ensuring that law enforcement can adapt and respond effectively to evolving on-scene situations.

**REDUCTION OF RESPONSE TIME-** The project significantly reduces response time to on-scene incidents involving potential threats. The ICOR MINI-Caliber's agility, mobility, and swift deployment contribute to a rapid and effective response. By providing operators with real-time intelligence, the robot minimizes delays in assessing situations and initiating appropriate law enforcement actions, ultimately enhancing the jurisdiction's ability to address security challenges promptly.

## VI. Capability History

5pts

Describe the jurisdiction's current functionality in the chosen core capability

As of the present, the Wasco County Sheriff's Office and NORTAC's core capabilities in on-scene security, protection, and law enforcement exhibit a robust foundation aimed at preventing, preparing for, protecting against, and responding to acts of terrorism. Key elements of the current functionality include:

**ON-SCENE SECURITY**-The Wasco County Sheriff's Office and NORTAC maintain a well-established on-scene security framework, relying on the expertise of law enforcement personnel and tactical response teams. Standard operating procedures and protocols are in place to secure scenes effectively, with a focus on rapid deployment, perimeter establishment. The current functionality emphasizes the importance of immediate response to potential threats, leveraging available resources and personnel to secure and stabilize the scene.

**LAW ENFORCEMENT OPERATIONS**-Law enforcement operations are conducted with a commitment to maintaining public safety. The jurisdiction's law enforcement agencies collaborate on intelligence gathering, sharing information relevant to potential threats, and conducting joint operations when necessary. Traditional law enforcement methods, including investigative procedures, community engagement, and proactive patrols, are part of the current functionality to prevent and deter potential acts of terrorism.

**TACTICAL DECISION-MAKING**-Tactical decision-making within the jurisdiction is characterized by a coordinated and strategic approach. Incident commanders utilize available information to make informed decisions during on-scene operations. While real-time intelligence is a focus, the current functionality emphasizes the importance of experience, training, and collaboration in ensuring effective decision-making in dynamic situations.

**RESPONSE TIME**- The jurisdiction and specifically NORTAC places a high priority on swift response times to on-scene incidents. Emergency response protocols dictate rapid deployment, and law enforcement agencies are equipped with the necessary resources to mobilize quickly. The current functionality recognizes the critical importance of timely responses to potential terrorist threats, aiming to minimize the impact of incidents through efficient and coordinated actions.

**COLLABORATION AND COORDINATION**- Collaboration and coordination among law enforcement agencies, emergency responders, and other relevant stakeholders are integral to the current functionality. Regular interagency communication and NORTAC training exercises contribute to a cohesive and unified approach in addressing potential acts of terrorism.

Information-sharing platforms enhance collaboration, ensuring a comprehensive response to emerging security challenges.

Was the current functionality developed using any federal funds?

No



## VII. Gap Information

20pts

Describe the current gap in the capability

The absence of a specialized tactical robot, such as the ICOR Mini Caliber, within NORTAC's equipment inventory highlights a critical capability gap. Without immediate access to a dedicated tactical robot, NORTAC faces challenges in swiftly assessing and responding to dynamic and potentially hazardous situations.

This capability gap underscores the pressing need for NORTAC to acquire and integrate the ICOR Mini Caliber tactical robot into their operations. The lack of such technology limits NORTAC's ability to execute timely interventions, potentially prolonging resolution processes and increasing risks to both law enforcement personnel and the public.

Describe how the gap was identified (real event, exercise, assessment)

A real world situation was what identified this gap. In February of 2023 a critical incident occurred within the region initiating a response from NORTAC, the following is a brief of what occurred followed by a conclusion of the incident and gap being identified.

Upon arrival at the meet location, NORTAC was briefed on the situation involving the suspect.

NORTAC was briefed on the facts at hand which indicated the suspect was a veteran experiencing a mental health crisis. It was further mentioned the suspect had been armed with firearms and discharged said firearms in and around his residence.

Upon being briefed, the command element and NORTAC continued to stand by while additional intelligence was being gathered via phone, in person contacts and Unmanned Aerial System (UAS). While intelligence was continued to be gathered, NORTAC was advised an additional tactical element from the Clackamas County Special Weapons and Tactics Team (SWAT) was enroute to augment our response.

Upon Clackamas County SWAT's arrival, the team leaders from each entity coordinated an operation plan and intelligence.

At approximately 1626 hours, an element comprised of 2 Clackamas SWAT negotiators, 1 Clackamas SWAT medic, 4 Clackamas SWAT Operators deployed via a Lenco BearCat (armored vehicle) to the perimeter of the residence.

The element was tasked with the Inner Perimeter (IP) containment section of the 1/4 corner of the structure (commonly referred to as the southeast corner of the residence). At approximately 1631 hours, Negotiators from within the element initiated loud hail procedure advising the suspect via Public Address (PA) System of its presence and instructing him to exit the residence.

In conjunction with the loud hail, Clackamas SWAT operators and NORTAC organized an initial arrest procedure comprised of a 4 man team.

While in a delay period for a warrant to be authorized, the tactical element deployed 1 Flash Sound Diversionary Device (FSDD) to the side of the structure at approximately 1644 hours. After the deployment, negotiations continued with the suspect via phone and loud hail. During this period, a warrant was authorized and Robots from the Clackamas SWAT and Portland Metro area Bomb Squad arrived with a key to the residence.

The robots successfully opened the front door without incident at approximately 1802 hours. Upon making entry the robots were able to locate the suspect within a downstairs bathroom. It should be noted the suspect was located in a bathroom with no windows, however the locked bathroom door containing him did have an unmanufactured hole within it allowing the robots to maintain a visual and audio presence of him.

Upon seeing the robots, the robot operators reported via radio they believed the suspect had attempted to discharge a firearm at the robot (this was later determined to be more likely than not a lower receiver to an AR style rifle he pointed at the robots). At this point of the incident it was relayed the suspect was on and off of contact with negotiators appearing to still be in a mental crisis and unwilling to comply with orders to vacate the residence.

From approximately 1815-1818 hours, Clackamas SWAT and NORTAC executed the pre-coordinated chemical agent deployment plan, launching chemical agents through the windows of the structure. At approximately 1819 hours, 1 FSDD was deployed along the 1 side (South side) of the structure. Upon initial tactics being unsuccessful, a plan was formulated to deploy chemical agents within the bathroom via robot.

At approximately 1830 hours, a canister of chemical agent was successfully deployed in and around the bathroom containing the suspect. After dissipation of the agent had occurred, chemical agent was again deployed to the bathroom area via hand held launcher at approximately 1837 hours. Information was provided via robot that the suspect was utilizing the water in the bathroom. This was of concern to the command and Operators as it may have been a way for him to negate the effects of the chemical agents in affect decontaminating himself allowing the situation to progress.

The decision was made and a plan of action formulated to shut off the water to the house in an effort to resolve the situation. A tool provided to my element from the utility company was dropped off at our location. At approximately 1907 hours, 2 Clackamas SWAT Operators and NORTAC were able to successfully locate and shut off the water to the residence.

With the water shut off, a robot again deployed chemical agents within the bathroom area at approximately 1920 hours. Ultimately the suspect was taken into custody and the situation resolved.

In the above mentioned incident, the absence of a specialized tactical robot, particularly the ICOR Mini Caliber, prior to the arrival of Clackamas County SWAT and the Portland Bomb Squad, highlighted a significant gap in the response. The operational overview illustrates that, during the initial stages of the operation, the command element and NORTAC were actively gathering intelligence through various means, underscoring the crucial need for a dedicated tactical robot. Approximately two hours passed before the arrival of Clackamas County SWAT and the Portland Bomb Squad, during which time the situation continued to evolve. It is noteworthy that a robot, with capabilities similar to the ICOR Mini Caliber, was ultimately deployed during the operation. The robot demonstrated effectiveness in deploying chemical agents, surveying areas to keep officers out of harm's way, and unlocking the front door with precision to limit damage to the residence. This showcased the potential of specialized robotic technology in maintaining the integrity of the environment and minimizing hazards associated with forced entry methods.

While the deployed robot demonstrated capabilities akin to the ICOR Mini Caliber Tactical Robot, the two-hour response time underscores the urgency and complexity of the incident and lack of resources in the region.

The operational success, coupled with the recognition of the similarities in robot capabilities, highlights the practical benefits of incorporating advanced robotic assets in crisis situations. However, the extended response time emphasizes the existing regional gap in access to specialized tactical robots, underscoring the need for enhanced availability of such technology to optimize the effectiveness and safety of crisis response efforts, particularly during time-sensitive situations.

Describe what the agency/community has done to fill the gap so far

NORTAC has explored options within the region, however budgetary constraints limit the ability to fulfill this gap.

Describe how the proposed project will fill the gap

The proposed project aims to address the identified gap in regional crisis response capabilities by introducing and implementing the ICOR Mini Caliber Tactical Robot. This advanced robotic technology is designed to significantly enhance operational effectiveness, especially in time-sensitive and high-risk situations similar to the one involving the distressed individual. **EARLY INTELLIGENCE GATHERING-** The ICOR Mini Caliber's advanced mobility and real-time situational awareness features allow for early intelligence gathering. By navigating diverse terrains and relaying critical information to the command element, the robot can assist in formulating strategic plans and operational approaches during the initial phases of an incident.

**REMOTE THREAT ASSESSMENT-** The ICOR Mini Caliber's specialized design for tactical scenarios enables remote threat assessment. It can navigate the environment, survey potential threat locations, and relay real-time data to responders. This capability enhances situational awareness and assists in making informed decisions without exposing human responders to immediate risks. **COMMUNICATION AND NEGOTIATION SUPPORT-** The robot's communication capabilities can facilitate initial contact and negotiation with individuals in crisis. This feature is especially crucial in maintaining a channel of communication during the early stages of an incident, potentially de-escalating situations and improving overall response dynamics.

**MINIMIZED ENVIRONMENTAL IMPACT-** The ICOR Mini Caliber's precision in tasks such as unlocking doors minimizes damage to the residence or incident location. This is essential in preserving the integrity of the environment and reducing potential hazards associated with forced entry methods.

By incorporating the ICOR Mini Caliber Tactical Robot into the regional crisis response framework, the proposed project aims to bridge the existing gap and optimize the overall effectiveness and safety of response efforts. The robot's unique features align with the identified needs, offering a comprehensive solution to challenges encountered in high-stakes incidents.

## **VIII. Sustainment**

**15pts**

Describe the jurisdiction's plan to sustain the capabilities built by this project

The Wasco County Sheriff's Office and NORTAC are committed to ensuring the longevity and effectiveness of the capabilities built by the integration of the ICOR MINI-Caliber tactical robot. Several strategic measures have been outlined to sustain and enhance these capabilities over time:

**ONGOING TRAINING PROGRAMS-** Continuous training programs for operators and relevant personnel will be a cornerstone of sustaining the project's capabilities. Regular training sessions will ensure that operators remain proficient in utilizing the ICOR MINI-Caliber robot effectively. These programs will encompass not only technical aspects but also scenario-based drills to simulate real-world situations, allowing operators to adapt and refine their skills over time. **MAINTENANCE AND UPGRADES-** The Wasco County Sheriff's Office will be responsible for this equipment and in doing so will ensure a robust maintenance schedule is established to ensure the continuous functionality and reliability of the ICOR MINI-Caliber tactical robot. Regular inspections, check in/out sheet, preventive maintenance, and timely repairs will be conducted to address any technical issues promptly. Additionally, a commitment to staying abreast of technological advancements will prompt scheduled upgrades to the robot's software and hardware, ensuring its relevance and capability in addressing emerging security challenges.

**INTEGRATION INTO STANDARD PROTOCOLS-** The ICOR MINI-Caliber robot will be seamlessly integrated into standard operating procedures and protocols within NORTAC. This integration ensures that the robot becomes an integral part of routine operations, with specific guidelines on its deployment, utilization, and coordination with other assets. By becoming a standard tool in the arsenal of response capabilities, the sustainability of its impact is ensured. **PERIODIC EVALUATIONS AND AFTER-ACTION REVIEWS-** Periodic evaluations and after-action reviews following incidents or training exercises will be conducted to assess the effectiveness of the ICOR MINI-Caliber robot in real-world scenarios. Lessons learned from these reviews will inform adjustments to protocols, training programs, and maintenance procedures, ensuring a continuous cycle of improvement and adaptability to evolving security challenges.

IX.	Milestones	10pts
Quarter 1	Allocation of the funds upon award of the grant and subsequent purchasing of the selected product.	
Quarter 2	preparation in receipt of the product to include initial demonstrations/training through outside regional partners who have already aquired product.	
Quarter 3	Receipt/acquisition of the robot, follow on training and deployment.	

Quarter 4

Review of product in regards to any necessary adjustments to in place training, deployment, and/or standard operating procedures.

Quarter 5

Quarter 6

Quarter 7

Quarter 8

To Kyle VeraCruz  
Wasco County Sheriff Office (OR)  
511 Washington St #102  
The Dalles, OR 97058

Tel: 541-506-2580  
Fax:  
Mobile: 541-993-5840  
Email: kylev@co.wasco.or.us

QUOTE NO.: QUO-08464-C3H7-1  
EFFECTIVE FROM: 2/13/2024  
EFFECTIVE TO: 5/13/2024

CURRENCY: US Dollar  
SHIPPING METHOD: Ground  
SHIPPING TERMS: FOB - DESTINATION  
\*DELIVERY DATE: 32 - 36 Weeks ARO  
PAYMENT TERMS: Net 30

QTY	P/N	DESCRIPTION	\$/UNIT	LINE TOTAL
1.0	Mini-123	Mini-CALIBER® Robot (COFDM) Comes standard with: • Rubber Tracks for traversing rough terrain and climbing stairs • Wirelessly Controlled Front and Rear Flippers with positional feedback with preset Home and Stair Climbing positions • Turreted Robotic Claw arm with 15lbs lift and 5 axes of movement • 10x Color zoom camera on claw arm • Front and Rear Color/IR Drive Cameras • Wide Angle color rear mast camera • Color Claw camera • 2-Way Audio: Talk/Listen through the robot • LED drive lights for Front and Mast Cameras • Wireless RF control: 1.3GHz Video; 900MHz Data • Portable, Lightweight, Handheld Controller • 2x 24V DC Lithium-Iron-Phosphate Robot Battery Packs (1x onboard; 1x spare) & 1x 24V DC Battery Charger • 2x 12V DC Lithium-Ion CCU Battery Packs (1x onboard; 1x spare) & 1x 12V DC Battery Charger • 2 year limited warranty • Electronic manual with training videos and hard copy of operator manual. *Note: Mini-CALIBER is shipped in a wooden crate. Hard-shell case is available as an option.	\$58,820.00	\$58,820.00
1.0	10003	Mini Claw Kit - 2ND Generation The 2nd generation claw attachment kit includes specially designed tools to augment the capabilities of the Mini-CALIBER® robot. Kit includes: key holder, PTZ camera extension to reach 9' (3m) high, box cutters, clothes cutter, extension poles, tire deflator, finger extension with porcelain tips, cutting hook, utility shears with ceramic blades, Cutabiner®, multiple effectors and hook & line accessories.	\$5,045.00	\$5,045.00
1.0	10001	MINI arm Picatinny Rail Assembly Includes a clamp and Picatinny rail base plate which can be permanently attached to the Mini-CALIBER® arm with a quick disconnect Picatinny clamp extension assembly. Instruction manual and mounting hardware included. Packaged in a cardboard box. For use with P/N 10002 - K3150 Robot Disrupter Sleeve.	\$410.00	\$410.00
1.0	CAL-OP002	Firing Circuit AND Duke Pro 24V DC Firing Circuit AND Duke Pro Single Channel Shock Tube Initiator with mounting bracket for Mini-CALIBER® Robot	\$2,620.00	\$2,620.00
1.0	CAL-SP2	Mini Basic Spare Parts Kit Essential items to maintain and repair your Mini-CALIBER® robot	\$1,825.00	\$1,825.00
1.0	S&H	SHIPPING AND HANDLING	\$1,000.00	\$1,000.00
TOTAL				\$69,720.00

This is a quotation on the goods named, subject to the conditions noted below:

Unless otherwise provided: This quote is in US Dollars; shipping terms are EX WORKS for domestic and international shipments; all prices are exclusive of shipping costs, insurance, custom clearance and any applicable Taxes of any kind; all price quotations are valid for 90 days. Published list prices are subject to change without notice. Due to a policy of continuous product improvement, ICOR reserves the right to change specifications and appearance without notice. Please reference the invoice number on your cheque and remit to ICOR Technology Inc. 935 Ages Drive, Ottawa, Ontario K1G 6L3 Canada. The CALIBER® Robot (including the MK3, TS, Mini, and MK4) contains up to 35% US-source materials and are ITAR export license free and not subject to AECIA or EAR regulations. The CALIBER® Robot is a Controlled Good, and requires an Export Permit for international shipping in accordance with the *Export and Import Permits Act (R.S.C., 1985, c. E-19)*. Failure to perform due to the action or inaction of the Government of Canada will be considered Force Majeure, and, ICOR is not responsible for any penalties, fees, liquidated damages, etc. **Some or all of the quoted items are eligible for purchase through GSA's Cooperative Purchasing Program and 1122 Program for State and Local Law Enforcement. Please consult with your purchasing department to determine the optimal purchasing vehicle and notify your ICOR Sales Representative to make any changes necessary. ICOR's GSA Contract Number is: GS-07F-0430V**

**DISCLAIMER REGARDING DISRUPTER MOUNT CONFIGURATIONS:** ICOR Technology is a robot manufacturer and do not make disrupters. The end-user must consult with the disrupter manufacturer for complete instructions on loading, operation, maintenance and firing procedures. ICOR recommends that the end-user takes disrupter training from the manufacture before firing the weapon off of the robot. USE AT OWN RISK. ANY POTENTIAL DAMAGES TO THE ROBOT AS A RESULT OF USING A DISRUPTER ARE NOT COVERED UNDER WARRANTY. AS PER ICOR'S LIMITED WARRANTY, WARNING AND LIMITATION OF LIABILITY DOCUMENT, ICOR SHALL BE HELD HARMLESS TO ANY LOSS OR INJURY AS RESULT OF USING DISRUPTERS ON THE ROBOT.

**\*NOTICE OF COVID-19 MANUFACTURING AND SHIPPING DELAY**

The COVID -19 pandemic has posed unprecedented problems to the worldwide supply chain network, causing delays in the delivery of critical components needed to build CALIBER® robots. ICOR's top priority is to build and deliver robots according to the order acknowledgement's timelines; nevertheless, we cannot be held liable for delays caused by restricted air cargo capacity and overburdened global logistics networks.

To accept this quotation, sign here and return:



935 Ages Drive  
Ottawa, ON K1G 6L3  
CANADA

P: 613.745.3600  
F: 613.745.3590  
TF: 877.483.7978

[www.icortechnology.com](http://www.icortechnology.com)  
[sales@icortechnology.com](mailto:sales@icortechnology.com)

# QUOTE

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Signature

Date

**REMOTEC, INC. SERVICE DEPARTMENT QUOTE**

353 J.D. Yarnell Pkwy  
 Clinton, TN 37716  
 Phone: (865) 621-0391  
 Fax: (865) 483-1436  
 E-mail: [bradley.callahan@peraton.com](mailto:bradley.callahan@peraton.com)

**Attn:** Brad Callahan

**CMPNY:** Wasco County Sheriff's Office  
**ATTN:** Kyle Veracruz  
**ADDR:**

**PHONE:** 541-993-5840  
**FAX:**  
**Email:** [kylev@co.wasco.or.us](mailto:kylev@co.wasco.or.us)

**Date: 1-7-2024**

Terms: Net 30 Days

Prices are F.O.B. Clinton, TN

Delivery: TBD at the time of order

This pricing is valid for 90 days.

**QUOTE #: 8914**

**PAGE 1 OF 1**

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	ANDROS Small Robot Vehicle Assembly Includes: - Position Feedback with User Presets - Cameras - Front and rear drive cameras - Color arm camera - Accessory Interface Mount - Vehicle Battery Pack includes 2 BB2590 Batteries - Tool Kit One Operation/Maintenance Manual (Included in Item 1) Single BB2590 Battery Charger Assembly (2 Included in Item 1) 2 Days Operator/Maintenance Training at REMOTEC (maximum class size is 6 people) (Included in Item 1) 2 Days Operator/Maintenance Training at Customer Facility	1400-0100	1	\$ 78,572.00	\$ 78,572
			1		
		CHGR-032	2		
		TRAINING-001			
		TRAINING-001	1	\$ 4,582	\$ 4,582.00
<b>CONTROL SYSTEM</b>					
<i>System requires OCU plus at least Data Link for operation</i>					
1	Operator Control Unit Includes: - Ruggedized Laptop with Touchscreen - Docking Station -2 BB2590 Battery -Pelican Case	2463-8700-X		\$ 20,470	\$ -
		BATTERY-BR-BB2590			
2	Portable Handheld Controller (Included with Small Robot, Item 1)	TBD	1		\$ -
<b>DATA LINK OPTIONS</b>					
1	Radio Control Assembly - (Included with Small Robot, Item 1 Above)	TBD	1		\$ -
	MPU5 Radio Integration Kit	TBD		\$ 1,919.00	



3	MPU5 Radio	TBD		\$ 33,206.00	
4	Range Extender	TBD	1	\$ 2,350.00	\$ 2,350
<b>AUDIO/VIDEO OPTIONS</b>					
1	360 Surveillance Camera and Motorized Mast (Included with Small Robot, Item 1 above)	TBD			\$ -
2	24" Touch LED Monitor (for use with Laptop OCU)	MONITOR-15		\$ 1,191	\$ -
3	Thermal Camera Kit	2463-5375	1	\$ 6,994	\$ 6,994
<b>TOOLS</b>					
1	CarbonFire 10 Disrupter Mount	TBD		\$ 1,199.00	
2	PropArms Recoilless Disruptor Mount	TBD		\$ 794.00	
3	Shock Tube Initiator (1channel)	TBD		\$ 2,400.00	\$ -
4	Camera Sighting Kit Assembly	2470-3825		\$ 973	\$ -
5	Laser Assembly	2471-5172		\$ 505	\$ -
<b>BACKPACK OPTION (1-4 Required)</b>					
1	Backpack Frame	TBD	0	\$ 559.00	\$ -
2	Backpack Handheld OCU Pouch	TBD	0	\$ 228.00	\$ -
3	Quick Release Strap (QTY required)	TBD	0	\$ 41.00	\$ -
4	Labor	LABOR2	0	\$ 162.00	\$ -
<b>SPARES/MAINTENANCE</b>					
1	Spare BB2590 Batteries	BATTERY-BR-BB2590	2	\$ 808	\$ 1,616
2	Second Year Extended Warranty Contract	MAINTENANCE-001		\$ 2,000	\$ -
3	Third Year Extended Warranty Contract	MAINTENANCE-001		\$ 2,000	\$ -
4	Fourth Year Extended Warranty Contract	MAINTENANCE-002		\$ 2,500	\$ -
5	Fifth Year Extended Warranty Contract	MAINTENANCE-002		\$ 2,500	\$ -
6	Sixth Year Extended Warranty Contract	MAINTENANCE-003		\$ 3,000	\$ -
7	Five Years of Extended Warranty (Years 2 through 6)	MAINTENANCE-005		\$ 9,000	\$ -
					\$ -
<b>SHIPPING</b>					\$ -
1	Pelican Case	CASE-025	1	\$ 2,247.00	\$ 2,247
2	Freight (TBD)	N/A	1	\$ 300.00	\$ 300
3	Customer Pickup	N/A			\$ -

**TOTAL COST** \$ 96,661.00

(1) Prices listed are for sales in U.S.A. only. Export prices are available upon request.

(2) Add travel, labor and subsistence costs if training is located at customer's facility.

(3) All products have a one-year warranty. Extended Maintenance Contracts are available.

(4) Prices are based upon acceptance of REMOTEC's Terms and Conditions (attached). Any deviation from these conditions may result in a price increase.

(5) Pricing does not include any taxes, fees or other related items unless specifically called out.

**A. DEFINITIONS**

"Seller" means REMOTEC, Inc.

"Buyer" means the other party to this agreement that is purchasing the goods subject to these terms and conditions.

**B. ACCEPTANCE/AGREEMENT**

All orders are subject to factory acceptance. Additional or different terms or any attempt by the Buyer to vary, in any degree, any of the terms of this sales agreement form shall be deemed material and are objected to or rejected, but this sales agreement form shall not operate as a rejection of the Buyer's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.

**C. LIMITED WARRANTY**

Seller covenants and agrees that the work and equipment delivered under this order shall be free from defects in material and workmanship at the time of delivery. Whenever Seller is acting as a reseller of the products of another manufacturer, Seller provides this warranty solely as a "pass-through" warranty on behalf of the original equipment manufacturer (OEM). Seller will, at its sole options, repair, correct, or replace (or facilitate such repair, correction or replacement by the OEM), F.O.B. point of manufacture, any such work or equipment which proves to be defective, provided that Seller is given written notice of any such defect no later than one (1) year after being shipped (as hereafter defined) by Seller. Seller will conduct the defect investigation of the work and/or equipment at the installation site and repair, correct or replace the defective item at such site or at its designated facility. Repair correction or replacement in the manner provided above shall constitute complete fulfillment of all Seller's obligations under this assurance. Such assurance shall not apply to design or to any equipment or parts which have been subjected to accident, misuse or unauthorized alteration, to normal wear (which includes components with innately limited life), or to defects caused by not complying with Seller's installation and service requirements (if the failed equipment or parts were not installed by Seller).

This assurance shall apply to and include the correction of Technical Data pertinent to defective work and equipment to the extent-delineated hereinabove, but in no event to include computer software.

The product may contain reconditioned material. Reconditioned material meets or exceeds all required specifications and is fully covered under the product warranty.

If the repair, correction or replacement of work, or equipment is not within the scope of this clause, then Seller shall require a separate purchase order from the Buyer perform the work.

The warranty provided by Seller herein is exclusively limited to the products manufactured by Seller, specifically the REMOTEC® ANDROS Robot. Warranties, if any, associated with all other products are exclusively and expressly limited to those warranties provided by the manufacturers of such products which are by their terms available to Seller's customers.

The installation or use of any third-party accessory, assembly, radio and or tool not tested and approved by Seller's for use on Seller products will cause the warranty on the Seller's products to be voided.

**THE FOREGOING COVENANTS ARE EXCLUSIVE AND ARE IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS, STATUTORY OR IMPLIED. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.**

**D. CANCELLATION/TERMINATION**

Contract may be terminated at any time by either Party by providing a 90-day written notice of termination. As such, the Contract shall terminate with no further financial obligation of the Customer with respect to payment of obligation due after 90 days from the date of such notice.

**E. PROPRIETARY INFORMATION**

All drawings, diagrams, specifications, and other materials furnished by Seller and identified as proprietary, relating to the use and service of articles furnished hereunder and the information therein, are proprietary to Seller (or in cases where Seller is acting as a reseller, such information is proprietary to the OEM). Buyer may not reproduce or distribute such materials except to Buyer's employees who may use the articles as part of their duties. Seller will treat drawings, specifications, or data furnished by Buyer in connection with this order as proprietary, when identified as such, in connection with this purchase.

**F. DELIVERY/ACCEPTANCE**

The promised delivery date is the best estimate possible based upon current and anticipated manufacturing capabilities of when the product will be shipped. Seller assumes no liability for loss, damage, or consequential damages due to delay.

**G. CLAIMS/NOTICE OF DEFECTS**

Failure of the Buyer to object in writing to any merchandise within 30 days after receipt thereof will constitute complete acceptance by Buyer of such merchandise. Rejected material must be returned to Seller, F.O.B. Origin, within 45 days after receipt and with prior authorization from Seller. Seller may (at its option) recondition or replace the rejected material to meet Buyer's specifications within a reasonable time period after receipt. Claims for shipping damage must be made with the carrier.

**H. FORCE MAJEURE**

Fulfillment of this order is contingent upon the availability of materials. Seller shall not be liable for any delay in delivery or for non-delivery in whole or in part caused by the occurrence of any contingency beyond the control of either Seller or suppliers to Seller including but not limited to war, sabotage, acts of civil disobedience, failure or delay in transportation, act of any Government or agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, acts of God, shortage of labor, fuel, raw material or machinery, or technical failure where Seller has exercised ordinary care in the prevention thereof.

## **I. PAYMENT TERMS**

Domestic: Seller's payment terms are Net 30 days.

Seller may, at any time, suspend performance of any order or require payment in cash, security, or other adequate assurance satisfactory to Seller when, in Seller's opinion, such action warrants. Seller reserves the right to assess late charges on US accounts due past 30 days at the rate of 18% per annum. All goods delivered by Seller shall remain the property of Seller until the Buyer has paid in full for these goods.

On certain vehicle orders, if mutually agreed between Seller and Buyer, Seller may hold completed vehicle(s) or other products in its facility pending training. If Seller holds completed vehicle(s) or other products to facilitate user training, the vehicle(s)/products will be deemed to have been shipped in place, and Seller will issue an invoice to Buyer for said vehicle(s)/products. If at Buyer's request or to meet Buyer's requirements, training is scheduled to occur more than 30 days after vehicle/product completion, Seller may, at its discretion, charge Buyer a storage fee of \$50.00 per month per vehicle, or \$50.00 per month per other end item, and assess late charges in accordance with Domestic terms as stipulated herein.

International: All payments to Seller are required to be fully paid in advance at the time of contract acceptance by Seller, or secured by a Confirmed Letter of Credit for the full amount of the contract negotiable at Seller Bank's counter. If a Letter of Credit is used, payment terms are 60% of contract value due upon contract acceptance by Seller, and the remaining 40% due within 30 days of successful inspection of completed product at Seller's location for all international orders with a value greater than \$1,000 US. All draws against the Letter of Credit by Seller shall be made upon written certification by Seller that the contract has been accepted, or that the product has been successfully inspected and is ready for shipment, and no other conditions on the draw shall be required. Late charges will be assessed on international accounts due past 30 days at the rate of 20% per annum.

## **J. REMEDIES IN THE EVENT OF CANCELLATION OR DEFAULT**

In the event the Buyer cancels this order, or becomes overdue on its account payable to Seller by failing to pay for this order when due in accordance with the terms hereof, in addition to the charges assessed to the Buyer pursuant to Paragraphs D and I of this Agreement, the Buyer shall be required to pay all costs of collection, including, whether suit be brought or not, attorney fees, court costs, collection expenses, and other expenses which Seller may incur or pay in the prosecution of defense of its rights hereunder, whether in judicial proceedings at law or in equity, including bankruptcy court and appellate proceedings, or whether out of court.

## **K. GENERAL PROVISIONS**

Any cause of action arising from this agreement, or breach of it, must be commenced after the cause of action occurs within the statute of limitations period allowed under applicable law. Seller reserves the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions of sale and any description on the face of Seller's writings constitute a complete and exclusive statement of the terms and conditions of the sale of the goods by Seller to Buyer. Buyer may not assign any rights to, or delegate any performance owed under the agreement without the written consent of Seller, which shall not be unreasonable withheld.

## **L. LIMITATION OF LIABILITY**

Notwithstanding any contrary provision contained in this or any other agreement, Seller shall not be responsible to Buyer in contract or tort (including negligence) or otherwise for any indirect, incidental, special or consequential damages of whatsoever nature, or for attorney's fees, loss of use, loss of market share, or lost profits however these are characterized. Seller shall not be liable to Buyer for an amount, which in combination with all claims by Buyer against Seller under this agreement exceeds the value of this sales agreement. In any event, the liability of Seller to Buyer, whether in contract, tort (including negligence) or under any warranty, or otherwise, is exclusively limited to the remedies expressly provided under the terms of this agreement, in lieu of any and all other remedies at law or in equity.

## **M. COMPLIANCE WITH LAW**

Buyer agrees to comply with all applicable U.S. Government, state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws, or regulations.

## **N. INDEPENDENT CONTRACTOR**

Under the provisions of this Agreement, the parties shall act solely as independent contractors, and nothing contained herein, express or implies, shall at any time be construed to create any other relationship.

## **O. APPLICABLE LAW**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, except with regard to its rules concerning choice of law.

## **P. SHIPPING POINT**

All goods are shipped FOB Clinton, Tennessee 37716, United States of America.

## **Q. BUYER'S RESPONSIBILITIES**

Buyer agrees to comply with all applicable U.S. Government, state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws, or regulations.

Buyer shall be solely responsible for the proper training of personnel, use of all products and shall properly train its operators in the safe use of all products. Seller will not be liable for any damages and improper training of the product, and Buyer hereby agrees to indemnify, defend, and hold harmless Seller from any and all claims, liability, loss, or damage, resulting from the use of any item purchased by Buyer, its officers, directors, employees, subcontractors, agents or any third party. Should the Agency want to liquidate the asset, Buyer will work with the Seller to remove proprietary and ITAR/EAR controlled items.



## **DOMESTIC SALES TERMS AND CONDITIONS**

Buyer may not resell items purchased from Remotec, nor may it pledge any such items as collateral to secure a third-party loan or other financing, without Seller's prior written consent.

### **R. INDEMNIFICATION FOR USE**

Each Party shall be responsible for and bear the costs of all claims including third party claims, liabilities, losses or damages, arising from each Party's respective negligent or intentional acts or omissions under the Order or use of product(s) delivered under the Order.

### **S. EXPORT**

The Buyer shall not re-export or transfer any export-controlled goods or information (e.g. technical data) from the United States ("U.S.") to any non-U.S. person, country, government, or entity without first complying with all the requirements of the ITAR or EAR, as applicable. Any Party requesting U.S. Government authorization to export export-controlled information provided by the other Party under this agreement must first obtain the disclosing Party's written consent. Written consent by the disclosing Party, however, shall not relieve the other Party of its obligations to comply with U.S. export control laws and regulations.

### **T. TITLE AND RISK OF LOSS**

Title to all equipment provided hereunder shall pass to Customer upon payment of all amounts due PERATON under this Agreement. Risk of loss shall be borne by PERATON until delivery to the Customer's site. Customer shall pay any personal property taxes, which may be assessed on the equipment beginning at the time of purchase.



#### Billing Information

**Name** Kyle Veracruz  
**Company** WASCO COUNTY SHERIFF OFFICE  
**Address** 511 WASHINGTON STREET  
SUITE 102  
**City** THE DALLES **State/Region** OR  
**Zipcode** 97058 **Country** United States  
**Email** kylev@co.wasco.or.us  
**Phone** 5419935840 **Fax**

#### Shipping Information

**Name** Kyle Veracruz  
**Company** WASCO COUNTY SHERIFF OFFICE  
**Address** 511 WASHINGTON STREET  
SUITE 102  
**City** THE DALLES **State/Region** OR  
**Zipcode** 97058 **Country** United States  
**PO #**  
**Tracking #**

Qty	Part #	Part Desc.	Price	Extended
1	LT2Arm-Advanced	LT2-F with Multi-Axis Arm Bulldog	\$47,000.00	\$47,000.00
1	TE-951-000	> Controller: Enclosed Case 2.4Ghz Digital Tactical Robot Controller	\$6,996.90	\$6,996.90
1		> Flipper Arm: Add Rear Flipper/Stabilizer Arm	\$2,099.89	\$2,099.89
1		> Nose Camera: 30X Optical Zoom Camera Tilt System with Lights	\$1,473.65	\$1,473.65
1		> Additional Cameras: Rear facing IR camera	\$387.56	\$387.56
1		> Additional Cameras: IR Camera mounted on the Forearm	\$567.79	\$567.79
1		> Additional Cameras: Removable Rear Mast Mounted 30X PTZ Camera	\$2,196.27	\$2,196.27
1		> Video Processing: Video Processing, Split Screen and Quad Video Feed	\$936.00	\$936.00
1		> Video Processing: Kinematic model of robot and arm	\$1,164.00	\$1,164.00
1		> Paint Color Option: Textured Black Paint	-	incl.
1		> Shipping Crate Option: Reusable foam lined Shipping and Transport Case	\$865.00	\$865.00
1		> Additional Accessories: External Ethernet Jack mounted on Robot and Remote	\$376.50	\$376.50

**Subtotal** \$64,063.56

**Discount**

**Shipping** \$1,147.44

**NC Sales Tax** \$0.00

**Invoice Total** \$65,211.00

**Amount Paid** \$0.00

**Amount Due** \$65,211.00

#### Quotation valid until 3/7/2024

**Build Time** 14 - 16 weeks from receipt of payment

**Shipping** FedEx Freight w/Liftgate

**Payment Terms** Payment is due in full to begin order fulfillment. Thank you.

#### Warranty Terms

#### General Terms

- SuperDroid Robots, Inc is not responsible for special incidental, or consequential damages resulting from any warranty or under any legal theory, including, but not limited to lost profits, downtime, goodwill, damage to, or replacement equipment or property, or any cost of recovering, reprogramming or reproducing any data stored. ANY LIABILITY SHALL BE LIMITED TO REPLACEMENT OR DEFECTIVE PARTS. SuperDroid Robots, Inc. is further not responsible for any personal damages, including, but not limited to bodily and health damages resulting from any use of our products.
- SuperDroid Robots, Inc. makes no representations as to the fitness of its products for specific uses. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY EXCLUDED.
- This Agreement shall be construed in accordance with the laws of the State of North Carolina, and the rights and obligations created hereby shall be governed by the laws of North Carolina.
- In the event a dispute or controversy arises out of or relating to this purchase, such dispute or controversy (including claims of default) shall be brought in the courts of Wake County, North Carolina and the purchaser hereby agrees to this choice of venue.
- See <https://www.superdroidrobots.com/shop/custom.aspx/terms-and-payment-options/36/> for further details including Returns/Warranty information.

## CITY OF HOOD RIVER

207 SECOND STREET  
HOOD RIVER, OREGON 97031



## POLICE DEPARTMENT

541.387-5256  
FAX 541.387.2134

To whom it may concern,

I am writing this letter in strong support of the Northern Oregon Regional Tactical Response Team (NORTAC) and the Wasco County Sheriff's Office's request for funding through the State Homeland Security Grant to acquire the ICOR Mini Caliber Tactical Robot. As Lieutenant of the Hood River Police Department, I recognize the critical importance of enhancing the capabilities of our law enforcement agencies to respond effectively to emergent and high-risk situations,

The ICOR Mini Caliber Tactical Robot serves as a multifaceted and advanced tool, significantly amplifying operational capabilities within the domain of safety and security for organizations like NORTAC and the surrounding region/communities. Its foremost feature lies in its exceptional mobility, enabling the robot to navigate diverse and challenging terrains with ease. This capability is particularly valuable in scenarios where traditional methods of surveillance or intervention may be limited.

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In today's dynamic and evolving threat landscape, it is essential for law enforcement agencies to have access to cutting-edge technology that enables swift and strategic responses. The ICOR Mini Caliber Tactical Robot aligns seamlessly with this requirement, providing our officers with a tactical advantage and minimizing risks associated with dangerous situations.

The acquisition of this technology through the State Homeland Security Grant is a prudent and strategic investment in the safety and well-being of our community members. As agency heads, it is our responsibility to equip our personnel with the tools and resources necessary to carry out their duties effectively and protect the public.

I am confident that the implementation of the ICOR Mini Caliber Tactical Robot will enhance the operational efficiency of NORTAC, contributing to the overall safety and security of the Columbia River Gorge and the Central Northern Oregon region. I urge you to consider this request favorably, recognizing the positive impact it will have on our collective ability to respond to emerging threats and keep our communities safe.

A handwritten signature in cursive script, reading "Don Cheli", is written over a solid horizontal line.

Lt. Don Cheli





POLICE DEPARTMENT

**CITY of THE DALLES**

401 COURT STREET  
THE DALLES, OR 97058  
(541) 296-2613  
FAX (541) 298-2747

2-14-24

I am writing this letter in strong support of the Northern Oregon Regional Tactical Response Team (NORTAC) and the Wasco County Sheriff's Office's request for funding through the State Homeland Security Grant to acquire the ICOR Mini Caliber Tactical Robot. As Chief of The Dalles Oregon Police Department, I recognize the critical importance of enhancing the capabilities of our law enforcement agencies to respond effectively to emergent and high-risk situations.

The ICOR Mini Caliber Tactical Robot serves as a multifaceted and advanced tool, significantly amplifying operational capabilities within the domain of safety and security for organizations like NORTAC and the surrounding region/communities. Its foremost feature lies in its exceptional mobility, enabling the robot to navigate diverse and challenging terrains with ease. This capability is particularly valuable in scenarios where traditional methods of surveillance or intervention may be limited.

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In today's dynamic and evolving threat landscape, it is essential for law enforcement agencies to have access to cutting-edge technology that enables swift and strategic responses. The ICOR Mini Caliber Tactical Robot aligns seamlessly with this requirement, providing our officers with a tactical advantage and minimizing risks associated with dangerous situations.

The acquisition of this technology through the State Homeland Security Grant is a prudent and strategic investment in the safety and well-being of our community members. As agency heads, it is our responsibility to equip our personnel with the tools and resources necessary to carry out their duties effectively and protect the public.



I am confident that the implementation of the ICOR Mini Caliber Tactical Robot will enhance the operational efficiency of NORTAC, contributing to the overall safety and security of the Columbia River Gorge and the Central Northern Oregon region. I strongly urge you to consider this request favorably, recognizing the positive impact it will have on our collective ability to respond to emerging threats and keep our communities safe.



---

Tom M. Worthy  
Chief of Police  
The Dalles Oregon Police Department



# Gilliam County Sheriff's Office

***Gary Bettencourt, Sheriff***

PO Box 685, 221 S. Oregon Street, Condon, OR 97823  
(541) 351-9530

---

I am writing this letter in strong support of the Northern Oregon Regional Tactical Response Team (NORTAC) and the Wasco County Sheriff's Office's request for funding through the State Homeland Security Grant to acquire the ICOR Mini Caliber Tactical Robot. As Sheriff of the Gilliam County Sheriff's Office, I recognize the critical importance of enhancing the capabilities of our law enforcement agencies to respond effectively and safely to emergent and high-risk situations.

The ICOR Mini Caliber Tactical Robot serves as a multifaceted and advanced tool, significantly amplifying operational capabilities within the domain of safety and security for organizations like NORTAC and the surrounding region/communities. Its foremost feature lies in its exceptional mobility, enabling the robot to navigate diverse and challenging terrains with ease. This capability is particularly valuable in scenarios where traditional methods of surveillance or intervention may be limited.

One of the key strengths of the robot is its real-time situational awareness. Equipped with sophisticated sensors and communication systems, the robot can assess and address potential threats. This includes the ability to inspect suspicious objects, conduct surveillance in hard-to-reach areas, and even intervene in situations deemed hazardous for human personnel. The robot's capacity to remotely mitigate threats adds a layer of safety by minimizing direct human exposure to potentially dangerous situations.

In today's dynamic and evolving threat landscape, it is essential for law enforcement agencies to have access to cutting-edge technology that enables swift, strategic and safe outcomes.

I am confident the acquisition of this technology through the State Homeland Security Grant is a prudent investment in the safety and well-being of the multiple communities we serve in the region.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary Bettencourt". The signature is fluid and cursive, with a long horizontal stroke at the end.

Gary Bettencourt, Sheriff

**Matthew T. English**  
Sheriff  
— \* —  
**Brian Rockett**  
Undersheriff



**Jamie Hepner**  
Parole and Probation Commander  
— \* —  
**Erica Stolhand**  
911 Commander

February 14, 2024

To Whom it May Concern:

I am writing this letter in strong support of the Northern Oregon Regional Tactical Response Team (NORTAC) and the Wasco County Sheriff's Office's request for funding through the State Homeland Security Grant to acquire the ICOR Mini Caliber Tactical Robot. As Sheriff of Hood River County, I recognize the critical importance of enhancing the capabilities of our law enforcement agencies to respond effectively to emergent and high-risk situations.

The ICOR Mini Caliber Tactical Robot serves as a multifaceted and advanced tool, significantly amplifying operational capabilities within the domain of safety and security for organizations like NORTAC and the surrounding region/communities.

One of the key strengths of the robot is its real-time situational awareness. Equipped with sophisticated sensors and communication systems, the robot can provide up-to-the-minute information on its surroundings. This real-time data empowers operators and decision-makers with a comprehensive understanding of the environment, facilitating swift and informed responses to emerging situations.

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The acquisition of this technology through the State Homeland Security Grant is a prudent and strategic investment in the safety and well-being of our community members. As agency heads, it is our responsibility to equip our personnel with the tools and resources necessary to carry out their duties effectively and protect the public.

I am confident that the implementation of the ICOR Mini Caliber Tactical Robot will enhance the operational efficiency of NORTAC, contributing to the overall safety and security of the Columbia River Gorge and the Central Northern Oregon region. I urge you to consider this request favorably, recognizing the positive impact it will have on our collective ability to respond to emerging threats and keep our communities safe.

Respectfully,

Matt English  
Sheriff  
Hood River County



## CITY OF PORTLAND, OREGON



### Bureau of Police

Ted Wheeler, Mayor

Robert Day, Chief of Police

1111 S.W. 2nd Avenue • Portland, OR 97204 • Phone: 503-823-0000

Integrity • Compassion • Accountability • Respect • Excellence • Service

I am writing to strongly endorse the Northern Oregon Regional Tactical Response Team (NORTAC) and the Wasco County Sheriff's Office's request for funding through the State Homeland Security Grant to acquire the ICOR Mini Caliber Tactical Robot. As Team Leader of the Portland Metropolitan Explosive Disposal Unit, I understand the paramount importance of equipping our law enforcement agencies with cutting-edge technology for effective tactical responses to various situations.

The ICOR Mini Caliber Tactical Robot serves as a critical asset for Tactical Response Teams, providing advanced technological solutions to navigate and address high-risk scenarios efficiently. Given the limited resources in their region, this robot is essential for ensuring the success of tactical operations.

As I witnessed in a past deployment with NORTAC, their region faces unique challenges with limited resources and funding emphasizing the need for cutting-edge technology like the ICOR Mini Caliber Tactical Robot to enhance the effectiveness of their Tactical Response Team. Tactical robot deployment during a previous incident has underscored the importance of investing in tools that offer both mobility and real-time information in their rural setting.

I am confident that implementing the ICOR Mini Caliber Tactical Robot will significantly enhance the operational efficiency of NORTAC, contributing to the overall safety and security of the Columbia River Gorge and the North Central Oregon region. I urge you to consider this request favorably, recognizing the substantial positive impact it will have on their ability to respond to various tactical scenarios and safeguard their communities.

Sincerely,

Jim DeFrain  
Bomb Squad Commander  
Metropolitan Explosive Disposal Unit



SHERMAN COUNTY

## SHERIFF'S OFFICE

SHERIFF BRAD LOHREY 500 Court Street P.O. Box 424 Moro, OR 97039 Phone: (541) 565-3622 Fax: (541) 565-3046

I am writing this letter in strong support of the Northern Oregon Regional Tactical Response Team (NORTAC) and the Wasco County Sheriff's Office's request for funding through the State Homeland Security Grant to acquire the ICOR Mini Caliber Tactical Robot. As Sheriff of Sherman County, I recognize the critical importance of enhancing the capabilities of our law enforcement agencies to respond effectively to emergent and high-risk situations.

The ICOR Mini Caliber Tactical Robot serves as a multifaceted and advanced tool, significantly amplifying operational capabilities within the domain of safety and security for organizations like NORTAC and the surrounding region/communities. Its foremost feature lies in its exceptional mobility, enabling the robot to navigate diverse and challenging terrains with ease. This capability is particularly valuable in scenarios where traditional methods of surveillance or intervention may be limited.

One of the key strengths of the robot is its real-time situational awareness. Equipped with sophisticated sensors and communication systems, the robot can provide up-to-the-minute information on its surroundings. This real-time data empowers operators and decision-makers with a comprehensive understanding of the environment, facilitating swift and informed responses to emerging situations.

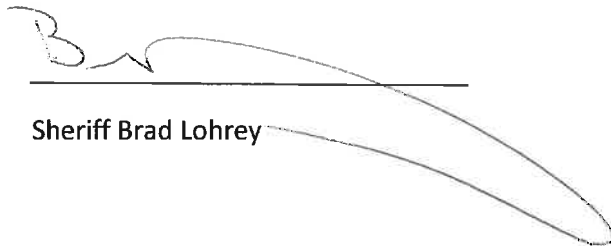
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In essence, the robot acts as a force multiplier, extending the reach and effectiveness of security operations. Its versatility makes it a valuable asset in various scenarios, ranging from law enforcement operations and emergency response to critical infrastructure protection. By combining advanced mobility, real-time situational awareness, and remote threat assessment and mitigation capabilities, the ICOR Mini Caliber Tactical Robot stands as a cutting-edge solution dedicated to enhancing the overall safety and security of the communities it serves.

In today's dynamic and evolving threat landscape, it is essential for law enforcement agencies to have access to cutting-edge technology that enables swift and strategic responses. The ICOR Mini Caliber Tactical Robot aligns seamlessly with this requirement, providing our officers with a tactical advantage and minimizing risks associated with dangerous situations.

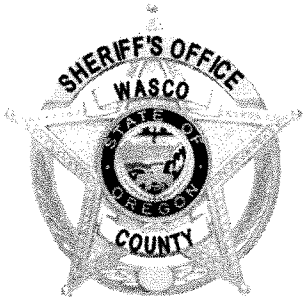
The acquisition of this technology through the State Homeland Security Grant is a prudent and strategic investment in the safety and well-being of our community members. As agency heads, it is our responsibility to equip our personnel with the tools and resources necessary to carry out their duties effectively and protect the public.

I am confident that the implementation of the ICOR Mini Caliber Tactical Robot will enhance the operational efficiency of NORTAC, contributing to the overall safety and security of the Columbia River Gorge and the Central Northern Oregon region. I urge you to consider this request favorably, recognizing the positive impact it will have on our collective ability to respond to emerging threats and keep our communities safe.



A handwritten signature in black ink, appearing to be 'B Lohrey', is written over a horizontal line. A long, sweeping underline extends from the signature across the page.

Sheriff Brad Lohrey



## 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](http://www.co.wasco.or.us)

***Pioneering pathways to prosperity.***

I am writing this letter in strong support of the Northern Oregon Regional Tactical Response Team (NORTAC) and the Wasco County Sheriff's Office's request for funding through the State Homeland Security Grant to acquire the ICOR Mini Caliber Tactical Robot. As the Wasco County Sheriff, I recognize the critical importance of enhancing the capabilities of our law enforcement agencies to respond effectively to emergent and high-risk situations.

The ICOR Mini Caliber Tactical Robot serves as a multifaceted and advanced tool, significantly amplifying operational capabilities within the domain of safety and security for organizations like NORTAC and the surrounding region/communities. Its foremost feature lies in its exceptional mobility, enabling the robot to navigate diverse and challenging terrains with ease. This capability is particularly valuable in scenarios where traditional methods of surveillance or intervention may be limited.

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In today's dynamic and evolving threat landscape, it is essential for law enforcement agencies to have access to cutting-edge technology that enables swift and strategic responses. The ICOR Mini Caliber Tactical Robot aligns seamlessly with this requirement, providing our regional Law enforcement deputies and officers with a tactical advantage and minimizing the risks associated with dangerous situations.

The acquisition of this technology through the State Homeland Security Grant is a prudent and strategic investment in the safety and well-being of our community members throughout the region. As agency heads, it is our responsibility to equip our personnel with the tools and resources necessary to carry out their duties effectively and protect the public.



## 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](http://www.co.wasco.or.us)

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A handwritten signature in blue ink, appearing to read "Lane Magill", written over a horizontal line.

Lane Magill  
Wasco County Sheriff





February 13, 2024

To Whom It May Concern:

I am writing this letter in strong support of the Northern Oregon Regional Tactical Response Team (NORTAC) and the Wasco County Sheriff's Office's request for funding through the State Homeland Security Grant to acquire the ICOR Mini Caliber Tactical Robot. As Lieutenant of the Oregon State Police The Dalles Area Command, I recognize the critical importance of enhancing the capabilities of our law enforcement agencies to respond effectively to emergent and high-risk situations.

The ICOR Mini Caliber Tactical Robot serves as a multifaceted and advanced tool, significantly amplifying operational capabilities within the domain of safety and security for organizations like NORTAC and the surrounding region/communities. Its foremost feature lies in its exceptional mobility, enabling the robot to navigate diverse and challenging terrains with ease. This capability is particularly valuable in scenarios where traditional methods of surveillance or intervention may be limited.

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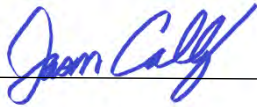
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A handwritten signature in blue ink, appearing to read "Jason Calloway", is positioned above a horizontal line.

Jason Calloway/Lieutenant



## MEMORANDUM

**SUBJECT: LOCAL GOVERNMENT GRANT PROGRAM RESOLUTION**

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**TO: BOARD OF COUNTY COMMISSIONERS**

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**FROM: ALI POSTLEWAIT**

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**DATE: 3/18/24**

### **BACKGROUND INFORMATION:**

Oregon Parks and Recreation has a Local Government Grant Program, which we have successfully applied to in the past and staff took the liberty to draft an application due on April 1. The grant, which is specific for recreational uses, would assist in developing and rehabilitating the existing RV campgrounds at the 159 county-owned property. The scope of the project aims to comprehensively upgrade and expand the existing RV Park, tent campsites and add restrooms and other park facilities that are typical in overnight campgrounds.

In the application, we are requesting \$1,000,000 and there is a 25% match requirement, which comes to \$250,000. That match would likely come from the building improvement fund and potentially local budget funds, local labor/or equipment, and other grants. This grant has been reviewed by the finance director and he has confirmed that we have the match funding required for this grant.

As part of the application, a resolution passed by the Board of County Commissioners is required and has been included in your packet. It is requested that the resolution be passed and approval be given to Ali Postlewait, Director of Administrative Services, to sign the grant application on behalf of Wasco County.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF AUTHORIZING WASCO COUNTY TO APPLY FOR A LOCAL GOV'T GRANT FROM THE OREGON PARKS AND RECREATION DEPARTMENT FOR THE IMPROVEMENT OF AN RV PARK AT THE 159 ACRE COUNTY-OWNED PROPERTY AND DELEGATING AUTHORITY TO THE DIRECTOR OF ADMINISTRATIVE SERVICES TO SIGN THE APPLICATION

**Resolution 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 Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

**WHEREAS**, Wasco County desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements and enhancements; and

**WHEREAS**, the Wasco County Board of Commissioners and Staff have identified potential RV improvements at the 159 acre property as a high priority need in Wasco County; and

**WHEREAS**, the project will rehabilitate and update existing RV infrastructure and tent camping grounds; and

**WHEREAS**, Wasco County has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

**WHEREAS**, Wasco County will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERSARD OF WASCO COUNTY AS FOLLOWS:**

Section 1: The Board of Commissioners demonstrates its support for the submittal of a grant application to the Oregon Park and Recreation Department for development of an RV Park at the 159-acre County-owned property.

Section 2: This Resolution shall be effective following its adoption by the Board of Commissioners.

Passed by the Wasco County Board of Commissioners this 20<sup>th</sup> day of March, 2024.

Wasco County Board of Commissioners:

\_\_\_\_\_  
Steven D. Kramer, Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristen Campbell, County Counsel

\_\_\_\_\_  
Philip I. Brady, County Commissioner



## MOTION

**SUBJECT:** Park and Recreation Grant Application Resolution

---

I move to approve Resolution 24-002 authorizing Wasco County to apply for a Local Government Grant from the Oregon Parks and Recreation Department for the improvement of an RV park at the 159-acre County-owned property and authorizing the Director of Administrative services to sign the application.



## MEMORANDUM

**SUBJECT: Museum Commission Appointment**

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TO: BOARD OF COUNTY COMMISSIONERS

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FROM: KATHY CLARK

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DATE: MARCH 13, 2024

### BACKGROUND INFORMATION:

At their March 12, 2024 meeting, the Wasco County/Fort Dalles Museum Commission voted to recommend Barbara Telfer to be appointed to serve on the Museum Commission.



## INFORMATION AND QUALIFICATION FORM

### FORT DALLES MUSEUM COMMISSION

VOLUNTEER POSITIONS  
WASCO COUNTY, OREGON

#### BACKGROUND

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

#### APPLICATION

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

Name: Barbara Telfer

Address: [REDACTED]

Phone (home): [REDACTED] Phone (mobile/work): [REDACTED]

E-mail address: [REDACTED]

Signature: Barbara Telfer

Date: 3-8-24 Number of years as a Wasco County resident: 60

Your objectives/goals? Desired contributions and accomplishments? Having worked and volunteered in many of our local history organizations, I am familiar with both the history & the groups involved. My library career has given me tools to help document and display our museum's artifacts and history responsibly. Plus, I love learning about new, even if old, things.



PORT DALLES MUSEUM COMMISSION APPLICATION

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

BS, History; Portland State Date(s): [REDACTED]  
 Grad work in history, U of O Date(s): [REDACTED]  
 Confluence training for museums Date(s): 2023  
 Date(s):

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

Discovery Center & Museum (employee) Date(s): 1997-1999  
 Sec. Wasco Co. Hist. Soc. (vol.) Date(s): 1995-1996  
 Docent, Anderson Homestead (emp) Date(s): opening Anderson Homestead  
 Docent, Orig. Wasco Co. Courthouse<sup>(emp)</sup> Date(s): summers 2000-2004

General Comments/Additional Relevant Information

Given my experiences and interests, I feel I could be helpful in planning and executing projects to bring the history of the fort to a wider audience.

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 BARBARA TELFER TO THE WASCO COUNTY/DALLES MUSEUM COMMISSION

**ORDER #24-007**

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

IT APPEARING TO THE BOARD: That a vacancy exists on the Wasco County/The Dalles Museum Commission; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Barbara Telfer be and is hereby appointed to the Wasco County/The Dalles Museum Commission; said term to expire on December 31, 2027..

DATED this 20<sup>th</sup> day of March, 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:** Museum Commission Appointment

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I move to approve Order 24-007 appointing Barbara Telfer to the Wasco County/The Dalles Museum Commission.

# Wasco County Financial Report

For the Fiscal period ending February 29<sup>th</sup>, 2024

Financial statements are presented for the 8<sup>th</sup> month of fiscal year 2024 (FY24). These are the unaudited statements and are intended for managerial use.

For guidance, the straight-line assumption for execution is 66.7%. Not all revenues and expenses are straight-line but it is a good starting point for analysis.

## General Fund

**Non-Departmental** revenues for the fiscal year are at 130.9% of the budget expectation. The primary reason is the beginning fund balance is at 102.2%. Investment Earnings are doing well at 210.6% of the budgeted projections due to increased interest rates.

Property taxes are \$12,909,196 or 99.5% execution. This is up from FY23 by \$893,954 or 7.4%. Based on prior years, another \$640K by the end of the fiscal year is average.

Miscellaneous revenue is executing at 50.6%, under the budgetary expectation. This is where reimbursement comes in and the Administrative & IT revenues from other funds for the General Fund. This needs to be caught up with missed entries. Most have been entered but a few still remain.

General Revenue Allocation show as a positive number which means it is treated as a decrease to revenue. This is part of the allocation of general revenues out to departments in the general fund. Allocations through January have been completed.

**Transfers** out have been recorded. Funds are only being transferred to the Capital Acquisition Fund for the planned purchase of the new County office building. Transfers in at this time consist of the share of the abatement funds for the County General Fund (\$275,000). The remaining transfer in budgeted is in case of reimbursement for Search & Rescue operations on Federal land. None is anticipated at this time.

**Assessment & Taxation** revenues are executing at 75.3% primarily due to the General Revenue Allocation. Licenses-Fees & Permits is executing at 101.9% and is 13.2% (\$2,819) greater than last FY.

Total expenses executed to 44.5% with Personnel executing to 75.2% so within the straight-line assumption when considered as a whole.

**County Clerk** revenues are executing at 77.3%. Charges for Services are up 19.8% over last FY. The overall execution rate is due to the general revenue allocation. Charges for Service & Licenses-Fees & Permits are executing at 45.2% and 61.8% respectively and both are below the straight-line assumption.

Total expense execution is only 33.6% with Personnel executing to 70.5%.

**Sheriff's Office** revenues are executing at 79.0% primarily due to the General Revenue allocation. Charges for Services execution is 195.7% (or \$30,335). The Miscellaneous Revenues are executing at 87.2% (or \$3,926).

Total expense execution is 35.9% with Personnel executing to 60.0%.

**Administrative Services** revenues are executing at 80.7%. The percentage of execution is due to the General Revenue Allocations at 78.6% which is the total allocation through January.

Total expense execution is only 37.4% with Personnel executing to 66.5%

This category includes Employee Administrative Services, IT Services, & Facilities which makes it a very large component of the General Fund.

**Administration** revenues are executing at 91.7%.

Total expense execution is 72.1% with Personnel executing to 58.5%. The expense execution is due to a large layout in Materials & Services – specifically the support paid to Norcor which is on budgetary track to expectations (66.7%). Large amounts in contracted services have exceeded the budget expectations Contracted Services – Legal is budgeted at \$200,000 and \$209,613 has been spent by the end of February.

**District Attorney** revenues are executing at 67.1%.

Expenses executed at 64.1% overall with Personnel at 67.7%

**Planning** revenues are executing at 82.6%.

Expenses executed at 38.1% with Personnel executing at 69.1%

**Public Works** revenues are executing at 184.9%. This is due to Grant revenues being recorded here (\$52,186). Finance is review to ensure this is accurate – still under review.

Expenses executed at 25.2%. Personnel executed at 58.4%.

**Prevention Division – Youth Services & Youth Think** revenues are executing at 88.6%. The INTERGOV REV-SINGLE AUDIT executing at 93.7% really helps pull the execution rate up.

Expenses are executing at 30.8% with Personnel executing at 59.2%.

#### **Building Codes Funds – General & Electrical**

Department revenues executed at 171.3% (General) and 370.1% (Electrical). The License, Fees & Permits is at \$1,233,390 already on a budget of \$465,500 and last year was \$207,048 at this time. The permits for a major project have come through in January. For the Electric side, the large permits came through in February for License, Fees & Permits of \$375,844 on a budget expectation of \$101,817 so an execution of 369.1%.

Personnel for the funds executed at 47.9% and 44.6% (General and Electrical). Materials & Services for General executed at 68.0%. Materials & Services for Electrical executed at 39.1%. No capital expenses occurred in either fund.

The YTD fund balance for General BC is \$5,541,850 which is an increase of \$2,207,229 in fund balance over last year. The YTD fund balance for Electrical BC is \$895,269 which is an increase over last year of \$313,499.

#### **Public Works Fund & Public Works Reserve Fund**

Departmental revenues for Public Works executed at 73.1%. This is due to the Motor Vehicle revenues coming in at 66.5% and the STP Fund Exchange at 256% of budget (\$639,930 on a budget of \$250,000)

Expenditures for Public Works executed at 79.3%. This is due to the cycle of purchases for road supplies and chemicals and is expected as Materials & Services are executing at 87.5%. Personnel is executing at 72.0%. The fund needs to be watched to ensure it does not exceed the budget appropriation. This will include a review of expenses and a determination of whether any are appropriate to charge to the Public Works Reserve fund.

The Public Works Reserve (Road fund) only has interest as revenue executing at 123.5% of budget or \$112,143. On the expense side, the execution is 13%. This is due to \$400,000 for the side account and capital outlay of \$2,168,260.

### **911 & 911 Equipment Funds**

Departmental Revenues for 911 have executed at 57.8%. The County is right on schedule with the funds transferred in as are partner organizations. The cell phone receipts arrive quarterly.

Expenditures executed at 62.6% with Personnel at 68.5% execution.

The Reserve fund is growing by interest and the monthly transfer in of \$5,000 from 911 to plan for future equipment needs. Interest is executing at 159.6%.

### **Community Corrections**

Department revenues executed at 70.0% and expenses executed at 49.6%.

### **Fair & Park**

Revenue for the Fair is executing at 91.6%. This is expected as the Fair happens early in the fiscal year.

Fair expense has executed at 74.6% with Personnel executing at 77.5%. With the change in staffing, a budget change may be needed. This is being watched by Finance.

The Park fund revenues executed at 8.5%. Expenditures executed at 8.4% overall, specifically due to the \$712,236 budgeted for the Capital grant project that has no spending yet.

### **Reserve & Capital Funds**

The Capital Acquisition fund really only received income from investments and transfers in. \$3,314,511 of the budgeted amount has been transferred in – 66.7%. Total capital costs are \$4,063,687 – most of which is for the new office building purchased. With the total transfers in budgeted at \$4,971,766 this means the purchase will not have caused the fund balance to decline at year end.

The Facility Capital Reserve – Also known as the Capital Improvement fund has minimal revenue (\$68,895) with other grant funds budgeted, but not received yet. Interest revenue is \$185,611. Expenses are executing at 0.7% as the budget is \$6,832,152 but only \$50,845 has been spend to date.

The General Operating Reserve fund ran the ARPA funds through here. The expenses are only executing at 27.7% at this point. This includes \$1,600,000 for the PERS side account and \$850,076 on projects.

### **Appropriation vs Budget for all funds**

The expense budget execution for all funds are within the legal level of control (Fund-Dept). While line items may be over or under, the execution does not exceed the legal level of control for any area of the organization in the FY24 fiscal year to date.

A review of the appropriations shows only four areas that have exceeded the budgeted straight-line assumption at the legal level of control. In the General Fund Transfers Out are at 70.1% which is manageable. Public Works is executing at 79.3% which is due to cyclic nature and the purchase of supplies. The Fair Fund had a budget change and is executing at 74.6%. Special Economic Development transfer out is executing at 100% which is planned.

Reconciliations for February are still in process but should be finished by the 3/20/2024 BOCC meeting. All reconciliations up through January have been completed and reviewed with no outstanding issues.



## FY24 Wasco County - 2024-02 February

as of: 3/14/2024

## General Fund-All Dept

Fund	1010 - GENERAL FUND	Fund
Segment 3	All	SubDept
Segment 4	All	Not used

Column Labels		2024		2023					
						FY24- FY23		FY24 Budget - FY24 Budget	
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	Actual Variance	FY24-FY23 %	Actual	Execution	
<b>00 - NON-DEPARTMENTAL RESOURCES</b>					-	0.0%	-	0.0%	
Revenue	(10,641,563)	(13,933,516)	(11,128,865)	(12,436,818)	(1,496,697)	12.0%	3,291,953	130.9%	
400 - BEGINNING FUND BALANCE	(16,295,758)	(16,659,378)	(14,522,943)	(14,876,744)	(1,782,634)	12.0%	363,620	102.2%	
410 - PROPERTY TAXES	(12,975,069)	(12,909,196)	(11,401,691)	(12,015,241)	(893,954)	7.4%	(65,873)	99.5%	
411 - LICENSES-FEES & PERMITS	(1,773,587)	(1,016,290)	(1,978,733)	(1,065,169)	48,879	-4.6%	(757,297)	57.3%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(602,921)	(576,575)	(965,092)	(582,755)	6,179	-1.1%	(26,346)	95.6%	
413 - INTERGOV REV-SINGLE AUDIT	(3,200)	-	(3,200)	-	-	0.0%	(3,200)	0.0%	
416 - FINES & RESTITUTION	-	-	-	-	-	0.0%	-	0.0%	
417 - INVESTMENT EARNINGS	(242,959)	(511,792)	(69,000)	(229,308)	(282,483)	123.2%	268,833	210.6%	
418 - RENTS	(12,109)	(3,471)	(12,114)	(9,129)	5,658	-62.0%	(8,638)	28.7%	
419 - CONTRIBUTIONS & DONATIONS	-	-	-	-	-	0.0%	-	0.0%	
421 - MISCELLANEOUS	(277,670)	(140,612)	(277,599)	(167,860)	27,248	-16.2%	(137,058)	50.6%	
480 - GENERAL REVENUE ALLOCATIONS	21,541,710	17,883,797	18,101,507	16,509,388	1,374,409	8.3%	3,657,913	83.0%	
<b>12 - ASSESSMENT &amp; TAXATION</b>					-	0.0%	-	0.0%	
Revenue	(1,431,334)	(1,081,383)	(1,059,958)	(965,245)	(116,138)	12.0%	(349,951)	75.6%	
411 - LICENSES-FEES & PERMITS	(23,800)	(24,253)	(27,900)	(21,434)	(2,819)	13.2%	453	101.9%	
412 - INTERGOV REV-NON-SINGLE AUDIT	-	-	-	-	-	0.0%	-	0.0%	
415 - INTERNAL SERVICES	(5,000)	(11,023)	(5,000)	(4,783)	(6,240)	130.4%	6,023	220.5%	
420 - SALE OF FIXED ASSETS	-	-	-	-	-	0.0%	-	0.0%	
421 - MISCELLANEOUS	(1,610)	(98)	(1,650)	(147)	49	-33.4%	(1,513)	6.1%	
480 - GENERAL REVENUE ALLOCATIONS	(1,400,924)	(1,046,009)	(1,025,408)	(938,881)	(107,128)	11.4%	(354,915)	74.7%	
Expense	1,431,334	637,637	1,059,958	544,855	92,782	17.0%	793,697	44.5%	
510 - PERSONNEL	761,325	572,546	781,738	494,690	77,856	15.7%	188,779	75.2%	
520 - MATERIALS & SERVICES	670,009	65,091	278,220	50,165	14,926	29.8%	604,918	9.7%	
530 - CAPITAL OUTLAY	-	-	-	-	-	0.0%	-	0.0%	
<b>15 - COUNTY CLERK</b>					-	0.0%	-	0.0%	
Revenue	(833,769)	(644,727)	(872,718)	(653,583)	8,856	-1.4%	(189,042)	77.3%	
411 - LICENSES-FEES & PERMITS	(109,609)	(67,730)	(177,835)	(75,949)	8,220	-10.8%	(41,879)	61.8%	
412 - INTERGOV REV-NON-SINGLE AUDIT	-	-	(82,000)	(63,118)	63,118	-100.0%	-	0.0%	
413 - INTERGOV REV-SINGLE AUDIT	-	-	-	-	-	0.0%	-	0.0%	
414 - CHARGES FOR SERVICE	(60,105)	(27,188)	(53,330)	(22,702)	(4,486)	19.8%	(32,917)	45.2%	
421 - MISCELLANEOUS	-	(60)	-	-	(60)	0.0%	60	0.0%	
480 - GENERAL REVENUE ALLOCATIONS	(664,055)	(549,749)	(559,553)	(491,813)	(57,935)	11.8%	(114,306)	82.8%	

## FY24 Wasco County - 2024-02 February

as of: 3/14/2024

## General Fund-All Dept

Column Labels		2023							
2024									
Depts/Account Categories		Revised Budget	Actual	Revised Budget	Actual	FY24- FY23 Actual Variance	FY24-FY23 %	FY24 Budget - Actual	FY24 Budget Execution
<b>Expense</b>		<b>833,769</b>	<b>302,949</b>	<b>872,718</b>	<b>275,008</b>	27,942	10.2%	530,820	36.3%
510 - PERSONNEL		373,112	263,201	321,345	210,096	53,105	25.3%	109,912	70.5%
520 - MATERIALS & SERVICES		455,857	39,749	469,373	64,912	(25,163)	-38.8%	416,108	8.7%
530 - CAPITAL OUTLAY		4,800	-	82,000	-	-	0.0%	4,800	0.0%
<b>16 - SHERIFF</b>						-	0.0%	-	0.0%
<b>Revenue</b>		<b>(5,956,874)</b>	<b>(4,706,158)</b>	<b>(4,809,127)</b>	<b>(4,155,429)</b>	(550,729)	13.3%	(1,250,716)	79.0%
411 - LICENSES-FEES & PERMITS		(60,000)	(42,682)	(57,000)	(51,390)	8,708	-16.9%	(17,318)	71.1%
412 - INTERGOV REV-NON-SINGLE AUDIT		(302,260)	(77,514)	(195,210)	(101,445)	23,931	-23.6%	(224,746)	25.6%
413 - INTERGOV REV-SINGLE AUDIT		(70,388)	(34,051)	(61,750)	(31,829)	(2,222)	7.0%	(36,337)	48.4%
414 - CHARGES FOR SERVICE		(15,500)	(30,335)	(14,500)	(18,091)	(12,244)	67.7%	14,835	195.7%
416 - FINES & RESTITUTION		(35,000)	(14,063)	(35,000)	(17,282)	3,219	-18.6%	(20,937)	40.2%
419 - CONTRIBUTIONS & DONATIONS		(1,000)	(500)	-	(250)	(250)	100.0%	(500)	50.0%
421 - MISCELLANEOUS		(4,500)	(3,926)	(4,500)	(3,818)	(108)	2.8%	(574)	87.2%
422 - PASS THROUGH PAYMENTS		(4,000)	(1,650)	(3,000)	(2,830)	1,180	-41.7%	(2,350)	41.3%
480 - GENERAL REVENUE ALLOCATIONS		(5,464,226)	(4,501,436)	(4,438,167)	(3,928,493)	(572,943)	14.6%	(962,790)	82.4%
<b>Expense</b>		<b>5,956,874</b>	<b>2,139,950</b>	<b>4,809,127</b>	<b>2,017,574</b>	122,376	6.1%	3,816,924	35.9%
510 - PERSONNEL		2,864,294	1,719,415	2,612,737	1,647,654	71,760	4.4%	1,144,879	60.0%
520 - MATERIALS & SERVICES		679,001	345,379	649,330	289,928	55,452	19.1%	333,622	50.9%
530 - CAPITAL OUTLAY		2,413,579	75,155	1,547,060	79,992	(4,836)	-6.0%	2,338,424	3.1%
<b>17 - ADMINISTRATIVE SERVICES</b>						-	0.0%	-	0.0%
<b>Revenue</b>		<b>(7,035,016)</b>	<b>(5,675,936)</b>	<b>(5,533,641)</b>	<b>(5,379,824)</b>	(296,112)	5.5%	(1,359,080)	80.7%
411 - LICENSES-FEES & PERMITS		(86,076)	(41,665)	(84,730)	(51,946)	10,281	-19.8%	(44,411)	48.4%
412 - INTERGOV REV-NON-SINGLE AUDIT		-	-	-	-	-	0.0%	-	0.0%
413 - INTERGOV REV-SINGLE AUDIT		-	-	-	-	-	0.0%	-	0.0%
414 - CHARGES FOR SERVICE		(115,020)	(46,921)	(108,755)	(40,916)	(6,005)	14.7%	(68,099)	40.8%
415 - INTERNAL SERVICES		-	-	-	-	-	0.0%	-	0.0%
417 - INVESTMENT EARNINGS		-	-	-	-	-	0.0%	-	0.0%
418 - RENTS		(210,636)	(205,835)	(225,660)	(188,078)	(17,756)	9.4%	(4,801)	97.7%
419 - CONTRIBUTIONS & DONATIONS		-	-	-	-	-	0.0%	-	0.0%
421 - MISCELLANEOUS		(4,650)	(180,481)	(4,650)	(155,751)	(24,730)	15.9%	175,831	3881.3%
480 - GENERAL REVENUE ALLOCATIONS		(6,618,634)	(5,201,035)	(5,109,846)	(4,943,133)	(257,902)	5.2%	(1,417,599)	78.6%
<b>Expense</b>		<b>7,035,016</b>	<b>2,627,956</b>	<b>5,533,641</b>	<b>2,379,405</b>	248,551	10.4%	4,407,060	37.4%
510 - PERSONNEL		2,893,905	1,923,843	2,382,854	1,552,774	371,069	23.9%	970,062	66.5%
520 - MATERIALS & SERVICES		1,865,716	694,346	1,626,392	826,631	(132,285)	-16.0%	1,171,370	37.2%
530 - CAPITAL OUTLAY		2,275,395	9,767	1,524,395	-	9,767	0.0%	2,265,628	0.4%
<b>18 - ADMINISTRATION</b>						-	0.0%	-	0.0%
<b>Revenue</b>		<b>(4,333,848)</b>	<b>(3,975,317)</b>	<b>(4,796,285)</b>	<b>(3,871,287)</b>	(104,030)	2.7%	(358,531)	91.7%

## FY24 Wasco County - 2024-02 February

as of: 3/14/2024

## General Fund-All Dept

Column Labels 2024	2023							
	Revised Budget	Actual	Revised Budget	Actual	FY24- FY23 Actual Variance	FY24-FY23 %	FY24 Budget - Actual	FY24 Budget Execution
Depts/Account Categories								
411 - LICENSES-FEES & PERMITS	-	-			-	0.0%	-	0.0%
412 - INTERGOV REV-NON-SINGLE AUDIT	(749,218)	(710,605)	(690,059)	(498,101)	(212,503)	42.7%	(38,613)	94.8%
413 - INTERGOV REV-SINGLE AUDIT	(126,106)	(119,407)	(726,420)	(148,124)	28,717	-19.4%	(6,699)	94.7%
414 - CHARGES FOR SERVICE	-	-	-	-	-	0.0%	-	0.0%
419 - CONTRIBUTIONS & DONATIONS	-	-	-	(30,875)	30,875	-100.0%	-	0.0%
420 - SALE OF FIXED ASSETS	(4,000)	-	(4,000)	-	-	0.0%	(4,000)	0.0%
421 - MISCELLANEOUS	(31,000)	(614)	(31,000)	(960)	346	-36.0%	(30,386)	2.0%
480 - GENERAL REVENUE ALLOCATIONS	(3,423,524)	(3,144,691)	(3,344,806)	(3,193,227)	48,536	-1.5%	(278,833)	91.9%
<b>Expense</b>	<b>4,333,848</b>	<b>3,123,643</b>	<b>4,796,285</b>	<b>3,250,762</b>	<b>(127,119)</b>	<b>-3.9%</b>	<b>1,210,205</b>	<b>72.1%</b>
510 - PERSONNEL	166,357	97,358	159,746	120,638	(23,280)	-19.3%	68,999	58.5%
520 - MATERIALS & SERVICES	4,022,491	3,026,284	4,491,539	3,128,531	(102,246)	-3.3%	996,207	75.2%
530 - CAPITAL OUTLAY	145,000	-	145,000	1,593	(1,593)	-100.0%	145,000	0.0%
<b>19 - DISTRICT ATTORNEY</b>					-	0.0%	-	0.0%
<b>Revenue</b>	<b>(1,130,081)</b>	<b>(757,736)</b>	<b>(1,279,521)</b>	<b>(869,806)</b>	<b>112,069</b>	<b>-12.9%</b>	<b>(372,345)</b>	<b>67.1%</b>
412 - INTERGOV REV-NON-SINGLE AUDIT	(101,655)	(19,016)	(101,655)	(84,658)	65,642	-77.5%	(82,639)	18.7%
413 - INTERGOV REV-SINGLE AUDIT	(109,517)	(41,279)	(109,517)	(54,088)	12,808	-23.7%	(68,238)	37.7%
416 - FINES & RESTITUTION	-	-	-	-	-	0.0%	-	0.0%
419 - CONTRIBUTIONS & DONATIONS	-	(1,415)	-	-	(1,415)	0.0%	1,415	0.0%
421 - MISCELLANEOUS	(104,872)	(90,092)	(104,872)	(94,908)	4,816	-5.1%	(14,780)	85.9%
480 - GENERAL REVENUE ALLOCATIONS	(814,037)	(605,934)	(963,477)	(636,153)	30,219	-4.8%	(208,103)	74.4%
<b>Expense</b>	<b>1,130,081</b>	<b>724,757</b>	<b>1,279,521</b>	<b>688,029</b>	<b>36,728</b>	<b>5.3%</b>	<b>405,324</b>	<b>64.1%</b>
510 - PERSONNEL	991,180	670,988	938,227	598,996	71,992	12.0%	320,192	67.7%
520 - MATERIALS & SERVICES	136,059	53,768	338,452	89,033	(35,265)	-39.6%	82,291	39.5%
530 - CAPITAL OUTLAY	2,842	-	2,842	-	-	0.0%	2,842	0.0%
<b>21 - PLANNING</b>					-	0.0%	-	0.0%
<b>Revenue</b>	<b>(1,592,490)</b>	<b>(1,315,677)</b>	<b>(1,305,532)</b>	<b>(1,157,707)</b>	<b>(157,970)</b>	<b>13.6%</b>	<b>(276,813)</b>	<b>82.6%</b>
411 - LICENSES-FEES & PERMITS	(125,100)	(74,522)	(125,100)	(61,260)	(13,262)	21.6%	(50,578)	59.6%
412 - INTERGOV REV-NON-SINGLE AUDIT	(35,000)	(71,932)	(18,900)	(19,877)	(52,055)	261.9%	36,932	205.5%
413 - INTERGOV REV-SINGLE AUDIT	(50,000)	-	(50,000)	(50,000)	50,000	-100.0%	(50,000)	0.0%
414 - CHARGES FOR SERVICE	-	-	-	-	-	0.0%	-	0.0%
421 - MISCELLANEOUS	(100)	(50,000)	(100)	-	(50,000)	0.0%	49,900	50000.0%
480 - GENERAL REVENUE ALLOCATIONS	(1,382,290)	(1,119,222)	(1,111,432)	(1,026,569)	(92,653)	9.0%	(263,068)	81.0%
<b>Expense</b>	<b>1,592,490</b>	<b>606,544</b>	<b>1,305,532</b>	<b>549,091</b>	<b>57,453</b>	<b>10.5%</b>	<b>985,946</b>	<b>38.1%</b>
510 - PERSONNEL	843,132	582,743	806,104	513,113	69,631	13.6%	260,389	69.1%
520 - MATERIALS & SERVICES	749,358	23,801	499,428	35,978	(12,177)	-33.8%	725,557	3.2%
530 - CAPITAL OUTLAY	-	-	-	-	-	0.0%	-	0.0%
<b>22 - PUBLIC WORKS</b>					-	0.0%	-	0.0%

## FY24 Wasco County - 2024-02 February

as of: 3/14/2024

## General Fund-All Dept

Column Labels		2023							
2024									
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	FY24- FY23 Actual Variance	FY24-FY23 %	FY24 Budget - Actual	FY24 Budget Execution	
<b>Revenue</b>	<b>(153,178)</b>	<b>(283,234)</b>	<b>(149,323)</b>	<b>(206,832)</b>	(76,402)	36.9%	130,056	184.9%	
411 - LICENSES-FEES & PERMITS	(15,000)	(11,000)	(15,000)	(17,632)	6,632	-37.6%	(4,000)	73.3%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(1,000)	-	(1,000)	-	-	0.0%	(1,000)	0.0%	
414 - CHARGES FOR SERVICE	(1,865)	(1,865)	(1,865)	(1,865)	-	0.0%	-	100.0%	
421 - MISCELLANEOUS	(100)	(52,186)	(100)	(25,512)	(26,675)	104.6%	52,086	52186.2%	
480 - GENERAL REVENUE ALLOCATIONS	(135,213)	(218,183)	(131,358)	(161,823)	(56,359)	34.8%	82,970	161.4%	
<b>Expense</b>	<b>153,178</b>	<b>38,605</b>	<b>149,323</b>	<b>40,770</b>	(2,165)	-5.3%	114,573	25.2%	
510 - PERSONNEL	50,078	29,235	43,423	31,226	(1,991)	-6.4%	20,843	58.4%	
520 - MATERIALS & SERVICES	101,472	9,370	104,272	9,544	(174)	-1.8%	92,102	9.2%	
530 - CAPITAL OUTLAY	1,628	-	1,628	-	-	0.0%	1,628	0.0%	
<b>24 - PREVENTION DIVISION</b>					-	0.0%	-	0.0%	
<b>Revenue</b>	<b>(2,456,139)</b>	<b>(2,175,372)</b>	<b>(2,000,224)</b>	<b>(1,641,604)</b>	(533,768)	32.5%	(280,767)	88.6%	
411 - LICENSES-FEES & PERMITS	-	-	(1,000)	-	-	0.0%	-	0.0%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(263,157)	(122,236)	(223,714)	(35,516)	(86,720)	244.2%	(140,921)	46.4%	
413 - INTERGOV REV-SINGLE AUDIT	(330,500)	(309,632)	(330,500)	(301,098)	(8,534)	2.8%	(20,868)	93.7%	
414 - CHARGES FOR SERVICE	(35,000)	-	(20,000)	-	-	0.0%	(35,000)	0.0%	
416 - FINES & RESTITUTION	-	(120)	-	(0)	(120)	52073.9%	120	0.0%	
419 - CONTRIBUTIONS & DONATIONS	(1,500)	(1,583)	-	(6,370)	4,787	-75.1%	83	105.5%	
421 - MISCELLANEOUS	(187,175)	(244,262)	(7,550)	(109,324)	(134,938)	123.4%	57,087	130.5%	
480 - GENERAL REVENUE ALLOCATIONS	(1,638,807)	(1,497,539)	(1,417,460)	(1,189,296)	(308,243)	25.9%	(141,268)	91.4%	
<b>Expense</b>	<b>2,456,139</b>	<b>757,006</b>	<b>2,000,224</b>	<b>874,234</b>	(117,228)	-13.4%	1,699,133	30.8%	
510 - PERSONNEL	956,718	566,418	854,425	631,214	(64,796)	-10.3%	390,300	59.2%	
520 - MATERIALS & SERVICES	1,499,421	190,588	1,145,799	243,020	(52,432)	-21.6%	1,308,833	12.7%	
530 - CAPITAL OUTLAY	-	-	-	-	-	0.0%	-	0.0%	
<b>90 - TRANSFERS</b>					-	0.0%	-	0.0%	
<b>Revenue</b>	<b>(459,770)</b>	<b>(275,000)</b>	<b>(459,770)</b>	<b>(275,000)</b>	-	0.0%	(184,770)	59.8%	
450 - TRANSFERS IN	(459,770)	(275,000)	(459,770)	(275,000)	-	0.0%	(184,770)	59.8%	
<b>Expense</b>	<b>5,705,725</b>	<b>3,998,231</b>	<b>2,507,670</b>	<b>1,686,946</b>	2,311,285	137.0%	1,707,494	70.1%	
550 - TRANSFERS OUT	5,705,725	3,998,231	2,507,670	1,686,946	2,311,285	137.0%	1,707,494	70.1%	
<b>Grand Total</b>	<b>(5,395,608)</b>	<b>(19,866,778)</b>	<b>(9,080,965)</b>	<b>(19,306,462)</b>	(560,317)	2.9%	14,471,170	368.2%	

# FY24 Wasco County - 2024-02 February

as of: 3/14/2024

## Building Codes

Fund	1500 - BUILDING CODES GENERAL
Segment 3	All
Segment 4	All

Fund  
SubDept  
Not used

Column Labels		2023			FY24- FY23			
2024					FY24- FY23	FY24- FY23	FY24 Budget -	FY24
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	Actual	%	Actual	Budget
					Variance		Execution	
<b>00 - NON-DEPARTMENTAL RESOURCES</b>					-	0.0%	-	0.0%
Revenue	(3,201,806)	(4,784,684)	(3,341,050)	(3,470,697)	(1,313,986)	37.9%	1,582,878	149.4%
400 - BEGINNING FUND BALANCE	(3,140,929)	(4,653,009)	(3,324,428)	(3,420,981)	(1,232,027)	36.0%	1,512,080	148.1%
411 - LICENSES-FEES & PERMITS	-	-	-	-	-	0.0%	-	0.0%
417 - INVESTMENT EARNINGS	(60,877)	(131,675)	(16,622)	(49,716)	(81,959)	164.9%	70,798	216.3%
<b>25 - BUILDING CODES</b>					-	0.0%	-	0.0%
Revenue	(765,500)	(1,311,118)	(794,138)	(264,120)	(1,046,998)	396.4%	545,618	171.3%
411 - LICENSES-FEES & PERMITS	(465,500)	(1,233,390)	(494,138)	(207,048)	(1,026,342)	495.7%	767,890	265.0%
421 - MISCELLANEOUS	(300,000)	(77,727)	(300,000)	(57,071)	(20,656)	36.2%	(222,273)	25.9%
Expense	1,543,780	553,952	1,585,491	400,196	153,756	38.4%	989,828	35.9%
510 - PERSONNEL	455,172	217,823	500,320	288,844	(71,021)	-24.6%	237,349	47.9%
520 - MATERIALS & SERVICES	488,608	336,129	485,171	111,352	224,776	201.9%	152,479	68.8%
530 - CAPITAL OUTLAY	600,000	-	600,000	-	-	0.0%	600,000	0.0%
<b>90 - TRANSFERS</b>	-	-			-	0.0%	-	0.0%
<b>Grand Total</b>	<b>(2,423,526)</b>	<b>(5,541,850)</b>	<b>(2,549,697)</b>	<b>(3,334,621)</b>	<b>(2,207,229)</b>	<b>66.2%</b>	<b>3,118,324</b>	<b>228.7%</b>

# FY24 Wasco County - 2024-02 February

as of: 3/14/2024

## Building Codes

Fund	1600 - BUILDING CODES - ELECTRICAL
Segment 3	All
Segment 4	All

Fund  
SubDept  
Not used

Column Labels		2023			FY24- FY23				
2024					Actual	FY24-FY23	FY24 Budget -	FY24	
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	Variance	%	Actual	Budget Execution	
00 - NON-DEPARTMENTAL RESOURCES					-	0.0%	-	0.0%	
Revenue		(571,881)	(623,995)	(676,806)	(677,052)	53,058	-7.8%	52,114	109.1%
400 - BEGINNING FUND BALANCE		(560,626)	(608,524)	(673,774)	(667,843)	59,318	-8.9%	47,898	108.5%
411 - LICENSES-FEES & PERMITS		-	-	-	-	-	0.0%	-	0.0%
417 - INVESTMENT EARNINGS		(11,255)	(15,471)	(3,032)	(9,210)	(6,261)	68.0%	4,216	137.5%
25 - BUILDING CODES					-	0.0%	-	0.0%	
Revenue		(102,193)	(378,169)	(98,943)	(53,620)	(324,549)	605.3%	275,976	370.1%
411 - LICENSES-FEES & PERMITS		(101,817)	(375,844)	(98,567)	(53,470)	(322,374)	602.9%	274,027	369.1%
421 - MISCELLANEOUS		(376)	(2,325)	(376)	(150)	(2,175)	1450.0%	1,949	618.4%
Expense		245,159	106,895	239,923	148,903	(42,007)	-28.2%	138,264	43.6%
510 - PERSONNEL		201,360	89,791	197,286	128,124	(38,333)	-29.9%	111,569	44.6%
520 - MATERIALS & SERVICES		43,799	17,104	42,637	20,779	(3,675)	-17.7%	26,695	39.1%
530 - CAPITAL OUTLAY		-	-	-	-	-	0.0%	-	0.0%
90 - TRANSFERS		-	-	-	-	-	0.0%	-	0.0%
Grand Total		(428,915)	(895,269)	(535,826)	(581,770)	(313,499)	53.9%	466,354	208.7%



# FY24 Wasco County - 2024-02 February

as of: 3/14/2024

## Public Works

Fund	2020 - PUBLIC WORKS FUND	Fund
Segment 3	All	SubDept
Segment 4	All	Not used

Column Labels		2023							
2024									
Depts/Account Categories		Revised Budget	Actual	Revised Budget	Actual	FY24- FY23 Actual Variance	FY24-FY23 %	FY24 Budget - FY24 Budget Actual	Execution
<b>00 - NON-DEPARTMENTAL RESOURCES</b>						-	0.0%	-	0.0%
Revenue		(3,378,219)	(3,277,314)	(3,254,712)	(3,252,848)	(24,466)	0.8%	(100,905)	97.0%
400 - BEGINNING FUND BALANCE		(3,319,615)	(3,218,893)	(3,211,532)	(3,210,383)	(8,510)	0.3%	(100,722)	97.0%
415 - INTERNAL SERVICES		(3,180)	-	(3,180)	(2,120)	2,120	-100.0%	(3,180)	0.0%
417 - INVESTMENT EARNINGS		(55,424)	(58,421)	(40,000)	(40,345)	(18,076)	44.8%	2,997	105.4%
<b>22 - PUBLIC WORKS</b>						-	0.0%	-	0.0%
Revenue		(4,059,927)	(2,967,645)	(4,113,680)	(2,456,318)	(511,326)	20.8%	(1,092,283)	73.1%
411 - LICENSES-FEES & PERMITS		(15,000)	(8,954)	(12,000)	(5,700)	(3,254)	57.1%	(6,046)	59.7%
412 - INTERGOV REV-NON-SINGLE AUDIT		(3,125,000)	(2,678,175)	(3,258,575)	(2,218,000)	(460,174)	20.7%	(446,825)	85.7%
413 - INTERGOV REV-SINGLE AUDIT		(571,427)	(343)	(513,605)	-	(343)	0.0%	(571,084)	0.1%
414 - CHARGES FOR SERVICE		(336,000)	(258,949)	(307,000)	(231,770)	(27,179)	11.7%	(77,051)	77.1%
420 - SALE OF FIXED ASSETS		(10,000)	-	(20,000)	(79)	79	-100.0%	(10,000)	0.0%
421 - MISCELLANEOUS		(2,500)	(45)	(2,500)	(769)	724	-94.1%	(2,455)	1.8%
530 - CAPITAL OUTLAY		-	(21,179)	-	-	(21,179)	0.0%	21,179	0.0%
Expense		4,217,558	3,343,011	4,153,582	2,968,883	374,128	12.6%	874,547	79.3%
510 - PERSONNEL		2,243,958	1,616,148	2,159,032	1,404,140	212,009	15.1%	627,810	72.0%
520 - MATERIALS & SERVICES		1,973,600	1,726,863	1,889,550	1,564,744	162,119	10.4%	246,737	87.5%
530 - CAPITAL OUTLAY		-	-	105,000	-	-	0.0%	-	0.0%
<b>90 - TRANSFERS</b>						-	0.0%	-	0.0%
Revenue		-	-	-	-	-	0.0%	-	0.0%
450 - TRANSFERS IN		-	-	-	-	-	0.0%	-	0.0%
Expense		-	-	-	-	-	0.0%	-	0.0%
550 - TRANSFERS OUT		-	-	-	-	-	0.0%	-	0.0%
<b>Grand Total</b>		<b>(3,220,588)</b>	<b>(2,901,948)</b>	<b>(3,214,810)</b>	<b>(2,740,282)</b>	<b>(161,665)</b>	<b>5.9%</b>	<b>(318,640)</b>	<b>90.1%</b>

# FY24 Wasco County - 2024-02 February

as of: 3/14/2024

## Public Works Reserve

Fund	3210 - ROAD RESERVE FUND
Segment 3	All
Segment 4	All

Fund  
SubDept  
Not used

Column Labels		2024		2023					
						FY24- FY23		FY24 Budget - FY24 Budget	
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual		Actual	Variance	FY24-FY23 %	Execution
<b>00 - NON-DEPARTMENTAL RESOURCES</b>						-		0.0%	0.0%
Revenue	(4,645,332)	(4,699,125)	(3,707,355)	(4,534,464)		(164,660)		3.6%	101.2%
400 - BEGINNING FUND BALANCE	(4,554,517)	(4,586,982)	(3,685,355)	(4,468,927)		(118,055)		2.6%	100.7%
417 - INVESTMENT EARNINGS	(90,815)	(112,143)	(22,000)	(65,537)		(46,606)		71.1%	123.5%
<b>22 - PUBLIC WORKS</b>						-		0.0%	0.0%
Revenue	-	-	-	-		-		0.0%	0.0%
412 - INTERGOV REV-NON-SINGLE AUDIT	-	-	-	-		-		0.0%	0.0%
Expense	4,645,332	604,075	3,707,355	-		604,075		0.0%	13.0%
510 - PERSONNEL	400,000	400,000	-	-		400,000		0.0%	100.0%
520 - MATERIALS & SERVICES	2,077,072	204,075	1,539,095	-		204,075		0.0%	9.8%
530 - CAPITAL OUTLAY	2,168,260	-	2,168,260	-		-		0.0%	0.0%
<b>90 - TRANSFERS</b>						-		0.0%	0.0%
Revenue	-	-	-	-		-		0.0%	0.0%
450 - TRANSFERS IN	-	-	-	-		-		0.0%	0.0%
Expense	-	-	-	-		-		0.0%	0.0%
550 - TRANSFERS OUT	-	-	-	-		-		0.0%	0.0%
<b>Grand Total</b>	-	(4,095,050)	-	(4,534,464)		439,415		-9.7%	0.0%

# FY24 Wasco County - 2024-02 February

as of: 3/14/2024

911

Fund	2200 - 911 COMMUNICATIONS FUND	Fund
Segment 3	All	SubDept
Segment 4	All	Not used

Column Labels		2023							
2024									
Depts/Account Categories		Revised Budget	Actual	Revised Budget	Actual	FY24- FY23 Actual Variance	FY24-FY23 %	FY24 Budget - FY24 Budget Actual	Execution
<b>00 - NON-DEPARTMENTAL RESOURCES</b>						-	0.0%	-	0.0%
<b>Revenue</b>		<b>(388,550)</b>	<b>(238,912)</b>	<b>(275,764)</b>	<b>(364,895)</b>	125,982	-34.5%	(149,638)	61.5%
400 - BEGINNING FUND BALANCE		(384,750)	(238,596)	(274,264)	(360,935)	122,338	-33.9%	(146,154)	62.0%
417 - INVESTMENT EARNINGS		(3,800)	(316)	(1,500)	(3,960)	3,644	-92.0%	(3,484)	8.3%
<b>16 - SHERIFF</b>						-	0.0%	-	0.0%
<b>Revenue</b>		<b>(1,016,993)</b>	<b>(587,870)</b>	<b>(1,039,399)</b>	<b>(585,074)</b>	(2,796)	0.5%	(429,123)	57.8%
412 - INTERGOV REV-NON-SINGLE AUDIT		(645,900)	(341,769)	(668,938)	(339,168)	(2,602)	0.8%	(304,131)	52.9%
414 - CHARGES FOR SERVICE		(370,993)	(245,995)	(370,361)	(245,575)	(421)	0.2%	(124,998)	66.3%
421 - MISCELLANEOUS		(100)	(105)	(100)	(331)	226	-68.2%	5	105.4%
<b>Expense</b>		<b>1,341,259</b>	<b>839,254</b>	<b>1,275,542</b>	<b>795,699</b>	43,555	5.5%	502,005	62.6%
510 - PERSONNEL		1,063,757	728,770	1,015,087	670,915	57,855	8.6%	334,987	68.5%
520 - MATERIALS & SERVICES		277,502	110,484	260,455	124,784	(14,300)	-11.5%	167,018	39.8%
530 - CAPITAL OUTLAY		-	-	-	-	-	0.0%	-	0.0%
540 - DEBT SERVICE		-	-	-	-	-	0.0%	-	0.0%
<b>90 - TRANSFERS</b>						-	0.0%	-	0.0%
<b>Revenue</b>		<b>(150,716)</b>	<b>(100,477)</b>	<b>(150,457)</b>	<b>(100,304)</b>	(173)	0.2%	(50,239)	66.7%
450 - TRANSFERS IN		(150,716)	(100,477)	(150,457)	(100,304)	(173)	0.2%	(50,239)	66.7%
<b>Expense</b>		<b>60,000</b>	<b>40,000</b>	<b>30,000</b>	<b>20,000</b>	20,000	100.0%	20,000	66.7%
550 - TRANSFERS OUT		60,000	40,000	30,000	20,000	20,000	100.0%	20,000	66.7%
<b>Grand Total</b>		<b>(155,000)</b>	<b>(48,005)</b>	<b>(160,078)</b>	<b>(234,573)</b>	186,568	-79.5%	(106,995)	31.0%

# FY24 Wasco County - 2024-02 February

as of: 3/14/2024

## 911Equip

Fund	3240 - 911 EQUIPMENT RESERVE	Fund
Segment 3	All	SubDept
Segment 4	All	Not used

Column Labels		2024		2023					
						FY24- FY23		FY24 Budget FY24 Budget	
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual		Actual Variance	FY24-FY23 %	- Actual	Execution
<b>00 - NON-DEPARTMENTAL RESOURCES</b>						-	0.0%	-	0.0%
<b>Revenue</b>	<b>(350,890)</b>	<b>(357,038)</b>	<b>(308,903)</b>	<b>(313,529)</b>		(43,510)	13.9%	6,148	101.8%
400 - BEGINNING FUND BALANCE	(344,890)	(347,465)	(308,355)	(308,835)		(38,630)	12.5%	2,575	100.7%
417 - INVESTMENT EARNINGS	(6,000)	(9,573)	(548)	(4,694)		(4,879)	104.0%	3,573	159.6%
<b>16 - SHERIFF</b>						-	0.0%	-	0.0%
<b>Revenue</b>	-	-	-	-		-	0.0%	-	0.0%
413 - INTERGOV REV-SINGLE AUDIT	-	-	-	-		-	0.0%	-	0.0%
<b>Expense</b>	<b>410,890</b>	-	<b>338,903</b>	-		-	0.0%	410,890	0.0%
530 - CAPITAL OUTLAY	410,890	-	338,903	-		-	0.0%	410,890	0.0%
<b>90 - TRANSFERS</b>						-	0.0%	-	0.0%
<b>Revenue</b>	<b>(60,000)</b>	<b>(40,000)</b>	<b>(30,000)</b>	<b>(20,000)</b>		(20,000)	100.0%	(20,000)	66.7%
450 - TRANSFERS IN	(60,000)	(40,000)	(30,000)	(20,000)		(20,000)	100.0%	(20,000)	66.7%
<b>Expense</b>	-	-	-	-		-	0.0%	-	0.0%
550 - TRANSFERS OUT	-	-	-	-		-	0.0%	-	0.0%
<b>Grand Total</b>	-	<b>(397,038)</b>	-	<b>(333,529)</b>		(63,510)	19.0%	397,038	0.0%

# FY24 Wasco County - 2024-02 February

as of: 3/14/2024

## Community Corrections

Fund 2270 - COMMUNITY CORRECTIONS FUND  
 Segment 3 All  
 Segment 4 All

Fund  
 SubDept  
 Not used

Column Labels		2024		2023					
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	FY24- FY23 Actual Variance	FY24-FY23 %	FY24 Budget - FY24 Budget Actual	Execution	
<b>00 - NON-DEPARTMENTAL RESOURCES</b>					-	0.0%	-	0.0%	
Revenue	(1,211,559)	(1,418,256)	(1,084,557)	(1,085,146)	(333,110)	30.7%	206,697	117.1%	
400 - BEGINNING FUND BALANCE	(1,181,654)	(1,388,509)	(1,074,557)	(1,062,080)	(326,429)	30.7%	206,855	117.5%	
417 - INVESTMENT EARNINGS	(29,905)	(29,747)	(10,000)	(23,065)	(6,681)	29.0%	(158)	99.5%	
<b>16 - SHERIFF</b>					-	0.0%	-	0.0%	
Revenue	(1,517,500)	(1,062,186)	(1,777,148)	(1,514,183)	451,997	-29.9%	(455,314)	70.0%	
411 - LICENSES-FEES & PERMITS	(22,000)	(29,803)	(32,000)	(21,054)	(8,748)	41.6%	7,803	135.5%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(1,495,500)	(1,023,383)	(1,745,148)	(1,490,746)	467,363	-31.4%	(472,117)	68.4%	
421 - MISCELLANEOUS	-	(9,000)	-	(2,383)	(6,617)	277.7%	9,000	0.0%	
Expense	2,355,256	1,168,417	2,487,902	895,027	273,390	30.5%	1,186,839	49.6%	
510 - PERSONNEL	787,019	557,920	948,329	520,201	37,719	7.3%	229,099	70.9%	
520 - MATERIALS & SERVICES	1,101,029	610,496	989,573	374,826	235,670	62.9%	490,533	55.4%	
530 - CAPITAL OUTLAY	467,208	-	550,000	-	-	0.0%	467,208	0.0%	
<b>90 - TRANSFERS</b>	-	-	-	-	-	0.0%	-	0.0%	
<b>Grand Total</b>	<b>(373,803)</b>	<b>(1,312,025)</b>	<b>(373,803)</b>	<b>(1,704,302)</b>	392,277	-23.0%	938,222	351.0%	

# FY24 Wasco County - 2024-02 February

as of: 3/14/2024

## Fair&Park

Fund	2030 - COUNTY FAIR FUND	Fund
Segment 3	All	SubDept
Segment 4	All	Not used

Column Labels		2023							
		2024				FY24- FY23		FY24 Budget FY24 Budget	
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	Actual Variance	FY24-FY23 %	- Actual	Execution	
<b>00 - NON-DEPARTMENTAL RESOURCES</b>					-	0.0%	-	0.0%	
<b>Revenue</b>	<b>(263,329)</b>	<b>(291,248)</b>	<b>(306,278)</b>	<b>(309,349)</b>	18,101	-5.9%	27,919	110.6%	
400 - BEGINNING FUND BALANCE	(257,073)	(284,645)	(304,716)	(304,716)	20,071	-6.6%	27,572	110.7%	
417 - INVESTMENT EARNINGS	(6,256)	(6,603)	(1,562)	(4,633)	(1,970)	42.5%	347	105.5%	
<b>18 - ADMINISTRATION</b>					-	0.0%	-	0.0%	
<b>Revenue</b>	<b>(214,252)</b>	<b>(196,224)</b>	<b>(180,228)</b>	<b>(227,907)</b>	31,683	-13.9%	(18,028)	91.6%	
411 - LICENSES-FEES & PERMITS	(108,085)	(102,839)	(109,861)	(106,605)	3,767	-3.5%	(5,246)	95.1%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(53,167)	(53,167)	(53,167)	(53,167)	-	0.0%	(0)	100.0%	
414 - CHARGES FOR SERVICE	-	-	-	-	-	0.0%	-	0.0%	
418 - RENTS	-	-	(7,200)	400	(400)	-100.0%	-	0.0%	
419 - CONTRIBUTIONS & DONATIONS	(19,000)	(38,573)	(10,000)	(12,124)	(26,449)	218.2%	19,573	203.0%	
421 - MISCELLANEOUS	(34,000)	(1,646)	-	(56,411)	54,765	-97.1%	(32,354)	4.8%	
<b>Expense</b>	<b>331,471</b>	<b>247,120</b>	<b>259,591</b>	<b>245,148</b>	1,971	0.8%	84,352	74.6%	
510 - PERSONNEL	24,610	19,066	33,391	18,404	662	3.6%	5,544	77.5%	
520 - MATERIALS & SERVICES	245,861	228,054	226,200	226,744	1,310	0.6%	17,807	92.8%	
530 - CAPITAL OUTLAY	61,000	-	-	-	-	0.0%	61,000	0.0%	
<b>90 - TRANSFERS</b>	<b>12,000</b>	<b>(38,000)</b>	<b>22,000</b>	<b>(28,000)</b>	(10,000)	35.7%	50,000	-316.7%	
<b>Grand Total</b>	<b>(134,110)</b>	<b>(278,353)</b>	<b>(204,915)</b>	<b>(320,108)</b>	41,755	-13.0%	144,243	207.6%	

as of: 3/14/2024

Fund	2230 - PARKS FUND
Segment 3	All
Segment 4	All

Fund  
SubDept  
Not used

Column Labels								
2024			2023					
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	FY24- FY23		FY24 Budget	FY24 Budget
					Actual	Variance	FY24-FY23 %	- Actual
00 - NON-DEPARTMENTAL RESOURCES					-	0.0%	-	0.0%
Revenue	(299,949)	(304,489)	(273,119)	(247,080)	(57,408)	23.2%	4,540	101.5%
400 - BEGINNING FUND BALANCE	(294,524)	(297,529)	(271,319)	(243,156)	(54,374)	22.4%	3,005	101.0%
417 - INVESTMENT EARNINGS	(5,425)	(6,959)	(1,800)	(3,925)	(3,035)	77.3%	1,534	128.3%
18 - ADMINISTRATION					-	0.0%	-	0.0%
Revenue	(599,036)	(50,992)	(394,250)	(72,265)	21,273	-29.4%	(548,044)	8.5%
411 - LICENSES-FEES & PERMITS	(26,250)	(17,450)	(26,250)	(32,175)	14,725	-45.8%	(8,800)	66.5%
412 - INTERGOV REV-NON-SINGLE AUDIT	(572,786)	(33,542)	(368,000)	(39,520)	5,978	-15.1%	(539,244)	5.9%
418 - RENTS	-	-	-	-	-	0.0%	-	0.0%
419 - CONTRIBUTIONS & DONATIONS	-	-	-	-	-	0.0%	-	0.0%
421 - MISCELLANEOUS	-	-	-	(571)	571	-100.0%	-	0.0%
Expense	847,637	71,419	554,381	65,389	6,030	9.2%	776,218	8.4%
510 - PERSONNEL	57,428	34,349	46,411	40,746	(6,397)	-15.7%	23,079	59.8%
520 - MATERIALS & SERVICES	77,970	37,070	77,970	24,643	12,427	50.4%	40,900	47.5%
530 - CAPITAL OUTLAY	712,239	-	430,000	-	-	0.0%	712,239	0.0%
90 - TRANSFERS	(50,000)	-	(50,000)	-	-	0.0%	(50,000)	0.0%
Grand Total	(101,348)	(284,062)	(162,988)	(253,957)	(30,105)	11.9%	182,714	280.3%



## FY24 Wasco County - 2024-02 February

as of: 3/14/2024

## Reserve &amp; Capital

Segment 3	All	Fund
Segment 4	All	SubDept
		Not used

Column Labels		2023						
2024								
Depts/Account Categories		Revised Budget	Actual	Revised Budget	Actual	FY24- FY23 Actual Variance	FY24- FY23 %	FY24 Budget - FY24 Budget Actual Execution
<b>3220 - CAPITAL ACQUISITIONS FUND</b>		-	(2,323,969)	-	(2,748,113)	424,144	-15.4%	2,323,969 0.0%
<b>00 - NON-DEPARTMENTAL RESOURCES</b>								
Revenue		(3,061,875)	(3,073,146)	(3,799,511)	(3,801,818)	728,672	-19.2%	11,271 100.4%
400 - BEGINNING FUND BALANCE		(3,009,491)	(3,031,782)	(3,780,211)	(3,763,187)	731,405	-19.4%	22,291 100.7%
417 - INVESTMENT EARNINGS		(52,384)	(41,364)	(19,300)	(38,631)	(2,733)	7.1%	(11,020) 79.0%
<b>18 - ADMINISTRATION</b>								
Revenue		-	-	-	-	-	0.0%	- 0.0%
412 - INTERGOV REV-NON-SINGLE AUDIT		-	-	-	-	-	0.0%	- 0.0%
418 - RENTS		-	-	-	-	-	0.0%	- 0.0%
Expense		8,033,641	4,063,687	4,549,511	1,553,705	2,509,983	161.5%	3,969,954 50.6%
520 - MATERIALS & SERVICES		-	-	-	-	-	0.0%	- 0.0%
530 - CAPITAL OUTLAY		8,033,641	4,063,687	4,549,511	1,553,705	2,509,983	161.5%	3,969,954 50.6%
<b>90 - TRANSFERS</b>								
Revenue		(4,971,766)	(3,314,511)	(750,000)	(500,000)	(2,814,511)	562.9%	(1,657,255) 66.7%
450 - TRANSFERS IN		(4,971,766)	(3,314,511)	(750,000)	(500,000)	(2,814,511)	562.9%	(1,657,255) 66.7%
<b>3260 - CAPITAL IMPROVEMENT RESERVE</b>		-	(5,922,839)	-	(5,203,027)	(719,812)	13.8%	5,922,839 0.0%
<b>00 - NON-DEPARTMENTAL RESOURCES</b>								
Revenue		(5,707,810)	(5,907,789)	(3,725,503)	(3,707,089)	(2,200,701)	59.4%	199,979 103.5%
400 - BEGINNING FUND BALANCE		(5,507,458)	(5,722,178)	(3,627,503)	(3,594,801)	(2,127,377)	59.2%	214,720 103.9%
417 - INVESTMENT EARNINGS		(200,352)	(185,611)	(98,000)	(112,288)	(73,324)	65.3%	(14,741) 92.6%
<b>18 - ADMINISTRATION</b>								
Revenue		(1,124,342)	(65,895)	-	(1,063,000)	997,106	-93.8%	(1,058,447) 5.9%
412 - INTERGOV REV-NON-SINGLE AUDIT		(1,124,342)	-	-	(1,000,000)	1,000,000	-100.0%	(1,124,342) 0.0%
421 - MISCELLANEOUS		-	-	-	-	-	0.0%	- 0.0%
490 - OTHER FINANCING		-	(65,895)	-	(63,000)	(2,894)	4.6%	65,895 0.0%
Expense		6,832,152	50,845	4,505,587	87,118	(36,273)	-41.6%	6,781,307 0.7%
530 - CAPITAL OUTLAY		6,832,152	50,845	4,505,587	87,118	(36,273)	-41.6%	6,781,307 0.7%
<b>90 - TRANSFERS</b>								
Revenue		-	-	(780,084)	(520,056)	520,056	-100.0%	- 0.0%
450 - TRANSFERS IN		-	-	(780,084)	(520,056)	520,056	-100.0%	- 0.0%
Expense		-	-	-	-	-	0.0%	- 0.0%

## FY24 Wasco County - 2024-02 February

as of: 3/14/2024

## Reserve &amp; Capital

Column Labels 2024	2023							
	FY24- FY23		FY24 Budget - FY24 Budget					
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual	Actual Variance	FY24-FY23 %	Actual	Execution
550 - TRANSFERS OUT	-	-	-	-	-	0.0%	-	0.0%
<b>99 - NON-DEPARTMENTAL EXPENDITURES</b>					-	0.0%	-	0.0%
Expense	-	-	-	-	-	0.0%	-	0.0%
550 - TRANSFERS OUT	-	-	-	-	-	0.0%	-	0.0%
<b>3270 - GENERAL OPERATING RESERVE</b>	-	<b>(7,059,136)</b>	-	<b>(8,426,329)</b>	1,367,192	-16.2%	7,059,136	0.0%
<b>00 - NON-DEPARTMENTAL RESOURCES</b>					-	0.0%	-	0.0%
Revenue	(8,845,506)	(9,509,212)	(7,687,681)	(8,482,273)	(1,026,939)	12.1%	663,706	107.5%
400 - BEGINNING FUND BALANCE	(8,684,994)	(8,766,993)	(7,670,081)	(7,836,806)	(930,188)	11.9%	81,999	100.9%
413 - INTERGOV REV-SINGLE AUDIT	-	(527,743)	-	(527,743)	-	0.0%	527,743	0.0%
417 - INVESTMENT EARNINGS	(160,512)	(214,475)	(17,600)	(117,725)	(96,751)	82.2%	53,963	133.6%
421 - MISCELLANEOUS	-	-	-	-	-	0.0%	-	0.0%
<b>18 - ADMINISTRATION</b>					-	0.0%	-	0.0%
Expense	8,845,506	2,450,076	8,469,310	577,031	1,873,045	324.6%	6,395,430	27.7%
510 - PERSONNEL	1,600,000	1,600,000	-	-	1,600,000	0.0%	-	100.0%
520 - MATERIALS & SERVICES	7,245,506	850,076	8,469,310	577,031	273,045	47.3%	6,395,430	11.7%
530 - CAPITAL OUTLAY	-	-	-	-	-	0.0%	-	0.0%
<b>90 - TRANSFERS</b>					-	0.0%	-	0.0%
Revenue	-	-	(781,629)	(521,086)	521,086	-100.0%	-	0.0%
450 - TRANSFERS IN	-	-	(781,629)	(521,086)	521,086	-100.0%	-	0.0%
<b>Grand Total</b>	-	<b>(15,305,944)</b>	-	<b>(16,377,468)</b>	1,071,524	-6.5%	15,305,944	0.0%

# FY24 Wasco County - 2024-02 February

as of: 3/14/2024

## Appropriation General Fund

Fund	1010 - GENERAL FUND
Segment 3	All
Segment 4	All

Fund  
SubDept  
Not used

0

Column Labels		2023							
2024						FY24- FY23		FY24 Budget - FY24 Budget	
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual		Actual Variance	FY24-FY23 %	Actual	Execution
12 - ASSESSMENT & TAXATION	1,431,334	637,637	1,059,958	544,855		92,782	17.0%	793,697	44.5%
Expense	1,431,334	637,637	1,059,958	544,855		92,782	17.0%	793,697	44.5%
15 - COUNTY CLERK	833,769	302,949	872,718	275,008		27,942	10.2%	530,820	36.3%
Expense	833,769	302,949	872,718	275,008		27,942	10.2%	530,820	36.3%
16 - SHERIFF	5,956,874	2,139,950	4,809,127	2,017,574		122,376	6.1%	3,816,924	35.9%
Expense	5,956,874	2,139,950	4,809,127	2,017,574		122,376	6.1%	3,816,924	35.9%
17 - ADMINISTRATIVE SERVICES	7,035,016	2,627,956	5,533,641	2,379,405		248,551	10.4%	4,407,060	37.4%
Expense	7,035,016	2,627,956	5,533,641	2,379,405		248,551	10.4%	4,407,060	37.4%
18 - ADMINISTRATION	4,333,848	3,123,643	4,796,285	3,250,762		(127,119)	-3.9%	1,210,205	72.1%
Expense	4,333,848	3,123,643	4,796,285	3,250,762		(127,119)	-3.9%	1,210,205	72.1%
19 - DISTRICT ATTORNEY	1,130,081	724,757	1,279,521	688,029		36,728	5.3%	405,324	64.1%
Expense	1,130,081	724,757	1,279,521	688,029		36,728	5.3%	405,324	64.1%
21 - PLANNING	1,592,490	606,544	1,305,532	549,091		57,453	10.5%	985,946	38.1%
Expense	1,592,490	606,544	1,305,532	549,091		57,453	10.5%	985,946	38.1%
22 - PUBLIC WORKS	153,178	38,605	149,323	40,770		(2,165)	-5.3%	114,573	25.2%
Expense	153,178	38,605	149,323	40,770		(2,165)	-5.3%	114,573	25.2%
24 - PREVENTION DIVISION	2,456,139	757,006	2,000,224	874,234		(117,228)	-13.4%	1,699,133	30.8%
Expense	2,456,139	757,006	2,000,224	874,234		(117,228)	-13.4%	1,699,133	30.8%
90 - TRANSFERS	5,705,725	3,998,231	2,507,670	1,686,946		2,311,285	137.0%	1,707,494	70.1%
Expense	5,705,725	3,998,231	2,507,670	1,686,946		2,311,285	137.0%	1,707,494	70.1%
91 - CONTINGENCY	534,041	-	2,596,992	-		-	0.0%	534,041	0.0%
Expense	534,041	-	2,596,992	-		-	0.0%	534,041	0.0%
93 - UNAPPROPRIATED	4,861,567	-	6,483,973	-		-	0.0%	4,861,567	0.0%
Expense	4,861,567	-	6,483,973	-		-	0.0%	4,861,567	0.0%
Grand Total	36,024,062	14,957,277	33,394,964	12,306,672		2,650,604	21.5%	21,066,785	41.5%

# FY24 Wasco County - 2024-02 February

as of: 3/14/2024

## Appropriation all other Funds

Segment 3	All	Fund
Segment 4	All	SubDept
		Not used

Column Labels		2024		2023					
Depts/Account Categories		Revised Budget	Actual	Revised Budget	Actual	FY24- FY23 Actual Variance	FY24-FY23 %	FY24 Budget - Actual	FY24 Budget Execution
<b>Expense</b>		<b>56,551,932</b>	<b>15,672,496</b>	<b>45,811,210</b>	<b>10,102,853</b>	5,569,643	55.1%	40,879,436	27.7%
<b>1500 - BUILDING CODES GENERAL</b>		<b>3,967,306</b>	<b>553,952</b>	<b>4,135,188</b>	<b>400,196</b>	153,756	38.4%	3,413,354	14.0%
25 - BUILDING CODES		1,543,780	553,952	1,585,491	400,196	153,756	38.4%	989,828	35.9%
90 - TRANSFERS		-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY		291,280	-	291,280	-	-	0.0%	291,280	0.0%
93 - UNAPPROPRIATED		2,132,246	-	2,258,417	-	-	0.0%	2,132,246	0.0%
<b>1600 - BUILDING CODES - ELECTRICAL</b>		<b>674,074</b>	<b>106,895</b>	<b>775,749</b>	<b>148,903</b>	(42,007)	-28.2%	567,179	15.9%
25 - BUILDING CODES		245,159	106,895	239,923	148,903	(42,007)	-28.2%	138,264	43.6%
90 - TRANSFERS		-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY		113,891	-	113,891	-	-	0.0%	113,891	0.0%
93 - UNAPPROPRIATED		315,024	-	421,935	-	-	0.0%	315,024	0.0%
<b>2020 - PUBLIC WORKS FUND</b>		<b>7,438,146</b>	<b>3,343,011</b>	<b>7,368,392</b>	<b>2,968,883</b>	374,128	12.6%	4,095,135	44.9%
22 - PUBLIC WORKS		4,217,558	3,343,011	4,153,582	2,968,883	374,128	12.6%	874,547	79.3%
90 - TRANSFERS		-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY		2,697,223	-	2,691,445	-	-	0.0%	2,697,223	0.0%
93 - UNAPPROPRIATED		523,365	-	523,365	-	-	0.0%	523,365	0.0%
<b>2030 - COUNTY FAIR FUND</b>		<b>515,581</b>	<b>247,120</b>	<b>514,506</b>	<b>245,148</b>	1,971	0.8%	268,462	47.9%
18 - ADMINISTRATION		331,471	247,120	259,591	245,148	1,971	0.8%	84,352	74.6%
90 - TRANSFERS		50,000	-	50,000	-	-	0.0%	50,000	0.0%
91 - CONTINGENCY		134,110	-	110,850	-	-	0.0%	134,110	0.0%
93 - UNAPPROPRIATED		-	-	94,065	-	-	0.0%	-	0.0%
<b>2040 - COUNTY SCHOOL FUND</b>		<b>441,365</b>	-	<b>427,541</b>	-	-	0.0%	441,365	0.0%
18 - ADMINISTRATION		441,365	-	427,541	-	-	0.0%	441,365	0.0%
<b>2050 - LAND CORNER PRESERVATION FUND</b>		<b>176,970</b>	<b>12,449</b>	<b>192,452</b>	<b>16,530</b>	(4,081)	-24.7%	164,521	7.0%
22 - PUBLIC WORKS		29,427	12,449	26,495	16,530	(4,081)	-24.7%	16,978	42.3%
90 - TRANSFERS		-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY		100,951	-	119,365	-	-	0.0%	100,951	0.0%
93 - UNAPPROPRIATED		46,592	-	46,592	-	-	0.0%	46,592	0.0%
99 - NON-DEPARTMENTAL EXPENDITURES		-	-	-	-	-	0.0%	-	0.0%
<b>2060 - FOREST HEALTH PROGRAM FUND</b>		<b>566,788</b>	-	<b>501,726</b>	-	-	0.0%	566,788	0.0%
18 - ADMINISTRATION		60,000	-	60,000	-	-	0.0%	60,000	0.0%
90 - TRANSFERS		184,770	-	184,770	-	-	0.0%	184,770	0.0%

## FY24 Wasco County - 2024-02 February

as of: 3/14/2024

## Appropriation all other Funds

Column Labels 2024	2023							
					FY24- FY23 Actual Variance	FY24-FY23 %	FY24 Budget - Actual	FY24 Budget Execution
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual				
91 - CONTINGENCY	322,018	-	256,956	-	-	0.0%	322,018	0.0%
<b>2070 - HOUSEHOLD HAZARDOUS WASTE FUND</b>	<b>398,783</b>	-	<b>390,872</b>	-	-	0.0%	398,783	0.0%
91 - CONTINGENCY	316,016	-	205,738	-	-	0.0%	316,016	0.0%
93 - UNAPPROPRIATED	82,767	-	185,134	-	-	0.0%	82,767	0.0%
<b>2080 - SPECIAL ECON DEV PAYMENTS FUND</b>	<b>7,314,397</b>	<b>2,020,948</b>	<b>4,028,386</b>	<b>2,258,133</b>	(237,185)	-10.5%	5,293,449	27.6%
18 - ADMINISTRATION	7,034,397	1,740,948	3,748,386	1,978,133	(237,185)	-12.0%	5,293,449	24.7%
90 - TRANSFERS	280,000	280,000	280,000	280,000	-	0.0%	-	100.0%
<b>2090 - LAW LIBRARY FUND</b>	<b>195,475</b>	<b>17,557</b>	<b>155,401</b>	<b>19,434</b>	(1,877)	-9.7%	177,918	9.0%
19 - DISTRICT ATTORNEY	49,829	17,557	49,829	19,434	(1,877)	-9.7%	32,272	35.2%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	145,646	-	105,572	-	-	0.0%	145,646	0.0%
93 - UNAPPROPRIATED	-	-	-	-	-	0.0%	-	0.0%
<b>2100 - DISTRICT ATTORNEY</b>	<b>11,654</b>	<b>67</b>	<b>6,254</b>	<b>1,200</b>	(1,133)	-94.4%	11,587	0.6%
19 - DISTRICT ATTORNEY	11,654	67	6,254	1,200	(1,133)	-94.4%	11,587	0.6%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	-	-	-	-	-	0.0%	-	0.0%
<b>2110 - MUSEUM</b>	<b>393,012</b>	<b>72,599</b>	<b>313,385</b>	<b>47,376</b>	25,223	53.2%	320,413	18.5%
18 - ADMINISTRATION	132,086	72,599	135,069	47,376	25,223	53.2%	59,487	55.0%
91 - CONTINGENCY	178,316	-	178,316	-	-	0.0%	178,316	0.0%
93 - UNAPPROPRIATED	82,610	-	-	-	-	0.0%	82,610	0.0%
<b>2200 - 911 COMMUNICATIONS FUND</b>	<b>1,556,259</b>	<b>879,254</b>	<b>1,465,620</b>	<b>815,699</b>	63,555	7.8%	677,005	56.5%
16 - SHERIFF	1,341,259	839,254	1,275,542	795,699	43,555	5.5%	502,005	62.6%
90 - TRANSFERS	60,000	40,000	30,000	20,000	20,000	100.0%	20,000	66.7%
91 - CONTINGENCY	155,000	-	160,078	-	-	0.0%	155,000	0.0%
<b>2230 - PARKS FUND</b>	<b>948,985</b>	<b>71,419</b>	<b>717,369</b>	<b>65,389</b>	6,030	9.2%	877,566	7.5%
18 - ADMINISTRATION	847,637	71,419	554,381	65,389	6,030	9.2%	776,218	8.4%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	83,198	-	90,091	-	-	0.0%	83,198	0.0%
93 - UNAPPROPRIATED	18,150	-	72,897	-	-	0.0%	18,150	0.0%
<b>2270 - COMMUNITY CORRECTIONS FUND</b>	<b>2,729,059</b>	<b>1,168,417</b>	<b>2,861,705</b>	<b>895,027</b>	273,390	30.5%	1,560,642	42.8%
16 - SHERIFF	2,355,256	1,168,417	2,487,902	895,027	273,390	30.5%	1,186,839	49.6%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	373,803	-	373,803	-	-	0.0%	373,803	0.0%
93 - UNAPPROPRIATED	-	-	-	-	-	0.0%	-	0.0%
<b>2290 - COURT FACILITIES SECURITY FUND</b>	<b>369,845</b>	-	<b>296,021</b>	<b>1,497</b>	(1,497)	-100.0%	369,845	0.0%
18 - ADMINISTRATION	51,000	-	51,000	1,497	(1,497)	-100.0%	51,000	0.0%

# FY24 Wasco County - 2024-02 February

as of: 3/14/2024

## Appropriation all other Funds

Column Labels 2024	2023							
					FY24- FY23 Actual Variance	FY24-FY23 %	FY24 Budget - Actual	FY24 Budget Execution
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual				
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	318,845	-	245,021	-	-	0.0%	318,845	0.0%
<b>2330 - KRAMER FIELD DEVELOP RESERVE</b>	<b>37,279</b>	<b>4,600</b>	<b>35,910</b>	-	4,600	0.0%	32,679	12.3%
18 - ADMINISTRATION	37,279	4,600	35,910	-	4,600	0.0%	32,679	12.3%
<b>2370 - CLERK RECORDS FUND</b>	<b>49,433</b>	<b>5,527</b>	<b>54,067</b>	<b>1,585</b>	3,942	248.7%	43,906	11.2%
15 - COUNTY CLERK	16,000	5,527	19,000	1,585	3,942	248.7%	10,473	34.5%
91 - CONTINGENCY	33,433	-	35,067	-	-	0.0%	33,433	0.0%
<b>3210 - ROAD RESERVE FUND</b>	<b>4,645,332</b>	<b>604,075</b>	<b>3,707,355</b>	-	604,075	0.0%	4,041,257	13.0%
22 - PUBLIC WORKS	4,645,332	604,075	3,707,355	-	604,075	0.0%	4,041,257	13.0%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
<b>3220 - CAPITAL ACQUISITIONS FUND</b>	<b>8,033,641</b>	<b>4,063,687</b>	<b>4,549,511</b>	<b>1,553,705</b>	2,509,983	161.5%	3,969,954	50.6%
18 - ADMINISTRATION	8,033,641	4,063,687	4,549,511	1,553,705	2,509,983	161.5%	3,969,954	50.6%
<b>3240 - 911 EQUIPMENT RESERVE</b>	<b>410,890</b>	-	<b>338,903</b>	-	-	0.0%	410,890	0.0%
16 - SHERIFF	410,890	-	338,903	-	-	0.0%	410,890	0.0%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	-	-	-	-	-	0.0%	-	0.0%
<b>3260 - CAPITAL IMPROVEMENT RESERVE</b>	<b>6,832,152</b>	<b>50,845</b>	<b>4,505,587</b>	<b>87,118</b>	(36,273)	-41.6%	6,781,307	0.7%
18 - ADMINISTRATION	6,832,152	50,845	4,505,587	87,118	(36,273)	-41.6%	6,781,307	0.7%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
99 - NON-DEPARTMENTAL EXPENDITURES	-	-	-	-	-	0.0%	-	0.0%
<b>3270 - GENERAL OPERATING RESERVE</b>	<b>8,845,506</b>	<b>2,450,076</b>	<b>8,469,310</b>	<b>577,031</b>	1,873,045	324.6%	6,395,430	27.7%
18 - ADMINISTRATION	8,845,506	2,450,076	8,469,310	577,031	1,873,045	324.6%	6,395,430	27.7%
<b>Grand Total</b>	<b>56,551,932</b>	<b>15,672,496</b>	<b>45,811,210</b>	<b>10,102,853</b>	5,569,643	55.1%	40,879,436	27.7%



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
MARCH 6, 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 (Virtual)  
STAFF: Kathy Clark, Executive Assistant  
ABSENT: Tyler Stone, Administrative Officer  
Phil Brady, County Commissioner

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

Discussion Item – Planning Commission Appointment

Chair Kramer stated that Mr. Rodgers is well qualified to serve on the Planning Commission as he has extensive background through his service on the Columbia River Gorge Commission. His knowledge of the issues in the National Scenic Area will be an asset to the Planning Commission.

**{{Vice-Chair Hege moved to approve Order 24-005 appointing Rodger Nichols as Alternate #1 on the Wasco County Planning Commission. Chair Kramer seconded the motion which passed unanimously.}}**

Discussion Item – Facilities Purchase

Facilities Manager Robert Hughes reviewed the memo included in the Board Packet. Vice-Chair Hege asked if we were not able to get local quotes. Mr. Hughes replied that there was nothing locally that would not have had to have been ordered on a 6-8 month delay.

**\*\*\*The Board was in consensus for the Facilities Department to purchase a ¾ ton truck for approximately \$64,544 from Dick's Auto Group located in Canby, Oregon.\*\*\***

Discussion Item – Youth Think Subcontract

Prevention Coordinator Debby Jones explained that this is the 5<sup>th</sup> annual agreement for Youth Think to oversee the Overdose Prevention Response Plan for our County. This will allow us to continue our work supported by the Oregon Health Authority funding. We also support Sherman County through these efforts.



This will continue the work of the Overdose Task Force which supports the distribution of narcan emergency kits and works with the City of The Dalles and Wasco County to determine the most effective ways to apply the opioid settlement dollars. The OHA funding supports Youth Think salary, Task Force work, and North Central Public Health District grant administration.

Vice-Chair Hege asked about the composition of the Task Force. Ms. Jones said all levels of law enforcement participate – City, County, State, and Tribal – along with NORCOR, Community Corrections, One Community Health, Adventist Health, and 1<sup>st</sup> Responders. She explained that this group helps direct the opioid settlement dollars; there is a draft MOU that will be coming to the City and County in the near future.

Vice-Chair Hege asked how the work is tracked. Ms. Jones replied that she submits a quarterly report. In addition, our data feeds into the national Overdose Map. NCPHD provides reports on our local overdose numbers. In that past year, that number has increased; at the same time, our overdose fatalities have decreased dramatically due to the narcan distribution. The data is very detailed and includes age, gender, ethnicity, etc.

**{{{Vice-Chair Hege moved to approve the 2024 Overdose Prevention Subcontract between Wasco County and North Central Public Health District. Chair Kramer seconded the motion which passed unanimously.}}}**

**Discussion Item – Humane Society Management Agreement**

Ms. Clark reminded the Board that members of the Columbia Gorge Humane Society had presented at the last Board Session on their plans to manage the local animal shelter formerly known as Home at Last. At that session, the Board had inquired about an agreement between the County and CGHS that would formalize the partnership. The agreement for that is included in today's Board Packet.

**{{{Vice-Chair Hege moved to approve the Columbia Gorge Humane Society Management Agreement. Chair Kramer seconded the motion which passed unanimously.}}}**

**Discussion Item – Dark Sky Proclamation**

Chair Kramer stated that this will support economic development in Wasco County's rural cities.

**{{{Vice-Chair Hege moved to proclaim April 2nd through April 8th, 2024 as**

**Dark Sky Week in Wasco County and call upon all Wasco County citizens to join in its observation. Chair Kramer seconded the motion which passed unanimously.}}**

**Consent Agenda – 2.21.2024 Regular Session Minutes**

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

**Agenda Item – Executive Session**

At 9:16 a.m. Chair Kramer opened an Executive Session pursuant to ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection. He directed the media not to record the executive session nor report on any of the deliberations during the executive session other than to state the general subject of the session as previously announced.

The Regular Session resumed at 11:32 a.m.

**{{Vice-Chair Hege moved to deny the Step 3 Grievance filed by Mr. Sorenson. Chair Kramer seconded the motion which passed unanimously.}}**

**Agenda Item – Road Vacation Petition**

Public Works Director Arthur Smith reviewed the memo included in the Board Packet noting that the road, which was never built, goes through someone's home. Vice-Chair Hege asked if any of the road has been built. Mr. Smith replied that Fruitland Park was established in 1910 with a number of lettered streets in the plan. There are many of those lettered streets that have never been built.

Vice-Chair Hege asked if we have been in touch with the City of The Dalles. Mr. Smith said he will contact them as part of his report process.

**{{Vice-Chair Hege moved to approve Order 24-006 directing the Public Works Director to prepare a report for the request to vacate a portion of H Street within the Fruitland Park Addition. Chair Kramer seconded the motion which passed unanimously.}}**

**Commission Call**

Vice-Chair Hege said he will be in Salem Monday for the legislative process. Chair Kramer stated that he will be there as well.

Chair Kramer announced that if the bill is signed, Wasco County will receive \$8 million for the Resolution Center. We will be personally be thanking the

legislators for their support. He went on to say that the House Bill for Measure 110 reform is a major accomplishment; it addresses budgetary items which is what the short session is for.

Chair Kramer adjourned the meeting at 9:42 a.m.

Summary of Actions
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**MOTIONS**

- **To approve Order 24-005 appointing Rodger Nichols as Alternate #1 on the Wasco County Planning Commission.**
- **To approve the 2024 Overdose Prevention Subcontract between Wasco County and North Central Public Health District.**
- **To approve the Columbia Gorge Humane Society Management Agreement.**
- **To proclaim April 2nd through April 8th, 2024 as Dark Sky Week in Wasco County and call upon all Wasco County citizens to join in its observation.**
- **To approve the Consent Agenda: 2.21.2024 Regular Session Minutes.**
- **To deny the Step 3 Grievance filed by Mr. Sorenson.**
- **To approve Order 24-006 directing the Public Works Director to prepare a report for the request to vacate a portion of H Street within the Fruitland Park Addition.**

**CONSENSUS**

- **For the Facilities Department to purchase a  $\frac{3}{4}$  ton truck for approximately \$64,544 from Dick's Auto Group located in Canby, Oregon.**

Wasco County  
Board of Commissioners

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Steven D. Kramer, Commission Chair

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Vice-Chair Hege C. Hege, Vice-Chair

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Philip L. Brady, County Commissioner

# Wasco County Code Compliance

Program Overview



## Brief History

The Wasco County Code Compliance program as implemented today consists of two primary objectives: to address land use and development violations, and to address public health violations.

The program has a long history including:

**1955:** First Zoning Ordinance was adopted. The Building Inspector administered the program, and SENT any violations of the Ordinance to Court to be cited. Fines were cited at \$100/day/violation.

**1970s:** As the Statewide Land Use Planning Program began to take shape, a more developed Land Use and Development Ordinance was adopted. Wasco County also went through the process to adopt the Comprehensive Plan. At this time, administration and enforcement of the Ordinance shifted to a professional planning staff, including Planning Director.

**1989:** There was more formal development of Chapter 15 in both Land Use and Development Ordinances (NSA and WC). Citations could be issued by the Planning Director or Wasco County Sanitarian. Fines remained at \$100/day/violation. Citations included a court summons. Failure to appear resulted in a warrant for arrest.

**1989:** Wasco County adopts the Solid Waste Ordinance related to public health issues including solid waste accumulation to prevent disease transmission, air pollution, ground water and land pollution, and increased hazard risk. Revisions are adopted in 1991, 1994, 1996. Penalty was increased to \$250/day/violation.

**2004:** The Planning Department identified the need for a full time Code Compliance Officer and an independent Ordinance to combine land use and development and public health violations. Staff cited a strong culture of non-compliance, citizen frustration with the process, and significant concerns about public health and safety issues.

**2006:** A shared FTE (Planning and Public Health) was trialed.

**2008:** County Court funded the first FTE to address both public health and land use violations. They directed the creation of the standalone ordinance to combine land use violations and public health violations, specifically those in the Solid Waste Ordinance and elsewhere in state statute.

**2009:** The Wasco County Code Compliance and Nuisance Abatement Ordinance (WCCNAO) was adopted. Penalties were increased to \$280/day/violation.

**2012:** Minor amendments were made to the WCCNAO

**2016-2018:** Staff received a DEQ grant to assist with voluntary abatement

**2018-2023:** Staff researched citation pathways, consulted with land use attorneys, and began drafting a revised WCCNAO



## PROCESS TO ADOPT ORIGINAL WCCNAO

The WCCNA was a joint effort between Public Health and the Wasco County Planning Department. A Citizen Advisory Group was formed of various citizens and key stakeholders, and four work sessions were held throughout the County in 2007. Several notices were issued and the stated goals were:

- Reduce citizen frustration with enforcement
- Ensure for transparency and consistency
- Consolidate three existing ordinance used to implement both land use and public health codes and state law
- Reduce the culture of non-compliance

## PROGRAM REORGANIZATION IN 2020

Based on an analysis of program data, the Planning Director determined a necessary step to improve the program was to institute a prioritization schedule to triage complaints. This was based on several other successful models in the state, in consultation with those staffs, and an audit of our program that showed chronic nuisance cases were receiving a disproportionate amount of staff time. This system identified that code compliance might not, in some cases, be the safe or appropriate method to tackle chronic nuisance violations, particularly excessive solid waste accumulation. Analysis also demonstrated that anonymous complaints were by in large unfounded and an inefficient use of staff time. Coupled with the statutory obligation to disclose a complainant's information if a Court compelled such a release and that the program general functions to protect a complainant's information, staff sought Board approval to make this change.

The three tier prioritization schedule that was adopted as a policy is as follows:

**Priority 1 Violations:** *Land use activities that impact environmental/natural resources, pose significant health and safety issues, or involve structures under construction that do not meet standards.*

- Floodplain/drainage/wetland/riparian area disturbances (illegal crossings, development, grading, etc.)
- Dwellings or other structures without a permit
- Violations of conditions of approval for development permits
- Overgrown vegetation or violations of Fire Safety standards/defensible space

**Priority 2 Violations:** *Land use or nuisance activities that pose health/safety issues or involve development that does not meet standards.*

- Grading without permits
- Commercial/industrial/recreation activities without permits (includes home occupations, agricultural buildings converted to nonagricultural uses)
- Outdoor parking or storage of five or more operable vehicles

**Priority 3 Violations:** *Nuisance violations that pose potential health and safety hazards.*

- Junk accumulation
- Trash accumulation

## Current Program

### CURRENT STATE OF THE CODE COMPLIANCE PROGRAM

#### Case Initiation, Investigation, and Process

Approximately 90% of the Code Compliance case load is based on complaints and, following an investigation, staff verification that a violation exists. 10% of the case load originates from land use permits, including National Scenic Area reviews that require a five year follow up to determine conditions are still being met. The flow chart (attachment B) in the adopted ordinance generally describes the process from complaint to resolution. Enforcement of land use and development are described in Chapter 15 of the Wasco County Land Use and Development Ordinance (LUDO) and Wasco County National Scenic Area Land Use and Development Ordinance (NSA LUDO).

The first step for investigation is to use Planning in-office tools to examine the property and identify the correct owner. Staff may also conduct a drive by site visit or view the property from the complainant's property to establish a violation. If the Code Compliance Officer has enough evidence to substantiate the claim, the next step is to mail to the registered property owner(s) a notice of violation and request to set up a site visit on the subject property.

If the Code Compliance Officer confirms the violation, they work with the property owner to establish an abatement agreement that can include the property owner obtaining a land use permit. Because the goal of the program is voluntary compliance, abatement agreements take into consideration limiting factors like weather conditions and financial concerns with drafting a plan. The abatement agreement is signed by the property owner. Staff has establishes a deadline and some check back periods. Positive momentum is a significant consideration in working with the property owner to revise the abatement plan as needed.

Most cases resolve through an abatement plan. In the instance that no agreement can be reached or a property owner fails to make any progress on abatement by the deadline, the next step is an official Order to Correct. This is sent via certified mail and has an appeal period that enables the property owner to dispute the order. At this phase, staff works again with the property owner to establish and abatement plan.

In the rare instances where this step is failed, either through the property owner's refusal to contact the Department or work on abatement agreement or to meet the terms of the abatement agreement, the next step is a certified mail notice of Failure to Comply/Civil Penalty. The case record is forwarded to a third party Hearings Officer who reviews the case and establishes appropriate penalties according to the penalty schedule. A bill is sent to the property owner with thirty days to respond.

If the property owner takes no further action, the next step is typically to record a lien to the property and pursue an Order to Abate. This includes needing a warrant from Circuit Court to go onsite to abatement as well as an order from the Hearings Officer.



### **Current Case Overview**

Approximately 65% of the current cases are land use related, with some of those cases involving both land use and nuisance violations present. Those cases with both types present are mainly handled according to the priority schedule. Circumstances may be present where nuisance violations require attention above the land use violations, particularly when concerns of health and safety are prevalent.

Nuisance cases account for approximately 35% of the current cases, with three long-standing nuisance cases spanning more than a decade.

### **5 Year Look Back**

On average, the Code Compliance program handled 20 new cases per year, with an average case load of 60 cases. Over the last 5 years, there were an average of 10 new land use cases and 8 new nuisance cases opened per year. Cases involving land use violations took an average of 1.5 years from beginning to resolution, with two long-standing cases still active after 4 and 10 years. Nuisance cases took an average of one year from complaint to resolution, with five long-standing cases ranging from 3 years to 13 years.

## **Citizen Feedback and Questions**

Staff has analyzed feedback and prepared additional information to address questions and concerns.

**There were multiple mentions of concern that public notification did not happen.**

Analysis: The Ordinance Updates page in the Code Compliance section of the County website was created on December 21, 2023 and staff published information (cover sheet, FAQs, hearing schedule, comment submission) on approximately December 27, 2023. Notice of Public Hearing was published in Columbia Gorge News on January 3, 2024. Additionally, two social media posts were published on the County Facebook page on January 11, 2024 and January 31, 2024. The first of which provided the first date of January 17, 2024 at 9:30am and a link to the Ordinance Updates webpage. Weather caused the cancellation of the January 17 hearing and the second social media post published on January 31 provided the new date of February 7, 2024 at 9:30am and a link to the Ordinance Updates webpage.

**The question was raised as to why the Comprehensive Plan and the NSA Management Plan were added to the Authority section.**

### **Section 1.005 - Authority**

*This Ordinance is enacted pursuant to the provisions of Oregon Revised Statutes... 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.*

Analysis: The goal of this addition is to inform the public of the connection of the ordinance to the driving documents, laws, and acts.

There was a question about a stated purpose of the ordinance is “to encourage the most appropriate use of land” and when interpreted literally, give the County authority to decide any use that does not meet the interpretation to be declared a violation. There were also comments made regarding the statement pertaining to safety from fire and natural disaster.

**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:*

\*\*\*

Analysis: Appropriate use of the land is determined by the Land Use and Development Ordinance, which relies on state law, the Comprehensive Plan or Management Plan, public input, and decision making bodies. Staff does not arbitrarily determine the appropriate use. The purpose is used to generally describe to citizens and staff what the goals of the Ordinance or Ordinance section are. It does not direct action.

This language could be modified to state “encourage land use consistent with the Statewide Land Use Planning Goals, the Wasco County Comprehensive Plan, the National Scenic Area Management Plan, and the two Land Use and Development Ordinances” or we could remove entirely, as this language is not regulatory but merely demonstrating nexus with other aspects of the program, including land use planning and public health. We could also revert to the current purpose statement, as this revision was optional.

Why does the Scope section reference solid waste provisions and does it imply jurisdiction over all Wasco County, including incorporated places?

**Section 1.070 - Interpretation and Scope**

*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.*

Analysis: This language was moved directly from the current ordinance, and is a component of the joint efforts between Public Health and Planning. The original goal was to combine Solid Waste Ordinance enforcement and compliance with land use to make the regulations more accessible to the public and authorize County Code Compliance to pursue public health matters. Nuisance issues attach throughout North Central Public Health's jurisdiction, although our Department only enforces in unincorporated areas and nuisance issues in The Dalles urban area.

The question is regarding clarification for section D for daily penalties.

**Section 1.090 - Failure to Comply**

*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.*

Analysis: In the current ordinance under Section 3.060 Separate Violations states that "Each day's violation of a provision of this Ordinance shall constitute a separate offense." From comparison with other jurisdictions, this language is located in different areas of their ordinances and the updated language is clearer that a separate penalty may be assessed daily. (See Deschutes County Code 1.16.110, Washington County Code 1.14.210.C)

Currently, the program has only one case that reached assessment of penalties within the last year. When the Hearings Officer issued their written order to assess penalties for non-compliance, penalties began to accrue daily, on a date specified by the Hearings Officer, in an amount based on the recommendation of the Code Compliance Officer. This penalty system has been a part of the program since 1955.

The concern is regarding farmers keeping vehicles for parts and the content of the wording in the definition "does not work for both sides."

**Disabled Vehicle** - *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.*

Analysis: This definition in the current ordinance reads "Any vehicle which is inoperative, wrecked or dismantled, or partially dismantled." Comparison of other jurisdictions and the State definition of "Vehicle", this definition was updated with more clarity and substance to what is considered a disabled vehicle. This definition is providing clarification to what is considered a disabled vehicle regardless of the intended purpose or use (for parts, scrap, etc.). Per the

current ordinance, and in the proposed revisions, the vehicles or portions thereof must be covered with a fitted car cover or completely enclosed in a building in order to be lawful.

We could remove this revised definition and maintain the current definition, as this was an optional update to increase clarity.

The concern is that the definition requires that you must have wood cut to lengths and also have an approved wood stove.

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

Analysis: This was identified by former staff because firewood is mentioned in the current ordinance and it is not clearly defined as to what constitutes firewood or useable firewood. The Department of Agriculture defines firewood as “any whole or split pieces of wood less than 48” in length or other wood of any tree species cut into a form and size appropriate for use for fuel wood uses, such as home heating or campfires.”

We could revert to current language, which includes an ag zone exemption.

Generally, the issue we see is with accumulations of wood into piles or scattered that cannot be used as firewood.

The concern is that the interpretation of this section states that storing any fill dirt is a violation.

**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.*

Analysis: Fill dirt is regulated by various state agencies, including the Department of State Lands, Oregon Department of Environmental Quality, and the Oregon Department of Agriculture. There is a relationship with the Clean Water Act, as well as the content of fill. The triggers in this section are “offensive or hazardous to public health and safety”, which staff would determine in consultation with other parties including the three listed State Agencies as well as North Central Public Health’s Environmental Health department. We could remove “fill dirt” but that will not change that there may be instances we have to seek compliance on fill dirt.

The concern is that the proposed ordinance does not allow the storage of any wood pallets, stacks of logs that could be cut for firewood, vehicle parts, or construction materials. There was also mention of removal of points of clarification in the current ordinance regarding construction materials, now classifying it as solid waste.

“Section 2.060 Solid Waste and Junk Nuisances

C. Storage of Non-Trash Items. All items listed below shall be removed and kept removed from properties, unless specifically authorized by ordinance to do otherwise:

1. Accumulation of wood pallets;
2. All firewood that is not stacked and useable. “Useable” firewood has more wood than rot and is cut to lengths that will fit an approved fireplace or wood stove on the property;  
Wood piles that accumulate, on agriculturally zoned land, as a result of accepted farming practice are exempt from this section.
3. Accumulations of vehicle parts;
4. Construction materials, except those that are stored in a manner to protect their utility and prevent deterioration and are reasonably expected to be used that the site;
5. Appliances or appliance parts except for storage of appliances that are reasonably expected to be used at the site and are stored in a manner to protect their utility and prevent deterioration as well as protect children from becoming trapped within them;
6. Indoor furniture except that which is stored in a manner to protect its utility and prevent deterioration and is reasonably expected to be used at the property;
7. Recycling materials except for reasonable accumulations (amounts consistent with a practice of regular removal) that are stored in a well-maintained manner; and
8. Other non-trash items which:
  - a. Are of the type or quantity inconsistent with normal and usual use; or
  - b. Are likely to obstruct or impede the necessary passage of fire or other emergency personnel.”

***Section 2.020 - Solid Waste and Junk Nuisance***

*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.*

Analysis: The proposed language created a condensed version of the existing adopted language. Staff understands the need to retain the points of clarification and proposes to add definitions in order to add clarity to the items listed in this section.

Alternatively, we could strike amendments and retain the existing language.

Questions were voiced regarding storage of tires, the origin of these rules, and if the origin of the rules should be listed. Concern was also mentioned where farmers use tires taken off vehicles to be used on equipment.

“Section 2.060 Solid Waste and Junk Nuisances

**D. Outdoor Nuisance Storage of Tires**

1. The outdoor storage of 5 or more used tires on private or public property in those areas within urban growth areas or within areas zoned for non-resource use in the LUDO or NSA LUDO, is prohibited, unless the tires are used for DEQ permitted agricultural or landscaping purposes.
2. The outdoor storage of 10 or more used tires on private or public property in resource zoned lands is prohibited, unless the tires are used for DEQ permitted agricultural or landscaping purposes.
3. Any storage of tires that constitutes a health hazard on any property under the jurisdiction of the North Central Public Health Dept 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 2.020 - Solid Waste and Junk Nuisance***

***D. Outdoor nuisance storage of tires on private or public property unless the tires are used for DEQ permitted agricultural or landscaping purposes:***

- 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.*

Analysis: The allowed number of tires was not changed from the original ordinance. The only change was the restructuring of the first two subsections in order to provide clarity to the section. Waste tire piles can accumulate rainwater which can become a breeding ground for disease-carrying mosquitoes, and large piles are a fire hazard. A 1983 fire in Virginia with a large tire pile burned for 9 months and resulted in a 17 year superfund cleanup.



Regulations on tires come from three main places: Federal Clean Water Act, Department of Environmental Quality, and State Building Codes. There are size limitations to the surface area and location for tires. OAR 340-093-0030 uses five tires as a distinction between user and commercial tire storage operations.

Tires as a solid waste nuisance are part of DEQ rules that were amended in 2022. We could investigate changing these regulations, but to be compliant with updated regulations it's likely the rules, particularly location of storage, would change significantly. This would need significant work to modify existing regulation.

There were numerous mentions for concerns regarding farm equipment and implements being spread out due to the size and nature of the implements. There was also mention that keeping retired farm equipment would now constitute a violation.

"Section 2.070 Vehicular Nuisances

B. Nuisance Vehicle Storage

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.

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."

Analysis: This subsection was directly copied into the proposed updates with only the addition of adding the "d." to the last paragraph to give it reference. Farm equipment is exempt.

The question is regarding defensible space standards in the new Environmental Violations section and if they come from the State Fire Marshal's code or the LUDO. There was also mention that improperly maintained landscaping did not have an accompanying definition to provide clarification.

***Section 2.030 - Environmental Violations***

- A. *Overgrown vegetation, 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.*



Analysis: This section was specifically added due to the number of cases pertaining to overgrown vegetation which constituted a fire hazard, which were typically enforced under “Unenumerated Nuisances” in the current ordinance. Staff used reference to the defensible space standards as defined in LUDO Chapter 10. On average, the program took in 3 to 5 complaints per year specifically regarding concerns of fire hazard from overgrown vegetation. There is an enforcement nexus through the LUDOs. The goal of adding this section was to specifically list what the program already enforces.

We can remove this section, but will continue to prioritize enforcing overgrown vegetation that constitutes a fire hazard.

The concern is regarding the grading section proposed and that it would not allow farmers the right to manage their own property. There was also mention of no definition for “surveying”.

**Section 2.030 - Environmental Violations**

*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.*

Analysis: This language was loosely brought over from Washington County when we identified the need to detail grading violations. (See Washington County 1.12.240). Historically, violations of grading have been enforced under the current ordinance Section 2.090 Illegal Uses, subsection G. Other uses, which states “Any other use of land that occurs in Wasco County that the Compliance Officer or Board of Commissioners determine is in conflict with LUDO or NSA LUDO requirements.” While the nexus lies in enforcing compliance of LUDO requirements, it is more clear to the public that grading without proper permits is a violation of this ordinance as well as the LUDOs.

Agricultural and forestry practices of land management are allowed without review by the Oregon Land Use Planning program in conjunction with the Oregon Right to Farm and the Oregon Forest Practices Act.

This language can be removed, but will not change we are required via the LUDOs to enforce unpermitted grading and fill activities in many circumstances.

The question regarding fence restrictions and concern that if someone wants to divide a larger parcel of grazing land into smaller units to better utilize the resource, they would have to obtain permits.

“Section 2.100 National Scenic Area (NSA) Violations

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...
2. Wire-strand fences greater than 48 inches in height that are outside deer and elk winter range...are not permitted without review...”

Analysis: This subsection was directly copied into the proposed updates with only the section number changing with the renumbering of the chapter. This rule comes directly from the National Scenic Area Management Plan.

A citizen asked if the standard in these subsections is going to be used when entering property.

**Section 3.010 - Enforcement Authority**

*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.*

Analysis: The proposed language sums up 5 paragraphs of language from the current ordinance contained in Section 3.030 (A) Right of Entry. Section B is language that authorizes the Code Compliance Officer to perform the duties the ordinance prescribes, with Section C as the statement that entry will not happen without making reasonable efforts or obtaining a warrant. These are not separate standards, but used in conjunction with each other to implement the ordinance and procedures.

This clean-up was on the recommendation and review of two separate attorneys who advised on the appropriate procedures and authorities for our program. Staff follows C as best practices, particularly given significant statewide safety concerns for Code Compliance Officers. However, B is needed to recognize the authority to enter property including when invited by the property owner.

Questions were raised that there is no mention of the complaint policy for the program. This was mentioned in multiple comments provided at the hearing, with the concern that enforcement was going to be proactive and not require complaints to be submitted.

**“Section 3.080 Initiation of Enforcement Action**

Enforcement action will be initiated pursuant to the policy established by the Board of Commissioners in consideration of staff resources and nuisance priorities. While both anonymous and written and signed complaints are accepted, it is up to the discretion of the Compliance Officer as to the level of action given to anonymous complaints.”

***Section 3.030 - Initiating Enforcement Action***

*B. Enforcement action will be initiated pursuant to the policy established by the Board in consideration of staff resources and priorities.*

Analysis: As the proposed language states, enforcement action will only be initiated based on the policy established by the Board. Other jurisdictions that reviewed do not have their complaint policy in the code. The policy has to be adopted by the Board, and on the other hand, having it codified would create the need for public hearings in order to change the policy for complaints. The policy for complaints is outlined in the procedure flow chart. Enforcement of the land use violations is imbued by Chapter 15 of both Land Use and Development Ordinances.

Staff recommendation is to retain the proposed language and potentially draft an updated formal complaint policy for the Board to adopt at a later time. We also could strike “anonymous” from the language, as the Board approved in 2020 no longer accepting anonymous complaints.

A citizen asked about 15-day response period contained in section 3.060 C.

**Clarification of 15-day Response Period**

The 15-day response period is contained in the following proposed sections: 3.040 - Notice of Violation; 3.050 - Order to Correct; 3.060 - Notice of Failure to Comply; 3.110 (D) Administrative Monetary Penalties for Continued Non-Compliance; Section 3.140 - Recording a Violation; Section 4.040 - Order to Abate

Analysis: This is the same 15-day response timeline as the current ordinance. The program currently operates on 15 days from the date the notice is mailed, not 15 days from receipt of the notice (with a signed return receipt). This also matches with our land use and development appeal periods proscribed by state law.

Re-evaluating this timelines would be a substantive revision necessitating more in depth analysis and broader public input, particularly as one of the drivers of this Ordinance update is citizen frustration with the timeliness and efficiency of the compliance process.

The concern was regarding the language contained in a section of Chapter 4, where it states that an error in the name of the owner shall not void the lien.

***Section 4.050 - Abatement Costs, Notice, and Collection***

*E. 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.*

Analysis: There is similar language in the current ordinance that an error in the name of the owner or address listed shall not render a compliance notice or order void. Clarity was recommended by legal counsel. This is language copied from Deschutes County (See Section 1.16.145.C).

## Current Proposed Update


The goal of the current (2024) update is to:

- Clarify and reorganize the enforcement and abatement process so it is more clear for staff and citizens.
- Improve references, definitions, and streamline language according to compliance with state and federal law, best practices, and staff analysis.

What the proposed update does not do:

- Add new violations.
- Substantively modify the program, procedures, or definitions





“Planning  
Department”



# Wasco County Code Compliance Program and Ordinance

- **Brief History of the Program**
- **Current State of the Program**
- **Analysis of Questions/Feedback**
- **Alternative Strategies for Updating WCCCNAO**

WC

# Brief History

- **1955:** First LUDO (Zoning Ordinance). Fines \$100/day/violation. Matters went to Courts.
- **1970:** Enforcement conducted by Planning staff.
- **1986:** Columbia River Gorge National Scenic Area Act passed in Congress
- **1989:** Development of Chapter 15. Citations issued by PD or Sanitarian. Fines \$100 day/violation. Failure to appear at court resulted in an arrest warrant.
- **2004:** Planning Department presented to the County Court issues with addressing complaints without an FTE
- **2006:** A shared FTE between Planning & Public Health was trialed

# Brief History

- **2008:** County funded first FTE to address both public health and land use violations
- **2009:** First WCCCNAO was adopted
- **2012:** WCCCNAO amended
- **2016-2018:** Abatement Assistance Program



# Process to Combine Nuisance and Land Use Violations

- Joint effort between Public Health and Planning
- A Citizen Advisory Group was formed, four regional work sessions in 2007
- Countywide Public Notice
- Stated goal was to reduce citizen frustration with enforcement
- “Given the commitment to have a unified position, it was decided a unified nuisance ordinance would be more consistent and effective than the three ordinances required to currently implement both health and land use code compliance.”

# Process to Combine Nuisance and Land Use Violations

- Clearly stated voluntary compliance goals
- Complaint aspect incorporated into the decision tree
- We still retain enforcement in both LUDOs, as well as revocation of CUPs

# Status of Current Program

- Re organized the program in 2020
- Eliminated anonymous complaints, based on data
- Nuisance cases take an average of 6 years to resolve
- Instituted a three tier priority schedule to reprioritize land use violations

# Triage Schedule Proposal

**Priority 1 Violations:** Land use activities that impact environmental/natural resources, pose significant health and safety issues, or involve structures under construction that do not meet standards.

- Floodplain/drainage/wetland/riparian area disturbances (illegal crossings, development, grading, etc.)
- Dwellings or other structures without a permit
- Violations of conditions of approval for development permits
- Overgrown vegetation or violations of Fire Safety standards/defensible space

**Priority 2 Violations:** Land use or nuisance activities that pose health/safety issues or involve development that does not meet standards.

- Grading without permits
- Commercial/industrial/recreation activities without permits (includes home occupations, agricultural buildings converted to nonagricultural uses)
- Outdoor parking or storage of five or more operable vehicles

**Priority 3 Violations:** Nuisance violations that pose potential health and safety hazards.

- Junk accumulation
- Trash accumulation

# Prioritization

Violations will be addressed accordingly:

- a. Priority 1 Violations: 70% of staff time
- b. Priority 2 Violations: 20% of staff time
- c. Priority 3 Violations: 10% of staff time

# Program in Action

- Average 20 new cases per year (last 5 years), with average case load of 60 cases

## **First 5 years of program under WCCCNAO**

- Between 50 – 100 cases per year

## **Land Use vs. Nuisance (last 5 years)**

- Average of 10 land use cases per year
- Average of 8 nuisance cases per year

# Program in Action

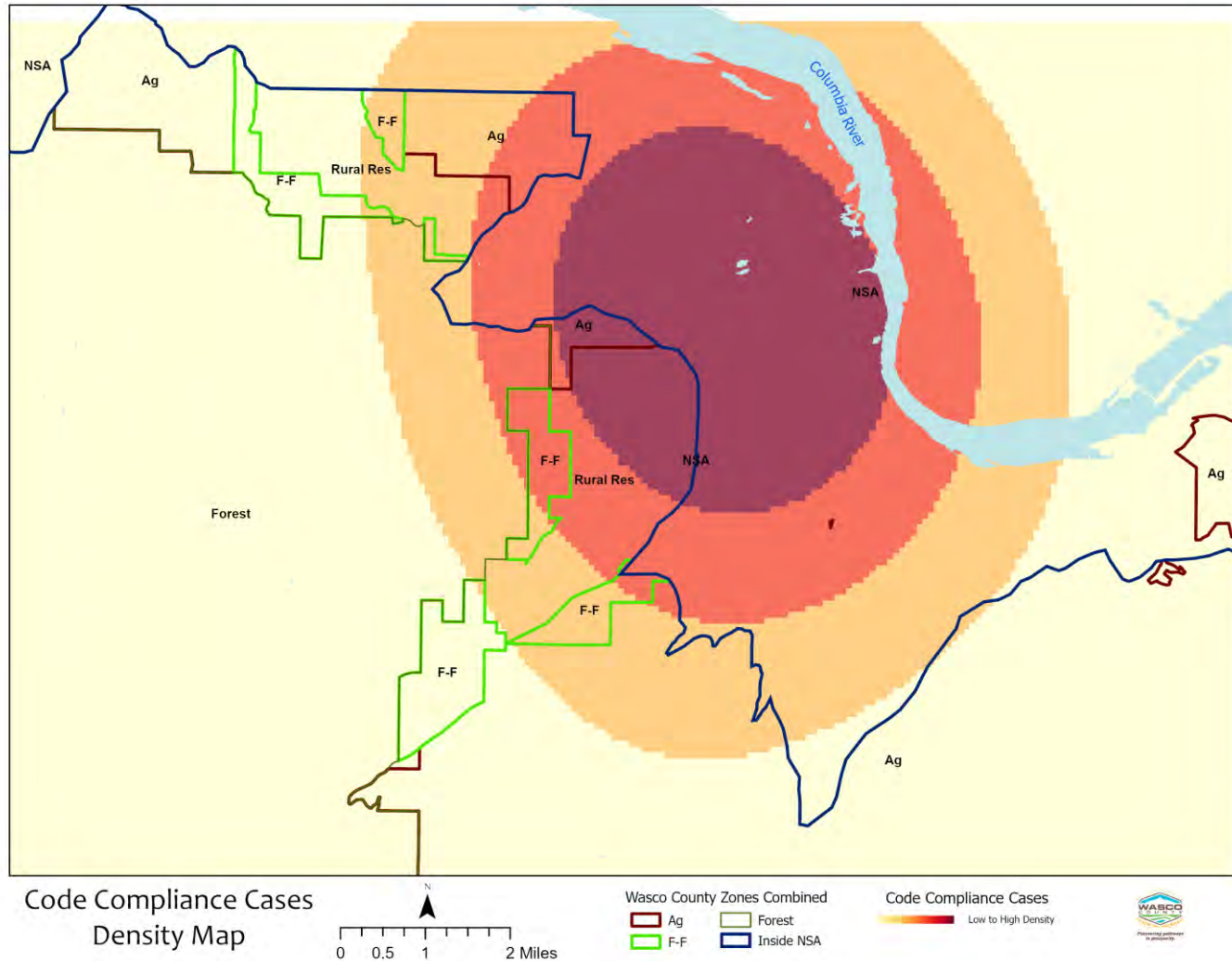
## Land Use

- Average 1.5 years to resolution
- Two long-standing cases, 4 years/10 years

## Nuisance

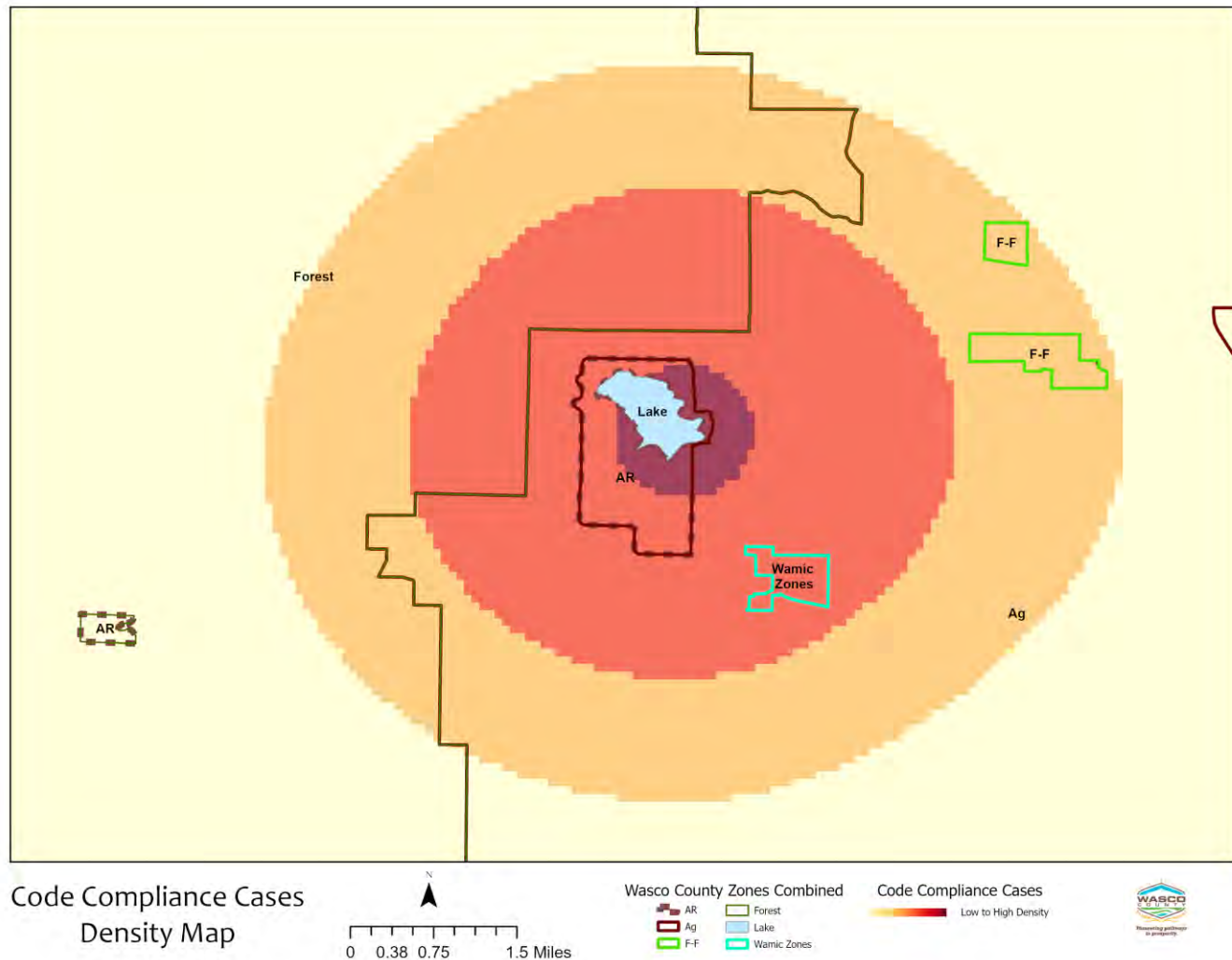
- Average 1 year to resolution
- Five long-standing cases, 3yrs/10-13 years

# Location and Zoning





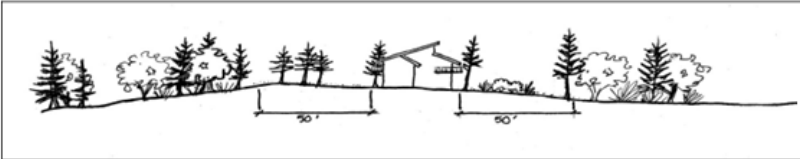
# Location and Zoning



# Defensible Space Standards

## Section 10.120 - Defensible Space – Clearing and Maintaining a Fire Fuel Break

### DEFENSIBLE SPACE



Fire Fuel Break Includes: Irrigated fire resistant domestic plantings, low volume slow burning plantings, and trees encouraged to provide shade and ground cooling. Trees should be grouped. Groups of trees shall be spaced to avoid creation of a continuous tree canopy. Trees shall be kept in healthy fire resistant condition. Trees shall be limbed up to create a vacant area between ground fuels and canopy fuels. Under story vegetation shall be minimized and ground cover shall be kept trimmed low to the ground.

### Is your building surrounded by a 50-foot wide fire fuel break?



Fire Fuel Break Area Plan View Illustration



Fire Fuel Break Area Sample Illustration

### MAINTENANCE STANDARDS FOR FIRE FUEL BREAK AREA:

- Ground cover maximum 4 inches tall;
- Trees limbed up approximately 8 feet from the ground,
- Trees kept free from dead, dry, or flammable material;
- Ladder fuels must be removed;
- No shrubs or tall plants under trees;
- shrubs only in isolated groupings that maximize edges of ornamental beds to avoid continuous blocks of ground fuel;

**DEFENSIBLE SPACE 10.120/11.120** – Please show building location(s) including a boundary for the 50 foot fire fuel break boundary on the site plan. Information shall be sufficient to demonstrate the following:

**NOTE: Select either A or B.**

- A. You have identified site(s) for the proposed building(s) that allow for a full 50 foot fire fuel break either on the parcel or by easement over the necessary portion of an adjoining parcel;
- ☐ Yes – Comment \_\_\_\_\_ ☐ No, See Attached Fire Safety Plan
- B. Your property is located in an exception area or smaller lot residential zone and building(s) are located to accommodate a 30 foot fire fuel break where a full 50 foot fire fuel break cannot be provided for.
- ☐ Yes – Comment \_\_\_\_\_ ☐ No, See Attached Fire Safety Plan

# Defensible Space Standards





# Vehicles





# Tires



# Optional Updates

- **Environmental Violations**
  - Overgrown Vegetation and Grading
  - Enforceable through LUDOs
- **Updated “Purpose”**
  - Appropriate use of land
- **Updated/Added Definitions**
  - “Disabled Vehicle”
  - “Firewood”, “Firewood, Useable”
- **Condensing of Solid Waste/Junk Nuisances**
  - Retain current language with minor revisions

# Substantive

- **Scope: Solid Waste provisions applying to all Wasco County**
- **Modified Enforcement Authority**
- **Daily Penalties**
- **Changes to Solid Waste and Junk Nuisances**
  - Firewood, pallets, number of allowed tires
- **Vehicle Storage**
- **Changing 15-day Appeal Timeline**

# Non-Substantive

- **Restructuring Definitions**
- **Renumbering of Sections**
- **Restructuring Sections For Clarity**
  - **Example- 2.025(B) Vehicle Storage**



# Alternative 1: No Action

Pros	Cons
Pause the process for more public input	Does not address citizen and BOCC concerns about enforcement/abatement
	Procedure still unclear/problematic
	Does not incorporate legal review recommendations

# Alternative 2: Proceed with Current Draft, remove only optional additions

Pros	Cons
Address citizen & BOCC enforcement concerns	Outstanding citizen concerns
Address legal review concerns	Will necessitate future updates
Makes transparent enforcement and abatement procedures	
Strengthens nexus to existing plans	
Little added cost	

March 2024

Staff Revises  
mark up for  
clarity April-  
May

BOCC  
Hearings  
June & July

# Feedback Classification

Non Substantive/Non Programmatic	Substantive/Programmatic
Clarify case initiation*	Agricultural exemptions
Improve clarity around some language/definitions	Evaluate/address existing violations like: firewood, vehicles, fill dirt
	Modifying appeal period
	Modifying enforcement authority
	Modifying abatement notices

# Alternative 3: Make Non-Substantive Edits

Pros	Cons
Offers more clarity on several items	Additional delays on enforcement
	Added cost



# Alternative 4: Make Substantive Edits

Pros	Cons
Expanded public input	3-5 year to adoption
Establish a new TAC	Opens up entire document to varied feedback
Could eliminate the need for more regular updates	Requires CRGC concurrence (more hearings)
	High cost (min. \$25k, not including staff time)

# House Bill 2147

Introduced and printed pursuant to House Rule 12.00. Presession filed (at the request of House Interim Committee on Veterans and Emergency Management for Representatives Christine Goodwin, Dacia Grayber)

## SUMMARY

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

Directs governing body of each county to designate person to ensure interment of unclaimed human remains of veteran or survivor of veteran. Limits civil liability except for gross negligence.

Requires certain funerary entities in possession of unclaimed human remains of veteran or survivor of veteran, under certain circumstances, to release human remains and associated veteran status information upon request to veterans' remains coordinator, notify county veterans' service officer and apply for state or federal benefits.

Limits civil liability for release of veteran status information except for gross negligence.

Authorizes certain funerary entities in possession of unclaimed human remains of veteran or survivor of veteran to cremate, reduce or inter unclaimed human remains under certain circumstances.

Directs county veterans' service officer to report information about veteran or survivor of veteran to United States Department of Veterans Affairs. Requires county veterans' service officer to establish and maintain list of reported information and to make information available upon request to veterans' remains coordinator.

## A BILL FOR AN ACT

Relating to veterans; creating new provisions; and amending ORS 97.170.

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

**SECTION 1. Sections 2 to 6 of this 2023 Act are added to and made a part of ORS 97.110 to 97.450.**

**SECTION 2. As used in sections 2 to 6 of this 2023 Act:**

**(1) "County veterans' service officer" means a county veterans' service officer appointed under ORS 408.410.**

**(2) "Eligible decedent" means the unclaimed human remains of a veteran or spouse, dependent or survivor of a veteran that are entitled to interment under federal law at a national cemetery administered by the United States Department of Veterans Affairs.**

**(3) "Entity in possession of an eligible decedent" means a funeral establishment licensed under ORS 692.146, cemetery authority, crematory operator, alternative disposition facility operator, funeral service practitioner licensed under ORS 692.045 or other entity in possession of an eligible decedent.**

**(4) "Veteran" has the meaning given that term in ORS 408.225.**

**(5) "Veteran status information" means the data required by the Department of Veterans' Affairs to verify that human remains are those of a veteran or spouse, dependent or survivor of a veteran for purposes of eligibility for interment in a national cemetery, including the person's name, service number, Social Security number, date of birth, date of death, place of birth, branch of the service and military rank.**

**(6) "Veterans' remains coordinator" means a person recognized by a county as a paid employee or unpaid volunteer authorized to verify and inter unclaimed human remains of a veteran or spouse, dependent or survivor of a veteran.**

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

**SECTION 3.** (1) The governing body of each county shall designate one or more veterans' remains coordinators who shall exercise due diligence to:

(a) Identify unclaimed human remains located in the county in consultation with the county veterans' service officer, the United States Department of Veterans Affairs, a national cemetery administered by the United States Department of Veterans Affairs, the United States Social Security Administration or another entity;

(b) Establish that the unclaimed human remains meet the definition of "eligible decedent"; and

(c) For an eligible decedent who died in the county, cause interment at a national cemetery administered by the United States Department of Veterans Affairs.

(2) An interment under subsection (1) of this section may not occur at a cemetery used only for the interment of indigent persons.

**SECTION 4.** (1) Before causing the interment of an eligible decedent under section 3 of this 2023 Act, the veterans' remains coordinator shall report to the county veterans' service officer:

(a) The facts relied upon to establish eligibility for interment under section 3 of this 2023 Act;

(b) The plan for the interment of the eligible decedent; and

(c) The date of death and place of interment of the eligible decedent.

(2) The county veterans' service officer shall establish and maintain a record of information received under subsection (1) of this section.

**SECTION 5.** (1) An entity in possession of an eligible decedent shall, upon request of a veterans' remains coordinator, release the veteran status information associated with the eligible decedent to the veterans' remains coordinator.

(2) A veterans' remains coordinator may use the veteran status information received under subsection (1) of this section only for disclosure to the Department of Veterans Affairs to verify the interment benefits of an eligible decedent.

(3) If disposition arrangements have not otherwise been made under law, an entity in possession of an eligible decedent shall notify the county veterans' service officer for the county in which the eligible decedent is located of the existence of the eligible decedent no later than six months after the date of death associated with the eligible decedent.

(4) An entity in possession of unclaimed human remains shall, upon request of a veterans' remains coordinator, provide reasonable assistance to the veterans' remains coordinator to identify and establish that the unclaimed human remains meet the definition of "eligible decedent" under section 3 of this 2023 Act.

(5) An entity in possession of an eligible decedent shall, upon request by a veterans' remains coordinator, release the eligible decedent to the veterans' remains coordinator for interment under section 3 of this 2023 Act, provided that the following conditions are satisfied:

(a) The veterans' remains coordinator has verified the interment benefits of the eligible decedent with the department or county veterans' service officer and provided documentation of that verification to the entity in possession of the eligible decedent.

(b) The veterans' remains coordinator has exercised due diligence to provide notice of the plan to inter the eligible decedent to any agents or family members of the eligible decedent with the legal right to control the disposition of the eligible decedent.

(c) An agent or family member of the eligible decedent with a legal right to control the disposition of the eligible decedent has not exercised that right.

(d) The entity in possession of the eligible decedent has possessed the eligible decedent for at least six months.

(6) An entity in possession of an eligible decedent that releases veteran status information under subsection (1) of this section is not subject to civil liability except for gross negligence.

(7) A veterans' remains coordinator who interments an eligible decedent under section 3 of this 2023 Act is not subject to civil liability for acts or omissions arising from the interment except for gross negligence.

**SECTION 6. (1) A county veterans' service officer who identifies or locates an eligible decedent shall report to the United States Department of Veterans Affairs:**

(a) Veteran status information known about the veteran associated with the eligible decedent; and

(b) Contact information for the place and person in possession of the eligible decedent.

(2) The county veterans' service officer shall establish and maintain a list of eligible decedents that are reported under subsection (1) of this section and make the list available in person or by telephone upon request by a veterans' remains coordinator.

**SECTION 7.** ORS 97.170 is amended to read:

97.170. (1) As used in this section, "indigent person" means a deceased person who does not have a death or final expense benefit or insurance policy that pays for disposition of the deceased person's body or other means to pay for disposition of the deceased person's body and:

(a) Who does not have a relative or other person with the legal right to direct and the means to pay for disposition of the deceased person's body;

(b) Whose relative, or other person, with the legal right to direct the disposition of the deceased person's body does not pay or arrange to pay for, or refuses to direct, the disposition of the deceased person's body within 10 days of being notified of the death; or

(c) For whom no person other than a person described in paragraph (a) or (b) of this subsection wishes to direct and pay for the disposition of the deceased person's body.

(2) The State Mortuary and Cemetery Board shall maintain a list of institutions that may accept or process bodies for education or research purposes.

(3)(a) A funeral establishment licensed under ORS 692.146, **cemetery authority, crematory operator, alternative disposition facility operator or licensed funeral service practitioner** that takes custody of the unclaimed body of a deceased person shall, within five days after taking custody of the body:

(A) Submit a report of death under ORS 432.133;

(B) Obtain all contact information known to the medical examiner, a health care facility or law enforcement regarding persons listed in ORS 97.130;

(C) Attempt to locate and notify the persons listed in ORS 97.130;

(D) Arrange with any person listed in ORS 97.130 who will pay the expenses to make disposition of the body;

(E) **Except as provided in paragraph (d) of this subsection**, if no person listed in ORS 97.130 can be located to pay the expenses to make disposition of the body, arrange with a person or institution not listed in ORS 97.130 that will pay the expenses to make disposition of the body;

(F) Determine whether the State Treasurer or other person is appointed as the personal repre-



1 tentative of the deceased person pursuant to ORS 113.085; and

2 (G) Contact the Department of Veterans' Affairs to determine whether the decedent is eligible  
3 for any state or federal benefits.

4 (b) If no one claims the body within 10 days after the funeral establishment, **cemetery au-**  
5 **thority, crematory operator, alternative disposition facility operator or licensed funeral ser-**  
6 **vice practitioner** takes custody of the body, or if the persons notified acquiesce, or if the decedent  
7 is not eligible for any benefits described in paragraph (a)(G) of this subsection, the funeral estab-  
8 lishment, **cemetery authority, crematory operator, alternative disposition facility operator or**  
9 **licensed funeral service practitioner** may transfer the body to an institution on the list of insti-  
10 tutions described in subsection (2) of this section that desires the body for education or research  
11 purposes.

12 (c) If no person or institution claims the body as provided in paragraphs (a) and (b) of this  
13 subsection, the funeral establishment, **cemetery authority, crematory operator, alternative dis-**  
14 **position facility operator or licensed funeral service practitioner** may cremate or reduce or  
15 bury the body without the consent of persons listed in ORS 97.130 and is indemnified from any li-  
16 ability arising from having made such disposition. The method of disposition must be in the least  
17 costly and most environmentally sound manner that complies with law, and that does not conflict  
18 with known wishes of the deceased. If the deceased person is an indigent person, the board shall  
19 reimburse the funeral establishment for the costs of disposition under subsection (5) of this section.

20 (d)(A) **Notwithstanding paragraphs (b) and (c) of this subsection, if the decedent is eligi-**  
21 **ble for state or federal benefits described in paragraph (a)(G) of this subsection, the funeral**  
22 **establishment, cemetery authority, crematory operator, alternative disposition facility oper-**  
23 **ator or licensed funeral service practitioner shall apply for the benefits within 10 days of**  
24 **taking custody of the body.**

25 (B) **If no person claims the body within 10 days of taking custody, the funeral establish-**  
26 **ment, cemetery authority, crematory operator, alternative disposition facility operator or**  
27 **licensed funeral service practitioner may cremate or reduce the body before or after notify-**  
28 **ing the county veterans' service officer under section 5 (3) of this 2023 Act or cause the body**  
29 **to be buried or interred at a national cemetery administered by the United States Depart-**  
30 **ment of Veterans Affairs.**

31 (C) **The body of a decedent eligible for benefits described in paragraph (a)(G) of this**  
32 **subsection may not be transferred to an institution described in subsection (2) of this sec-**  
33 **tion.**

34 (4) If the deceased person is a child over whom the Department of Human Services held  
35 guardianship at the time of death, the department shall promptly attempt to locate and notify the  
36 relatives of the deceased child or any other person who has an interest in the deceased child and  
37 shall arrange with any person who will pay the expenses to make disposition of the body. If no  
38 relatives or interested persons claim the body, the department may transfer the body to an institu-  
39 tion that is on the list maintained by the board under subsection (2) of this section that desires the  
40 body for education or research purposes, or may authorize burial or cremation or reduction of the  
41 body. The department shall pay expenses related to burial or cremation or reduction authorized by  
42 the department under this subsection.

43 (5) Upon receipt of a qualifying statement as required by the board by rule that the deceased  
44 person is an indigent person, the board shall reimburse a funeral establishment the reasonable costs  
45 for disposition of the body of any unclaimed deceased indigent person. The method of disposition

1 must be in the least costly and most environmentally sound manner that complies with law. The  
2 board shall adopt rules establishing the requirements and process for reimbursement and setting the  
3 amount that may be reimbursed to a funeral establishment under this subsection.

4

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IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF ELIJAH PRESTON AS WASCO COUNTY'S VETERANS LIAISON FOR UNCLAIMED REMAINS

**ORDER #24-008**

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

IT APPEARING TO THE BOARD: House Bill 2147 was passed by the legislature and signed into law by the Oregon Governor in July of 2023; and

IT FURTHER APPEARING TO THE BOARD: That HB 2147 directs the governing body of each county to designate a person to ensure interment of unclaimed human remains of veterans or survivors of veterans; and

IT FURTHER APPEARING TO THE BOARD: That Elijah Preston is willing and is qualified to serve as the Wasco County's Veterans Liaison for Unclaimed Remains.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Elijah Preston be and is hereby appointed as the Wasco County's Veterans Liaison for Unclaimed Remains; said term to expire on December 31, 2027

DATED this 20<sup>th</sup> day of March, 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: Veterans Liaison Appointment**

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I move to approve Order 24-008 appointing Elijah Preston to serve as Wasco County's Veterans Liaison for Unclaimed Remains.



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**Subject:** Wasco County Information Services Enterprise Model

### **Background:**

In the late 1990s and early 2000s, Wasco County underwent a transformative shift in its technological approach to better serve its constituents. Recognizing the significant benefits of technological advancement, the county consolidated its decentralized information services into a centralized Information Services department. This strategic move enabled the concentration of critical functions like cybersecurity and networking infrastructure, leading to increased efficiency and synergy across the organization.

Over time, the county's reliance on information services grew, prompting the Information Services department to continuously evolve and expand its expertise. This commitment to innovation ensures that Wasco County remains at the forefront of technological advancements in local government, meeting the evolving needs of its departments effectively.

Furthermore, Wasco County places a high value on collaboration and partnerships to deliver exceptional services to its citizens. Actively engaging with various special districts and government agencies, the county forges strong partnerships that result in intricate technical integrations. These collaborations not only foster robust relationships but also drive collective success in serving the county and the broader region.

Recognizing the increasing demands for technology, Wasco County acknowledges the importance of reevaluating its information services approach. Embracing a more collaborative outlook presents opportunities to nurture existing partnerships and expand Information Services' capabilities within the region. By shifting toward a more inclusive and strategic model, Wasco County aims to fortify its technological resilience and enhance support for both internal operations and collaborative endeavors with external partners with the following objectives:

- Foster strategic partnerships to enhance information services.
- Drive innovation and cost savings through collaborative initiatives.
- Ensure efficient and effective delivery of government services.
- Mitigate risks associated with collaboration through a robust model.



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### IT Service Model:

Research at the Institute of Public Administration shows that organizations in collaborative models benefit from cost savings, improved efficiencies, enhanced service delivery, innovation, resilience, adaptability, and increased public value and social equity (O'donnell, 2012). Wasco County has experienced these findings through partnerships with entities like the North Central Public Health District (NCPHD) and Mid-Columbia Center for Living (MCCFL), ensuring vital health services are technologically supported for citizens.

These collaborations have been valuable, enabling the sharing of information service resources and leading to tangible benefits like reduced costs in computing resources, data storage, cybersecurity, and personnel expenses. Shared costs with MCCFL have allowed Wasco County to maintain specialized skills in software development, supporting various departments such as Assessment & Tax and the Clerk's office with critical software patching and maintenance and the development of the BOPTA interface integration, among other functions.

Furthermore, the potential collaboration with Columbia Gorge Community College (CGCC) presents an opportunity to add a dedicated Network Administration position. This shared arrangement among CGCC, MCCFL, and Wasco County offers mutual benefits. It will not only reduce costs for each organization by sharing the position's expenses but also improve the efficiency and expertise of the information services department. Pooling resources and talent will enhance network management capacity across all organizations, exemplifying the power of maximizing value for stakeholders.

As to risks associated with this collaborative model, the American Society of Public Administration identifies three main risks: resource coordination, division among partners, and resource defection (Benton, 2013). In response, a robust model ensures all organizations receive necessary support, fostering a collaborative environment conducive to achieving shared goals and maximizing impact.



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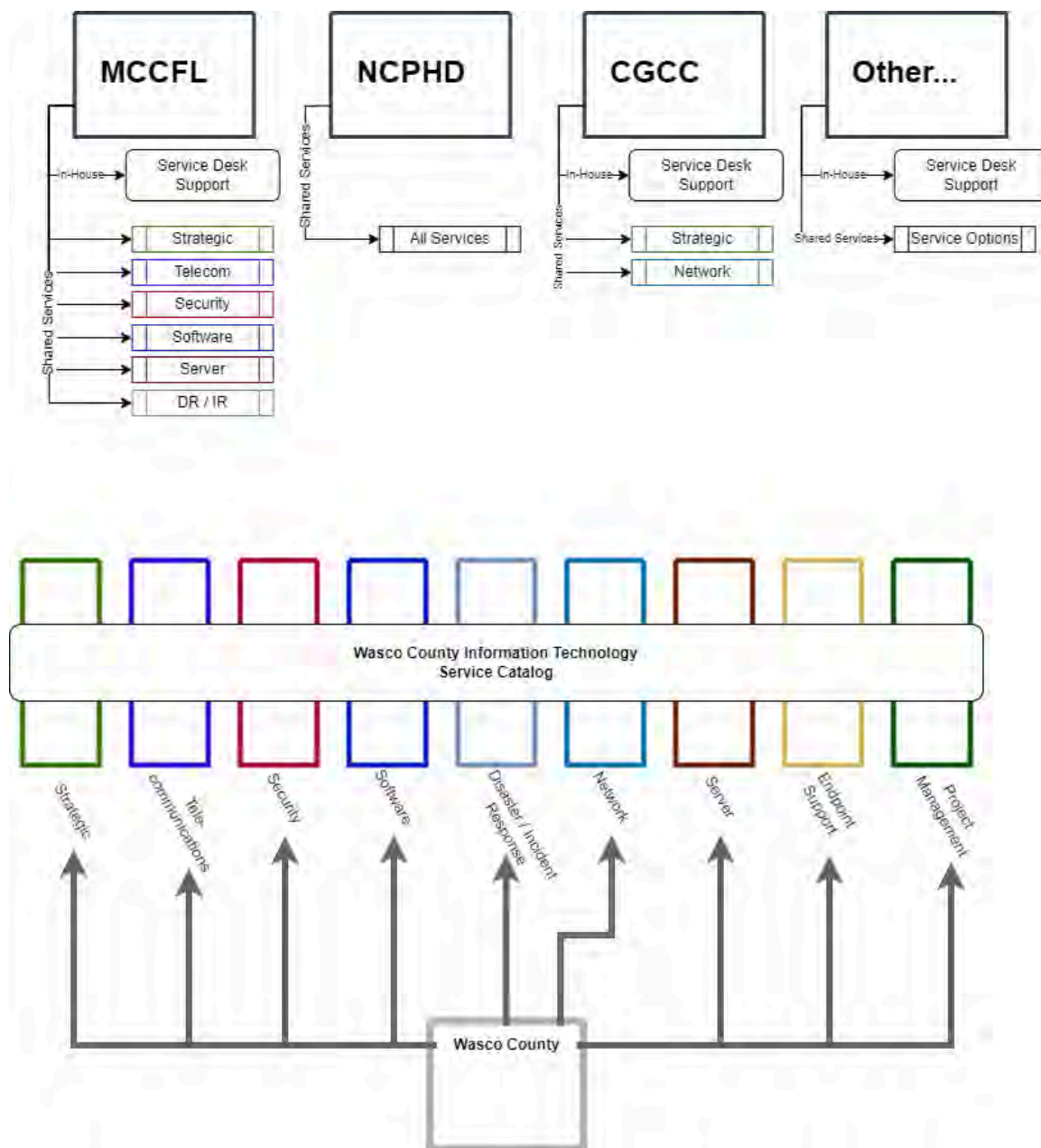


Figure 1: Service Pipeline and Service Consumption Model





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The visual depicts Wasco County's collaborative approach, where service partners seamlessly integrate into Wasco County Information Services' offerings. Each service pipeline requires personnel and materials for effective delivery, with partners sharing personnel costs and procuring necessary materials through collaborative purchase models that reduce overall material costs. This flexible model accommodates evolving agency needs and facilitates personnel addition.

For instance, Wasco County, MCCFL, and CGCC collectively require expertise in the network pipeline. They share personnel costs while covering equipment and project-specific expenses for their respective organizations, thus aligning personnel capacity with service demands and reducing material expenditures through collective purchasing. This ensures the retention of skilled technical personnel, enhancing operational efficiency and service continuity. An example includes a recent security risk assessment across IT systems supported by Wasco County Information Services, resulting in cost savings through combined services.

The model maintains separate service desk support for each organization, leading to reduced mean time to resolution and response times within the partnership. It also ensures the retention of institutional knowledge and support, even if an organization decides to transition away from the collaborative support model. Additionally, the model is flexible enough to accommodate the addition or departure of individual agencies by adjusting the service pipelines to meet changing capacity needs.

### **Financial Model**

The proposed service model advocates for a subscription fee structure to cover pertinent personnel costs, ensuring equitable benefits across all participating agencies while acknowledging the presence of administrative overhead within these fees. Fees are determined by the utilization of service pipelines relative to the necessary full-time equivalent (FTE) staff to meet demand, calculated on a percentage basis. If an agency utilizes, for instance, 50% of a service pipeline (such as network or software services), it bears responsibility for 50% of the requisite FTE staff, in accordance with industry standards. Research conducted by Robert Half, a prominent talent recruitment firm, indicates an average IT service staff to employee FTE ratio of 70:1, serving as a benchmark for this calculation. Additionally, capacity assessment involves quantifying the number of network nodes serviced, servers managed, and the scale of data systems maintained. These metrics will identify how each pipeline will need to grow or contract based on the organizations brought into the service model.



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### *Service Subscription Fee / Personnel Costs*

- *Proportional Sharing:* charged on an annual basis, entails distributing expenses for shared personnel, such as network administrators, among participating organizations according to their respective usage or through an agreed-upon formula, such as the total utilization rate within the network service pipeline.
- *Variable Vendor Costs:* Additional charges stemming from fees associated with manufacturer maintenance and support costs will not be encompassed within this service model. For instance, if an agency procures software, any supplementary expenses for maintenance contracts pertaining to that specific software will be the direct responsibility of the individual agency and will not be integrated into the service model's framework.

### *Material and Equipment Costs*

- *Collective Purchasing:* entails organizations reaping the advantages of diminished material costs through potential collaborative purchasing agreements for essential equipment and projects. For instance, by jointly negotiating their security risk assessment needs, both Wasco County and MCFFL were able to secure a reduction of approximately 25% in costs. Similarly, upcoming projects, such as those related to telecommunications, present opportunities for further collaborative cost-saving efforts.
- *Individual Purchasing:* allows each organization to maintain independent scopes of work, enabling them to procure materials and services autonomously without being dependent on other organizations involved in service pipelines. For instance, each organization may have distinct needs for solutions related to server or network infrastructure. This approach is effective as it allows organizations to directly purchase the necessary materials and services while leveraging the expertise of personnel to assess and validate the required systems using the service pipelines mentioned previously.

This model encourages strategic partnerships and efficient resource utilization, aligning with emphasis on collaboration and cost savings. It's scalable and adaptable to the changing needs of Wasco County and its partners.



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The following table provides an example cost matrix of how this service model can be calculated:

	Required FTE	CGCC Contribution Rate	Wasco County	MCCFL Contribution	Total Weighted Amount
<i>* includes fully weighted estimate (salary + benefits)</i>					
Strategy	2.00	0.50	1.00	0.50	\$182,386
Net / Sys	1.00	0.33	0.33	0.33	\$131,665
Database	1.00	0.00	0.50	0.50	\$131,665
<b>Contribution Amount:</b>		134,642.04	291,667.04	200,474.29	

Table 1: Example Service Contribution Rates

### Potential Marketplace:

Recruiting and retaining skilled information technology professionals presents a challenge in our rural community. The proposed model targets small to medium-sized government entities seeking strategic partnerships with information services to align with their organizational goals. Examples of potential customers include North Central Public Health District, Mid-Columbia Center for Living, Columbia Gorge Community College, and NORCOR. This model would be open to similar entities where IT needs align with the service model outlined above. Currently, two agencies are partnered, with a third ready to join. Other potential customers include special districts and municipalities that typically rely on master service providers, potentially lacking expertise in government agency needs such as compliance and regulatory requirements.

### High-Level Implementation Plan:

1. Identify collaborative opportunities based on shared needs and expertise, and initiate discussions with potential partners.
2. Establish robust communication channels and governance structures utilizing an Enterprise IT framework aligned with the proposed service model.
3. Implement collaborative projects incrementally, ensuring alignment with organizational objectives and the strategic development of Enterprise IT.
4. Continuously assess partnership outcomes to drive enhancements using established Key Performance Indicators (KPIs), including:



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- a. Mean time to resolution
  - b. Mean time to response
  - c. Server and network utilization per organization
  - d. Average IT time allocated by organization and service type
5. Implement feedback mechanisms to gather feedback from partners through regular check-ins, surveys for continuous improvement

### SWOTT Analysis

#### *Strengths:*

- The model leverages the benefits of collaboration, such as cost savings, improved efficiency, enhanced service delivery, innovation, resilience, adaptability, and increased public value.
- The model also utilizes a flexible and scalable service pipeline approach that can accommodate changing needs and capacities of different organizations.
- The model enhances the ability to recruit and retain skilled employees in a rural area by utilizing a shared costs approach
- The model has proven success with existing partners like NCPHD and MCCFL, and potential partners like CGCC.

#### *Weaknesses:*

- The model requires robust communication and governance structures to ensure effective coordination and alignment of objectives among partners.
- The model may encounter resistance or mistrust from some organizations that are reluctant to share resources or information.

#### *Opportunities:*

- The model presents opportunities to nurture existing partnerships and expand Information Services' capabilities within the region.
- The model can attract more customers from small to medium-sized government entities, special districts, and municipalities that seek strategic partnerships with information services.
- The model can also foster innovation and learning by sharing best practices and expertise across organizations.

#### *Threats:*



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- The model may face risks such as resource defection, division among partners, or loss of institutional knowledge and support.
- The model may also face competition from other service providers or vendors that offer similar or better services.
- The model may also be affected by external factors such as changes in regulations, funding, technology, or customer demands.

### *Trends:*

- The model aligns with the trends of technological advancement, collaboration, and public value creation in local government.
- The model responds to the increasing demands for technology and the challenges of limited resources and expertise in rural areas.
- The model also contributes to the social equity and well-being of citizens by supporting vital functions and services.

### **Risk Mitigation:**

Acknowledging potential drawbacks, this model has been developed to address risks associated with collaboration. This includes ensuring resource coordination, minimizing division among partners, and safeguarding against resource defection to maximize collective impact. Using the “service pipeline approach” pipes can grow or retract as needed depending on the number and scale of entities bought into the service catalog. Further, a comprehensive risk register will be established as risks are identified and mitigation strategies will be implemented and presented based on the identified risks.

### **Conclusion:**

Wasco County has formed partnerships with entities like the North Central Public Health District and the Mid-Columbia Center for Living, resulting in cost reduction and enhanced support for vital functions. Collaborating with Columbia Gorge Community College offers potential for further benefits, including cost savings and enhanced expertise in network administration. However, it's crucial to address potential risks like resource coordination and division among partners. A robust model has been developed to mitigate these risks and ensure effective achievement of objectives for all involved organizations. Opening the opportunity for other agencies in the region to adopt this model will enhance overall technical effectiveness and our ability to serve citizens strategically, efficiently, and cost-effectively.



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### References:

O'Donnell, O. (2012). Strategic collaboration in local government: A review of international examples of strategic collaboration in local government. Institute of Public Administration.

Benton, J. Edwin (2013). State and Local Government Review, Local Government Collaboration. American Society for Public Administration



## Wasco County Information Services Master Service Agreement

This Master Services Agreement (this “Agreement”) is between Wasco County Information Services, a division of Wasco County, (“us”, “our”, “we” or “WCIS”), and you, Columbia Gorge Community College, the entity who signs this document in the signature block below, electronically or otherwise (“you”, “your”, “CGCC”, “COLLEGE”, or “Client”). This Agreement is effective as of the latest date of the signatures of the parties below (“Effective Date”).

- 1) **SCOPE OF SERVICES; SCOPE OF WORK (SOW).** This is a master agreement that governs all services that we perform, as well as any licenses or products that we sell or re-sell to you (collectively, the “Services”). The Services will be described in one or more orders, proposals, or statements of work that we provide to you (each, a “SOW”). Once you and we mutually agree to a SOW (either by signing it or by electronic acceptance), the SOW will be governed under this Agreement. If there is a material difference between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability, or termination of this Agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.
- 2) **GENERAL REQUIREMENTS.**
  - a. **System.** For the purposes of this Agreement, “Environment” or “System” means, collectively, the portion of any computer network, computer system, peripheral or device that we install, maintain, monitor, or operate pursuant to a SOW. The scope of a SOW, and the fees charged under a SOW, are generally determined by the configuration of the Environment as of the date that the SOW is signed. Therefore, to avoid a delay or negative impact on our provision of the Services, and to mitigate against certain potential costs involved in correcting Client-originated issues, you agree to refrain from modifying or moving the Environment, or installing software on the Environment, unless we expressly authorize such activity.
  - b. **Requirements.** At all times, all software in the Environment must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we require you to implement certain minimum hardware or software requirements in a SOW (“Minimum Requirements”), you agree to do so as an ongoing requirement of us providing our Services to you.
  - c. **Maintenance; Updates.** If patches and other software-related maintenance updates (“Updates”) are provided under a SOW, we will install the Updates only if we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Update.



- d. Third Party Support. If in WCIS's discretion a hardware or software issue requires vendor or Original Equipment Manufacturer (OEM) support, we may contact the vendor or OEM (as applicable) on your behalf and pass through to you all fees and costs associated with that process. If such fees or costs are anticipated in advance or exceed \$125, we will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require us to act otherwise.
  - e. Prioritization. All Services will be performed on a schedule, and in a prioritized manner, as we determine reasonable and necessary based on the evaluation matrix outlined in Addendum 1 and in consideration of the services being provided to other Wasco County environments, both internally and externally.
  - f. Authorized Contact(s). WCIS is entitled to rely on any directions or consent provided by your personnel or representatives who are authorized in a SOW to provide such directions or consent ("Authorized Contacts"). If no Authorized Contact is identified in an applicable SOW, then your Authorized Contact will be the person(s) (i) who signed this Agreement, and/or (ii) who signed the applicable SOW. If you desire to change your Authorized Contact(s), please notify WCIS of such changes in writing which, unless exigent circumstances are stated in the notice, will take effect three (3) business days thereafter.
  - g. Insurance. You agree to acquire and maintain, at your sole cost, insurance to protect against data breaches or other cyber crimes that may be carried out against your environment and that cover the hardware and software of your environment such that reasonable recovery may be attained and covered under the acquired insurance. WCIS must be listed as an additional insured on any policy acquired and maintained by you under this Agreement, and the policy will not be canceled or modified during the term of the applicable SOW without prior notification to WCIS. Upon WCIS request, you agree to provide proof of insurance to WCIS, including proof of payment of any applicable premiums or other amounts due under the insurance policy.
- 3) FEES; PAYMENT. You agree to pay the fees described in each SOW. If the SOW does not include a fee schedule, then you agree to pay us on an hourly basis pursuant to our then-current standard hourly rate schedule as outlined in Addendum 2.
- a. Schedule. Unless otherwise stated in a SOW, all undisputed fees will be due and payable in advance of the provision of the Services. If applicable, payments made by automated clearing house (ACH) will be deducted from your designated bank account on the first business day of the month in which the Services are to be provided.
  - b. Nonpayment. Fees that remain unpaid for more than thirty (30) days after the date of an invoice for SOW's executed under this Agreement will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1% per month or the maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by us, and monthly or recurring charges shall continue to accrue during

any period of suspension. Notice of disputes related to fees must be received by us within ninety (90) days after the applicable Service is rendered or the date on which you pay an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter.

- 4) ACCESS. You hereby grant to WCIS the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment, on a 24x7x365 basis, for the purpose of enabling us to provide the Services. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for WCIS to provide Services to the Environment and, if applicable, at your designated premises, both physically and virtually. Proper and safe environmental conditions must be provided and assured by you at all times. WCIS's personnel will not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern, or that would require extraordinary or non-industry standard efforts to achieve.

5) LIMITED WARRANTIES; LIMITATIONS OF LIABILITY.

- a. Hardware / Software Purchased Through WCIS. Unless otherwise stated in a SOW, all hardware, software, peripherals or accessories purchased through WCIS ("Third Party Products") are nonrefundable once the applicable product is received from the product's manufacturer. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and third party service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. Unless otherwise expressly stated in a SOW, all Third Party Products are provided "as is" and without any warranty whatsoever as between WCIS and you (including but not limited to implied warranties).
- b. Liability Limitations. This paragraph limits the liabilities arising under this Agreement or any SOW and is a bargained-for and material part of this Agreement. You acknowledge and agree that WCIS would not enter into this Agreement unless it could rely on the limitations described in this paragraph. In no event shall either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to WCIS), savings, or other indirect or contingent event-based economic loss arising out of or in connection with this Agreement, any SOW, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any SOW, even if a party has been advised of the possibility of such damages; however, reasonable attorneys' fees awarded to a prevailing party (as described below) shall not be limited by the foregoing limitation. Except for your payment obligations, indemnification obligations, and payment of attorneys' fees (as described elsewhere in this Agreement), a responsible party's ("Responsible Party's") aggregate liability to the other party ("Aggrieved Party") for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort, indemnification, or negligence, shall be limited solely to the

amount of the Aggrieved Party's actual and direct damages, not to exceed the amount of fees paid by you (excluding hard costs for licenses, hardware, etc.) to WCIS for the specific Service upon which the applicable claim(s) is/are based during the six (6) month period immediately prior to the date on which the cause of action accrued. The foregoing limitations shall not apply to the extent that the Claims are caused by a Responsible Party's willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party's liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party's willful or intentional misconduct, or gross negligence.

- 6) **INDEMNIFICATION.** Each party (an "Indemnifying Party") agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, the Indemnifying Party's breach of this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's sole cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld.
- 7) **TERM; TERMINATION.** This Agreement begins on the Effective Date and continues until terminated as described in this Agreement. Each SOW will have its own term and will be terminated only as provided herein, unless otherwise expressly stated in the applicable SOW. The termination of one SOW will not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other SOW between the parties.
  - a. **Termination Without Cause.** Unless otherwise agreed by the parties in writing or otherwise permitted under this Agreement, no party will terminate this Agreement without cause if, on the date of termination, a SOW is in progress. In addition, no party will terminate a SOW without cause prior to the SOW's natural expiration date. Notwithstanding the foregoing, if WCIS decides to cease providing a service to all of its customers generally, then WCIS may terminate an applicable SOW without cause by providing no less than ninety (90) days prior written notice to you. If you terminate a SOW without cause and without WCIS's consent, then you will be responsible for paying the termination fee described in Section 7(b), below. If no SOW is in progress, then either party may terminate this Agreement without cause by providing the other party with thirty (30) business days prior written notice.
  - b. **Termination For Cause.** In the event that one party (a "Defaulting Party") commits a material breach under a SOW or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Client) following receipt of written notice of breach from the non-

Defaulting Party. If WCIS terminates this Agreement or any SOW For Cause, or if you terminate any SOW without cause prior to such SOW's expiration date, then WCIS shall be entitled to receive, and you hereby agree to pay to us, all amounts that would have been paid to WCIS had this Agreement or SOW (as applicable) remained in effect. If you terminate this Agreement or a SOW For Cause (defined below), then you will be responsible for paying only for those Services that were properly delivered and accepted by you up to the effective date of termination.

- c. **Client Activity As A Basis for Termination.** In the event that (i) any Client-supplied equipment, hardware or software, or any action undertaken by you, causes the Environment or any part of the Environment to malfunction consequently requiring remediation by WCIS on three (3) occasions or more ("System Malfunction"), and if under those circumstances, you fail to remedy, repair, or replace the System Malfunction as directed by us (or you fail to cease the activity causing the System Malfunction, as applicable), or (ii) you or any of your staff, personnel, contractors, or representatives engage in a breach of a material term of this Agreement or applicable SOW and which remains uncured after ten days' notice of the breach, then WCIS will have the right, upon ten (10) days prior written notice to you, to terminate this Agreement or the applicable SOW For Cause or, at our discretion and if applicable, amend the applicable SOW to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.
- d. **Consent.** You and we may mutually consent, in writing, to terminate a SOW or this Agreement at any time.
- e. **Equipment / Software Removal.** Upon termination of this Agreement or applicable SOW for any reason, you will provide us with access, during normal business hours, to your premises or any other locations at which WCIS-owned or WCIS-licensed equipment or software (collectively, "WCIS Equipment") is located to enable us to remove all WCIS Equipment from the premises. If you fail or refuse to grant us access as described herein, or if any of the WCIS Equipment is missing, broken or damaged (normal wear and tear excepted) or any of WCIS-supplied software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items.
- f. **Repayment of Discounted Fees.** If you are provided with a price discount under a SOW based on your commitment to retain our Services for a minimum term and if, under that scenario, we terminate the SOW for cause or you terminate the SOW without cause, then in addition to any other remedy available to us, you agree to immediately pay us the difference between the discounted rates and the non-discounted rates under that SOW, calculated from the effective date of the SOW through the date of termination.
- g. **Transition; Deletion of Data.** In the event that you request WCIS's assistance to transition away from our services, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to WCIS providing its assistance to you, and (ii) you agree to pay our then-current hourly rate for such assistance, with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server

information, or conversion of data are transition services, and are subject to the preceding requirements. Unless otherwise expressly stated in a SOW, we will have no obligation to store or maintain any Client data in our possession or control beyond fifteen (15) calendar days following the termination of this Agreement, understanding automatic deletion of data will occur on or after thirty (30) calendar days of the effective termination date of this Agreement. We will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, our deletion of your data beyond the time frames described in this Section 7(g).

8) RESPONSE; REPORTING.

- a. Response. We warrant and represent that we will provide the Services, and respond to any notification received by us of any error, outage, alarm or alert pertaining to the System, in the manner and within the time period(s) designated as outlined in Addendum 1 ("Response Time", "Time to Response"), except for (i) those periods of time covered under the Onboarding Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which we are required to suspend the Services to protect the security or integrity of your System or our equipment or environment, or (iv) delays caused by a force majeure event.
  - i. Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 9:00 AM and 5:00 PM PST (or PDT, as applicable), Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to your environment. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime and assist in providing any necessary contingency to ensure 24/7 services can continue during scheduled downtime. Notification will be made to the Authorized Contacts of any affected, active SOW and this Agreement. Subsequent notification to the Client's staff will be the responsibility of the Client.
  - ii. Client-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime").
  - iii. Vendor-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third party service providers, third party licensors, or "upstream" service or product vendors.
  - iv. Remedies; Limitations. Except for the Onboarding Exception, if we fail to meet our service level commitment in a given calendar month and if, under such

circumstances, our failure is not due to your activities, omissions, or inactivity, then upon receiving your written request for credit, we will issue you a pro-rated credit in an amount equal to the period of time of the outage and/or service failure. All requests for credit must be made by you no later than forty-five (45) days after you either (i) report the outage or service failure to us, or (ii) if applicable, receive a monthly report showing the outage and/or failure. The remedies contained in this paragraph and in Section 7(b) are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to you for our failure to meet any service level commitment during the term of this Agreement.

- b. Onboarding Exception. You acknowledge and agree that for the first one-hundred and twenty (120) days following the commencement date of a SOW, the Response Time commitments described in this Agreement will not apply to us, it being understood that there may be unanticipated downtime or delays due to our initial startup activities with you (the "Onboarding Exception").
- c. Reporting. WCIS will provide quarterly reports on service metrics including average Time to Response, the time in which it takes a service agent to respond to a request for service, average Time to Resolution, the time in which it takes to consider an incident fully resolved and such resolution is confirmed by the incident's submitting party, and total ticket volume, the number of tickets submitted by the Client's staff. Additionally, WCIS will provide a monthly report showing the time spent on incident submissions to validate the fees charged related to monthly Service consumption.

#### 9) CONFIDENTIALITY.

- a. Defined. For the purposes of this Agreement, Confidential Information means any and all non-public information provided to us by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of WCIS, (ii) was developed independently by us, or (iii) is or was lawfully and independently provided to us prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.
- b. Use. We will keep your Confidential Information confidential, and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill our obligations under this Agreement.
- c. Due Care. We will exercise the same degree of care with respect to the Confidential Information we receive from you as we normally take to safeguard and preserve our own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.

- d. **Compelled Disclosure.** If we are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, we will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive our compliance with the provisions of this Section 9. We will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, we may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that we have been advised, by written opinion from our counsel, that we are legally compelled to disclose.
- e. **Enhanced Confidentiality Requirements.** If the Client provides services or products used to provide medical treatment or collect health information about individuals or groups of individuals. A business associate agreement will be attached to this Agreement as an addendum to outline the confidentiality requirements between WCIS and Client and is authoritative over any subsequent SOW provided by WCIS under the terms of this Agreement, unless explicitly written within the subsequent SOW.

**10) ADDITIONAL TERMS; THIRD PARTY SERVICES.**

- a. **EULAs.** Portions of the Services may require you to accept the terms of one or more third party end user license agreements (“EULAs”). If the acceptance of a EULA is required in order to provide the Services to you, then you hereby grant us permission to accept the EULA on your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs, and will look only to the applicable third party provider for the enforcement of the terms of such EULAs. If, while providing the Services, we are required to comply with a third-party EULA and the third party EULA is modified or amended, we reserve the right to modify or amend any applicable SOW with you to ensure our continued compliance with the terms of the third party EULA.
- b. **Third Party Services.** Portions of the Services may be acquired from, or rely upon the services of, third party manufacturers or providers, such as data hosting services, domain registration services, and data backup/recovery services (“Third Party Service”). Not all Third Party Services may be expressly identified as such in a SOW, and at all times we reserve the right to utilize the services of any third party provider or to change third party providers in its sole discretion as long as the change does not materially diminish the Services to be provided to you under a SOW. We will not be responsible, and will be held harmless by you, for the failure of any third-party provider or manufacturer to provide Third Party Services to WCIS or to you.
- c. **Data Loss.** Under no circumstances will we be responsible for any data lost, corrupted or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) our failure to backup or secure data from portions of the System that were not expressly designated in the applicable SOW as requiring backup or recovery services. Unless expressly stated in a SOW, we do not warrant or guarantee



that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.

- d. Bring Your Own Device (BYOD). Depending on the Service being provided, portable devices or devices that intermittently connect to the Environment may not receive or benefit from the Services while the devices are detached from or unconnected to the Environment.
- e. Non-Client Environments or Personal "Home" Environments. We shall not provide Services to personal or non-client environments utilized by remote connections beyond the defined perimeter of the Client environment in a SOW.

11) OWNERSHIP. Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned or licensed by such party ("Intellectual Property"), and nothing in this Agreement or any SOW shall be deemed to convey or grant any ownership rights or goodwill in one party's Intellectual Property to the other party.

12) ARBITRATION. Any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration. The arbitration shall be administered and conducted by an arbitration party mutually agreed upon by WCIS and the Client before entering arbitration. In the event of any inconsistency between the applicable arbitration rules and the procedures set forth below, the procedures set forth below will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, a court of competent jurisdiction shall select the arbitrator. The arbitration shall take place in Wasco County, Oregon. The arbitrator shall determine the scope of discovery in the matter, however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. The cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs. For these purposes, the "Prevailing Party" shall be the party who obtains an arbitration result more favorable to it than its last formal written offer to settle the dispute made at least twenty calendar days prior to the arbitration.

13) MISCELLANEOUS.

- a. Disclosure. You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing, which, in our discretion, may require a modification to the scope or pricing of the Services.
- b. Security. You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the

malware prevention industry at the time of infection, and/or which are purposely or intentionally downloaded or installed onto your System. We do not warrant or guarantee that all malware will be capable of being detected, avoided, quarantined or removed, or that any data deleted, corrupted, or encrypted by such malware ("Impacted Data") will be recoverable. Unless otherwise expressly stated in a SOW, the recovery of Impacted Data is not included in the scope of a SOW. You must maintain insurance for your environment as described in section 2) G of this Agreement. As described in Section 5 above, unless such incidents are caused by our intentionally malicious behavior or our gross negligence, we are held harmless from any costs, expenses, or damages arising from or related to such incidents.

- c. Assignment. Neither this Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party.
- d. Amendment. Unless otherwise expressly permitted under this Agreement, no amendment or modification of this Agreement or any SOW will be valid or binding upon the parties unless such amendment or modification is originated in writing by WCIS, specifically refers to this Agreement or the SOW being amended, and is accepted in writing by one of your Authorized Contacts.
- e. Time Limitations. The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of this Agreement or any SOW (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.
- f. Severability. If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.
- g. Other Terms. We will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless such terms or conditions are incorporated into a duly executed SOW, or unless we have expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.
- h. No Waiver. The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.
- i. Merger. This Agreement, together with any and all SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is

not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or SOW will act only to provide illustrations or descriptions of Services to be provided and will not modify this Agreement or provide binding contractual language between the parties. We will not be bound by any of our agents' or employees' representations, promises or inducements if they are not explicitly set forth in this Agreement.

- j. Force Majeure. Neither party will be liable to the other party for delays or failures to perform its obligations under this Agreement or any SOW because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.
- k. Non-Solicitation. Each party acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, that party will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of the other party's employees or subcontractors to discontinue or reduce the scope of their business relationship with the other party, or recruit, solicit or otherwise influence any employee or contractor of the other party to discontinue his/her employment or agency relationship with the other party. In the event of a violation of the terms of the restrictive covenants in this Section 13(k), the parties acknowledge and agree that the damages to the other party would be difficult or impracticable to determine, and in such event, the defaulting party will pay the other party as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with the defaulting party (including any signing bonus). In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party's employees by the other party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any then-current SOW immediately For Cause.
- l. Survival. The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.
- m. Governing Law; Venue. This Agreement and any SOW will be governed by, and construed according to, the laws of the state of Oregon. You hereby irrevocably consent to the exclusive jurisdiction and venue of Wasco County, Oregon for any and all claims and causes of action arising from or related to this Agreement.

- n. No Third Party Beneficiaries. The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- o. Usage in Trade. It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.
- p. Business Day. If any time period set forth in this Agreement expires on a day other than a business day in Wasco County, Oregon, such period will be extended to and through the next succeeding business day in Wasco County, Oregon.
- q. Notices; Writing Requirement. Where any notice, amendment, or similar communication is required to be provided to a party under this Agreement, it may be sent by U.S. mail, overnight courier, or email and it will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by email or immediately upon being acknowledged by the recipient (whichever is earlier). Notice sent by email must be sent to the last known email address of the recipient. All electronic documents and communications between the parties will satisfy any "writing" requirement under this Agreement.
- r. Independent Contractor. We are an independent contractor; we are not your employer, employee, partner, or affiliate.
- s. Subcontractors. Generally, we do not utilize subcontractors to perform onsite services; however, should we elect to subcontract a portion of those services, we will guarantee the work as if we performed the subcontracted work ourselves.

Counterparts. The parties intend to sign, accept and deliver this Agreement, SOW or any amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign, accept, and deliver this Agreement, any SOW or any amendment electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party will be entitled to rely upon the apparent integrity and authenticity of the other party's signature for all purposes

### Addendum 1: Service Level Agreement

Three defining characteristics establish how tickets are prioritized in WCIS:

1. **Impact:** The overall number of users impacted and effect on impeding normal course of work. Impact can appear as following, but are not limited to:
  - a. ex. One printer is down, an adjacent printer can be used - *low impact*
  - b. ex. An entire building is unable to access network - *high impact*
2. **Urgency:** The required Time to Resolution (how quickly the incident needs to be resolved).
3. **Work:** Specifically related to the required service functions and job duties to be accomplished by the affected departments / users (**Note:** mandated services take priority)

The following Impact/Urgency definitions are used to determine WCIS effort priority:

#### Impact

- **High:** Affects an entire department, building, or groups of buildings; impacts direct services to customers (i.e., those services directly utilized by the end user of a customer)
- **Medium:** Affects a section of a department, building, or multiple users (but less than an entire department or building)
- **Low:** Affects a single user without impacting direct service to citizens

#### Urgency

- **High:** Work is stopped with no available workarounds
- **Medium:** Work can continue with workarounds or through alternative methods
- **Low:** Work can continue with minor inconveniences

Below are the priorities when combining both impact and urgency definitions:

	<b>IMPACT: HIGH</b>	MEDIUM	LOW
<b>URGENCY: HIGH</b>	Emergency	Urgent	Normal
MEDIUM	Urgent	Normal	Low
LOW	Normal	Low	Low

Based on the above priorities, the following are the service level agreements in terms of business hours, days, and weeks offered by WCIS (**Note:** total time to resolution are guidelines and projected targets; the impacted service may have many factors affecting total time to resolution)

Priority #	Name	Communication Method	Target Time to Response	Target Time to Resolution
1	Emergency*	Phone Call	1 hour	2 hours
2	Urgent	Ticket System	2 hours	24 hours
3	Normal	Ticket System	8 hours	72 hours
4	Low	Ticket System	24 hours	1 - 2 weeks

\*Emergency priorities are provided with 24 / 7 (after hour) service for disaster and emergency dispatch incidents only

## Addendum 2: Three-Year Statement of Work (SOW)

Columbia Gorge Community College is looking for information technology leadership and network operations support through an Information Technology Managed Services model. Wasco County Information Services agrees to provide such technical leadership and network operations support to help Columbia Gorge Community College establish and implement an operationally efficient, predictable, and feasible strategy for managing and maintaining CGCC's information technology infrastructure. This document outlines a three (3)-year statement of work to provide the services described.

### 1. Services

- 1.1. **Transition Services** – deploy staff, technology, and methodologies to achieve a smooth transition of IT leadership at the COLLEGE.
  - 1.1.1. Conduct an effective transition in information technology services leadership and network operations within the first 120 days of this SOW.
  - 1.1.2. . Provide experienced leadership to provide day-to-day coordination and management for the transition to ensure service operations continuity.
  - 1.1.3. Review all vendor hardware, software, and services contracts and make recommendations on potential cost savings and optimized service requirements.
  - 1.1.4. Establish communication and working relationships with identified COLLEGE department heads and key staff in order to provide leadership in organizing the efficient support of the respective COLLEGE functions.
  - 1.1.5. Review the current network design and provide recommendations for improved service, redundancy, and access, as required.
  - 1.1.6. Capture and document appropriate baseline IT service delivery metrics (pretransition) to serve as a point of reference, for future comparison, and to help measure improvements against the baseline over time.
  - 1.1.7. Facilitate the development of an IT Assessment Findings Roadmap within 90-120 days of completing the transition.
- 1.2. **IT Leadership** – to focus on institutional transformation and performance improvement in addition to day-to-day leadership for IT operations. Provide on-site IT leadership to address needs of students, faculty, and staff. Ensure the alignment of technology with CGCC's overall strategic focus for establishing stronger student success outcomes.
  - 1.2.1. Report to the COLLEGE's Vice President of Finance and Administration.
  - 1.2.2. Make available the CIO to participate in strategic IT discussion and oversight.
  - 1.2.3. Participate in COLLEGE cabinet and other executive meetings as requested to provide strategic leadership and tactical direction for COLLEGE's IT office.
  - 1.2.4. Review, monitor, and assist in determining COLLEGE-wide IT priorities through consultation with COLLEGE leadership and stakeholders.
  - 1.2.5. Facilitate the development of a multi-year COLLEGE IT Strategic Plan.
  - 1.2.6. Help Set, Lead, and execute COLLEGE IT Strategic Plan activities.
  - 1.2.7. Establish and align new IT leadership and IT governance teams.
  - 1.2.8. Understand the COLLEGE's total spend on IT and Total Cost of Ownership (TCO).
  - 1.2.9. Establish data governance and develop data standards, data stewardship, and a data dictionary.
  - 1.2.10. Research the potential savings on licensing and cloud services costs by joining consortiums and/or identifying other procurement-related cost savings.
  - 1.2.11. Implement core IT Service Management (ITSM) methodologies (Incident Response, Change Management and Problem Management) approach.
  - 1.2.12. Lead the continuous improvement efforts detailed in each section herein to facilitate COLLEGE performance improvement.
  - 1.2.13. Provide an annual IT maturity model dashboard detailing IT maturity level progress, alignment to IT annual strategic and tactical plans, and expected outcomes to improve maturity level.

- 1.2.14. Provide day-to-day tactical leadership of all areas within IT to anticipate, plan, budget, and manage the organization in collaboration with the COLLEGE cabinet and governance committees.
- 1.2.15. Manage all personnel and contractors providing IT services to the COLLEGE.
- 1.2.16. Deploy IT best practices methodologies to improve service operations and to mature the IT processes provided on behalf of COLLEGE.
- 1.2.17. Provide oversight, direction, guidance, and coordination for all IT projects.
- 1.2.18. Establish a culture of service designed to enable IT to focus on proactive achievement of outcomes and institutional enablement rather than reacting to issues that arise.
- 1.2.19. Develop and, following COLLEGE review and approval, implement an annual COLLEGE IT Operations Plan detailing planned projects, budget, and alignment with the strategic goals of COLLEGE.
- 1.2.20. Ensure alignment of day-to-day IT operations with the enablement/achievement of the institutional goals.
- 1.2.21. Provide monthly reporting, to include system availability, project status updates including percent complete and estimated time to completion, helpdesk support information, and other information deemed appropriate by COLLEGE leadership. This report will be adjusted and modified as agreed upon by the contract administrator and CIO.
- 1.2.22. Provide day-to-day and long-term strategic leadership of all areas within IT to anticipate, plan, budget, and manage the organization in collaboration with the COLLEGE cabinet and governance committees.
- 1.2.23. Mentor IT leadership team members for professional growth and development.
- 1.2.24. Develop an IT governance structure to engage a cross-section of COLLEGE key stakeholders in recurring prioritization of projects and IT activities.
- 1.2.25. For any residual COLLEGE IT expenses and responsibilities, lead the annual budgeting process aligned to the overall strategic initiatives of COLLEGE and supported by input from the COLLEGE IT Governance committees.
- 1.2.26. Identify opportunities for efficiencies and cost improvements (for example, negotiating agreements with vendors to provide services to the COLLEGE in higher quality, more cost effective manner, evaluation of buying consortiums, etc.)
- 1.2.27. Develop and maintain a multi-year technology budget aligned to the COLLEGE Strategic Plan, IT function transformation, and IT function maturity model growth.
- 1.2.28. Support the COLLEGE's efforts to reduce the long-term costs associated with IT operations and management.
- 1.2.29. Provide leadership to support the research, implementation, and support of new software, hardware, and services.
- 1.2.30. Provide the COLLEGE with appropriate ROI analyses so that the COLLEGE can invest its limited IT-related resources in the most effective way.
- 1.2.31. Support the COLLEGE in its decision-making process as it balances limited resources with the need to modernize its IT operations and management.
- 1.2.32. Provide the COLLEGE with an assessment and long-term technology replacement plan.
- 1.3. **Information Technology Staff Development** - Assess staff roles and responsibilities and lead the implementation of the streamlined IT organization, to include the current IT employees of COLLEGE.
  - 1.3.1. Adjust staffing positions and capabilities as needed to meet evolving maturity level and need of the IT function at COLLEGE through a mix of on-site, project-based, and cloud resources.
  - 1.3.2. Continually re-assess the roles, responsibilities, and outcomes to ensure continued maturity level growth as measured by the IT maturity model.
  - 1.3.3. Provide staff mentoring, professional growth plans, and identification of training and peer resources through routine engagement.
  - 1.3.4. Meet with IT staff regularly to set expectations with regard to communication, prioritization, escalation, and meetings.



- 1.3.5. Provide professional development plans for all IT staff to identify potential knowledge and skill development.
- 1.3.6. Support departmental staff and administration with the technical and functional support and maintenance of enterprise solutions.
- 1.4. **Administrative and Application Services** – establish leadership and data governance standards in procurement and operation of COLLEGE’s software systems.
  - 1.4.1. Establish data governance and develop data standards, data stewardship, and a data dictionary.
  - 1.4.2. Establish enterprise architecture and align new technology implementations.
  - 1.4.3. Provide strategy for shifting from a technical first focus to a holistic business / systems analysis process to provide focus on establishing business requirements to inform system design.
  - 1.4.4. Provide day-to-day leadership for COLLEGE’s administrative applications and third-party software
  - 1.4.5. Provide planning and development of day-to-day policies and procedures to promote the COLLEGE’s successful performance of administrative functions.
  - 1.4.6. Lead and coordinate the implementation of the Anthology-related recommendations that have been accepted and prioritized by the COLLEGE governance committees. Provide oversight and leadership, including but not limited to:
    - 1.4.6.1. Lead efforts in developing SOP and change control management within the Anthology system
    - 1.4.6.2. Lead the maintenance strategies regarding testing and upgrading of the Anthology application suite.
    - 1.4.6.3. Support the de-customization of previous ERP platform by providing leadership to assist COLLEGE moving to a baseline implementation of Anthology.
    - 1.4.6.4. Function as the project sponsor on projects to architect, implement or enhance, and test Anthology systems and applications to meet the COLLEGE’s business needs.
    - 1.4.6.5. Create strategy for implementing and maintaining system architectures necessary for supporting the applications utilized by the COLLEGE
    - 1.4.6.6. Strategize and plan continuity of operations of COLLEGE’s application systems
  - 1.4.7. Strategize complex configuration, change management, and testing activities to support a service-oriented architecture and integration between all applications
  - 1.4.8. Provide planning of day-to-day policies and procedures to promote the successful performance of enterprise systems.
  - 1.4.9. Consult with software and hardware vendors and others to solve COLLEGE problems.
  - 1.4.10. Propose and assist with the evaluation of new third-party application software and hardware to determine usefulness and compatibility with existing technology. Vet new acquisitions through approved software acquisition procedures.
  - 1.4.11. IT projects to address the adequacy of existing infrastructure and recommend the purchase of new equipment and software as required.
  - 1.4.12. Manage maintenance contracts for hardware and software and make recommendations to the COLLEGE’s contract administrator and/or other COLLEGE leadership as appropriate.
  - 1.4.13. Implement defined processes and quality assurance methodologies covering test plans, change management, and problem management.
  - 1.4.14. Deploy an administrative and applications governance model designed to align COLLEGE administrative, academic, and staff personnel in support of improving processes, and information.
  - 1.4.15. Develop an annual administrative and applications development plan aligned to the COLLEGE’s IT function and institutional strategic plans.
  - 1.4.16. Develop project plans, charters, and reports to successfully align administrative and application projects with institutional strategic goals.
  - 1.4.17. Develop and engage an administrative systems governance structure to engage a cross-section of COLLEGE key stakeholders in recurring prioritization of projects and IT activities that reviews, identify and prioritize administrative projects.

- 1.4.18. Develop project plans specifying scope, goals and objectives, strategy, schedules, risks, contingencies, and allocation of available resources for administrative and applications projects.
- 1.4.19. Support the COLLEGE in rationalizing its technology footprint (reducing technology proliferation and unneeded customization) as a way to lower costs, simplify processes, and enhance sustainability/resiliency.
- 1.4.20. Regularly nominate cost-effective technology solutions (including business process solutions) that will reduce costs, enhance service, and support the COLLEGE's overall educational objectives.
- 1.5. **Information Security Leadership** – information security leadership focuses on reviewing, managing and leading the development a cybersecurity framework strategy using industry best practices to deliver a robust and secure methodology for protecting COLLEGE's assets. A framework will be established within 1 year of the execution of this SOW
  - 1.5.1. Develop an information cybersecurity framework and adoption plan customized to the unique needs and requirements of the higher education sector.
  - 1.5.2. Lead on-going management of information security compliance efforts.
  - 1.5.3. Deploy an information cybersecurity awareness training curriculum and framework for all COLLEGE faculty and staff.
  - 1.5.4. Conduct a high-level information security assessment (at or near the time of transition) of the current state of COLLEGE's security posture and detail findings and recommendations using a clear prioritized evaluation methodology to the COLLEGE executive leadership.
  - 1.5.5. Based on the security assessment findings and direction from the COLLEGE's executive leadership, identify, detail, and oversee the implementation of an industry-recognized cybersecurity framework aligned to the unique needs of higher education institutions.
  - 1.5.6. Provide overall responsibility for information security best practices, security audits, ongoing mitigations efforts, and user awareness training with the understanding that the cybersecurity officer role will have the necessary commensurate organizational authority to take responsibility for those items listed.
  - 1.5.7. Lead information security practice at COLLEGE by setting and maintaining standards and practices to manage the confidentiality, integrity, and availability of COLLEGE assets and data.
  - 1.5.8. Lead the investigation, analysis, and review of security breaches and prepare the recommendations report for appropriate control improvements.
  - 1.5.9. Lead risk and vulnerability assessments for information systems applications and network infrastructure environments.
  - 1.5.10. Assess and recommend appropriate security best practices in support of day-today infrastructure management.
  - 1.5.11. Identify & lead mitigation efforts of threats to the confidentiality, integrity, availability, accountability, and relevant compliance of the COLLEGE's information systems and ensure the appropriate response to vulnerability information, including the use of forensics.
  - 1.5.12. Provide expertise and guidance on the application and operation of all types of security controls, including legislative and/or regulatory requirements, such as data protection and software copyright law.
  - 1.5.13. Develop and report on an initial information security report card/risk register detailing progress on improving security posture at COLLEGE.
  - 1.5.14. Refresh regularly the COLLEGE information security scorecard detailing activities and outcomes related to the overall security posture of the COLLEGE's systems and data.
  - 1.5.15. Provide strategic leadership to formulate policies, assess security risk, and establish cybersecurity strategic direction. Incorporating requirements for information management procedure following the Gramm Leach Bliley Act.
  - 1.5.16. Provide guidance, evaluation, and advocacy on institutional audit responses.
- 1.6. **Network, infrastructure, and data center service operations management and support** – provide leadership and implement the efficient engineering and utilization, infrastructure, and data centers

- 1.6.1. Facilitate, lead, and execute on the IT Assessment Findings Roadmap activities.
- 1.6.2. As directed by the initial assessments of the system and agreed upon by the CIO and COLLEGE, lead the process for developing recommendations on updating or replacing the COLLEGE's core network infrastructure, including increased use of wireless connectivity as well as redundancy within the system and cloud system utilization to support improved business continuity/disaster recovery.
- 1.6.3. Provide for the day-to-day tactical, strategic, and technical direction to support all infrastructure, servers, and data center operations, including:
  - 1.6.3.1. Manage the efficiency of the operations of the current network infrastructure.
  - 1.6.3.2. Review, develop, and maintain standard documentation for the COLLEGE's network infrastructure.
  - 1.6.3.3. Implement COLLEGE-approved improvement projects for the COLLEGE's network technical infrastructure.
  - 1.6.3.4. Review network and Internet bandwidth utilization trends and provide regular reporting.
  - 1.6.3.5. Lead the implementation of defined processes and quality assurance methodologies covering test plans, change management, and problem management.
  - 1.6.3.6. Create and/or update disaster recovery and business continuity plan for the COLLEGE.
  - 1.6.3.7. Plan and manage data storage and archival operations and solutions.
  - 1.6.3.8. Oversee the management of maintenance contracts for network equipment and make recommendations as appropriate.
  - 1.6.3.9. Consult with vendors and others to solve network related problems.
  - 1.6.3.10. Plan and develop day-to-day policies and procedures to promote the successful performance of computer operations.
  - 1.6.3.11. Evaluate and implement a controlled, monitored, and secure network access as can be commercially reasonably supplied to support access to core COLLEGE applications.
  - 1.6.3.12. Provide advance notification of scheduled network downtime to COLLEGE users.
  - 1.6.3.13. Provide monthly network statistics for capacity planning and outcomes measurement.
  - 1.6.3.14. Analyze network performance and make configurations adjustments as necessary
  - 1.6.3.15. Publish a monthly maintenance schedule for equipment and software, which minimizes systems downtime.
  - 1.6.3.16. Monitor and maintain network protection and implement within approved funding and priorities.
  - 1.6.3.17. Maintain backups of network servers' operating systems and configuration settings.
  - 1.6.3.18. Implement and maintain network access per COLLEGE's policies and subject to funding made available by the COLLEGE for enhancement and remediation of security features and systems. Utilize industry best practice Least Privilege Principal in assign network access.
  - 1.6.3.19. Monitor the COLLEGE's network for viruses and take corrective action.
  - 1.6.3.20. Work with the Help Desk to resolve network-related problems and issues.
  - 1.6.3.21. Create, modify, and manage the network-printing environment.
  - 1.6.3.22. Provide a balanced network security monitoring, management, and reporting approach using existing COLLEGE software and services.
  - 1.6.3.23. Comply with applicable state and federal regulations, including but not limited to those related specifically to higher education.
- 1.6.4. Manage network software license compliance in accordance with COLLEGE guidelines and funding, reporting any non-compliance to the contract administrator immediately.

- 1.6.5. Implement initiatives to support the reduction of operational activities in network, infrastructure, and data center service management.
- 1.6.6. Provide and implement continuous recommendations on consolidating campus servers or moving applications into the cloud to manage costs, improve services, and expand COLLEGE capacity.
- 1.6.7. Make recommendations regarding student technology needs.
- 1.6.8. Identify opportunities to improve student network access and effectiveness through new models of use, improved documentation, and improved deployment of equipment and software.
- 1.6.9. Assess, evaluate, and determine cost-effective telecom/infrastructure practices to help reduce COLLEGE expenses where plausible and support technology aligned to vendor maintenance cycles.
- 1.6.10. Lead the development of the COLLEGE's future state network, data center, and service management activities, including but not limited to:
  - 1.6.10.1. Evaluate proposed information technology projects to assess the adequacy of existing infrastructure and hardware and recommend the purchase of new equipment and software, as required.
  - 1.6.10.2. Develop appropriate budgets and monitoring expenditures for technical operations.
  - 1.6.10.3. Meet with COLLEGE administrators, governance committees, and key stakeholders to determine the impact of proposed changes to hardware and the network.
  - 1.6.10.4. Evaluate new software and hardware to determine usefulness and compatibility with existing technology and the possibility of cloud migration.
  - 1.6.10.5. Recommend projects, tasks, resources, and timelines for network stabilization and implementation of new hardware, software and services as funded by COLLEGE IT budgets.

## 2. Fees & Effective Dates

The scope of services outlined in 1) Services are defined as "in-scope services" for the purpose of both technical strategy and network support. The following fees outline the costs Columbia Gorge Community College agrees to pay for services rendered by Wasco County Information Services:

### 2.1. In-Scope Services:

- 2.1.1. Fiscal year is defined as the 12-month accounting period between July 1 and end of June 30.
- 2.1.2. pre-paid annually in the amount of \$134,642, due 30 days upon invoice generation.
- 2.1.3. First invoice generation will be upon execution of this SOW and subsequently generated on the 1<sup>st</sup> day of the next fiscal year (July 1).
- 2.1.4. If this SOW is executed in the middle of a current fiscal year, the total annual value will be prorated based on the number of days passed from the first day of the current fiscal year to the date this SOW is executed.
- 2.1.5. If this SOW is terminated in the middle of a current fiscal year the following applies based on the scenarios described under the Master Service Agreement 7) TERMINATION:
  - 2.1.5.1. Termination Without Cause:
    - 2.1.5.1.1. WCIS decides to cease providing a service to all of its customers generally, WCIS will reimburse any paid pre-paid fees based on the number of days remaining in the current fiscal year
    - 2.1.5.1.2. Termination For Cause: In the event "Defaulting Party" is the College, no pre-paid fees will be reimbursed and any unpaid fees must be paid to WCIS immediately. In the event "Defaulting Party" is WCIS, the COLLEGE may request pro-rated reimbursement for those days remaining in the current fiscal year between the date of termination and last day of the current fiscal year to be reimbursed to the COLLEGE immediately.
    - 2.1.5.1.3. Client Activity As A Basis for Termination: no pre-paid fees bill be reimbursed

2.1.5.1.4. If the natural expiration of this SOW falls in the middle of a fiscal year, the annual invoice will be prorated to reflect those days services are provided from the beginning of the fiscal year to the natural expiration date of the same fiscal year.

2.1.6. In-scope service fees will be increased annually at 4.5%

2.2. **Out-of-scope services** are defined as those services not included in 1) Services of this SOW. If a project is requested by the COLLEGE that is out-of-scope of this SOW, an additional SOW will be created to define the scope of the required services.

2.3. **Term:** The effective dates of this SOW is 3-years from the date this SOW is fully executed between the COLLEGE and Wasco County Board of Commission; this SOW may be renewed for one additional 3-year term through mutual agreement between the COLLEGE and Wasco County Board of Commission.

**3. Amendment**

The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with any regulating bodies of the COLLEGE or WCIS and any other applicable law.

4. All work performed by WCIS under this SOW is subject to the Master Services Agreement and Service Level Agreement

**APPROVED this 20<sup>th</sup> day of March, 2024.**

WASCO COUNTY BOARD OF COMMISSIONERS

COLUMBIA GORGE COMMUNITY COLLEGE

\_\_\_\_\_  
Steven D. Kramer, Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Philip L. Brady, County Commissioner

\_\_\_\_\_  
Date

APPROVED AS TO FORM

\_\_\_\_\_  
Kristen Campbell, County Counsel



## MOTION

**SUBJECT:** CGCC/Wasco County Information Services Master Agreement

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I move to approve the Information Services Master Agreement between Wasco County and Columbia Gorge Community College.