



April 17, 2024 BOCC Regular Session

Wasco County

511 Washington Street, The Dalles, OR 97058

Apr 17, 2024 9:00 AM - 3:00 PM PDT

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AGENDA: REGULAR SESSION

WEDNESDAY, APRIL 17, 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 and interpreter, please contact the Commission Office at least 7 days in advance.

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

9:00 a.m.	CALL TO ORDER/PLEDGE OF ALLEGIANCE Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. Corrections or Additions to the Agenda Discussion Items: Summit Ridge Letter; CAMI Grant; BOPTA Report; Appointments; Finance Report; Board Meeting Venue (Routine Items or Items of general Commission discussion/action, not otherwise listed on the Agenda) Consent Agenda: 4.3.2024 Regular Session Minutes (Items of a routine nature: minutes, documents, items previously discussed.) Public Comment at the discretion of the Chair (3 minute limit unless extended by Chair)
Times are Approximate	
9:30 a.m.	Recess to Library Service District Meeting
9:40 a.m.	Community Wildfire Protection Plan – Alice Cannon
9:55 a.m.	WCLEA Agreement – Lane Magill/Scott Williams
10:05 a.m.	Dufur Ambulance Waiver – Sheridan McClellan/Sarah Smith
10:15 a.m.	Emergency Services/Sheriff’s Office Grants – Sheridan McClellan
10:30 a.m.	Agricultural Labor Housing – Lesley Tamura
11:00 a.m.	Tax & Assessment CAFFA Grant Wholly Uncollectible Taxes } Jill Amery
11:15 a.m.	Earth 280 EZ Application – Dan Spatz/Jill Amery
11:45 a.m.	Information Services Security Assessment Contract Google work Space Renewal } Andrew Burke
BREAK	
2:00 p.m.	Public Works H Street Road Vacation Hood River Road Vacation Work Session } Arthur Smith
2:30 p.m.	Executive Session – Pursuant to ORS 192.660(2)(h) Conferring with Legal Counsel
	COMMISSION CALL
	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 reco are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) - Conferring with Legal Counsel regarding litigation, ORS 192. 5 – 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) – Labc itions



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
APRIL 17, 2024

This meeting was held in person and on Zoom

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

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

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

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

Discussion Item – Summit Ridge Letter

Planning Director Kelly Howsley-Glover reviewed the memo included in the Board Packet. She explained that the Summit Wind Ridge Project has closed and will resubmit an application as Summit Wind Alternative Energy Facility. The Planning Department reached out to all relevant departments for input and is recommending one change to accommodate sensitive ecosystems.

Commissioner Brady said that there was good attendance at the pre-application meeting that he attended. He explained this is going through the Energy Facility Site Evaluation Council (EFSEC) and we will work with them through our Planning Department. He asked what areas this would impinge on. Ms. Howsley-Glover replied that we have an overlay zone which includes John Day, the Deschutes River, and other natural sites; this is at one of the natural sites. There is a list maintained by the state. This was designated in the 70s or early 80s.

Commissioner Brady asked how big of a load would this be for the planning staff. Ms. Howsley-Glover responded that in the past, it has usually been the Director or Senior Planner working on this; it should not impact our current projects.

Commissioner Brady pointed out that Ann Beier who is on the EFSEC Board encouraged people to take advantage of Sherman and Gilliam counties' experience with renewable energy projects.

*****The Board was in consensus to send the proposed letter to the Oregon Department of Energy regarding the Summit Ridge Renewable Energy Facility.*****

Discussion Item – CAMI Grant

Ms. Clark went over the CAMI Grant and explained this is a regular item.

{{{Commissioner Brady moved to approve Intergovernmental Grant Agreement CAMI-MDT-2023-Wasco County-DAVAP-00033. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Discussion Item – BOPTA Report

Chief Deputy Clerk Chrissy Zaugg reviewed the report included in the Board Packet regarding the Board of Property Tax Appeals (BoPTA). She added that the tax statements start in November and conclude in April.

Vice-Chair Hege said our staff did an amazing job and over the years he's watched it improve. He said the Board is very responsible, adding that out thousands of accounts, only 5 were appealed. He said our staff does a great job!

Commissioner Brady asked how the stipulation process works. Ms. Zaugg replied that citizens are encouraged to work with the Assessor's office; if they come to an agreement, it is stipulated and the appeal is withdrawn.

Discussion Item – Appointments

FAIR BOARD

Chair Kramer reported that at their April 3, 2024 meeting, the Fair Board reviewed applications for 3 vacant positions on the Fair Board and are recommending Vicki Ashley, Hailee Meredith, and Teddy Franke for appointment. Chair Kramer pointed out that Teddy Franke is a farrier, Vicki Ashley has served in the past, and Hailee Meredith is a Veterinarian. Commissioner Brady added that he's impressed with their years of service.

{{{Vice-Chair Hege moved to approve order 24-011, 24-012, and 24-013 appointing Vicki Ashley, Hailee Meredith, and Teddy Franke to the Wasco County Fair Board. Commissioner Brady seconded the motion which passed unanimously.}}}

QLIFE

Ms. Clark explained that Roger Kline's appointment fills a vacancy on the QLife

Board. Mr. Stone added that Mr. Kline will be a good addition to the QLife Board. Vice-Chair Hege said he is very happy to have him back. He pointed out that Mr. Kline served only a brief period of time and that it will be very helpful to have that collaboration again.

Commissioner Brady asked who he is replacing and Vice-Chair Hege answered that Dale Leper from the hospital is retiring. Vice-Chair Hege asked about the status of appointments and how they work. Mr. Stone answered that the county has two appointments, the city has two appointments and there's one at large.

{{Vice-Chair Hege moved to approve order 24-011, 24-012, and 24-013 appointing Vicki Ashley, Hailee Meredith, and Teddy Franke to the Wasco County Fair Board. Commissioner Brady seconded the motion which passed unanimously.}}

Discussion List – Finance Report

Finance Director Mike Middleton reviewed the report included in the Board Packet.

Vice-Chair Hege asked if we've made any payments to Hood River County for Building Codes. Mr. Stone answered that he thought they just started billing us last month. Mr. Middleton explained the Local Government Investment Pool (LGIP) was returning 0.5% and is now over 5% which accounts for the additional funds. He explained that the Fair Board needs a budget change, as they have upcoming expenses such as capital expenses and advertising for the upcoming fair. He said that this should be a straight forward budget change that will come the board for an upcoming meeting.

Commissioner Brady asked what the Special Economic Fund is. Mr. Middleton answered it is for appropriate economic development projects. Mr. Stone pointed out that we pay MCEDD out of that fund. Mr. Middleton added that we helped the Columbia Gorge Community College with a project out of that fund.

Commissioner Brady asked if the large increase in Building Codes will stay in the Building Codes Fund. Mr. Middleton explained that they are dedicated funds; if not spent, they stay in place. He further explained there are two funds: one electrical and one general. He said it is not always linear; big projects come in and increase the fund balance. He added that our partnership with Hood River County will not use up the funds; it actually saves us money as we are sharing the costs of a building official.

Commissioner Brady asked if any of these funds reflect the economic climate

locally. Mr. Middleton replied some more directly than others, such as the rate at which property taxes come in, interest rates, and how much we have in those investments. He added that we are spending throughout the county for projects we can support.

Discussion List – New Meeting Venue

Chair Kramer explained that starting with the May 1, 2024 session, the Wasco County Board of Commissioners will be meeting in a large meeting room located on the 1st floor of the recently purchased 3rd Street office building located at 401 E. 3rd Street. The entrance to the new meeting room is located on Federal Street just past the Davidson Insurance office entrance. Commissioner Brady expressed appreciation to staff for all the work that has gone into this.

Consent Agenda – 4.3.2024 Regular Session Minutes

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

Agenda Item – Community Wildfire Protection Plan Updates

Long-range/Special Project Planner Alice Cannon reviewed the presentation included in the Board Packet. Ms. Cannon came the board about 18 months ago with updates. She said that the Wasco County Forest Collaborative met and determined that it would be helpful to update our projects list to qualify for available funding. Staff recommends that the Board approve the amended plan. Chair Kramer said this is great for our community relationships. Vice-Chair Hege said this is an amazing piece of work; citizens should be reading this. Ms. Cannon said that we've identified projects we will pursue as a group – short, medium, and long-term.

Ms. Howsley-Glover said we submitted a sizeable grant to the U.S. Forest Service to fund a Wildfire Coordinator position modeled after Deschutes County. She said this will be education and mitigation work. She said we focus on preparedness and mitigation and participate in wildfire education month. She added if we do not get the grant this year, we will keep trying.

Vice-Chair Hege asked if we have heard back on that grant. Ms. Howsley-Glover said that they hoped to hear back in March, but have been told it will likely be May or June. Vice-Chair Hege said it's interesting to look at the landscape and wildfire hazards, etc. on the maps. He pointed out that it's important for citizens to understand their wildfire risk. He asked about how this gets to parcel level and if any of the data is available on a GIS map. Ms. Howsley-Glover replied that the maps in the plan are not at the parcel level; that happens in the state wildfire

risk map.

Vice-Chair Hege pointed out that the maps are not that different from the state maps and added that it's really important for citizens to understand the risks. He said that on page 15 of the report the Wasco County structured density patterns map tells us so much about our county; there is a lot of vacant area. He asked if the maps are available online or just in the plan. Ms. Cannon replied that we have a copy online and we can make individual copies of maps available upon request. Ms. Howsley-Glover pointed out that these maps are informative, not regulatory; adding that our GIS map contains almost entirely regulatory information. Ms. Cannon said that one of the significant changes in the plan is the United States Forest Service (USFS) funding that allows for more mitigation. She stated that on page 210 of the packet there is a map that identifies the new areas. She said the Forest Service is moving forward with projects that will thin fire fuels on public property to protect private property.

Vice-Chair Hege said to follow the links in the plan to get more information. Chair Kramer said he's been working with Daniel Dougherty on the Wildfire Hazard Map Rulemaking Committee. You can find more information on the Oregon Department of Forestry website.

Commissioner Brady commended County Clerk Lisa Gambee for the meeting she convened last night in Wamic letting people know how they can use this information. Ms. Gambee said that insurance will not cover the Wamic area for wildfire risk or the rates will be prohibitively high. Ms. Gambee said the Department of Business Services came out and did a great job of explaining that the insurance companies use maps based on their industry claims data. She said they gave suggestions on what you can do to mitigate risk and added there is an Oregon FAIR Plan, which is available as a policy of last resort, that we might be able to access. She pointed out there is an event being planned by Wamic Fire Chief Larry McGill in conjunction with the Forest Collaborative on May 11, 2024, from 2:00 to 5:00 p.m. at the grange in Wamic. Ms. Gambee explained that at the event citizens will be educated on what to do to help prevent the spread of wildfire; they will also talk about how to become a firewise community, which can help with insurance. She pointed out this is a complex issue; you can go to the Department of Business Services website or contact her for more information.

Ms. Howsley-Glover added that the plan is available on the Planning Department's web page. Ms. Gambee said it would be great to work with Wasco County Public Information Officer Stephanie Krell to get the word out on the Plan. Commissioner Brady pointed out Antelope is also pursuing measures to become a firewise community.

{{{Vice-Chair Hege moved to approve Resolution 24-003 adopting amendments to the Wasco County Community Wildfire Protection Plan. Commissioner Brady seconded the motion which passed unanimously.}}}

Agenda Item – WCLEA Agreement

Sheriff Lane Magill explained that they participated in negotiations for this agreement which increases wages and benefits. He pointed out that the Wasco County Law Enforcement Association has ratified the agreement and the Sheriff Office budget is well-positioned to make these offers. He said that this was the shortest process he's ever participated in. Deputy Trenton Mason, who participated in negotiations on behalf of WCLEA, added that this is a decent contract completed in a short period of time.

{{{Vice-Chair Hege moved to the Collective Bargaining Agreement between Wasco County, Oregon and the Wasco County Law Enforcement Association effective through June 30, 2027. Commissioner Brady seconded the motion which passed unanimously.}}}

Agenda Item – Dufur Ambulance Waiver

Emergency Manager and Ambulance Service Area Coordinator Sheridan McClellan introduced Dufur EMS Chief Sarah Smith. Ms. Smith explained that she is requesting a renewal of last year's waiver. She explained that this allows them to run the ambulance with someone at a higher level of response with only a driver rather than someone higher than an EMT. Vice-Chair Hege asked if the board will see this request annually. He also inquired if it worked well in the past. Ms. Smith replied that the term of the waiver is one year and must be renewed annually. She stated that it worked very well and, in many cases, kept them from having to get an outside agency to respond. Commissioner Brady asked if they are finding success in keeping volunteers and getting new ones. EMS Chief answered they are; they have added two new volunteers and are sending another for training.

*****The Board was in consensus to provide a letter of support for Dufur Ambulance's reduced staffing waiver request.*****

Agenda Item – Emergency Services/Sheriff's Office Grants

Emergency Manager Sheridan McClellan reviewed the memos included in the Board Packet regarding grant applications he is hoping to submit. Mr. McClellan explained that the vehicles are old and that they'd like to get a hybrid to save on fuel. He added that this will be for wildfire response, etc.,

Commissioner Brady asked if Mr. McClellan had found a hybrid with the capacity needed for wildfire response. Mr. McClellan replied that Ford and Toyota make them; there are some all gas vehicles with fair miles per gallon.

Mr. McClellan explained that he would like to apply for the larger version of the shelter containers to move to the fairgrounds, as it would provide 350 people with supplies. He said the state can also stage supplies at the fairgrounds.

Deputy Mason said that the Sheriff's Office would like to acquire 20 new automated external defibrillators (AEDs). He added that rural ambulances are volunteer and the patrol officers can start the resuscitation process sooner. Vice-Chair Hege asked if we have had the equipment previously. Deputy Mason responded affirmatively saying that the equipment wears out and needs to be replaced. He added that he is a certified trainer. Vice-Chair Hege asked if other counties have this equipment. Deputy Mason replied yes. Commissioner Brady commented that it would be a disaster to get to the destination and have the equipment fail.

*****The Board was in consensus for the Emergency Manager to proceed with the Resilience grant applications as proposed.*****

Chair Kramer recessed the meeting at 10:15 a.m.

The session resumed at 10:20 a.m.

Agenda Item – Agricultural Labor Housing

Columbia Gorge Fruit Growers Association Board Chair Lesley Tamura reviewed the presentation included in the Board Packet. Ms. Tamura reported that costs for labor have made it difficult for us to continue. She said growers are cost takers rather than cost makers and cannot hold fruit to wait for a better price. She said they pay ahead to grow the fruit and only a fraction of the cost of the fruit at the store comes to the grower. Vice-Chair Hege asked if pears have a longer shelf life. Ms. Tamura explained that it takes 30 to 60 days of storage to ripen pears; then they need to get to the stores between March and June. Vice-Chair Hege asked about what happens to the majority of the price. Ms. Tamura replied that the growers are the last to be paid adding; the stores are first to get paid, then the packing house, and lastly the grower. Ms. Tamura went on to say that the orchardists do not have much ability to automate; they need people to harvest. She said growers provide seasonal or year-round housing for their workers. She reported that cherry growers provide housing for 3 months out of the year, but pear growers provide both seasonal and year-round housing. She added that the housing is a benefit to both the employers and employees; the

employers have a reliable work force and workers get free reliable housing which often includes their spouse and children. She adds that the family members may also work in other businesses.

Ms. Tamura reported that rulemaking changes began in 2018; the Fruit Growers association has been participating in the ongoing conversations. She said they have hosted housing tours to highlight the safety of the housing and illustrate why some of the rules are not feasible.

Ms. Tamura said growers agree they need to provide safe and healthy housing that includes things like smoke and carbon monoxide detectors, air conditioning, etc.; however, many of the rule changes go beyond safety and involve adding comfort and convenience features. She said the largest impediments are cost and lack of space. Growers agree with stricter safety standards in housing and will support enforcement of safety rules and regulations, as they want safe housing for their work force. Ms. Tamura pointed out that those who are not following the current rules will not follow the new rules either; many of these rules will only harm the housing providers who are already following existing rules.

Ms. Tamura explained that the new rules are asking for increased square footage, an increase in the number of toilets and showers, and separate laundry facilities for work and personal clothes, etc. She said that if these new rules are passed and enforced, growers will no longer be able to provide housing. If labor housing is no longer provided, the workers will still come to work but will have to live in their cars, tents, or have many family members residing in one motel room. Ms. Tamura stated that the rule changes should consider all parties involved and not put farmers out of business and people out of work.

Ms. Tamura asked the BOCC for a letter providing public support and comments on this issue.

Commissioner Brady said he grew up working in the orchards, so he recognizes the challenges of growers. He said he participated in the orchard tour and the facilities here reminded him of his college dorm. He pointed out that air conditioning is a safety issue, as there is a correlation between anger and heat, heat and the ability to sleep, etc. He said he understands the science behind it and supports enforcement of the regulations we already have before more regulations are added.

Vice-Chair Hege said that the growers make a persuasive argument. He stated that he was not aware that our two counties have two-thirds of the labor housing.

Ms. Tamura replied that the statistics represent the registered housing; there's also unregistered housing and that's where the problem is. Vice-Chair Hege said that it's hard to understand why OSHA is not willing to move on this, as the result of many of the new rules will not be helpful. He added that this has been going on for years.

Ms. Tamura said that in 2008, they had a 10-year timeline for compliance with new rules. . She pointed out that there is a push to move to community-based housing, but that does not meet the all the needs. There is not enough housing in general, plus there's a need for seasonal housing. She said communities don't want to have empty housing for 9 months out of the year.

Vice-Chair Hege said he would like to help in any way that he can. He asked if it was possible for the BOCC to write a joint letter with the other counties. Ms. Tamura replied that Hood River County is generally supportive, but a lot of people in Hood River County push back on commercial growing. Vice-Chair Hege said this is an important industry and he wants to support this. He added that he thinks that the growers want to provide good housing and if the new rules and regulations are pushed through, it would be a losing scenario.

Chair Kramer asked if we can share this information around the state. Ms. Tamura replied that it is already public information. Chair Kramer stated that he thinks the Association of Oregon Counties (AOC) could take this up and raise the level of awareness. He said we will try to rally support for this.

Dave Meyer, a small grower in The Dalles, urged action. He said if the rules OSHA is pushing are passed, the housing capacity on his farm will drop by 75%. He said he would be done.

Chair Kramer asked if this is about agency rule-making or legislative action. Ms. Tamura replied that this is agency rule-making. Vice-Chair Hege asked Mr. Meyer if what he meant when he said he would be done was referring to housing. Mr. Meyer replied that he meant he would have to close his farm. He added that he could try to do it illegally, but they need the workers they house. Mr. Meyer said they house at about a 75% efficiency rate and even a 50% drop would be disastrous for business. Vice-Chair Hege asked what would happen if they no longer provided housing. Mr. Meyers replied that they would still get some workers, but not enough to harvest. Ms. Tamura added that providing housing ensures they have a workforce. Vice-Chair Hege commented that if they have good housing, they get better workers. Ms. Tamura replied yes, it is a symbiotic relationship; the growers can count on workers and the workers can count on housing.

Vice-Chair Hege asked what they wanted the BOCC to do today. Ms. Tamura replied that the Board can write the letter now or wait for the public comment period. Chair Kramer said that he is going to reach out to Regional Solutions and ask for an audience with the Governor. Commissioner Brady he'll attend the April 24, 2024 meeting. Chair Kramer said we need a letter, as we are 98% agriculture in this county and need to support this.

Bill Anderson, a grower in The Dalles, said that some people don't have the ability to expand housing facilities on their own land without losing growing space. Commissioner Brady pointed out that if we lose the ability for small farmers to have housing, then the farming industry here would become corporate.

Ken Polehn, a grower in The Dalles, said that the majority of his farm is in the scenic area which means there is a slim chance for him to be able to expand his housing which would pretty much put us out of business. He pointed out that they are a small corporate farm and can take care of the air conditioning and other safety issues to be safety compliant. He added that he appreciates the Board's support. Vice-Chair Hege asked that they keep the Board informed so they can provide support.

Agenda Item – Tax & Assessment

CAFFA GRANT

Wasco County Assessor and Tax Collector Jill Amery reviewed the County Assessment Function Funding Assistance (CAFFA) Grant application included in the Board Packet. Ms. Amery said that this application shows what it takes to operate the program; there hasn't been much change over the last few years. She said that they shifted their business personal property to the appraisal program to get it cleaned up and caught up; it will go back to an administrative program. She explained that this is reflected in one of the FTE changes. She said that this grant was intended to cover about 30% of the work, but now only covers about 10%. Ms. Amery added that Wasco County is fortunate to have the support needed to maintain our program; there are counties that are not in that secure position. Mr. Stone said he would be participating in the discussions to bring funding levels back up.

Commissioner Brady said he noticed that Ms. Amery was listed on the duties table as 0.22 FTE and asked if this was accurate. Ms. Amery answered that it reflects only a portion of her time for a particular task; they have a spreadsheet that they maintain to track time for all duties associated with this program.

Mr. Stone pointed out that this is the second or third attempt for a legislative fix. Ms. Amery explained that the Assessor's Association has hired a lobbyist.

{{Vice-Chair Hege moved to approve the Form 8 Resolution required for submission of the 2024-2025 CAFFA Grant Application. Commissioner Brady seconded the motion which passed unanimously.}}

WHOLLY UNCOLLECTIBLE TAXES

Ms. Amery reviewed the memo included in the Board Packet. She explained that last year they started working on collecting for manufactured homes. She said manufactured homes have a unique process; the County takes possession of them or sells. She said they began working on this last year and are caught up on most of them and placed some on payment plans. She added that they've attempted to collect on one remaining account that is left over from last year. She explained that these manufactured homes are not habitable and we cannot sell them. For account 71815, the owner had passed away and it was being used for storage. The appraiser came to the site and it doesn't appear moveable. She said we need to get this off the books. She explained that the other account (71986), is a double-wide to which the owner gave us access. It was never put together or lived in, had been exposed to weather and became uninhabitable. She added that there's no value for this manufactured home.

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

Agenda Item – Earth 280 Enterprise Zone Application

City of The Dalles Economic Development Officer Dan Spatz reviewed the material included in the Board Packet. He said Earth280 has purchased property for carbon sequestration facility. He explained that it is a \$20 million investment; the company had already broken ground without abatement which disqualified them from applying. He added that they want to add a 5,000 ton capacity facility. Compared to natural-based sequestration used by agriculture, the mechanical process used by Earth280 provides an accurate measurement of the CO2 sequestered. He further explained that mechanical has a more measured approach, as they draw it out through filtration, measure, liquefy, store, and transport it to injection wells in the Midwest where it stays liquid in the oil well. He said that this company wants to inject it under the salt flows adding that this is a long-term goal; they want four modules. He said Earth280 want to save money with the start-up costs and with transportation to the

Midwest. They also want to increase to a million ton capacity, and have requested approximately 250 acres of additional property; the Port does not have that acreage. He pointed out that the Oregon State Treasury is interested in the project and would like this to become a test center. He added that the company is making no long term commitments; the Enterprise Zone staff would like to give them a vote of confidence. He said Earth280 qualifies for a three year abatement and have a stake in our region in this technology.

Ms. Amery said that it is not our job to pick winners or losers adding that the company has requested a five-year abatement. Mr. Spatz added that Enterprise Zone staff presented to the Port last week and will also bring this to the City Council. Chair Kramer asked what the Port's reluctance is. Mr. Spatz replied that the Port wants more information; some are concerned about the additional land. Ms. Amery added that this is Earth280's first experience as an applicant.

Commissioner Brady said he attended the Port meeting where land use was a concern. He stated that carbon as a project is intangible. Commissioner Brady noted that we just heard that the rural fire insurance rates are pricing folks out of their home. He said carbon in the environment creates a future cost; what we see now is the result of what happened 20-30 years ago. He stated that a ton of carbon increases temperatures, which increases costs, but we tend to discount future cost. He said we can address that with carbon credits or a carbon tax. Businesses that go into this are in it for the long haul and face many challenges. He pointed out that this is not a huge ask and would be a great place to lead the way to clean air.

Vice-Chair Hege said they are applying for an EZ and will get the 3 year abatement. He pointed out that the question is do we allow the five-year abatement. Ms. Amery explained that in year 4 they pay 50% taxes and in year 5 they pay 75% taxes. Vice-Chair Hege said he thinks this is challenging and exciting, but the challenge for the Port is limited available land. He pointed out that they have to consider best use for their inventory of land. He said that he supports the request. He about the circumstance of not being able to apply once the project has begun. Ms. Amery replied that statute does not allow for EZ awards once dirt has been moved. Mr. Spatz added that this application is for a next phase of their overall process.

Mr. Stone asked if they do dry up and leave a vacant building, can we condition the agreement to require that they remove it. Ms. Amery replied that we've talked about it for longer term projects. She stated that we might ask for an escrow account but we have never done that on a 3-5 year project. Vice-Chair Hege said that if something bad happens, the value stays there; they still have

to pay taxes unless they file bankruptcy. Ms. Amery said that the technology will continue to have value as it needs to be near a data center; if they fail, another more stable owner could come in. Vice-Chair Hege asked how many acres it is now. Mr. Spatz replied that it's at 2.7 acres, but they want more.

*****The Board was in consensus to grant a 5-year Enterprise Zone Tax Abatement to Earth 280.*****

Agenda Item – Information Systems

SECURITY RISK ASSESSMENT

Mr. Burke reviewed the memo included in the Board Packet. Mr. Burke said they began the risk assessment process in 2021 with a full assessment which came back with findings that they've been working through. He explained that they want to ensure they've closed those gaps and look for any other gaps that may exist. Mr. Burke said he recommends a collaborative purchase agreement between the County and Mid-Columbia Center for Living; assessments will be independent from each other to secure the information of each agency. Vice-Chair Hege pointed out that we just added Columbia Gorge Community College (CGCC) and asked if there's a need for them to have this risk assessment as well. Mr. Burke said they've developed the model at CGCC for independent operation. He explained that that CGCC has already had an assessment which resulted in a road map they will work through for any findings. He said that they will include CGCC at the next assessment.

{{{Commissioner Brady moved to approve the 3-year renewal of Wasco County's Google Workspace contract. Vice-Chair Hege seconded the motion which passed unanimously.}}}

GOOGLE WORKSPACE RENEWAL

Information Services Director Andrew Burke reviewed the memo included in the Board Packet. Mr. Burke explained that this is a continuation of what we've already been using adding that prices have gone up appropriately. He said they are looking at adding 10 licenses for Gemini (AI). Commissioner Brady asked who will use Gemini. Mr. Burke replied that the IT Department will use five licenses; other departments that are interested in testing it will use another five. Vice-Chair Hege asked what the cost is per person per year. Mr. Burke replied that it's \$200 per person per year.

{{{Vice-Chair Hege moved to approve the Statement of Service agreement between Wasco County and Critical Insight to conduct a Security Risk

Assessment for Information Services. Commissioner Brady seconded the motion which passed unanimously.}}

Commission Call

Chair Kramer reported that he is working with the Sheriff's Office, Mr. Stone, and Mid-Columbia Center for Living Executive Director Al Barton on the Columbia Gorge Resolution Center. He added that he's continuing his work at the Association of Oregon Counties. He pointed out that rule-making for the Wildfire Hazard Map wraps up tomorrow, and the strategic planning for MCEDD is starting.

Vice-Chair Hege reported he attended the Urban Renewal Budget meeting and they approved the budget. Urban Renewal bought and sold the blue building. He said there was a 1st street project to put an underpass under the railroad to get to the park that Urban Renewal supported with \$300,000, but they have now pulled the project. The project has escalated in cost for infrastructure. He said he isn't clear what Urban Renewal will do with this yet, but the money has been set aside.

Vice-Chair Hege added that there is a NORCOR budget committee meeting tomorrow where they will review the revised budget.

Commissioner Brady reported that he attended the health fair meeting for housing directors and emergency shelters. He said he was there on the behalf of Mid-Columbia Community Action Council. He said that our community has done very well due to the courage of our local leaders.

Commissioner Brady added that he attended a Library District Board meeting. He reported that the District will bring their IGA to the next meeting. He said they have negotiated as far as they can but are still not satisfied and will provide comment.

Commissioner Brady reported that Shaniko had a leak in a valve under a paved road which has been addressed. He attended a Board of Health meeting and has been pushing them forward to get a work session set with the Board of County Commissioners before the end of the calendar year.

Chair Kramer read a thank you note from the Babe Ruth League expressing their gratitude for the work the County has done to get the ball fields back in shape.

Chair Kramer recessed the meeting at 11:45 a.m.

The Regular Session resumed at 2:00 p.m.

Agenda Item – Public Works

H STREET ROAD VACATION

Public Works Director Arthur Smith reviewed the report included in the Board Packet. Mr. Smith reviewed report of the 925 feet of H-Street between Cherry Heights and the Kingsley area. He reported that Fruitland Park was created in 1910 and only exists on paper. He said that since the dedication of that H Street, a house was built right over the center of the right-of-way. He explained that the petitioners own all of that property, have clear access, and have petitioned to vacate that portion of the right-of-way. He added that the County has no plan to develop that right-of-way and it doesn't provide utility or public lands access, so there's no impact to the county. He added that we don't need a public hearing and recommended granting the vacation of the right-of-way. Commissioner Brady added that he'd been up there several times and it is pretty isolated.

{{{Commissioner Brady moved to approve Order 24-009 vacating a portion of H Street within Fruitland Park Addition, The Dalles, Oregon, Section 5, Township 1 North, Range 13 East, Willamette Meridian. Vice-Chair Hege seconded the motion which passed unanimously.}}}

HOOD RIVER ROAD VACATION WORK SESSION

Mr. Smith reviewed the materials included in the Board Packet reporting that he submitted his report per statute and we are now at a decision point. He explained that if the petition is not withdrawn, we will go through the petition process. He said it seems unlikely that the vacation would be granted after seeing Hood River County's comments. He said he thought we might be able to find another path since the result of a hearing is inevitable.

Chair Kramer asked if Mr. Smith has had conversations with our petitioners. Dustin Posner, who lives on Hood River Road in Mosier, said he's one of the 4 signing petitioners. He said that at the first meeting we wanted to hear from Hood River County and that process has concluded. He added that we were looking for direction on what to do. He said he really didn't know who put the gates in and how that worked. He explained that he thought it was not a good solution with the bicycle hazard and lack of fire access. He said now that he knows the petition will be denied, he is looking for direction on whether we can keep motorized vehicles out. He said he doesn't know who owns the third gate

and asked if it's Hood River County or Wasco County. He also asked if we should keep the locked gates and fences or do we make a modification. He added that he doesn't think that anyone is interested in having the gates completely locked. He pointed out that cattle roam up from the Hood River side and could get through without a gate.

Drew Devereaux from Hood River said that he has been exploring lands and has met other folks who hike, ride bicycles, and walk dogs. He said when first exploring, he saw the "no trespassing" sign, but knew it was a public road. He added that the gate is 6 feet tall and there is barbed-wire, which keeps people from going through it. He said he would like for non-motorized vehicles to be allowed through an unlocked gate. He also asked for the "no trespassing" signs to be removed since it is a public road. He added that the road offers another high quality outdoor experience.

Commissioner Brady asked if Mr. Smith if he would provide some options and thoughts. Mr. Smith replied that in 1993 or 1994, they had issues at this location with vandalism and trash dumping. He said at the time, there was no formal agreement, but a gentlemen's agreement which allowed for the gates. He added that he thinks the existing track is adequate for bicycles and foot traffic.

County Surveyor Bradley Cross said that he believes the postings were made by SDS Lumber. He said we could post it to be off-limits to motorized vehicles and work with Hood River County to allow for the gates to be opened and closed adding that the barbed wire fence would have to be removed. Mr. Posner said that there are rock piles that hold that particular gate. Mr. Devereaux added that across from the Hood River county line, there is a ranch that is open for hiking and biking. He explained that their gate system is a one-way gate that cows cannot get out from, adding that it is wide enough for a bicycle to get through, but not a motorcycle.

Commissioner Brady said that from a County perspective, he sees the need to maintain a County right-of-way for emergency access. Chair Kramer said that we're talking about 1000 feet on the Wasco County side. He said he doesn't want to see motorized vehicles there, but electric bikes are motorized and should be included under that definition. He added that he doesn't see why we can't come up with some kind of gate solution that allows for emergency vehicles. He pointed out that Hood River has a lot more length and they want it open, but did not offer any solution for this. He said he does not want to lock people out of public lands. We should be able to come up with a compromise, adding that our partners will need to do their part.

Mr. Smith said he can work with his Hood River counterpart. He pointed out that the statute allows for the solution being proposed; we will just have to work out a gate system to allow for emergency vehicles. He said he thinks that will be a good system. He said that he would ask that we have a resolution to codify the decision. Mr. Posner agreed that he'd like that order or resolution to document the decision and then signage can go up. He added that the county line gate will take more work. He said that he thinks we can figure out a small gate next to the existing gate for the bicycles and foot traffic so that someone in the middle of the night does not get a vehicle through.

Commissioner Brady said he'd like it to be closed to motorized traffic and have the gate be substantial to indicate intention. He sympathizes with the trespassing issue; it happens throughout the county. He added, in terms of safety, if the trespassers are getting hurt during recreational activities, it is their own responsibility.

Vice-Chair Hege said he does not support vacating the right-of-way and agrees with Hood River County's reasoning. Hood River County suggested that both counties' staff could be directed to determine how to address the issue; that is a good direction that allows for flexibility. He added that the "no trespassing" sign is not appropriate for a public road.

Mr. Posner said that up until this issue was raised, we did not know the problems adding that the signs were there when we purchased the land and we thought that the issues had been resolved. Commissioner Brady thanked the petitioners for coming forward to resolve this. Chair Kramer asked how many access points there are. Mr. Devereaux replied that there are two access points, and there are more casual access points. Chair Kramer said that we will have Mr. Smith and Mr. Cross work with Hood River County for a solution. Mr. Smith that there is an ORS that will support the solutions that they've come up with.

Vice-Chair Hege asked Ms. Clark to draft a resolution letter based on the Hood River letter. Mr. Smith said he can post a sign that says "closed to motorized vehicles". Mr. Posner pointed out that this is a two-step process in which the first step is signage and the longer term second step is resolving how the gates are configured and modified. Vice-Chair Hege said we are asking for an order to direct staff; it will be Mr. Smith who will move this forward.

Mr. Smith said that if they approve the order/resolution on May 1st, he can get the signs coming within a week. He added that the gate would not be padlocked, chained, or closed. He explained that he would create a better gate next to it. He said he'll work with Hood River County for their gate on Elder

Road adding that the gate can remain, but it cannot be locked. Mr. Posner added that they all have a key. Chair Kramer said to Mr. Smith to work with Hood River County to sort it out. He added that he wants our side to be done correctly allowing emergency vehicles to be able to get through. Mr. Posner pointed out that he hopes Mr. Cross can determine a change for the county line gate. It would be great to have it located to where the county line actually exists.

Agenda Item – Executive Session

At 2:45 p.m. Chair Kramer recessed the Regular Session to open an Executive Session Pursuant to ORS 192.660(2)(h) Conferring with Legal Counsel. He instructed members of the media to not record any portion of the Executive Session or to report on items discussed in Executive Session other than to state the general topic as previously announced.

The Regular Session resumed at 3:40 p.m.

Chair Kramer adjourned the meeting at 3:41 p.m.

Summary of Actions

MOTIONS

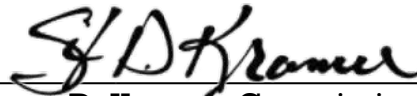
- **To approve Intergovernmental Grant Agreement CAMI-MDT-2023-Wasco County DAVAP-00033.**
- **To approve the Form 8 Resolution required for submission of the 2023-2024 CAFFA Grant Application.**
- **To approve Orders 24-011, 24-011, and 24-012 appointing Vicki Ashley, Hailee Meredith, and Teddy Franke to the Wasco County Fair Board.**
- **To approve Order 24-010 appointing Roger Kline to the Quality Life Intergovernmental Agency Board of Directors.**
- **To approve Resolution 24-003 adopting amendments to the Wasco County Community Wildfire Protection Plan.**
- **To approve the Consent Agenda: 4.3.2024 Regular Session Minutes.**
- **To approve the Collective Bargaining Agreement between Wasco County, Oregon and the Wasco County Law Enforcement Association effective through June 30, 2027.**
- **To approve the 3-year renewal of Wasco County's Google Workspace contract.**
- **To approve the Statement of Service agreement between Wasco County and Critical Insight to conduct a Security Risk Assessment for Information Services.**

- **To approve Order 24-009 vacating a portion of H Street within Fruitland Park Addition, The Dalles, Oregon, Section 5, Township 1 North, Range 13 East, Willamette Meridian.**

CONSENSUS

- **To send the proposed letter to the Oregon Department of Energy regarding the Summit Ridge Renewable Energy Facility.**
- **For the Emergency Manager to move forward with the Resilience Hubs and to provide a letter of support for Dufur Ambulance's reduced staffing waiver request d Networks Grant application.**
- **For the Emergency Manager to proceed with the Resilience grant applications as proposed.**
- **To grant a 5-year Enterprise Zone Tax Abatement to Earth 280.**

Wasco County
Board of Commissioners



Steven D. Kramer, Commission Chair



Scott C. Hege, Vice-Chair



Philip L. Brady, County Commissioner



MEMORANDUM

SUBJECT: Summit Ridge Renewable Energy Facility

TO: WASCO COUNTY BOARD OF COMMISSIONERS, TYLER STONE

FROM: KELLY HOWSLEY-GLOVER, PLANNING DIRECTOR

DATE: 4/17/2024

The Planning Department received notice on March 14, 2024 that a Notice of Intent to apply for a Site Certificate for the Summit Ridge Renewable Energy Facility had been filed. Per the statute, the Board is required to review and respond to the Notice of Intent which includes a list of all applicable substantive criteria from local comprehensive plan and land use regulations as well as other requirements or asks we will need to support a review of the proposed facility.

After consulting with several departments, including support from our GIS team, I have drafted the required response letter to address all substantive criteria and other needs we have following initial review. Interested parties can learn more about the project on the Oregon Department of Energy's (ODOE) website: <https://www.oregon.gov/energy/facilities-safety/facilities/Pages/SRREF.aspx>

As a reminder, staff is compensated for the time spent reviewing and advising through an Intergovernmental Agreement with ODOE.



BOARD OF COUNTY COMMISSIONERS

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

Pioneering pathways to prosperity.

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

April 17, 2024

Subject: Summit Ridge Renewable Energy Facility

Dear Ms. Sloan;

Per your letter dated March 14, 2024, the Wasco County Board of Commissioners is responding to your request for information.

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

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

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

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

Wasco County Comprehensive Plan
Wasco County Land Use and Development Ordinance

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

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

- Wasco County Geological Hazard Overlay Zone (OZ 2) and may require a written report by a certified engineer that demonstrates proposed development can be completed without threat to public safety or welfare.
- There is one Goal 5 listed historical, cultural, or archaeological site within development. Impacts to the site will need to be reviewed consistent with Chapter 3 of the Wasco County Land Use and Development Ordinance, Cultural, Historic, and Archaeological Overlay (OZ 4).
- Development appears to include several significant mineral resource locations. Review will need to be consistent with Chapter 3 of the Wasco County Land Use and Development Ordinance, Mineral and Aggregate Overlay (OZ 5).

- Development appears to be within one of the designated Natural Areas (OZ 7). This requires the review to include evaluation against Chapter 5 (Conditional Use Permit) standards in the Wasco County Land Use and Development Ordinance.
- Development is within our Military Airspace Overlay Zone (OZ 15) and requires early coordination with NW Regional Coordination Team (Department of Defense) for possible mitigation measures. Chapter 3 (OZ 15) outlines additional steps for compliance with this overlay zone.
- Development appears to be within the Sensitive Wildlife Habitat (OZ 8) Overlay Zone for deer and elk within the National Scenic Area, which requires consultation with Oregon Department of Fish and Wildlife. See Chapter 3 of the Wasco County Land Use and Development Ordinance, OZ 8 for additional standards.
- Development appears to include several sensitive bird sites (Sensitive Birds Overlay Zone OZ 12) and requires consultation with the Oregon Department of Fish and Wildlife. See Chapter 3 of the Wasco County Land Use and Development Ordinance, OZ 12 for additional standards.
- The site transects or is adjacent to Fifteen Mile Creek, which is a fish bearing stream and listed on the State Wetlands inventory. This generally requires a 100 foot buffer from development.

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

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

Public Works will require:

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

Building Codes Services may require:

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

Planning will require:

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

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

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

This proposal sites development within our Sensitive Wildlife Habitat (OZ 8) Overlay Zone and Sensitive Birds (OZ 12) Overlay Zone which requires consultation with the Oregon Department of Fish and Wildlife. We encourage development to be moved to avoid the sensitive bird buffer zone.

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

We recommend the development plan be modified to no longer include Natural Areas (OZ 7), the historical resource (OZ 4), and meet 100 foot buffer requirements from riparian areas/wetlands. This area, the southwest portion of development, contains multiple resources and given the scale of development we believe it may be difficult to mitigate in this sensitive location.

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

- *Housing Study
- *EMS Impact Study
- *Fire Response Plan
- *Traffic Control Plan
- *Private Security Plan
- *Defined Work Schedule
- *Construction Plans
- *Defined Staging Area for Construction/Development
- *Impact to Sensitive Species
- *Impact to Historical Resources
- *Impact to Riparian Areas/Wetlands
- *Impact to Natural Areas
- *Impact to Mineral/Aggregate Resources
- *Impact to Military Airspace

Thank you for your coordination.

Wasco County Board of Commissioners

Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner

CAMI Grant 2023-2025

Oregon law requires that every county utilize a multi-disciplinary approach to child abuse intervention. In 1989, the specified that every county create a multi-disciplinary team (MDT) **that is coordinated through each county's district attorney's office. Identifying and** responding to child abuse is complicated and thus requires complex collaboration and consistent team work in order to address child abuse situations adequately.

The CAMI Program's goal is to support a multidisciplinary approach to child abuse intervention. It is the intention of the CAMI Program that services are provided in a child friendly environment by professionals who are trained in risk assessment, the dynamics of child physical and sexual abuse and neglect, legally sound and age appropriate interviewing, and age appropriate investigatory techniques.

As an extension of that goal, the CAMI Program also provides funding to five regional service providers, (RSP), throughout Oregon who provide support to MDTs and community child abuse intervention centers, such as Safe Space in Hood River, Oregon.

A significant portion of the Wasco County CAMI grant funds are provided to Safe Space in Hood River, Oregon for this purpose. Additionally, a portion of the grant also supports salary for a special deputy district attorney to prosecute these cases. Kara K Davis, Gilliam County District Attorney, is currently prosecuting these cases for Wasco County.



DEPARTMENT OF JUSTICE
CRIME VICTIM AND SURVIVOR SERVICES DIVISION

MEMORANDUM

DATE: July 1, 2023

TO: 2023-2025 Child Abuse Multidisciplinary Intervention Grant Recipients

FROM: Robin Reimer, CAMI Fund Coordinator

Attached is your agency's 2023-2025 CAMI Grant Agreement. Please download the entire document and have your authorized official sign the following pages:

- The final page of the Grant Agreement.

Once the Grant Agreement is signed, please upload a copy of the signed Grant Agreement and Exhibits in the "Grantee Signed Grant Agreement" upload field on the "Grant Agreement Upload" page in your application in E-Grants. **Once the documents are uploaded, save the page then change the application status in CVSSD E-Grants to "Agreement Accepted."**

Once the signed Grant Agreement has been uploaded in E-Grants, a copy of the Grant Agreement signed by both your authorized official and CVSSD Director Shannon Sivell will be uploaded into E-Grants and the status of your application will be changed to "Grant Awarded." You will find the uploaded copy of your grant agreement under the "Agreement Upload" form on the Forms Menu of your application.

If you have any questions regarding this Agreement, please contact Robin Reimer at 503-507-4990.



DEPARTMENT OF JUSTICE
Crime Victim and Survivor Services Division

**2023-2025 STATE CHILD ABUSE MULTIDISCIPLINARY
INTERVENTION (CAMI)
GRANT AWARD COVER SHEET**

1. Applicant Agency's Name and Address: Wasco County, acting by and through its District Attorney's Office 511 Washington St., Ste. 206 The Dalles, OR 97058-2231 Contact Name: Danielle DeCant Telephone: (541) 506-2685 E-mail: danielled@co.wasco.or.us	2. Special Conditions: This grant project is approved subject to such conditions or limitations as set forth in the attached Grant Agreement. 3. Statutory Authority for Grant: ORS 418.746
4. Award Number: CAMI-MDT-2023-WascoCo.DAVAP-00033	5. Award Date: July 1, 2023
6. Subrecipient UEI Number: 95-6002315	7. Type of Recipient: DAVAP
8. Project Period: July 1, 2023 through June 30, 2025	9. Grant: Allocation Amount (Grant): \$111,310.00 Carryover in Addition Amount: \$ 10,843.98 Carryover in Offset Amount: \$ 10,139.78 Budget: \$122,153.98
10. Semi-Annual Progress Report Due Dates: January 31, 2024 July 20, 2024 January 31, 2025 July 20, 2025 (final)	11. Financial Reports Due Dates: October 31, 2023 January 31, 2024 April 30, 2024 July 20, 2024 October 31, 2024 January 31, 2025 April 30, 2025 July 20, 2025 (final)
This award is contingent upon the Subrecipient agreeing to the terms of award for the grant entitled " State Child Abuse Multidisciplinary Intervention (CAMI) Grant Request for Applications for Awards". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.	

**OREGON DEPARTMENT OF JUSTICE
CHILD ABUSE MULTIDISCIPLINARY INTERVENTION ACCOUNT
INTERGOVERNMENTAL GRANT AGREEMENT
CAMI-MDT-2023-WascoCo.DAVAP-00033**

BETWEEN: State of Oregon, acting by and through (DOJ CVSSD)
its Department of Justice,
1162 Court St. NE
Salem, Oregon 97301-4096

AND: Wasco County, acting by and through its District Attorney's Office (Subrecipient)
511 Washington St., Ste. 206
The Dalles, OR 97058-2231

PROJECT START DATE: July 1, 2023

GRANT AWARD PROVISIONS

**SECTION 1
LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis of Award. Pursuant to ORS 418.746¹, DOJ CVSSD is authorized to enter into a grant agreement and to make an award, from funds received under the Child Abuse Multidisciplinary Intervention (CAMI) Account, to Subrecipient for the purposes set forth herein.

Section 1.02. Agreement Parties. This Agreement, hereafter referred to as “Agreement”, is between DOJ CVSSD and the forenamed Subrecipient.

Section 1.03. Effective Date. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective, and have a Project start date of as of July 1, 2023.

Section 1.04. Agreement Documents. This Agreement includes the following documents listed in descending order of precedence and incorporated into this Agreement: this Agreement (except Exhibits and documents incorporated herein), Exhibit A, and

- (a) The most current version of the CAMI Grant Management Handbook available at <https://www.doj.state.or.us/crime-victims/grant-funds-programs/child-abuse-multidisciplinary-intervention-cami-fund/>
- (b) 2023-2025 CAMI MDT Grant Request for Applications Application Instructions and any Amendments.
- (c) Subrecipient’s CAMI MDT 2023-2025 Application.

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control.

Section 1.05. Source of Funds. Payment for the Project will be from the Child Abuse Multidisciplinary Intervention Account and monies allocated from the Oregon General Fund.

TERMS AND CONDITIONS

**SECTION 2
GRANT AWARD**

¹ 2019 Oregon Laws Ch. 141 (H.B. 2464 (2019 Regular Session)), amends ORS 418.746 and the related CAMI statutes. The amendments are operative January 1, 2020.

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, DOJ CVSSD shall provide Subrecipient with the maximum not-to-exceed amount of **\$111,310.00** (the “Grant”) from the CAMI Fund to financially support and assist Subrecipient’s implementation of the Subrecipient’s CAMI Application incorporated herein by this reference and referred to as the “Project” provided however that DOJ CVSSD shall deduct from the amount of said Grant the amount of unexpended funds that exceeds ten percent (10%) of Subrecipient’s 2021-23 grant allocation unless DOJ CVSSD gave Subrecipient specific approval to retain more than ten percent (10%) of the unexpended funds.

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Subrecipient shall implement the CAMI activities as described in the Project.

Section 2.03. Disbursement of Grant Funds. Subject to Sections 2.04, 2.05, and 2.06, DOJ CVSSD shall disburse the Grant funds to Subrecipient in eight equal payments.

(a) Additionally, Subrecipient may retain and expend in accordance with this Agreement, up to **\$10,843.98** of funds previously provided to Subrecipient in prior grant periods, which funds remained unexpended by Subrecipient on the date of this Agreement.

Section 2.04. Conditions Precedent to Each Disbursement. Prior to each disbursement, all of the following conditions must be satisfied:

- (a) DOJ CVSSD has received sufficient state funds under CAMI to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) DOJ CVSSD has received sufficient funding appropriations, limitations, allotments, or other expenditure authorizations to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Subrecipient certifies it has obtained the required insurance coverage for the duration of this Agreement and acknowledges Subcontractor Insurance Requirements contained in Section 7.07 of this agreement;
- (d) If Subrecipient expends \$750,000 or more in federal funds from all sources Subrecipient has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F;
- (e) Subrecipient is current in all reporting requirements of all active or prior grants administered by DOJ CVSSD;
- (f) No default as described in Section 6.04 has occurred; and
- (g) Subrecipient’s representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Supplemental Grant Agreement Conditions. If Subrecipient fails to satisfy any of the following conditions, DOJ CVSSD may withhold disbursement:

Grantee will not distribute funds under the CAC contract until the amended contract is approved by CVSSD.

Section 2.06. Grant Availability Termination. The availability of Grant funds under this Agreement and DOJ CVSSD’s obligation to disburse Grant funds pursuant to Section 2.03 shall end on **June 30, 2025** (the “Availability Termination Date”). DOJ CVSSD will not disburse any Grant funds after the June 30, 2025, Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when DOJ CVSSD accepts Subrecipient’s completed reports, as described in Section 5.05, or on **June 30, 2025**, whichever date occurs first, exclusive of financial and narrative reports which are due no later than 30 days after the Availability Termination Date. Agreement termination shall not extinguish or prejudice DOJ CVSSD’s right to enforce this Agreement with respect to any default by Subrecipient that has not been cured.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Subrecipient's use of the Grant funds is limited to those expenditures necessary to implement the Project. All Grant funds must be for expenses that are eligible under applicable federal and State of Oregon law, and as described in OAR 137-082-021(10) and the most recent versions of the CAMI Guidance. If applicable, Subrecipient's expenditure of Grant funds must be in accordance with the CAMI Project Budget set forth in the Subrecipient's Application.

Section 3.02. Ineligible Uses of Grant Funds. Notwithstanding Section 3.01, Subrecipient shall not use the Grant funds (i) to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement (ii) to replace funds previously allocated for child abuse intervention, or (iii) any other purpose not authorized by this Agreement. A detailed list of unallowable costs can be found in the most recent version of the CAMI Guidance.

Section 3.03.

Misexpended and Unexpended Grant Funds. Any federal or state Grant funds disbursed to Subrecipient, or any interest earned by Subrecipient on the federal or state Grant funds, that is not expended by Subrecipient (i) in accordance with this Agreement ("Misexpended Funds") or (ii) by the earlier of the appropriate Availability Termination Date or the date this Agreement is terminated ("Unexpended Funds") shall be returned to DOJ CVSSD. Notwithstanding the preceding sentence to the contrary, at DOJ CVSSD's discretion and with DOJ CVSSD's prior approval, Subrecipient may request an Amendment to this Agreement to extend the Availability Termination Date, or the unexpended Grant funds shall be returned to DOJ CVSSD.

Subrecipient may, at its option, satisfy its obligation to return Misexpended and Unexpended Funds under this Section 3.03 by paying to DOJ CVSSD the amount of Misexpended and Unexpended Funds or permitting DOJ CVSSD to recover the amount of the Misexpended and Unexpended Funds from future payments to Subrecipient from DOJ CVSSD. If Subrecipient fails to return the amount of the Misexpended and Unexpended Funds within fifteen (15) days after the earlier of written demand from DOJ CVSSD, the appropriate Availability Termination Date or the date this Agreement is terminated, Subrecipient shall be deemed to have elected the deduction option and DOJ CVSSD may deduct the amount demanded from any future payment or payments from DOJ CVSSD to Subrecipient, including but not limited to: (i) any payment to Subrecipient from DOJ CVSSD under this Agreement, (ii) any payment to Subrecipient from DOJ CVSSD under any other contract or agreement, present or future, between DOJ CVSSD and Subrecipient, and (iii) any payment to Subrecipient from the State of Oregon under any other contract, present or future, unless prohibited by state or federal law. DOJ CVSSD shall notify Subrecipient in writing of its intent to recover Misexpended and Unexpended Funds and identify the program or programs from which the deduction or deductions will be made. Subrecipient shall have the right to, not later than fourteen (14) calendar days from the date of DOJ CVSSD's notice, request the deduction be made from a future payment(s) identified by Subrecipient. To the extent that DOJ CVSSD's recovery of Misexpended and Unexpended Funds from the future payment(s) suggested by Subrecipient is feasible, DOJ CVSSD shall comply with Subrecipient's request. In no case without the prior consent of Subrecipient, shall the amount of recovery deducted from any one obligation owing to Subrecipient exceed twenty-five percent (25%) of the amount from which the deduction was taken. DOJ CVSSD may seek recovery from as many future payments as necessary to fully recover the amount of Misexpended and Unexpended Funds. DOJ CVSSD's right to recover Misexpended and Unexpended Funds from Subrecipient under this subsection is not subject to or conditioned on Subrecipient's recovery of money from any subcontractor or sub-recipient.

SECTION 4 SUBRECIPIENT'S REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to DOJ CVSSD that:

Section 4.01. Existence and Power. Subrecipient is a political subdivision of the State of Oregon organized and validly existing under the laws of the state of Oregon. Subrecipient has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Agreement, (ii) incur and perform its obligations under

this Agreement, and (iii) receive financing, including the Grant Funds, for the Project.

Section 4.02. Authority, No Contravention. The making and performance by Subrecipient of this Agreement (a) has been duly authorized by all necessary action of Subrecipient, (b) does not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, any provision of Subrecipient's articles of incorporation or bylaws, or any provision of Subrecipient's charter or other organizational document and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly executed by Subrecipient and when executed by DOJ CVSSD, constitutes a legal, valid, and binding obligation of Subrecipient enforceable in accordance with its terms.

Section 4.04. Approvals. If applicable and necessary, the execution and delivery of this Agreement by Subrecipient has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

Section 4.05. There is no proceeding pending or threatened against Subrecipient before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Subrecipient to carry out the Project.

SECTION 5 SUBRECIPIENT'S AGREEMENTS

Section 5.01. Project Commencement. Subrecipient shall cause the Project to be operational no later than 60 days from the date of this Agreement. If the Project is not operational by that date, Subrecipient must submit a letter to DOJ CVSSD describing steps taken to initiate the Project, reasons for delay, and the expected Project starting date. If the Project is not operational within 90 days of the date of this Agreement, the Subrecipient must submit a second letter explaining the additional delay in implementation. DOJ CVSSD may, after reviewing the circumstances, consider the Subrecipient in default in accordance with Section 6.04 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Subrecipient shall complete the Project no later than the appropriate Availability Termination Date described in Section 2.06; however, if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04(a) and (b) are not satisfied, Subrecipient shall not be required to complete the Project.

Section 5.03. Civil Rights and Victim Services.

- (a) Subrecipient shall comply with the following Oregon Department of Justice, Crime Victim and Survivor Services Division ("CVSSD") policies for addressing discrimination complaints:
 - (i) *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victim and Survivor Services Division's Subrecipients under U.S. Department of Justice Grant Programs*, available under Policies on DOJ CVSSD's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>; and
 - (ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victim and Survivor Services Division and the Oregon Department of Justice, Crime Victim and Survivor Services Division Subrecipients* available under Policies on DOJ CVSSD's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.
- (b) Subrecipient shall complete and certify completion of civil rights training as described under Training on DOJ

CVSSD's Civil Rights Requirements web page available at

<https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>. Subrecipient shall conduct periodic training for Subrecipient employees on the procedures set forth in the policies referenced in subsection (b) of this Section.

- (c) Subrecipient shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Subrecipient is prohibited from discriminating on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, age or disability and the procedures for filing a complaint of discrimination as described in the "Civil Rights Fact Sheet" developed by DOJ CVSSD and available under Notification Regarding Program Availability on DOJ CVSSD's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.

Section 5.04. Training Requirements. Subrecipient shall attend all appropriate DOJ CVSSD-sponsored training and fund-specific meetings unless specific written permission excusing attendance has been obtained from DOJ CVSSD.

Section 5.05. Reporting Requirements.

- (a) Subrecipient shall submit the following reports:

- (i) Quarterly Financial Reports. Subrecipient shall provide DOJ CVSSD with quarterly financial reports no later than 30 days after the end of the calendar quarters ending September 30, December 31, and March 31, and no later than July 20 for the calendar quarter ending June 30.
- (ii) Semi-Annual Progress Reports. Subrecipient shall prepare and submit to DOJ CVSSD semi-annual progress reports on Subrecipient's child abuse intervention services activities no later than 30 days after the calendar quarter ending December 31 and no later than July 20 for the calendar quarter ending June 30.

Section 5.06. Procurement Standards. Subrecipient shall follow the same policies and procedures it uses for procurement from any other state or federal funds. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement procedures and regulations conform to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.327.

Section 5.07. Nondisclosure of Confidential or Private Information. Subrecipient shall protect the confidentiality and privacy of persons receiving services.

- (a) The term "personally identifying information", "individual information", or "personal information" means individually identifying information for or about an individual victim including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.
- (b) Subrecipient may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.
- (c) Subrecipient shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Subrecipient's programs, regardless of whether the information has been encoded, encrypted, hashed or otherwise protected. This applies to:
 - (i) Information requested for a Federal, State, tribal, or territorial grant program; and
 - (ii) Disclosure from the Subrecipient's organization, agency, or government, including victim and non-victim

services divisions or components and leadership of the organization, agency or government; and

- (iii) Disclosure from victim services divisions or components of an organization, agency, or government to the leadership of the organization, agency, or government (e.g., executive director or chief executive). Such executive shall have access without releases only in extraordinary and rare circumstances. Such circumstances do not include routine monitoring and supervision.
- (d) Personally identifying information or individual information collected in connection with services requested, utilized, or denied through Subrecipient's programs may be released only if:
 - (i) The victim signs a release as provided below;
 - (ii) Release is compelled by statutory mandate, which includes mandatory child abuse reporting laws; or
 - (iii) Release is compelled by court mandate, which includes a legal mandate created by case law, such as a common-law duty to warn.
- (e) Victim releases must meet the following criteria:
 - (i) Releases must be informed, written, and limited to a reasonable duration. The reasonableness of duration is dependent on the situation. Subrecipient may not use a blanket release and must specify the scope and limited circumstances of any disclosure. Subrecipient must discuss with the victim, and the written release must explain, why the information might be shared, who would have access to the information, and what information could be shared under the release.
 - (ii) Subrecipient may not require consent to release of information as a condition of service.
 - (iii) Releases must be signed by the victim unless the victim is a minor who lacks the capacity to consent to release or is a legally incapacitated person who has a court-appointed guardian. Except as provided in paragraph (e)(iv) of this section, in the case of an unemancipated minor, the release must be signed by the minor and a parent or guardian. A legally-appointed guardian must sign for an incapacitated person. Consent may not be given by the abuser of the minor or incapacitated person or the abuser of the other parent of the minor. If a minor is incapable of knowingly consenting, the parent or guardian may provide consent. If a parent or guardian consents for a minor, the subrecipient or subgrantee should attempt to notify the minor as appropriate.
 - (iv) If the minor or person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may consent to release information without additional consent.
- (f) If release of information described in the previous paragraph is compelled by statutory or court mandate, Subrecipient shall make reasonable attempts to provide notice to victims affected by the disclosure of information. Subrecipient shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.
- (g) Fatality reviews. Subrecipient may share the personally identifying information or individual information of deceased victims that is requested for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:
 - (i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability;
 - (ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team;
 - (iii) The information released is limited to that which is necessary for the purposes of the fatality review.

- (h) Breach of Personally Identifying Information. Subrecipient is responsible for taking reasonable efforts to prevent unauthorized releases of personally identifying information or individual information that is collected as described in paragraph (a) of this section. The Subrecipient (and any subgrantee at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee), 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system. The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of personally identifying information to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- (i) Subrecipient shall notify DOJ CVSSD promptly after receiving a request from the media for information regarding a recipient of services funded with Grant funds.

Section 5.08. Criminal History Verification. Subrecipient shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) Requiring all applicants for employment or volunteer service to apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Subrecipient; or
- (b) Contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or
- (c) Using another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Subrecipient shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees, or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Subrecipient shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether, based upon the conviction, the person poses a risk to working safely with victims of crime. If Subrecipient intends to hire or retain the employee, potential employee, or volunteer, Subrecipient shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant, employee, or volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Subrecipient will place this explanation, along with the applicant, employee, or volunteer's criminal history check, in the retained employee or volunteer's personnel file for permanent retention.

Section 5.09. Maintenance, Retention and Access to Records; Audits.

- (a) Maintenance and Retention of Records. Subrecipient must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Subrecipient's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees DOJ CVSSD and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient must retain and keep accessible all Records for a minimum of six (6) years, or such longer

period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. It is the responsibility of the Subrecipient to obtain a copy of the DOJ Grants Financial Guide from the OCFO available at <https://ojp.gov/financialguide/DOJ/index.htm> and apprise itself of all rules and regulations set forth.

- (b) **Access to Records.** DOJ CVSSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Subrecipient and any contractors or subcontractors of Subrecipient, which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- (c) **Audits.** Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Subrecipient expends \$750,000 or more in federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to CVSSD within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year, Subrecipient is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in subsection 5.10(b) above.
- (d) **Audit Costs.** Audit costs for audits not required in accordance with 2 CFR Part 200, subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this Grant.

Section 5.10. Compliance with Laws. Subrecipient shall comply with (and when required cause its subgrantees to comply with) all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant funds and the activities financed with the Grant funds. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with:

- (a) **Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.** (prohibiting discrimination in programs or activities on the basis of race, color, and national origin) and the **Omnibus Crime Control and Safe Streets Act of 1968**, as amended, 34 U.S.C. §10228(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).
 - (i) These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.
 - (ii) In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Subrecipient, the Subrecipient shall forward a copy of the finding to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.
- (b) **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et. Seq.** (prohibiting discrimination in employment practices or in programs and activities on the basis of disability).
- (c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131** and ORS 659.425 (prohibiting discrimination in services, programs, and activities on the basis of disability), the **Age Discrimination Act of 1975, 42 U.S.C. § 6101-07** (prohibiting discrimination in programs and activities on the basis of age); and **Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et. seq.** (prohibiting discrimination in educational programs or activities on the basis of gender); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the Subrecipient, the Subrecipient shall forward a copy of the finding

to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.

- (d) The **Federal Funding Accountability and Transparency Act (FFATA) of 2006**, which provisions include, but may not be limited to, a requirement for Subrecipient to have a Unique Entity Identifier (UEI) number.
- (e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its proposals and budgets and in conducting its programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice (“USDOJ”) has issued guidance for subrecipients to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
- (f) **Partnerships with Faith-Based and Other Neighborhood Organizations**, codified at 28 C.F.R. Part 38, and Executive Order 13279, regarding Equal Protection of the Laws for Faith-Based and Community Organizations (ensuring equal treatment for faith-based organizations and non-discrimination of beneficiaries on the basis of religious belief) ensures that no organization will be discriminated against in a USDOJ funded program on the basis of religion and that services are available to all regardless of religion. Executive Order 13279 ensures a level playing field for the participation of faith-based organizations as well as other community organizations.
- (g) All regulations and administrative rules established pursuant to the foregoing laws, and other regulations as provided at [Civil Rights Office | Home | Office of Justice Programs \(ojp.gov\)](http://CivilRightsOffice|Home|OfficeofJusticePrograms(ojp.gov)).
- (h) The **Uniform Administrative Requirements, Cost Principles, and Audit Requirements** in 2 CFR Part 200, as adopted and supplemented by the United States Department of Justice in 2 CFR Part 2800.
- (i) Further, Subrecipient shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state administrative agency to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531. Complaints with the Office for Civil Rights can be filed through their website at [Civil Rights Office | Filing a Civil Rights Complaint | Office of Justice Programs \(ojp.gov\)](http://CivilRightsOffice|FilingaCivilRightsComplaint|OfficeofJusticePrograms(ojp.gov)) or by sending the complaint verification form and Identity Release Statement to the address listed in the preceding sentence.

Section 5.11. Assurances. The Subrecipient assures that it will:

- (a) Utilize Grant funds only to provide authorized services to victims of child abuse;
- (b) Obtain prior approval from DOJ CVSSD for:
 - 1. Movement of funds
 - i. For grant awards totaling \$500,000 or less: Movement of funds that total more than \$3,000 in the Personnel, Services and Supplies, and/or Other Services categories;
 - ii. For grant awards totaling more than \$500,000: Movement of funds that total more than \$5,000 in the Personnel, Services and Supplies, and/or Other Services categories; OR
 - 2. Adding a budget category or line item that did not exist in the original budget; OR
 - 3. Deleting an existing category.
- (c) Comply with the terms of the most recent version of the CAMI Guidance.

SECTION 6

TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination by Either Party. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, DOJ CVSSD may terminate this Agreement effective immediately upon written notice to Subrecipient, or effective on such later date as may be established by DOJ CVSSD in such notice, under any of the following circumstances: (a) DOJ CVSSD fails to receive sufficient appropriations or other expenditure authorization to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) DOJ CVSSD fails to receive sufficient federal or state funds to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) Subrecipient is in Default under Section 6.04.

Section 6.03. Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to DOJ CVSSD, Subrecipient shall immediately cease all activities under this Agreement unless, in a notice issued by DOJ CVSSD, DOJ CVSSD expressly directs otherwise.

Section 6.04. Default. Either party (as applicable) shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any Exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Subrecipient herein or in any documents or reports relied upon by DOJ CVSSD to measure progress on the Project, the expenditure of Grant funds or the performance by Subrecipient is untrue in any material respect when made; or
- (c) Subrecipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Subrecipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

Section 6.05. Remedies.

- (a) DOJ CVSSD Remedies Upon Default. In the event Subrecipient is in default under Section 6.04, DOJ CVSSD may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 6.02, (ii) reducing or withholding payment for Project activities or materials that are deficient or Subrecipient has failed to complete by any scheduled deadlines, (iii) requiring Subrecipient to complete, at Subrecipient's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, (iv) initiation of an action or proceeding

for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under this section or setoff (under 3.03), or both, or (vi) declaring Subrecipient ineligible for the receipt of future awards from DOJ CVSSD. These remedies are cumulative to the extent the remedies are not inconsistent, and DOJ CVSSD may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. Subrecipient may, at its option, satisfy its obligation to return such costs under this Section by paying to DOJ CVSSD the amount of the costs or permitting DOJ CVSSD to recover the amount of the funds from future payments to Subrecipient from DOJ CVSSD

- (b) Subrecipient Remedies. In the event DOJ CVSSD is in default under Section 6.04 and whether or not Subrecipient elects to terminate this Agreement, Subrecipient's sole monetary remedy will be, within any limits set forth in this Agreement, reimbursement of authorized expenses incurred for Project activities completed and accepted by DOJ CVSSD, less any claims DOJ CVSSD has against Subrecipient. In no event will DOJ CVSSD be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits.

SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of DOJ CVSSD to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between DOJ CVSSD or any other agency or department of the State of Oregon, or both, and Subrecipient that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, e-mail (with confirmation of delivery, either by return email or by demonstrating through other technological means that the email has been delivered to the intended email address), or mailing the same, postage prepaid to Subrecipient or DOJ CVSSD at the address or number set forth in this Agreement. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the postmark date. Any communication or notice delivered by e-mail shall be deemed received and effective on the date sent if sent during normal business hours of the receiving party and on the next business day if sent after normal business hours of the receiving party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee. This Section shall survive expiration or termination of this Agreement.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSSD E-Grants. No term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing as specified in Section 7.03 of this Agreement. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given.

Section 7.05. Subcontracts, Successors and Assignments.

- (a) Subrecipient shall follow the same regulations, policies and procedures it uses for procurements for the utilization of any other state or federal funds, provided that Subrecipient's procurements conform to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.327.

- (b) Subrecipient shall not enter into any Contracts, as defined in 2 CFR 200.1, required by this Agreement without DOJ CVSSD's prior written consent. Subrecipient shall comply with procurement standards as defined in Section 5.06 when selecting any subcontractor. Subrecipient shall require any subcontractor to comply in writing with the terms of an Independent Contractor Agreement as described in the [Minimally Recommended Elements for an Independent Contractor Agreement](https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally_recommended_elements_of_Independent_Contractor_Agreement.pdf) found at https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally_recommended_elements_of_Independent_Contractor_Agreement.pdf. DOJ CVSSD's consent to any Contract shall not relieve Subrecipient of any of its duties or obligations under this Agreement.
- (c) This Agreement shall be binding upon and inure to the benefit of DOJ CVSSD, Subrecipient, and their respective successors and assigns, except that Subrecipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of DOJ CVSSD. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by DOJ CVSSD.

Section 7.06. Entire Agreement. This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Insurance.

Subrecipient shall obtain at Subrecipient's expense the insurance specified in this Section prior to performing under this Grant Agreement. Subrecipient shall maintain such insurance in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Subrecipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DOJ CVSSD. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Subrecipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Subrecipient, shall provide workers' compensation insurance coverage for subject workers as required by federal, state, or Tribal law, as applicable. Subrecipient must require and ensure that each of its subcontractors, that employ subject workers, as defined in ORS 656.027, comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Subrecipient shall require and ensure that each of its subcontractors complies with these requirements. If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

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

As applicable, Subrecipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Subrecipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant

Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$ 1,000,000 _____ per occurrence and not less than \$ 1,000,000 _____ annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE.

Subrecipient shall provide Automobile Liability Insurance covering Subrecipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$ 1,000,000 _____ for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Subrecipient shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Subrecipient and Subrecipient's subcontractors, agents, officers or employees in an amount not less than \$ 1,000,000 _____ per claim and not less than \$ 1,000,000 _____ annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Subrecipient shall provide Continuous Claims Made coverage as stated below.

EXCESS/UMBRELLA INSURANCE:

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

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

ADDITIONAL INSURED:

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

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

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Subrecipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Subrecipient's completion and DOJ CVSSD's acceptance of all Services required under the Grant Agreement, or
- (i) DOJ CVSSD or Subrecipient termination of this Grant Agreement, or

- (ii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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

SUBCONTRACTOR INSURANCE REQUIREMENTS

Subrecipient shall require each of its first tier contractors that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Section 7.07 above, before the contractor performs under the contract between Subrecipient and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon and that is acceptable to DOJ CVSSD. Subrecipient shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in each Subcontract permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Subrecipient permit a contractor to work under a Subcontract when the Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Subrecipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. Contribution and Indemnity.

- (a) Generally. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- (b) Third Party Claim; DOJ CVSSD's Joint Liability. With respect to a Third Party Claim for which DOJ CVSSD is

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

- (c) Third Party Claim; Subrecipient's Joint Liability. With respect to a Third Party Claim for which the Subrecipient is jointly liable with DOJ CVSSD (or would be if joined in the Third Party Claim), the Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DOJ CVSSD in such proportion as is appropriate to reflect the relative fault of the Subrecipient on the one hand and of DOJ CVSSD on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Subrecipient on the one hand and of DOJ CVSSD on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
- (d) Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- (e) Subrecipient shall take all reasonable steps to cause each of its contractors that is not a unit of local government as defined in ORS 190.003, if any, to agree in a written contract with Subrecipient to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the gross negligence or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Section 7.09. False Claims Act. Subrecipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Subrecipient that pertains to this Agreement or to the Project. Subrecipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Subrecipient further acknowledges in addition to the remedies under Section 6.05, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Subrecipient.

Section 7.10. Time is of the Essence. Subrecipient agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.11. Survival. The following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Funds; Section 5.10, Maintenance, Retention and Access to Records; Audits; and Section 7 MISCELLANEOUS. Otherwise, all rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the Parties prior to termination.

Section 7.12. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.13. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.14. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.15. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

Section 7.16. No Third Party Beneficiaries. DOJ CVSSD and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.



STATE OF OREGON

Acting by and through its Department of Justice

By: _____

Name: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

Date: _____

AUTHORIZED AGENT FOR SUBRECIPIENT

By: _____

Name: _____

Title: _____

Date: _____



MOTION

SUBJECT: CAMI Grant Agreement

I move to approve Intergovernmental Grant Agreement CAMI-MDT-2023-Wasco County DAVAP-00033.



MEMORANDUM

SUBJECT: 2023 Board of Property Tax Appeals Season

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CHRISSY ZAUGG

DATE: 04/05/2024

Summary:

The Wasco County Board of Property Tax Appeals (BOPTA) season began in November 2023 when tax statements were mailed, and will concluded in April 2024 when the Summary of Actions was sent to the Department of Revenue.

Per ORS 309.072, the following information is submitted as part of the records required to be included in the journal of the county governing body:

- The BOPTA Board Pools were appointed on June 21, 2023. Scott Hege was appointed to the Chairpersons Pool. Chris Schanno, Anthony Tarnasky, Heather Bremer and Melissa Alvarado were appointed the Chairpersons Pool and the Non-office Holding Pool.
- On October 18, 2023, Abigail Herriges was appointed to the Chairpersons Pool and the Non-office Holding Pool.
- The BOPTA Board convened on March 5, 2024 and adjourned on April 5, 2024.

The table below provides the Summary of Actions submitted to the Oregon Department of Revenue at the conclusion of the season. The net impact to Assessed Value (AV) was a reduction of \$1.

Summary of Actions: County Board of Property Tax Appeals										
	Total Accounts Appealed	Total Accounts Withdrawn	Total Accts Stipulated Under ORS 308.242	Net Accounts Appealed	Number of Net Accounts Sustained AV	Number of Net Accounts Reduced AV	Number of Net Accounts Raised AV	Number of Net Accounts Dismissed	Total AV of Net Accounts Before Adjustment	Total AV of Net Accounts After Adjustment
Total	9	0	4	5	3	1	0	1	\$1,070,941	\$1,070,940



MEMORANDUM

SUBJECT: Fair Board Appointments

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: APRIL 9, 2024

BACKGROUND INFORMATION:

At their April 3, 2024 meeting, the Wasco County Fair Board considered applications for Fair Board members and voted to recommend Vicki Ashley, Hailee Meredith, and Teddy Franke for appointment to the Wasco County Fair Board.

Wasco County Fair and Rodeo
Board Meeting
April 3, 2024
Tygh Valley, OR.

The meeting was called to order by President Kramer at 6 pm.

Attendance:

Board Members: Steve Kramer, Ken Polehn, Kate Smith, Butch David(by phone)

County Employees: 4

Guests: 18

Pledge of Allegiance:

Changes to Agenda: Corrections or Additions

President Kramer stated that due to a lack of quorum at the March 5, 2024 the acceptance of the Commercial Vendor pricing and the Rodeo announcers contract could not be accepted and needed to be re-voted on.

Ken Polehn moved to change the commercial vendor rates to a flat rates as provided in the previous board packet. Butch David seconded.

Vote: Polehn	yea	
Smith	yea	
David	yea	
Kramer	yea	Motion passed

Butch David moved to accept the bid from Scott Burks to act as announcer for the 2024 rodeo in the amount of \$2,070.35. as submitted for the 3-5-24 meeting. Ken Polehn seconded

Vote: David	yea	
Polehn	yea	
Smith	yea	
Kramer	yea	Motion passed

Consent Agenda:

President Kramer called for the approval of the March 5, 2024 minutes with the corrections. Ken Polehn moved to accept the minutes, Kate Smith seconded.

Vote: Polehn	yea	
Smith	yea	
David	yea	
Kramer	yea	Motion passed

Public Comment:

Randy Cole questioned the validity of some of the Fair Board applications due to the fact that some were dated 2023 and some were 2024. Kate Smith replied that due to the board not appointing any members in December 2023, those applications were rolled over to the 2024 selections.

Coleena Tenold Sauter express her unhappiness of the strained feelings at the Fair Board meetings. Many generations of her family have volunteered for the fair and she feels uncomfortable, after putting in 100 and 100's of hours. She felt threatened

that President Steve Kramer stated that he could shut down the fair with just one vote. She left meeting.

Gayleen Howell- reported that she had measured the restroom closest to the campground for ADA compatibility. She will submit the drawings to County staff for follow up.

Randy Cole- wanted to discuss camp host and several other items. President Kramer stated that he would have a private conversation with Mr. Cole.

Vicki Ashley- Explained that she and Fair Manager Nikki were putting together a float for the Cherry Festival Parade. She asked anyone who would like to help, please contact her.

Finance:

Mike Middleton went through the fair budget. Highlights were: General camping is down 48.2%. Due to time of year and less solar campers Interest charges in fund are up 108%--higher interest rates Personal up 146% due to changes in personal Materials and services- running ok at 93% Utilities- up slightly at 84% Advertising – up at 152%, part of last fair Overall Budget is at 86% spent so far but budget adjustments can be made.. He presented complete report for the record.

Facilities:

Robert Hughes reported that the H Vac quotes are in and working on permits for Commercial Building. Electric charging station is in Doing general clean-up of grounds after the winter Bleachers have been delivered, working on permits

President Kramer announced the Zack Harvey had left as Grounds Keeper, wished him luck on new adventures.

Queen Update

DeAnn DePaepe introduced our new Queen for 2024 Audriyona Gilbert of Warm Springs.

Audriyona gave a short Bio of self and explained about her coronation, It will be help April 27th in The Dalles. Her mother explained the sponsor program to raise funds for her travel. DeAnn announced the first few activities she will participate in. Her mom asked the Board if she had approval to go forward with the fundraising. Board gave verbal ok.

The Queen contract is still in legal department for review.

Fairgrounds Monthly Update:

Nikki gave a update on usage of the Fairgrounds for March.

Teddy Franke March 25-May 16 Farrier School
Ultra Infinity Run – April 10-11
Safety Northwest 2024 - April 26-28

Strategic Plan:

The final copy of the Strategic plan for the Wasco County Fair board was presented by President Kramer for adoption of the Board.

Ken Polehn stated that he had worked on this document several years ago. He has been attending the fair for over 50 years and glad to see the County involved, He stated “I remember when the Fair was the redheaded stepchild, when the County did nothing for the Fair. Since we partnered with the County we have been able to upgrade the RV park with 23 new full service sites, build the Ken Webb Kitchen, upgrade the caretakers residence, replace the well, build the second concrete stage, purchase new bleachers, a tractor and the irrigation wheel, and now upgrade the core infrastructure systems. Anyone of those projects would have bankrupted this fund in the past. I think we have do a good job to keep this facility moving in a positive direction unlike many other facilities around the State.

Ken Polehn move to approve the Wasco County Fair Strategic Plan updates for 2024 and request that the Fair Manager and the County start working toward accomplishing those objectives and action items.

Kate Smith seconded the motion.

Vote: Polehn	yea	
Smith	yea	
David	yea	
Kramer	yea	Plan accepted

President Kramer said that he is meeting with Emergency Management State Officials on getting grants and monies for future development of the Fairgrounds.

Grand Marshall:

Ken Polehn stated that he is taking names for the Grand Mashall for the 2024 Fair.

Several names were suggested from those attending, several of which had already been Grand Mashall in the past.

It was suggested that a list of past Grand Mashalls' be established for each years selection made easier.

Fair Book:

Vicki Ashley stated that she is getting bids for the production of this years book. She is trying to get the cost less than \$2.00 per book. She explained the cover sheet will be the poster in color and the queen on first inside page. She explained the advertising she is using to pay for the book.

Fair Poster:

Nikki stated that the poster is still in the process of development.

Vendor Update:

Nikki reported that 8 vendors were returning so far, with 4 commercial. She is waiting for call backs on contacts she has made.

The sponsor pages have had a few changes this year; the \$5,000., has been removed.

The mention of ads in the Fair Book were also removed as many of the sponsorships can in after the printing deadline.

Kate Smith moved to accept the sponsor packages as presented, Ken Polehn seconded the acceptance.

Kate Smith	yea
Ken Polehn	yea
Butch David	yea
Steve Kamer	yea

New Fair Board Member Applications:

President Kramer stated that there was 3 openings for the Wasco County Fair Board and that 7 applications had been received. 5 of the applicants were present. He asked each of the applicants to say a few words.

Hailee Meredith, Linda Holcomb, Randy Cole, Vicki Ashley and Teddy Franke all briefly introduced themselves to the Board and their desire to become a Board member.

President Kramer asked each Board member for their comments and recommendations of the applicants.

Ken Polehn reviewed each of the applicants with their strengths. His recommendations were: Tonya Brumley has community connections and is working on the rodeo arena upgrades.

DeAnn DePaepe: 4-H parent, Queen coordinator and a long time fair supporter.

Hailee Meredith: a local veterinarian who is also a past Queen of the fair.

Butch David; Said he was piggybacking Ken's recommendations.

Kate Smith: Hailee Meredith: a local veterinarian would be asset to the fair board
Vicki Ashley: already doing the work, and her past service
Teddy Franke: new to community with good sights for the

Nikki stated that Tonya Brumley expressed that she will pass to next selection if someone has more time to contribute as she is busy with the arena and other projects.

Steve Kramer: sated that he felt DeAnn had her hands full with the new Queen program. His selection would be Hailee Meredith, Vicki Ashley and Teddy Franke.

Butch David requested that he be allowed to change his choices to: Hailee Meredith
Vicki Ashley and Teddy Franke.

Kate Smith made the following recommendation: I recommend the following names be submitted to the County Court for appointment to the Wasco County Fair Board.

Hailee Meredith
Vicki Ashley
Teddy Franke

Ken Polehn seconded the motion.

Kate Smith yea
Ken Polehn yea
Butch David yea
Steve Kramer yea

Recommendation to
County Court

forward names to

passed.

O county is one of the smaller

Google Proposal:

Nikki announced that Google will sponsor a Drone Light show at this years fair on Friday and Saturday nights. It is \$25,000, and will involve 150 drones. They will also be doing a STEM exhibit. This is a project in the beginning stages and will be reported on again at a laer date.o

Entertainment Update:

Randy Cole questioned the entertainment for the youth.

Nikki responded that there are NO carnivals in the entire area that are willing to come to the Wasco County Fair due to it being one of the smallest in the state. She has entertainment arranged for youth and is currently working with other entertainment companies which are interactive and will hopefully keep the people on the grounds.

Kate Smith addressed the Board and attendees. She stated that her family are a carnival company, owning one. She said that Covid did a number on the carnival industry. Increased costs of fuel, lack of employees and the distances between fairs make it hard for many companies to continue. She stated that she continues to search for the possibility of getting a carnival to the Wasco County Fair, but no carnival this year and probably next year. There are only 3 carnival companies in Oregon. Wasco County is one of the smallest fairs which is also a problem, as carnivals want a guaranteed amount of income.

4-H Updates:

Leah Lowe, 4-H coordinator stated that the Horse Show is coming up May 11 & 12 at the Fair Grounds. It is the same as last year, with the entry numbers being down a bit.

Camping:

Lisa stated that the prices will remain the same as last year, asked for a list of the rented solar spots that are taken so she won't double rent. She also asked the Board for a helper at the gate. President Kramer said that request was being taken care of. She also asked the Board how many camper spaces they would need for Open Class Supt's and Board members.

Additional Board Comments;

Ken Polehn thanked all the candidates who applied and that if they weren't selected this year, reapply for the next time.

Meeting adjourned at 7:25 pm

Submitted by Vicki Ashley

Accepted by _____



INFORMATION AND QUALIFICATION FORM

Wasco County Fair Board

VOLUNTEER POSITIONS
WASCO COUNTY, OREGON

BACKGROUND

The Wasco County Fair Board meets in the evening twice each month throughout the year. In addition to organizing the annual Wasco County Fair the Board is responsible for fund raising, managing projects on the fairgrounds, oversight for Hunt Park, supervision of the Hunt Park caretaker, working with the Extension District/4H and engaging in intermittent repairs and small construction.

APPLICATION

Are you applying to fill a:

☒ Regular Position ☐ Alternate Position

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

Name: Vicki Ashley

Address: [REDACTED] Maupin, OR

Phone (home) [REDACTED] Phone (work)

E-mail address: [REDACTED]

Signature: Vicki Ashley

Date: 10-15-2023 Number of years as a Wasco County resident: 43

Your objectives/goals? Desired contributions and accomplishments?

See Attached

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

Culdesac ID HighSchool

Date(s):

Lewis Clark State College

Date(s):

Boise State (Grad Classes in Summ

Date(s):

Date(s):

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

See Attached

Date(s):

Date(s):

Date(s):

Date(s):

General Comments/Additional Relevant Information

See Attached

Send completed form to:

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

Objectives/Goals:

I would like to see the Wasco County Fair grow and continue to be a Family Friendly Destination. The fair needs to update its displays and areas to the modern day fair standards. By serving on the Fair Board, I feel I could contribute to achieving these standards by working with the Open Class and Commercial exhibits. Creating new and educational displays, creating interaction with the visitors.

Experience:

I have been a volunteer most of my life in one capacity or another. I was a 10 year 4-H member and the last 4 as Jr Leader, helping the younger members. By volunteering I always try to help or improve the group or activity.

I served on the Asotin County Fair Board while attending college, having duties in the large animal barn, parade organization, and Queen chaperone. I was also on the Lewiston Roundup Royalty.

I have served all the offices in the Oregon Cattlemen's Association, serving as President 1991-1993. I also served as co-chairman of the Membership Committee for the Oregon Cattlemen's Association from 2001-2003.

I have also been a Elementary School teacher, Drivers Education instructor and a Bank Loan officer. I was postmaster of the Shaniko Postoffice for 20 years before retiring to come back to the ranch full time due to my husbands declining health.

I have been the Foods and Photo Superintendents for the Wasco County fair in past years before taking on the role of Open Class Coordinator this past year. I currently am volunteering as Secretary for the Fair Board.

Additional Comments:

I feel the Fair Board needs to reach out to a larger audience, use regional and state media to promote our facilities. Promote as a destination event area for weddings, horse shows, craft fairs, and music concerts.

During the Fair, I would also suggest that more than one event/activity be going on at the same time. I feel that this would draw a larger audience, as some people might enjoy different things at the same time. Filling the commercial building with vendors during the fair would improve revenue and attendance.

Another item I would like to see enhanced is the involvement of our Native Americans. Encourage them to put on displays, show working crafts, and have dancing daily. I understand this is a big task but could be achieved. After all they played a important part in the history of the Wasco County Fair years ago.

I realize that the Wasco County fair is one of the smaller fairs in Oregon, but I feel that strong leadership and management are important for the fair to grow. Thank you for reading my application and comments.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF VICKI ASHLEY TO THE WASCO COUNTY FAIR BOARD

ORDER #24-011

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

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

IT FURTHER APPEARING TO THE BOARD: That Vicki Ashley is willing and is qualified to be appointed to the Wasco County Fair Board.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Vicki Ashley be and is hereby appointed to the Wasco County Fair Board; said term to expire December 31, 2026.

DATED this 17th day of April, 2024.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF HAILEE MEREDITH TO THE WASCO COUNTY FAIR BOARD

ORDER #24-012

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

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

IT FURTHER APPEARING TO THE BOARD: That Hailee Meredith is willing and is qualified to be appointed to the Wasco County Fair Board.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Hailee Meredith be and is hereby appointed to the Wasco County Fair Board; said term to expire December 31, 2026.

DATED this 17th day of April, 2024.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



INFORMATION AND QUALIFICATION FORM

Wasco County Fair Board

VOLUNTEER POSITIONS
WASCO COUNTY, OREGON

BACKGROUND

The Wasco County Fair Board meets in the evening twice each month throughout the year. In addition to organizing the annual Wasco County Fair the Board is responsible for fund raising, managing projects on the fairgrounds, oversight for Hunt Park, supervision of the Hunt Park caretaker, working with the Extension District/4H and engaging in intermittent repairs and small construction.

APPLICATION

Are you applying to fill a:

☒ Regular Position ☐ Alternate Position

Provide personal qualifications for this specific volunteer position.

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

Name: Hailee Meredith

Address: [REDACTED] The Dalles OR

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

E-mail address: [REDACTED]

Signature: Hailee Meredith

Date: 12/21/23 Number of years as a Wasco County resident: 21yr nonconsecutive

Your objectives/goals? Desired contributions and accomplishments? Growing up in

Wasco County I competed at the fair during my youth years.

It is important to me to preserve the fair for future generations to enjoy. I believe youth participation is vital to the growth of the fair and would like to contribute.

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

Washington State University - BS Date(s): [REDACTED]

Washington state university
college of veterinary medicine DVM Date(s): [REDACTED]

Date(s): _____

Date(s): _____

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

Wasco County Mounted Sheriff Posse Date(s): Jan 2021 - present

The Dalles Veterinary Hospital Date(s): March 2020 - present
- associate veterinarian

South Willamette Veterinary Clinic Date(s): May 2018 - Feb 2020
- associate veterinarian

Date(s): _____

General Comments/Additional Relevant Information

Send completed form to:

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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF TEDDY FRANKE TO THE WASCO COUNTY FAIR BOARD

ORDER #24-013

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

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

IT FURTHER APPEARING TO THE BOARD: That Teddy Franke is willing and is qualified to be appointed to the Wasco County Fair Board.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Teddy Franke be and is hereby appointed to the Wasco County Fair Board; said term to expire December 31, 2026.

DATED this 17th day of April, 2024.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Kristen Campbell, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



MOTION

SUBJECT: Fair Board Appointments

I move to approve Orders 24-011, 24-011, and 24-012 appointing Vicki Ashley, Hailee Meredith, and Teddy Franke to the Wasco County Fair Board.



INFORMATION AND QUALIFICATION FORM

Wasco County Fair Board

VOLUNTEER POSITIONS
WASCO COUNTY, OREGON

BACKGROUND

The Wasco County Fair Board meets in the evening twice each month throughout the year. In addition to organizing the annual Wasco County Fair the Board is responsible for fund raising, managing projects on the fairgrounds, oversight for Hunt Park, supervision of the Hunt Park caretaker, working with the Extension District/4H and engaging in intermittent repairs and small construction.

APPLICATION

Are you applying to fill a:

☒ Regular Position ☐ Alternate Position

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

Name: **Teddy Franke**

Address: [REDACTED] **Tygh Valley OR 978063**

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

E-mail address: [REDACTED]

Signature: 

Date: **04/01/2004** Number of years as a Wasco County resident: **12**

Your objectives/goals? Desired contributions and accomplishments? **I would like to help my community by**

being involved with the Wasco County Fair. I believe my background as a small business owner, horseman, farrier, and educator, as well as my experience

serving on the national boards for major equine organizations, would be useful in helping to identify, plan, and implement strategic goals.

As a dad of three I have a strong desire to see youth in Wasco County flourish and feel that the Fair can be a contributor to that development.

WASCO COUNTY FAIR BOARD APPLICATION

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

Graduate of Austin E Lathrop Highschool Fairbanks AK

Date(s):

Graduate of Ecola Bible School Cannon Beach Oregon

Date(s):

Alaska Laborers local 942 Apprinticeship

Date(s):

02-04

Graduate of Mission Farrier School

Date(s):

2015

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

Horsemanship Director (Camp Morrow)

Date(s):

2012-2021

Mission Farrier School (from intern to school owner/president)

Date(s):

2015 - Present

CHA Master riding Instructor

Date(s):

Present

AQHA Professional Horseman

Date(s):

Present

General Comments/Additional Relevant Information

American Youth Horse Council Board member from 2016 to 2019

Certified Horsemanship Association Board Member 2018 to present (Chairman of Research and Development)

CHA Certified Equine Facility Site Accreditor 2016 to present. Wasco County 4-H Leader 2024

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 ROGER KLINE TO THE QUALITY LIFE INTERGOVERNMENTAL AGENCY BOARD OF DIRECTORS

ORDER #24-010

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

IT APPEARING TO THE BOARD: That governing body of Wasco County, Oregon, is required to appoint two representatives to the Quality Life Intergovernmental Agency Board of Directors; and

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

IT FURTHER APPEARING TO THE BOARD: That Roger Kline is willing and is qualified to be appointed to the QLife Intergovernmental Agency Board of Directors.

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

DATED this 17th Day of April, 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: QLife Appointment

I move to approve Order 24-010 appointing Roger Kline to the Quality Life Intergovernmental Agency Board of Directors.

Wasco County Financial Report

For the Fiscal period ending March 31st, 2024

Financial statements are presented for the 9th 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 75.0%. 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 134.4% of the budget expectation. The primary reason is the beginning fund balance is at 102.2%. Investment Earnings are doing well at 243.1% of the budgeted projections due to increased interest rates – this is \$347,619 above the budgeted investment income for the year with another three months to go which could result into an additional +/- \$180K by the end of the fiscal year.

Property taxes are \$12,983,156 or 101.1% execution. This is up from FY23 by \$924,063 or 7.7%. Based on prior years, another \$480K by the end of the fiscal year is typical.

Miscellaneous revenue is executing at 71.0%, slightly under the budgetary expectation. This is where reimbursement comes in and the Administrative & IT revenues from other funds for the General Fund.

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 75.7% primarily due to the General Revenue Allocation. Licenses-Fees & Permits is executing at 110.3% and is 22.5% (\$4,820) greater than last FY.

Total expenses executed to 49.6% with Personnel executing to 83.9% so within the straight-line assumption when considered as a whole while personnel is over.

County Clerk revenues are executing at 78.1%. Charges for Services are up 19.7% 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 67.8% respectively and both are below the straight-line assumption.

Total expense execution is only 40.2% with Personnel executing to 78.6%.

Sheriff's Office revenues are executing at 79.0% primarily due to the General Revenue allocation. Charges for Services execution is 116.2% (or \$2,506). The Miscellaneous Revenues are executing at 200.3% (or \$9,014).

Total expense execution is 39.9% with Personnel executing to 67.0%.

Administrative Services revenues are executing at 81.2%. 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 43.4% with Personnel executing to 74.6%

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 93.8%.

Total expense execution is 80.6% with Personnel executing to 67.5%. 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 (75.0%). The Medical Care at Norcor however has exceeded the budget and is executing at 219.1% - over budget by \$29,770. Large amounts in contracted services have exceeded the budget expectations Contracted Services – Legal is budgeted at \$200,000 and \$267,609 has been spent by the end of March.

District Attorney revenues are executing at 67.0%.

Expenses executed at 70.5% overall with Personnel at 74.6%

Planning revenues are executing at 82.9%.

Expenses executed at 42.2% with Personnel executing at 76.5%

Public Works revenues are executing at 185.1%. This is due to Grant revenues being recorded here (\$52,186).

Expenses executed at 28.0%. Personnel executed at 65.6%.

Prevention Division – Youth Services & Youth Think revenues are executing at 90.5%. The INTERGOV REV-SINGLE AUDIT executing at 93.7% really helps pull the execution rate up.

Expenses are executing at 36.8% with Personnel executing at 66.0%.

Building Codes Funds – General & Electrical

Department revenues executed at 177.1% (General) and 376.8% (Electrical). The License, Fees & Permits is at \$1,271,587 already on a budget of \$465,500 and last year was \$282,434 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. As of March License, Fees & Permits are \$382,771 on a budget expectation of \$101,817 so an execution of 375.9%.

Personnel for the funds executed at 53.7% and 49.1% (General and Electrical). Materials & Services for General executed at 76.7%. Materials & Services for Electrical executed at 58.9%. No capital expenses occurred in either fund.

The YTD fund balance for General BC is \$5,541,802 which is an increase of \$2,160,828 in fund balance over last year. The YTD fund balance for Electrical BC is \$887,655 which is an increase over last year of \$286,388.

Public Works Fund & Public Works Reserve Fund

Departmental revenues for Public Works executed at 78.6%. This is due to the Motor Vehicle revenues coming in at 73.8% and the STP Fund Exchange at 256% of budget (\$639,930 on a budget of \$250,000)

Expenditures for Public Works executed at 85.7%. This is due to the cycle of purchases for road supplies and chemicals and is expected as Materials & Services are executing at 91.8%. Personnel is executing at 80.3%. 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 140.4% of budget or \$127,486. On the expense side, the execution is 13.3%. This is due to \$400,000 for the side account with Materials & Services at \$204,075.

The Supplemental Public Road Fund was established this fiscal year with grant funds. While the balance of available resources is \$1,069,374, no expenditures have been incurred yet.

911 & 911 Equipment Funds

Departmental Revenues for 911 have executed at 60.8%. The County is right on schedule with the funds transferred in as are partner organizations. The cell phone receipts arrive quarterly.

Expenditures executed at 70.1% with Personnel at 76.8% 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 184.7%.

Community Corrections

Department revenues executed at 74.1% and expenses executed at 58.2%.

Fair & Park

Revenue for the Fair is executing at 91.7%. This is expected as the Fair happens early in the fiscal year.

Fair expense has executed at 87.3% with Personnel executing at 157.9%. With the change in staffing, a budget change may be needed. This is being watched by Finance.

The Park fund revenues executed at 9.6%. Expenditures executed at 9.9% 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. \$3,728,824 of the budgeted amount has been transferred in – 75.0%. Total capital costs are \$4,269,353 – 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 (\$80,809) with other grant funds budgeted, but not received yet. Interest revenue is \$212,439. Expenses are executing at 0.9% as the budget is \$6,832,152 but only \$61,245 has been spend to date.

The General Operating Reserve fund ran the ARPA funds through here. The expenses are only executing at 27.9% at this point. This includes \$1,600,000 for the PERS side account and \$864,076 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 77.6% which is manageable. Additionally in the General Fund the Administration Department is executing at 80.6% which is not out of line due to the elements of the department. Public Works is executing at 85.7% which is due to cyclic nature and the purchase of supplies. The Fair Fund had a budget change and is executing at 87.3%. It was already running high due to normal cycles, but the staffing changes aggravated the execution rate. Special Economic Development transfer out is executing at 100% which is planned.

Reconciliations for March are still in process but should be finished by the 5/1/2024 BOCC meeting. All reconciliations up through February have been completed and reviewed with no outstanding issues.

FY24 Wasco County - 2024-03 March

as of: 4/9/2024

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	
00 - NON-DEPARTMENTAL RESOURCES					-	0.0%	-	0.0%	
Revenue	(10,641,563)	(14,305,589)	(11,128,865)	(12,974,713)	(1,330,876)	10.3%	3,664,026	134.4%	
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)	(12,983,156)	(11,401,691)	(12,059,092)	(924,063)	7.7%	8,087	100.1%	
411 - LICENSES-FEES & PERMITS	(1,773,587)	(1,165,992)	(1,978,733)	(1,373,364)	207,372	-15.1%	(607,595)	65.7%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(602,921)	(589,794)	(965,092)	(602,609)	12,815	-2.1%	(13,127)	97.8%	
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)	(590,578)	(69,000)	(302,056)	(288,521)	95.5%	347,619	243.1%	
418 - RENTS	(12,109)	(3,471)	(12,114)	(9,862)	6,391	-64.8%	(8,638)	28.7%	
419 - CONTRIBUTIONS & DONATIONS	-	-	-	-	-	0.0%	-	0.0%	
421 - MISCELLANEOUS	(277,670)	(197,018)	(277,599)	(260,374)	63,355	-24.3%	(80,652)	71.0%	
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%	
12 - ASSESSMENT & TAXATION					-	0.0%	-	0.0%	
Revenue	(1,431,334)	(1,084,217)	(1,059,958)	(965,349)	(118,868)	12.3%	(347,117)	75.7%	
411 - LICENSES-FEES & PERMITS	(23,800)	(26,254)	(27,900)	(21,434)	(4,820)	22.5%	2,454	110.3%	
412 - INTERGOV REV-NON-SINGLE AUDIT	-	-	-	-	-	0.0%	-	0.0%	
415 - INTERNAL SERVICES	(5,000)	(11,853)	(5,000)	(4,887)	(6,966)	142.5%	6,853	237.1%	
420 - SALE OF FIXED ASSETS	-	-	-	-	-	0.0%	-	0.0%	
421 - MISCELLANEOUS	(1,610)	(101)	(1,650)	(147)	46	-31.2%	(1,509)	6.3%	
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	710,591	1,059,958	619,861	90,730	14.6%	720,743	49.6%	
510 - PERSONNEL	761,325	638,744	781,738	561,183	77,561	13.8%	122,581	83.9%	
520 - MATERIALS & SERVICES	670,009	71,847	278,220	58,678	13,169	22.4%	598,162	10.7%	
530 - CAPITAL OUTLAY	-	-	-	-	-	0.0%	-	0.0%	
15 - COUNTY CLERK					-	0.0%	-	0.0%	
Revenue	(833,769)	(651,334)	(872,718)	(663,026)	11,692	-1.8%	(182,435)	78.1%	
411 - LICENSES-FEES & PERMITS	(109,609)	(74,337)	(177,835)	(85,383)	11,046	-12.9%	(35,272)	67.8%	
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)	(22,712)	(4,476)	19.7%	(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 - 2024-03 March

as of: 4/9/2024

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	
Expense	833,769	334,863	872,718	306,347	28,516	9.3%	498,906	40.2%	
510 - PERSONNEL	373,112	293,369	321,345	238,967	54,401	22.8%	79,743	78.6%	
520 - MATERIALS & SERVICES	455,857	41,494	469,373	67,380	(25,886)	-38.4%	414,363	9.1%	
530 - CAPITAL OUTLAY	4,800	-	82,000	-	-	0.0%	4,800	0.0%	
16 - SHERIFF					-	0.0%	-	0.0%	
Revenue	(5,956,874)	(4,707,555)	(4,809,127)	(4,169,824)	(537,732)	12.9%	(1,249,319)	79.0%	
411 - LICENSES-FEES & PERMITS	(60,000)	(48,433)	(57,000)	(57,816)	9,383	-16.2%	(11,567)	80.7%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(302,260)	(77,514)	(195,210)	(101,550)	24,036	-23.7%	(224,746)	25.6%	
413 - INTERGOV REV-SINGLE AUDIT	(70,388)	(35,276)	(61,750)	(36,974)	1,698	-4.6%	(35,112)	50.1%	
414 - CHARGES FOR SERVICE	(15,500)	(18,006)	(14,500)	(18,091)	85	-0.5%	2,506	116.2%	
416 - FINES & RESTITUTION	(35,000)	(15,569)	(35,000)	(19,444)	3,875	-19.9%	(19,431)	44.5%	
419 - CONTRIBUTIONS & DONATIONS	(1,000)	(500)	-	(250)	(250)	100.0%	(500)	50.0%	
421 - MISCELLANEOUS	(4,500)	(9,014)	(4,500)	(3,994)	(5,020)	125.7%	4,514	200.3%	
422 - PASS THROUGH PAYMENTS	(4,000)	(1,808)	(3,000)	(3,212)	1,404	-43.7%	(2,192)	45.2%	
480 - GENERAL REVENUE ALLOCATIONS	(5,464,226)	(4,501,436)	(4,438,167)	(3,928,493)	(572,943)	14.6%	(962,790)	82.4%	
Expense	5,956,874	2,375,217	4,809,127	2,262,650	112,567	5.0%	3,581,657	39.9%	
510 - PERSONNEL	2,864,294	1,919,455	2,612,737	1,834,572	84,883	4.6%	944,839	67.0%	
520 - MATERIALS & SERVICES	679,001	380,607	649,330	321,964	58,642	18.2%	298,394	56.1%	
530 - CAPITAL OUTLAY	2,413,579	75,155	1,547,060	106,113	(30,958)	-29.2%	2,338,424	3.1%	
17 - ADMINISTRATIVE SERVICES					-	0.0%	-	0.0%	
Revenue	(7,035,016)	(5,714,260)	(5,533,641)	(5,248,067)	(466,193)	8.9%	(1,320,756)	81.2%	
411 - LICENSES-FEES & PERMITS	(86,076)	(45,316)	(84,730)	(56,911)	11,595	-20.4%	(40,760)	52.6%	
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)	(47,221)	(108,755)	(43,212)	(4,009)	9.3%	(67,799)	41.1%	
415 - INTERNAL SERVICES	-	-	-	-	-	0.0%	-	0.0%	
417 - INVESTMENT EARNINGS	-	-	-	-	-	0.0%	-	0.0%	
418 - RENTS	(210,636)	(240,052)	(225,660)	(204,060)	(35,992)	17.6%	29,416	114.0%	
419 - CONTRIBUTIONS & DONATIONS	-	-	-	-	-	0.0%	-	0.0%	
421 - MISCELLANEOUS	(4,650)	(180,637)	(4,650)	(752)	(179,884)	23912.2%	175,987	3884.7%	
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%	
Expense	7,035,016	3,054,575	5,533,641	2,667,171	387,403	14.5%	3,980,441	43.4%	
510 - PERSONNEL	2,893,905	2,159,226	2,382,854	1,764,838	394,388	22.3%	734,679	74.6%	
520 - MATERIALS & SERVICES	1,865,716	803,787	1,626,392	902,333	(98,546)	-10.9%	1,061,929	43.1%	
530 - CAPITAL OUTLAY	2,275,395	91,561	1,524,395	-	91,561	0.0%	2,183,834	4.0%	
18 - ADMINISTRATION					-	0.0%	-	0.0%	
Revenue	(4,333,848)	(4,063,554)	(4,796,285)	(3,873,299)	(190,255)	4.9%	(270,294)	93.8%	

FY24 Wasco County - 2024-03 March

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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	
411 - LICENSES-FEES & PERMITS	-	-	-	-	-	0.0%	-	0.0%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(749,218)	(798,592)	(690,059)	(499,746)	(298,846)	59.8%	49,374	106.6%	
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)	(864)	(31,000)	(1,328)	464	-34.9%	(30,136)	2.8%	
480 - GENERAL REVENUE ALLOCATIONS	(3,423,524)	(3,144,691)	(3,344,806)	(3,193,227)	48,536	-1.5%	(278,833)	91.9%	
Expense	4,333,848	3,494,937	4,796,285	3,362,756	132,180	3.9%	838,911	80.6%	
510 - PERSONNEL	166,357	112,215	159,746	128,744	(16,529)	-12.8%	54,142	67.5%	
520 - MATERIALS & SERVICES	4,022,491	3,382,722	4,491,539	3,101,450	281,272	9.1%	639,769	84.1%	
530 - CAPITAL OUTLAY	145,000	-	145,000	132,563	(132,563)	-100.0%	145,000	0.0%	
19 - DISTRICT ATTORNEY					-	0.0%	-	0.0%	
Revenue	(1,130,081)	(756,770)	(1,279,521)	(883,409)	126,639	-14.3%	(373,311)	67.0%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(101,655)	(19,016)	(101,655)	(98,213)	79,197	-80.6%	(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	-	(432)	-	-	(432)	0.0%	432	0.0%	
421 - MISCELLANEOUS	(104,872)	(90,109)	(104,872)	(94,956)	4,847	-5.1%	(14,763)	85.9%	
480 - GENERAL REVENUE ALLOCATIONS	(814,037)	(605,934)	(963,477)	(636,153)	30,219	-4.8%	(208,103)	74.4%	
Expense	1,130,081	796,453	1,279,521	769,745	26,708	3.5%	333,628	70.5%	
510 - PERSONNEL	991,180	739,288	938,227	676,374	62,914	9.3%	251,892	74.6%	
520 - MATERIALS & SERVICES	136,059	57,166	338,452	93,371	(36,206)	-38.8%	78,893	42.0%	
530 - CAPITAL OUTLAY	2,842	-	2,842	-	-	0.0%	2,842	0.0%	
21 - PLANNING					-	0.0%	-	0.0%	
Revenue	(1,592,490)	(1,320,784)	(1,305,532)	(1,165,867)	(154,917)	13.3%	(271,706)	82.9%	
411 - LICENSES-FEES & PERMITS	(125,100)	(79,304)	(125,100)	(69,420)	(9,884)	14.2%	(45,796)	63.4%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(35,000)	(72,158)	(18,900)	(19,877)	(52,281)	263.0%	37,158	206.2%	
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)	(50,100)	(100)	-	(50,100)	0.0%	50,000	50100.1%	
480 - GENERAL REVENUE ALLOCATIONS	(1,382,290)	(1,119,222)	(1,111,432)	(1,026,569)	(92,653)	9.0%	(263,068)	81.0%	
Expense	1,592,490	671,685	1,305,532	623,368	48,317	7.8%	920,805	42.2%	
510 - PERSONNEL	843,132	645,093	806,104	585,175	59,918	10.2%	198,039	76.5%	
520 - MATERIALS & SERVICES	749,358	26,592	499,428	38,192	(11,601)	-30.4%	722,766	3.5%	
530 - CAPITAL OUTLAY	-	-	-	-	-	0.0%	-	0.0%	
22 - PUBLIC WORKS					-	0.0%	-	0.0%	

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	
Revenue	(153,178)	(283,513)	(149,323)	(207,257)	(76,256)	36.8%	130,335	185.1%	
411 - LICENSES-FEES & PERMITS	(15,000)	(11,279)	(15,000)	(18,057)	6,778	-37.5%	(3,721)	75.2%	
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%	
Expense	153,178	42,913	149,323	49,681	(6,768)	-13.6%	110,265	28.0%	
510 - PERSONNEL	50,078	32,872	43,423	34,680	(1,808)	-5.2%	17,206	65.6%	
520 - MATERIALS & SERVICES	101,472	10,041	104,272	15,002	(4,961)	-33.1%	91,431	9.9%	
530 - CAPITAL OUTLAY	1,628	-	1,628	-	-	0.0%	1,628	0.0%	
24 - PREVENTION DIVISION					-	0.0%	-	0.0%	
Revenue	(2,456,139)	(2,221,838)	(2,000,224)	(1,815,989)	(405,849)	22.3%	(234,301)	90.5%	
411 - LICENSES-FEES & PERMITS	-	-	(1,000)	-	-	0.0%	-	0.0%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(263,157)	(140,589)	(223,714)	(54,785)	(85,803)	156.6%	(122,568)	53.4%	
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)	(272,375)	(7,550)	(264,439)	(7,936)	3.0%	85,200	145.5%	
480 - GENERAL REVENUE ALLOCATIONS	(1,638,807)	(1,497,539)	(1,417,460)	(1,189,296)	(308,243)	25.9%	(141,268)	91.4%	
Expense	2,456,139	904,136	2,000,224	973,976	(69,840)	-7.2%	1,552,003	36.8%	
510 - PERSONNEL	956,718	631,217	854,425	696,171	(64,954)	-9.3%	325,501	66.0%	
520 - MATERIALS & SERVICES	1,499,421	272,919	1,145,799	277,805	(4,886)	-1.8%	1,226,502	18.2%	
530 - CAPITAL OUTLAY	-	-	-	-	-	0.0%	-	0.0%	
90 - TRANSFERS					-	0.0%	-	0.0%	
Revenue	(459,770)	(275,000)	(459,770)	(275,000)	-	0.0%	(184,770)	59.8%	
450 - TRANSFERS IN	(459,770)	(275,000)	(459,770)	(275,000)	-	0.0%	(184,770)	59.8%	
Expense	5,705,725	4,425,104	2,507,670	1,892,127	2,532,978	133.9%	1,280,621	77.6%	
550 - TRANSFERS OUT	5,705,725	4,425,104	2,507,670	1,892,127	2,532,978	133.9%	1,280,621	77.6%	
Grand Total	(5,395,608)	(18,573,940)	(9,080,965)	(18,714,117)	140,177	-0.7%	13,178,332	344.2%	

FY24 Wasco County - 2024-03 March

as of: 4/9/2024

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	
00 - NON-DEPARTMENTAL RESOURCES					-	0.0%	-	0.0%
Revenue	(3,201,806)	(4,805,112)	(3,341,050)	(3,479,943)	(1,325,169)	38.1%	1,603,306	150.1%
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)	(152,103)	(16,622)	(58,961)	(93,142)	158.0%	91,226	249.9%
25 - BUILDING CODES					-	0.0%	-	0.0%
Revenue	(765,500)	(1,355,602)	(794,138)	(344,549)	(1,011,054)	293.4%	590,102	177.1%
411 - LICENSES-FEES & PERMITS	(465,500)	(1,271,587)	(494,138)	(282,434)	(989,153)	350.2%	806,087	273.2%
421 - MISCELLANEOUS	(300,000)	(84,015)	(300,000)	(62,114)	(21,901)	35.3%	(215,985)	28.0%
Expense	1,543,780	618,912	1,585,491	443,517	175,394	39.5%	924,868	40.1%
510 - PERSONNEL	455,172	244,274	500,320	327,013	(82,738)	-25.3%	210,898	53.7%
520 - MATERIALS & SERVICES	488,608	374,637	485,171	116,504	258,133	221.6%	113,971	76.7%
530 - CAPITAL OUTLAY	600,000	-	600,000	-	-	0.0%	600,000	0.0%
90 - TRANSFERS	-	-			-	0.0%	-	0.0%
Grand Total	(2,423,526)	(5,541,802)	(2,549,697)	(3,380,974)	(2,160,828)	63.9%	3,118,276	228.7%

FY24 Wasco County - 2024-03 March

as of: 4/9/2024

Building Codes

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

Fund
SubDept
Not used

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				
00 - NON-DEPARTMENTAL RESOURCES					-	0.0%	-	0.0%
Revenue	(571,881)	(627,133)	(676,806)	(678,658)	51,525	-7.6%	55,252	109.7%
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)	(18,609)	(3,032)	(10,816)	(7,793)	72.1%	7,354	165.3%
25 - BUILDING CODES					-	0.0%	-	0.0%
Revenue	(102,193)	(385,096)	(98,943)	(89,052)	(296,044)	332.4%	282,903	376.8%
411 - LICENSES-FEES & PERMITS	(101,817)	(382,771)	(98,567)	(88,902)	(293,869)	330.6%	280,954	375.9%
421 - MISCELLANEOUS	(376)	(2,325)	(376)	(150)	(2,175)	1450.0%	1,949	618.4%
Expense	245,159	124,574	239,923	166,444	(41,869)	-25.2%	120,585	50.8%
510 - PERSONNEL	201,360	98,776	197,286	143,711	(44,935)	-31.3%	102,584	49.1%
520 - MATERIALS & SERVICES	43,799	25,799	42,637	22,733	3,066	13.5%	18,000	58.9%
530 - CAPITAL OUTLAY	-	-	-	-	-	0.0%	-	0.0%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
Grand Total	(428,915)	(887,655)	(535,826)	(601,267)	(286,388)	47.6%	458,740	207.0%

FY24 Wasco County - 2024-03 March

as of: 4/9/2024

Public Works

Fund	2020 - PUBLIC WORKS FUND
Segment 3	All
Segment 4	All

Fund
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
00 - NON-DEPARTMENTAL RESOURCES								
Revenue		(3,378,219)	(3,284,903)	(3,254,712)	(3,260,039)	(24,864)	0.8%	(93,316) 97.2%
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)	(2,385)	2,385	-100.0%	(3,180) 0.0%
417 - INVESTMENT EARNINGS		(55,424)	(66,009)	(40,000)	(47,271)	(18,738)	39.6%	10,585 119.1%
22 - PUBLIC WORKS								
Revenue		(4,059,927)	(3,190,488)	(4,113,680)	(2,648,223)	(542,265)	20.5%	(869,439) 78.6%
411 - LICENSES-FEES & PERMITS		(15,000)	(8,954)	(12,000)	(7,249)	(1,706)	23.5%	(6,046) 59.7%
412 - INTERGOV REV-NON-SINGLE AUDIT		(3,125,000)	(2,883,895)	(3,258,575)	(2,387,346)	(496,549)	20.8%	(241,105) 92.3%
413 - INTERGOV REV-SINGLE AUDIT		(571,427)	(710)	(513,605)	-	(710)	0.0%	(570,717) 0.1%
414 - CHARGES FOR SERVICE		(336,000)	(275,705)	(307,000)	(252,781)	(22,925)	9.1%	(60,295) 82.1%
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	3,613,072	4,153,582	3,288,088	324,984	9.9%	604,486 85.7%
510 - PERSONNEL		2,243,958	1,801,568	2,159,032	1,582,924	218,645	13.8%	442,390 80.3%
520 - MATERIALS & SERVICES		1,973,600	1,811,504	1,889,550	1,705,164	106,339	6.2%	162,096 91.8%
530 - CAPITAL OUTLAY		-	-	105,000	-	-	0.0%	- 0.0%
90 - TRANSFERS								
Revenue		-	-	-	-	-	0.0%	- 0.0%
450 - TRANSFERS IN		-	-	-	-	-	0.0%	- 0.0%
Expense		-	-	-	-	-	0.0%	- 0.0%
550 - TRANSFERS OUT		-	-	-	-	-	0.0%	- 0.0%
Grand Total		(3,220,588)	(2,862,319)	(3,214,810)	(2,620,175)	(242,144)	9.2%	(358,269) 88.9%

FY24 Wasco County - 2024-03 March

as of: 4/9/2024

PW Reserve & Supplemental Road

Fund	3210 - ROAD RESERVE 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		FY24 Budget - FY24 Budget	
					Actual	Variance	Actual	Execution
00 - NON-DEPARTMENTAL RESOURCES					-	0.0%	-	0.0%
Revenue	(4,645,332)	(4,714,467)	(3,707,355)	(4,547,089)	(167,378)	3.7%	69,135	101.5%
400 - BEGINNING FUND BALANCE	(4,554,517)	(4,586,982)	(3,685,355)	(4,468,927)	(118,055)	2.6%	32,465	100.7%
417 - INVESTMENT EARNINGS	(90,815)	(127,486)	(22,000)	(78,162)	(49,324)	63.1%	36,671	140.4%
22 - PUBLIC WORKS					-	0.0%	-	0.0%
Revenue	-	-	-	-	-	0.0%	-	0.0%
412 - INTERGOV REV-NON-SINGLE AUD	-	-	-	-	-	0.0%	-	0.0%
Expense	4,645,332	619,458	3,707,355	-	619,458	0.0%	4,025,874	13.3%
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%	1,872,997	9.8%
530 - CAPITAL OUTLAY	2,168,260	15,382	2,168,260	-	15,382	0.0%	2,152,878	0.7%
90 - TRANSFERS					-	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%
Grand Total	-	(4,095,010)	-	(4,547,089)	452,079	-9.9%	4,095,010	0.0%

FY24 Wasco County - 2024-03 March

as of: 4/9/2024

PW Reserve & Supplemental Road

Fund	2021 - SUPPLEMENTAL PUBLIC ROAD FL Fund	
Segment 3	All	SubDept
Segment 4	All	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	Execution
00 - NON-DEPARTMENTAL RESOURCES					-		0.0%	-	0.0%
Revenue	-	(13,887)	-	-	(13,887)		0.0%	13,887	0.0%
417 - INVESTMENT EARNINGS	-	(13,887)	-	-	(13,887)		0.0%	13,887	0.0%
22 - PUBLIC WORKS					-		0.0%	-	0.0%
Revenue	(527,743)	(527,743)	-	-	(527,743)		0.0%	0	100.0%
413 - INTERGOV REV-SINGLE AUDIT	(527,743)	(527,743)	-	-	(527,743)		0.0%	0	100.0%
Expense	1,055,486	-	-	-	-		0.0%	1,055,486	0.0%
510 - PERSONNEL	527,743	-	-	-	-		0.0%	527,743	0.0%
520 - MATERIALS & SERVICES	527,743	-	-	-	-		0.0%	527,743	0.0%
90 - TRANSFERS					-		0.0%	-	0.0%
Revenue	(527,743)	(527,743)	-	-	(527,743)		0.0%	-	100.0%
450 - TRANSFERS IN	(527,743)	(527,743)	-	-	(527,743)		0.0%	-	100.0%
Grand Total	-	(1,069,374)	-	-	(1,069,374)		0.0%	1,069,374	0.0%

FY24 Wasco County - 2024-03 March

as of: 4/9/2024

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		FY24 Budget - FY24 Budget	
						Actual Variance	FY24-FY23 %	Actual	Execution
00 - NON-DEPARTMENTAL RESOURCES						-	0.0%	-	0.0%
Revenue		(388,550)	(238,912)	(275,764)	(365,453)	126,541	-34.6%	(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)	(4,519)	4,202	-93.0%	(3,484)	8.3%
16 - SHERIFF						-	0.0%	-	0.0%
Revenue		(1,016,993)	(618,619)	(1,039,399)	(615,827)	(2,793)	0.5%	(398,374)	60.8%
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)	(276,745)	(370,361)	(276,271)	(473)	0.2%	(94,248)	74.6%
421 - MISCELLANEOUS		(100)	(105)	(100)	(388)	282	-72.8%	5	105.4%
Expense		1,341,259	939,836	1,275,542	882,997	56,839	6.4%	401,423	70.1%
510 - PERSONNEL		1,063,757	817,301	1,015,087	742,975	74,326	10.0%	246,456	76.8%
520 - MATERIALS & SERVICES		277,502	122,535	260,455	140,022	(17,487)	-12.5%	154,967	44.2%
530 - CAPITAL OUTLAY		-	-	-	-	-	0.0%	-	0.0%
540 - DEBT SERVICE		-	-	-	-	-	0.0%	-	0.0%
90 - TRANSFERS						-	0.0%	-	0.0%
Revenue		(150,716)	(113,037)	(150,457)	(112,842)	(195)	0.2%	(37,679)	75.0%
450 - TRANSFERS IN		(150,716)	(113,037)	(150,457)	(112,842)	(195)	0.2%	(37,679)	75.0%
Expense		60,000	45,000	30,000	22,500	22,500	100.0%	15,000	75.0%
550 - TRANSFERS OUT		60,000	45,000	30,000	22,500	22,500	100.0%	15,000	75.0%
Grand Total		(155,000)	14,267	(160,078)	(188,625)	202,893	-107.6%	(169,267)	-9.2%

FY24 Wasco County - 2024-03 March

as of: 4/9/2024

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
00 - NON-DEPARTMENTAL RESOURCES						-	0.0%	-	0.0%
Revenue	(350,890)	(358,549)	(308,903)	(314,464)		(44,085)	14.0%	7,659	102.2%
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)	(11,084)	(548)	(5,629)		(5,455)	96.9%	5,084	184.7%
16 - SHERIFF						-	0.0%	-	0.0%
Revenue	-	-	-	-		-	0.0%	-	0.0%
413 - INTERGOV REV-SINGLE AUDIT	-	-	-	-		-	0.0%	-	0.0%
Expense	410,890	-	338,903	-		-	0.0%	410,890	0.0%
530 - CAPITAL OUTLAY	410,890	-	338,903	-		-	0.0%	410,890	0.0%
90 - TRANSFERS						-	0.0%	-	0.0%
Revenue	(60,000)	(45,000)	(30,000)	(22,500)		(22,500)	100.0%	(15,000)	75.0%
450 - TRANSFERS IN	(60,000)	(45,000)	(30,000)	(22,500)		(22,500)	100.0%	(15,000)	75.0%
Expense	-	-	-	-		-	0.0%	-	0.0%
550 - TRANSFERS OUT	-	-	-	-		-	0.0%	-	0.0%
Grand Total	-	(403,549)	-	(336,964)		(66,585)	19.8%	403,549	0.0%

FY24 Wasco County - 2024-03 March

as of: 4/9/2024

Community Corrections

Fund	2270 - COMMUNITY CORRECTIONS 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	
00 - NON-DEPARTMENTAL RESOURCES					-	0.0%	-	0.0%	
Revenue	(1,211,559)	(1,421,649)	(1,084,557)	(1,089,061)	(332,588)	30.5%	210,090	117.3%	
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)	(33,140)	(10,000)	(26,980)	(6,160)	22.8%	3,235	110.8%	
16 - SHERIFF					-	0.0%	-	0.0%	
Revenue	(1,517,500)	(1,123,850)	(1,777,148)	(1,518,045)	394,195	-26.0%	(393,650)	74.1%	
411 - LICENSES-FEES & PERMITS	(22,000)	(35,184)	(32,000)	(24,916)	(10,267)	41.2%	13,184	159.9%	
412 - INTERGOV REV-NON-SINGLE AUDIT	(1,495,500)	(1,079,666)	(1,745,148)	(1,490,746)	411,079	-27.6%	(415,834)	72.2%	
421 - MISCELLANEOUS	-	(9,000)	-	(2,383)	(6,617)	277.7%	9,000	0.0%	
Expense	2,355,256	1,370,674	2,487,902	1,240,638	130,036	10.5%	984,582	58.2%	
510 - PERSONNEL	787,019	606,240	948,329	583,137	23,103	4.0%	180,779	77.0%	
520 - MATERIALS & SERVICES	1,101,029	764,434	989,573	657,501	106,933	16.3%	336,595	69.4%	
530 - CAPITAL OUTLAY	467,208	-	550,000	-	-	0.0%	467,208	0.0%	
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%	
Grand Total	(373,803)	(1,174,826)	(373,803)	(1,366,468)	191,642	-14.0%	801,023	314.3%	

FY24 Wasco County - 2024-03 March

as of: 4/9/2024

Fair&Park

Fund	2030 - COUNTY FAIR 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
00 - NON-DEPARTMENTAL RESOURCES						-	0.0%	-	0.0%
Revenue	(263,329)	(292,160)	(306,278)	(310,148)	17,989	-5.8%	28,831	110.9%	
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)	(7,515)	(1,562)	(5,432)	(2,082)	38.3%	1,259	120.1%	
18 - ADMINISTRATION					-	0.0%	-	0.0%	
Revenue	(214,252)	(196,471)	(180,228)	(232,506)	36,035	-15.5%	(17,781)	91.7%	
411 - LICENSES-FEES & PERMITS	(108,085)	(103,086)	(109,861)	(106,954)	3,868	-3.6%	(4,999)	95.4%	
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)	(200)	200	-100.0%	-	0.0%	
419 - CONTRIBUTIONS & DONATIONS	(19,000)	(38,573)	(10,000)	(12,775)	(25,799)	202.0%	19,573	203.0%	
421 - MISCELLANEOUS	(34,000)	(1,646)	-	(59,411)	57,765	-97.2%	(32,354)	4.8%	
Expense	331,471	289,449	259,591	254,795	34,655	13.6%	42,022	87.3%	
510 - PERSONNEL	24,610	38,871	33,391	20,284	18,587	91.6%	(14,261)	157.9%	
520 - MATERIALS & SERVICES	245,861	230,378	226,200	234,510	(4,132)	-1.8%	15,483	93.7%	
530 - CAPITAL OUTLAY	61,000	20,200	-	-	20,200	0.0%	40,800	33.1%	
90 - TRANSFERS	12,000	(38,000)	22,000	7,280	(45,280)	-622.0%	50,000	-316.7%	
Grand Total	(134,110)	(237,182)	(204,915)	(280,580)	43,398	-15.5%	103,072	176.9%	

as of: 4/9/2024

Fund	2230 - PARKS FUND
Segment 3	All
Segment 4	All

[illegible]

FY24 Wasco County - 2024-03 March

as of: 4/9/2024

Reserve & 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
3220 - CAPITAL ACQUISITIONS FUND		-	(2,542,255)	-	(2,818,438)	276,183	-9.8%	2,542,255 0.0%
00 - NON-DEPARTMENTAL RESOURCES								
Revenue		(3,061,875)	(3,082,784)	(3,799,511)	(3,809,643)	726,859	-19.1%	20,909 100.7%
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)	(51,002)	(19,300)	(46,456)	(4,546)	9.8%	(1,382) 97.4%
18 - ADMINISTRATION								
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	4,269,353	4,549,511	1,553,705	2,715,649	174.8%	3,764,288 53.1%
520 - MATERIALS & SERVICES		-	3,666	-	-	3,666	0.0%	(3,666) 0.0%
530 - CAPITAL OUTLAY		8,033,641	4,265,687	4,549,511	1,553,705	2,711,983	174.5%	3,767,954 53.1%
90 - TRANSFERS								
Revenue		(4,971,766)	(3,728,824)	(750,000)	(562,500)	(3,166,324)	562.9%	(1,242,942) 75.0%
450 - TRANSFERS IN		(4,971,766)	(3,728,824)	(750,000)	(562,500)	(3,166,324)	562.9%	(1,242,942) 75.0%
3260 - CAPITAL IMPROVEMENT RESERVE		-	(5,954,181)	-	(5,295,643)	(658,538)	12.4%	5,954,181 0.0%
00 - NON-DEPARTMENTAL RESOURCES								
Revenue		(5,707,810)	(5,934,617)	(3,725,503)	(3,726,689)	(2,207,927)	59.2%	226,807 104.0%
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)	(212,439)	(98,000)	(131,888)	(80,550)	61.1%	12,087 106.0%
18 - ADMINISTRATION								
Revenue		(1,124,342)	(80,809)	-	(1,071,009)	990,200	-92.5%	(1,043,533) 7.2%
412 - INTERGOV REV-NON-SINGLE AUDIT		(1,124,342)	(6,538)	-	(1,000,000)	993,462	-99.3%	(1,117,804) 0.6%
421 - MISCELLANEOUS		-	-	-	-	-	0.0%	- 0.0%
490 - OTHER FINANCING		-	(74,271)	-	(71,009)	(3,262)	4.6%	74,271 0.0%
Expense		6,832,152	61,245	4,505,587	87,118	(25,873)	-29.7%	6,770,907 0.9%
530 - CAPITAL OUTLAY		6,832,152	61,245	4,505,587	87,118	(25,873)	-29.7%	6,770,907 0.9%
90 - TRANSFERS								
Revenue		-	-	(780,084)	(585,063)	585,063	-100.0%	- 0.0%
450 - TRANSFERS IN		-	-	(780,084)	(585,063)	585,063	-100.0%	- 0.0%
Expense		-	-	-	-	-	0.0%	- 0.0%

FY24 Wasco County - 2024-03 March

as of: 4/9/2024

Reserve & 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%
99 - NON-DEPARTMENTAL EXPENDITURES					-	0.0%	-	0.0%
Expense	-	-	-	-	-	0.0%	-	0.0%
550 - TRANSFERS OUT	-	-	-	-	-	0.0%	-	0.0%
3270 - GENERAL OPERATING RESERVE	-	(6,542,203)	-	(8,515,107)	1,972,903	-23.2%	6,542,203	0.0%
00 - NON-DEPARTMENTAL RESOURCES					-	0.0%	-	0.0%
Revenue	(8,845,506)	(9,006,279)	(7,687,681)	(8,505,915)	(500,363)	5.9%	160,773	101.8%
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	-100.0%	-	0.0%
417 - INVESTMENT EARNINGS	(160,512)	(239,286)	(17,600)	(141,367)	(97,919)	69.3%	78,774	149.1%
421 - MISCELLANEOUS	-	-	-	-	-	0.0%	-	0.0%
18 - ADMINISTRATION					-	0.0%	-	0.0%
Expense	8,845,506	2,464,076	8,469,310	577,031	1,887,045	327.0%	6,381,430	27.9%
510 - PERSONNEL	1,600,000	1,600,000	-	-	1,600,000	0.0%	-	100.0%
520 - MATERIALS & SERVICES	7,245,506	864,076	8,469,310	577,031	287,045	49.7%	6,381,430	11.9%
530 - CAPITAL OUTLAY	-	-	-	-	-	0.0%	-	0.0%
90 - TRANSFERS					-	0.0%	-	0.0%
Revenue	-	-	(781,629)	(586,222)	586,222	-100.0%	-	0.0%
450 - TRANSFERS IN	-	-	(781,629)	(586,222)	586,222	-100.0%	-	0.0%
Grand Total	-	(15,038,639)	-	(16,629,188)	1,590,549	-9.6%	15,038,639	0.0%

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as of: 4/9/2024

Appropriation General Fund

Fund	1010 - GENERAL FUND
Segment 3	All
Segment 4	All

Fund
SubDept
Not used

0

Column Labels 2024						2023			
Depts/Account Categories	Revised Budget	Actual	Revised Budget	Actual		FY24- FY23		FY24 Budget - FY24 Budget	
						Actual Variance	FY24-FY23 %	Actual	Execution
12 - ASSESSMENT & TAXATION	1,431,334	710,591	1,059,958	619,861		90,730	14.6%	720,743	49.6%
15 - COUNTY CLERK	833,769	334,863	872,718	306,347		28,516	9.3%	498,906	40.2%
16 - SHERIFF	5,956,874	2,375,217	4,809,127	2,262,650		112,567	5.0%	3,581,657	39.9%
17 - ADMINISTRATIVE SERVICES	7,035,016	3,054,575	5,533,641	2,667,171		387,403	14.5%	3,980,441	43.4%
18 - ADMINISTRATION	4,333,848	3,494,937	4,796,285	3,362,756		132,180	3.9%	838,911	80.6%
19 - DISTRICT ATTORNEY	1,130,081	796,453	1,279,521	769,745		26,708	3.5%	333,628	70.5%
21 - PLANNING	1,592,490	671,685	1,305,532	623,368		48,317	7.8%	920,805	42.2%
22 - PUBLIC WORKS	153,178	42,913	149,323	49,681		(6,768)	-13.6%	110,265	28.0%
24 - PREVENTION DIVISION	2,456,139	904,136	2,000,224	973,976		(69,840)	-7.2%	1,552,003	36.8%
90 - TRANSFERS	5,705,725	4,425,104	2,507,670	1,892,127		2,532,978	133.9%	1,280,621	77.6%
91 - CONTINGENCY	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%
Grand Total	36,024,062	16,810,473	33,394,964	13,527,682		3,282,791	24.3%	19,213,589	46.7%

FY24 Wasco County - 2024-03 March

as of: 4/9/2024

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
Expense			56,551,932	16,651,383	45,811,210	11,064,784	5,586,598	50.5%	39,900,549	29.4%
1500 - BUILDING CODES GENERAL			3,967,306	618,912	4,135,188	443,517	175,394	39.5%	3,348,394	15.6%
25 - BUILDING CODES			1,543,780	618,912	1,585,491	443,517	175,394	39.5%	924,868	40.1%
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%
1600 - BUILDING CODES - ELECTRICAL			674,074	124,574	775,749	166,444	(41,869)	-25.2%	549,500	18.5%
25 - BUILDING CODES			245,159	124,574	239,923	166,444	(41,869)	-25.2%	120,585	50.8%
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%
2020 - PUBLIC WORKS FUND			7,438,146	3,613,072	7,368,392	3,288,088	324,984	9.9%	3,825,074	48.6%
22 - PUBLIC WORKS			4,217,558	3,613,072	4,153,582	3,288,088	324,984	9.9%	604,486	85.7%
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%
2030 - COUNTY FAIR FUND			515,581	289,449	514,506	290,075	(625)	-0.2%	226,132	56.1%
18 - ADMINISTRATION			331,471	289,449	259,591	254,795	34,655	13.6%	42,022	87.3%
90 - TRANSFERS			50,000	-	50,000	35,280	(35,280)	-100.0%	50,000	0.0%
91 - CONTINGENCY			134,110	-	110,850	-	-	0.0%	134,110	0.0%
93 - UNAPPROPRIATED			-	-	94,065	-	-	0.0%	-	0.0%
2040 - COUNTY SCHOOL FUND			441,365	-	427,541	-	-	0.0%	441,365	0.0%
18 - ADMINISTRATION			441,365	-	427,541	-	-	0.0%	441,365	0.0%
2050 - LAND CORNER PRESERVATION FUND			176,970	16,735	192,452	18,453	(1,719)	-9.3%	160,235	9.5%
22 - PUBLIC WORKS			29,427	16,735	26,495	18,453	(1,719)	-9.3%	12,692	56.9%
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%
2060 - FOREST HEALTH PROGRAM FUND			566,788	-	501,726	-	-	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 - 2024-03 March

as of: 4/9/2024

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%
2070 - HOUSEHOLD HAZARDOUS WASTE FUND	398,783	-	390,872	-	-	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%
2080 - SPECIAL ECON DEV PAYMENTS FUND	7,314,397	2,021,122	4,028,386	2,329,554	(308,432)	-13.2%	5,293,275	27.6%
18 - ADMINISTRATION	7,034,397	1,741,122	3,748,386	2,049,554	(308,432)	-15.0%	5,293,275	24.8%
90 - TRANSFERS	280,000	280,000	280,000	280,000	-	0.0%	-	100.0%
2090 - LAW LIBRARY FUND	195,475	21,636	155,401	33,470	(11,834)	-35.4%	173,839	11.1%
19 - DISTRICT ATTORNEY	49,829	21,636	49,829	33,470	(11,834)	-35.4%	28,193	43.4%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	145,646	-	105,572	-	-	0.0%	145,646	0.0%
93 - UNAPPROPRIATED	-	-	-	-	-	0.0%	-	0.0%
2100 - DISTRICT ATTORNEY	11,654	1,417	6,254	1,350	67	5.0%	10,237	12.2%
19 - DISTRICT ATTORNEY	11,654	1,417	6,254	1,350	67	5.0%	10,237	12.2%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	-	-	-	-	-	0.0%	-	0.0%
2110 - MUSEUM	393,012	80,574	313,385	54,981	25,593	46.5%	312,438	20.5%
18 - ADMINISTRATION	132,086	80,574	135,069	54,981	25,593	46.5%	51,512	61.0%
91 - CONTINGENCY	178,316	-	178,316	-	-	0.0%	178,316	0.0%
93 - UNAPPROPRIATED	82,610	-	-	-	-	0.0%	82,610	0.0%
2200 - 911 COMMUNICATIONS FUND	1,556,259	984,836	1,465,620	905,497	79,339	8.8%	571,423	63.3%
16 - SHERIFF	1,341,259	939,836	1,275,542	882,997	56,839	6.4%	401,423	70.1%
90 - TRANSFERS	60,000	45,000	30,000	22,500	22,500	100.0%	15,000	75.0%
91 - CONTINGENCY	155,000	-	160,078	-	-	0.0%	155,000	0.0%
2230 - PARKS FUND	948,985	84,124	717,369	71,782	12,341	17.2%	864,861	8.9%
18 - ADMINISTRATION	847,637	84,124	554,381	71,782	12,341	17.2%	763,513	9.9%
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%
2270 - COMMUNITY CORRECTIONS FUND	2,729,059	1,370,674	2,861,705	1,240,638	130,036	10.5%	1,358,385	50.2%
16 - SHERIFF	2,355,256	1,370,674	2,487,902	1,240,638	130,036	10.5%	984,582	58.2%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	373,803	-	373,803	-	-	0.0%	373,803	0.0%
93 - UNAPPROPRIATED	-	-	-	-	-	0.0%	-	0.0%
2290 - COURT FACILITIES SECURITY FUND	369,845	-	296,021	1,497	(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 - 2024-03 March

as of: 4/9/2024

Appropriation all other Funds

Depts/Account Categories	Column Labels 2024		2023					
	Revised Budget	Actual	Revised Budget	Actual	FY24- FY23 Actual Variance	FY24-FY23 %	FY24 Budget - Actual	FY24 Budget Execution
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
91 - CONTINGENCY	318,845	-	245,021	-	-	0.0%	318,845	0.0%
2330 - KRAMER FIELD DEVELOP RESERVE	37,279	4,600	35,910	-	4,600	0.0%	32,679	12.3%
18 - ADMINISTRATION	37,279	4,600	35,910	-	4,600	0.0%	32,679	12.3%
2370 - CLERK RECORDS FUND	49,433	5,527	54,067	1,585	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%
3210 - ROAD RESERVE FUND	4,645,332	619,458	3,707,355	-	619,458	0.0%	4,025,874	13.3%
22 - PUBLIC WORKS	4,645,332	619,458	3,707,355	-	619,458	0.0%	4,025,874	13.3%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
3220 - CAPITAL ACQUISITIONS FUND	8,033,641	4,269,353	4,549,511	1,553,705	2,715,649	174.8%	3,764,288	53.1%
18 - ADMINISTRATION	8,033,641	4,269,353	4,549,511	1,553,705	2,715,649	174.8%	3,764,288	53.1%
3240 - 911 EQUIPMENT RESERVE	410,890	-	338,903	-	-	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%
3260 - CAPITAL IMPROVEMENT RESERVE	6,832,152	61,245	4,505,587	87,118	(25,873)	-29.7%	6,770,907	0.9%
18 - ADMINISTRATION	6,832,152	61,245	4,505,587	87,118	(25,873)	-29.7%	6,770,907	0.9%
90 - TRANSFERS	-	-	-	-	-	0.0%	-	0.0%
99 - NON-DEPARTMENTAL EXPENDITURES	-	-	-	-	-	0.0%	-	0.0%
3270 - GENERAL OPERATING RESERVE	8,845,506	2,464,076	8,469,310	577,031	1,887,045	327.0%	6,381,430	27.9%
18 - ADMINISTRATION	8,845,506	2,464,076	8,469,310	577,031	1,887,045	327.0%	6,381,430	27.9%
Grand Total	56,551,932	16,651,383	45,811,210	11,064,784	5,586,598	50.5%	39,900,549	29.4%



MEMORANDUM

SUBJECT: New Meeting Venue

TO: BOARD OF COUNTY COMMISSIONERS

FROM: STEPHANIE KRELL, PUBLIC INFORMATION OFFICER

DATE: APRIL 11, 2024

BACKGROUND INFORMATION:

Wasco County is excited to announce that beginning May 1, 2024, the Board of County Commissioners meetings will be held in our new office space located at 401 E. 3rd Street (formerly known as the GOBHI building). This new space will allow community members easier access to Commissioner meetings. To better prepare you for this change, please review the important information below:

- Street parking is available and there is also a designated disabled parking spot along 3rd Street, near the Social Security Office.
- Enter the board room using the entrance on Federal Street. Look for Wasco County signage.
- There is ample seating and ADA compliant restrooms available for those attending in-person.
- You can also join the meeting online at: <https://wascocounty-org.zoom.us/j/3957734524> or call in to **1-253-215-8782 Meeting ID: 3957734524#**

Your participation and engagement are invaluable, so mark your calendars and join us at the new venue for important discussions and decisions shaping the future of our community. We look forward to seeing you there!





**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION**

APRIL 3, 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)
Phil Brady, County Commissioner

STAFF: Kathy Clark, Executive Assistant
Tyler Stone, Administrative Officer

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

Discussion Item – Youth Services Diversion Funding

Youth Services Director Molly Rogers reviewed the memo in the Board Packet saying she would like to start a conversation with Oregon Youth Authority (OYA) to plan for the diversion funding allocated to Wasco County for the next biennium. Historically, we have pooled our funding with Central and Eastern Oregon Juvenile Justice Consortium (CEOJCC). She said we will still contribute funding to CEOJCC but would work directly with OYA for the application of diversion funding.

Vice-Chair Hege asked if there will be any impact on the other CEOJCC counties or NORCOR if other counties follow suit. Ms. Rogers said that is one of the reasons she wants to approach this slowly. She said we will be like Deschutes County who applies their individual services funding through CEOJCC and their diversion funding locally. Like Wasco County, they have a detention facility. In some ways, this will free up space at NORCOR for other counties.

Vice-Chair Hege pointed out that NORCOR is negotiating new rates with CEOJCC. He asked if that will mean more funds will be used through CEOJCC. Ms. Rogers responded affirmatively. Vice-Chair Hege said he just does not want to see a snowball effect. Ms. Rogers said CEOJCC will need to redefine themselves; things are not the same as when it was established in the 1990s.

Vice-Chair Hege asked if CEOJCC has staff. Ms. Rogers replied that they have a business manager. Vice-Chair Hege asked for some history on CEOJCC. Ms.

Rogers said in the 1990s there was a court ruling that shut down juvenile detention in all of the eastern Oregon Counties because there were no separate juvenile facilities. Funding was identified to keep kids from having to be housed in local adult facilities but the smaller counties did not receive enough to have a significant impact. CEOJCC was established to allow counties to pool their funding in order to keep kids local rather than sending them to State facilities. COEJCC supports professional development and keeping kids local. The state has become more engaged with counties and other changes in the law have had an impact.

Vice-Chair Hege asked if there is a continued purpose and plan for change. Ms. Rogers replied that Jeff Milligan has been the consultant for COEJCC for many years and will be leading that process.

Chair Kramer said that he has attended CEOJCC meetings and there is a real passion for the kids within that group.

{{Vice-Chair Hege moved to adopt the Juvenile Services Director's recommendation and authorize her to pursue any modifications needed to the original Chapter 190 Intergovernmental Agreement creating the Central and Eastern Oregon Juvenile Justice Consortium in order to work directly with Oregon Youth Authority to develop the 2025-2027 Diversion Plan for Wasco County. Commissioner Brady seconded the motion which passed unanimously.}}

Discussion Item – Summit Ridge Letter
--

Planning Director Kelly Howsley-Glover reviewed the memo and letter included in the Board Packet. She noted that the company is reapplying; that will come to the Board at a future session. One of the ways they began the project was to construct a road. Because they are shuttering that site, the State wanted to know if leaving the road was acceptable to Wasco County. She said she consulted with the Public Works Director and he agrees that it is acceptable for them to leave the road.

Commissioner Brady pointed out that in Dufur tonight there will be an introductory meeting to the next phase of this project.

*****The Board was in consensus to send a letter regarding the Summit Ridge Wind Farm Site Certificate Termination to the Oregon Department of Energy.*****

Discussion Item – 15-Mile Watershed Council Appointment

Chair Kramer explained that the 15-Mile Watershed Council is requesting that the Board of County Commissioners appoint Kendal Johnson to their Watershed Council.

{{Vice-Chair Hege moved to approve Order 24-008 appointing Kendal Johnson to the 15-Mile Watershed Council. Commissioner Brady seconded the motion which passed unanimously.}}

Discussion Item – Purchase and Sale Agreement

Mr. Stone explained that through the SIP process, Wasco County negotiated for 35 acres to be transferred to the County as part of the agreement. Legal has gone through many iterations of the Purchase and Sale agreement; the final version is in the Board Packet. This represents the last piece of the process.

Commissioner Brady said that this is good for the community.

Chair Kramer pointed out language on page 16 that stated the property may not be in a fire protection district. County Counsel Kristen Campbell said that is language required by statute. Mr. Stone explained that “may” is saying that it is possible that the property is not in a fire district; it is cautioning the buyer to be aware of whether or not the property is within a fire district.

Vice-Chair Hege noted that Exhibit E talks about the property being subject to and required to have a PPA. Ms. Campbell stated that we engaged an environmental law expert to walk us through this issue. These documents exist and it was his opinion that most of the restrictions have been lifted with the exception of ground water extractions. We may need to do work if we want to put wells on the property. Vice-Chair Hege said there is not a plan for that so it will not inhibit development.

Chair Kramer thanked staff for the many years of work that was put into this.

{{Vice-Chair Hege moved to approve the Purchase and Sale Agreement between Wasco County and Moraine Industries for a portion of Parcel Tax Lot 2N 13E 33 200. I further move to authorize the Administrative Officer to sign any necessary documents, pending legal review, to complete the sales transaction. Commissioner Brady seconded the motion which passed unanimously.}}

Consent Agenda – 3.20.2024 Regular Session Minutes

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

Agenda Item – Emergency Management Grants

Emergency Manager Sheridan McClellan reviewed the memo regarding the close out of Homeland Security Grant 23-216.

Vice-Chair Hege asked if the equipment is here. Mr. McClellan responded affirmatively, saying that the next phase is to switch out equipment and donate the old equipment to districts in the county.

Commissioner Brady asked if the districts are aware that they will be getting the equipment. Mr. McClellan said that he has been working with them and hopes to transfer the equipment in the next 6 months.

Mr. McClellan went on to review the information included in the packet regarding an application for the Resilience Hubs and Networks Grant.

Commissioner Brady has asked what the interest has been from the other cities. Mr. McClellan said that he has some letters of support and is still working with Mosier and Dufur. All the cities will have their own annex of information.

Commissioner Brady asked how long it will take. Mr. McClellan replied that if successful, the project would be funded in June and take about a year to complete.

*****The Board was in consensus for the Emergency Manager to move forward with the Resilience Hubs and Networks Grant application.*****

Agenda Item – Brownfields Coalition Memorandum of Agreement

Mid-Columbia Economic Development District Energy and Project Manager Lindsay McClure referred to the memo included in the Board Packet and said she would be happy to answer any questions.

Commissioner Brady commented that it is pretty standard and straightforward. Chair Kramer commented that MCEDD is doing a great job of keeping us all moving in the right direction.

{{{Commissioner Brady moved to approve the Brownfield Assessment

Collation Memorandum of Agreement for EPA Cooperative Agreement 4B-02J51801-0 between Mid-Columbia Economic Development District, Columbia Cascade Housing Corporation, Sherman, Wasco, and Klickitat Counties. I further move to authorize Wasco County's Administrative Officer to sign future agreements related to the Brownfield Assessment Coalition pending legal review. Vice Chair Hege seconded the motion which passed unanimously.}}}

Commission Call

Commissioner Brady said that the Director for the Discovery Center is moving out of the area; they are searching for a replacement. They have received the title and deed from Bill Dick – that is moving forward.

Commissioner Brady reported that the Executive Director for North Central Public Health District is retiring; he is trying to move the work session process forward before that time. He said he would work with the NCPHD Board Chair and come back with a prospective date.

Chair Kramer said things have gone a little south regarding OHA funding for the Resolution Center. He has a meeting with the Strategic Program Director for the Mental Health Investment Team to try to get more funding. It is a new leadership team and they need time to get up to speed.

Mr. Stone said that the Little League opening ceremonies are this Saturday at 9 a.m. The Little League would like for the Board to attend.

Services for Chris McNeel are at Covenant Christian Church at 3 p.m. on Saturday.

Chair Kramer adjourned the meeting at 9:41 a.m.

Summary of Actions

MOTIONS

- **To adopt the Juvenile Services Director's recommendation and authorize her to pursue any modifications needed to the original Chapter 190 Intergovernmental Agreement creating the Central and Eastern Oregon Juvenile Justice Consortium in order to work directly with Oregon Youth Authority to develop the 2025-2027 Diversion Plan for Wasco County.**
- **To approve Order 24-008 appointing Kendal Johnson to the 15-Mile Watershed Council.**

- **To approve the Purchase and Sale Agreement between Wasco County and Moraine Industries for a portion of Parcel Tax Lot 2N 13E 33 200. I further move to authorize the Administrative Officer to sign any necessary documents, pending legal review, to complete the sales transaction.**
- **To approve the Consent Agenda: 3.20.2024 Regular Session Minutes.**
- **To approve the Brownfield Assessment Collation Memorandum of Agreement for EPA Cooperative Agreement 4B-02J51801-0 between Mid-Columbia Economic Development District, Columbia Cascade Housing Corporation, Sherman, Wasco, and Klickitat Counties. I further move to authorize Wasco County's Administrative Officer to sign future agreements related to the Brownfield Assessment Coalition pending legal review..**

CONSENSUS

- **To send a letter regarding the Summit Ridge Wind Farm Site Certificate Termination to the Oregon Department of Energy.**
- **For the Emergency Manager to move forward with the Resilience Hubs and Networks Grant application**

Wasco County
Board of Commissioners

Steven D. Kramer, Commission Chair

Vice-Chair Hege C. Hege, Vice-Chair

Philip L. Brady, County Commissioner

WASCO COUNTY LIBRARY SERVICE DISTRICT

AGENDA

WEDNESDAY, APRIL 17, 2024

LOCATION: This meeting will be held in Room 302 of the Wasco County Courthouse, 511 Washington Street, The Dalles, OR and will also be available for virtual attendance. You can join the meeting at <https://wascocounty-org.zoom.us/j/3957734524> or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

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

9:30 a.m.

CALL TO ORDER

9:30 a.m. Library Services IGA

12.6.2023 Minutes Approval

NEW / OLD BUSINESS

ADJOURN

FOURTH INTERGOVERNMENTAL AGREEMENT FOR LIBRARY SERVICES

This FOURTH INTERGOVERNMENTAL AGREEMENT FOR LIBRARY SERVICES (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**), and Wasco County Library Service District, a library services district duly formed and organized under the provisions of ORS Chapters 198 and 451 (**District**), for the City's provision of library services to the District.

WHEREAS, ORS 190.010 provides units of local government may enter written agreements with any other unit of local government for the performance of any or all functions and activities a party to the agreement has authority to perform;

WHEREAS, on July 1, 2007, the Parties entered that certain *Intergovernmental Agreement between the Wasco County Library and the City of The Dalles for Library Services*;

WHEREAS, on July 1, 2008, the Parties entered that certain *Second Intergovernmental Agreement between Wasco County Library and City of The Dalles for Library Services*;

WHEREAS, on July 1, 2010, the Parties entered that certain *Third Intergovernmental Agreement between Wasco County Library and City of The Dalles for Library Services*; and

WHEREAS, the Parties' course of performance since July 1, 2007, informed them of best practices convenient to the furtherance of City's provision of library services to the District and intend this Agreement to establish the continuing terms and conditions of such library services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree:

A. CITY RESPONSIBILITIES.

1. General. The City generally agrees to make library facilities and services available to the public and work in coordination with other branches of the District, all as provided in this Agreement.
2. The Dalles Library. The Parties' primary library facility is currently located at 722 Court Street in The Dalles, Oregon (**The Dalles Library**), and the Parties agree they may change its location by mutual written agreement.
3. Capital Improvements and Maintenance.

(a) Capital Improvements.

- (1) **Defined**. The Parties agree *capital improvements* are durable upgrades, adaptations, or enhancements of The Dalles Library that create a new asset and/or have a lifespan that is 15 years or longer, increasing its value and often including structural changes and major replacements; the Parties further agree examples of *capital improvements* include additions (e.g., constructing new deck or wing), whole-room renovations, major installations (e.g., installing central air

conditioning or new plumbing system), and replacing 30% or more of a building component (e.g., roof, windows, floors, electrical system, HVAC).

- (2) **Responsibility.** The City agrees to procure or perform The Dalles Library's capital improvements; provided, however, the City agrees to be responsible for only 50% of The Dalles Library's capital improvement costs, which it will pay from City funds appropriated through the City's annual budget process. The Parties agree to develop and maintain a 5-10 year *Capital Improvement Plan (CIP)* within six (6) months from this Agreement's effective date and informing them of the necessary resources each Party must budget to meet the CIP's expectations.

(b) Maintenance.

- (1) **Defined.** The Parties agree *maintenance* is generally an annual expense, that does not create a new asset and is incurred to keep The Dalles Library habitable and in proper working condition; the Parties further agree examples of *maintenance* include routine costs associated with painting, repairing existing HVAC units or toilets, maintaining parking lots, sidewalks, and landscaping and outdoor structural items, replacing shingles on a roof, floor covering installations, broken pipes, or broken or worn-out parts, and the costs associated with the inspection of such expenses.

- (2) **Responsibility.** The City agrees to procure or perform the Dalles Library's maintenance by utilizing the District's annually budgeted financial resources marked for disbursement to the City for the express and limited purpose of this Agreement's performance (**Awarded Funds**).

4. Personnel.

- (a) County Librarian. The City agrees to employ the County Librarian, a person agreed upon between the City and the District and responsible for the administration of the Wasco County Library system and designated as the District's Budget Officer. Since the County Librarian is a City employee, the City reserves the unilateral right to terminate their at-will employment like all other City employees. The City will conduct an annual performance evaluation of the County Librarian and shall solicit input from the Library Board.
- (b) Support Personnel. With respect to The Dalles Library, the City agrees to employ others as it deems necessary, including support staff to provide general patron services, maintenance services, library collection services, information services, and youth and adult services expressly as City employees. Since support staff are City employees, the City reserves the unilateral right to terminate their at-will employment like all other City employees.
- (c) Workers' Compensation. The City agrees to provide all required workers' compensation coverages for all City employees and volunteers contemplated by this Agreement.

5. Indirect Administrative and Overhead Costs. Since The Dalles Library is a City facility and its personnel are City employees, as part of the City budget process the City agrees

Fourth IGA for Library Services

Wasco County Library Service District – City of The Dalles

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to provide District a copy of the City's General Fund Transfers report detailing the City's methodology for calculating its costs for indirect administrative services and The Dalles Library operational overhead, including its costs for Finance Department staff time, Legal Department staff time, and all other administrative or personnel costs. This methodology is based on the total administrative costs of City departments that provide services to the Library broken out by use. Calculations take into account usages such as invoices, number of employees, agenda items, hours for legal services, facility services, or IT time. For each fiscal year during this Agreement's term, the City (through its City Manager and Finance Director) agrees to meet and provide the District Board with a yearly forecast and breakdown of its costs annually by April 1st to discuss that methodology as applied to the given fiscal year. The Parties agree the City's expenses for its indirect administrative and overhead costs contemplated by this Agreement are true and actual costs to the City and do not reflect a profit. The Parties agree the City reserves the discretion to reduce the amount it transfers to the District's pecuniary benefit.

6. Use of Awarded Funds. The City agrees to use Awarded Funds exclusively for its provision of library services to the District, including the costs detailed in Section B(1)(a) and the costs for maintenance, personnel, and indirect administration and overhead described by Sections A(3)(b) – A(5) of this Agreement.
7. Hours of Operation. The City agrees to maintain reasonable hours of operation for the public's use of The Dalles Library based on the City's operational needs. The Parties agree the District's Library Board may recommend changes to the hours of operation to the City, which the City agrees to reasonably consider.
8. Annual Reporting. The City agrees to provide the District an annual audit report and (upon District's written request) make and deliver a presentation at a Wasco County Board of County Commissioners regular meeting on its activities under this Agreement for the year at the time the audit report is presented to the District's governing body.
9. Public Contracting. The City agrees to comply with all applicable Oregon Public Contracting Code requirements and it's Local Contract Review Board Rules for all procurements or contracting relating to this Agreement's performance.
10. Insurance and Indemnity.
 - (a) Required Policies. The City agrees to carry and maintain in effect throughout this Agreement's term statutory **Workers' Compensation** coverage, **Comprehensive General Liability** insurance in the amount of \$1,000,000 (*per occurrence*) and \$2,000,000 (*in aggregate*), and **Commercial Automobile Liability** insurance (including coverage for all owned, hired, and non-owned vehicles) with a *combined single limit per occurrence* of \$1,000,000.
 - (b) Certificates. The City agrees to provide the District with certificates of insurance naming the *Wasco County Library Service District* as an additional insured prior to its performance of this Agreement and to further provide the District thirty (30) days' notice before cancelling or reducing any insurance policy contemplated by this Agreement.

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Wasco County Library Service District – City of The Dalles

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- (c) Indemnity. In accordance with the Oregon Tort Claims Act and the Oregon Constitution, the City agrees to indemnify, defend, and hold harmless the District (including its officers, agents, and employees) against all liability, loss, and costs arising from actions, suits, claims, or demands for the City's acts or omissions in its performance of this Agreement.

B. DISTRICT RESPONSIBILITIES.

1. Authorize Funds. For each year of this Agreement's term, the District agrees to authorize funding in accordance with its adopted budget and Oregon Local Budget Law to provide library services in Wasco County. The District further agrees to allocate, at least, a portion of those authorized funds as Awarded Funds sufficient to cover both:
 - (a) 50% of The Dalles Library's capital improvement costs scheduled for that fiscal year (pursuant to the CIP); and
 - (b) The City's indirect administrative and overhead costs for that fiscal year.
2. Indemnity. In accordance with the Oregon Tort Claims Act and the Oregon Constitution, the District agrees to indemnify, defend, and hold harmless the City (including its officers, agents, and employees) against all liability, loss, and costs arising from actions, suits, claims, or demands for the District's acts or omissions in its performance of this Agreement.

C. FINANCIAL OBLIGATIONS AND BUDGETARY CONSIDERATIONS.

1. Fees. The Parties agree all library fees, fines, or interest collected by the City are solely for the District's benefit and the City agrees to utilize them only for The Dalles Library operation. The City agrees to report all such amounts in its annual audit and report.
2. Annual Operating and CIP Budget. The Parties agree the County Librarian will draft the annual operating and CIP budget of The Dalles Library for review by the City and District. The City agrees to consider for approval the proposed annual operating and CIP budget for The Dalles Library (including the County Librarian's compensation) through the City's annual budget process for each year of this Agreement's term.
3. Unappropriated Ending Fund Balance. The Parties agree The Dalles Library will follow best practices budgetary and financial rules of the City, including but not limited to maintaining an unappropriated ending fund balance equal to four months' net operating expenses.
4. Revenue Discrepancies. The City agrees to carry-over any non-budgeted surplus revenue (resulting from The Dalles Library operating costs being less than projected) to be used for The Dalles Library services and operations under this agreement. The District agrees any revenue shortage resulting from its lack of tax collection provides the City with a discretionary, partial, and proportional excuse for the City's non-performance of this Agreement.
5. Assets. The Parties agree any City-owned assets currently in The Dalles Library are the City's property for those assets' remaining life. The Parties further agree, as the City

Fourth IGA for Library Services

Wasco County Library Service District – City of The Dalles

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expends Awarded Funds to replace those assets or purchases new materials (including circulation materials), those items are considered City property for use at The Dalles Library. The Parties agree the District has sole oversight over assets procured by the District.

6. Fund Availability. The Parties agree the District is expected to receive sufficient funds to cover its annual costs under this Agreement from each year's tax receipts. The Parties further agree the District's ability to make payments to the City under this Agreement are contingent on the District's actual tax receipts, budgetary limitations, and other expenditure authority sufficient to allow the District (in the exercise of its reasonable administrative discretion) to actually make those payments. If the District determines there are insufficient funds available to make payments under this Agreement, the Parties agree either Party may terminate this Agreement by providing thirty (30) days' notice of termination to the non-terminating Party; provided, however, the District agrees any shortage in its payments to the City under this Agreement provides the City with a discretionary, partial, and proportional excuse for the City's non-performance of this Agreement.
7. Audit. The Parties agree the District may review and audit the City's financial records relating to this Agreement and the City agrees to reasonably make such records available for the District's inspection.

D. GENERAL PROVISIONS.

1. Term. The Parties agree this Agreement shall be for an initial five (5) year (the "Initial Term") commencing on [DATE], 2024 and shall automatically extend for up to five (5) additional years upon a continuation of all the same provisions hereof, unless either part gives written notice of intention to terminate this Agreement at least one-hundred and eighty days (180) before the expiration of the Initial Term.
2. Termination. The Parties agree either Party may terminate this Agreement at any time by providing written notice of intent to terminate by January 1 of any given fiscal year during this Agreement's term, in which case the Parties agree this Agreement terminates at the end of that fiscal year. The Parties further agree this Agreement may be terminated at any time by mutual written agreement.
3. General Role of the Parties. The Parties agree the District is primarily a funding mechanism of Wasco County established to support and operate library services within county limits and relies on the City and other entities to provide those services to the public.
4. No Employer-Employee Relationship. The Parties expressly agree they do not intend this Agreement or the course of its performance to implicate an employer-employee relationship between them. The City expressly warrants its exclusive agency free from the District's direction and control over the means and day-to-day manner of performing its obligations under this Agreement. To the maximum extent allowed by law, the Parties agree the City is an independent contractor as defined by ORS 670.600(2) and as interpreted by regulations promulgated by the Oregon Bureau of Labor and Industries.

5. Nondiscrimination. The Parties agree neither Party will discriminate on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, disability, or veteran's status in any activity or operation carried out in the performance of this Agreement.
6. Delegation and Assignment. The Parties agree neither Party will delegate, assign, or otherwise transfer any of their interests in this Agreement without the other Party's prior written consent, which consent will not be unreasonably withheld. The Parties agree all provisions of this Agreement are binding upon and inure to the benefit of the Parties and their respective and permitted successors and assigns, if any.
7. Third-Party Beneficiaries. The Parties agree they are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly or otherwise, to any third-party.
8. Representations and Warranties. The Parties each represent and warrant they each have the power and authority necessary to enter and perform this Agreement and this Agreement (when duly executed) is a valid and binding obligation of each Party.
9. Dispute Resolution. The Parties agree any claim, action, suit, or proceeding (**Claim**) between them and arising from or relating to this Agreement will be submitted to binding arbitration and not to litigation. The Parties further agree the arbitrator's decision will be final and binding and a judgement may be entered thereon. The Party submitting any Claim to arbitration agrees to notify the other Party and the Parties agree to select an arbitrator within thirty (30) days of such notice.
10. Severability. If any provision of this Agreement is declared unenforceable or in conflict with any law, the Parties agree the validity of the remaining provisions will not be impacted and their rights will be construed and enforced as if this Agreement did not contain that particular invalid provision.
11. Waiver. The Parties agree any Party's failure to enforce any provision of this Agreement does not constitute that Party's waiver of that or any other provision.
12. Integration and Amendment. The Parties agree this Agreement represents their full and final agreement and supersedes all prior or contemporaneous negotiations and arrangements regarding this matter between them, including the provisions of the July 1, 2010, *Third Intergovernmental Agreement between Wasco County Library and City of The Dalles for Library Services*. The Parties Agree this Agreement may be amended by mutual written agreement at any time.
13. Notices. The Parties agree all notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

To the City: City Manager
 City of The Dalles
 313 Court Street

Fourth IGA for Library Services

Wasco County Library Service District – City of The Dalles

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The Dalles, OR 97058

To the District:

Chair
Wasco County Board of County Commissioners
511 Washington Street, Suite 302
The Dalles, OR 97058

IN WITNESS WHEREOF, the Parties duly execute this **FOURTH INTERGOVERNMENTAL AGREEMENT FOR LIBRARY SERVICES** this ____ day of _____, 2023.

CITY OF THE DALLES,
An Oregon municipal corporation

BOARD OF COUNTY COMMISSIONERS
Wasco County, an Oregon political subdivision

Matthew B. Klebes, City Manager

Steve Kramer, Chair

Scott Hege, Vice-Chair

Phil Brady, County Commissioner

Date

Date

ATTEST:

ATTEST:

Amie Ell, City Clerk

Kathy Clark, Executive Assistant

Approved as to form:

Approved as to form:

Jonathan Kara, City Attorney

Kristen Campbell, County Counsel



MOTION

SUBJECT: Library District/City of The Dalles IGA

I move to approve the 4th Intergovernmental Agreement for Library Services between the City of The Dalles and the Wasco County Library Service District.



WASCO COUNTY LIBRARY SERVICE DISTRICT MEETING

December 6, 2023

PRESENT: Steven D. Kramer, Commission Chair (virtual)
Scott C. Hege, Vice-Chair
Philip L. Brady, County Commissioner

STAFF: Kathy Clark, Executive Assistant
Tyler Stone, Wasco County Administrative Officer

At 9:30 a.m. Chair Kramer opened the meeting.

Fiscal Year 2022 Audit

Wasco County Finance Director Mike Middleton reviewed the audit report included in the Board Packet. He explained that short staffing has caused the 2022 Audit to be significantly delayed. He stated that it is a clean audit with an unmodified opinion and no reservations. He noted that there are some new Government Accounting Standards that will be applied to next year's audit.

Vice-Chair Hege commented that they had a net increase in their ending fund balance which is a good thing.

Budget Appointments

Ms. Clark explained that Budget Committee Appointments are made annually; all three of the current Committee members have agreed to serve for another term.

{{Commissioner Brady moved to approve Orders 23-063, 23-064, and 23-065 reappointing Pat Davis, Ken Polehn and DeOra Patton to the Wasco County Library Service District Budget Committee. He further moved to approve Order 23-066 reappointing Jeff Wavrunek as Budget Officer for the Wasco County Library Service District. Vice-Chair Hege seconded the motion which passed unanimously.}}

Minutes

{{Vice-Chair Hege moved to approve the August 2, 2023 Minutes. Commissioner Brady seconded the motion which passed unanimously.}}

District Executive Director Jeff Wavrunek highlighted some of the programs being held at The Dalles Library including the Community Read, Day of the Dead event, and a kayak event. He noted that circulation and door count is up. They have new shelving and will be placing an outside book drop in the lower parking lot. He added that the Library Board is renegotiating an IGA with City of The Dalles.

Vice-Chair Hege reported that he had recently been in the children's wing with his

grandchildren; he described it as wonderful. He commented on the maker's space, noting that they do not currently have staff to assist patrons. Mr. Wavrunek said they have not had staffing for that but are working to post some public hours this spring. He stated that for now they have workshops and events in the Makers' Space; recently they had a laser cutting Christmas ornament event.

Vice-Chair Hege asked how the Teen Reading Room is going. Mr. Wavrunek explained that they had a great teen leader who has moved. Relative to what she was doing, it is not as robust. COVID also put a dent in things as momentum was lost. They are working to build the program back up; the current teen librarian has an art program and some writing programs she will be working on.

Vice-Chair Hege asked about the short story print-out where people can submit their own short stories. Mr. Wavrunek said it started out strong and they are starting to get more submissions. He said the machine is well-used; people like to get the stories.

Vice-Chair Hege commented that The Dalles Library is a happy place to be.

Chair Kramer adjourned the meeting at 9:49 a.m.

**WASCO COUNTY BOARD
OF COMMISSIONERS**

*Governing Body of the Wasco County
Library Service District*

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



MOTION

SUBJECT: Library District Meeting Minutes

I move to approve the December 6, 2023 Library Service District Minutes.



April 17, 2024

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

RE: Community Wildfire Protection Plan Amendment

Honorable Commissioners,

This Board approved a major update to the Community Wildfire Protection Plan (CWPP) in December 2022. Funding for that comprehensive update came from a Federal Emergency Management Administration (FEMA) grant. Counties with updated CWPPs receive priority for grant funding programs supporting wildfire protection projects, staffing, and apparatus. This is more important than ever with the reality and damage left by historically challenging fire seasons in recent years.

Since that time, fire agencies in Wasco County have regularly convened to collaborate on upcoming projects and identify needs. At a meeting in September 2022, staff from the Mt. Hood National Forest stated that the federal government is prioritizing funding for wildfire mitigation. In order to qualify for these funds, the Forest Service and other County fire agencies requested that the County update the CWPP to include more mitigation projects, such as vegetation thinning and removal to reduce wildfire risk to private properties adjacent to publicly owned land.

Process to Develop the Amended CWPP:

In October 2022, staff sent each Wasco County fire agency a new survey to identify updated wildfire mitigation project information, and fire infrastructure/staffing needs. Most of the County agencies responded. County staff updated the survey information in the CWPP's Appendices D – G on pages 123-129.

The new appendices will help Wasco County fire agencies seek grant funds for those needs identified. These projects include wildfire mitigation projects to manage vegetation and the installation of new firebreaks. Fire agencies also apply for grants to purchase new and used fire-fighting apparatus or to fund firefighting/fire prevention personnel.

Next Steps:

Staff recommends that the Board move to approve Resolution 24-003, adopting *the 2024 Wasco County Community Wildfire Protection Plan* as an official plan.

Following Board adoption of the CWPP, the final plan will be submitted to FEMA for final acceptance.

The Planning Department will continue to work with wildfire professionals and other partners to promote education and outreach on wildfire mitigation and risk reduction. Staff looks forward to Wasco County's fire agencies receiving grant awards for needs identified in the amended CWPP.

Best Regards,

Alice Cannon
Long Range/Special Projects Planner
Wasco County Planning Department
541-506-2566 | alicec@co.wasco.or.us

Attachments:

- Resolution 24-003, adopting the Wasco County 2024 Wildfire Protection Plan as an official plan
- 2024 Community Wildfire Protection Plan



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF ADOPTING AMENDMENTS TO THE WASCO COUNTY COMMUNITY WILDFIRE PROTECTION PLAN

RESOLUTION #24-003

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 County of Wasco recognizes the threat that wildfire hazards pose to people, property and infrastructure within our community; and

WHEREAS, undertaking wildfire planning and mitigation actions will reduce the potential for harm to people, property and infrastructure from future wildfire occurrences; and

WHEREAS, the County of Wasco and partner fire service agencies have identified wildfire risks and prioritized several proposed actions needed to mitigate the vulnerabilities of the County of Wasco to the impacts of future wildfires disasters within its jurisdiction; and

WHEREAS, these proposed projects and programs have been incorporated into the Community Wildfire Protection Plan (CWPP) that has been prepared and promulgated for consideration and implementation by all fire service agencies in Wasco County; and

WHEREAS, the Plan meets the requirements of the federal Healthy Forests Restoration Act; and

WHEREAS, counties with adopted CWPPs are given priority for grant funding programs supporting wildfire protection projects, staffing, and apparatus under multiple grant programs; and

WHEREAS, the CWPP is comprised of four parts and appendices: Part I – Understanding the Local Environment, Part II – Risk Assessment, Part III – Taking a Cohesive Strategy Approach in Wasco County, Part IV – Putting the CWPP into Action, and collectively referred to herein as the CWPP; and

WHEREAS, the CWPP is in an on-going cycle of development and revision to improve its effectiveness and this amendment is necessary to refine the Plan approved by the Board in December 2022; and

WHEREAS, County of Wasco adopts the CWPP and directs the Staff to develop, approve, and implement the mitigation strategies and any administrative changes to the CWPP

WASCO COUNTY

NOW, THEREFORE, BE IT RESOLVED, that the County of Wasco adopts *the Wasco County 2024 Community Wildfire Protection Plan* as an official plan; and

BE IT FURTHER RESOLVED, that the County of Wasco will submit this Adoption Resolution to the Oregon Military Department's Office of Emergency Management and Federal Emergency Management Agency, Region 10 officials to enable final approval of the *Wasco County Community Wildfire Protection Plan*.

DATED this 17th day of April, 2024.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

County Counsel

Steven D. Kramer, Board Chair

ATTEST:

Scott C. Hege, Vice Chair

Kathy Clark, Executive Assistant

Philip L. Brady, County Commissioner



2024

COMMUNITY WILDFIRE PROTECTION PLAN

Prepared By
Wasco County
Planning
Department



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Signature Page

The contents of this document have been agreed upon and endorsed by the Wasco County Board of Commissioners, the District Forester of the Central Oregon District for the Oregon Department of Forestry (ODF), the Wasco County Fire Defense Board Chief, and the South Wasco County Fire Defense Chief. This plan is not legally binding as it does not create or place mandates or requirements on individual jurisdictions. It is intended to serve as a planning tool for the fire and land managers of Wasco County, and to provide a framework for those local agencies associated with wildfire suppression and protection services to assess the risks and hazards associated with wildland urban interface areas and to identify strategies for reducing those risks. This is a working document to be reviewed by members of the Steering Committee and updated as necessary.

Steven D. Kramer, Wasco County Board Chair	Date
--	------

Scott C. Hege, Wasco County Vice Chair	Date
--	------

Philip L. Brady, Wasco County Commissioner	Date
--	------

Kristin Dodd, The Dalles Unit Forester, Central Oregon District, OR Dept. of Forestry	Date
---	------

Bob Palmer, Wasco County Fire Defense Board Chief	Date
---	------

Eugene Walters, South Wasco County Fire Defense Chief	Date
---	------

Credits

ABOUT THE COMMUNITY PLANNING ASSISTANCE FOR WILDFIRE PROGRAM

The [Community Planning Assistance for Wildfire](#) (CPAW) program works with communities to reduce wildfire risks through improved land use planning. It is supported through grants from the U.S. Forest Service, the LOR Foundation, and other private foundations. It is a program of Headwaters Economics and Wildfire Planning International. Wasco County was a 2018 CPAW Community.

ACKNOWLEDGMENTS

Our team would like to thank everyone who contributed their time to this CWPP update, including representatives from Wasco County Planning Department, Wasco County Office of Emergency Management, Oregon Military Departments Office of Emergency Management, Wasco County Rural Fire Districts and Rangeland Fire Protection Associations, Oregon Department of Forestry, Oregon State Fire Marshal, Wasco County Board of County Commissioners, USDA Forest Service, Bureau of Land Management, Cities of The Dalles, Mosier, Shaniko, Antelope, Dufur, and Maupin, Confederated Tribes of Warm Springs, and all other participating agencies and community members. This project was funded in part by a FEMA Fire Management Assistance Grant (FMAG).

Cover Photo Credits: Inciweb, White River Fire Incident:
<https://inciweb.nwcg.gov/incident/photographs/7013/0/>

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List of Acronyms

AARFPA – Antelope Ashwood Rangeland Fire Protection Association
BLM – Bureau of Land Management (U.S.)
BOCC – Board of County Commissioners (Wasco County)
BSRPA – Bakeoven-Shaniko Rangeland Protection Association
CRGNSA – Columbia River Gorge National Scenic Area
CRPA – Columbia Rural Protection Association
CWPP – Community Wildfire Protection Plan
DFD – Dufur Fire Department
FAC – Fire Adapted Communities
FSS – Fire Safety Standards
HIZ – Home Ignition Zone
HFRA – Healthy Forest Restoration Act
IBHS – Insurance Institute for Business and Home Safety
JFRFPD – Juniper Flat Rural Fire Protection District
MCFR – Mid-Columbia Fire and Rescue
MFD – Mosier Fire District
NHMP – Natural Hazard Mitigation Plan
NIST – National Institute of Standards and Technology
NRCS – National Resource Conservation Service
NSA – National Scenic Area
NSALUDO – National Scenic Area Land Use & Development Ordinance

NWS – National Weather Service
ODF – Oregon Department of Forestry
ODFW – Oregon Department of Fish and Wildlife
OEM – Office of Emergency Management (Wasco County)
SWCD – Soil and Water Conservation District
TVRFPD – Tygh Valley Rural Fire Protection District
USFS – United States Forest Service
WCLUDO – Wasco County Land Use & Development Ordinance
WRFPD – Wamic Rural Fire Protection District
WUI – Wildland-Urban Interface



Mosier Creek Fire burning brush, oak, and timber southeast of Mosier, Oregon. August 2020.

Credit: inciweb

<https://inciweb.nwcg.gov/incident/photographs/6955/12>

Executive Summary

Introduction

In August 2020, Wasco County received a Fire Management Assistance Grant from FEMA as part of the Hazard Mitigation Grant Program to update their 15 year old Community Wildfire Protection Plan (CWPP)—a community-based plan that identifies local wildfire risk, what is at risk, and actions the community must take to address its wildfire risk. Less than a week later, on August 13, 2020, the Mosier Creek fire broke out, burning 28 structures, including eight homes; a conflagration was declared. Though it was contained in about a week, almost 1,000 acres of rural residential and forest lands were impacted. A few days later, another fire sparked evacuations in the west end of The Dalles, and the White River fire reached 17,442 acres in the Mt Hood National Forest and adjacent private lands prompting evacuation alerts in South County. After a relatively quiet early summer, Fire Season was off and running in Wasco County. These served as a powerful reminder of fire's role on the landscape. They also brought a host of challenges to local communities: residents experienced weeks of air quality impacts and evacuations; first responders were on the front lines of protecting property and other community values at risk; and land managers and home owners will be dealing with the long-term effects of post-fire landscape restoration for decades. Although wildfire has shaped the region's landscapes for millennia, the 2020 wildfire season underscored the importance of planning, collaboration, and action to address future incidents.

Community Wildfire Protection Plan as a Tool for Risk Reduction

Wasco County adopted its first CWPP in 2005, which incorporated input from numerous stakeholders. Since that time, many changes have occurred across the county, including new housing and roads, fires on the landscape, and forest fuel treatments near communities. These changes affect the way a community plans for fire and prompted the need for revisions.

This CWPP builds on the expertise and information contained in the 2005 CWPP, and provides important updates, including:

- Refined definition of the wildland-urban interface (WUI) for Wasco County;
- An updated risk and hazard assessment;
- New action table and maintenance plan;
- Refreshed content to align with national policy and strategies.

Updated information in this CWPP was gathered through engagement with a multidisciplinary stakeholder group and public comment process.

CWPP Minimum Requirements

CWPPs have been in practice across the country since 2003, when the [Healthy Forests Restoration Act \(HFRA\)](#)¹ was signed into law and gave statutory incentives for the United States Forest Service (USFS) and the Bureau of Land Management (BLM) to consider the priorities of local communities who developed and implemented forest management and hazardous fuel reduction projects.

The HFRA requires that CWPPs must meet three minimum requirements:

1. Show collaboration between local and state agencies, in consultation with federal agencies and other interested parties;
2. Identify and prioritize fuel treatments to reduce hazardous fuel areas;

¹<https://www.fs.fed.us/emc/applit/includes/hfr2003.pdf>

3. Recommend strategies to reduce the ignitability of structures.

Many CWPPs also cover a range of other relevant topics, such as public education and outreach activities, potential mitigation resources, and other local community information. Unlike codes or ordinances, CWPPs are not legally-binding documents. However, given future uncertainties such as national budgets and changing climatic conditions, CWPPs are an effective local tool to help communities plan for unknowns and increase wildfire resilience.

LEARN MORE: WHY DOES MY COMMUNITY NEED A CWPP?

CWPPs are the primary mechanism that communities use to identify local priorities for wildfire risk reduction and resilience. These plans serve as the “glue” that brings together multiple sources of information, activities, and interests into one document.

CWPPs have many economic, social, and environmental benefits, including:

- Reducing the direct and indirect social, economic, and environmental costs of wildfire;
- Coordinating wildfire risk reduction with other community values and priorities;
- Influencing where federal agencies (USFS, BLM) prioritize fuel treatments;
- Bringing together diverse interests to tackle local wildfire challenges and opportunities;
- Identifying potential resources and funding for mitigation activities;
- Increasing community awareness and engagement in risk reduction.

How to Read This Plan

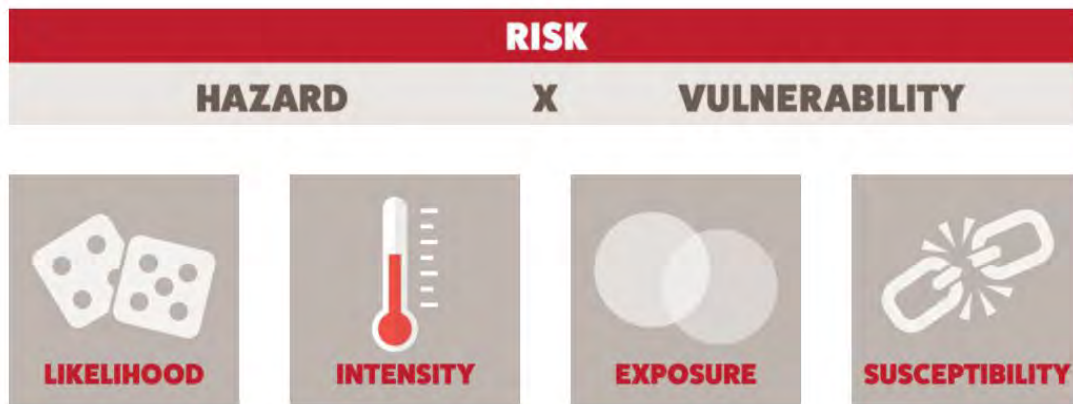
This CWPP is intended for multiple audiences. While every reader is encouraged to read and use the entire plan, specific sections may be of higher interest and relevance. The following overview provides a quick guide to each section:

Part 1: Understanding the Local Environment

Part 1 provides an area description of the county with relevant data on topography and climate. It also describes the local environment and ecology, land ownership, and key demographic information. A primary focus of this section is on the fire environment and fire history in Wasco County. Finally, Part 1 also provides both a general definition and specific spatial delineation of the wildland urban interface in Wasco County.

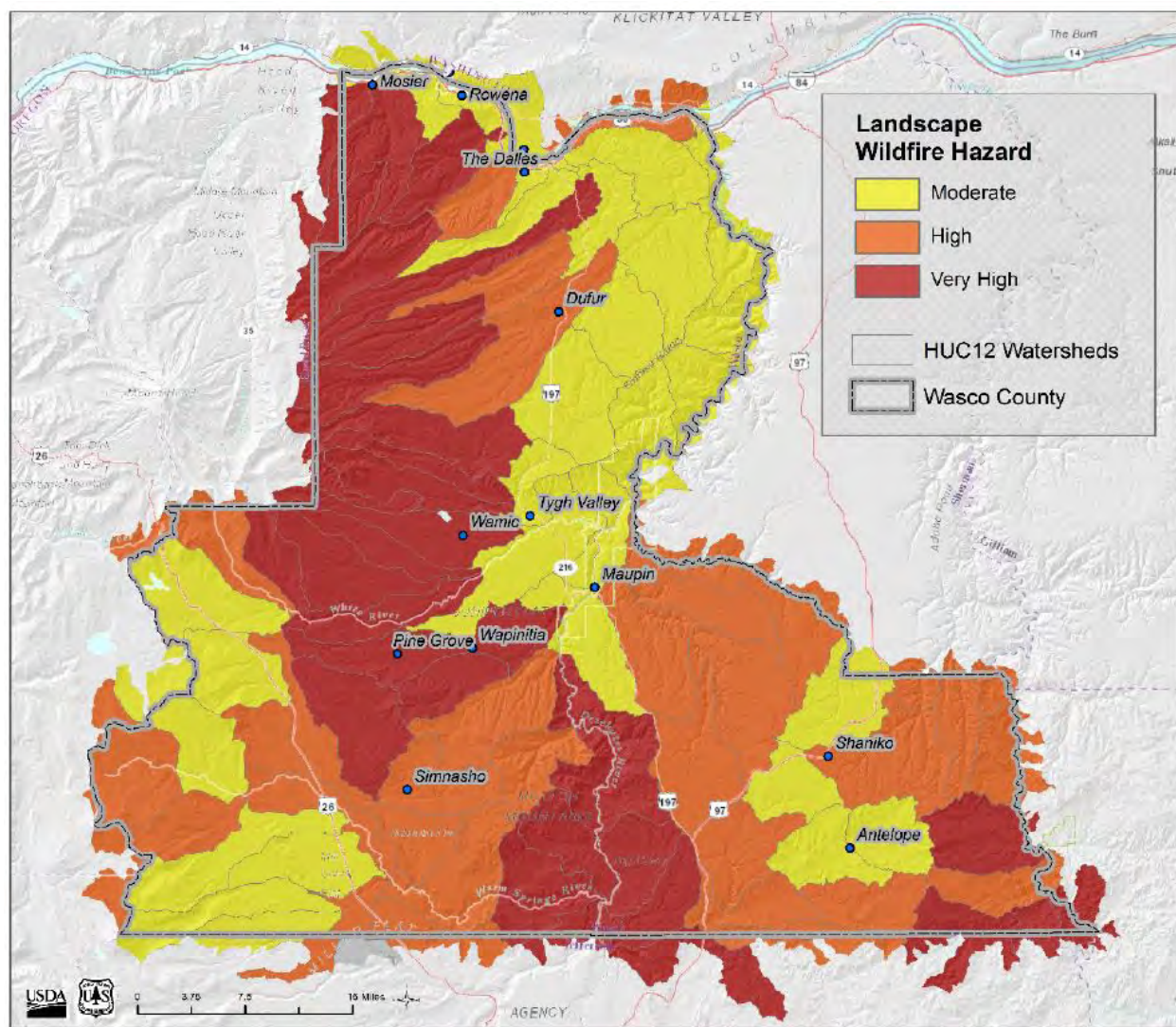
Part 2: Risk Assessment

Risk is the intersection of hazard and vulnerability. Hazard components include the relative likelihood of occurrence and potential intensity of wildfire, whereas vulnerability components include how exposed a community asset is and how susceptible it is to being impacted by the hazard.



Source: wildfirerisk.org

The CWPP steering committee used the Oregon Wildfire Risk Explorer tool to examine the wildland fire risk to the County and gauge the relative risk and hazard due to wildland fire for the lands and communities within the planning area. This tool (created in partnership with the Oregon Department of Forestry (ODF) and the Institute for Natural Resources at Oregon State University (OSU)) is intended to direct the implementation of wildfire mitigation activities to the highest priority areas and promote cross-boundary coordination. The full risk assessment can be found in Appendix A. This tool, along with the 2018 Community Planning Assistance for Wildfire Hazard Assessments, provided the committee a valuable starting point to assess risk in Wasco County, which was augmented through community discussions and partner agency input. Part 2 provides a summary of how these risk components were assessed and includes several maps.

Figure 1. Landscape Wildfire Hazard in Wasco County (Source: 2018 CPAW)

Part 3: Taking a Cohesive Strategy Approach in Wasco County

Part 3 is organized into three subsections:

- Restoring and Maintaining Resilient Landscapes in Wasco County
- Promoting a Fire Adapted Wasco County
- Increasing Wildfire Response Throughout Wasco County

These subsections align with the [National Cohesive Wildland Fire Management Strategy](#)—a multi-phased effort engaging partners from federal, state, local, and tribal governments, non-governmental organizations, and public stakeholders to examine how the nation can plan for its wildfire future. Each subsection also provides local context and information on each topic. In addition, each subsection contains a list of potential strategies to address relevant challenges and opportunities.

Part 4: Putting the CWPP into Action

Part 4 focuses on implementation. This section provides an action plan to guide stakeholder activities to ensure the CWPP process moves forward in tangible ways that reduce Wasco County's wildfire risk. This section includes

guidance on future CWPP updates and an overview of stakeholders associated with this CWPP to promote understanding of roles and responsibilities.

Appendices

Appendix A: Oregon Wildlife Risk Explorer Advanced Report for Wasco County is a tool (created in partnership with the Oregon Department of Forestry (ODF) and the Institute for Natural Resources at Oregon State University (OSU)). It is intended to direct the implementation of wildfire mitigation activities to the highest priority areas and promote cross-boundary coordination.

Appendix B: Primary Plans Related to CWPP Action Table provides a list of wildfire and/or WUI-related actions from the Wasco County Comprehensive Plan (2020) and the Wasco County Natural Hazards Mitigation Plan (2019). This appendix serves as a quick reference to help readers see the linkages between this CWPP and other county and city plans.

Appendix C: Stakeholder and Public Engagement during CWPP Update provides an overview of the CWPP stakeholder and public engagement during the plan update.

Appendix D: Wasco County Forest Collaborative Priority Areas for Fuel Reduction provides a summary of the fuel treatment status, critical egress areas, and fuel treatment priorities.

Appendix E: Fire Agency Priorities and Needs identifies those current and long-range goals and needs for all local, state, and federal fire agencies in Wasco County.

Relationship to Other Plans, Policies, and Regulations

This CWPP relates to many other local plans, policies, and regulations, which are referenced throughout the document. Generally, local plans, policies, and regulations informed the development of this CWPP in multiple ways, including:

- Drawing on existing information to inform sections of this CWPP;
- Supporting or building on relevant wildfire goals and policies previously adopted in other plans, and;
- Leveraging existing regulatory approaches (e.g., subdivision regulations) or exploring new mechanisms (e.g., zoning codes) to move applicable actions forward through this plan.

The most frequently referenced plans are identified below.

Natural Hazard Mitigation Plan (NHMP) for Wasco County and the City of The Dalles

The 2019 update to the Multi-jurisdictional NHMP for Wasco County and the City of The Dalles provides a community profile, including information on critical facilities and infrastructure, population trends, housing stock, socioeconomic patterns, and land use and future development projections. Wildfire hazard was analyzed as one of the seven primary natural hazards faced in Wasco County and five broad goals relating to wildfire were adopted within the NHMP. These mitigation strategies include goals and objectives to reduce wildfire risk within the WUI, and are further referenced throughout this CWPP.

Wasco 2040

Wasco 2040 is a complete update to the original 1983 Wasco County Comprehensive Plan and was adopted in November 2020. The updated plan identifies community challenges and priorities, including the growing wildland-urban interface, and gathers community information to guide planning decisions for the county's future growth. County goals and objectives relevant to this CWPP address development in hazardous areas, promoting resiliency, adapting to climate change, and conserving vital natural resources and environmental functions.

This state-acknowledged Comprehensive Plan guides growth and development decisions in the City over the next 20 years. These policies include references to wildfire and the wildland-urban interface throughout the document. This includes a section on Oregon Statewide Planning Goal 7 – Areas Subject to Natural Hazard.

Fire Safety Standards (2007)

The Fire Safety Standards (FSS) were adopted in 2007, soon after the original CWPP was completed. This document is incorporated into the Wasco County LUDO, as well as the NSA LUDO, and requires that all new development complies with fire safe regulations related to Siting Standards, Construction Standards, Defensible Space, Access Standards, and On-Site Water requirements. In the event that a development cannot meet these criteria, a Fire Safety Mitigation Plan is required. These standards were state of the art at the time of adoption, but should be updated with new findings from more recent research.

Locally-Adopted CWPPs

This plan also would support local CWPPs. As of the writing of this version, no districts or cities within Wasco County have adopted their own CWPP. Because CWPPs can be effectively implemented at many different scales—neighborhood, fire district, town, city, and county—they can also “overlap” in their boundaries. Each different scale can help address unique concerns. For example, neighborhood CWPPs often contain more detail related to a residential area than a countywide CWPP. If multiple CWPPs exist, they can be designed to complement and strengthen the objectives of other CWPPs' jurisdictions and scales.

Additional CWPPs may be adopted in the future by other fire districts or jurisdictions. The county encourages the development of local CWPPs that provide additional detail not included in this CWPP to further help communities plan for wildfire.

Summary of CWPP Update

The value of a CWPP is in a three-step process of development, adoption, and implementation:

1. During development, stakeholders increase communication among agencies, organizations, and local community representatives to discuss and mutually agree on wildfire risk reduction goals and strategies.
2. The adopted plan provides an informative and action-oriented framework to guide a process of implementation.
3. Through ongoing and long-term actions, stakeholders work to achieve the goals set forth in the CWPP and make adjustments to improve actions, as necessary.

This CWPP update provides essential updates to the county’s first CWPP (developed in 2005) in response to changes that have taken place across the county, including new development, wildfires, and fuel treatments. Updated information includes a new science-based hazard assessment, an alignment of information with national planning priorities, and a balanced approach to actions. This update was collaboratively developed by many stakeholders representing different areas of expertise and perspectives. Upon adoption of this CWPP update, stakeholders—including the public—are ready to launch into the critical phase of implementation to ensure that Wasco County increases its capacity for resilient landscapes, fire adapted communities, and efficient response capabilities.

Part 1: Understanding the Local Environment

Overview

Wasco County has diverse landscapes and communities that are shaped by a variety of influences—including geologic, weather, climate, fire, and development patterns. These influences play a role in how the county assesses and plans for future wildfire events. To better understand these influences, Part 1 provides general background information on relevant aspects of the county, such as annual precipitation and temperature ranges, topographic features, and key demographic information.

Part 1 also discusses a critical term, the wildland-urban interface (WUI, or “Woo-ee”) to help readers understand this concept and how it applies to Wasco County. A countywide Wildfire Hazard Assessment shows where the WUI is located and current wildfire risk and hazard concerns. This information informs Parts 3 and 4 (including the CWPP Action Plan).



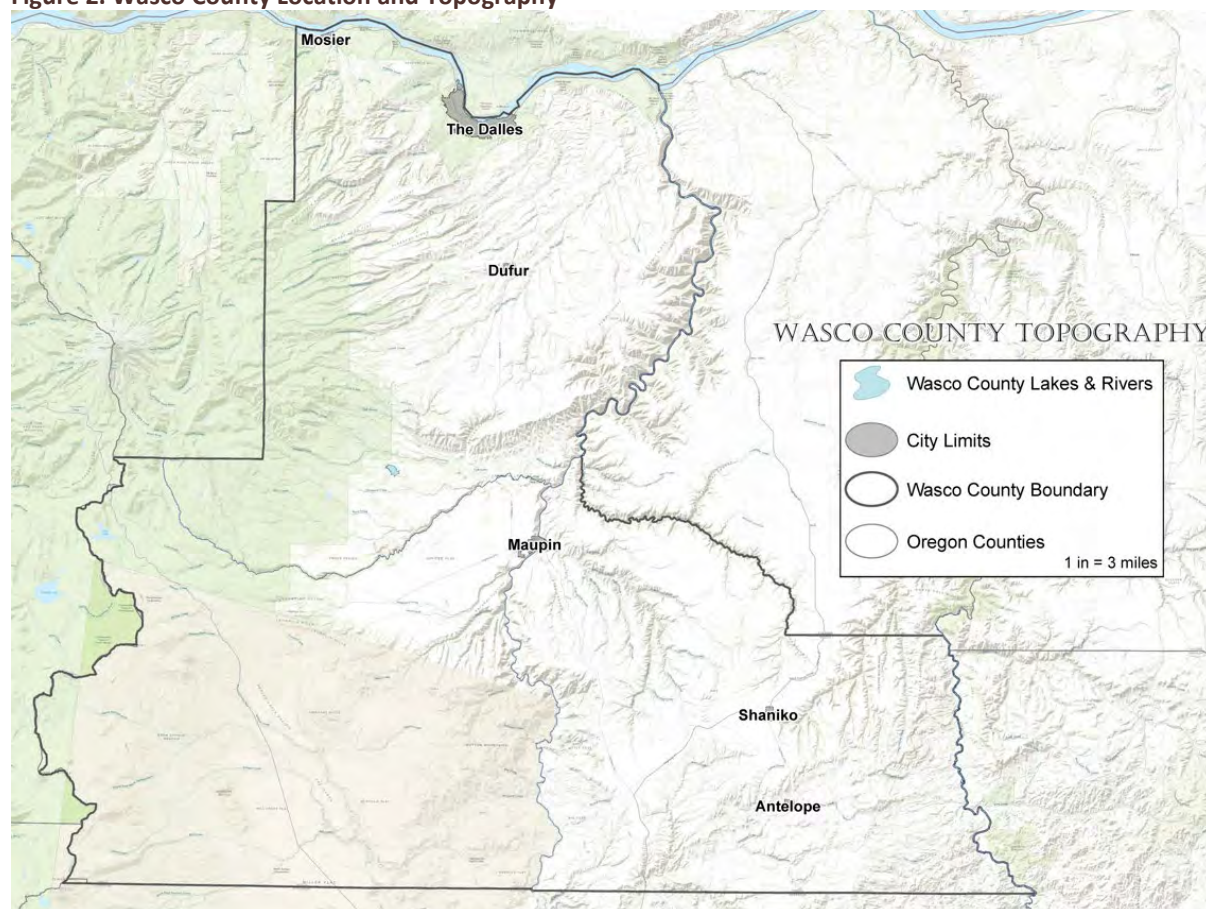
A smoke column looms over Pine Grove as the White River Fire moves from Federal land to private (2020). Credit: Inciweb, White River Fire Incident: <https://inciweb.nwcg.gov/incident/photographs/7013/0/>

Area Description of Wasco County

Location

The County of Wasco was organized by the territorial legislature in 1854. This 250,000 square mile county, the largest ever established in the United States, has since been pared to its current size of 2,387 square miles. The county lies east of the Cascade Range along the Columbia River, and is bounded on the west by the forests of Mt. Hood National Forest, on the north by the Columbia River, and on the east by the Deschutes and John Day Rivers (Figure 2).

Steep rolling hills and sharp cliffs and canyons are characteristic landforms of Wasco County. Elevations vary from 5,700 feet at Flag Point in the western part of the county to 150 feet on the Columbia River. From the higher elevations of the Cascade Range, a general slope occurs to the north and east. Tributary streams carve steep canyons as they make their way to the Columbia, Deschutes and John Day Rivers.

Figure 2. Wasco County Location and Topography

Local Land Ownership

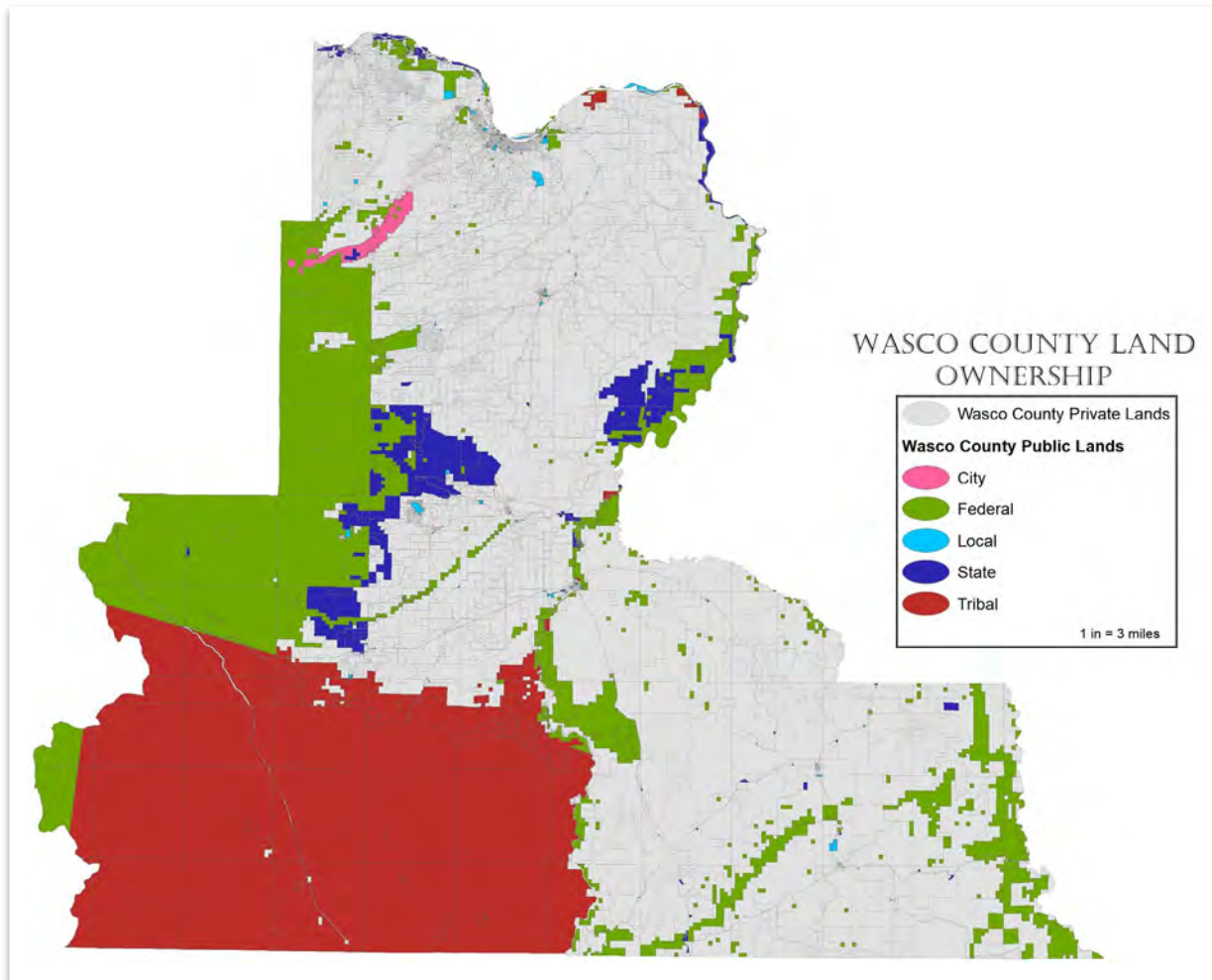
Oregon, like most of the Western States, is largely owned by the federal government with a vast majority of federal lands administered by the Bureau of Land Management (BLM) and the U.S. Forest Service.² In Wasco County 43.12% of the land is privately owned (roughly 823,906.65 acres), whereas 21.09% of the land is owned by the Federal Government (roughly 256,230.71 acres), 3.63% by the State of Oregon (roughly 44,138.66 acres) and .3% by local government (roughly 2,357.06 acres).³ Most of the land owned by BLM is adjacent to the Deschutes and John Day rivers, while US Forest Service land is primarily limited to the Mt Hood National Forest. A majority (approximately 98% of non-scenic area lands) of the private land in the county is either agricultural land, forest, or an agriculture/forest mix. A large portion of the southern half of the county is comprised of the Warm Springs Indian Reservation, and the entire county is classified as rural except for land within the City of The Dalles.⁴

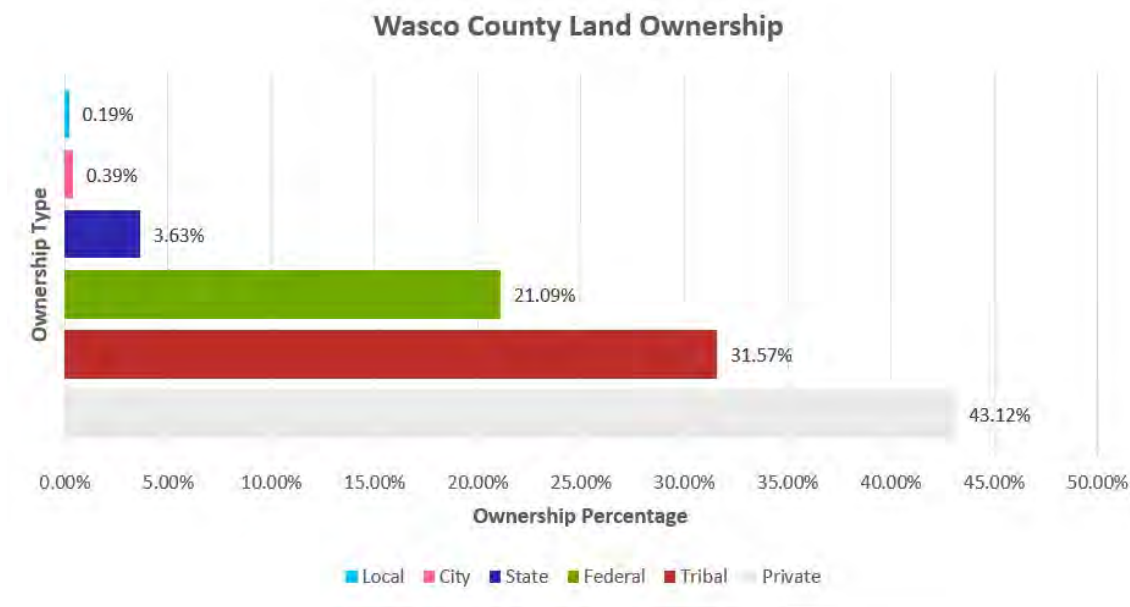
² Allan, Stuart et al., *Atlas of Oregon*. Pg. 83

³ Wasco County Assessor Data, August 2017

⁴ Census Bureau, 2010 Census, Oregon's 68 Urban Areas

Figure 3: Wasco County Land Ownership Map and Chart





Demographics

The Population Research Center estimates the population of Wasco County in 2020 equaled 27,295, with an 8.3% increase in population over a decade. This is slightly behind the state growth increase at 11.4%.

The county is primarily rural and as of 2020, the 22nd most populated in the State of Oregon. The population of the county is slightly larger than neighboring Hood River County and Jefferson Counties, and significantly larger than neighboring Sherman, Gilliam and Wheeler counties. Table C.2 describes the population change for these communities between 2010 and 2016.

Table 1: Regional Change in County Populations:

County	Population Estimates base, April 1, 2010	Population Estimates base, July 1, 2020	Population Change (2010-2020)	Percent Change April 1, 2010 to July 1, 2020
Wasco	25,211	27,295	2,084	8.3%
Clackamas	375,998	426,515	50,517	13.4%
Gilliam	1,873	1,990	117	6.2%
Hood River	22,346	25,640	3,294	14.7%
Jefferson	21,719	24,105	2,386	10.9%
Sherman	1,766	1,795	29	1.6%
Wheeler	1,439	1,440	1	.06%
Oregon	3,831,072	4,268,055	436,983	11.4%

Source: U.S. Census Bureau, 2010 Census, 2020 estimates, Wasco County estimates from PSU Population Research Forecast Report

The largest populated area in Wasco County is The Dalles, where just over half of County residents reside. Table C.3 describes the population change since 2010 within the cities and unincorporated areas of Wasco County compared to county as a whole. The Dalles and Mosier, both located along the Columbia River and Interstate 84, had a larger rise in population. The rest of the county's population is dispersed between smaller towns, unincorporated communities and on farms and ranches.

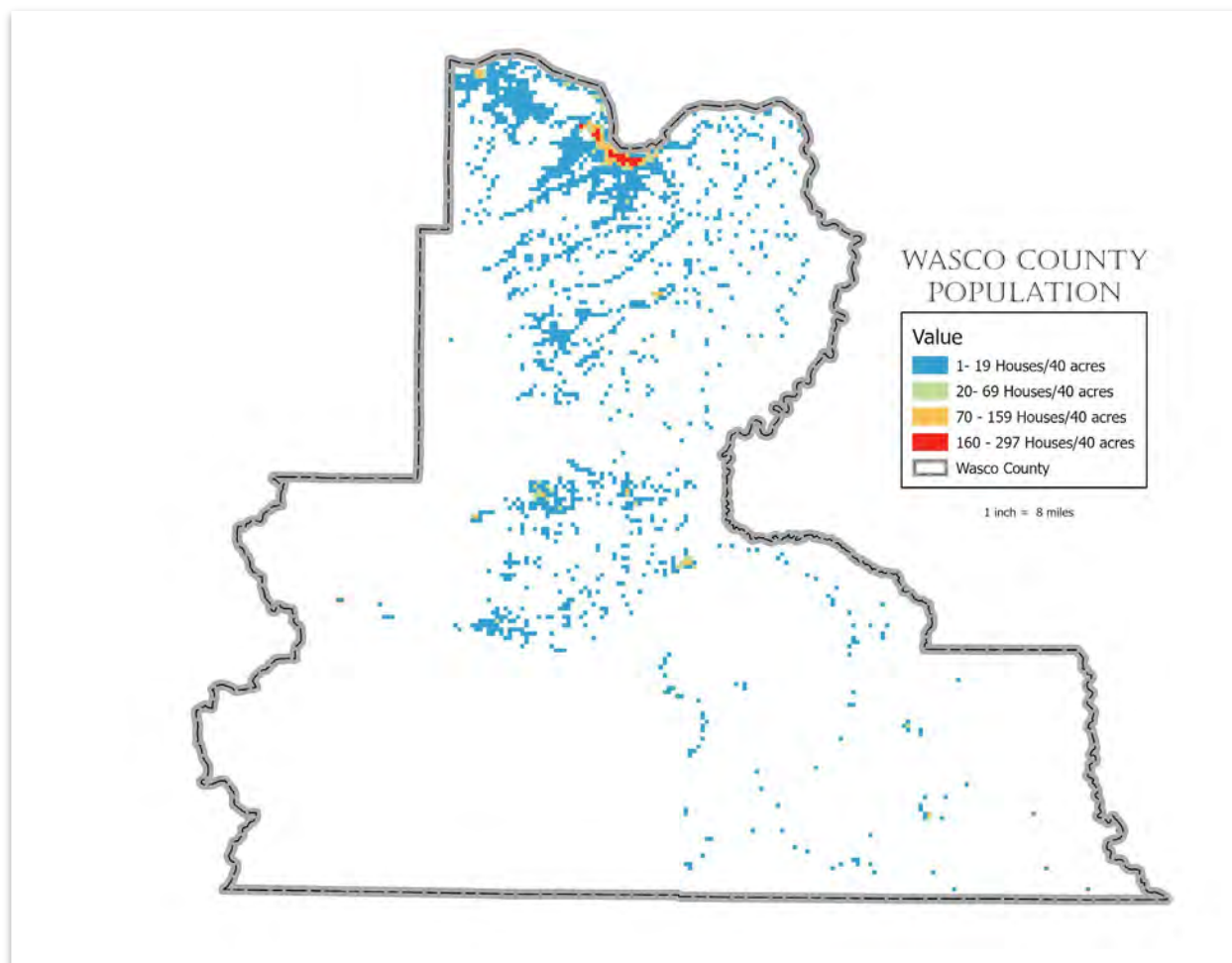
Table 2: Change in Population in Wasco County Cities/Areas:

County	Population Estimates base, April 1, 2010	Population Estimates base, July 1, 2020	Population Change (2010-2020)	Percent Change April 1, 2010 to July 1, 2020
Wasco	25,211	27,295	2,084	8.3%
Antelope	46	50	4	8.7%
The Dalles	13,620	14,845	1,225	9.0%
Dufur	604	625	21	3.5%
Maupin	418	435	17	4.1%
Mosier	433	490	57	13.2%
Shaniko	36	35	-1	-2.8%
Unincorporated Areas	10,054	10,815	761	7.5%

Source: U.S. Census Bureau, 2010 Census, 2020 estimates, Wasco County estimates from PSU Population Research Forecast Report

It is worth noting that many of the small jurisdictions have limited resources with respect to fire, police and emergency medical. In most cases, the residential populations are served by volunteer fire fighters and emergency medical technicians. In areas with a positive population growth, it will be important to continue to promote volunteer service that will be responsible as first responders in the event of a natural hazard.

Figure 4 illustrates the distribution of structure density patterns across the county (according to county address point data).

Figure 4: Wasco County Structure Density Patterns

Defining the Wildland-Urban Interface

Background

The formal definition of WUI is rooted in the Federal Register, dating back to 2001. The definition describes conditions under which vegetation and structures meet or intermix⁵. This definition uses levels of structure density or population density to subdivide WUI into *Interface* and *Intermix* categories. Interface refers to areas where structures directly abut wildland fuels, but there is a clear line of demarcation between developed and wildland areas. Intermix refers to areas where structures are scattered throughout a wildland area. While the Federal Register guidelines for structure density are helpful, the definitions are still fairly vague in terms of geographically defining WUI with a set of mappable criteria.

⁵ Forest Service, USDA, 2001. Urban wildland interface communities within the vicinity of federal lands that are at high risk from wildfire. Thursday, January 4, 2001. Federal Register 66(3): 751-777.

Wasco County CWPP WUI Definition

This Wasco County CWPP (2022) defines the concept of WUI as:

Any area where the combination of human development and vegetation have a potential to result in negative impacts from wildfire on the community.

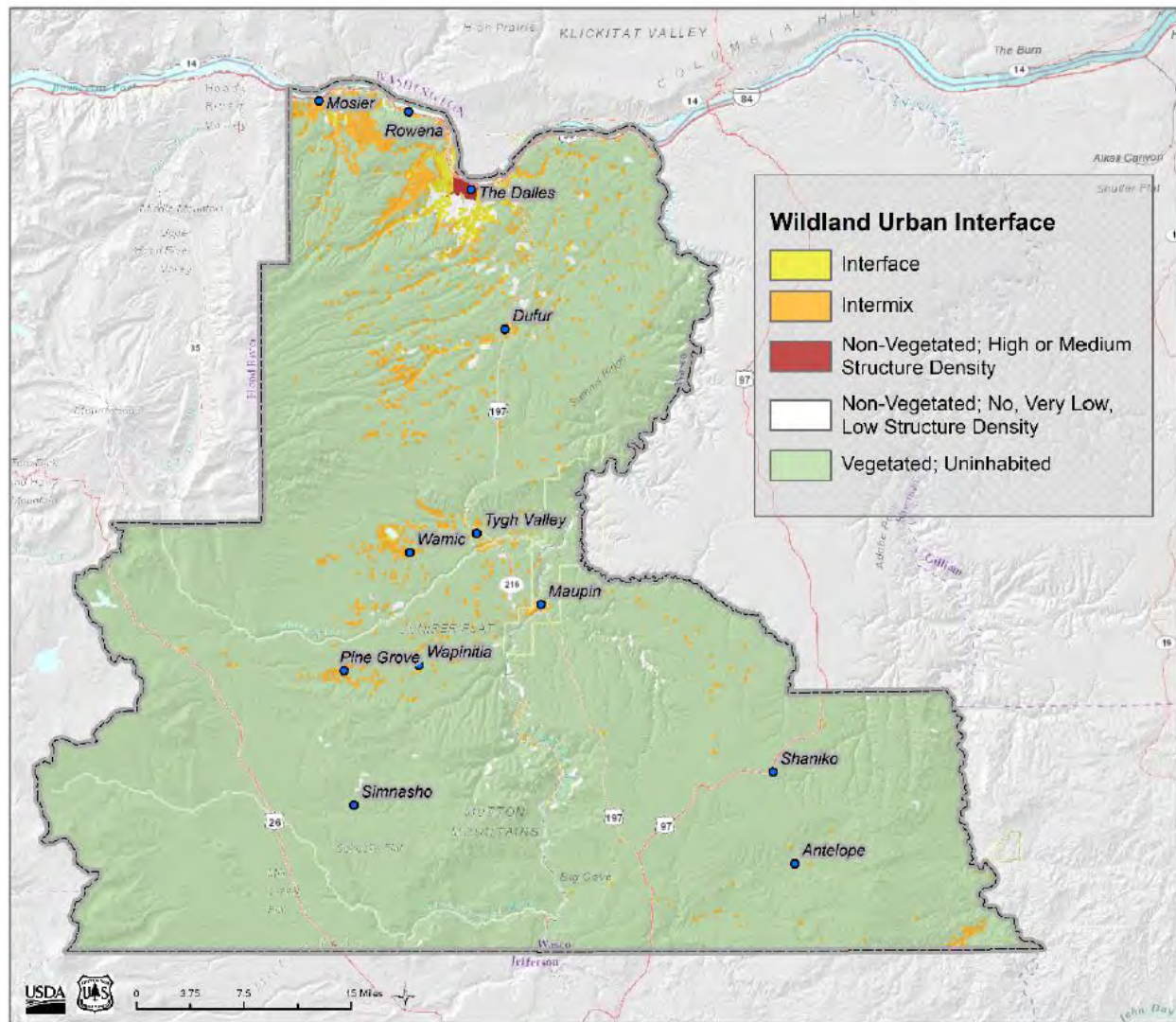
For a specific geographic definition of WUI, this CWPP is generally adopting the approach used by the USDA Forest Service in mapping WUI for the conterminous U.S. from 2010 U.S. Census data.¹⁰ Based on the Federal Register definitions, this approach combines structure density data and land cover data depicting wildland vegetation to map the categories of WUI. To increase the local relevancy of this effort, structure density was derived from county-level address point data, as opposed to structure density numbers at the Census Block polygon level used in the national mapping work. Also, to tie the mapped WUI to fire behavior modeling included in this CWPP, any areas mapped as having burnable wildland fuels for the purposes of modeling were considered to be wildland vegetation for the purposes of WUI.

An important difference between the WUI mapping criteria adopted here and what was used for WUI mapping nationally is the lower structure density threshold used to define WUI. In the Federal Register and the national WUI mapping, areas must have at least 6.18 structures per km² (1 per 40 acres) to be considered WUI. This leaves out sparsely populated areas with less than this density from the defined WUI area. As a conservative approximation of where future development could occur, and recognizing that fire protection efforts are often undertaken for any structure regardless of density, the decision was made to include any area with structure density greater than zero in the spatial definition of WUI for Wasco County.

The spatial criteria for mapping WUI in Wasco County in this CWPP are:

1. **WUI Intermix** = Areas with structure density > 0, and ≥ 50% cover of wildland vegetation within a 40-acre radius. These are places where structures and wildland vegetation are interspersed.
2. **WUI Interface** = Areas with structure density > 0, and < 50% cover of wildland vegetation within a 40-acre radius, located within 1.5 miles of a large, contiguous area of wildland vegetation (i.e., > 1,235 acres with ≥ 75% wildland vegetation). These are developed areas with less cover of natural vegetation, but within a distance where embers from wildfire in adjacent wildlands could cause wildfire impacts.
3. **Non-WUI Inhabited** = Areas with structure density > 0, and < 50% cover of wildland vegetation within a 40-acre radius, located further than 1.5 miles from a large, contiguous area of wildland vegetation. These are developed areas far enough from wildland vegetation that they have reduced likelihood of wildfire impacts.
4. **Non-WUI Uninhabited** = Areas with structure density = 0. These are areas with burnable fuels and no development.

A map of WUI for Wasco County based on these criteria is shown in Figure 5.

Figure 5. The Wildland Urban-Interface (WUI) in Wasco County (Source 2018 CPAW)

Clearly defining the WUI through a general definition, supported by a map that is spatially delineated into WUI categories and cross-referenced with the risk assessments, will provide a community-scale reference regarding potential wildfire exposure. This will aid in implementing future land use policies or regulations that require a tiered application.

Senate Bill 762 (2021) required the Oregon Department of Forestry (ODF) to define the WUI and conduct statewide fire risk mapping that identified statewide WUIs. ODF defines the WUI as: **a geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels**. This definition informed their process and will serve as the primary definition for work, including defensible space and WUI codes, provided by the Office of State Fire Marshal (OSFM) and State Buildings Codes Services, as well as the statewide wildfire risk map.

While there are some nuanced differences between Wasco County's guiding definition and the newly adopted ODF definition, on principle both definitions serve as a basis for land use policies and regulations. Both the statewide wildfire risk map and Figure 4 have similarly identified WUIs for Wasco County.

Fire Environment

It is important to both understand and analyze the factors that threaten homes and communities during a wildfire. Those factors include the topography, vegetation (often referred to as fuels in a fire context), general climate, and specific fire weather patterns. Broadly, these physical characteristics combine to comprise the fire environment. The combination of the fire environment and ignition sources (both lightning and human) are responsible for the long history of wildfire activity in Wasco County. This section aims to describe the general characteristics of the fire environment and a summary of recent fire activity, with the goal of providing an understanding of the role of wildfire in the landscapes of Wasco County.

Topography

Wasco County is located on the east slopes of the North Oregon Cascade Mountains and captures a transition from higher elevation mountains in the west, to dryland agriculture and open range in the east. Most of the drainage features in the county align west to east and feed into the Deschutes and Columbia River systems. The southeast portion of the county does feed into part of the John Day River. Higher elevations in the county reach 5,500 to 5,700 feet, and lowest elevations in the river bottoms are at 50 to 150 feet.

Another major topographic feature that impacts the county is the Columbia River Gorge. The River itself originates in British Columbia, Canada and flows south through Eastern Washington before turning west and forming the Oregon, Washington border and eventually terminates in the Pacific Ocean. Over time the river has carved out a large gorge along the Oregon, Washington border which is defined by steep canyon walls and large rock cliffs. At river level, elevations in Wasco County can be as low as 50 feet, and higher points of the gorge reach 1,500 to 2,000 feet.

During the summer months, regional weather patterns and topography combine to create strong winds that blow mainly west to east in the gorge. The wind, steep slopes, and light flashy fuels create an environment for large fire growth, and hazardous firefighting conditions. The winds and topography also attracts a lot of recreational users to the region. Wind surfers and kite boarders flock to the area in the summer chasing the wind and waves up and down the gorge. The gorge also provides a great corridor for passage west of the Cascade Mountains dating back centuries. Major commerce routes through the area include train, barge, commercial vehicles on I-84, and major power transmission lines from the surrounding dams. All these uses bring an increased potential for human caused fires to the area.

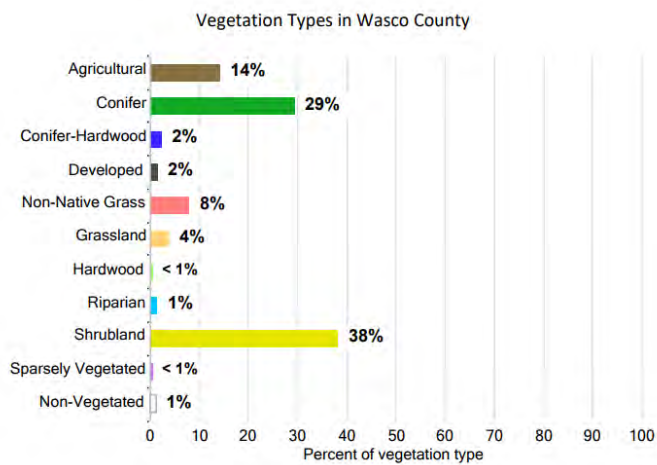
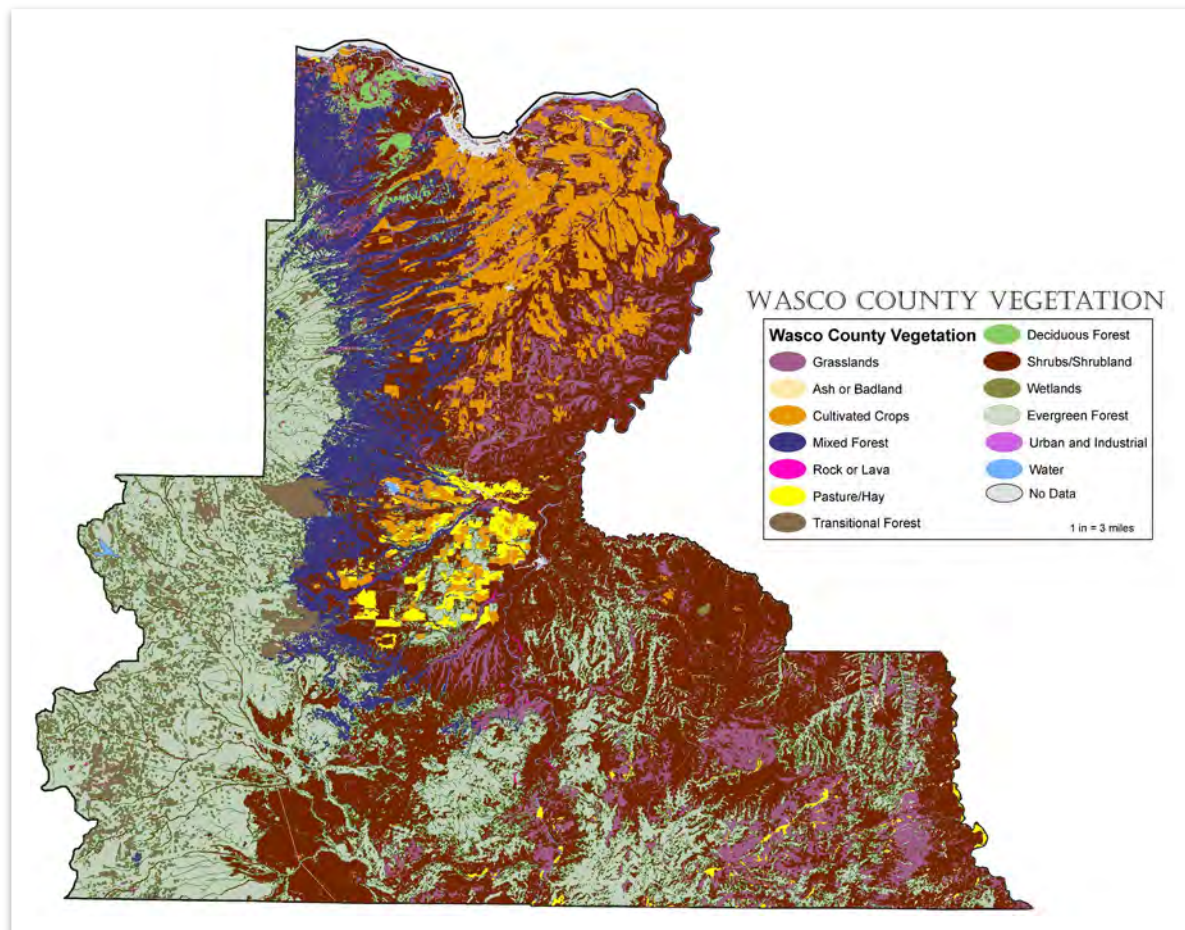
Vegetation and Fire Ecology

Vegetation in this section will be covered on a broad scale and refers to the most dominant species type over a larger area. These vegetation types can help us understand the frequency, and severity of fires in those areas. Fire frequency refers to how often a wildfire may occur. Severity tells us the impact fire may have on vegetation and other factors in that environment.

Areas that see higher fire frequency will normally experience lower fire intensities. More regular burns can keep excess fuels from accumulating, and most of the native species in these areas are fire adapted. Higher severity fires can occur in these areas but have a longer return interval. Conversely, areas that see lower fire frequency will experience higher severity fires. These fires normally cover large areas and with longer lasting effects for recovery of the ecosystem. This is one example of a Replacement Event, where most of the dominant vegetation is removed by the fire, but still has the ability to grow back.

According to the Oregon Wildfire Risk Explorer, Wasco County spans 1,532,385 acres. Below is a breakdown of some of the more abundant vegetation types across the county.

Figure 6. Major Vegetation Groups in Wasco County



Shrub Land

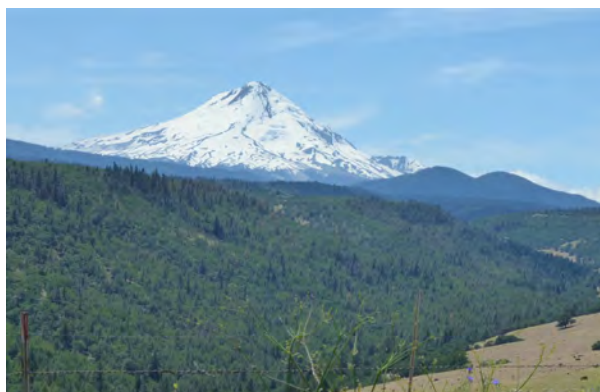
The shrub land vegetation type makes up the highest percentage of cover (38%) in Wasco County. Most of the 584,000 acres is found in the south and east portions of the county. These areas are mostly dominated by sagebrush with grass intermixed. Shrub lands are found on relatively lower elevation, and drier sites throughout the county. The main carrier of fire is typically grass, but can also be carried by the brush depending on its continuity and density across the landscape. Historic fire frequency would have generally ranged from 10 to 40 years. Fire intensity would have been mostly low intensity, but would cause a replacement event.



Sage shrub land is the largest vegetation category in the County. Source: Wasco County Planning

Conifer Forests

This group encompasses approximately 450,000 acres, (29%) and is mainly found along the western edge of the county. The group includes a diverse set of conifer species found at middle elevation. Relative moisture at these sites is between the dryer ponderosa pine and Douglas-fir forests and the wetter, high-elevation subalpine forests. Dominant tree species include Douglas-fir, western larch, lodge pole pine, subalpine fir, Engelmann spruce, and mountain hemlock. Dense understories can develop in these forests, but some stands can be devoid of understory vegetation due to a dense tree canopy. Historic fire frequency was highly variable within this group, with fire return intervals in the 10-25 year range on relatively dry sites, and up to 300+ years at wetter sites. Fire of all intensities would have occurred historically, with intensity at any location driven by time since the previous fire and amount of fuel accumulation.



Conifer forests are predominant on the western side of the County. Source: Wasco County Planning

Grasslands

This group is seen across 12% of the county with 8% (120,750 acres) dominated by non-native species, and 4% (56,000 acres) dominated by native species. They are found throughout the eastern part of the county usually mixed in with shrub land and agriculture. These areas can carry fire throughout different parts of the year, but extended periods of fire threat happen in the late spring through early fall. Historic fire frequency would have been less than 40 years, with lower fire intensities but usually causing replacement events. In places where these grasslands have burned more frequently, native species aren't able to fully repopulate the area, and have become invaded by non-native species such as cheat grass. These non-native species can become cured out easily and may be susceptible to burning both hotter and more frequently than the area would have seen historically.

Agriculture

Although this vegetation group is not usually associated with fire, dryland wheat farming in Wasco County does carry a fire hazard during the summer months. Other practices in the area include cherry orchards and irrigated

crop circles. This group covers around 217,000 acres, (14%) of the county and is found in the central and northeast portions. Since this group is not naturally occurring there is no historical fire regime data to include. Fires have occurred in areas of mixed wheat, shrub land, and grassland groups over the years with some becoming large. Most notably in 2018 the Substation, Long Hollow, and South Valley Fires all created large fire footprints across the northeastern part of the county.

A recent farming practice change in the area referred to as “no-till” or “direct drill” has seemed to contribute to the ability of large fires to grow in the wheat, shrub land, and grassland mix areas. The wheat crops are harvested every other year in alternating fields. Historically when a field was not to be planted and harvested it would be tilled to dirt, which could serve as large fire breaks scattered across the landscape. In using no-till, these fields are left with the remaining post-harvest stubble and provide more continuous fuel through those portions of the county. This practice provides great soil benefits such as helping to reduce erosion and improve productivity. Local efforts are ongoing to maintain these benefits, and help mitigate the potential fire effects.

Other

There are a few other groups that make up the other 7% of the county. These groups include Conifer-Hardwood, Riparian, Hardwood, Sparsely Vegetated, Developed, and Non-Vegetated. All of these either carry little to no fire threat, or are small enough and spread out that they have minimal effects on the county.

Climate

Since Wasco County sits east of the Cascade Mountains, its climate is similar to other dry inland areas situated on the leeward side of mountain ranges. Due to the rain shadow of Mount Hood, there is a sharp transition in precipitation across the county with the higher elevations in the west receiving more precipitation than the lowlands to the east. The county is unique in the fact that the strong winds generated in the Columbia River Gorge are created as on-shore flow from the Pacific Ocean is forced inland, and funneled between the gaps in Cascade Mountains created by the river. Wasco County’s climate is also characterized by pressure systems generated in the Pacific Ocean, influencing precipitation trends and weather patterns.

Temperature

According to weather data from The Dalles Municipal Airport, (1981-2010) the warmest months on average for The Dalles are July and August. High temperature averages are 88 and 89°F respectively, and lows are 58 and 57°F. Temperatures, at their extremes, vary from below 0°F in the winter to above 100°F in the summer. Temperatures



Agricultural vegetation cover 14% of Wasco County’s land area. Source: Wasco County

LEARN MORE: CLIMATE CHANGE

Climate change is affecting multiple components of the wildfire system: fire behavior, ignitions, and vegetation fuels. Annual average temperatures in Oregon have increased by 2.0-3.0° Fahrenheit (F) since 1950 and could continue to increase by another 4.0-6.0°F by 2050, while precipitation across the state is projected to decrease during the summer. These climate changes will lead to earlier snowmelt, lower humidity, increased chance of drought, and decreased fuel moisture. As a result, the Oregon Climate Change Research Institute predicts that the change in Very High Fire Danger days will increase by 10-14 days by 2050 from the average established between 1971 and 2000.

Source: Future Climate Projections Wasco County. A Report for the Oregon Department of Land Conservation and Development by the Oregon Climate Change Research Institute (2018).

across the county will vary depending on elevation and vegetative cover. It is not uncommon to see temperatures at higher elevations be 5-10°F cooler.

Precipitation

Average annual rainfall for The Dalles is 14.55 inches, with an average annual snowfall of 6 inches. However, there are large variations in precipitation and snowfall between higher elevation forests, and low elevation rangeland. For example, annual snowfall for parts of the Mount Hood National Forest can accumulate over multiple feet. Historically, December accumulates the most precipitation of the year, averaging 3.1 inches throughout the month. June through September see an average of less than .5 inches of rain each month. Most precipitation these months comes during frontal passages that usually bring thunderstorm activity.

Relative Humidity

Average daily relative humidity, (i.e., the amount of moisture in the air) in June through September is in the mid to low 30's. Daily lows often reach the lower teens in the late afternoon and the highs overnight/early morning are in the 50's and 60's.

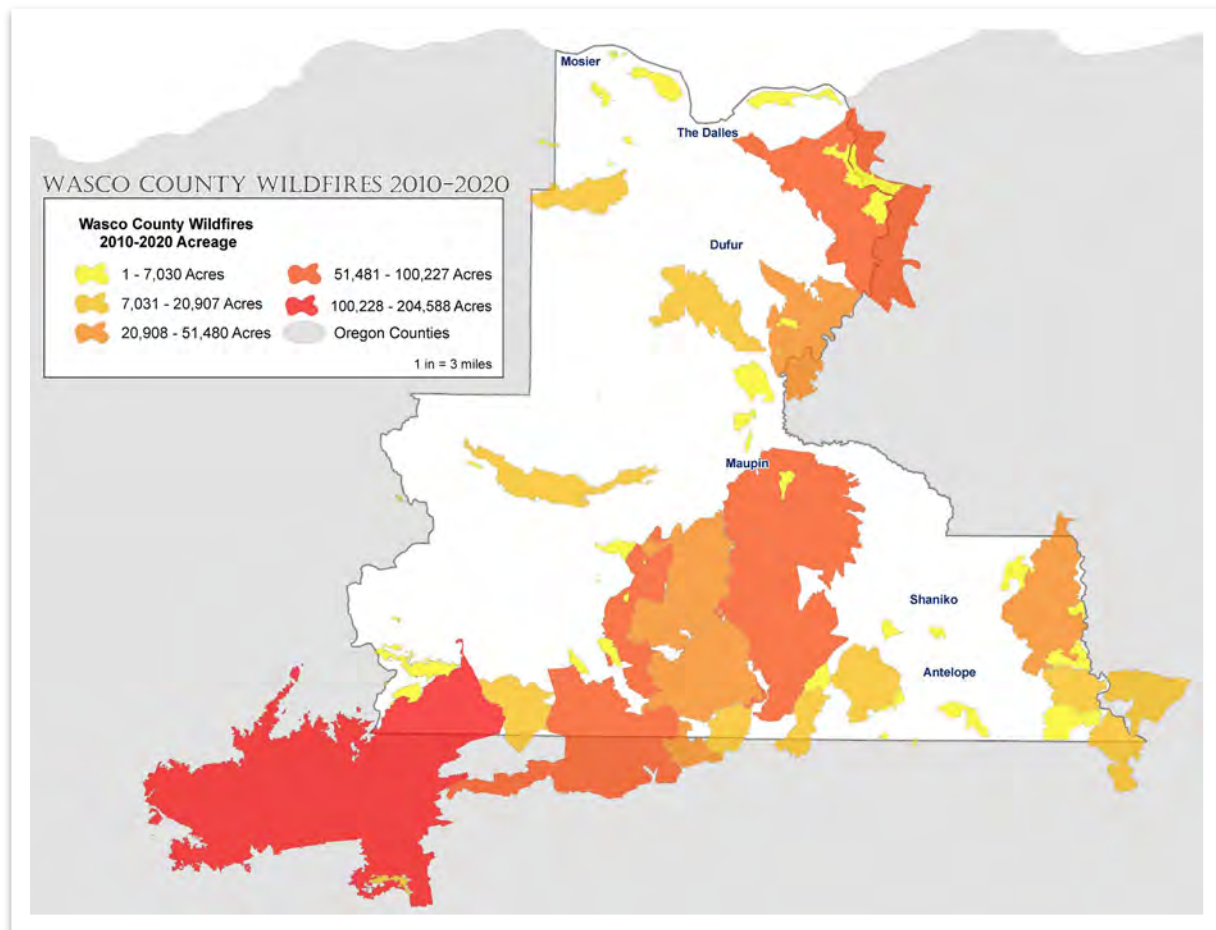
Wind

Predominant winds in the county, especially in the summer, are out of the west. These winds can be strong and sustain at 20-30 mph over several days, especially in the Columbia River Gorge. These strong west winds in the gorge can create more NW or N winds as you move south through Wasco County. As larger weather systems move across the area we can also see NW or SW wind patterns form. Dry east winds can also move over the region, but usually show up in early fall and winter.

Fire History

An analysis of wildfire activity in Wasco County over the past 10 years is also useful for understanding current patterns of wildfire activity. From 2008 to 2018, there were a total of 691 recorded fires that burned 761,799 acres. The average number of fires per year was 69, with many of these fires being small. Only about 10% of all fires were larger than 1,000 acres. Fire cause for the county was 34% lightning and 66% human. The statistics used in this analysis may not be all inclusive for the area. Data pulled includes all fires that involve Federal and State protection, but may not be all inclusive in areas that are solely Rural Fire District protection, or unprotected lands in the Eastern half of the county. Please refer to the Oregon Wildfire Risk Explorer - Advanced Report for more details.

Figure 7. Location and Fire Size Class of Wildfires in Wasco County, 2010-2020



Local Environment Summary

Wildfire has been a natural process shaping the landscapes of Wasco County for thousands of years, but it has the potential to cause significant damage to human developments. The native vegetation communities described above have all developed adaptations to wildfire and receive long-term ecological benefits from fires at most intensities. Ignitions from lightning will occur, and in most summers there will be weeks or months during which wildfire will readily spread.

Wasco County has a widely variable population density that is expected to grow over the next few decades. Heavy recreation and commercial traffic is expected to continue, and be a contributing factor in fire ignitions in the future. The fire environment combined with increased growth will likely exacerbate the potential for damage to human developments if left unchecked by appropriate mitigation strategies.

Eliminating wildfire from Wasco County is not possible or desirable. However, by understanding the fire environment, reducing the number of unwanted human ignitions, using prescribed fire as a tool when appropriate, and taking other measures to reduce wildfire spread and intensity around developed areas, it is possible to eliminate or reduce the loss of life and property from the wildfires that will burn in Wasco County.



Prescribed fire is one of the tools land managers use to manage and restore the natural fire environment. Credit: Jacob Hastings, OSFM.

Part 2. Risk Assessment

Overview

Figure 8. The Wildfire Risk Triangle



Wildfire risk is a measure of both the probability and consequences of uncertain future wildfire events.⁶ For any location within Wasco County, wildfire risk depends on the chances of a fire occurring there, the likely intensity of the fire, and the vulnerability of something of value at that location. Scientists describe these three components of risk using a triangle where the sides are likelihood, intensity, and susceptibility (Figure 9).⁷ These three factors, and the resultant wildfire risk, vary across the county. In this section, we describe tools currently available to assess this risk in Wasco County. This provides spatial context for where different wildfire management and mitigation strategies will be most effective.

By understanding the components that contribute to wildfire risk and engaging in a coordinated and collaborative planning effort, the county can take steps to influence each side of the risk triangle in different ways. For example, prevention measures that reduce human-caused fires can reduce the likelihood of fire occurrence, particularly in areas of human activity. Vegetation treatments focused on reducing fuel loads can reduce the intensity of fires that do occur, and efforts to reduce the flammability of building materials and increase defensible space around structures and communities can reduce susceptibility of homes and other structures to wildfire.

⁶ Thompson, M.P., T. Zimmerman, D. Mindar, and M. Taber. 2016. Risk Terminology Primer: Basic Principles and a Glossary for the Wildland Fire Management Community. Fort Collins, CO: USDA Forest Service Rocky Mountain Research Station. Gen. Tech. Rep. RMRS-GTR-349.

<https://www.fs.usda.gov/treesearch/pubs/50912>

⁷ Scott, J.H., M.P. Thompson, and D.E. Calkin. 2013. A wildfire risk assessment framework for land and resource management. Fort Collins, CO: USDA Forest Service Rocky Mountain Research Station. Gen. Tech. Rep. RMRS-GTR-315.

<https://www.fs.fed.us/rmrs/publications/wildfire-risk-assessment-framework-land-and-resource-management>

Mapping Wildfire Likelihood, Intensity and Hazard

Computer simulation modeling of hypothetical wildfires provides a robust and defensible means of mapping wildfire likelihood and potential intensity. Fire models use weather data from long-term stations in the county along with detailed spatial data depicting topography and aspects of vegetation that characterize wildland fuels to simulate fire spread across the landscape from semi-random ignition points.⁸ Simulations can be run for a specific set of weather conditions over a single burning period (i.e., a day) using a model called [FlamMap](#).⁹ Results from these types of simulations can provide insight into fire intensities that could be expected under “typical” or “near worst-case” conditions during fire season. Simulations can also be run for an entire suite of statistically possible weather scenarios across thousands of iterations of a whole fire season using a model called [FSim](#).¹⁰ The outputs from FSim include maps of the annual probability of fire occurrence and the most likely intensity for every pixel in the modeled landscape.

Simulations from both FlamMap and FSim that cover the entire county were completed in 2018 by CPAW. This modeling was done by the U.S. Forest Service Rocky Mountain Research Station (RMRS) as part of a wildfire hazard assessment. These efforts used input data representing landscape fuel conditions, and weather data from Remote Automated Weather Stations (RAWS) in and around Wasco County. Additional details about the CPAW project is described in the 2018 CPAW Final Report from December 2018.

The outputs from both modeling efforts are integrated and summarized here to provide an overview picture of spatial variation in wildfire risk components in Wasco County. The raw outputs from modeling are raster, or pixel-based, datasets that divide the landscape into evenly-sized square cells. For the FlamMap modeling, these cells were 30m (97ft) on a side. The increased complexity of FSim modeling required larger cells, each 180m (583ft) on a side. Summarizing these pixel-based datasets into larger polygon areas is important because any one spot on the landscape is inevitably impacted by the values of its neighbors. Displaying results by summary polygons makes them more easily interpretable, and allows for broad-scale patterns to emerge that may not be immediately visible in the pixel datasets. Therefore, outputs of wildfire likelihood and intensity are summarized in Figure 12 using fine-scale watershed polygons, referred to as catchments.¹¹ There are several thousand catchment polygons that intersect Wasco County, ranging in size from about 40 to 9,900 acres. The CPAW team calculated the average likelihood and intensity values for each catchment, as well as the integrated wildfire hazard, which combines likelihood and intensity into a single index.

⁸ Location of ignition points is computer-generated but informed by the generalized spatial pattern of actual ignitions in recent decades.

⁹ <https://www.firelab.org/project/flammap>

¹⁰ Finney, M.A., C.W. McHugh, I.C. Grenfell, K.L. Riley, and K.C. Short. 2011. A simulation of probabilistic wildfire risk components for the continental United States. *Stochastic Environmental Research and Risk Assessment* 25: 973-1000.

<https://www.fs.usda.gov/treeearch/pubs/39312>

¹¹ Source: US EPA and USGS National Hydrography Dataset Plus v2. <https://www.epa.gov/waterdata/nhdplus-national-hydrography-dataset-plus>. Catchment polygons smaller than 40 acres were merged into adjacent polygons.

LEARN MORE: UNDERSTANDING RISK

Risk assessments delineate risk into classes (e.g., low, moderate, and high) based on a number of inputs. Community stakeholders, including first responders, policymakers, elected officials, and neighborhood groups, use this information to inform their activities.

It’s important to keep in mind that classifications such as “low” and “moderate” risk do not mean that there is *no* risk. Many wildfires occur in areas other than “high” or “extreme” risk areas, and can have negative consequences. For this reason, communities should consider all risk when discussing potential wildfire impacts.

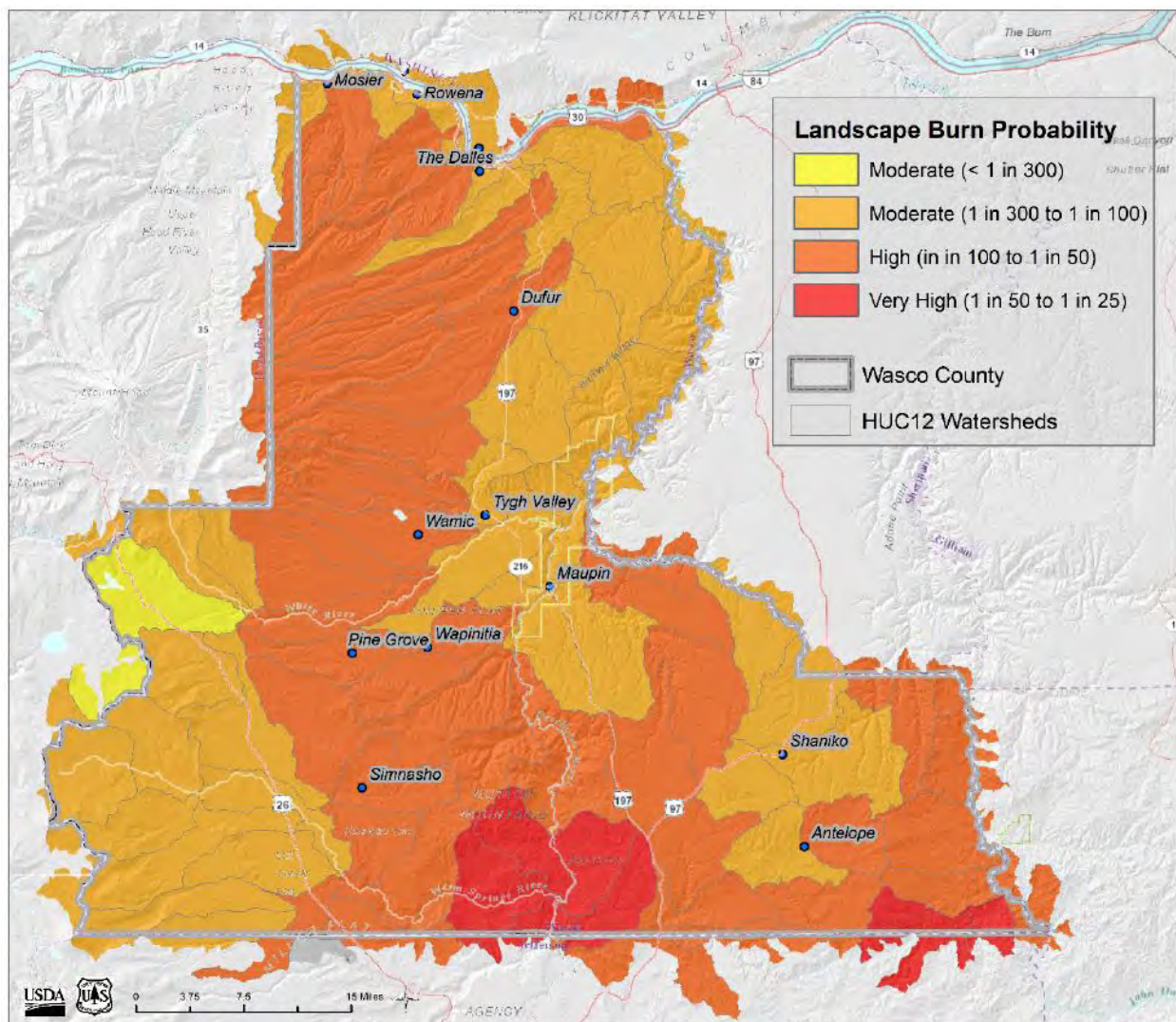
Ultimately, a community must determine what level of risk is acceptable, and make appropriate risk reduction decisions.

Likelihood

The best data product available to represent wildfire likelihood in Wasco County is the burn probability (BP) output from the FSim modeling done by the CPAW team in 2018. It represents a true annual burn probability that considers all possible weather scenarios. This provides a long-term perspective on the relative likelihood of fire for any location in the county in any given year.

To produce a map of relative likelihood for the county, the average BP for each catchment was calculated, and those averages were classified into four classes of low, moderate, high and very high (Figure 12). The classes are relative to the distribution of catchment averages only within Wasco County, and are based on quartiles. Therefore, the high and very high classes represent all catchments with an average BP value above the county median. The average BPs for watersheds range from 0 to 0.025, with a mean of 0.01. This means, on average, any *specific location* (i.e., 180-m pixel) has about a 1 in 100 chance of burning in any given year.

Figure 9. Relative Likelihood of Wildfire in Wasco County, Source: 2018 CPAW



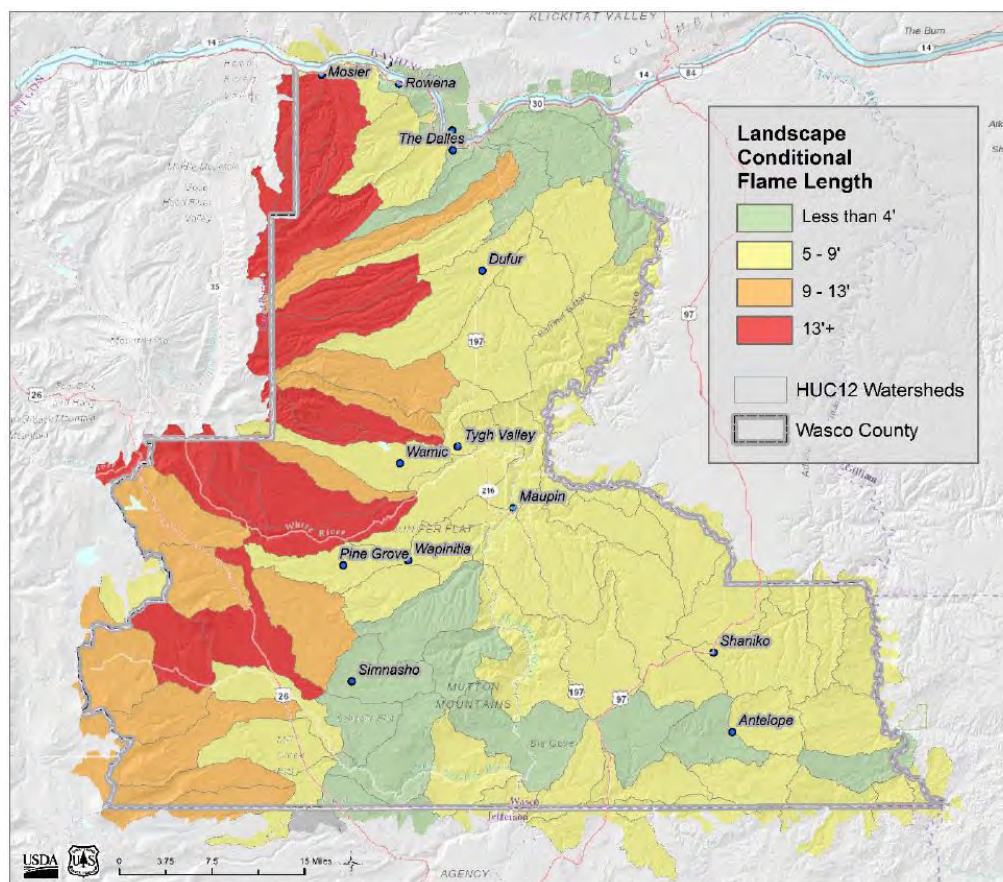
In general, wildfire likelihood is highest in the forested western portions of the County, and the sage grasslands to the south and east. Agricultural lands in the north eastern portion of the County have lower likelihood, but as seen in the 2018 fires, can be extremely fast moving and damaging. This area contains vast swaths of dryland wheat and is some of the densest agricultural land in the County. When mapped on a standard national scale for burn probability, it is clear that most of the county is in the moderate to high range of burn probability. Indeed, the average of annual burn probability for the county is quite high compared to many other areas of the country.

Intensity

The datasets available to represent potential wildfire intensity include the flame length modeled for a typical fire day (90th percentile) using FlamMap, and the conditional flame length from FSim that represents the average intensity for each pixel from many simulated fires. The two products are fairly similar, but the intensity from FlamMap may be more appropriate for the purposes of the CWPP. The fact that FSim intensities are averaged across many fires representing a range of conditions causes less variation from one catchment to another and fewer catchments showing potential for higher intensity fire. Therefore, the flame length map from FlamMap is presented here.

The map of relative wildfire intensity for the county was created by calculating the average 90th percentile flame length for each catchment and grouping those into four classes (Figure 14). In this case, the classes are based on standard flame length categories of 0 to 4 feet, 5 to 9 feet, 9 to 13 feet, and 13 feet and greater. The average flame lengths for catchments range from 0.01 to 14, with a mean of 3.8 feet.

Figure 10. Potential Flame Length for a Typical Fire Day in Wasco County (Landscape level), Source: 2018 CPAW



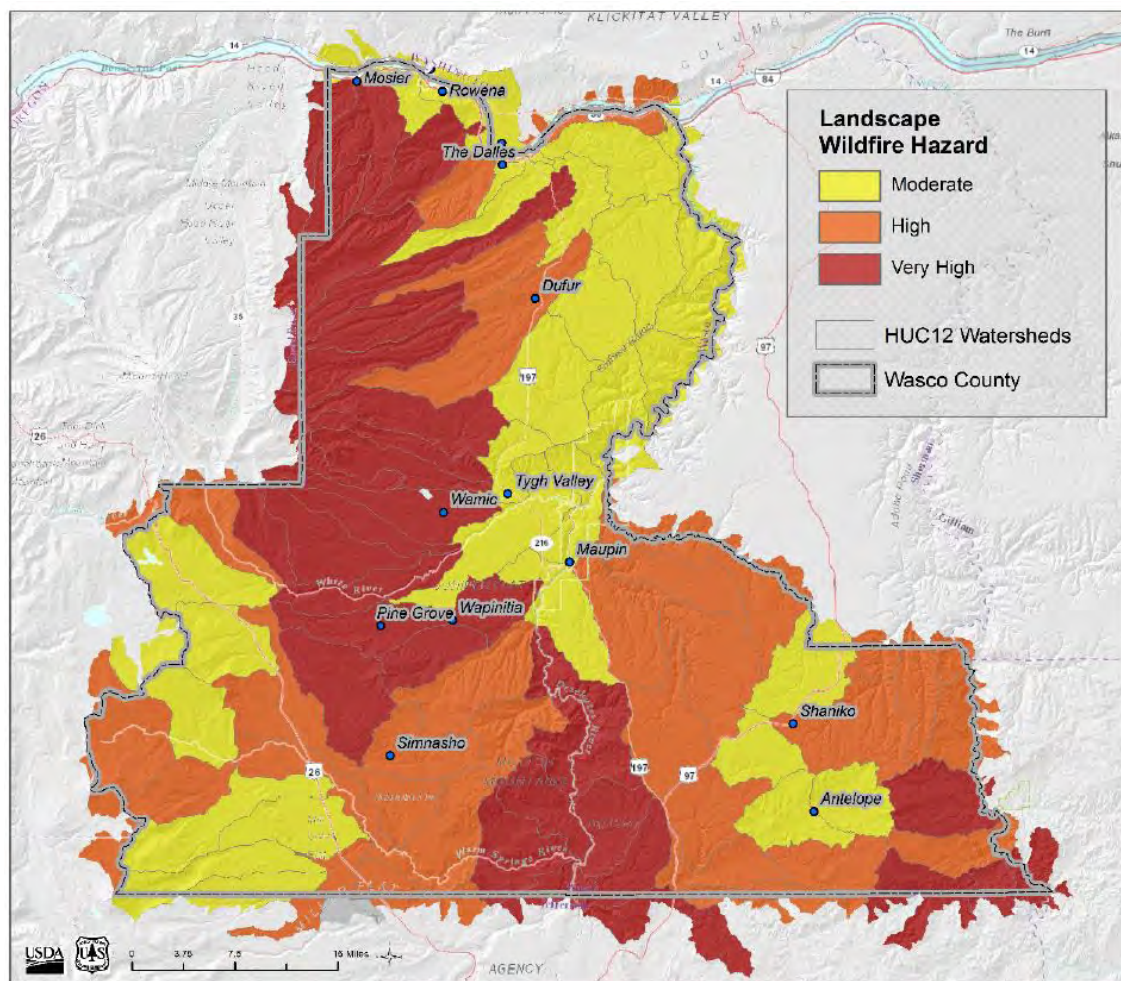
The majority of the county has low to moderate potential flame lengths under the modeled 90th percentile conditions.

Hazard

Taken together, the likelihood and intensity sides of the wildfire risk triangle represent wildfire hazard. An index of hazard, therefore, can be calculated by multiplying burn probability by the expected flame length. We did this at the pixel level by multiplying the burn probability from FSim by the 90th percentile flame length values modeled by FlamMap. The result represents the relative degree of wildfire hazard for each pixel under 90th percentile weather conditions. The average of this hazard index within each catchment polygon is presented here (Figure 15). As with likelihood, the average hazard values for catchments were grouped into four classes based on quartiles of the distribution across the county. The actual numeric values of hazard are less directly interpretable than BP or flame length, but they do provide a relative depiction of hazard across a landscape.

In comparing all three maps, the contributions of likelihood and intensity are both apparent in the hazard map. As with likelihood, the areas of highest hazard are in the western and southern portions of Wasco County, but there are pockets of high to very high hazard in each sub basin.

Figure 11. Relative Wildfire Hazard in Wasco County, Source: CPAW 2018



Susceptibility and Risk

Information about susceptibility (or vulnerability) of specific assets is more difficult to map. A partnership among Oregon Department of Forestry, Oregon State University Institute for Natural Resources, OSU Libraries and Press, the US Forest Service, and a wide variety of stakeholders throughout Oregon created the Oregon Explorer website, and specifically the Oregon Wildfire Risk Explorer tool for this purpose.

The Oregon Wildfire Risk Explorer is designed to increase wildfire awareness, give a comprehensive view of wildfire risk and local fire history, and educate users about wildfire prevention and mitigation resources. The site provides decision support for homeowners, communities, and professionals to identify and prioritize local fire prevention and mitigation efforts.

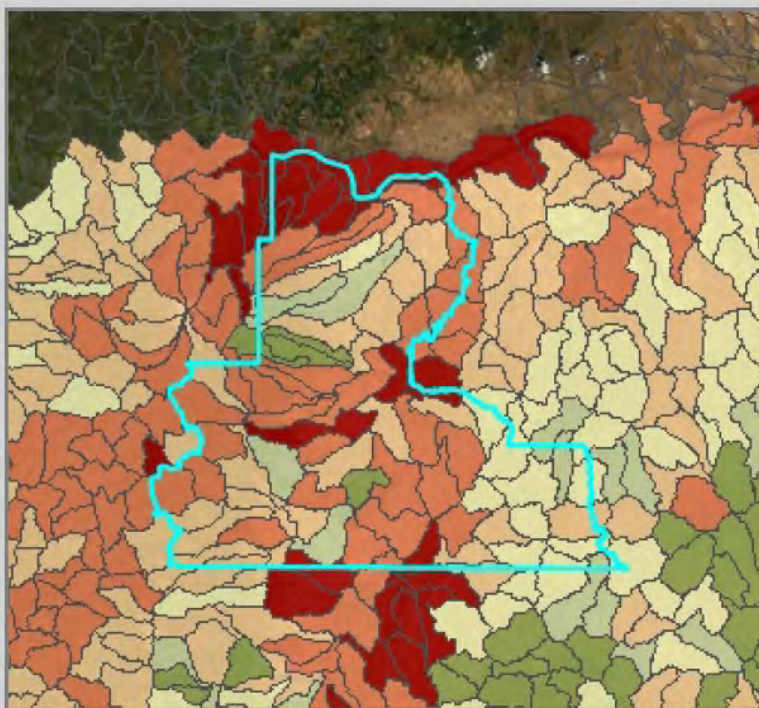
The Advanced Wildfire Risk Explorer serves professional planners to inform updates to Community Wildfire Protection Plans (CWPP) and Natural Hazard Mitigation Plans (NHMP), with extensive data resources, detailed summaries, and full wildfire risk inventory report. The following sections represent excerpts from the full report that was pulled for Wasco County on December 28, 2020. It can be viewed in its entirety in Appendix A.

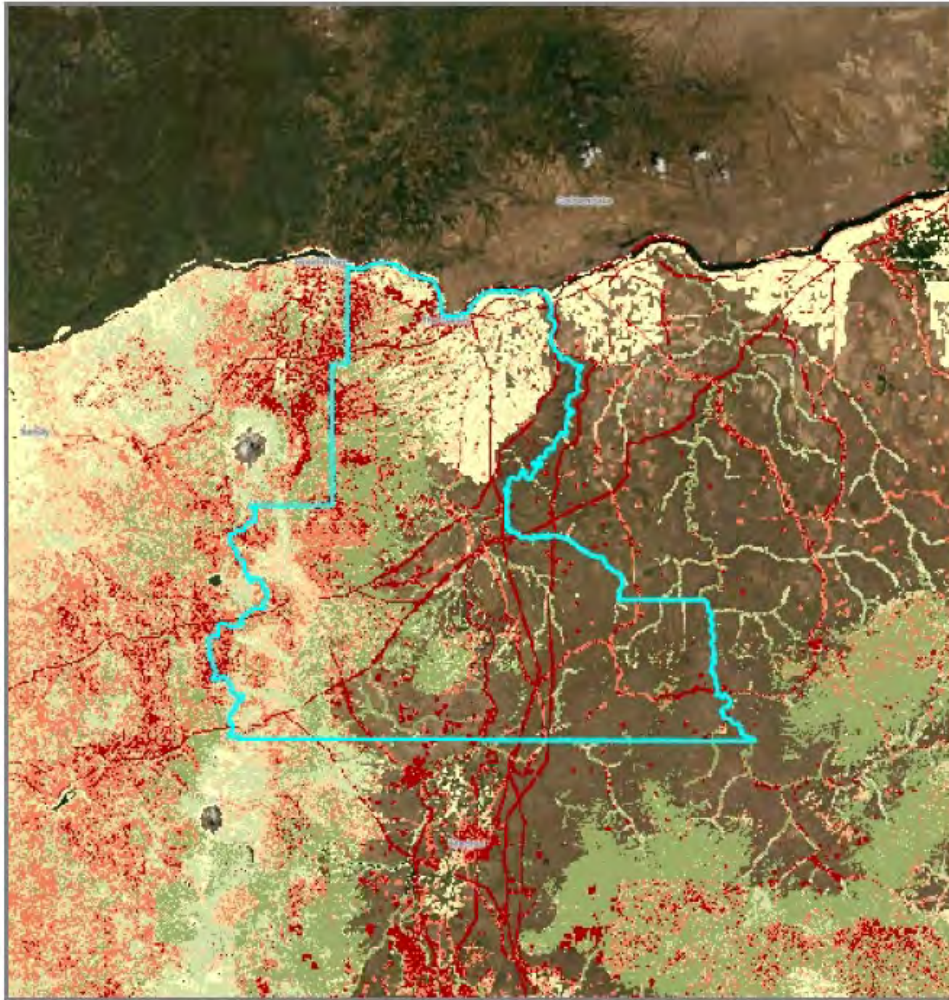
The Advanced Oregon Wildfire Risk Explorer (OWRE) map viewer organizes data into folders based on wildfire risk concepts. All OWRE advanced reports will include information about Overall wildfire risk, Burn probability, Flame length, overall potential impact, Hazard to potential structures, Fire history, Land management, and estimated housing density. For the Wasco County report, additional data layers of interest were selected, which appear after the layers listed above in the full report.

Wildfire Risk








Overall wildfire risk takes into account both the likelihood of a wildfire and the exposure and susceptibility of mapped valued resources and assets combined. The dataset considers (1) the likelihood of wildfire >250 acres (likelihood of burning), (2) the susceptibility of resources and assets to wildfire of different intensities, and (3) the likelihood of those intensities. Blank areas either have no currently mapped assets or resources and/or are considered a non-burnable fuel in terms of wildfire. Note that agricultural lands are considered non-burnable in this map, even though fires can occur in these areas and may spread into more typically considered burnable areas such as forested lands. Data layers include: Overall wildfire risk, Wildfire risk to assets, and Wildfire risk to people and property.

Overall wildfire risk in Wasco County: sub-watershed summary map. Overall wildfire risk is summarized at the sub-watershed (6th field Hydrologic Unit Code, HUC12) level. Watershed summaries enable you to view the landscape context and identify and compare sub-watersheds for prioritization.





Overall wildfire risk: Legend

	Very High	Wildfire risk is very highly negative (top 5% of values).
	High	Wildfire risk is highly negative (80th to 95th percentile).
	Moderate	Wildfire risk is moderately negative (50th to 80th percentile).
	Low	Wildfire risk is slightly negative (29th to 50th percentile).
	Low Benefit	Wildfire is slightly beneficial (14.5 to 29th percentile).
	Benefit	Wildfire is beneficial overall (0-14.5th percentile).
	Non-burnable	There are no highly valued resources or assets mapped in the area, or it is considered non-burnable (urban, agriculture, etc).

Wildfire Threat

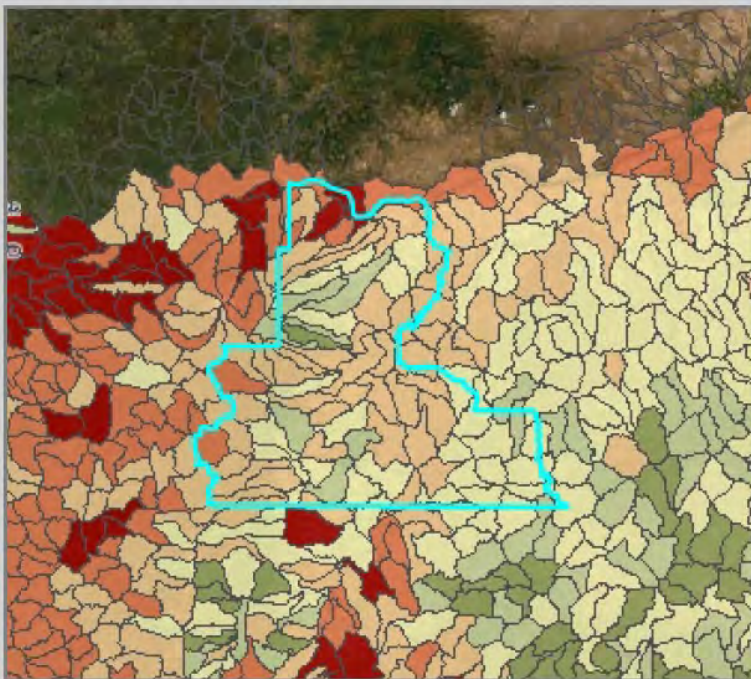
Wildfire threat shows the likelihood of a large wildfire, the average intensity and the likelihood of higher intensities, conveyed by flame length. Data layers include: Burn probability, Average flame length, Probability of exceeding 4' flames, and Probability of exceeding 8' flames. Additional data layers that

show wildfire threat are found under the Fire History and Active Fires folder, where historical fire starts and historical fire perimeters are located.

Wildfire Potential Impacts

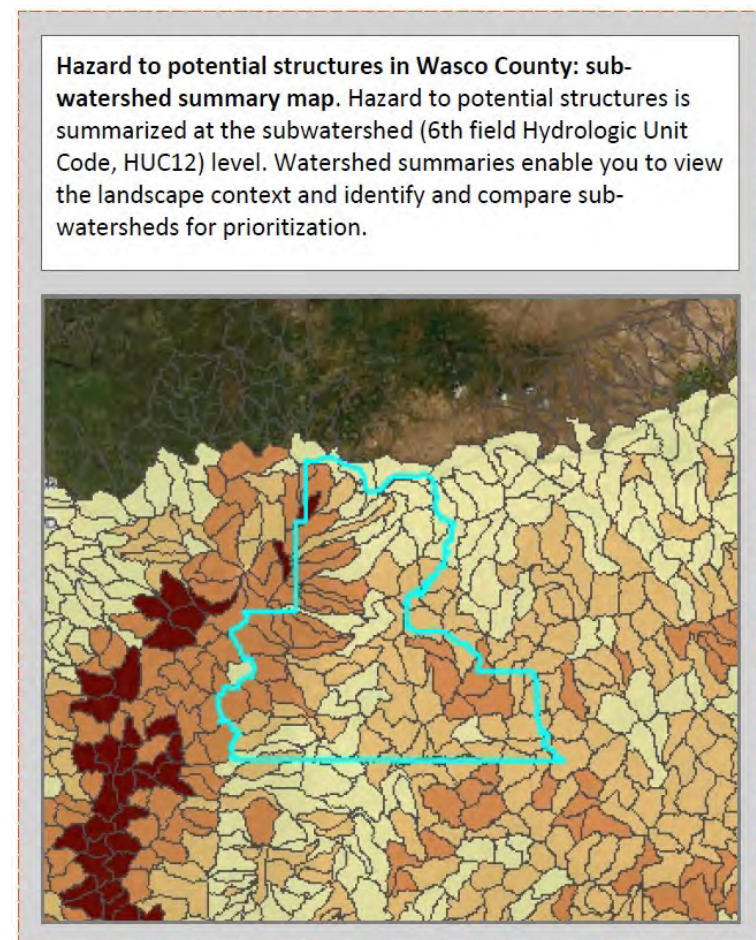
Wildfire potential impacts shows the actual exposure of mapped resources and assets. The data layers do not incorporate the likelihood of burning, they only show the consequence of wildfire if it were to occur. Data layers include: Overall potential impact, Potential impact to people and property, Potential impact to infrastructure, Potential impact to timber resources, Potential impact to wildlife, and Potential impact to forest vegetation. The layers (Potential impact to timber resources, wildlife, and forest vegetation) may be useful when targeting fuels treatment. These layers are influencing the “Benefit” areas in the Overall wildfire risk map - they show areas where there is ecological opportunity to restore historical or desired conditions and/or potentially reduce the risk of catastrophic wildfire with managed fire use or other management. The Potential impact to forest vegetation optional report element is coupled with historical fire regime information to give basic context when comparing historical and current conditions.

Overall potential impact in Wasco County: sub-watershed summary map. Overall potential impact is summarized at the sub-watershed (6th field Hydrologic Unit Code, HUC12) level. Watershed summaries enable you to view the landscape context and identify and compare sub-watersheds for prioritization.



Hazard to Potential Structures

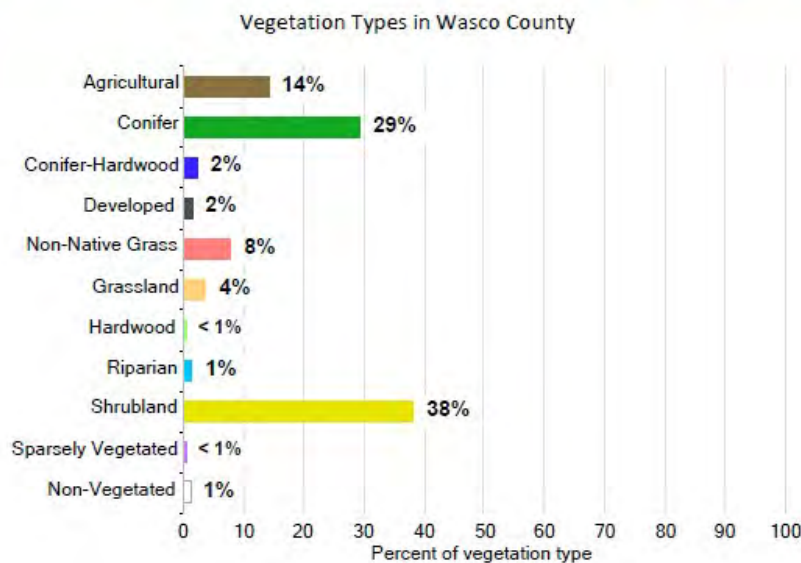
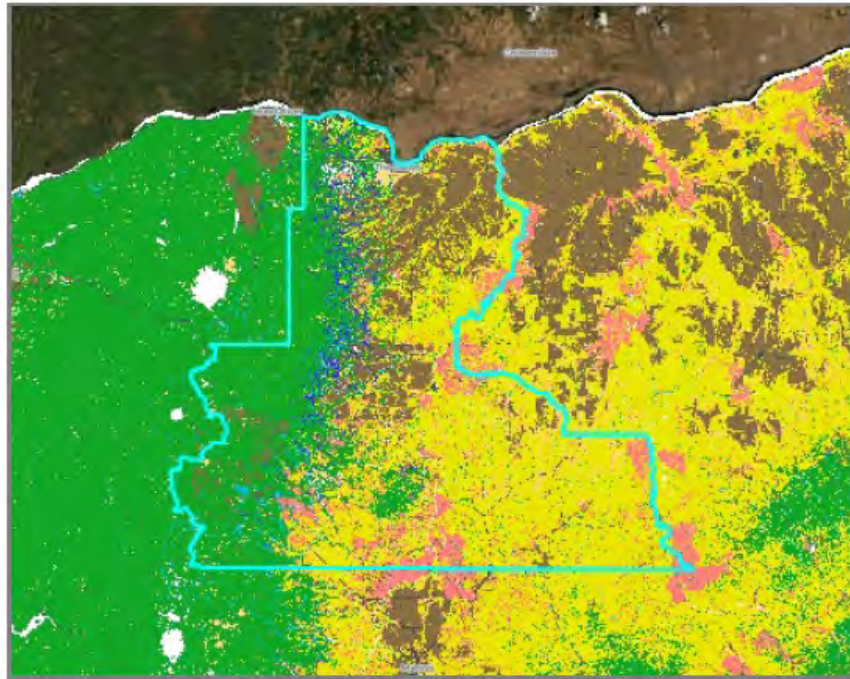
Hazard to potential structures depicts the hazard to hypothetical structures in any area if a wildfire were to occur. This differs from Potential Impacts, as those estimates consider only where people and property currently exist. In contrast, this layer maps hazard to hypothetical structures across all directly exposed (burnable), and indirectly exposed (within 150 meters of burnable fuel) areas in Oregon. As with the Potential Impacts layers, the data layer does not take into account wildfire probability, it only shows exposure and susceptibility.



Fire Model Inputs and Fuelscape

These layers are the fuels and topography used to run the fire model in the 2018 Pacific Northwest Quantitative Wildfire Risk Assessment. Data layers include: Fuel models, Fuel model groups, Forest canopy base height, Forest canopy height, Forest canopy cover, and Forest canopy bulk density, Slope, Elevation and Aspect. Fuel models and groups characterize local surface vegetation composition relative to carrying fire more precisely than a basic land cover or vegetation maps. Fuel models indicate the type of potential wildfire based on the fuels that will ignite and spread fire. Canopy data layers characterize vegetation structure for fire modeling: base height, cover, and bulk density estimates can show where there may be propensity for ladder fuels (ground vegetation and trees that reach up to tree branches and upper forest canopy), and where contiguous forest canopies have potential for canopy fire. Note that not all of these layers are available to select for use in the OWRE advanced reports, but all of them are available for download and they are described in the metadata. Also note that weather, the third part of

the three major elements that determine wildfire occurrence and intensity, is not included in this data distribution -please see the full report to understand the weather parameters used in the assessment.



For more detailed information, please see the full 2018 PNW Quantitative Wildfire Risk Assessment report:

oe.oregonexplorer.info/externalcontent/wildfire/reports/20170428_PNW_Quantitative_Wildfire_Risk_Assessment_Report.pdf

Improve Risk Assessment Information

Specific CWPP actions to improve risk assessment information are:

- 1. Update the Wasco County risk assessment and include WUI identification map.** Resulting landscape changes from the 2021 and onward wildfire seasons should be incorporated into an updated wildfire risk assessment regularly, and the digital assessment should be accompanied by more thorough on-the-ground analyses.
- 2. Explore incentives for risk reduction and enhance existing risk reduction education efforts.** Support Fire District-specific assessments and wildfire mitigations, individual defensible space incentive programs, and work with partners to develop County wide incentives for risk reduction behavior including home hardening, defensible space, and fuels reduction.

Oregon State Fire Marshal's regional Fire Risk Reduction Specialist, as well as OSFM's Analytics and Intelligence Unit, are available to provide CRA data for specific fire districts and jurisdictions using available risk assessment tools. These data can be furnished to requesting partners, either via request through the Fire Risk Reduction Specialist or via email request to OSFMDATA@osp.oregon.gov.

Risk Assessment Summary

The 2020 wildfire season was one of the worst fire seasons in Oregon history, mostly impacting western Oregon, but with several large fires in Wasco County as well. Locally, the 2018 wildfires in Wasco County were more widespread and severe, altering the local landscape significantly. Both seasons resulted in fatalities in Wasco County. The Oregon Explorer 2020 wildfire risk assessments currently available to the county through the digital analysis provided by the Oregon Explorer website will require updating through field data collection, fuels mapping, and an updated analysis of the risk based on any new information uncovered. Once this initiative is undertaken, it will take several months to complete. In order to continue the forward momentum of this CWPP update, the plan will be completed ahead of the new risk assessment and mapping. The 2020 analysis is included in this CWPP (see Appendix A) and the updated risk assessment will be added later.

Part 3: Taking a Cohesive Strategy Approach in Wasco County

Overview

The Federal Land Assistance, Management, and Enhancement Act of 2009 (known as the FLAME Act of 2009) directed the Secretary of the Interior and the Secretary of Agriculture to jointly submit a report to Congress which contained a cohesive wildfire management strategy. This led to the development of a National Cohesive Wildland Fire Management Strategy (“Cohesive Strategy”)—a multi-phased effort engaging partners from federal, state, local, and tribal governments, non-governmental organizations, and public stakeholders to examine how the nation can plan for its wildfire future.

The Cohesive Strategy is centered on three goals to achieve its vision:¹²

- **Restore and maintain landscapes:** Landscapes across all jurisdictions are resilient to fire-related disturbances in accordance with management objectives.
- **Fire adapted communities:** Human populations and infrastructure can withstand a wildfire without loss of life and property.
- **Wildfire response:** All jurisdictions participate in making and implementing safe, effective, efficient, risk-based wildfire management decisions.

In an effort to align with the Cohesive Strategy, Wasco County stakeholders expressed an interest in organizing this CWPP update to address each goal at a local level. This alignment reinforces the importance of collaboration among all local, state, and federal partners, and helps organize the multi-faceted nature of wildfire topics and mitigation strategies under the most appropriate goal.

Each of the following sections provides an overview of the topic, local information, and strategies and resources to address this goal. Specific actions are located in the Action Table (Part 4).

LEARN MORE: Cohesive Strategy

The Cohesive Strategy’s Vision for the next century is to safely and effectively extinguish fire, when needed; use fire where allowable; manage our natural resources; and as a Nation, live with wildland fire.

Three Regional Strategy Committees (Northeast, Southeast, and West) were established in 2011 to support and facilitate implementation of the Cohesive Strategy.

Oregon is part of the Western Regional Committee. More information about the Western Region’s Cohesive Strategy activities, including success stories, can be found online at wildfireinthewest.blogspot.com

¹² The National Strategy – *The Final Phase in the Development of the National Cohesive Wildland Fire Management Strategy*. Accessed May 3, 2018:

<https://www.forestsandangelands.gov/strategy/documents/strategy/CSPPhaseIIINationalStrategyApr2014.pdf>

Restoring and Maintaining Resilient Landscapes in Wasco County

Through fire suppression, human development, and the changing climate, the terrestrial ecosystem and the role of wildland fire have been significantly altered over time. Restoring landscapes to a resilient state and promoting fire's natural role in ecosystems where appropriate must be an integral part of increasing the county's resilience to wildfire and becoming fire adapted. To achieve this, an ecosystem-based approach to fire management that incorporates prescribed fire in overall land management planning objectives is important in achieving the desired fire effects and mitigating undesirable fire effects on the ecosystem and the public. Finally, post wildfire recovery is an important component in resiliency to ensure that any negative fire effects that impact the ecosystem and the community can be addressed to minimize their impact. With the diverse ownership of land, restorative land management will require a collaborative effort among multiple stakeholders.

Restoration and Maintenance Strategies

Restoration and maintenance strategies should align with the National Cohesive Strategy, as outlined below.

Ecology/Ecosystem-Based Fire Management

- Where allowed and feasible, manage wildfire for resource objectives and ecological purposes to restore and maintain fire-adapted ecosystems and achieve fire-resilient landscapes, including the importance of the high-intensity fire regime component.
- Restore forest processes that are currently under-represented in the landscape, compared to historical conditions, including low- and mixed-severity fire regimes.
- Maintain and promote the growth of specific large tree species component, which are also under-represented, across the landscape.
- Control and eradicate invasive and noxious weeds.



Masticator cutting brush and lower tree limbs (top), help to reduce ladder fuels and crowning (bottom). Credit: Inciweb.nwcg.gov (top), (bottom), US Forest Service

Fuel Treatments for Landscapes (Public and Private)

The 2005 Wasco County CWWP identified priority fuel treatment areas across the county and within specific fire districts, as well as projects that were completed, or ongoing at the time (Appendix D). The plan also provided public communications on the following possible treatment options for these areas and did not receive any significant indication of preference or opposition from the public:

- Slashing and Underburning
- Slashing and Pile Burning
- Commercial Harvest with Ground Based Systems and Under burning
- Commercial Harvest with Ground Based Systems and Chipping
- Commercial Harvest with Ground Based Systems and Pile Burning
- Commercial Harvest with Ground Based Systems and No Fuel Treatment
- Thinning (pre-commercial or commercial)



A low intensity prescribed burn along a fire line at White River achieves multiple ecological and risk reduction goals. Credit: US Forest Service.

Moving forward, the following general fuel treatment guidance should be followed:

- Continue to design and prioritize fuel treatments (prescribed fire and mechanical treatments) to reduce fire intensity, structure ignition, and negative wildfire impacts to values.
- Where feasible, implement strategically placed fuel treatments to interrupt fire spread across landscapes.
- Use and expand fuel treatments involving mechanical, biological, or chemical methods where economically feasible and sustainable, and where they align with landowner objectives.
- Reduce the risk of wildfire by removing fuels, especially small-diameter trees, while maintaining forest structure to protect ecosystem components.

Prescribed Fire

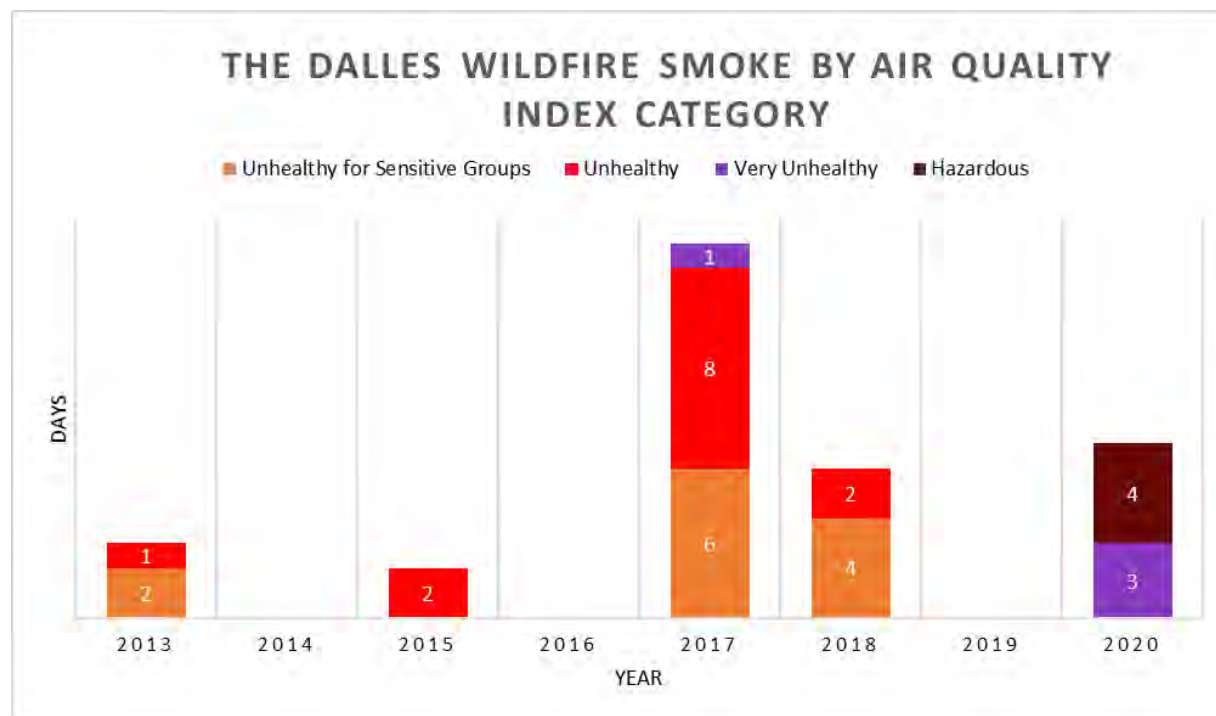
Prescribed fire continues to be recognized as an important fuel treatment and ecological restoration tool, where appropriate; therefore, stakeholders should:

- Continue and expand the use of prescribed fire to meet landscape objectives, improve ecological conditions, and mitigate negative wildfire impacts on human development.
- Ensure that prescribed fire planning includes the management of smoke in accordance with the Clean Air Act and the regulations and policies of the Environmental Protection Agency.
- Ensure that prescribed fire planning follows state and local regulations.
- Be aware of Oregon Certified Burn Manager program and the Oregon Department of Consumer and Business Services study on liability and prescribed fire insurance.

Figure 12. Wasco County Air Quality Index Category 2013 to 2020

Air Quality Index Levels of Health Concern	Numerical Value	Meaning
Good	0 to 50	Air quality is considered satisfactory, and air pollution poses little or no risk.
Moderate	51 to 100	Air quality is acceptable; however, for some pollutants there may be a moderate health concern for a very small number of people who are unusually sensitive to air pollution.
Unhealthy for Sensitive Groups	101 to 150	Members of sensitive groups may experience health effects. The general public is not likely to be affected.
Unhealthy for Sensitive Groups	151 to 200	Everyone may begin to experience health effects; members of sensitive groups may experience more serious health effects.
Very Unhealthy	201 to 300	Health warnings of emergency conditions. The entire population is more likely to be affected.
Hazardous	301 to 500	Health alert: everyone may experience more serious health effects.

Wildfire smoke trends and the air quality index - Oregon. Oregon Department of Environmental Protection Agency. (n.d.). Retrieved November 30, 2021, from <https://www.oregon.gov/deq/wildfires/Documents/WildfireSmokeTrendsReport.pdf>.

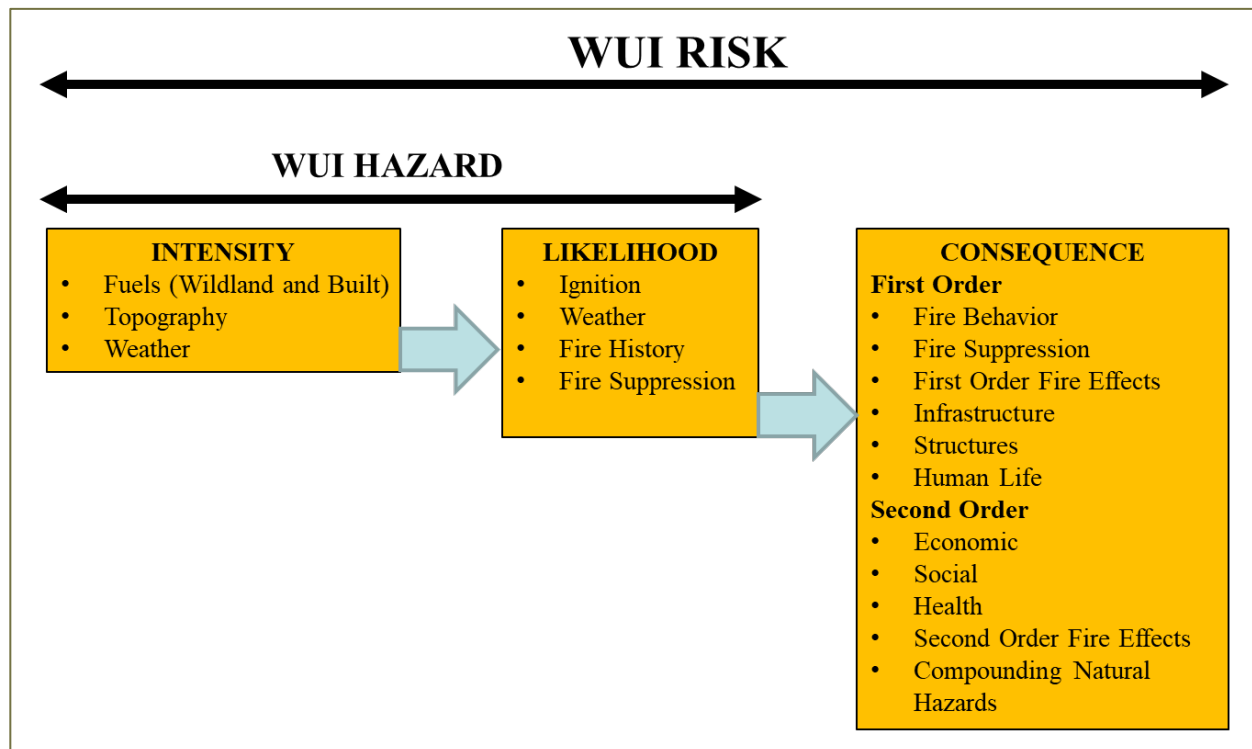


Post-Fire Effects and Recovery

A number of post-fire effects can result from either wildfire or prescribed fire occurrence. Prescribed fire planning goals and objectives are typically driven by desired ecosystem, or hazard reduction outcomes. These goals and objectives should be clearly stated in the prescribed fire plan and a monitoring program should be in place to measure the post-fire effects.

Wildfire events can result in significant post-fire impacts—both positive and negative. Risk assessments can provide guidance in anticipating post-wildfire impacts (Figure 14), mitigating these impacts before a fire occurs and reducing recovery efforts. The development of a post-wildfire recovery plan, based on the anticipated impacts, can help the communities affected become more resilient to wildfire.

Figure 13. Using a Wildfire Risk Assessment to Anticipate Post-Fire Effects



Land Management Planning (State and National Forest)

Collaborative planning efforts between county stakeholders, state, and national forest land managers should be ongoing. Actions resulting from the update of the Wasco County CWPP should be incorporated into both state and national forest land management plans.

Oregon Forestland-Urban Interface Fire Protection Act of 1997

Wasco County Fire Districts and residents work closely with the Oregon Department of Forestry (ODF) under the Oregon Defensible Space Law or commonly called Senate Bill 360.

While not utilized as one of the assessment tools for this CWPP, the Steering Committee promotes the standards of the act for private lands.

The Oregon Defensible Space Law, also known as Senate Bill 360, enlisted the aid of property owners toward the goal of turning fire-vulnerable urban and suburban properties into less volatile zones where firefighters may more

safely and effectively defend structures and properties from wildfires. The law required property owners in identified forestland-urban interface areas to reduce excess vegetation around structures and along driveways. In some cases, it is also necessary to create fuel breaks along property lines.

This program was replaced with the passage of Senate Bill 762.

Senate Bill 762

In 2021 comprehensive legislation was passed in Oregon, SB 762, to “help Oregon modernize and improve wildfire preparedness through three key strategies: creating fire-adapted communities, developing safe and effective response, and increasing the resiliency of Oregon's landscapes.”

This statewide approach to wildfire mitigation included directives for various state agencies:

- Oregon Department of Forestry (ODF) to define WUI, analyze and identify wildfire risk statewide, including WUIs
- Building Codes Services (BCS) to adopt fire hardening building codes standards for extreme or high risk areas in the WUI
- Office of State Fire Marshal (OSFM) to develop Fire Adapted Oregon framework, including new defensible space codes
- Department of Land Conservation and Development (DLCD) to identify updates to the statewide land use planning program, including amendments to zoning codes

This work is still in progress, but will be incorporated into future plans including updates to the Wasco County Land Use and Development Ordinance.

Increasing Resiliency of Landscapes

Increasing resiliency of the landscapes within the county involves reducing the wildfire potential and requires an integrated approach.

Specific CWPP actions to increase resiliency of landscapes are:

- 1. Update County Fire Safety Standards**
Fire standards, particularly in the WUI, will be updated consistent with results of SB 762 work including any increased defensible space requirements, setbacks, or road standards.
- 2. Complete a road hazard assessment.**
Identify potential areas for mitigation efforts along public access roads to improve access by fire apparatus for mitigation and response as well as evacuation.
- 3. Support collaborative efforts.**
Support rural fire protection districts, rangeland associations, the Oregon Department of Forestry and the Wasco County Forest Collaborative in wildfire risk reduction projects, upgrading equipment, and other mitigation efforts.
- 4. Work with the railroad along rivers**
Reduce maintenance work on railroads, where possible, on the rivers during fire season. Also support efforts to improve ROW vegetative management.

Promoting a Fire Adapted Wasco County

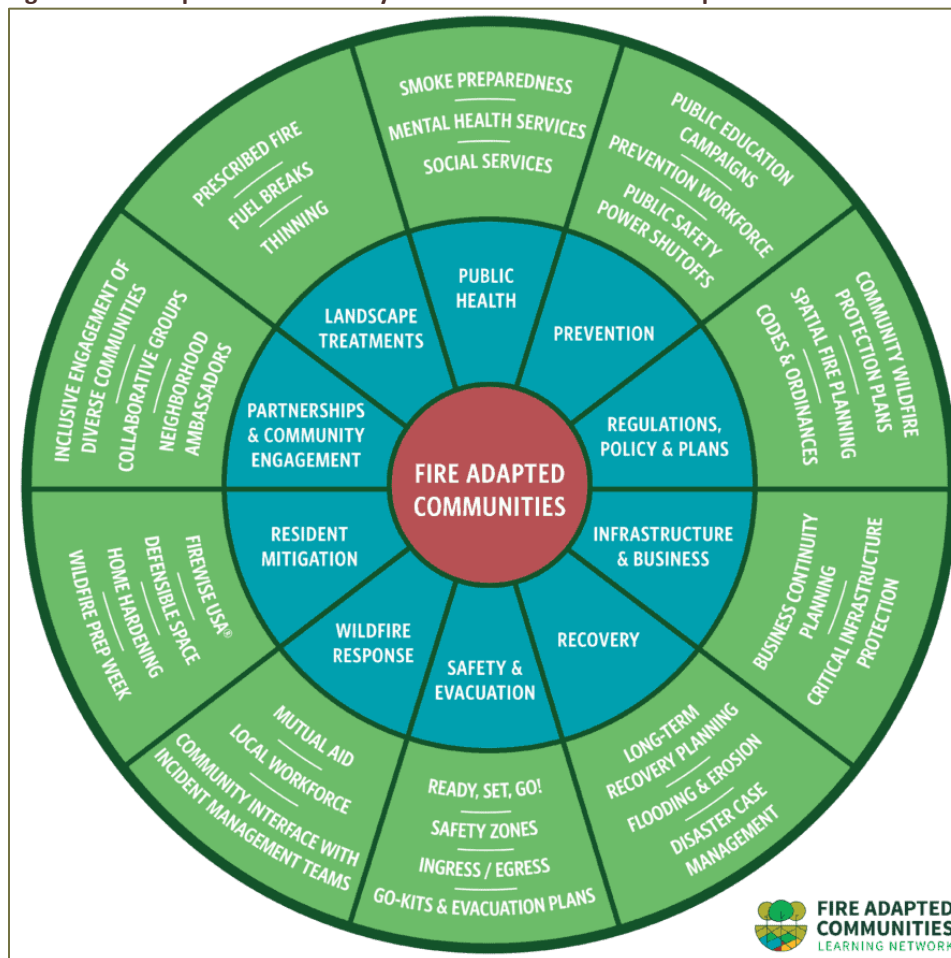
Overview

Promoting fire adapted communities focuses on preventing, preparing for, and protecting lives and properties during wildfire events and ensuring a full recovery. A fire adapted community considers all aspects of its built

environment, including homes, businesses, infrastructure, main streets, critical facilities, cultural sites, hospitals, and more.

There are many paths to becoming fire adapted, such as through education, mitigation, policies, and regulations. Fire adapted communities may implement established national programs, such as Firewise Communities/USA and Ready, Set, Go!, develop a CWPP, enhance local capacity, conduct fuel reduction and forest management activities, and utilize codes and ordinances to regulate development in fire-prone areas. The more actions a community takes, the more fire adapted it becomes (Figure 15). Because communities have limited resources, however, strategic identification of actions is necessary to best leverage fire adaptation at the local level. Promoting a fire adapted Wasco County also requires alignment with activities for restoring resilient landscapes and improving wildfire response.

Figure 14. Examples of Community Actions to Become Fire Adapted



Wildfire resources from FAC Net: Fire Adapted Communities. Fire Adapted Communities Learning Network. (2021, April 12). Retrieved November 18, 2021, from <https://fireadaptednetwork.org/resources/>.

Community Assets

Wasco County has many community assets that could be at risk to wildfire. It's important to consider these values at risk when locally planning for fire adapted communities, which broadly include:

- Homes, businesses, and commercial areas;
- Communication and power transmission lines;

- Airports and transportation corridors;
- Watersheds, creeks, rivers, lakes, forests, and open space;
- Wildlife, fisheries, and biodiversity;
- Air quality, public health, and safety;
- Local, state, federal, and tribal recreational lands;
- Historic sites, historic districts, cultural and sacred areas;
- Critical infrastructure and facilities, such as hazardous-material facilities, hospitals, public shelters, and schools;
- Timber and wood products industries.
- Agricultural lands.

Trends in Community Development and Growth

LEARN MORE: WASCO COUNTY'S ASSETS AT RISK

Wasco County's values at risk are further detailed in other local plans, including:

- The **Wasco County Natural Hazards Mitigation Plan** (2019), which provides a detailed description of critical facilities and infrastructure, and provides a vulnerability analysis and prioritization of mitigation projects.
- The **Wasco County Comprehensive Plan** (2020), which discuss local values and amenities, including public infrastructure, parks, trails, wildfire, fisheries, and cultural resources.

Wasco County is experiencing growth and change in terms of its population, land use, ownership, and development patterns. The Population Center for Research estimates that unincorporated Wasco County will see an additional 300 people by 2030. To address current and anticipated changes, the county must consider how wildfire can be further integrated into planning and development decisions. For example:

- Conversion of agricultural, forest and riparian lands to developed lands is contributing to the expansion of the wildland-urban interface. The updated wildfire hazard assessment (see Part 2) can be consulted to help evaluate proposed new developments; developments that are proposed in hazardous areas should incorporate strategies that reduce risk to the built environment and increase firefighter and public safety.
- Vulnerable populations living in wildfire-prone areas, such as the elderly and those with fixed and low incomes, may have difficulty in performing or paying for mitigation, or require additional planning for evacuations. Coordinating with emergency managers and fire districts when planning for vulnerable populations can help address unique needs.
- Continued growth in seasonal and second-homeowner markets can affect how stakeholders plan for local response needs and resources. This includes a significant increase in Recreational Vehicle Use for longer stays. Community outreach and engagement with part-time residents and visitors must accommodate unique considerations such as seasonal schedules, changes in population, or varying levels of awareness regarding local wildfire concerns.

Increasing Community Fire Adaptation & Reducing Structural Ignitability

Recent and future population and development changes, combined with an increase in wildfire risk, highlight the need for Wasco County to develop strategies to plan for and adapt to wildfire. Strategies must consider a range of current and future community values, including existing and new homes, vulnerable populations, local amenities, critical facilities and infrastructure, and businesses. Strategies can be in the form of new policies and regulations, education and outreach initiatives, and other programmatic activities that help community members prepare for, and adapt to, future wildfire events.

Strategies below are focused on leveraging existing county activities to increase their impact across the county. Actions listed below are also captured in the Action Table (Part 4).

Promote Implementation of WUI Policies and Regulations

Several key county plans already incorporate wildfire topics into their goals and actions, including the Wasco County Comprehensive Plan, Community Planning Assistance for Wildfire Wasco County Final Report, and the Wasco County Multi-Jurisdictional Natural Hazards Mitigation Plan. For example:

- Wasco County Comprehensive Plan Goal 7 features several policies to ensure consistency between plans, regular collaboration between public safety agencies, and to encourage resilient land use planning techniques for development in areas identified as high risk for wildfire.

This CWPP leverages existing plan goals to advance risk reduction by providing more detailed implementation guidance.

Specific CWPP actions to address development are:

1. Update County Fire Safety Standards

Much of this work will be driven by new defensible space, land use planning, and other statewide initiatives resulting from SB 762.

2. Adopt WUI Codes and Standards.

Home hardening and defensible space standards will be required for all high and extreme risk areas within the wildland urban interface identified by ODF statewide mapping. As of publication of the CWPP, that includes several communities in incorporated and unincorporated Wasco County. This was also identified as a critical action item by all fire partners.

LEARN MORE: Home hardening standards

Too often, structures and properties are not prepared for wildfire conditions. However, research shows that proper structure ignition measures can increase their survivability during a wildfire by decreasing their susceptibility to flames, radiant heat, and embers. These strategies aim to reduce home, business, and other property losses during a wildfire.

Oregon Senate Bill 762 (2021) created a statewide approach to a wide range of wildfire mitigation measures. The legislature directed the Building Codes Division to adopt fire hardening building code standards that could be applied to areas of the state mapped as extreme or high risk and that are in the wildland urban interface. Fire hardening refers to building materials and practices that can reduce the risk of ignition of a home by embers from wildfires. New construction standards are forthcoming.

For more information:

<https://www.oregon.gov/bcd/codes-stand/Documents/5785-howfirehardeningworks.pdf>

Promote WUI Public Education & Outreach

Mitigation strategies are often most accepted when the public and stakeholders understand their effectiveness. For example, scientific tests on building construction identify which types of materials are most effective during ember storms. When the public understands this information, they are more likely to see the value in supporting building codes that include ignition-resistant construction requirements.

Mitigation strategies are also effective in addressing existing development through education and outreach activities to help increase awareness and motivate voluntary actions. Activities can target residents and landowners, youth, industry professionals, and elected officials.

Many education and outreach efforts are already underway by local, state, and federal stakeholders, including annual promotion of Wildfire Awareness Month.

Specific CWPP actions to enhance outreach and education are:

- 1. Conduct county-wide wildfire prevention education efforts**

This includes distribution of fire prevention literature online and in person, circulating public service announcements, supporting fire prevention programs in schools, assisting communities to become Firewise Communities, and supporting one-on-one landowner contacts.

- 2. Complete survey and evaluation of home-sites.**

Partners can use NFPA 11-44, NFPA 1300 (Community Risk Assessments), or NFPA Home Ignition Zone evaluation criteria to review individual homes and provide information on how to reduce risk.

- 3. Provide landowners with signs for posting of addresses and include up to date information about wildfire risk rating to homeowners.**



From top to bottom: Prescribed burning. Firefighter directing air traffic in Wasco County and air operations on fire (2020). Credit: Jacob Hastings, OSFM.

Increasing Wildfire Response throughout Wasco County

The multiple agencies responsible for fire suppression have developed an excellent network of interagency support and cooperation. Generally, suppression resources have been able to respond to wildland fire occurrences with adequate resources using this system. However, some concern is expressed over the ability of this system to sustain itself in the face of climate change and the current trend of decreasing volunteer capacity, aging firefighters, and decreasing budgets.

Primary Stakeholders and Response Areas

Most Wasco County communities are within the jurisdictions of one of the twelve legally recognized, community-based rural fire districts, fire service areas, or a municipal fire department (Table 3).

Table 3. Overview of Community-Based Fire Response Agencies in Wasco County, OR

Community-based Fire Response Agency	Communities Served	Response Area (sq. mi)
Antelope Fire District	<ul style="list-style-type: none"> City of Antelope 	1
Ashwood-Antelope Rangeland Fire Protection Association (within Wasco County)	<ul style="list-style-type: none"> Unincorporated Ashwood-Antelope 	567
Bakeoven-Shaniko Rangeland Fire Protection Association	<ul style="list-style-type: none"> Bakeoven-Shaniko 	286
Bureau of Indian Affairs	<ul style="list-style-type: none"> Warm Springs Reservation 	615
Petersburg Rangeland Fire Protection Association	<ul style="list-style-type: none"> Petersburg 	119
Dufur Volunteer Fire and Ambulance	<ul style="list-style-type: none"> City of Dufur 	1
Juniper Flat Rural Fire Protection District	<ul style="list-style-type: none"> Juniper Flat Pine Grove 	92
Maupin Volunteer Fire Department	<ul style="list-style-type: none"> City of Maupin 	2
Mid-Columbia Fire and Rescue	<ul style="list-style-type: none"> City of The Dalles Mayer State Park Celilo Village (contracted with Bureau of Indian Affairs) Seven Mile Hill Tooley Terrace Rowena Dell 	107
Mosier Fire District	<ul style="list-style-type: none"> City of Mosier and unincorporated area around the City 	23
Shaniko Volunteer Fire Department	<ul style="list-style-type: none"> City of Shaniko 	20
Tygh Valley Rural Fire Protection District	<ul style="list-style-type: none"> Tygh Valley Butler Canyon Shady Brook 	32
Wamic Rural Fire District	<ul style="list-style-type: none"> Pine Hollow Wamic Sportsman's Park/Rock Creek 	45

The Rural Fire Protection Districts in Wasco County have a mix of paid and volunteer firefighters, with the majority (except for Mid-Columbia Fire and Rescue) being volunteers. The fire protection associations rely completely on citizen volunteers to respond to wildland fires.

Additional Stakeholders

In addition to fire suppression resources available within the fire protection districts, seasonal wildland firefighters are available through the Forest Service (USFS), Oregon Department of Forestry (ODF) and the Bureau of Land

Management (BLM). These resources are trained and equipped to fight wildland fire only; unlike the fire protection district resources, they are not trained or equipped to fight a structure fire. The USFS also offers access to national incident and area command teams and resources, when required.

Suppression Responsibilities

When an unwanted wildland fire (wildfire) is discovered in Wasco County, a fire response crew from a local fire response jurisdiction, a USFS ranger district, and/or ODF fire unit may respond, depending on its location. The Columbia Cascade Communications Center uses the “closest forces” concept in wildland fire dispatch.

This allows for the closest suppression resource to be sent, regardless of boundaries or jurisdictional responsibilities. This arrangement is particularly helpful at either end of the federally recognized fire season (typically mid-June through mid-September). When wildfires start early, as they often do, full federal fire crews are not yet employed so it is the community-based firefighter who is often first on scene.

Interagency Agreements

Through pre-established mutual aid agreements, all fire suppression resources in Wasco County are authorized to leave their jurisdictional boundaries to aid a requesting agency partner. In addition, Oregon statute allows these resources to assist throughout the state when needed/possible.

Emergency Preparedness/Evacuation

Emergency evacuation procedures are the responsibility of the Wasco County Sheriff's Office. During a wildfire, the Incident Commander (in coordination and with the approval of the agencies having jurisdiction) will recommend evacuation. Routes and locations of shelters/centers depend on fire location and numbers of affected individuals, and so must be made on a case-by-case basis at the time of the incident. Wasco County has an Evacuation Plan. For more information about it, contact the Wasco County Sheriff's Office.

Mid Columbia Fire Prevention Cooperative

Regional wildland fire agencies have created this group to work together to provide fire awareness throughout the Mid-Columbia River Gorge. The organization is committed to keeping communities safe from home and forest fires through education and preparation.

Current Suppression Challenges and Limitations

Volunteer Firefighter Capacity

LEARN MORE: Volunteer Fire Service

- Volunteer firefighters are called to a variety of emergencies, including fires, emergency medical incidents, natural disasters, terrorist incidents, water rescue emergencies, and more. Volunteers spend an enormous amount of time training to prepare for responding to these emergencies.
- Volunteers comprise 70 percent of firefighters in the United States. Of the total estimated 1,160,450 firefighters across the country, 814,850 are volunteer.
- The majority of fire departments in the United States are volunteer.
- The number of volunteer firefighters in the U.S. reached a low in 2011, and many local volunteer fire departments are struggling to meet staffing needs. Challenges includes increased time demands and rigorous training requirements.
- Learn more at the [National Volunteer Fire Council](https://nvfc.org) (nvfc.org)

Source: *National Volunteer Fire Council Fact Sheet*. 2018

The current national trend of a decreasing and aging pool of volunteer firefighters has been expressed as an increasing local concern for most departments that rely on volunteer responders. Most departments can currently function adequately when faced with in-district emergencies. However, as county and regional wildland fires grow in frequency and size—increasing the need for solid mutual and automatic aid support—and compounded with the demand of other year-round response commitments (medical calls, structure fires, rescues, motor vehicle accidents)—the majority of these departments are unable to provide support to the desired level.

Climate Change

A changing climate, resulting in fires of increased intensity and extended shoulder seasons, will require increased resources. This adds an additional stressor on volunteer firefighter capacity.

Response Area Commitment

Many of the local fire districts are responsible for significant response areas—some extending into neighboring counties and many with multiple communities or values at risk. There is some concern regarding the capacity during a heavy multiple fire load scenario that these resources that are relied upon for mutual aid will be over-committed.

STATE FIRE INSURANCE

Excerpt from “A New Vision for Wildfire Planning: A Report on Land Use and Wildfires” published in 2019 by 1000 Friends of Oregon (<https://friends.org/sites/default/files/2019-04/A%20New%20Vision%20for%20Wildfire%20Planning%202018.pdf>)

“Oregon is the only state in the nation that purchases catastrophic wildfire insurance. In the 1970s, the state began purchasing wildfire insurance and has done so almost every year since. While undoubtedly a useful investment, premiums and deductibles have risen alongside heightened wildfire risk. Even after spending \$38 million on wildfire suppression, the state was shy of hitting its \$50 million deductible. In 2013, the insurance policy cost \$854,926, but by 2016, the premium rose to \$3,529,380 and the deductible doubled from \$25 million to \$50 million. In recent years, Lloyd’s of London has considered canceling the policy altogether, which has created uncertainty and fear among state foresters. As a result, the future of the insurance policy is unclear. Even if the policy continues to be offered in the future, growing deductibles and premiums, along with increasing wildfire costs overall, are a strain on the state’s budget.”

Improving Response

Specific CWPP actions to improve wildfire response capabilities are:

1. **Maintain rural fire production district or rangeland association protection as appropriate.**
2. **Assist Rural Fire Districts in upgrading their firefighting equipment, facilities, and training as needed.**
3. **Increase interagency training and cooperative planning regarding air resources for fire suppression.**
Convene response partners to better determine appropriate utilization of air resources and review standard operating procedures regularly, modify other response and mobilization plans as necessary.

Cohesive Strategy Section Summary

Wasco County has a diverse set of community and ecological values at risk, requiring a comprehensive approach to mitigation. Ecological health challenges, increased development pressures, local fire response capacity challenges,

and climate change all increase the complexity and emphasize the need for this approach. The county anticipates future growth and must plan where and how development should occur to avoid increasing wildfire risk to lives and properties. Accordingly, the natural landscape must also be managed with the combined appropriate combination of vegetation management (mechanical, chemical, and prescribed fire) and response. Wildfire mitigation actions must consider both existing and future development to increase community fire adaptation. Actions listed in this section and summarized in the CWPP Action Plan (Part 4) advance the goals of the county, as well as increase the wildfire response capacity and overall wildfire resiliency. Actions take a wide-ranging approach to address multiple scales and stakeholders and to provide voluntary and regulatory options.

PART 4: PUTTING THE CWPP INTO ACTION

Overview

Part 4 focuses on putting the CWPP into action. The first section provides an overview of stakeholders associated with this CWPP to promote understanding of roles and responsibilities. The second section provides an action plan to guide stakeholder implementation activities. This ensures the CWPP process moves forward in tangible ways. Finally, additional guidance on plan maintenance outlines key considerations to ensure this plan stays timely and relevant in the future.

Stakeholder Roles

The success of this CWPP requires the participation of all stakeholders to engage in understanding their role and taking appropriate actions. The following table shares roles that community members at local, state, and federal levels play in Wasco County's wildfire resilience and risk reduction.

Table 4. Overview of CWPP Stakeholder Roles

Stakeholder Group	Overview of Roles
<i>City, County, and Local Partners</i>	
Elected Officials	<ul style="list-style-type: none">• Board of County Commissioners (BOCC) has jurisdiction and power to represent the county and has care of the county property, management, and business concerns.• Wasco County Sheriff is an elected position that has responsibility for the enforcement of state and county laws and statutes.• The incorporated cities of Wasco County are governed by a City Council and a Mayor.
Wasco County Planning Department	<ul style="list-style-type: none">• Responsible for developing and administering plans and regulations, including zoning and subdivision, growth policy, regional plans.
Fire Departments and Rural Fire Districts	<ul style="list-style-type: none">• Responsible for community fire response and protection services for areas across Wasco County.
Wasco County Fire Protection Association	<ul style="list-style-type: none">• Nonprofit association with members from city, county, rural, state, and federal agencies, including fire departments and districts, Wasco County Office of Emergency Management, Oregon Department of Natural Resources and Conservation, USDA Forest Service, and other organizations• Coordinates fire prevention and response activities.
Wasco County Emergency Manager	<ul style="list-style-type: none">• The Emergency Manager plays a supportive role in wildfire situations.• Administered by the Sheriff's Office

Wasco County and City Residents, Private Landowners, and Community Councils	<ul style="list-style-type: none"> Responsible for personal property and engaging in community projects.
Local Partners	<ul style="list-style-type: none"> Parks and Recreation Department, School District, Soil and Water Conservation District, and the Wasco Forest Collaborative.
State Partners	
Oregon Department of Forestry	<ul style="list-style-type: none"> The Dalles Unit of the Central Oregon District has dual protection responsibilities with several rural fire districts including: Mosier, Mid-Columbia Fire and Rescue, Dufur, Tygh Valley, Pine Wamic, and Juniper Flat, in addition to mutual assistance agreements with Warm Springs Confederated Tribes, Bureau of Land Management, and the United States Forest Services.
Oregon Department of Fish and Wildlife	<ul style="list-style-type: none"> Concerned with the effects a large wildfire could have on the winter range habitat. The Management Plan for the wildlife area states that prescribed burns may be used to reduce hazard fuels and to enhance wildlife habitat.
Oregon State Fire Marshal	<ul style="list-style-type: none"> The Fire Marshal is responsible for code enforcement, fire investigation, regional and statewide mobilization requests, fire prevention and education, as well as community risk reduction. Key programs include Fire Adapted Oregon and Response Ready Oregon, originating from Senate Bill 762.
FireSafe Oregon	<ul style="list-style-type: none"> Private, nonprofit organization coordinates and supports a statewide coalition of diverse interests working together to help Oregon's make their homes, neighborhoods, and communities fire safe.
Federal and Tribal Partners	
United States Department of Agriculture Forest Service	<ul style="list-style-type: none"> Responsible for management and protection of National Forest lands in Wasco County out of the Barlow Ranger District.
Confederated Tribes of the Warm Springs Indian Reservation	<ul style="list-style-type: none"> Manages Warm Springs Indian Reservation. Administers the Tribes Wildland Fire Prevention Plan (WFPP) covering the Reservation; it tiers into their Fire Prevention program of Risk Assessment Mitigation/Strategies (RAMS) which takes into consideration types of fuels, hazards, property values, suppression capabilities, and past fire occurrences.
Bureau of Land Management	<ul style="list-style-type: none"> Manages lands in Wasco County, primarily in the Deschutes River corridor. Responsible for protection of lands from wildfire and will respond to wildfires on nearby private lands if the fire constitutes a threat to Bureau of Land Management lands.
United States Fish and Wildlife Service	<ul style="list-style-type: none"> Administers environmental stewardship programs and services to guide conservation, development and management of national fish and wildlife resources.
	<ul style="list-style-type: none"> Issues permits under various wildlife laws and treaties.
Natural Resource Conservation Service	<ul style="list-style-type: none"> Technical assistance and land management support to natural and working private land owners.

Action Plan

The following action plan (Table 5) captures actions listed throughout this CWPP. Each action has a proposed lead(s) responsible for advancing the action, a priority level for implementation, a desired timeframe for completion, and any additional notes relevant to support the action. Many actions may relate to one another.

Priorities were determined through the following method:

For Core Group Identified Priorities:

The Overall Risk (1-3) was identified: How great a risk does this issue present to the community if this project is not completed?

1. No Risk
2. Moderate Risk
3. Extreme Risk

Impact (1-3) created by the action: What is the impact to Wasco County if this project is completed?

1. Little impact
2. Moderate impact
3. Significant impact

Resources Needs (1-3) to complete the priority: How much staff and money are needed to achieve the project?

1. Minimal resources
2. Moderate resources
3. Significant resources

Time required (1-3) to complete the project: How much time will be required to complete

1. 1 year or less
2. 1-2 years
3. 2 or more years

Community-Identified Priorities:

Community Feedback (1-3): How did the community rate this as a priority?

1. Low priority
2. Middle priority
3. High priority

Scores were then combined to identify whether it was a high, medium, or low priority project based on community input, resource needs, risk, and impact.

Table 5. Wasco County CWPP Action Plan

Action	Lead(s)	Priority	Timeframe	Notes
Plan Implementation and Update				
1. Assign a County Wildfire Coordinator to represent Wasco County in matters pertaining to the county and the implementation of the CWPP	Planning	Medium to High	0-3 years	
2. Update the CWPP on a five year cycle or as needed.	Planning	Medium	3+ years	
3. Update County Fire Safety Standards	Planning	Medium	0-1 year	Slated for 2023
4. Adopt the WUI Code and Standards (Home hardening and defensible space)	Building Codes Services, OSFM	High	0-1 year	Will be mandatory for high or extreme risk areas within WUI boundaries
Risk Assessment				
5. Update the Wasco County risk assessment and include WUI identification map.	USFS, County, ODF, OSFM, BLM, NRCS, OSU Extension Office	Medium	0-3 years	
6. Explore incentives for risk reduction and enhance existing risk reduction education efforts.	Fire Districts, County, ODF, OSFM	Low to Medium	0-3 years	
Resilient Landscapes and Fire Adapted Communities				
7. Complete a road hazard assessment	County, Fire Districts	Medium	0-3 years	Also prioritized in NHMP, County has applied for a grant to support this effort.
8. Support collaborative efforts	County Fire Districts, Rangeland Associations, ODF, Forest Collaborative	High	Ongoing	
9. Work with railroad to reduce maintenance work during fire season and improve ROW vegetative management	County, Fire Districts	Medium	3+ years	
Public Education and Outreach				
10. Conduct county-wide wildfire prevention education efforts	County, Fire Districts, ODF, USFS, BLM	High	Ongoing	

Action	Lead(s)	Priority	Timeframe	Notes
11. Complete survey and evaluation of home sites	Fire Districts	Medium	Ongoing	
12. Provide landowners with signs for posting of addresses and include up to date information about wildfire risk rating to home owners	Fire Districts, County	High	Ongoing	
Improved Response				
13. Maintain rural fire protection district or rangeland association protection as appropriate.	County, Fire Districts, OSFM, OEM, ODF	High	Ongoing	
14. Assist Rural Fire Districts in upgrading their firefighting equipment, facilities and training as needed.	OEM, Fire Districts, County, ODF	High	Ongoing	
15. Increase interagency training and cooperative planning regarding air resources for fire suppression.	Fire Districts, ODF, OSFM	High	1-2 years	

Plan Updates and Maintenance

The continuous nature of implementing the Action Plan makes this CWPP a living document. Different stakeholders will be meeting at various times to discuss and implement applicable actions—some of which may take months or years to complete, while others could be ongoing.

An annual review of the action plan with lead stakeholders, as identified in the Action Plan, will help further coordinate and re-evaluate the status of actions. More significant updates should occur on an as-needed basis, such as following significant fire seasons.

A major update to this CWPP should be anticipated on a five-year cycle. This increases the efficiency of stakeholder participation and further links content between both plans. The major CWPP update will include:

- Review of all content to confirm accuracy of information, such as recent wildfire history, changes to demographics and land ownership, fire response areas, and more.
- Re-assessment of risk inputs based on changes to the local environment.
- Confirmation of participating stakeholders, stakeholder roles, and signatories.
- Updated Action Plan based on revised content, updated risk assessment, and stakeholder interests.
- Updated mitigation projects

Importantly, keeping the plan updated also helps share successes with other stakeholders and community members as Wasco County increases its capacity for resilient landscapes, fire adapted communities, and efficient response capabilities.

Action Plan & Stakeholder Summary

The CWPP Action Plan builds on the information provided in Parts 1-3 of this CWPP and was collaboratively developed by stakeholders representing different areas of expertise and perspectives. Upon adoption of this CWPP update, stakeholders—including the public—are ready to move forward with implementing actions that prepare Wasco County for future wildfire seasons. As implementation occurs, lead stakeholders (as outlined in the CWPP Action Plan) will continue to coordinate activities and evaluate outcomes to ensure actions remain timely, relevant, and successfully achieve the desired results.

Appendix A: Oregon Wildfire Risk Explorer-Advanced Report for Wasco County

This report summarizes wildfire risk in Wasco County from the Advanced Oregon Wildfire Risk Explorer map viewer (OWRE). Wildfire risk combines the likelihood of a fire occurring with the exposure and susceptibility of valued resources and assets on the landscape.

Nearly all areas in Oregon experience some level of wildfire risk. Conditions vary widely with local topography, fuels, and local weather, especially local winds. In all areas, under warm, dry, windy, and drought conditions, expect higher likelihood of fire starts, higher fire intensities, more ember activity, a wildfire more difficult to control, and more severe impacts. The OWRE Advanced Report provides wildfire risk information for a customized area of interest to support Community Wildfire Protection Plans (CWPPs), Natural Hazard Mitigation Plans (NHMPs), and fuels reduction and restoration treatments in wildfire-prone areas in Oregon.



Oregon Wildfire Risk Explorer- Advanced Report

Wasco County

1,532,385 Acres: (2,394 Sq. Miles)



Generated: December 28, 2020

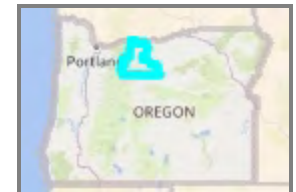
Weather and vegetation conditions vary daily and seasonally. For current conditions and local fire restrictions, contact your local fire district or visit: www.keeporegongreen.org/current-conditions

INTRODUCTION

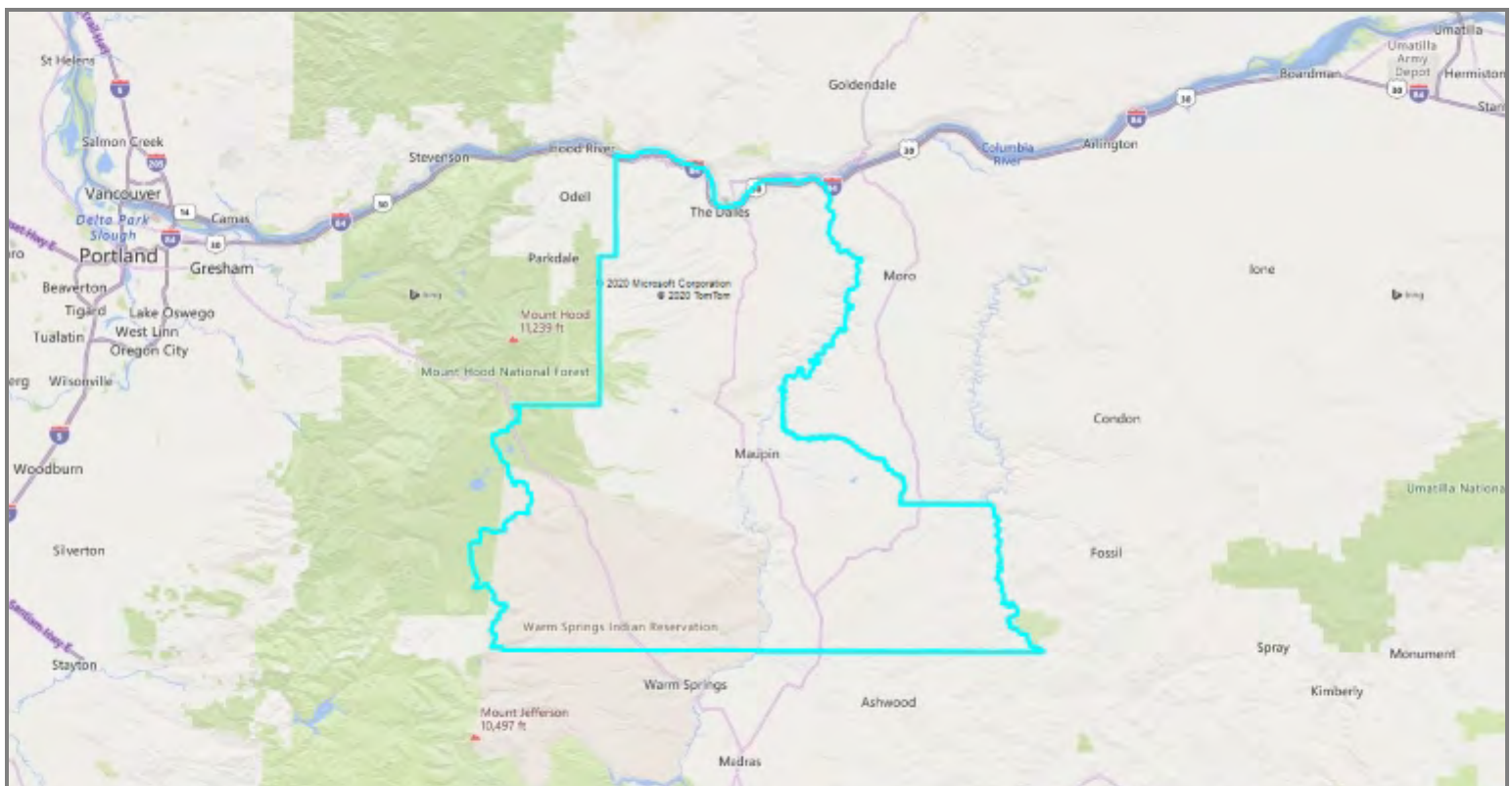
This report summarizes wildfire risk in Wasco County from the [Advanced Oregon Wildfire Risk Explorer map viewer](#) (OWRE). Wildfire risk combines the likelihood of a fire occurring with the exposure and susceptibility of valued resources and assets on the landscape.

Nearly all areas in Oregon experience some level of wildfire risk. Conditions vary widely with local topography, fuels, and local weather, especially local winds. In all areas, under warm, dry, windy, and drought conditions, expect higher likelihood of fire starts, higher fire intensities, more ember activity, a wildfire more difficult to control, and more severe impacts.

Wasco County in Oregon



Wasco County Reference Map



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GUIDELINES

The OWRE Advanced Report provides wildfire risk information for a customized area of interest to support Community Wildfire Protection Plans (CWPPs), Natural Hazard Mitigation Plans (NHMPs), and fuels reduction and restoration treatments in wildfire-prone areas in Oregon. Here are some things you need to know about this information:

The Advanced OWRE map viewer provides **wildfire risk assessment** data primarily from the 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, produced by the US Forest Service with a coalition of local fire managers, planners, and natural resource specialists in both Washington and Oregon. The assessment uses the most current data (incorporating 2017 fires) and state-of-the art fire modeling techniques, and is the most up-to-date wildfire risk assessment for Oregon. The assessment characterizes risk of large wildfires (>250 acres). Data also comes from the 2013 West Wide Wildfire Risk Assessment, Oregon Department of Forestry (ODF), and other sources.

Wildfire risk is modeled at a landscape scale. The data does not show access for emergency response, home construction materials, characteristics of home ignition zones, or NFPA Firewise USA® principles. For CWPP and NHMP updates you may want to **consider two scales**:



- first, use data from the OWRE to characterize and understand the fire environment and fire history in your area broadly at a landscape scale, focusing on watersheds or counties;
- then, overlay local knowledge, focusing on communities, fire protection capabilities, local planning areas, and defensible space concepts for neighborhoods and homes.

The OWRE Advanced Report will provide the landscape context of the current fire environment and fire history upon which you can build your local plans toward resilience by preparing and mitigating the larger landscape wildfire risk.

The OWRE Advanced Map Viewer and Report will not replace local knowledge of communities you may consider high risk. Continue to use local Fire Department and ODF knowledge to generate CWPP concern areas. OWRE will produce broad scale maps for your CWPP area as a whole, but maps and data will contain some inaccuracies, which are most prevalent at fine scales.

Recommended additional information sources for wildfire planning:

- Oregon Department of Forestry CWPP list - <https://www.oregon.gov/ODF/Fire/Pages/CWPP.aspx>
- Oregon Explorer Communities Reporter - demographic and other data for counties and communities
<https://oe.oregonexplorer.info/rural/CommunitiesReporter/>
- Wildland Urban Interface Toolkit - https://www.usfa.fema.gov/wui_toolkit/wui_planning.html
- Wildland Urban Interface Wildfire Mitigation Desk Reference Guide -
<https://www.nwcg.gov/sites/default/files/publications/pms051.pdf>
- Oregon Spatial Data Library - <https://spatialdata.oregonexplorer.info/geoportal/>
- NFPA Firewise USA® - teaching people how to adapt to living with wildfire and encouraging neighbors to work together and take action to prevent losses. - <https://www.nfpa.org/Public-Education/By-topic/Wildfire/Firewise-USA>
- Headwaters Economics - Full Community Costs of Wildfire -
<https://headwaterseconomics.org/wildfire/homes-risk/full-community-costs-of-wildfire/>

This Advanced Wildfire Risk Report was generated from the Advanced Oregon Wildfire Risk Explorer map viewer at: tools.oregonexplorer.info/OE_HtmlViewer/index.html?viewer=wildfireplanning. This site is intended for wildfire professionals and planners. For a basic summary of wildfire risk geared toward a public audience, visit the basic OWRE map viewer: tools.oregonexplorer.info/OE_HtmlViewer/index.html?viewer=wildfire.



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WILDFIRE RISK ASSESSMENT CONCEPTS & DATA

The Advanced Oregon Wildfire Risk Explorer (OWRE) map viewer organizes data into folders based on wildfire risk concepts. All OWRE advanced reports will include information about Overall wildfire risk, Burn probability, Flame length, Overall potential impact, Hazard to potential structures, Fire history, Land management, and Estimated housing density. Users can select additional data layers of interest, which will appear after the layers listed above.

Wildfire Risk

Overall wildfire risk takes into account both the likelihood of a wildfire and the exposure and susceptibility of mapped valued resources and assets combined. The dataset considers (1) the likelihood of wildfire >250 acres (likelihood of burning), (2) the susceptibility of resources and assets to wildfire of different intensities, and (3) the likelihood of those intensities. Blank areas either have no currently mapped assets or resources and/or are considered a non-burnable fuel in terms of wildfire. Note that agricultural lands are considered non-burnable in this map, even though fires can occur in these areas and may spread into more typically considered burnable areas such as forested lands. Data layers include: Overall wildfire risk, Wildfire risk to assets, and Wildfire risk to people and property.

Wildfire Threat

Wildfire threat shows the likelihood of a large wildfire, the average intensity and the likelihood of higher intensities, conveyed by flame length. Data layers include: Burn probability, Average flame length, Probability of exceeding 4' flames, and Probability of exceeding 8' flames. Additional data layers that show wildfire threat are found under the Fire History and Active Fires folder, where historical fire starts and historical fire perimeters are located.



Wildfire Potential Impacts

Wildfire potential impacts shows the actual exposure of mapped resources and assets. The data layers do not incorporate the likelihood of burning, they only show the consequence of wildfire if it were to occur. Data layers include: Overall potential impact, Potential impact to people and property, Potential impact to infrastructure, Potential impact to timber resources, Potential impact to wildlife, and Potential impact to forest vegetation. The layers (Potential impact to timber resources, wildlife, and forest vegetation) may be useful when targeting fuels treatment. These layers are influencing the "Benefit" areas in the Overall wildfire risk map - they show areas where there is ecological opportunity to restore historical or desired conditions and/or potentially reduce the risk of catastrophic wildfire with managed fire use or other management. The Potential impact to forest vegetation optional report element is coupled with historical fire regime information to give basic context when comparing historical and current conditions.

Hazard to Potential Structures

Hazard to potential structures depicts the hazard to hypothetical structures in any area if a wildfire were to occur. This differs from Potential Impacts, as those estimates consider only where people and property currently exist. In contrast, this layer maps hazard to hypothetical structures across all directly exposed (burnable), and indirectly exposed (within 150 meters of burnable fuel) areas in Oregon. As with the Potential Impacts layers, the data layer does not take into account wildfire probability, it only shows exposure and susceptibility.

Fire Model Inputs and Fuelscape

These layers are the fuels and topography used to run the fire model in the 2018 Pacific Northwest Quantitative Wildfire Risk Assessment. Data layers include: Fuel models, Fuel model groups, Forest canopy base height, Forest canopy height, Forest canopy cover, Forest canopy bulk density, Slope, Elevation and Aspect. Fuel models and groups characterize local surface vegetation composition relative to carrying fire more precisely than a basic land cover or vegetation maps. Fuel models indicate the type of potential wildfire based on the fuels that will ignite and spread fire. Canopy data layers characterize vegetation structure for fire modeling: base height, cover, and bulk density estimates can show where there may be propensity for ladder fuels (ground vegetation and trees that reach up to tree branches and upper forest canopy), and where contiguous forest canopies have potential for canopy fire. Note that not all of these layers are available to select for use in the OWRE advanced reports, but all of them are available for download and they are described in the metadata. Also note that weather, the third part of the three major elements that determine wildfire occurrence and intensity, is not included in this data distribution - please see the full report to understand the weather parameters used in the assessment.

For more detailed information, please see the full 2018 PNW Quantitative Wildfire Risk Assessment report:

oe.oregonexplorer.info/externalcontent/wildfire/reports/20170428_PNW_Quantitative_Wildfire_Risk_Assessment_Report.pdf



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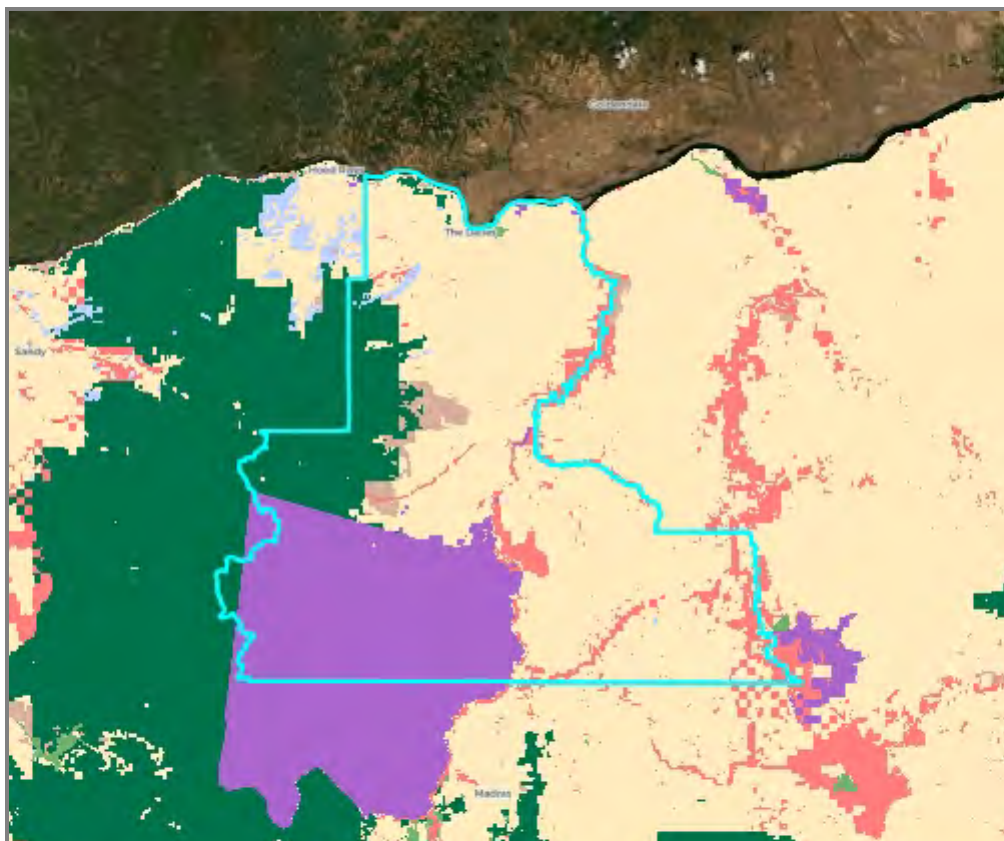
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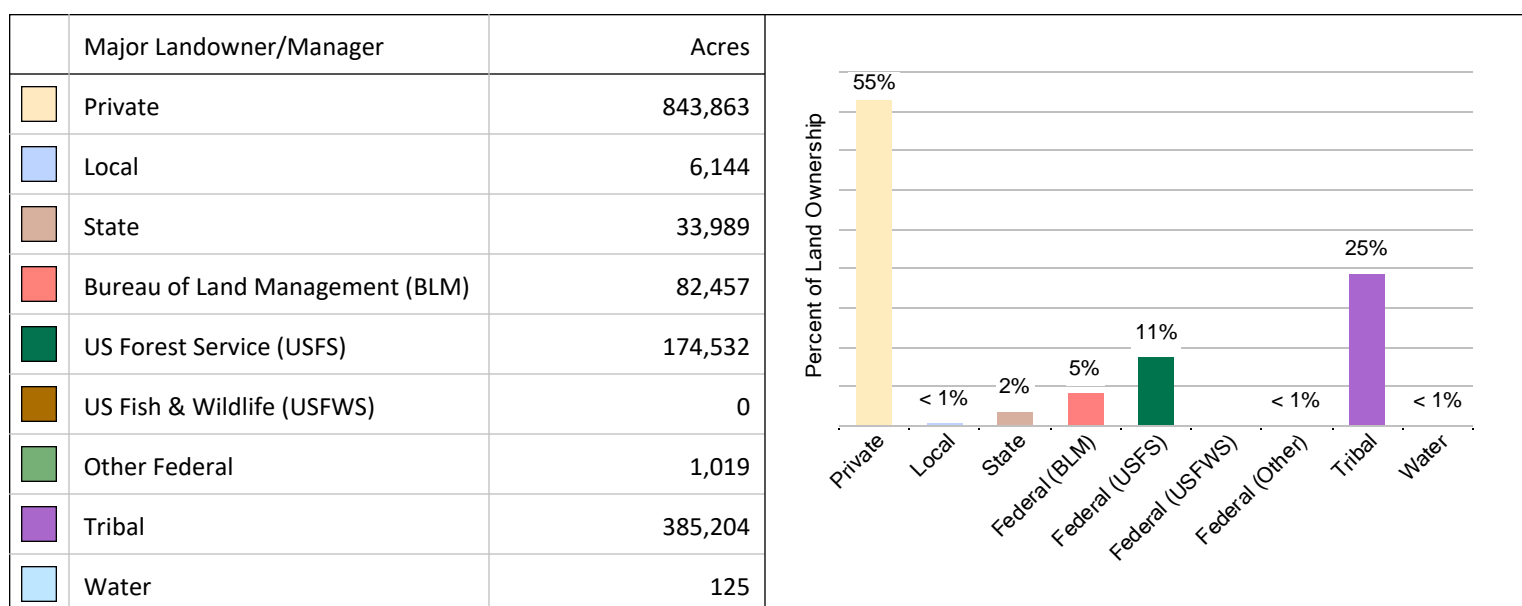
LAND OWNERSHIP AND MANAGEMENT



Knowing the land ownership and management in an area is important for hazard planning and awareness when wildfires occur. Oregon has a complete and coordinated wildfire management system between local, private, tribal, state, and federal agencies. These entities participate to fight fire in local areas and throughout the state according to their jurisdictions and protection responsibilities. Different land owners and managers have a variety of highly valued resources and assets to protect. Agencies differ in land use and overall management, including fire management.

The map, table and charts below show the breakdown of ownership types in your area.

Wasco County



Source: Bureau of Land Management, 2015

* Values may add up to over 100% due to rounding precision



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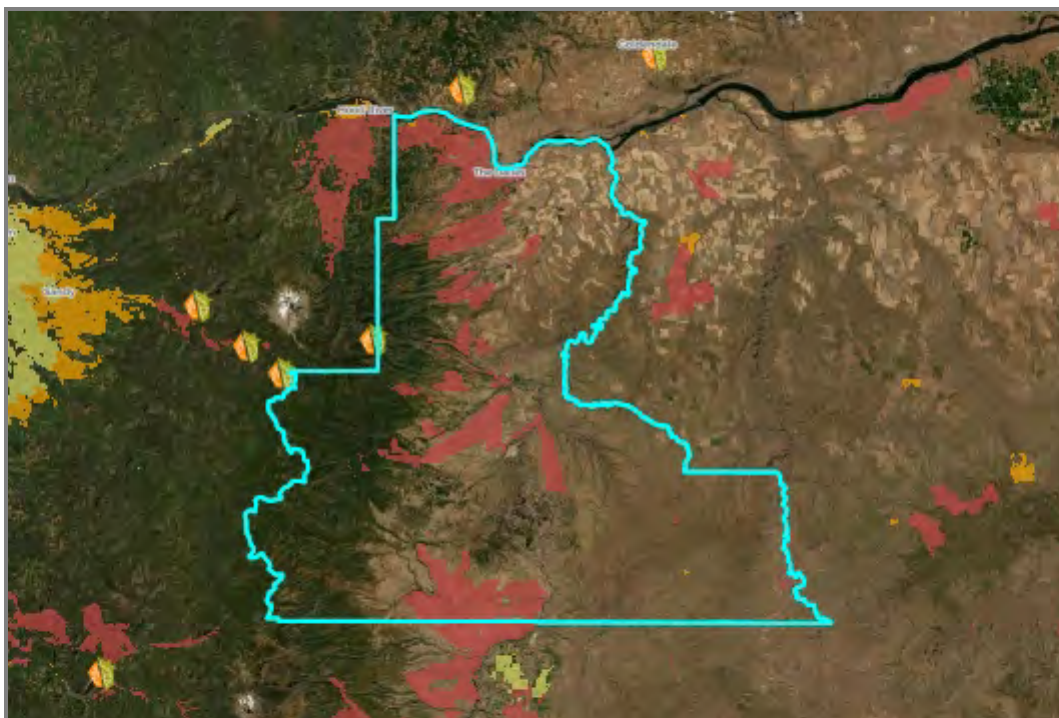
OREGON WUI COMMUNITY HAZARD RATINGS

Counting locally identified communities and neighborhoods, there are up to 6.9 million acres of Wildland Urban Interface (WUI) areas in Oregon. These areas were identified using a base WUI dataset from Radeloff, V.C., et. al, 2017 (published by USFS RDA), which incorporated 2010 census and 2011 land cover data. Locally mapped communities from Community Wildfire Protection Plans (CWPPs) from 2008 through 2013 were associated with the WUI geography. Department of Land Conservation & Development 2017 Oregon Land Use Zoning was also included for recent residential and developed or developing rural growth since the 2010 census. A cross-check was also made with the “100 Communities at Risk” report from the QWRA. Note that this WUI acreage contrasts with the 2.4 million acres from the West Wide Risk Assessment (Where People Live/Wildland Development Areas). The source Radeloff et. al WUI data used census block housing counts and land cover as opposed to WWRA Landsat night lights and housing densities. Acreage is larger in this Oregon WUI due to some rural areas having built environments along roads that spline two or more large census blocks, and we erred on the side of inclusion to add those entire areas to the dataset and not disrupt the original WUI geography. Also very small rural town centers that can potentially be encompassed by catastrophic wildfire, are kept whole in the Oregon WUI dataset.

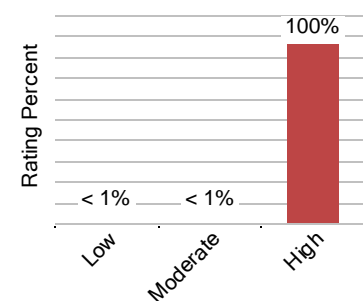
Burn Probability from the QWRA was used to assign a wildfire hazard rating to the built environment and homes in these areas. Hazard levels are based on modeled vegetation, not on building construction materials or ingress/egress issues. For a comprehensive analysis of wildfire risk and understanding of the potential threat of wildfire to your community, view the WUI combined with local fire starts and information in your Community Wildfire Protection Plan. A Community Wildfire Protection Plan (CWPP) is the product of collaboration between local communities and agencies interested in reducing wildfire risk and addressing response in a comprehensive plan. It also allows counties to prioritize and mitigate high risk areas, enhance safety and better protect themselves and their forested landscapes from wildfire.





Even in areas where risk is high, defensible space and Firewise USA® principles can be incredibly useful in minimizing the risk to homes in the Wildland Urban Interface.

Wasco County



WUI Hazard Area Acres in Wasco County



	Rating	Acres
	Low	9
	Moderate	411
	High	186,129
	Firewise Site	



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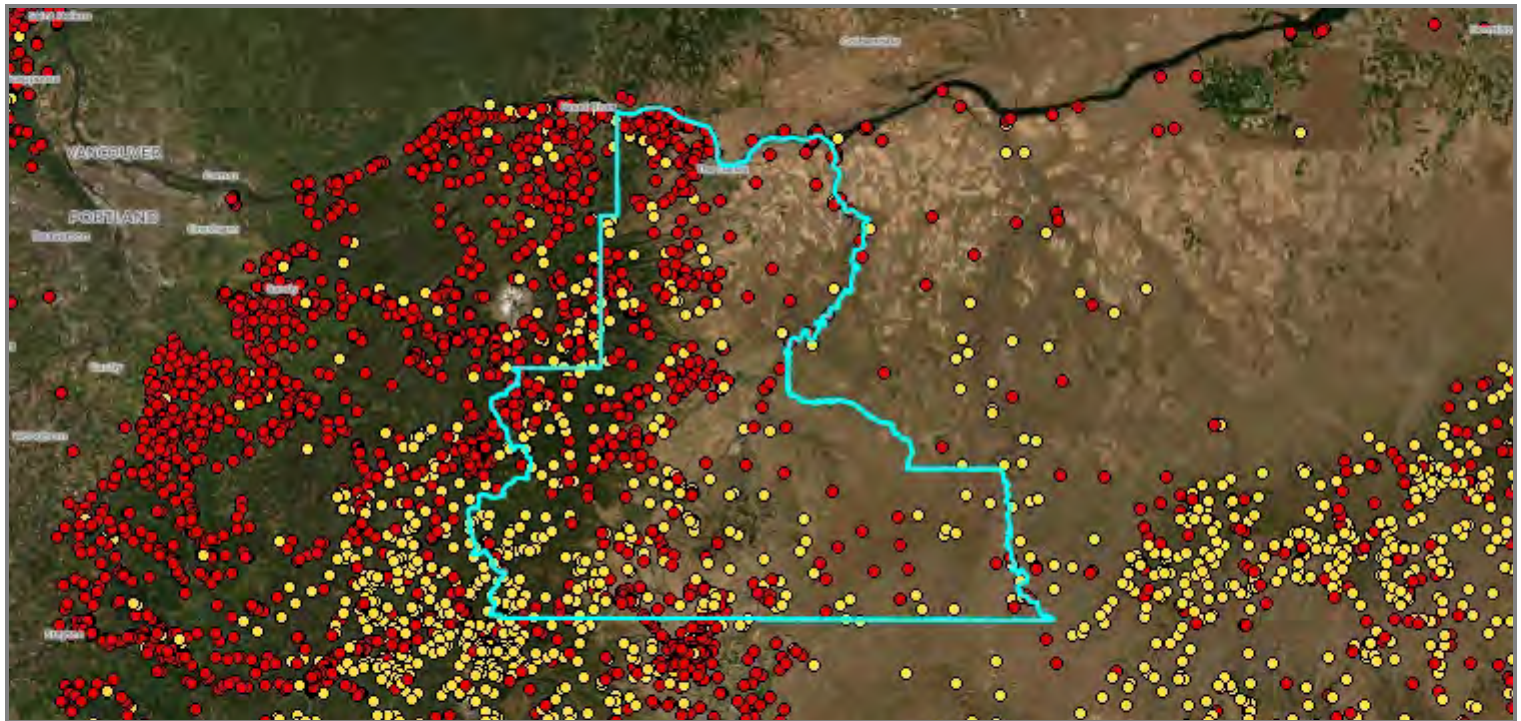
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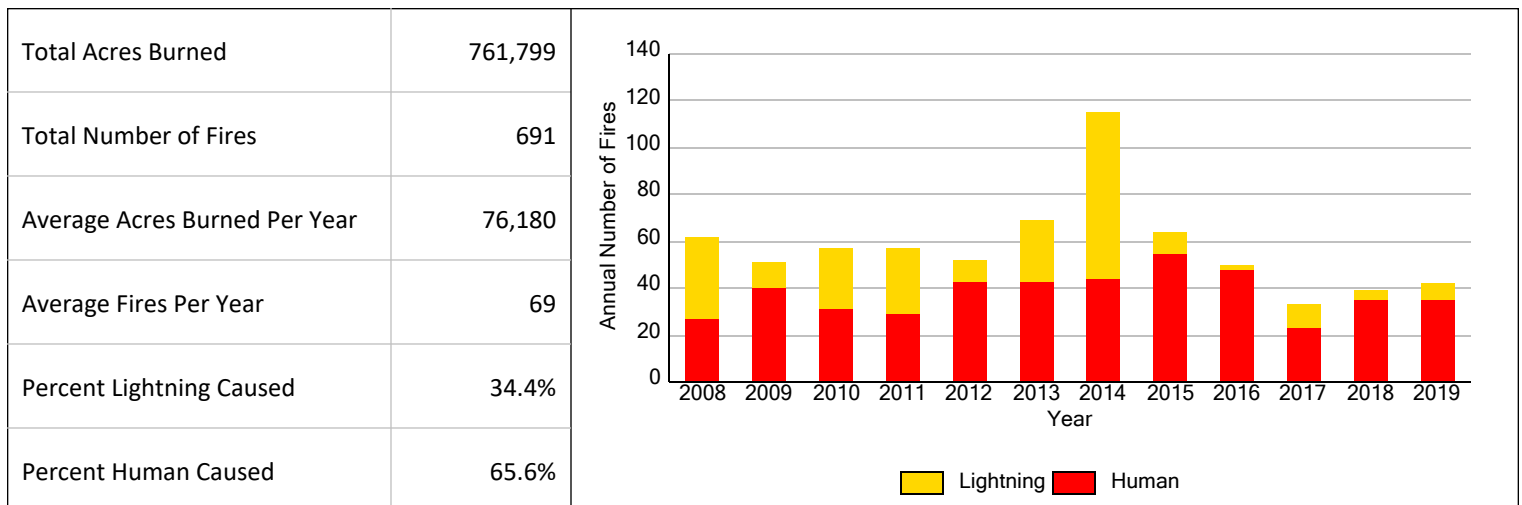


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FIRE HISTORY - FIRE IGNITIONS



Wasco County fire starts between 2008-2019



Knowing where and why fires start is the first step in awareness, prevention, and mitigation. Viewing local fire starts in conjunction with burn probability (provided later in this report) provides a comprehensive view of local fire history and potential.

Statewide, 71% of fires recorded by ODF are human-caused, and many of these fires are near populated areas. Lightning caused fires make up only 29% of fire starts, but tend to burn more acres as they are often located in remote areas.

The map, table and charts on this page show the cumulative number fire starts in your area.

Source: Short, K. and Oregon Department of Forestry, 2019



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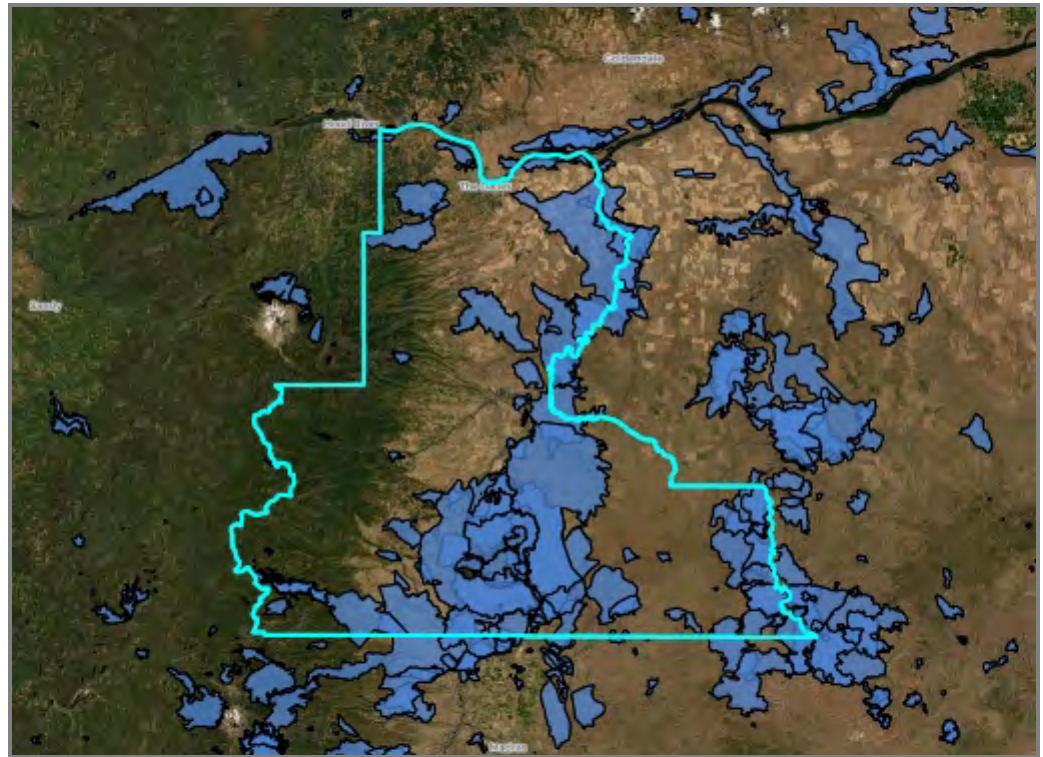


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FIRE HISTORY - FIRE PERIMETERS

Although most wildfires in Oregon are human-caused and suppressed quickly while small, Oregon has experienced many large wildfires. The map and table below show the footprints of fires that have occurred in your area since 2000.

 Perimeter



Wildfires in Wasco County

Wildfire Name	Year	Acres Burned
BOXCAR 0410 RN	2018	100,227
SUBSTATION 0730 RN	2018	78,424
LONG HOLLOW 0806 RN	2018	33,458
SOUTH VALLEY ROAD	2018	20,045
WHISKEY	2018	918
NENA SPRINGS	2017	68,028
RHOADES CANYON 0301 RN	2017	14,607
NORTH POLE 0900 RN	2017	6,253
OAK SPRINGS 0326 RN	2017	375
Rim	2017	243
RATTLESNAKE	2016	9,235
Fifteen Mile	2016	3,709
0121 RN SOUTH JCT	2016	638
HOT SPRINGS FIRE	2016	387
County Line 2	2015	67,234
Ten Mile Canyon 0368 RN	2015	7,030
0312 Rn	2015	1,338
0590 Rn Oven	2015	1,069
0128 Rn	2015	62
Shaniko Butte	2014	41,966
Black Rock Inc 358	2014	35,724
0347 RN	2014	16,779



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Logging Unit Complex	2014	11,452
Logging Unit	2014	6,529
Camas Prairie	2014	5,864
Rowena	2014	3,680
Camp Creek	2014	3,078
White River	2014	651
Haley	2014	108
Nene Creek	2014	46
North Pinhead	2014	3
Sunnyside Turnoff	2013	51,480
Blackburn	2013	11,579
Gordon Butte	2013	4,084
Government Flats	2013	229
Wells Road	2013	66
Baker Canyon	2012	8,057
I-0222	2012	1,051
Rooper	2012	663
Red Lake	2012	178
Kah Nee Ta	2012	116
0487	2012	107
Razorback	2011	64,663
Powerline	2011	20,907
641	2011	11,107
513	2011	9,731
Clarno	2011	8,612
682	2011	6,430
Brown Road	2011	5,618
514	2011	5,612
497	2011	4,586
Deadman Canyon	2011	3,514
Badger Butte	2011	2,519
0431 RN	2011	1,512
Lemiti Meadow	2011	34
Freebridge	2011	17
YOUTHER	2010	28,388
Tygh Ridge	2010	4,717
Fall Canyon	2010	2,702
LAUGHLIN HILL 2	2010	1,943
JOHNSON LAKE	2010	1,583
Devil's Half Acre	2010	1,245
ISLAND RIM	2010	1,063
Oak Canyon	2010	640
0465	2010	212
High Cascades Complex	2010	40
S-410	2010	34
Muddy Creek	2009	16,266
Ward Canyon	2009	1,962



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Microwave	2009	1,300
Rapids	2009	430
North Pole Ridge	2008	6,701
SAYRS 2	2008	5,175
Big Cove	2008	4,858
Oak Brook	2008	653
SKOOKUM CREEK	2008	518
Jersey 2	2008	487
Jersey	2008	474
CHENOWETH 2	2008	286
Wettle Ridge	2008	260
JERSEY	2008	138
Highway Nine	2007	1,246
Ball Point	2007	1,238
Rock Springs	2006	1,092
Clarno	2006	35
Chenowith Ridge	2006	17
Wolfe Point	2005	4,235
McKinley	2005	3,813
Schoolie Rim	2005	1,272
Rattlesnake Ridge	2005	1,171
Willow	2005	181
MORNING	2005	123
Log Springs	2004	5,060
Sorefoot Blackrock	2004	87
Bakeoven	2003	96
Hastings	2003	62
Trout Creek	2003	41
White River	2002	24,279
Sheldon Ridge	2002	12,467
KASKELA	2002	3,184
TROUT CREEK	2002	18
FERRY CANYON	2001	18,546
WAGNER MT	2001	7,679
TUNNEL	2001	1,442
SOUTH JUNCTION	2001	243
Murray'S Addition	2001	200
GORDAN	2001	48
OAK SPRINGS	2001	11
Fire # 100	2001	< 1
2 Horse Mtn.	2000	10,740
Harpham Flat	2000	1,724
Dant	2000	526
Blue Pool	2000	114

Source: National Interagency Fire Center: <https://www.nifc.gov/>

ore information about previous large wildfires, see: National Interagency Fire Center



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https://www.nifc.gov/fireInfo/fireInfo_main.html



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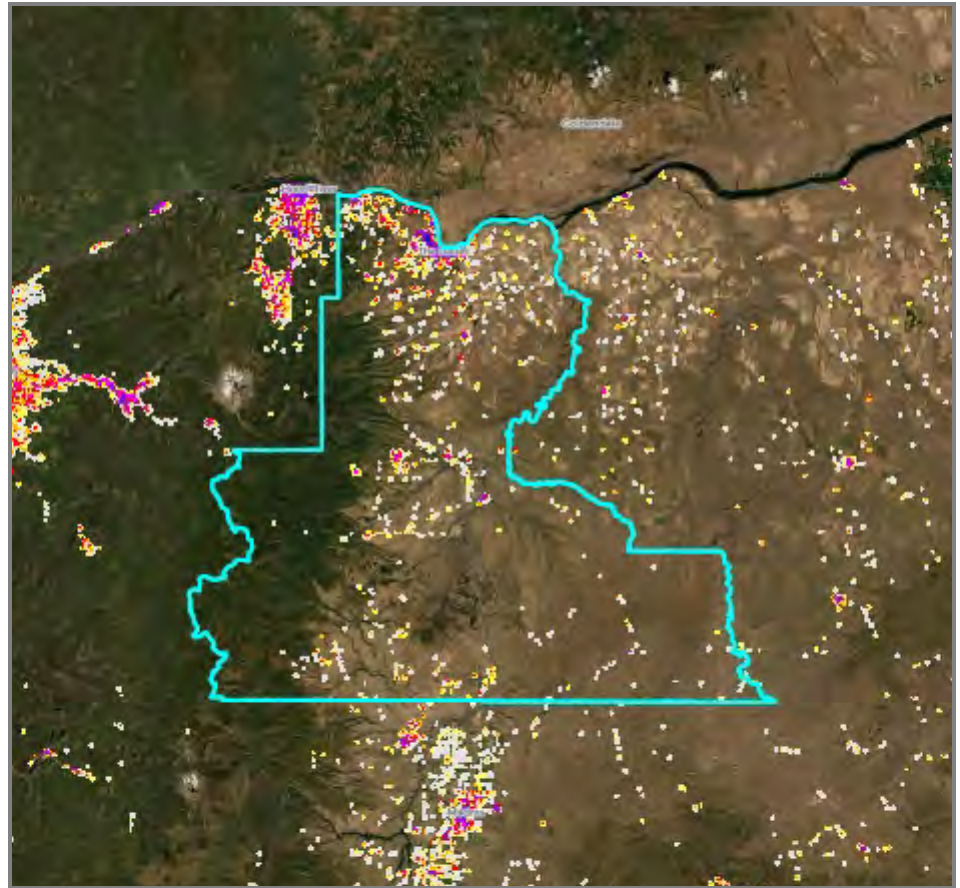
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HOUSING DENSITY - WHERE PEOPLE LIVE








Areas where people live are a primary concern when assessing wildfire risk. Especially critical is the Wildland Urban Interface (WUI) - areas where houses and other development meet or mix with undeveloped natural areas, with a close proximity of houses and infrastructure to flammable wildland vegetation.

In the U.S., the number of homes in the WUI increased by 13.4 million since 1990. This expansion of the WUI poses particular challenges for wildfire management, creating more structures and populations at risk in environments where firefighting is often difficult. In Oregon, nearly 2.4 million acres are considered WUI areas, about 3.8% of the state. Of the nearly 1.7 million homes in Oregon, over 603,000, or 36%, are in the WUI.

The map and table on this page shows the location and density of where people live in your area.



Wasco County housing density

Category	Acres	%*
 <1 house per 40 acres	20,913	1
 1 per 40 acres to 1 per 20 acres	13,134	< 1
 1 per 20 acres to 1 per 10 acres	8,113	< 1
 1 per 10 acres to 1 per 5 acres	5,535	< 1
 1 per 5 acres to 1 per 2 acres	3,313	< 1
 1 per 2 acres to 3 per acres	3,493	< 1
 > 3 per acres	832	< 1

Source: 2013 West Wide Wildfire Risk Assessment, ODF

* Values may add up to over 100% due to rounding precision



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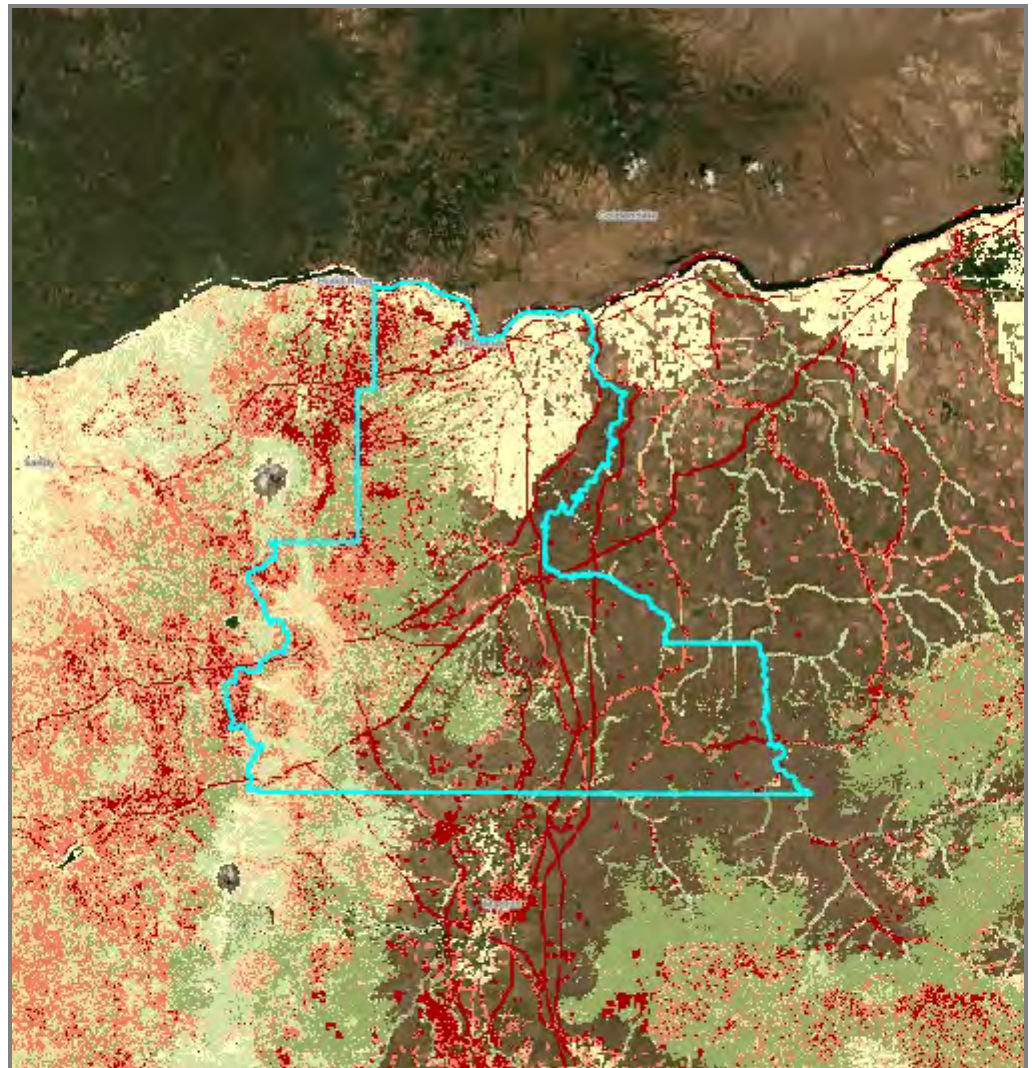
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OVERALL WILDFIRE RISK








Overall wildfire risk combines both the likelihood of a wildfire and the expected impacts of a wildfire on highly valued resources and assets. (See other sections for more information on Burn probability and Overall potential impact.) Overall wildfire risk also reflects the susceptibility of resources and assets to wildfire of different intensities, and the likelihood of those intensities.

Mapped resources and assets include critical infrastructure, developed recreation, housing unit density, seed orchards, sawmills, historic structures, timber, municipal watersheds, vegetation condition, and terrestrial and aquatic wildlife habitat.

The data values in the overall wildfire risk map and chart reflect a range of impacts from a very high negative value, where wildfire is detrimental to one or more resources or assets, to positive, where wildfire has an overall benefit (e.g., forest health or wildlife habitat).



Overall wildfire risk: Legend

 Very High	Wildfire risk is very highly negative (top 5% of values).
 High	Wildfire risk is highly negative (80th to 95th percentile).
 Moderate	Wildfire risk is moderately negative (50th to 80th percentile).
 Low	Wildfire risk is slightly negative (29th to 50th percentile).
 Low Benefit	Wildfire is slightly beneficial (14.5 to 29th percentile).
 Benefit	Wildfire is beneficial overall (0-14.5th percentile).
 Non-burnable	There are no highly valued resources or assets mapped in the area, or it is considered non-burnable (urban, agriculture, etc).



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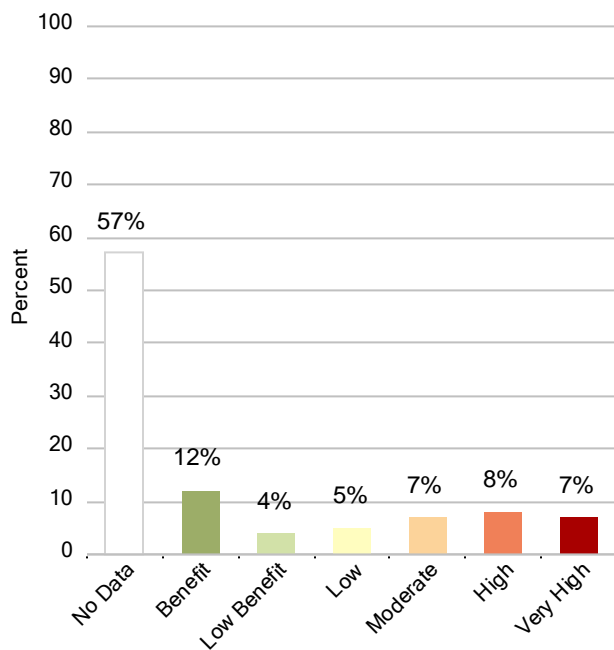
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This page contains additional information about overall wildfire risk, including a table of classes by ownership to determine the distribution of categories across ownerships, and a chart of overall percentages of classes across the area. The inset box displays sub-watershed summaries for landscape-scale prioritization.

Overall wildfire risk in Wasco County: estimated acres by ownership

Category	Total	Private	Local	State	BLM	USFS	USFWS	Other Fed	Tribal
Very High	103,956	49,677	608	1,518	4,777	31,123	0	367	15,886
High	128,267	27,817	865	725	1,793	55,669	0	138	41,260
Moderate	109,801	30,671	606	313	1,045	21,045	0	88	56,033
Low	75,153	54,070	218	631	591	5,829	0	76	13,738
Low Benefit	65,817	7,560	525	245	602	13,406	0	17	43,462
Benefit	176,422	54,353	2,422	16,102	2,442	42,055	0	6	59,042
No Data	867,791	619,642	914	14,453	71,246	5,404	0	318	155,814
Total Area	1,527,207	843,790	6,158	33,987	82,496	174,531	0	1,010	385,235

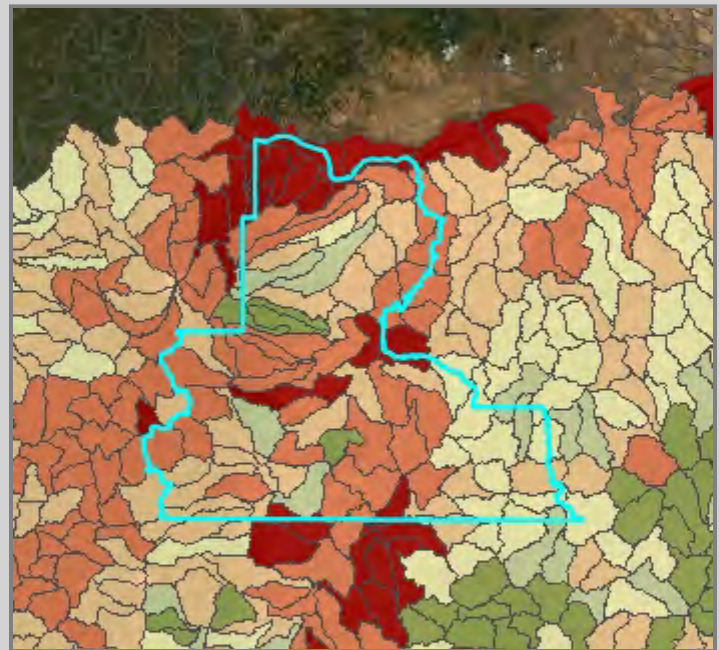
Overall wildfire risk in Wasco County *



Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision

Overall wildfire risk in Wasco County: sub-watershed summary map. Overall wildfire risk is summarized at the sub-watershed (6th field Hydrologic Unit Code, HUC12) level. Watershed summaries enable you to view the landscape context and identify and compare sub-watersheds for prioritization.





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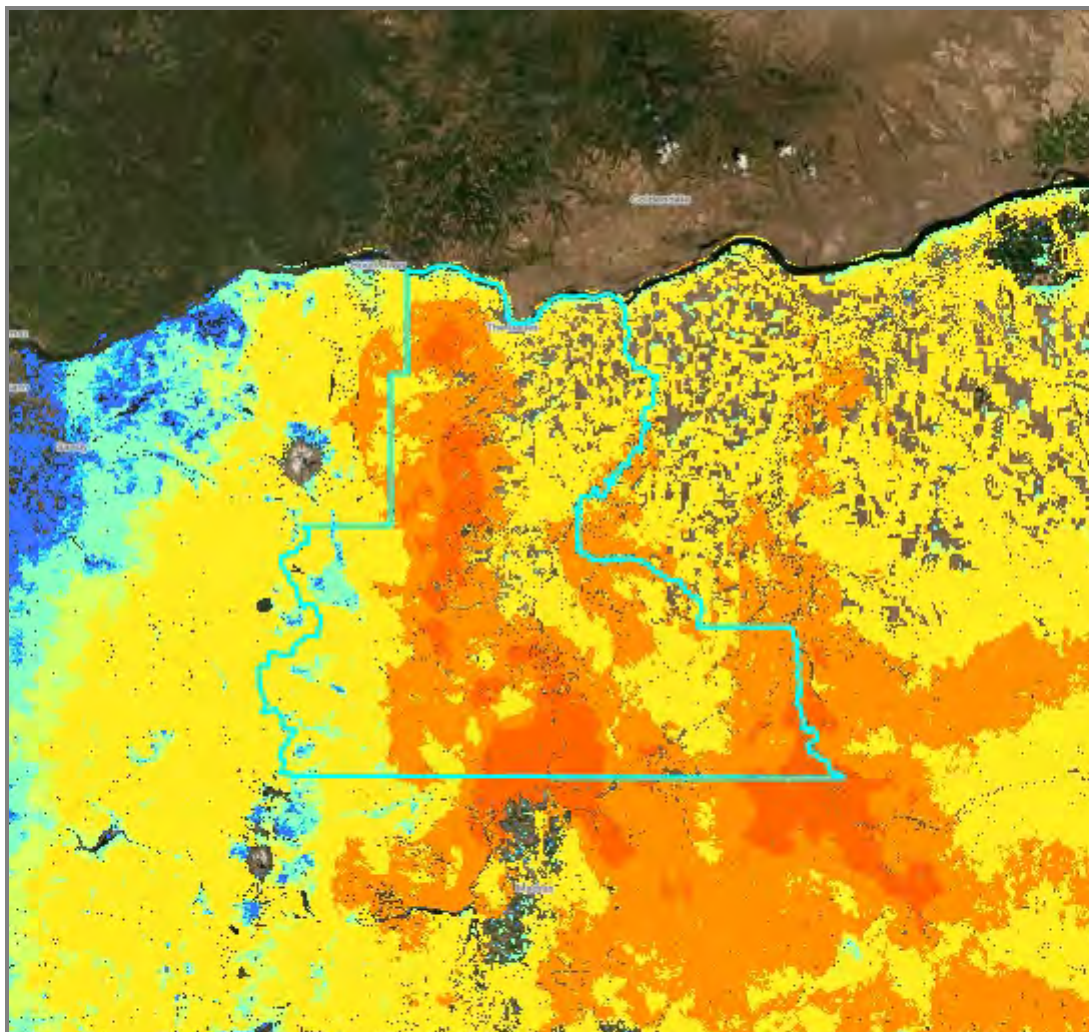


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BURN PROBABILITY

Burn probability shows the annual likelihood of a wildfire greater than 250 acres in size occurring, considering weather, topography, fire history, and fuels (vegetation). This estimate includes fire history from 1992 through recently disturbed fuels from large Oregon wildfires in notable years 2013, 2014, 2015, and 2017.

Only large wildfires over 250 acres in size are included because they are the most influential on the landscape and they can be simulated using computer software. Most fire occurrences are less than 250 acres (see fire history section). Although these smaller fires have a low impact on the broader landscape, they can have significant local impacts, especially in areas with human activity and infrastructure.



Burn probability

 Very High	Greater than 1 in 50 chance of a wildfire >250 acres in a single year (>96th percentile).
 High-Very High	Between 1 in 500 and 1 in 50 chance of a wildfire >250 acres in a single year (29th to 96th percentile).
 High	
 Moderate-High	Between 1 in 5,000 and 1 in 500 chance of a wildfire >250 acres in a single year (11th to 29th percentile).
 Moderate	
 Low-Moderate	Less than approximately 1 in 5,000 chance of a wildfire >250 acres in a single year (up to the 11th percentile).
 Low	
 Non-burnable	This area contains non-burnable fuel types such as water, urban, agriculture, barren rock, etc.



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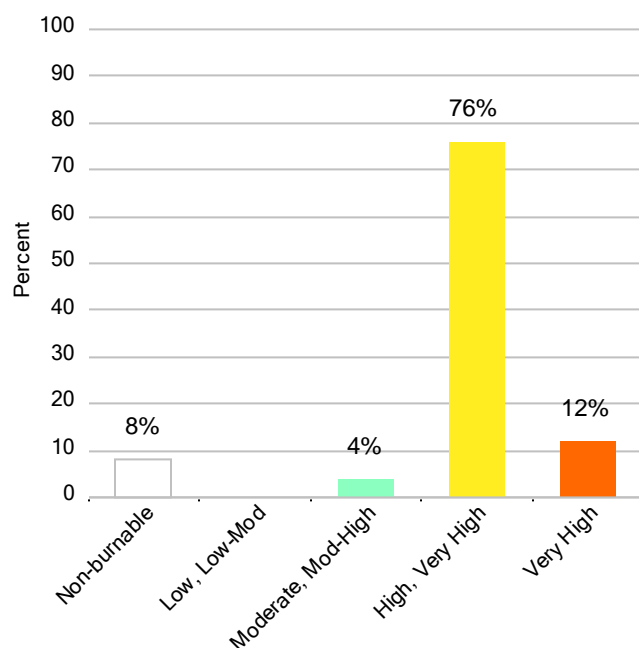
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Burn probability in Wasco County: estimated acres by ownership

Category	Total	Private	Local	State	BLM	USFS	USFWS	Other Fed	Tribal
Very High	185,320	76,098	1,265	17,960	16,786	15,158	0	0	58,053
High, Very High	1,157,005	649,226	4,550	13,508	59,225	140,940	0	533	289,023
Moderate, Mod-High	56,646	12,231	29	494	224	14,647	0	235	28,786
Low, Low-Mod	5,873	1,227	6	103	15	2,109	0	14	2,399
Non-Burnable	122,362	105,008	309	1,923	6,246	1,676	0	227	6,973
Total Area.	1,527,206	843,790	6,159	33,988	82,496	174,530	0	1,009	385,234

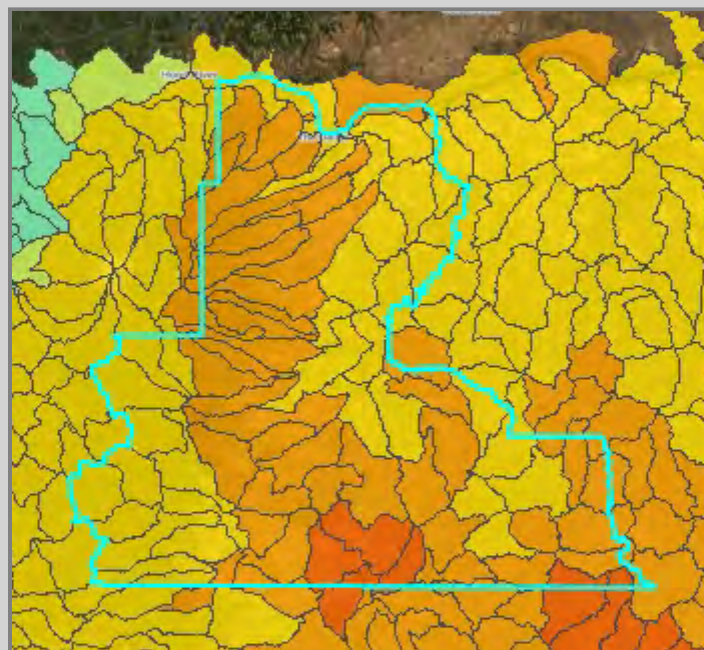
Burn probability in Wasco County *



Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision

Burn probability in Wasco County: sub-watershed summary map. Burn probability is summarized at the subwatershed (6th field Hydrologic Unit Code, HUC12) level. Watershed summaries enable you to view the landscape context and identify and compare sub-watersheds for prioritization.





Oregon Wildfire Risk Explorer- Advanced Report

Wasco County

1,532,385 Acres: (2,394 Sq. Miles)



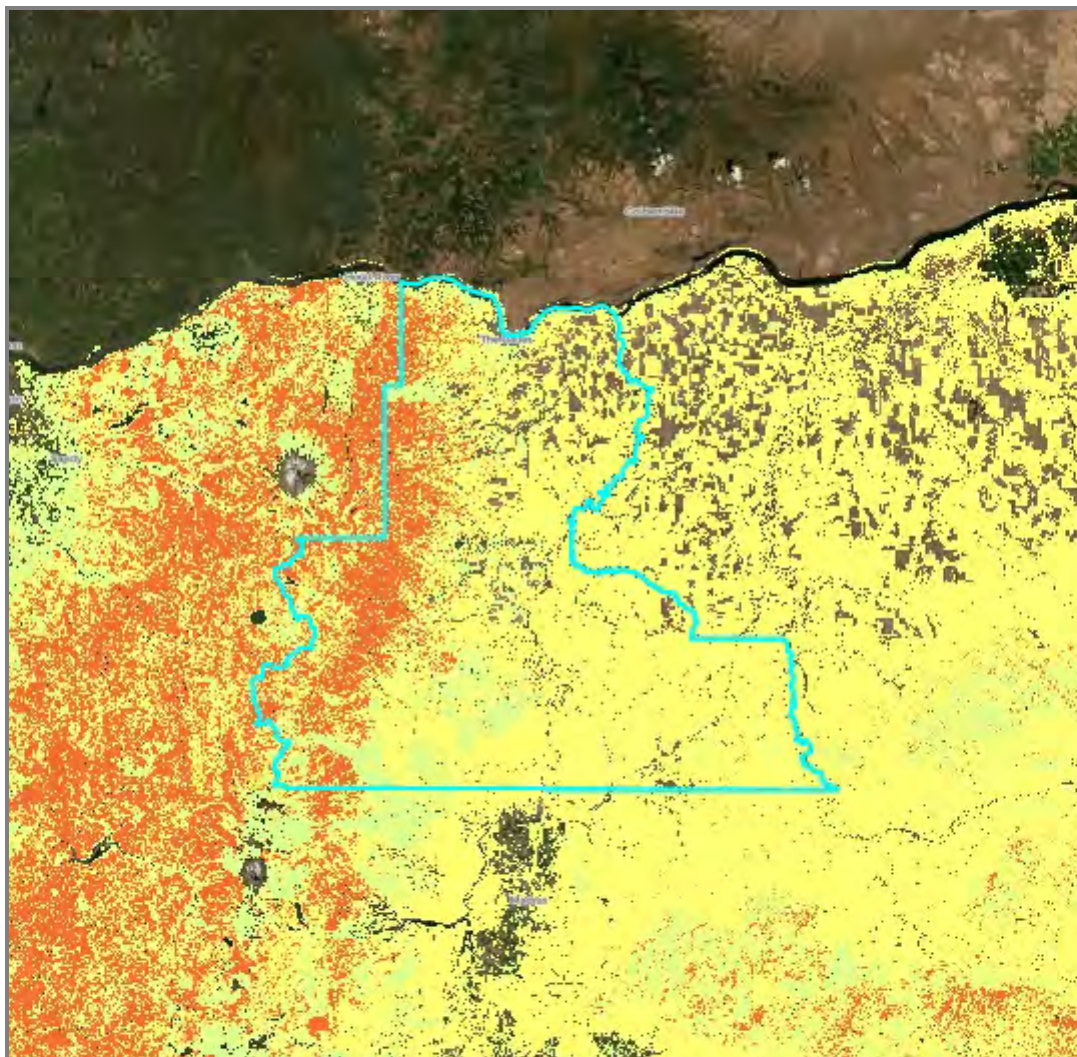
Generated: December 28, 2020

FIRE INTENSITY - FLAME LENGTHS






Flame length is an indication of fire intensity, which is a primary factor to consider for gauging potential impacts to values at risk and for firefighter safety. It can also guide mitigation work to reduce the potential for catastrophic fires by reducing fire intensity and flame length.

Under normal weather conditions average flame lengths within your area are shown, and the associated table describes the expected fire behavior in each average flame length category.

Conditions vary widely with local topography, fuels, and local weather, especially local winds. In all areas, under warm, dry, windy, and drought conditions, expect higher likelihood of fire starts, higher fire intensities, more ember activity, a wildfire more difficult to control, and more severe impacts.



Average fire intensity - flame lengths under normal weather conditions

 > 11 foot	Fires may exhibit greater than 11-foot average flames with major fire movement, tree crowning, longer-range spotting and ember travel.
 8-11 foot	Fires may exhibit 8-11 foot average flames with tree torching and increased ember travel.
 4-8 foot	Fires may exhibit 4-8 foot average flames, and embers may travel moderate distances.
 4 foot	Fires may exhibit 4 foot average flames.
 Non-burnable	This area contains non-burnable fuel types such as water, urban, agriculture, barren rock, etc.



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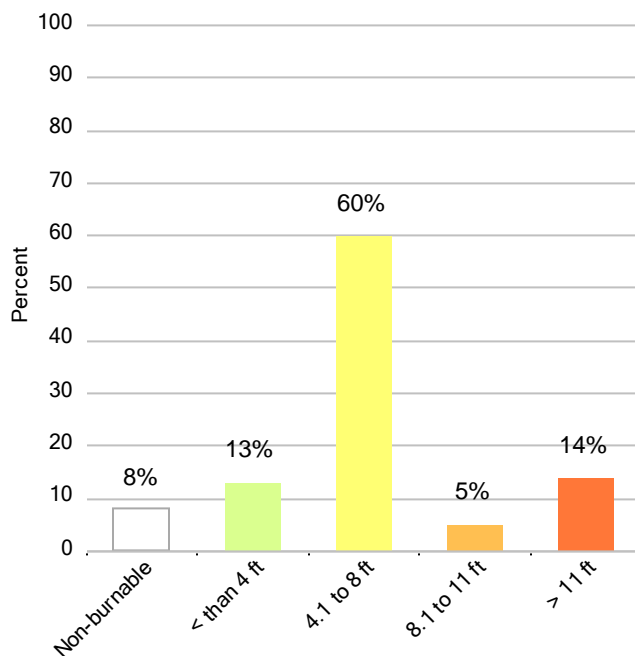
Generated: December 28, 2020

This page contains additional information about fire intensity, including a table of classes by ownership to determine the distribution of categories across ownerships, and a chart of overall percentages of classes across the area. The inset box displays sub-watershed summaries for landscape-scale prioritization.

Wasco County average fire intensity - flame lengths estimated acres by ownership

Category	Total	Private	Local	State	BLM	USFS	USFWS	Other Fed	Tribal
> 11 ft	210,119	33,695	1,562	4,670	1,690	99,058	0	12	69,432
8 - 11 ft	78,076	26,437	478	3,027	2,130	22,388	0	10	23,606
4 - 8 ft	913,781	593,944	2,161	19,168	66,524	37,249	0	467	194,268
> 0 - 4 ft	202,870	84,706	1,649	5,200	5,906	14,159	0	294	90,956
Non-burnable	122,362	105,008	309	1,923	6,246	1,676	0	227	6,973
Total Area	1,527,208	843,790	6,159	33,988	82,496	174,530	0	1,010	385,235

Fire intensity - flame length in Wasco County *

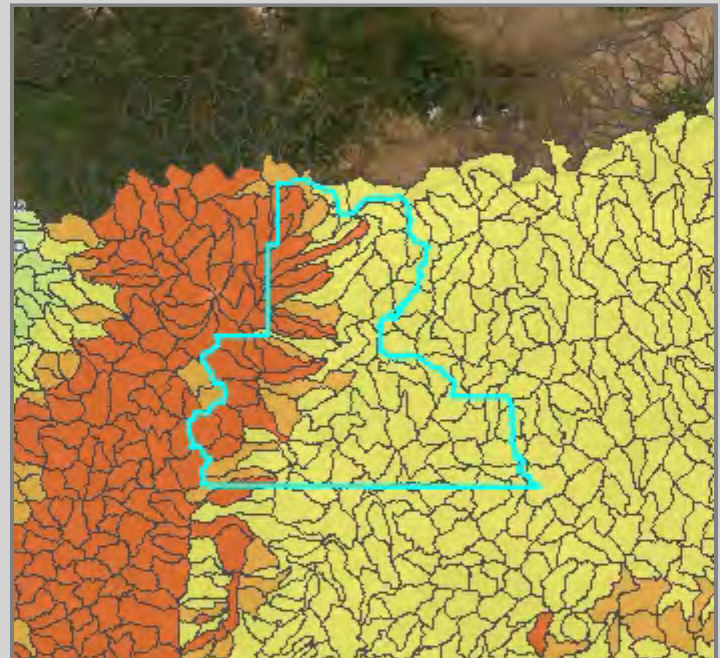


Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision

Fire intensity in Wasco County: sub-watershed summary map

Fire intensity is summarized at the subwatershed (6th field Hydrologic Unit Code, HUC12) level. Watershed summaries enable you to view the landscape context and identify and compare sub-watersheds for prioritization.



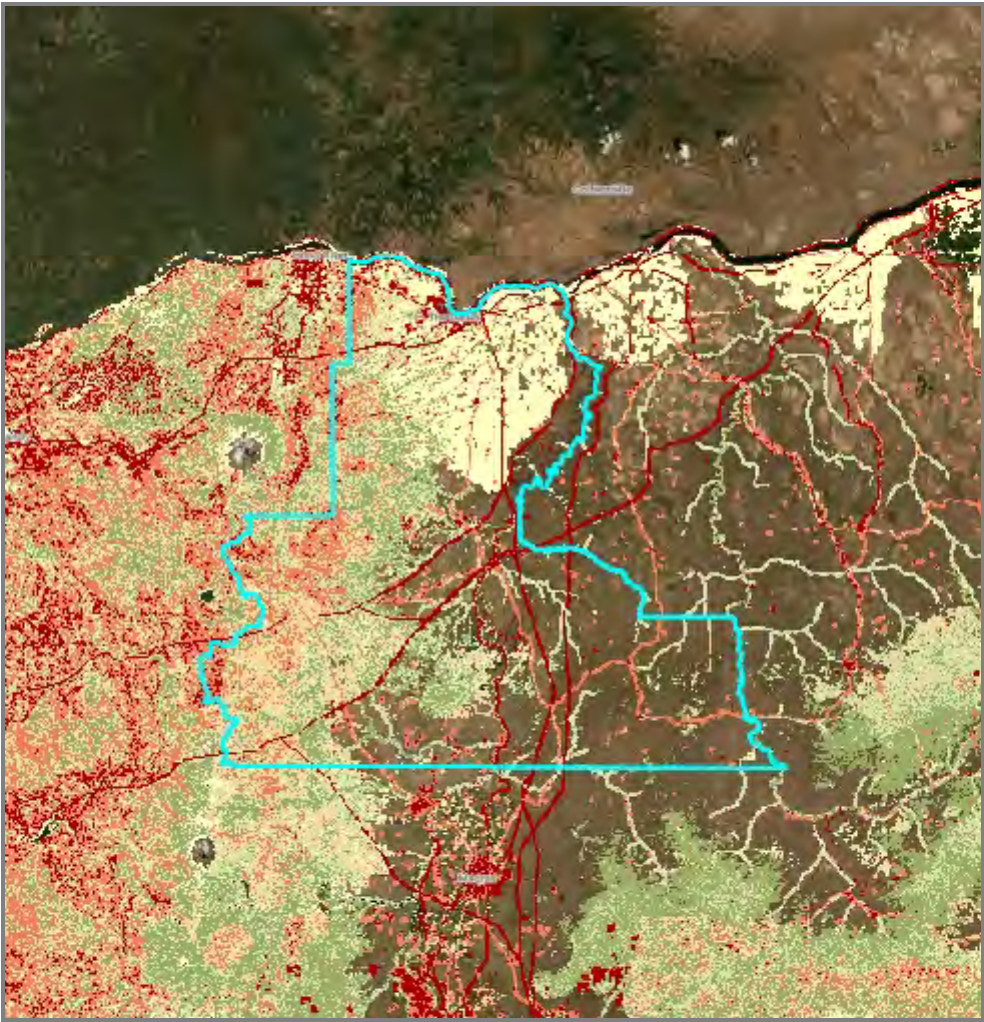


OVERALL POTENTIAL IMPACT

Overall potential impact represents the exposure or consequence of wildfire on all mapped highly valued assets and resources combined, including critical infrastructure, developed recreation, housing density, seed orchards, sawmills, historic structures, timber, municipal watersheds, vegetation condition, and selected terrestrial and aquatic wildlife habitat.

The Potential Impact data layers characterize exposure and susceptibility only, and do not include the likelihood of an area burning. This differentiates the Potential Impact layers from Wildfire Risk layers, which account for the burn probability in the risk rating.

The data values reflect a range of impacts from a very high negative consequence, where wildfire is detrimental (e.g., high exposure to structures, infrastructure, or sensitive habitat), to a positive impact of wildfire, where wildfire will produce an overall benefit (e.g., improving forest health or wildlife habitat).



Overall potential impact (if a wildfire were to occur)

	Very High	Overall potential impact is very highly negative (top 5% of values).
	High	Overall potential impact is highly negative (80-95th percentile).
	Moderate	Overall potential impact is moderately negative (50-80th percentile).
	Low	Overall potential impact is slightly negative (30-50th percentile).
	Low Benefit	Overall potential impact is slightly beneficial at low flame lengths (15-30th percentile).
	Benefit	Overall potential impact is slightly beneficial, with a cumulative positive impact of fire (0-15th percentile).
	No Data (blank)	There are no highly valued resources or assets mapped in the area or it is non-burnable (urban, agriculture, barren,etc).



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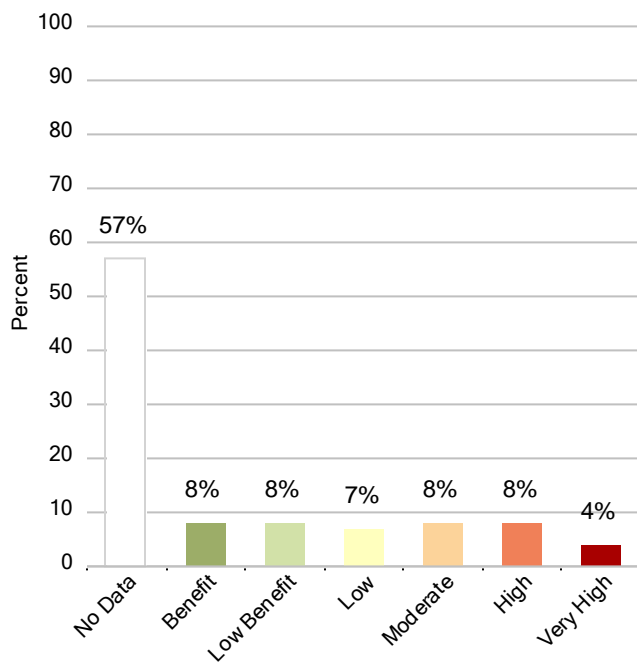
Generated: December 28, 2020

This page contains additional information about overall potential impact, including a table of classes by ownership to determine the distribution of categories across ownerships, and a chart of overall percentages of classes across the area. The inset box displays sub-watershed summaries for landscape-scale prioritization.

Wasco County overall potential impact estimated acres by ownership

Category	Total	Private	Local	State	BLM	USFS	USFWS	Other Fed	Tribal
Very High	55,697	32,064	255	1,253	3,527	9,119	0	458	9,021
High	128,127	33,428	507	623	1,509	59,641	0	73	32,346
Moderate	125,146	18,242	969	601	1,816	37,461	0	60	65,997
Low	106,406	78,406	562	701	1,346	7,024	0	78	18,289
Low Benefit	123,402	34,661	1,771	6,075	1,988	25,475	0	14	53,418
Benefit	120,639	27,348	1,181	10,281	1,063	30,407	0	9	50,350
No Data	867,791	619,642	914	14,453	71,246	5,404	0	318	155,814
Total Area	1,527,208	843,791	6,159	33,987	82,495	174,531	0	1,010	385,235

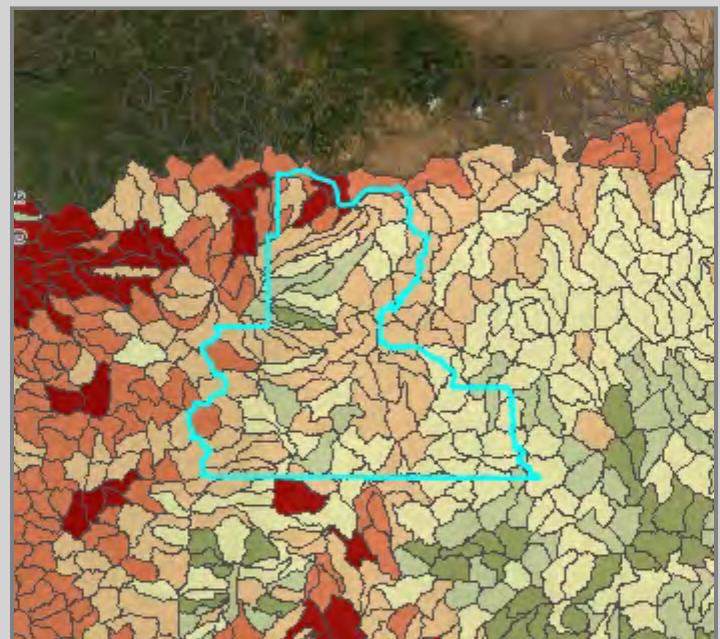
Overall potential impact in Wasco County *



Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision

Overall potential impact in Wasco County: sub-watershed summary map. Overall potential impact is summarized at the sub-watershed (6th field Hydrologic Unit Code, HUC12) level. Watershed summaries enable you to view the landscape context and identify and compare sub-watersheds for prioritization.



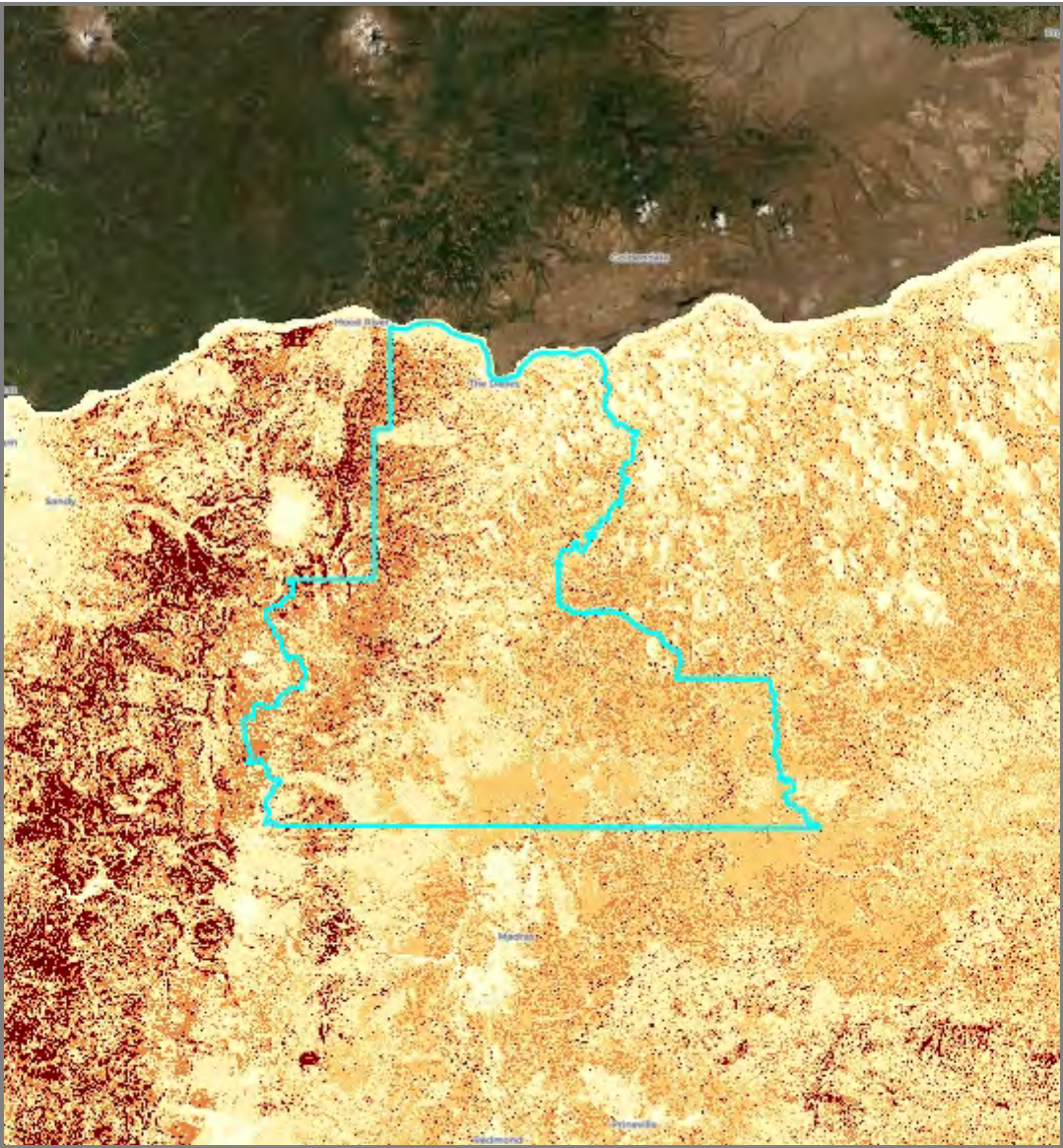


HAZARD TO POTENTIAL STRUCTURES

Hazard to potential structures depicts the hazard to a hypothetical structure (not necessarily an existing structure) if a wildfire were to occur. Hazard to potential structures differs from overall estimates of wildfire impact or risk, as those estimates only consider where existing structures are currently located.

Community planners can use this information when planning development outside of existing developed, urban or WUI areas. This data provides model-based consideration of wildfire hazard when developing Fire Adapted Communities in Oregon.

As with the other data layers, this layer characterizes the fire environment only and does not consider other important factors in determining structural fire risk such as building construction materials and vegetation within close proximity of a structure.



Hazard to potential structures	
Very High	Potential hazard is very high (top 5 percent).
High	Potential hazard is high (80th to 95th percentile).
Moderate	Potential hazard is moderate (50th to 80th percentile).
Low	Potential hazard is low (up to the 50th percentile).
Non-Burnable	Fuel in the area is largely non-burnable or very sparse.



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Wasco County

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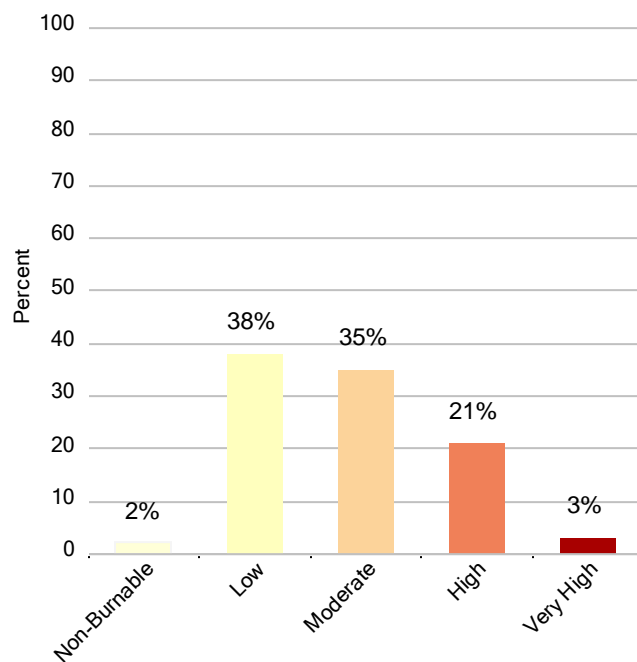
Generated: December 28, 2020

This page contains additional information about hazard to potential structures, including a table of classes by ownership to determine the distribution of categories across ownerships, and a chart of overall percentages of classes across the area. The inset box displays sub-watershed summaries for landscape-scale prioritization.

Hazard to potential structures in Wasco County: estimated acres by ownership

Category	Total	Private	Local	State	BLM	USFS	USFWS	Other Fed	Tribal
Very High	52,538	19,380	335	1,664	1,867	18,981	0	4	10,307
High	316,177	143,960	1,373	7,525	10,861	81,217	0	42	71,199
Moderate	535,775	332,605	1,212	9,696	41,510	31,423	0	200	119,129
Low	587,397	315,030	3,206	14,606	27,204	42,399	0	725	184,227
Non-Burnable	35,319	32,815	32	496	1,053	512	0	38	373
Total Area	1,527,206	843,790	6,158	33,987	82,495	174,532	0	1,009	385,235

Hazard to potential structures in Wasco County *

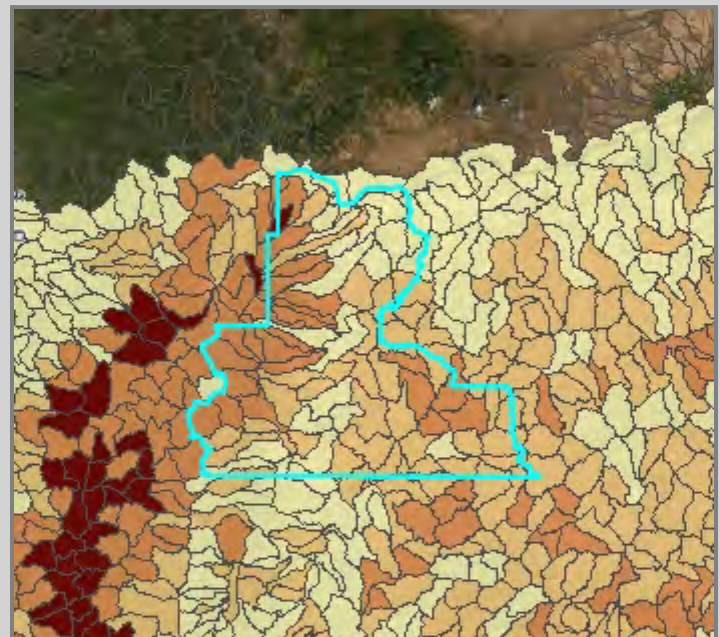


Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision

Hazard to potential structures in Wasco County: sub-watershed summary map.

Hazard to potential structures is summarized at the subwatershed (6th field Hydrologic Unit Code, HUC12) level. Watershed summaries enable you to view the landscape context and identify and compare sub-watersheds for prioritization.





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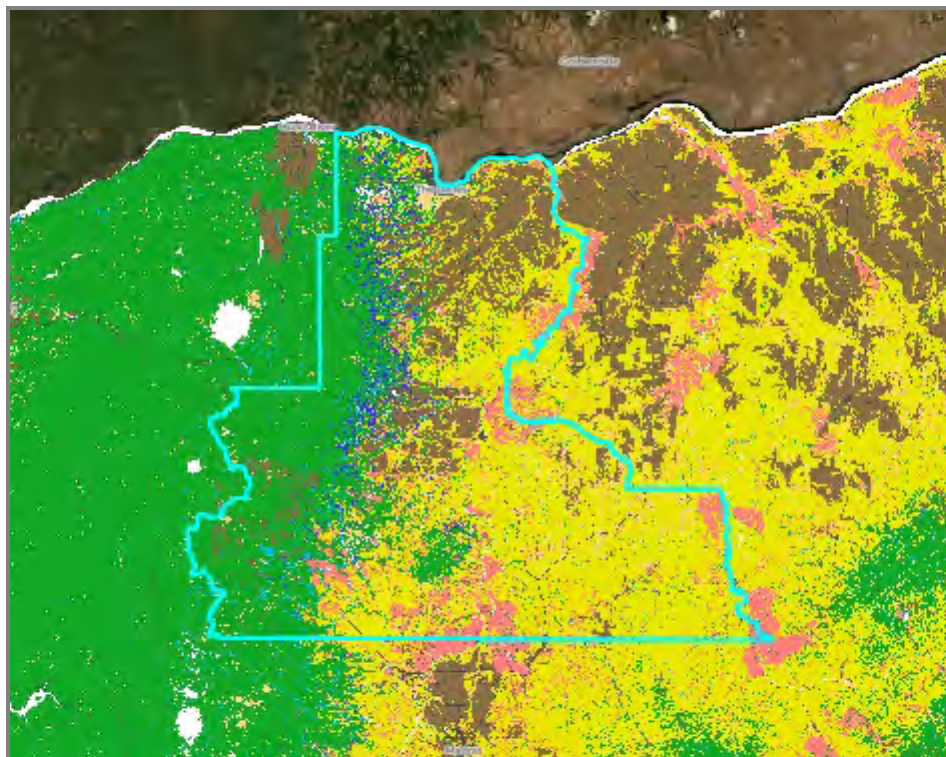
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EXISTING VEGETATION TYPE

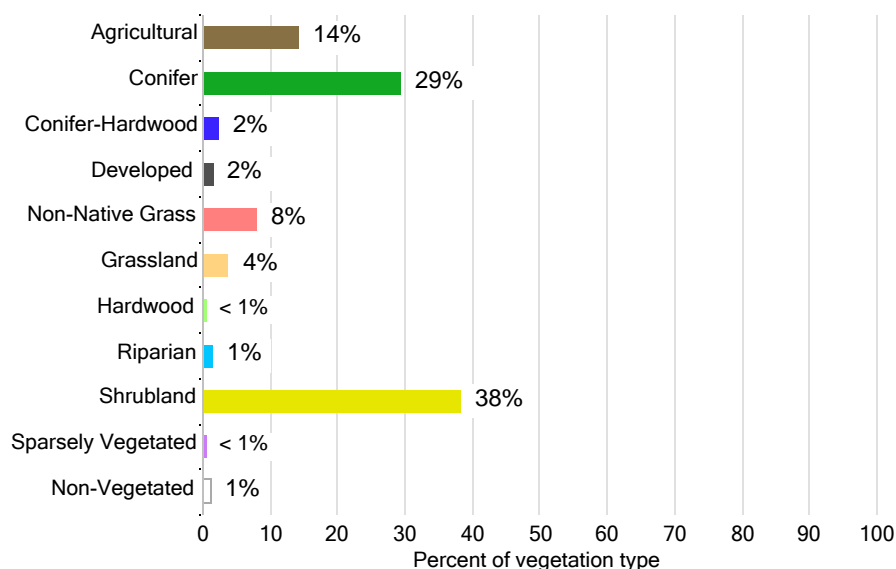
Vegetation is an important influence on potential wildfire behavior. The dominant vegetation type helps us understand the corresponding historical fire regime, a designation of fire frequency and severity. Fire frequency, or burn probability, suggests how often wildfire occurs (see Burn probability data layer). Fire severity tells us how much impact wildfires are likely to have on the vegetation and other elements of an ecosystem (see Potential impact to forest vegetation data layer). The living and dead vegetation below forest canopies (shrubs, grasses, leaf litter, dead tree snags, etc.) also strongly influence fire behavior and impacts in a location (see Fuel models).

Higher frequency fire areas generally have lower severities. Vegetation is continually or often thinned by fire and the remaining vegetation and other ecosystem elements can be considered adaptive or resilient to fire. Examples include Ponderosa pine forests and oak woodlands.

Lower frequency fire regimes experience less fire, but generally have higher severities, with vegetation and other ecosystem elements which can be considered sensitive. Examples include coastal forests, subalpine forests and many stream headwaters and riparian areas.



Vegetation Types in Wasco County





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Wasco County vegetation type

Category	Description	Acres	%*
Non-vegetated or recently disturbed	Non-vegetated	18,554	1
Agricultural	Agricultural	216,958	14
Conifer	Conifer	449,767	29
Conifer-Hardwood	Conifer-Hardwood	35,480	2
Developed	Developed	23,138	2
Exotic Herbaceous	Non-Native Grass	120,769	8
Grassland	Grassland	56,066	4
Hardwood	Hardwood	6,796	< 1
Riparian	Riparian	20,694	1
Shrubland	Shrubland	584,093	38
Sparsely Vegetated	Sparsely Vegetated	11	< 1

Existing Vegetation Type Data Dictionary <https://www.landfire.gov/evt.php>

Source: LANDFIRE <https://www.landfire.gov>

Resource:

US Forest Service Fire Regime Table

https://www.fs.fed.us/database/feis/fire_regime_table/fire_regime_table.html#PacificNorthwest

* Values may add up to over 100% due to rounding precision



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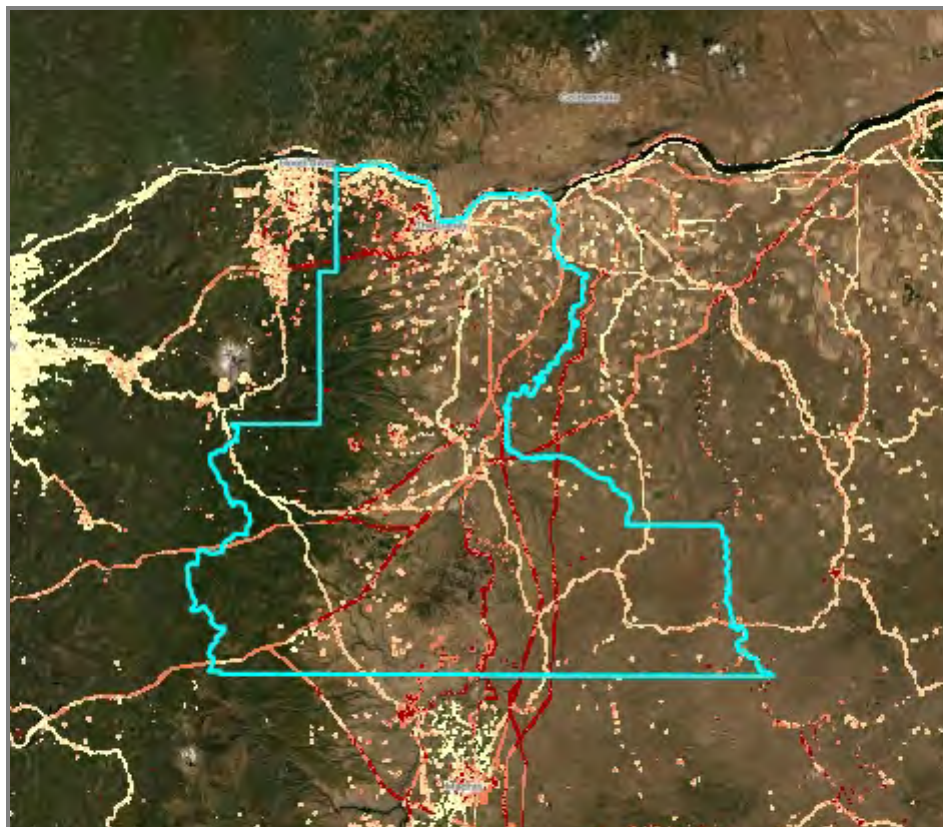
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WILDFIRE RISK TO ASSETS

Wildfire risk combines both the likelihood of a wildfire (or Burn probability) and the expected effects of a wildfire on highly valued resources and assets. See the description of Overall wildfire risk for more details.

Wildfire risk to assets maps wildfire risk only in places with the following assets: critical infrastructure, developed recreation, housing unit density, seed orchards, sawmills, and historic structures. Note that these resources and assets were mapped at a broad scale across all of Oregon and Washington, and maps contain errors and omissions, especially at fine scales.

The values in the maps and charts reflect a range of negative impacts from low to very high. Positive benefits of wildfire are not mapped in this layer, assuming that any impact of wildfire to human development is negative.



Wildfire Risk to Assets in Wasco County

Category	Description	Acres	%*
Very High	Wildfire risk is very highly negative to all combined mapped assets (top 5%).	18,199	1
High	Wildfire risk is highly negative (80-95th percentile).	29,532	2
Moderate	Wildfire risk is moderately negative (50-80th percentile).	35,085	2
Low	Wildfire risk is slightly negative (0-50th percentile).	6,393	< 1
No Data	There are no highly valued resources or assets mapped in the area, or it is considered non-burnable.	1,443,172	94

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



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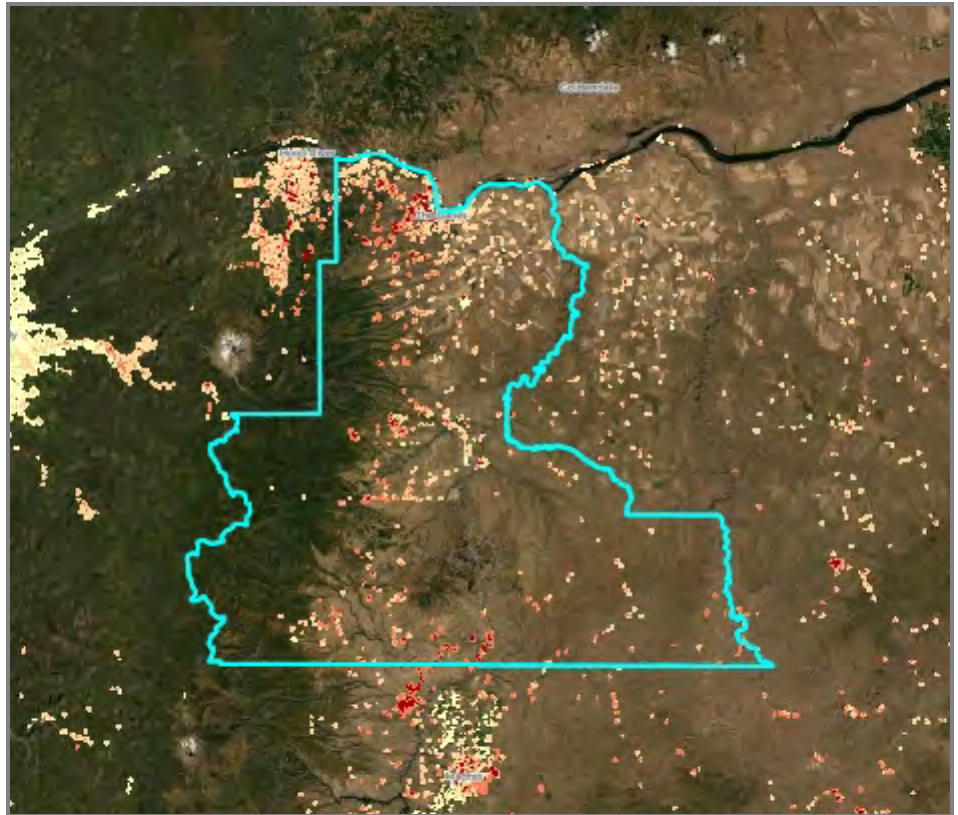
WILDFIRE RISK TO PEOPLE AND PROPERTY

Wildfire risk combines both the likelihood of a wildfire (or burn probability) and the expected effects of a wildfire on highly valued resources and assets. See the description of overall wildfire risk for more details.

Wildfire risk to people and property includes only housing unit density as mapped in the Where people live layer and US Forest Service private inholdings.

Note that these resources and assets were mapped at a broad scale across all of Oregon and Washington, and maps contain errors and omissions, especially at fine scales.

The values in the maps and charts reflect a range of negative impacts from low to very high. Positive benefits of wildfire are not mapped in this layer, assuming that any impacts of wildfire to human development is a negative impact.



Wildfire Risk to People and Property in Wasco County

Category	Description	Acres	%*
Very High	Wildfire risk is very highly negative to people and property (top 5%).	4,910	< 1
High	Wildfire risk is highly negative (80-95th percentile).	17,730	1
Moderate	Wildfire risk is moderately negative (50-80 percentile).	19,618	1
Low	Wildfire risk is slightly negative (0-50 percentile).	1,129	< 1
No Data	There are no highly valued resources or assets mapped in the area, or it is considered non-burnable.	1,488,993	97

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



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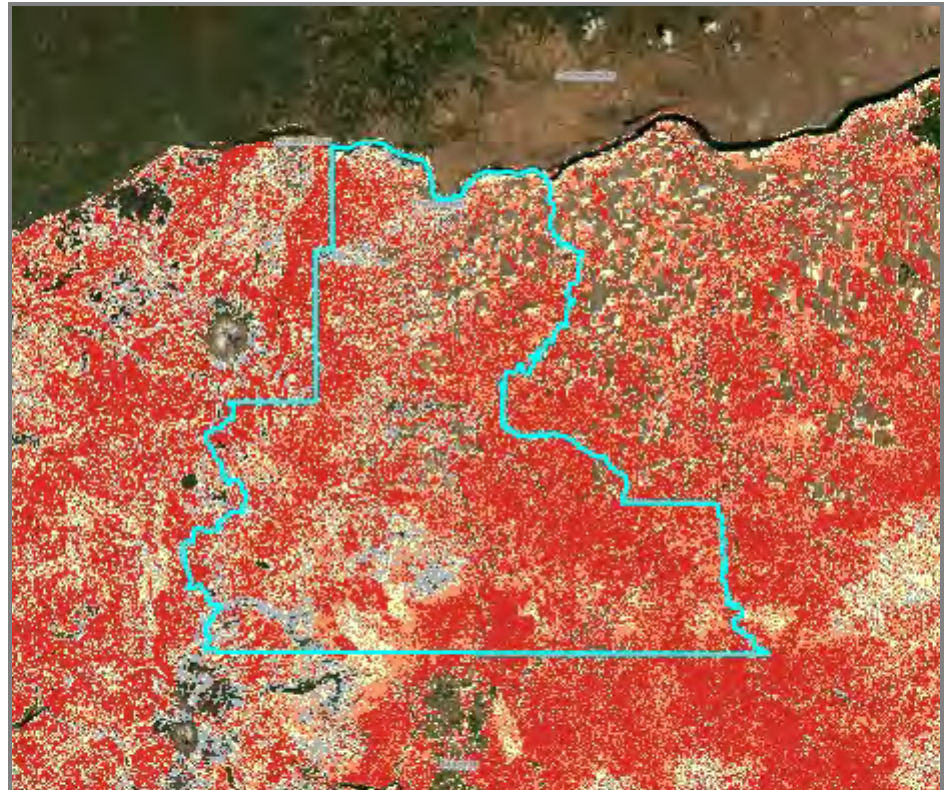
Generated: December 28, 2020

PROBABILITY OF EXCEEDING 4 FOOT FLAME LENGTHS






Flame length is an indication of fire intensity, which is a primary factor to consider for firefighter safety and for gauging potential impacts to values at risk. Fires with greater flame lengths are more intense and difficult to control. At higher flame lengths, firefighters cannot directly approach. As flame lengths increase, tree torching and spotting is expected and ember travel is increased.

Fires with greater than 4' flames are too intense for firefighters to work at the front of the flame using hand tools, and heavier equipment such as bulldozers may be necessary.

Using this layer to help target locations of higher flame length potential, a local assessment might reveal opportunity to reduce fire intensity as a goal of fuels treatment projects by using managed fire and/or other active management activities. Values are expressed as a percent likelihood. These probabilities do not take into account the likelihood of burning (see Burn probability).



Wasco County probability of exceeding 4' flames

Category	Description	Acres	%*
 75-100%	If a fire occurs, there is a very high (>75%) chance that flame lengths will be greater than 4'.	701,338	46
 50-75%	If a fire occurs, there is a high (50-75%) chance that flame lengths will be greater than 4'.	377,823	25
 25-50%	If a fire occurs, there is a moderate (25-50%) chance that flame lengths will be greater than 4'.	177,177	12
 0-25%	If a fire occurs, there is a low (<25%) chance that flame lengths will be greater than 4'.	138,214	9
 0%	This area contains non-burnable fuel types such as water, urban, agriculture, barren rock, etc.	137,828	9

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



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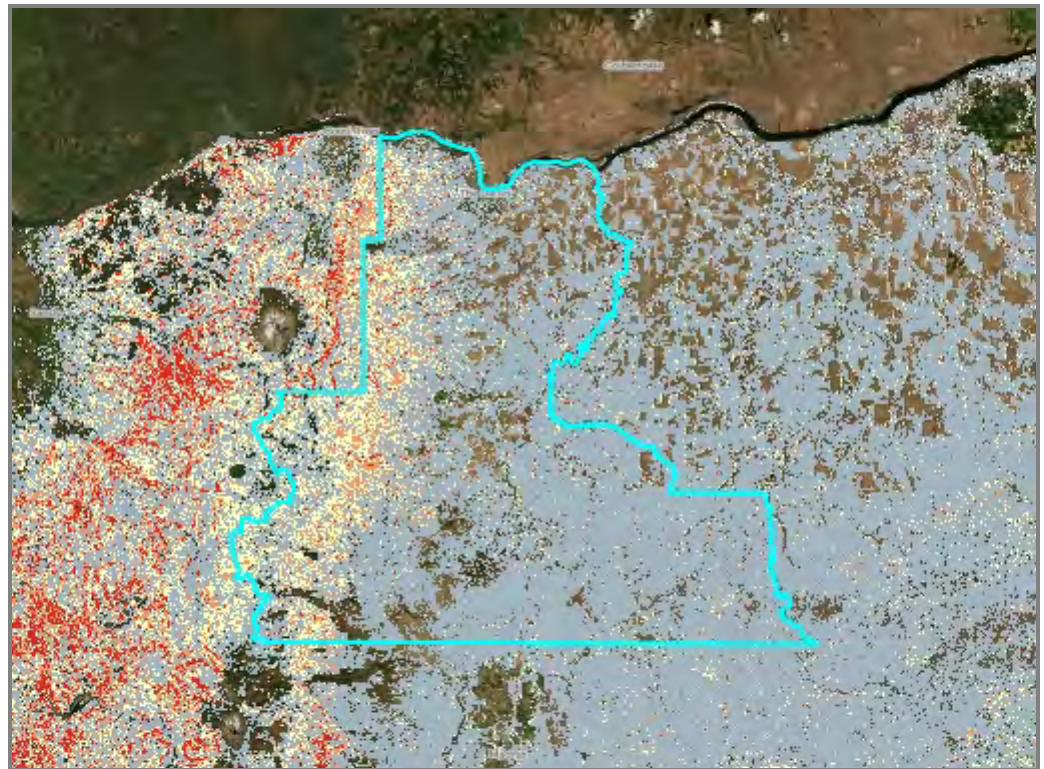
PROBABILITY OF EXCEEDING 8 FOOT FLAME LENGTHS

Flame length is an indication of fire intensity, which is a primary factor to consider for firefighter safety and for gauging potential impacts to values at risk. Fires with greater flame lengths are very intense and are expected to be highly difficult to control -- too intense for firefighters to work at the front of the flame, and they can severely impact values at risk. Tree torching and spotting is expected and ember travel is increased.






Fires with >8' flame lengths may be very difficult to control with little ability to work at the front of the flame, and greater risk of torching, crowning and spotting.

Using this layer to help target locations of higher flame length potential, a local assessment might reveal opportunity to reduce fire intensity as a goal of fuels treatment projects by using managed fire and/or other active management activities.

Values are expressed as a percent likelihood. These probabilities do not take into account the likelihood of an area burning.



Wasco County probability of exceeding 8' flames

Category	Description	Acres	%*
 75-100%	If a fire occurs, there is a very high (>75%) chance that flame lengths will be greater than 8'.	10,913	< 1
 50-75%	If a fire occurs, there is a high (50-75%) chance that flame lengths will be greater than 8'.	73,297	5
 25-50%	If a fire occurs, there is a moderate (25-50%) chance that flame lengths will be greater than 8'.	158,293	10
 0-25%	If a fire occurs, there is a low (<25%) chance that flame lengths will be greater than 8'.	1,046,920	68
 0%	This area contains non-burnable fuel types such as water, urban, agriculture, barren rock, glacial areas, etc.	242,958	16

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



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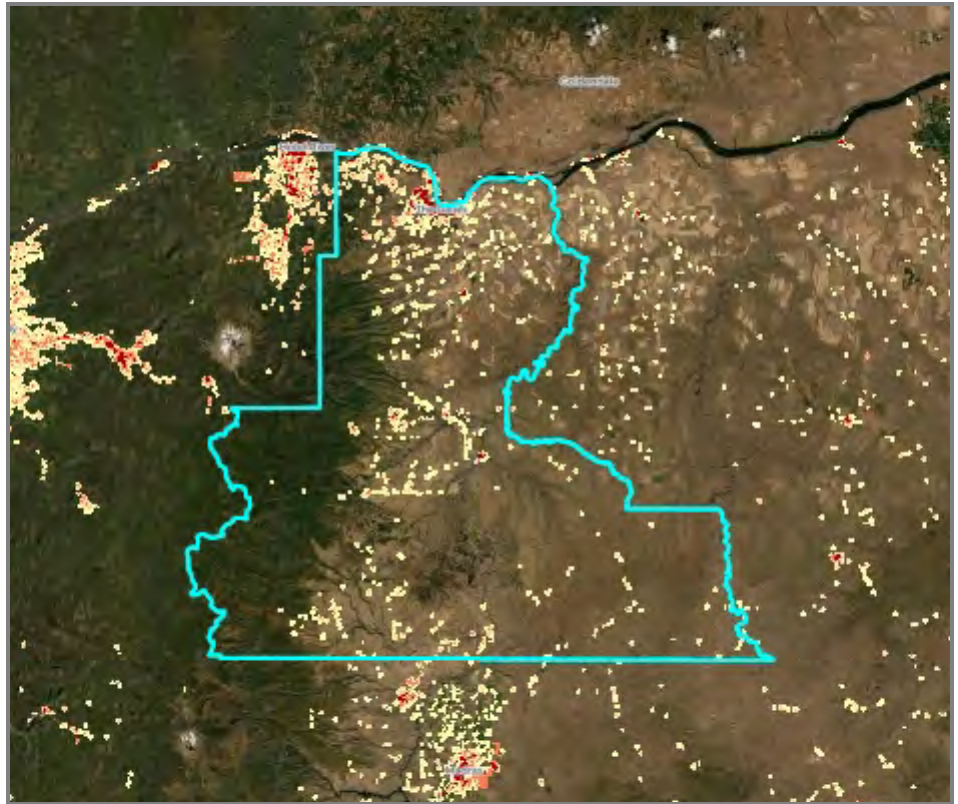
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POTENTIAL IMPACT TO PEOPLE AND PROPERTY

Potential impact to people and property represents the exposure or consequence of wildfire on mapped highly valued assets including housing unit density and USFS private inholdings.

The Potential Impact data layers characterize exposure and susceptibility only, and do not include the likelihood of an area burning. This differentiates the Potential Impact layers from Wildfire Risk layers, which account for the burn probability in the risk rating.

The data values reflect a range of impacts from very high to low negative consequences. Positive benefits of wildfire are not mapped in this layer, assuming that any impact of wildfire to human development is negative.



Wasco County potential impact to people and property, if a wildfire were to occur.

Category	Description	Acres	%*
Very High	Potential impact is very highly negative to people and property (top 5%).	1,586	< 1
High	Potential impact is highly negative (80-95th percentile).	4,511	< 1
Moderate	Potential impact is moderately negative (50-80th percentile).	15,146	< 1
Low	Potential impact is slightly negative (0-50th percentile).	22,145	1
No Data	There is no people and property mapped in the area or it is considered non-burnable (urban, agriculture, barren,etc).	1,488,993	97

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



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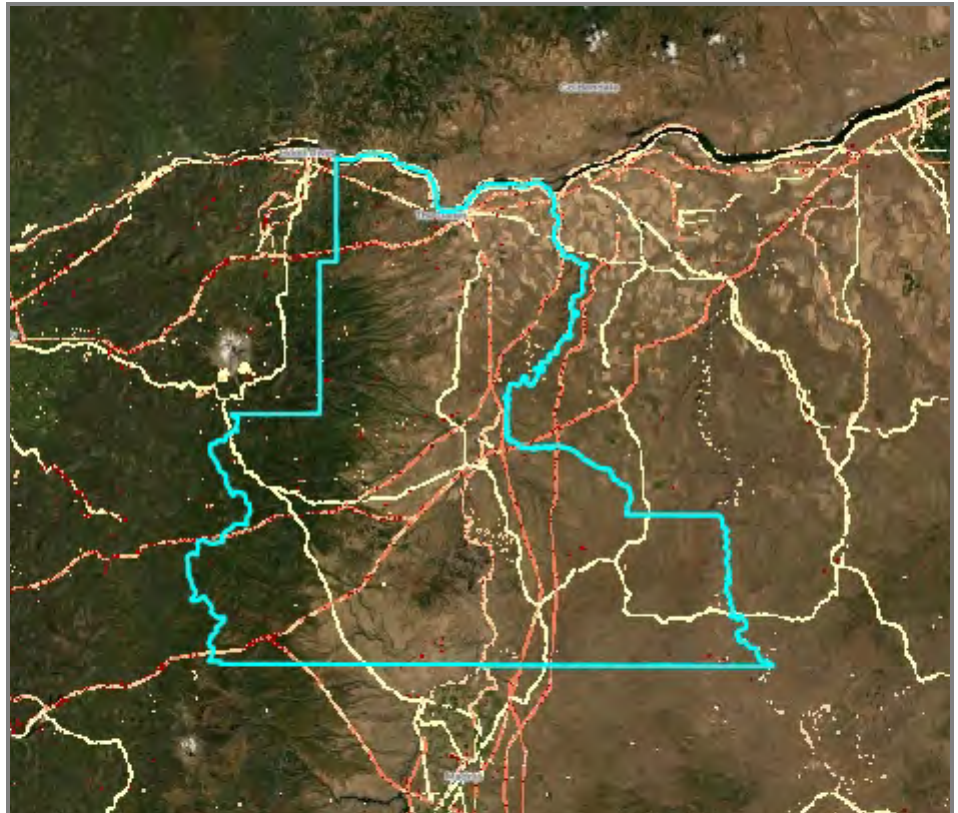
Generated: December 28, 2020

POTENTIAL IMPACT TO INFRASTRUCTURE

Potential impact to infrastructure represents the exposure or consequence of wildfire on mapped highly valued assets including critical infrastructure, developed recreation, housing unit density, seed orchards, sawmills, and historic structures.

The Potential Impact data layers characterize exposure and susceptibility only, and do not include the likelihood of an area burning. This differentiates the Potential Impact layers from Wildfire Risk layers, which account for the burn probability in the risk rating.

The resulting values reflect a range of impacts from a very high to low negative consequences. Positive benefits of wildfire are not mapped in this layer, assuming that any impact of wildfire to infrastructure is negative.



Wasco County potential impact to infrastructure, if a wildfire were to occur.

Category	Description	Acres	%*
Very High	Potential impact is very highly negative (top 5%).	4,302	< 1
High	Potential impact is highly negative (80-95th percentile).	18,241	1
Moderate	Potential impact is moderately negative (50-80th percentile).	12,178	< 1
Low	Potential impact is slightly negative (0-50th percentile).	15,882	1
No Data	There is no infrastructure mapped in the area or it is considered non-burnable (urban, agriculture, barren, etc).	1,481,777	97

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



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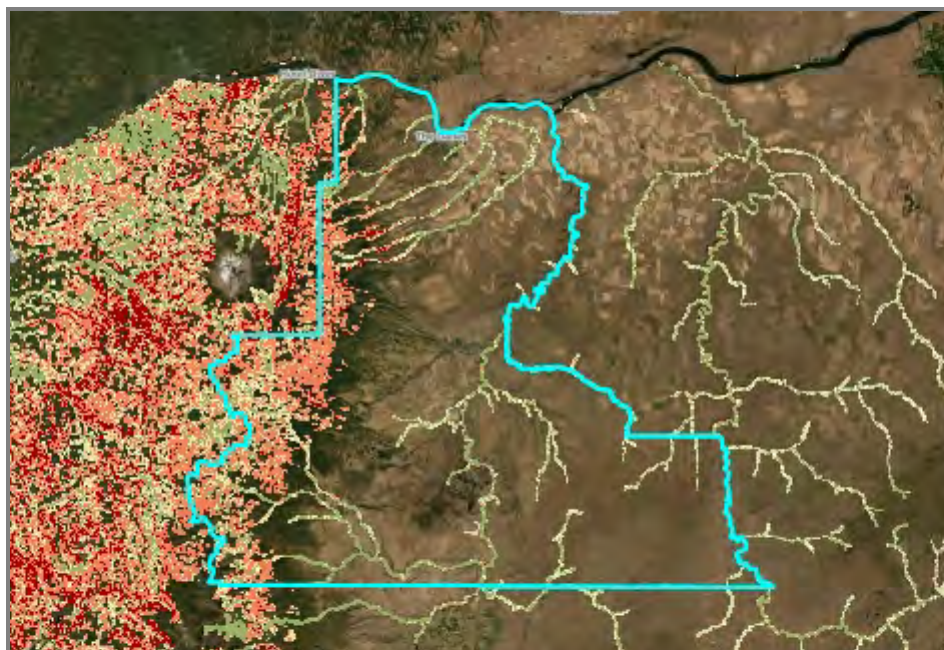
Generated: December 28, 2020

POTENTIAL IMPACT TO WILDLIFE

Potential impact to wildlife represents the exposure or consequence of wildfire on mapped wildlife habitat for the following species: northern spotted owl, marbled murrelet, sage grouse, chinook salmon, coho salmon, steelhead trout, bull trout, redband trout, coastal cutthroat, and Lahontan cutthroat trout.

The Potential Impact data layers characterize exposure and susceptibility only, and do not include the likelihood of an area burning. This differentiates the Potential Impact layers from Wildfire Risk layers, which account for the burn probability in the risk rating.

The data values reflect a range of impacts from a very high negative consequences, where wildfire is detrimental (for example, sensitive habitat with fire-intolerant species), to a positive impacts of wildfire, where wildfire will produce an overall benefit (for example, improving wildlife habitat for fire-dependent species).



Wasco County potential impact to wildlife habitat, if a wildfire were to occur.

Category	Description	Acres	%*
Very High	Potential impact is very highly negative (top 5%).	4,429	< 1
High	Potential impact is highly negative (80-95th percentile).	56,858	4
Moderate	Potential impact is moderately negative (50-80th percentile).	16,666	1
Low	Potential impact is slightly negative (17-50th percentile).	6,894	< 1
Low Benefit	Potential impact is slightly beneficial to wildlife at low flame lengths (8-17th percentile).	14,359	< 1
Benefit	Potential impact is beneficial, with a cumulative positive impact on wildlife habitat (0-8th percentile).	32,564	2
No Data	There is no wildlife habitat mapped in the area, or it is considered non-burnable (urban, agriculture, barren, etc).	1,400,610	91

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



Oregon Wildfire Risk Explorer- Advanced Report

Wasco County

1,532,385 Acres: (2,394 Sq. Miles)



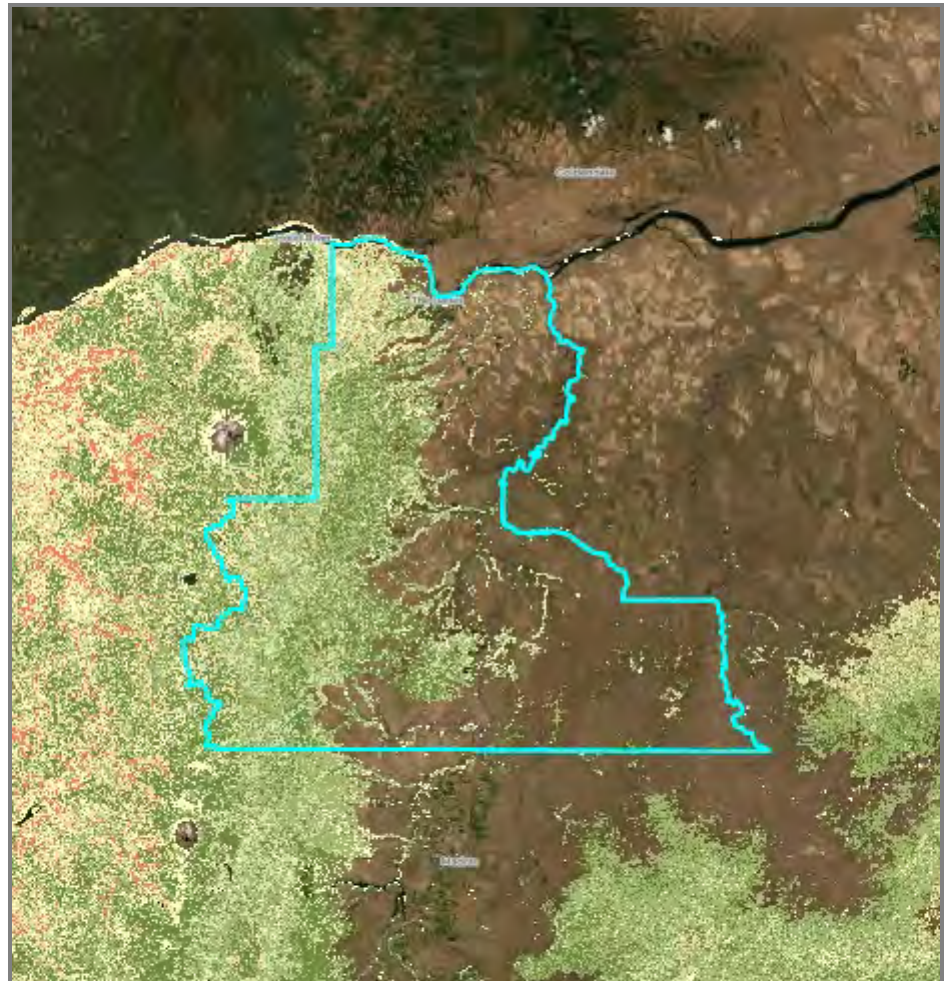
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POTENTIAL IMPACT TO FOREST VEGETATION

Potential impact to forest vegetation represents the exposure or consequence of wildfire on mapped forest vegetation. This layer provides information about departure of current vegetation condition relative to historical vegetation and reference conditions, and considers the natural role of fire to specific fire regime groups.

The Potential Impact data layers characterize exposure and susceptibility only, and do not include the likelihood of an area burning. This differentiates the Potential Impact layers from Wildfire Risk layers, which account for the burn probability in the risk rating.

The data values reflect a range of impacts from a very high negative rating, where wildfire will move the landscape further from historical or desired conditions, to positive, where wildfire will bring the landscape closer to historical or desired conditions. Note that wildfire impacts on rangeland and grassland vegetation were not simulated due to a lack of spatial data and adequate characterization of wildfire impacts on vegetation outside of forested communities.





Oregon Wildfire Risk Explorer- Advanced Report

Wasco County

1,532,385 Acres: (2,394 Sq. Miles)



Generated: December 28, 2020

Wasco County potential impact to forest vegetation, if a wildfire were to occur.

Category	Description	Acres	%*
Very High	Potential impact is very highly negative (top 3%). Fire has a highly detrimental effect on the landscape, moving the landscape further from historical/desired conditions.	118,825	8
High	Potential impact is highly negative (87-97th percentile). Fire has a detrimental effect on the landscape, moving the landscape further from historical/desired conditions.	214,959	14
Moderate	Potential impact is moderately negative (52-87th percentile). Fire will move the landscape further from historical/desired conditions.	118,197	8
Low	Potential impact is slightly negative (19-52th percentile). Fire will move the landscape further from historical/desired conditions.	23,543	2
Low Benefit	Potential impact is slightly beneficial to forest vegetation at low flame lengths, potentially producing a "fuel treatment" effect (0.6-19th percentile).	15,007	< 1
Benefit	Potential impact is beneficial, with a cumulative positive impact on forest vegetation (0-0.6th percentile). There is potential for fire to bring the landscape closer to	1,048	< 1
No Data	There is no vegetation mapped in the area, or it is considered non-burnable (urban, agriculture, barren,etc).	1,040,801	68

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



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FIRE REGIME GROUPS

A fire regime is a description of the general characteristics of a fire area, including frequency, intensity, size, pattern, season, and severity of effects of wildfire in an ecosystem over an extended period of time, dependent on topography, weather, vegetation, and fire history. How intensely a fire burns determines the effects and severity. Overall impacts of fires will depend on the historical fire regime and the influence of changes to that regime through changes in forest structure, composition, and processes.

Existing vegetation has departed from historical conditions in some areas, which affects the current fire environment. This departure depicts relative degrees of alterations of key ecosystem components such as species composition, structural stage, stand age, canopy closure, and fuel loadings. The potential impact to forest vegetation layer (and other potential impact layers) shows the areas where wildfire will move the landscape further from historical conditions, and where there are opportunities to use managed fire, active management, or other fuel treatments to bring the landscape closer to historical conditions.

Historically, higher fire frequency areas have lower fire severities. Vegetation in these areas is considered adaptive or resilient to fire due to this frequency. Examples include Ponderosa pine forests and dry mixed conifer forests. Lower frequency fire regime areas generally have higher severities, with vegetation and ecosystem elements usually considered sensitive due to their lack of exposure to fire. Examples include coastal forests, subalpine forests, alpine meadows, and many stream headwaters and riparian areas (see Existing vegetation).

Fire frequency suggests how often wildfire occurs (see Burn probability and Fire history data layers). Fire severity tells us how much impact wildfires are likely to have on the vegetation and other elements of an ecosystem (see Potential Impact data layers). The living and dead vegetation below forest canopies (shrubs, grasses, leaf litter, dead tree snags, etc.) also influences fire behavior (intensity and spread) and severity (impacts or effects). See Fuel models and Flame length data layers).

The national classification of fire regime groups commonly used includes five groups of fire frequency and severity pairs: I - frequent fire (0-35 years), low severity; II - frequent fire (0-35 years), stand replacement severity; III - 35-100+ years, mixed severity; IV - 35-100+ years, stand replacement severity; and V - 200+ years, stand replacement severity. Oregon has all of these historical fire regimes.

Maps of fire regime groups from LANDFIRE can be found here:

https://www.landfire.gov/geoareamaps/2012/CONUS_FRG_c12.pdf.

Find more information about fire regime groups here: <https://www.landfire.gov/frg.php>.

Fire Regime table for major vegetation areas (in the Pacific Northwest):

https://www.fs.fed.us/database/feis/fire_regime_table/fire_regime_table.html#PacificNorthwest



Oregon Wildfire Risk Explorer- Advanced Report

Wasco County

1,532,385 Acres: (2,394 Sq. Miles)



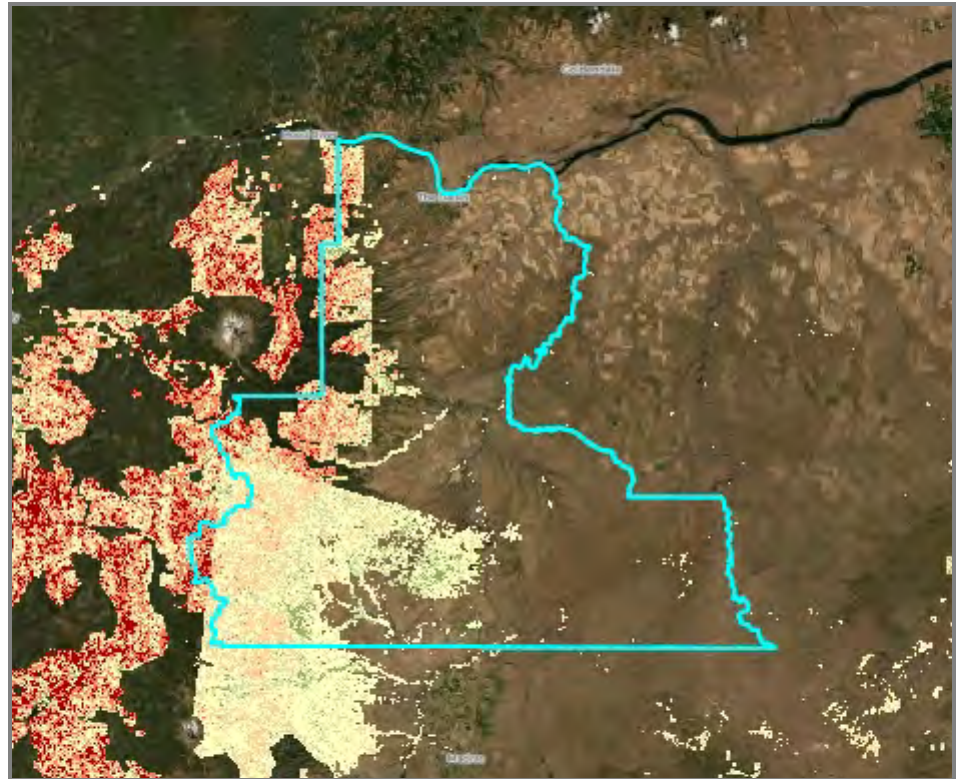
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POTENTIAL IMPACT TO TIMBER RESOURCES

Potential impact to timber resources represents the exposure or consequence of wildfire on mapped highly valued timber on US Forest Service, Tribal, private lands, BLM, and state-managed lands.

The Potential Impact data layers characterize exposure and susceptibility only, and do not include the likelihood of an area burning. This differentiates the potential impact layers from Wildfire Risk layers, which account for the burn probability in the risk rating.

The data values reflect a range of impacts from a very high negative rating, where wildfire is detrimental (for example early seral stage and/or sensitive forests), to positive, where wildfire may produce an overall benefit (for example, understory thinning treatment for fire-adapted species).



Wasco County potential impact to timber resources, if a wildfire were to occur.

Category	Description	Acres	%*
Very High	Potential impact is very highly negative (top 5%).	12,055	< 1
High	Potential impact is highly negative (80-95th percentile).	43,754	3
Moderate	Potential impact is moderately negative (50-80th percentile).	103,858	7
Low	Potential impact is slightly negative (19-50th percentile).	133,756	9
Low Benefit	Potential impact is slightly beneficial to timber resources at low flame lengths (9-19th percentile).	36,493	2
Benefit	Potential impact is beneficial, with a cumulative positive impact on timber resources (0-9th percentile).	15,292	< 1
No Data	There are no timber resources mapped in the area, or it is considered non-burnable (urban, agriculture, barren, etc).	1,187,172	77

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



Oregon Wildfire Risk Explorer- Advanced Report

Wasco County

1,532,385 Acres: (2,394 Sq. Miles)

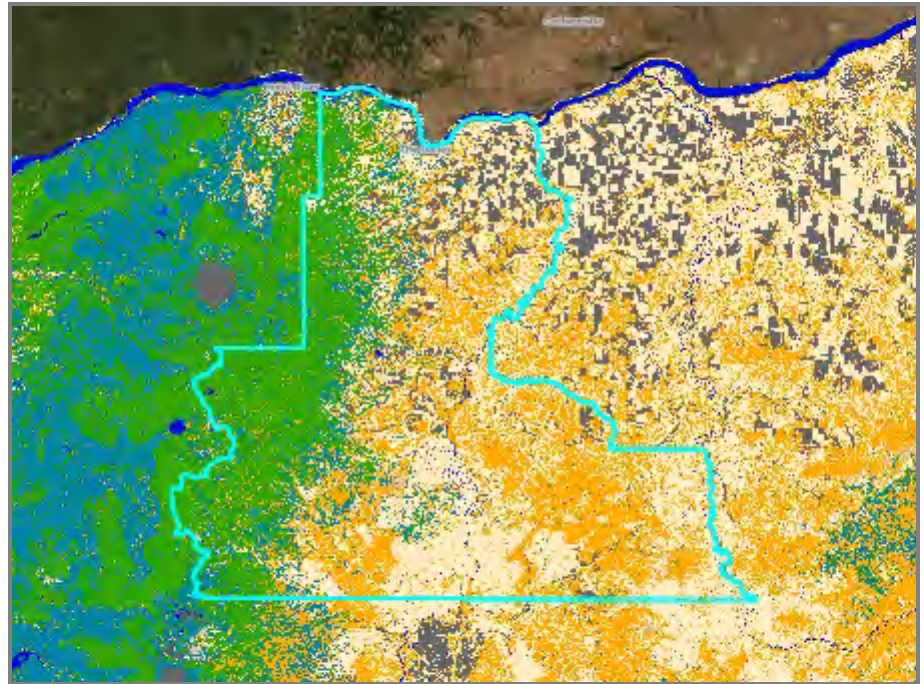


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FUEL MODEL GROUPS

Fuel models describe the fire-carrying materials that make up surface fuels, such as grasses, shrubs and litter (see next page). Fuel models are developed from climate characteristics, existing vegetation type, cover, height, and other vegetation characteristics, and help us understand the fuels igniting and carrying fire. These fuel models can be grouped into broad categories of burnable fuels based on descriptions of live and dead vegetation that represent distinct fuel types, size classes, and load distributions (amounts), shown in the map and chart below.

Fuels and other elements of the fuelscape in the risk assessment were extensively reviewed and refined by local expert consultation, and the fuelscape was updated to account for wildfires that occurred through 2017.



Wasco County fuel model groups (see next page for descriptions of codes)

Category	Description	Acres	%*
 Grass	Fuel models 101-104, (GR1; GR2; GR3; GR4)	531,439	35
 Grass/Shrub	Fuel models 121-123, (GS1; GS2; GS3)	420,940	27
 Non-burnable-other	Fuel Models 91-93,99, (NB1; NB2; NB3; NB9)	115,269	8
 Non-burnable-water	Fuel Models 98, (NB8)	10,226	< 1
 Slash-blowdown	Fuel Models 202, (SB2)	0	0
 Shrub	Fuel Models 141-147, (SH1; SH2; SH3; SH4; SH5; SH6; SH7)	26,079	2
 Timber Litter	Fuel Models 181-189, (TL1; TL2; TL3; TL4; TL5; TL6; TL7; TL8; TL9)	107,334	7
 Timber-Understory	Fuel Models 161-163, 165, (TU1; TU2; TU3; TU5)	321,093	21

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



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Table of Fuel Model Groups

40 Scott and Burgan Fire Behavior Fuel Models Description and Data Dictionary <https://www.landfire.gov/fbfm40.php>
<https://www.landfire.gov/DataDictionary/f40.pdf>

Group	Description
Grass Fuel models 101-104, (GR1; GR2; GR3; GR4)	GR1: Short, sparse dry climate grass is short, naturally or heavy grazing, predicted rate of fire spread and flame length low GR2: Low load, dry climate grass primarily grass with some small amounts of fine, dead fuel, any shrubs do not affect fire behavior GR3: Low load, very coarse, humid climate grass continuous, coarse humid climate grass, any shrubs do not affect fire behavior GR4: Moderate load, dry climate grass, continuous, dry climate grass, fuelbed depth about 2 feet
Grass/Shrub Fuel models 121-123, (GS1; GS2; GS3)	GS1: Low load, dry climate grass-shrub shrub about 1 foot high, grass load low, spread rate moderate and flame length low GS2: Moderate load, dry climate grass-shrub, shrubs are 1-3 feet high, grass load moderate, spread rate high, and flame length is moderate GS3: Moderate load, humid climate grass-shrub, moderate grass/shrub load, grass/shrub depth is less than 2 feet, spread rate is high and flame length is moderate
Non-Burnable-Other	Fuel Models 91-93, 99, (NB1; NB2; NB3; NB9) NB1: Urban NB2: Snow/Ice NB3: Agriculture NB9: Barren
Non-burnable-Water	Fuel Model 98, (NB8): Water
Slash-blowdown	Fuel Model 202, (SB2): Moderate load activity fuel or low load blowdown, 7-12 t/ac, 0-3 inch diameter class, depth about 1 foot, blowdown scattered with many still standing, spread rate and flame low
Shrub Group Fuel Models 141-147, (SH1; SH2; SH3; SH4; SH5; SH6; SH7)	SH1: Low load dry climate shrub, woody shrubs and shrub litter, fuelbed depth about 1 foot, may be some grass, spread rate and flame low SH2: Moderate load dry climate shrub, woody shrubs and shrub litter, fuelbed depth about 1 foot, no grass, spread rate and flame low SH3: Moderate load, humid climate shrub, woody shrubs and shrub litter, possible pine overstory, fuelbed depth 2-3 feet, spread rate and flame low SH4: Low load, humid climate timber shrub, woody shrubs and shrub litter, low to moderate load, possible pine overstory, fuelbed depth about 3 feet, spread rate high and flame moderate SH5: High load, humid climate grass-shrub combined, heavy load with depth greater than 2 feet, spread rate and flame very high SH6: Low load, humid climate shrub, woody shrubs and shrub litter, dense shrubs, little or no herbaceous fuel, depth about 2 feet, spread rate and flame high SH7: Very high load, dry climate shrub, woody shrubs and shrub litter, very heavy shrub load, depth 4-6 feet, spread rate somewhat lower than SH6 and flame very high



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Timber Litter Group	TL1: Low load compact conifer litter, compact forest litter, light to moderate load, 1-2 inches deep, may represent a recent burn, spread rate and flame low TL2: Low load broadleaf litter, broadleaf, hardwood litter, spread rate and flame low TL3: Moderate load conifer litter, moderate load conifer litter, light load of coarse fuels, spread rate and flame low TL4: Small downed logs moderate load of fine litter and coarse fuels, small diameter downed logs, spread rate and flame low TL5: High load conifer litter, light slash or dead fuel, spread rate and flame low TL6: Moderate load broadleaf litter, spread rate and flame moderate TL8: Large downed logs, heavy load forest litter, larger diameter downed logs, spread rate and flame low TL8: Long needle litter, moderate load long needle pine litter, may have small amounts of herbaceous fuel, spread rate moderate and flame low TL9: Very high load broadleaf litter, may be heavy needle drape, spread rate and flame moderate
Fuel Models 181-189, (TL1; TL2; TL3; TL4; TL5; TL6; TL7; TL8; TL9)	

Timber-Understory Group	TU1: Low load dry climate timber grass shrub, low load of grass and/or shrub with litter, spread rate and flame low TU2: Moderate load, humid climate timber-shrub, moderate litter load with some shrub, spread rate moderate and flame low TU3: Moderate load, humid climate timber grass shrub, moderate forest litter with some grass and shrub, spread rate high and flame moderate TU5: Very high load, dry climate shrub, heavy forest litter with shrub or small tree understory, spread rate and flame moderate
Fuel Models 161-163, 165, (TU1; TU2; TU3; TU5)	

This report was generated from the Advanced Oregon Wildfire Risk Explorer map viewer:

tools.oregonexplorer.info/OE_HtmlViewer/index.html?viewer=wildfireplanning. For more information on wildfire risk in a specific location, you can generate a Homeowner's report from the Oregon Wildfire Risk Explorer map viewer.

How to Cite:

Accessed from the Oregon Wildfire Risk Explorer on December 28, 2020

URL: https://tools.oregonexplorer.info/OE_HtmlViewer/index.html?viewer=wildfireplanning

Primary data Source: USDA Forest Service Pacific Northwest Quantitative Wildfire Risk Assessment (2018)

The Oregon Wildfire Risk Explorer site, tools and reports are the result of a collaboration among the following organizations and others:



INSTITUTE FOR
NATURAL RESOURCES



Wildfire risk data is primarily from the USDA Forest Service 2018 Pacific Northwest Quantitative Wildfire Risk Assessment with some components from the 2013 West Wide Wildfire Risk Assessment. The information is being provided as is and without warranty of any kind either express, implied or statutory. The user assumes the entire responsibility and liability related to their use of this information. By accessing this website and/or data contained within, you hereby release the Oregon Department of Forestry, Oregon State University, and all data providers from liability. This institution is an equal opportunity provider. This publication was made possible through grants from the USDA Forest Service.

Appendix B: Primary Plans Related to CWPP Action Table

To support the development of the CWPP Action Plan, several county and city plans were referenced to understand existing goals, objectives, and/or actions to address wildfire risk reduction and the wildland-urban interface, primarily including:

- Wasco County Comprehensive Plan (2020)
- Natural Hazards Mitigation Plan (2019)

The following list of wildfire and/or WUI-related actions serves as a quick reference to help readers see the linkages between this CWPP and other county and city plans. These references are not exhaustive in naming all actions that could support wildfire risk reduction. Primary documents should be consulted for additional details and any future updates.

Wasco County Comprehensive Plan

Policy 7.1.3: All physical development should be located such that it minimizes the risk of wildfire and allows for assistance in the control of wildfire

Implementation	Timeframe	Lead Partners
a. All physical developments shall implement the applicable Fire Safety Standards of the zone in a timely manner. Physical developments that do not implement the Fire Safety Standards in a timely manner shall be considered a code compliance violation	Ongoing	Planning, Code Compliance
b. A functioning on-site water supply shall be implemented prior to issuance of any zoning approval/building permit within the F-1 and F-2 Forest zones. The aforementioned water supply shall be connected to all applicable Fire Safety Standards of the zone.	Ongoing	Planning, Building Codes Services
c. In the "F-1" & "F-2" Forest Zones, coordination with the local fire protection agency shall occur prior to any land use application. Where development does not fall within a structural fire protection district, coordination with the applicable wildland interface agencies shall occur. Close consideration of the Wildland Urban Interface (WUI) setting, Wildfire Hazard designation, and Mitigation Difficulty for that area shall occur with agency coordination	Ongoing	Planning, RFPD, ODF, RPA
d. Requests for dwellings not in conjunction with forest use, on property which is located outside of a rural fire protection district, shall not be accepted by the Approving Authority unless a contract for services has been reached with a rural fire protection district.	Ongoing	Planning, RFPD

Policy 7.1.3: Mitigate wildfire hazards through enhanced fire safety development standards

Implementation	Timeframe	Lead Partners
a. All implementing ordinances applicable to the County shall be consistent with the Comprehensive Plan, the Natural Hazard Mitigation Plan, and the Community Wildfire Protection Plan.	Ongoing	Planning
b. Fire Protection agencies and other applicable organizations shall be provided an opportunity to comment on development applications prior to approval	Ongoing	Planning, RFPD, ODF, RPA
c. All physical development shall be required to implement applicable Fire Safety Standards in a timely manner	Ongoing	Planning
d. All applications for physical development in areas identified as high risk for wildfire shall require a County approved wildfire mitigation plan prior to approval	Ongoing	Planning
e. Encourage sustainable and resilient land use planning techniques for development in areas identified as high risk for wildfire	Ongoing	Planning

Wasco County Natural Hazards Mitigation Plan (2019)**WH1 – Assessment of Non-County Roads for Response to Wildfire Hazards**

Project	Lead Partners	Time Frame	County Priority
Conduct mapping/ analysis of non-county roads to assess access by fire fighting vehicles, evacuation, and to identify mitigation projects	Planning, Public Works, Surveyor, RFPD	0-3 years	High

WH2 – Accomplish Defensible Space around Structures

Project	Lead Partners	Time Frame	County Priority
Various projects including education, code compliance, planning, grant funded mitigation	Planning, Emergency Management	0-3 years	High

WH3 – Treat Hazard Fuels in the Wildland Urban Interface Including in The Dalles Municipal Watershed

Project	Lead Partners	Time Frame	County Priority
Reduce hazard fuels, educate land owners about hazard fuel reduction	RFPD, The Dalles, Emergency Management, County Public Works and Planning	0-3 years	High

WH4 – Explore ways to increase Fire District coverage throughout the County

Project	Lead Partners	Time Frame	County Priority
Support rangeland protection associations, improve mutual aid agreements	RFPD, ODF, USFS, State Fire Marshal's Office	3+ years	High

WH5 – Establish a Wildfire Coordinator or local Natural Hazard Planner position

Project	Lead Partners	Time Frame	County Priority
Support rangeland protection associations, improve mutual aid agreements	BOC, Planning, Emergency Management	0-3 years	High

Appendix C: Stakeholder and Public Engagement during CWPP Update Process

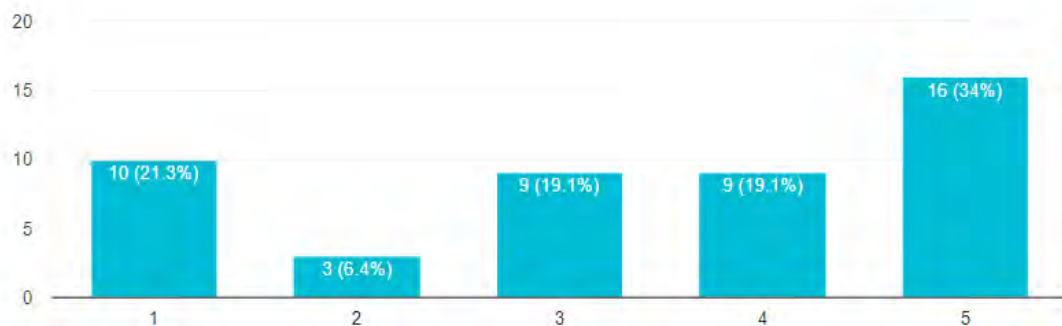
Public Outreach and Survey (May 2021)

To coincide with a social media daily campaign to promote Wildfire Awareness Month, the Planning Department launched its first public survey about possible CWPP strategies. We received 47 responses to the survey:

The 2005 CWPP recommended a road hazard assessment to identify challenges for access by fire equipment and as resident evacuation routes. Please rate how much this is a current priority for you.

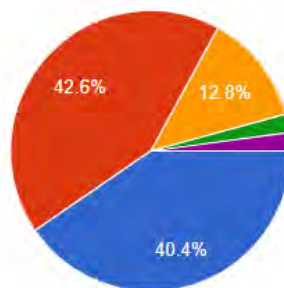


47 responses



Well marked addresses with a consistent numbering system are critical for emergency services when identifying homes at the time of emergency. If Wasco County were to overhaul the addressing system, that could mean a change to your address. How willing would you be to participate in re-addressing for improved safety?

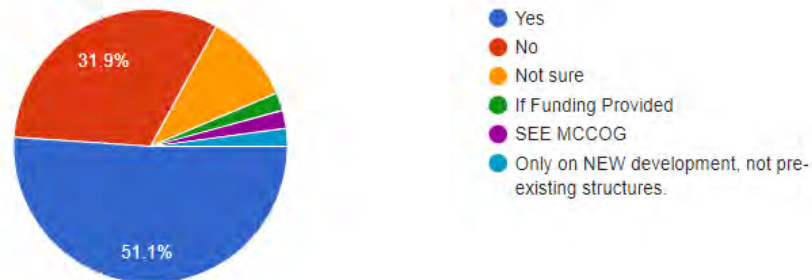
47 responses



- Not willing
- Willing
- Not sure
- I am not convinced changing addresses needed in such a low populated county. It is important to comply with "well marked". My neighbors have not gotten that "memo". Perhaps more outreach t...
- Willing as long as there is NO COST to readdress.

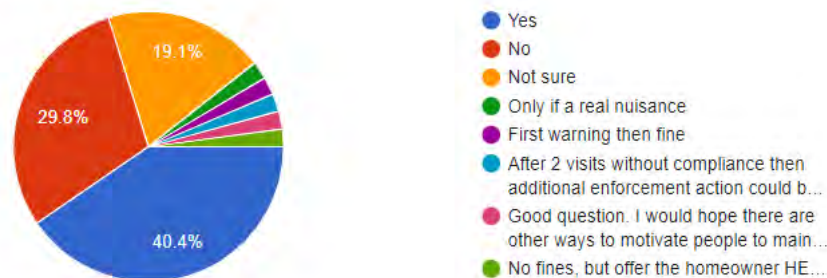
The Community Wildfire Assistance Program research recommended potential building codes requirements, like fire resistant roofing and siding materials, stand pipes, and chimney screens. Do you think Wasco County should implement construction standards for new development?

47 responses



Wasco County Planning requires a fire safety self certification and the creation of defensible space for new development. Defensible space should be maintained over the lifetime of the development, and includes keeping vegetation and trees well maintained for a well defined perimeter around structures. Do you think Wasco County should pursue code compliance cases, with fines, for overgrown vegetation?

47 responses



Survey (November 2021)

In November 2021, the Planning Department launched its second public input survey that focused on education, volunteerism with RFPDs, and home site reviews. This survey received 8 responses:

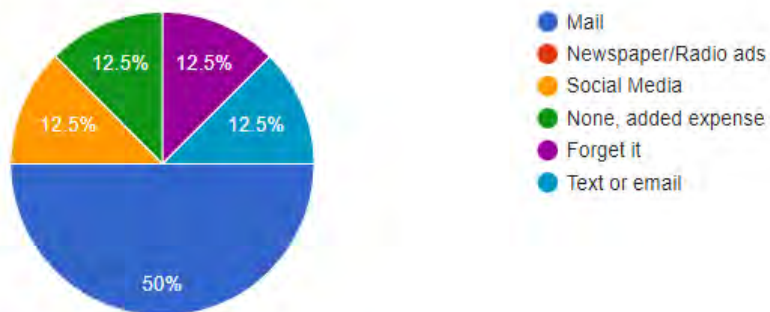
What kind of information would you like, regularly, from your Rural Fire Protection District or Wasco County? (Select all that apply)

8 responses



What is the best way to share fire safety information with you?

8 responses



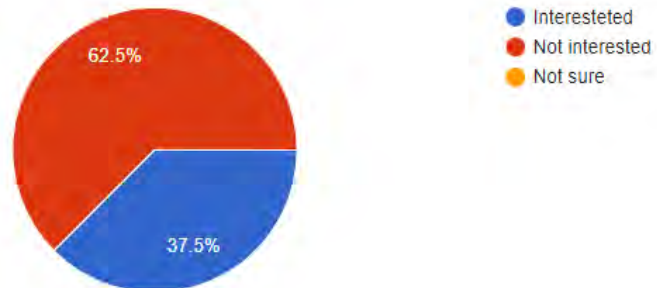
What barriers prevent you or others from volunteering for your Rural Fire Protection District?

8 responses



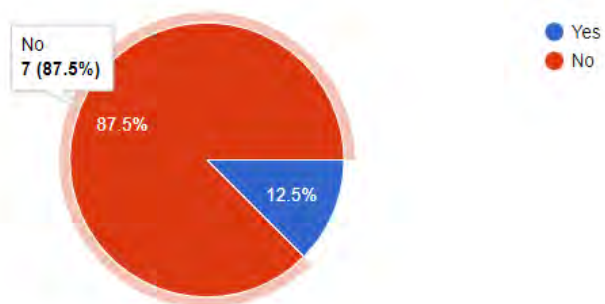
Would you be interested in a home site review with firefighting professional that identifies issues and how to lower your risk?

8 responses



Would you be willing to pay a small fee for a home site review?

8 responses



What are other ways Wasco County or your Fire Department/Protection District can help you reduce your risk and prepare for wildfire events?

8 responses

Plow fire breaks

Easy access to information and resource lists on county website.

You'd be of no value to us

Make White River Crossing more accessible. We are supposed to be protected BY ODF, but due to the horrific road condition it has taken them forever to get here due to the poor road condition. We have had two fires within 150' of our house in the past two years. (Both caused by lightening) The condition of White River crossing is unacceptable and I encourage EVERY Wasco County elected official to travel on it. It is the ONLY connection between Juniper Flat and the Wamic area without having to drive around 35 miles.

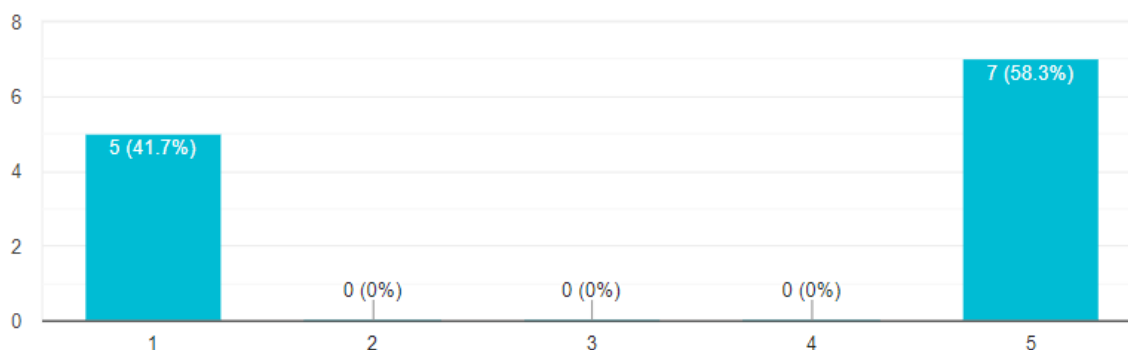
Accurate and timely information is critical, all too often in recent years inaccurate evacuation orders have been given and the expertise and experience of CRFPD was belittled and ignored. Information can and should be shared and avoid critical mistakes and unfortunate loss of life and property. If the fire prevention plan is to be taken seriously the major stakeholders must be involved.

Continue communication

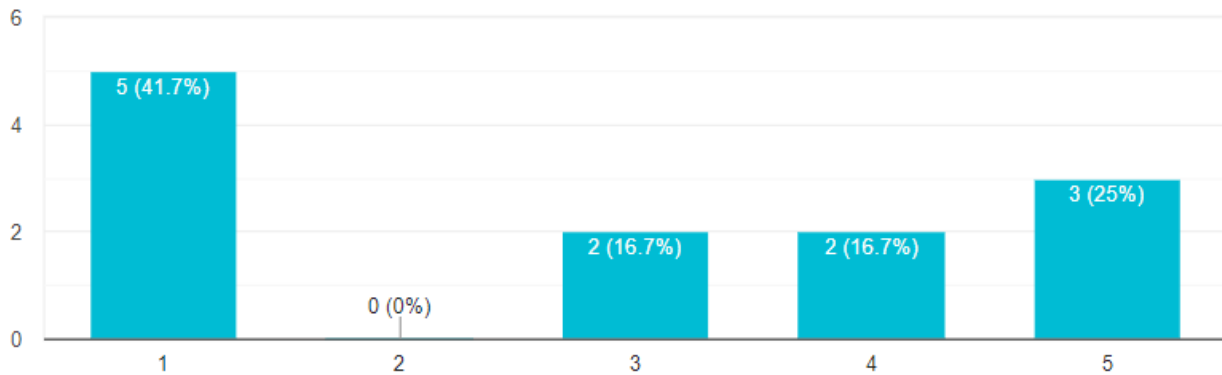
Survey (January 2022)

In January 2022, the Planning Department launched its third and final public input survey that focused on proposed action items and asked for public to rank them in order of priority from 1 (low) to 5 (high).

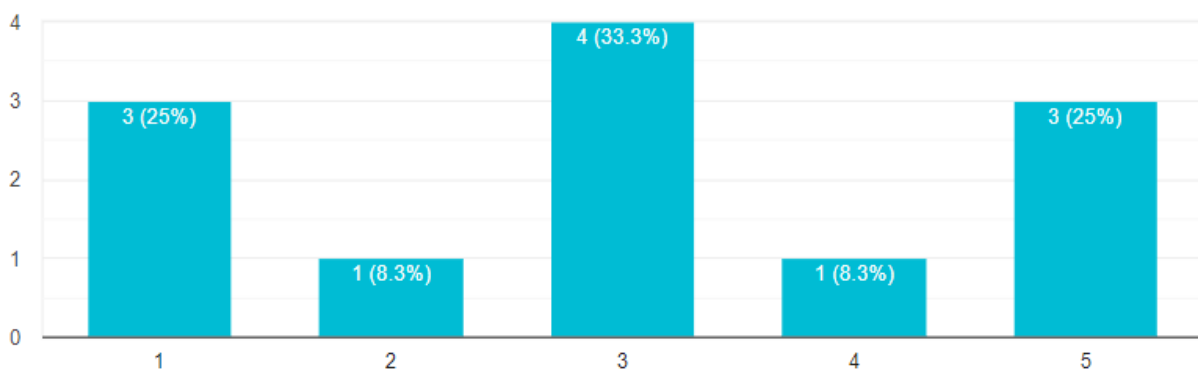
What priority should a County Wildfire Coordinator be for implementing the Community Wildfire Protection Plan, coordinating wildfire mitigation efforts, and providing wildfire education?



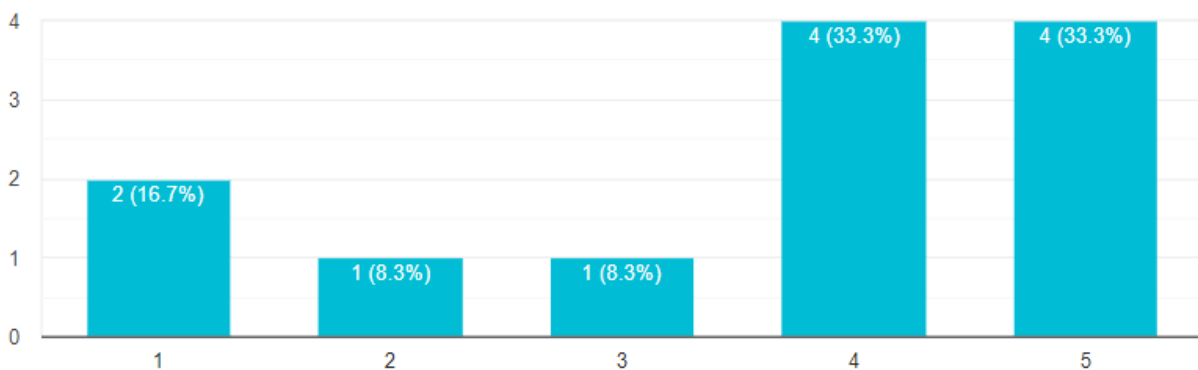
How important do you think it is to update rules related to wildfire, including the Community Wildfire Protection Plan?



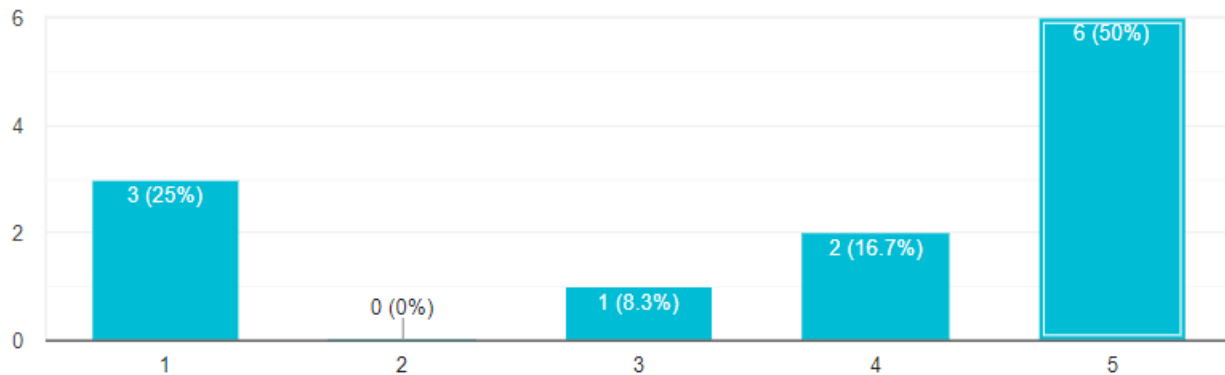
How would you prioritize conducting an assessment of road hazards on County or public access roads?



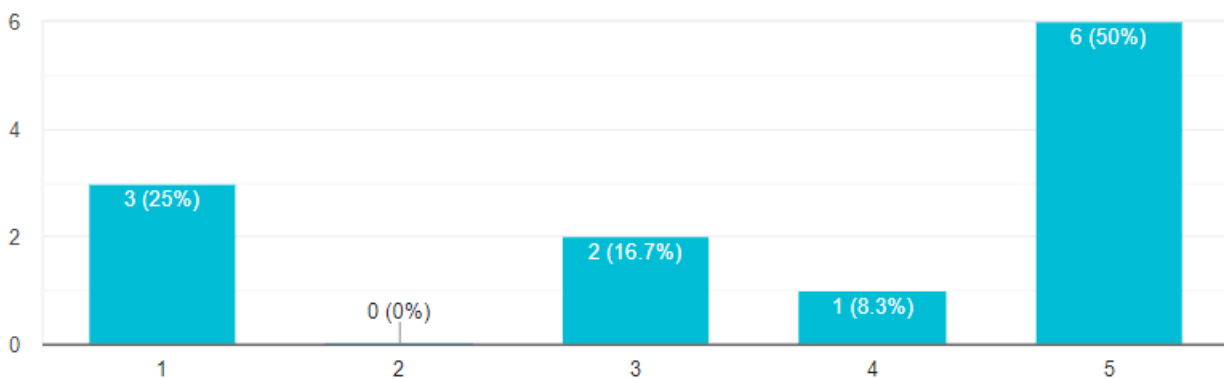
How do you prioritize Rural Fire District equipment upgrades, training, or facilities maintenance?



The Wasco County Forest Collaborative is a partnership for various agencies and organizations to improve forest management and reduce wildfire risk. How would you rank supporting this effort as a priority for Wasco County?



What priority should wildfire risk reduction and prevention education and outreach be?



Do you have any other strategies for wildfire mitigation Wasco County should consider adopting?

No

I don't mind education but with the new fire tax I am paying you will not waste it on another gov job. Forest management like thinning and logging is important as groomed land doesn't burn uncontrollably. Using fire as a reason to lock down private property use is unfair.

Yes I do. Give gov't. people and other planners who advocate running roughshod over landowners NO place at the planning table . Do NOT commit our tax money. Encourage and allow private landowners, only, to make ALL decisions that concern their private property. Make NO rules, ever, unless you can be reasonable for a change--and your track record under the crazy runaway spell of Dr. Glover has proved anything BUT reasonable. Fire her and I might discuss a plan with you. But as long as she lives in, works for, or has anything else to do with Wasco County, I want NOTHING to do

with your "plans". By the way isn't it about time for some in-person hearings so you can get an unskewed real feel of the taxpayers' opinions--or is it your MO to continue on dazzling us with your BS and Marxist agenda?

Find ways to support Prescribed Burn Associations as a way to empower rural residents to be fire ready.

Information: Help the public learn more about how much the county has changed as the result of fire suppression. Oak woodlands and savanna are replaced with conifer. The conifer are now dying because of drought. What goes around comes around. Time to wake up and smell the smoke. We need to learn to live in the mess our decisions have left us with.

free community events at the schools, granges, and local rural fire departments, supported and advertised by these same organizations to their community. i would provide education and grant funding to home owners so they can implement water catchment, fuel reduction and native plantings.

Core Group Meetings

The Core Group, made of representative from Mid-Columbia Fire and Rescue, Juniper Flat RFPD, the Office of State Fire Marshal, Oregon Department of Forestry and Wasco County began meeting in September 2020 to review the 2005 CWPP and discuss revisions. The group also once a month as needed in 2021 and 2022 to discuss action items, public outreach, and mitigation projects.

District Surveys

Detailed surveys were sent to various stakeholders, including RFPDs, in 2020 and 2021 to get feedback about the CWPP, identify equipment and facility needs, mitigation projects, and ask for input on various action items.

Stakeholder Calls and Emails

Stakeholder calls were coordinated throughout the process to provide stakeholders the ability to discuss CWPP drafts and provide feedback. In addition, stakeholders were invited to provide written comments on CWPP drafts.

Community Surveys

Surveys about action items were circulated on the CWPP landing page and through social media in 2021 and 2022 to solicit public input. Responses are shown above.

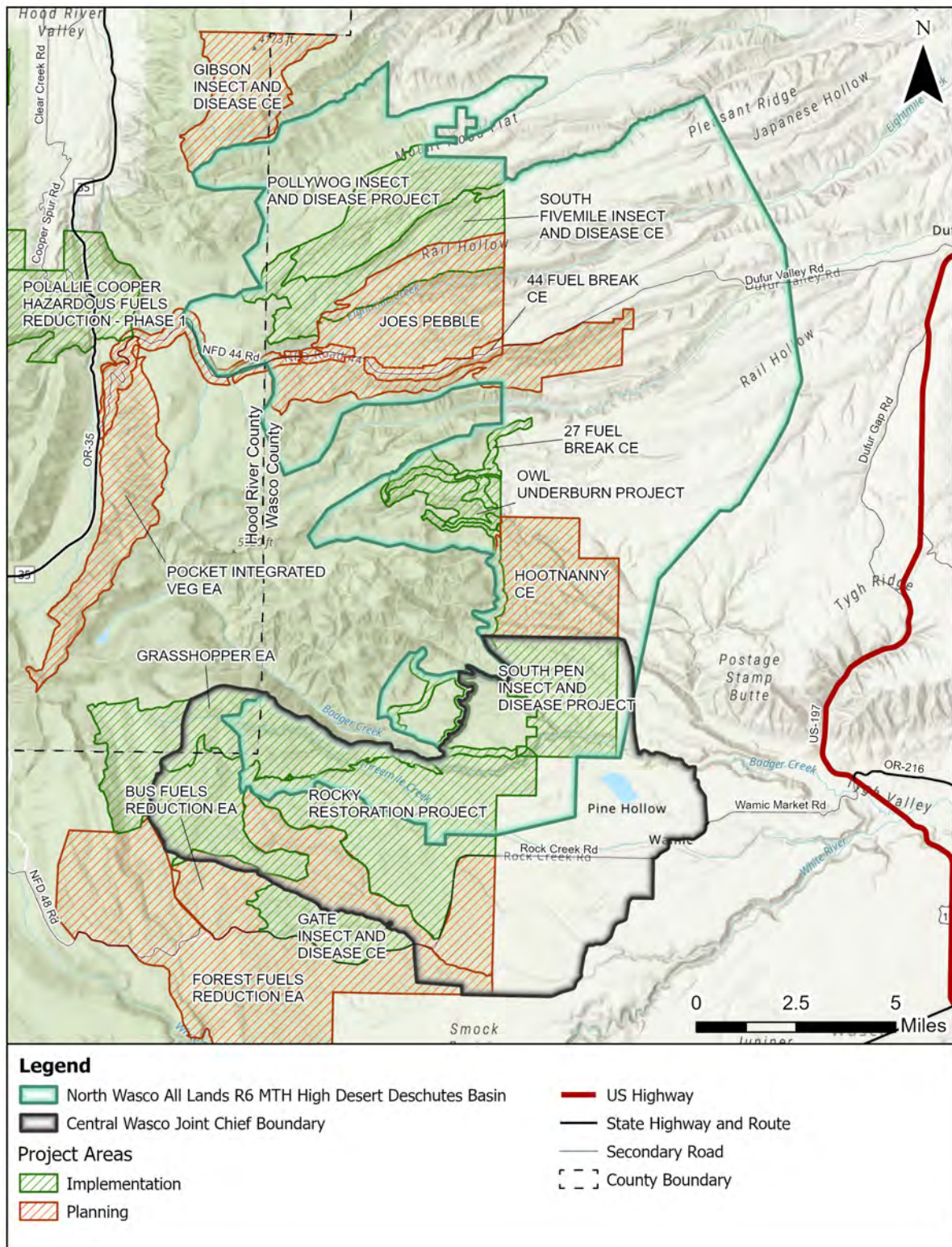
Public Review and Comment Period

Members of the public are also invited to review and comment on the CWPP during the public review period which is scheduled for October 2022. Details about the public comment and review period are available on the Wasco County website.

Appendix D: Wasco County Forest Collaborative Priority Areas for Fuels Reduction/Forest Health

An additional \$4.2 million dollars in grants have been secured by various partners for fuels reduction and forest health treatments in Central Wasco County. This includes private forest lands, OCFW, and USFS lands in the “Central Wasco Joint Chief Boundary” shown on the map below.

The following project areas are the focus of forest health and hazardous fuels reduction projects for the period 2015-2024 on the Barlow Ranger District, with many projects approved and in active implementation. Additional planning areas and fuels reduction projects are being planned by the Mt Hood National Forest. For more information visit: <https://www.fs.usda.gov/projects/mthood/landmanagement/projects>



Appendix E: Oregon Department of Forestry Priorities for Fuel Reduction

The fuels reduction projects below are those identified as underway or could be pursued in the future.

Fuels Reduction/Forest Health Projects currently underway:

1. Landscape Scale Restoration Project (LSR) – Wasco County Oak Restoration and Fuels Mitigation

- a. Managed by ODF
- b. Located in Central Wasco County (Friend, Rail Hollow, Kingsley areas)
- c. Target is for Oak habitat thinning & fuels reduction on 280 acres on private lands
- d. Project timeline: 2019 – April 2024

2. Western States Fire Managers Grant – North Wasco County Fuels

- a. Managed by ODF
- b. Located in North Wasco County (Mosier, Seven Mile, Rowena, Mill Creek areas)
- c. Target is for fuels reduction work to treat 265 acres on private lands
- d. Project timeline: 2019 – December 2025

3. Western States Fire Managers Grant – Central Wasco County Fuels Reduction

- a. Managed by ODF
- b. Located in Central Wasco County (Rail Hollow, Pine Hollow, Wamic areas)
- c. Target for removal of dead/dying hazard trees near homes/infrastructure (100 acres)
- d. Project timeline: Fall 2022 – Fall 2025

4. Good Neighbor Authority Agreement

- a. Managed by USFS Mt. Hood NF, in partnership with ODF
- b. Ongoing agreement for ODF assistance with accomplishing fuels reduction work on the Mt. Hood NF Barlow Ranger District
 - i. Thinning/brushing w/ ODF Crew – 582 acres
 - ii. Mastication contract admin – 230 acres
 - iii. Rx line burn prep – 9 miles
- c. Timeline – 2017 – December 2026

5. Joint Chief's Project – North Wasco All Lands Project

- a. USFS & NRCS are lead agencies
- b. Interagency cross boundary fuels treatment work (located on the Mt. Hood NF, ODFW White River Wildlife Area, Dept. of State Lands, City of The Dalles Watershed, and private lands in the Friend, Rail Hollow and Fivemile areas)
- c. Treatment activity and acres managed as follows:
 - i. Mt. Hood NF for work on federal lands – mixed activities
 - 1. Details can be found from MHF staff
 - ii. ODF for work on ODFW lands – Fuel reduction mastication on 424 acres
 - iii. ODF for work on City of The Dalles Watershed – Roadside brushing, mastication, pruning/piling/burning on 373 acres

- iv. ODF for work on Dept. of State Land in TD Watershed – Roadside brushing, mastication on 13 acres
- v. NRCS for work on private lands (EQIP) – fuels reduction
 - 1. Details can be found from NRCS staff
- d. Timeline: 2022-2025

6. Community Wildfire Defense Grant – Wasco County Red Zone: Partnering on wildfire mitigation in the nation’s highest risk communities (application submitted 11/23, awaiting funding decision)

- a. Managed by the Wasco County Planning Department
- b. Hire a Wildfire Coordinator position at the County
- c. Multiple local agencies working together to conduct the following activities in south Wasco County: Defensible space clearing and hazard tree removal around homes; Roadside fuel breaks; fuels reduction on state game management area adjacent to private lands; outreach & education events; and a forestland condition mapping tool.
- d. Timeline (if funded): 2024-2029

Fuels Reduction/Forest Health Projects recently completed:

1. Joint Chief’s Project – Central Wasco County

- a. USFS & NRCS are lead agencies
- b. Interagency cross boundary fuels treatment work (located on the Mt. Hood NF, ODFW White River Wildlife Area, and private lands in the Wamic/Pine Hollow areas)
- c. Treatment activity and acres managed as follows:
 - i. Mt. Hood NF for work on federal lands – mixed activities
 - 1. Details can be found from MHF staff
 - ii. ODF for work on ODFW lands – Fuel reduction mastication on 515 acres
 - iii. NRCS for work on private lands (EQIP) – fuels reduction
 - 1. Details can be found from NRCS staff
- d. Project timeline: Fall 2019 – Fall 2023

2. ODF SB 762 Landscape Resilience Program – Wasco County Forest Resilience Project

- a. ODF is lead agency
- b. Interagency cross boundary fuels treatment work (located on the Mt. Hood NF, USFS Scenic Area, ODFW White River Wildlife Area, and private lands in the Friend area)
- c. Treatment activity and acres managed as follows:
 - i. Mt. Hood NF for work on federal lands – Mastication, invasive species treatment, and Rx burning on 728 acres
 - ii. USFS Scenic Area for work on federal lands – Lop and scatter/Invasive species treatment on 1,025 acres, and 4.3 miles of road improvement for fire access
 - iii. ODF for work on ODFW lands – Mastication on 725 acres
 - iv. Private landowner work – fuels reduction on 100 acres
 - v. East Cascades Oak Partnership – 50 Oak monitoring plots established
- d. Project timeline: January 2022-June 2023

Future Project Concepts where Funding Support is Needed:

- 1. Treatment Focus Area Priority #1: Mosier, Rowena, Sevenmile, Mill Creek (North Wasco County WUI)**
 - a. Activities: Fuels reduction risk mitigation beyond defensible space (acreage), Defensible space treatment around homes and structures, and infrastructure; Invasive Species treatment; Oak resprout treatment
 - i. May include thinning, mastication, hazard tree removal, pruning, piling, chipping, burning, and chemical application.
 - ii. Oregon Explorer - Much of this area has: High or Very High Overall Wildfire Risk; Rates at a High or Very High Burn Probability; Has a Moderate, High, or Very High Hazard Potential to Structures; Within the identified Communities at Risk Boundary, Moderate or High Ignition Risk Rating.
- 2. Treatment Focus Area Priority #2: Sportsman's Paradise, Rail Hollow, Friend (Central Wasco County WUI)**
 - a. Activities: Fuels reduction risk mitigation beyond defensible space (acreage), Defensible space treatment around homes and structures, and infrastructure; Invasive Species treatment; Oak resprout treatment
 - i. May include thinning, mastication, hazard tree removal, pruning, piling, chipping, burning, and chemical application.
 - ii. Oregon Explorer - Much of this area has: High or Very High Overall Wildfire Risk; Rates at a High or Very High Burn Probability; Has a Moderate, High, or Very High Hazard Potential to Structures; Within the identified Communities at Risk Boundary, Moderate or High Ignition Risk Rating.
- 3. Treatment Focus Area Priority #3: Sportsman's Park, Pine Hollow, Wamic (South Wasco County WUI)**
 - a. Activities: Fuels reduction risk mitigation beyond defensible space (acreage), Defensible space treatment, Invasive Species treatment; Oak resprout treatment
 - i. May include thinning, mastication, hazard tree removal pruning, piling, chipping, burning, and chemical application.
 - ii. Oregon Explorer - Much of this area has: High or Very High Overall Wildfire Risk; Rates at a High or Very High Burn Probability; Has a Moderate, High, or Very High Hazard Potential to Structures; Within the identified Communities at Risk Boundary, Moderate or High Ignition Risk Rating.
- 4. Treatment Focus Area #4: Maupin, Shaniko, Wasco, Antelope, Bakeoven (Greater Wasco County)**
 - a. Fuels reduction of rangeland brush, grasses, dead/dying trees and invasive species across parts of Wasco County that are under-protected.
 - b. Coordination with partner agencies such as BLM, Warm Springs Tribe, and Rangeland Associations.

-
- 5. Funding opportunities for fuels reduction and/or strategic fuel breaks on private, City, County, State and Industrial forestland.**
 - a. Conduct fuels mitigation treatment on overstocked or dead/dying forest stands that sit adjacent or near communities or infrastructure. This includes work to address and mitigate Bark Beetle outbreaks that kill Ponderosa Pine trees over time.
 - b. Planning for and use of cross boundary Rx burning opportunities.
 - c. Some of these ownerships are often limited in eligibility for funding, but have a significant need for treatment, often located adjacent to federal lands and next to WUI communities that can be affected by weather and terrain influences during wildfire events.
 - d. Conduct treatment on industrial forestland which is overstocked with non-merchantable Oak and Pine. Through treatment, mortality of adjacent stands will decrease over time.
 - 6. Funding for maintenance of fuels reduction projects that were treated through prior funding.**
 - a. Assist landowner with overcoming financial barriers to continue maintenance efforts of previously treated acres.
 - b. Identify qualifying projects that will become eligible for a follow up treatment.
 - c. Assist with maintenance treatment activities, including Rx burning.
 - d. Conduct ongoing maintenance or re-entry to treat sites that had fuels mitigation work done which have ongoing tree mortality over time
 - 7. Roadside vegetation management across Wasco County**
 - a. Activities: Mowing, pruning, thinning, chipping burning, and/or chemical treatment.
 - b. Goal is to improve ingress/egress for evacuations and first responder access as well as to provide locations to help firefighters catch a fire from continued spread.
 - c. Conduct mapping of ingress/egress road systems for use by emergency management response personnel and for outreach and communication to community members.
 - 8. Mobile Chipping Services (including Air Curtain Burners)**
 - a. Coordinated events that provide for chipping of material that landowners have piled on their property for fuels reduction.
 - b. Mobile or stationary air curtain burners that abate fuel loading from properties (either on site or at a centralized drop off location).
 - 9. Debris removal/Pick up Events**
 - a. Landowners stage material roadside for grant-funded trailer to pick up through scheduled/coordinated outreach events managed by the County.
 - 10. County Voucher Program**
 - a. Provide vouchers to landowners for vegetation debris drop off at transfer station through scheduled/coordinated outreach events managed by the County.
 - 11. Design/installation of water source cisterns in areas of limited water availability**
 - a. Establish a mapping system that identifies water source locations and access points for use by emergency responders.
-

12. Education/Outreach

- a. Training costs for staff to learn how to conduct property inspections or assessments.
- b. Funding for staff to conduct property inspections or assessments related to defensible space on properties in the WUI.
- c. Funding for staff to conduct outreach specific to identification and establishments of new Firewise Communities in Wasco County.
- d. Funding to conduct community outreach events (venue rental, snacks/food/beverages, travel for guest speakers – mileage or lodging, supplies – map production, flyers, stickers, banners, tablecloths, canopy tent, etc.)

13. Equipment – Acquisition of equipment to support fuels treatment projects.

- a. Examples include: Chipper with trailer, brush mower with trailer, power saws, pruning saws

14. Climate Change and New Technologies

- a. Funding to assist with identification of climate change impacts and/or use of new technologies to prepare for future impacts to the landscape or tools to improve how mitigation is accomplished.
- b. This may include bringing in specialists or vendors to share what new methods or systems can be incorporated at a local level. Or, a pilot program to test drive a project that takes climate change or use of new technologies into consideration.

15. Long Term Strategic Planning

- a. Funding to assist agencies with planning efforts for identification of fuels treatment projects across the county which will create shelf stock projects for submission on future grant applications.
- b. This may include funding activities such as a facilitator, guest speakers or subject matter experts.

Appendix F: Fire Agency Priorities and Needs

Wasco County Fire Agencies

Bakeoven-Shaniko RFPA

1. Current Projects

- a. Promote and assist with managed grazing to reduce fuels;
- b. Build fire breaks and access roads;
- c. Annually remove grasses with herbicide; and
- d. Reduce heavy fuels through juniper and sage thinning

2. Suggestions to reduce fire ignition on public lands within jurisdiction

- a. Managed grazing should occur on public lands within our boundaries to reduce fuels.

3. Training Needs

- a. We need to train the new solar farm personnel in our area how to avoid starting a fire and what to do when a fire does start on solar farm properties.

4. Personnel Needs

- a. While most landowners and employees are involved in the RFPA, more volunteer help is always needed.

5. Goals at becoming more effective

- a. Train solar farm partners to prevent fires and effectively assist when a fire is started.
- b. Increase initial attack capabilities through continued training and more equipment.

6. Composition of Department

- a. Approximately 30 volunteers
- b. Ten initial attack vehicles
- c. Several water tenders
- d. One bulldozer

7. Current activities to ensure local communities are adapted to wildfire

- a. Almost all landowners within the boundary are members. We have trainings every year, put on by BLM and State Forestry partners, and attended by most members and their employees.

8. Ways the community could adapt to more frequent fires

- a. We would like to see the local solar farms become partners with the RFPA and implement fire prevention measures.
- b. The Farm Service Agency (FSA) could do more to implement fuel reduction upon properties with the Conservation Reserve Program (CRP) or Conservation Reserve Enhancement Program (CREP) designations within the boundary.

9. Equipment Needs

- a. A bulldozer setup (including a lowbed and tractor).
- b. An additional bulldozer
- c. Water storage for multiple locations
- d. More brush rigs

10. Facility Needs

- a. We need a small heated facility to house a couple fire engines through the winter.

11. Major Hurdles

- a. Limited budget prevents us from procuring more and better equipment
- b. We have not yet been able to build partnerships with the local solar farms. This increases risk for all land owners.
- c. The RFPA boundary includes thousands of acres of CRP and CREP lands that will burn hot and fast. Reducing fuels on these lands does not fall within the authority of the RFPA. This increases risk for the RFPA and all landowners.

Dufur**1. Current Projects**

- a. Diminish heavy fuel loads on City property

2. Suggestions to reduce fire ignition on public lands within jurisdiction

- a. City of Dufur maintenance efforts
- b. Wasco County Road Department fuel clearing
- c. ODOT -- US Highway (HWY) 197
 - i. Fuel reduction along two miles of west side HWY 197, Mile Post 13-14

3. Training Needs

- a. Current
 - i. Trainers to accommodate a full volunteer department
 - ii. Mutual time to train volunteers
 - iii. Currently four days a month, on Wednesdays

4. Personnel Needs

- a. More staffing at all levels

5. Goals at becoming more effective

- a. Gather more personnel to make a better fire fighting force
- b. Update outdated equipment
- c. Update radio communications county wide

6. Composition of Department

- a. 22 volunteers
 - i. Ten fire personnel
 - ii. 12 ambulance professionals
- b. Two Type 6 wildland engines, frequently used
- c. Three structure engines
- d. One ladder truck
- e. One tactical water tender, frequently used

7. Current activities to ensure local communities are adapted to wildfire

- a. Burn permits, during fire season only
- b. Burn bans, during fire season only

8. Ways the community could adapt to more frequent fires

- a. Community involvement in informational fire meetings, in both wildland and structural fires

9. Equipment Needs

- a. Two updated Type 6 wildland engines
- b. Updated wildland Personal Protective Equipment (PPE)
- c. Additional plumbing on the water tenders
 - i. Fire nozzles
 - ii. Electrically controlled fog nozzle on a front bumper
- d. Acquire one Type 3 wildland engine (multiple uses)

10. Facility Needs

- a. Commercial Washer and Dryer for contaminated clothing
- b. Hose drying capabilities

11. Major Hurdles

- a. More Grants
- b. Larger Budget
- c. More Volunteers
- d. More Outside Training for volunteers

Juniper Flat Rural Fire Protection District**1. Suggestions to reduce fire ignition on public lands within jurisdiction**

- a. Needs defensible space
- b. Needs road access, fire breaks

2. Goals at becoming more effective

- a. Enhance drone program with more capable & higher-tech networking drones. Utilize networked drones to provide real time situational awareness to firefighters on the ground during a response to enhance responder safety and improve response efforts
- b. Provide certified training for all members in;
 - i. Rescue
 - ii. Structure Fire
 - iii. Wildland Fire
- c. Working towards and encouraging Wasco co. to develop incentive programs for land owner to create defensible space on their entire property.
- d. Our goals are to learn and build from the lessons learnt during our incidents and other agencies incidents. Juniper Flat Fire Dept Responders debriefs and critiques every incident until the firefighters are satisfied with the after-action reviews to correct any problems, to improve on tactics and procedures that will provide the best life and safety service for the people we serve. 2020- White River fire, 2021- 503 fire, 2022- Dodge/Miller Rd fire provided a lot of lessons.

3. Resiliency projects underway

- a. We are in the planning and applying for funding stage to created Fire Breaks which include Green Striping along north and south roads, FSA CRP fields and private property, removal of burned trees after 2022 Miller Rd fire, creating defensible space such as limbing and removing trees, reducing grass and fire hazards along roads to create fire breaks.
- b. Needs road access, fire breaks

4. Current Fire Adapted Community Projects

- a. Education and Outreach, Website and Social media, Collaborating with partners on events like Wildfire in Wasco community meetings and fire prevention flyers.

5. Personnel Needs**Immediate Need:**

- a. Fund Wildland Firefighting Air Resource in the 1st 30 minutes of the incident
- b. Drivers Training for Heavy on & off-road trucks 60,000 lbs plus, especially water Tenders, Basic Wildland Fire Training for new Firefighters, NWCG s215 Fire operation in urban interface, NWCG Single Resource Boss training, NWCG Air operations training
- c. Funding Stipend pay for attending training and responding, due to the ERA and cost of just volunteering
- d. Funding for volunteer Incentives and awards
- e. Basic Wildland Fire Training for new Firefighters
- f. NWCG s215 Fire operation in urban interface
- g. NWCG Single Resource Boss training
- h. NWCG Air operations training

6. Equipment Needs**Immediate Need:**

- a. Three Initial Attack (IA) Tenders: Since the 2020 White River fire, 2021- 503 fire, 2022- Dodge/Miller Rd fire new tactics have been established to stop these fast-moving fires. This requires 3 – 3500 gallon Initial Attack Tenders laying wide and long wet-line fire breaks (possibly with fire retardant) in advance of the fire so the IA Wildland fire direct attack apparatus can control and contain the fire.
- b. Upgrade old outdated fire Apparatus
- c. Live drone data in our apparatus
- d. 50,000 Gals. water Storage in middle of Fire district at JF RFPD Station 1 with pumps. During the 2020- White River fire, 2021- 503 fire, 2022- Dodge/Miller Rd fire, The community of Pine Grove Water System was not usable for firefighting efforts requiring water supplying Tenders to drive a time consuming 30 +/- miles for water.
- e. PPE both Structure and Wildland fire. In the 46-year History of JF RFPD our firefighters have had to used outdated, not fitted, used hand me down turnout gear due to the budget.

Overall Need:

- a. 3x 3500 gal initial attack tenders, preferably 6 wheel drive, pump and roll min. 600+ GPM with Front monitor; fill rate 1000 gpm, min 500 gpm; 200+ gpm combo nozzles on all sizes; controlled and adjustable in cab; rear nozzles pointing straight down, controlled from cab; dual radios; IR camera on front
- b. Newer all-wheel-drive apparatus
- c. Additional 3,000 gallon tactical tenders to replace aging equipment that are off-road capable
- d. Additional Type 3 interface wildland fire engines (1500 gal +/-), must b 4 wheel drive and off-road ready for maximum effectiveness, with additional modifications as needed for structural fire attack
- e. One structure fire pumper tender
- f. One quick attack rescue (400 gal)
- g. Additional quick attack rescue vehicle with rescue equipment (extrication/rope rescue/EMS equipment)

- h. 50,000 gallon tank coupled with highly portable water pump equipment (min. 2x 500 gpm portable pumps) located at JFRFPD Station #1 to support initial attack and reduce stress on local community water system as well as increase resilience during PSPS events and power losses during incidents
- i. 2x 500 gpm portable pumps on trailers
- j. Skidder with fire fighting capabilities
- k. UTV's fire support in rough terrain

7. Facility Needs

- a. Fully equip three existing stations for service
- b. Expand existing facilities at Station #1 to accommodate additional apparatus, provide for training space, living quarters, pump service station, and continued equipment maintenance

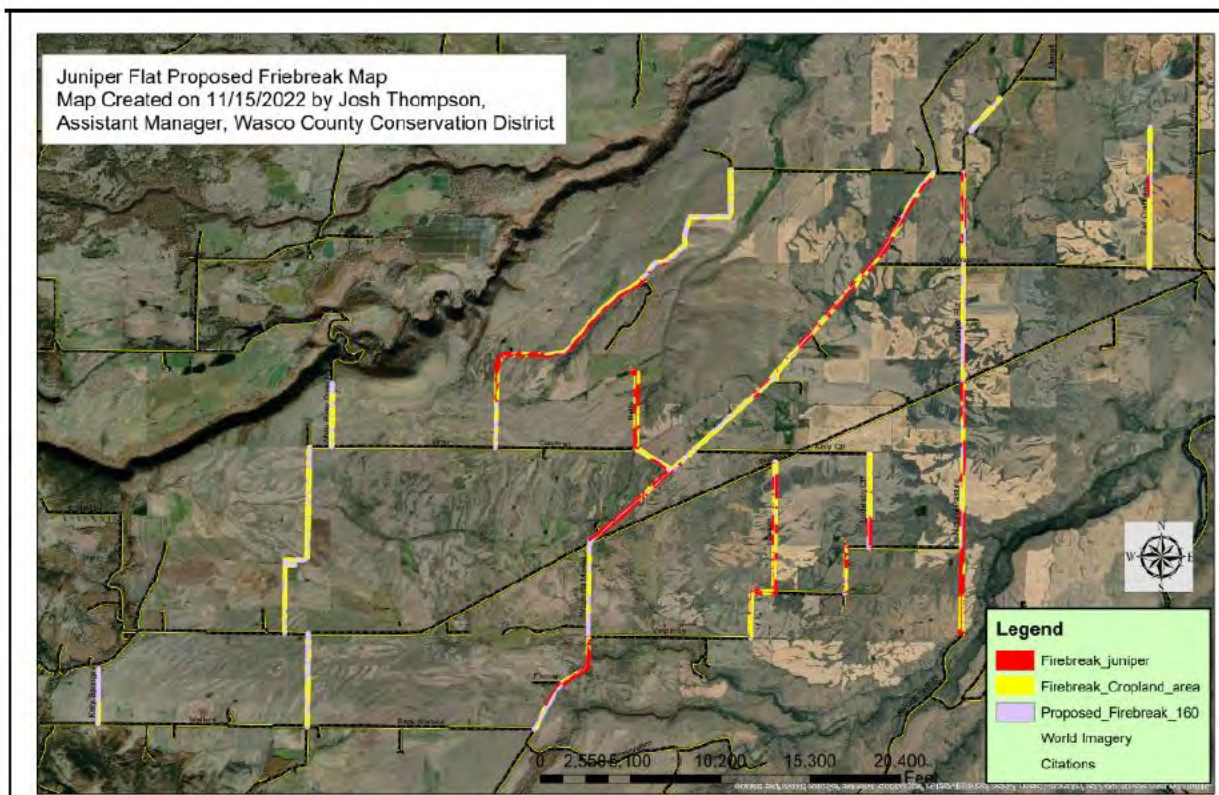
8. Needs from Other Resources

(If incident is on USDA, FSA, NRCS lands, FSA fund the air resources)

- a. Immediate large air tanker support - retardant
- b. Immediate single engine air tanker support
- c. Immediate helicopter support
- d. Hand crew and dozers (ODF)
- e. Structure task force capable for off road wildland fire fighting (OSFM)
- f. Helicopter support for areas not accessible with fire apparatus (BLM)
- g. Mop up on large scale or extended incidents (local mutual aid)

9. Major Hurdles

- a. One set of fire regulations between federal, state, county, and local agencies (especially regarding county-wide burn bans)
- b. Location of some of the more rural fire starts results in delayed mutual aid and decreases effectiveness of initial attack, particularly in warm and windy red flag conditions - increasing speed of initial attack and utilization of air resources as well as enhancing partner response is key.
- c. Large amount of dead and dying vegetation from previous fires.
- d. There is no road access or fire breaks upwind of the community which most of the land is owned by Oregon Dept of Fish and Wildlife. The entire fire district is in a very high wildland fire risk area as proven by the 11000 acre 2022 Dodge/Miller Rd fire which burn through the fire district in a afternoon. Due to Government farm programs summer follow fire break are gone. In both of these high fire risk areas describe above Fire Breaks and Fire Road Access must be reinstated and will require funding from at state and federal level.
- e. a successful and safe mission always attract recruits where unsuccessful events do not, everybody wants to be involved on a winning team but not in a losing battle.
- f. To implement a mechanism to fund and receive Wildland Firefighting Air Resource in the 1st 30 minutes of the incident



Maupin

1. Current Projects

- Training for department to watch for hazards and report issues to the City or residents to resolve
- Encouraging better landscape and building materials to lessen fire hazards
- Funding community help for elderly or those that may not be able to cut vegetation or mitigate hazards

2. Suggestions to reduce fire ignition on public lands within jurisdiction

- Work with BLM and State for wildfire fuel mitigation and clean up

3. Training Needs

- Current
 - Train all personnel to the Fire Fighter 1 (FF1) status
 - Partner with Oregon Department of Public Safety Standards and Training (DPSST) for training
 - Maintain records

4. Personnel Needs

- Need at least ten more volunteers. Aging population has decreased our volunteer staff significantly. We now have around 10 newer volunteers but will need at least 10 more to staff all apparatus if needed. We are starting ongoing recruiting campaigns.

5. Goals at becoming more effective

- a. Immediately begin new training program with experienced trainer
- b. Update and maintain all training and records
- c. Regularly perform full inspection of all apparatus and schedule maintenance

6. Makeup of Department

- a. 9 active limited-experience volunteers
- b. 0 full time staff.
- c. Two EMT, share nod with South Wasco Ambulance
- d. One Type 1 structure engine: 1989 Spartan Monarch Pumper. Functional and passed recent pump tests. Should be able to maintain this vehicle for another few years. Shaniko owned the “sister engine” from Portland and that had the transmission go recently causing a full loss of the vehicle.
- e. Two Type 2 engines: 1980 Welch Pumper. This vehicle has had a lot of problems operating basic pump functions.
- f. One command Ford Pickup: 1994 Ford F250. In good working order but is limited on fire operations. The pump and tank system needs replaced and we have no covered storage so in the winter it is limited to only a vehicle to transport or survey, not fight fires.
- g. One Tender: 1954 GMC Military 6x6 This starts occasionally but needs to be out of service or have significant money invested.
- h. One Type 6: 1977 Dodge Seagrave: Another vehicle that needs to be upgraded or out of service. We had two major tire blowouts this year that almost resulted in accidents.

7. Ways the community could adapt to more frequent wildfires

- a. Firewise certification
- b. Businesses inspected for fire detection and suppression systems.
- c. Currently implementing the “Stop the Spread” Challenge, in cooperation with the Oregon State Fire Marshal’s Office, to reduce fire fuels on residential properties. Residents are incentivized to landscape with fire-resistant plants, creating defensible space, and remove dead trees/shrubs/overgrown vegetation.

8. Equipment Needs

- a. New apparatus to replace aging equipment
- b. New PPE including certified boots for all firefighters
- c. Better masks for smoke protection

9. Facility Needs

- a. Expand Fire District into City Public Works building to expand training area
 - i. Waiting for public works to obtain new building

10. Major Hurdles

- a. More personnel and volunteers are needed/more funding for people: we need a way to incentivize volunteers or move to paid staff. Pay for certification, stipend per call would be first steps. Volunteers are down across the country and we are suffering. Even though we have 9 active FFs, they leave seasonally, which leaves our town down to 2 or 3 here at times. Not enough to fight a structure fire.

- b. Regular DPSST and local training : No easy answer here but incentives would help. We get people leaving in the off season to go make a buck so they can live. If we could pay them something to stick around it would be the difference is response or not.
- c. Grant money for new equipment and to recertify existing: Need a single source location online to help support getting used equip to volunteer depts. Depts could sign up both ways to give or receive. Could be for manpower, grant writing resources, physical equipment like SCBAs, and hoses or any other help.

11. High Wildfire Risk/High Value Life and Property Loss Concerns and Strategies

- a. Area surrounding Maupin is 400-800' higher than the City providing an easy path for fire to travel.
- b. Railroad has historically caused many of the low fuel fires along the railway.
- c. Season camping and rafting along the river increase risks.
- d. Prevailing winds come from the WEST. Afternoon winds can shift and come from the NORTH after 3pm.
- e. We are implementing annual ride outs for hazard assessments.
- f. Working with community to proactively eliminate hazards such as long grass and debris.
- g. Developing a way to fund assistance for those that may not be able to mitigate hazards.
- h. Updating the City's Emergency Operations Plan to include current interagency agreements, MOUs, evacuation routes, a list of mass care sites, animal evacuation plans and annual education events for citizens, beginning May 2024.

12. 5 Year Goals

- a. To be able to fully respond to any structure fire within the City of Maupin.
- b. Expand our current fire station to fully house all vehicles.
- c. Get all firefighters to level I and work on certification for senior.

13. Resources and actions required to enhance fire prevention in the district

- a. Enact a community wide clean up to reduce debris and fuels around properties.
- b. Newer apparatus that is up to date and functional. We need smaller attack vehicles for fast response and command presence.
- c. Type 3 engine and a water Tender

Mid-Columbia Fire and Rescue District

1. Current Projects

- a. Defensible Space Program with Northwest Youth Corps
- b. Oregon State Fire Marshal (OSFM) Community Wildfire Risk Reduction Grant
- c. USDA/USFS Community Wildfire Defense Grant
- d. ODOT Roadside Fire Mitigation

2. Suggestions to reduce fire ignition on public lands within jurisdiction

- a. ODF Lands – Collaboration with roadside fire mitigation and fuels reduction.
- b. USFS/Scenic Area – Encourage increased funding to adequately staff prevention positions.
- c. ODOT- Roadside maintenance and fuels reduction within the right of way areas and medians.

3. Training Needs

- a. ASIP Training via OSFM
- b. Community Risk Reduction
- c. NWCG S 230-231 Engine Boss/Crew Boss Course
- d. NWCG S-270 Basic Air Operations (To work with aircraft locally effectively and safely)
- e. NWCG Wildland Urban Interface Operations S215
- f. NWCG S 212 Wildland Saws
- g. Community Risk Reduction education

4. Personnel Needs

- a. Additional firefighting staffing of 12 personnel per shift within the next five years
- b. Continue to fund and maintain the Wildland Fire Program with seasonal staff

5. Goals at becoming more effective

- a. Goal 1: Add one additional Engine Company on or before August 2025.
- b. Goal 2: Add a second seasonal Wildland Engine crew before August 2025
- c. Goal 3: Complete plans to add a third fire station to support additional personnel from Goals 1 and 2 on or before July 2025.
- d. Goal 4: Increased Wildland and Technical Rescue training

6. Personnel Composition of Department

- a. Current makeup of Fire District: Five Chief officers, 21 line staff, one Office Manager and 18 volunteer members.
- b. Career Staff: Five Chief officers; One Office Manager; Three Captains; Three Lieutenants; 18 firefighters
- c. Volunteers: Three
- d. Apprentice Firefighters: Six
- e. Support Personnel: Eight
- f. Apparatus: Eight engines, two water tenders, one ladder truck, five ambulances, five command vehicles, and one support unit

7. Current activities to ensure local communities are adapted to wildfire

- a. Supporting Oregon Department of Forestry (ODF)
- b. Staffing seasonal wildland fire crew (Crew 24) and performing work in moderate to high-risk areas.
- c. Public education

8. We currently have the following programs in place to assist communities adapt to wildfire:

- a. Public education
- b. Fire prevention
- c. Code enforcement

9. Ways the community could adapt to more frequent wildfires

The District would recommend that the following safety standards be implemented to promote wildfire adapted communities:

- a. Adoption of the WUI standard within Wasco County
- b. Adoption of a Firewise Program and assist as needed with project work in those areas.

- c. Establish enhanced cooperation/communication between regulating agencies to more effectively and consistently implement codes and standards.
- d. Coordination and partnership with State, County and City road departments to complete roadside vegetation trimming and removal to mitigate wildfire risk.

10. Equipment Needs

- a. Wood chipping equipment for mitigation and fuels reduction work in the County.
- b. Upgraded radio communications equipment and IT system upgrades
- c. Wildland firefighter crew transport vehicle(s)
- d. Unmanned Aerial System for reconnaissance, situation awareness, crew safety and operational effectiveness.

11. Facility Needs

- a. Development of water supply systems strategically located within Wasco County
- b. Upgrade to a more robust interoperable County wide communications system that will enhance response efforts within the region.
- c. The addition of a third fire station for MCFR of a third fire station for MCFR, strategically located for the most effective fire response.

12. Major Hurdles

- a. Lack of adequate and consistent funding
- b. Competition for available funding
- c. Recruitment and retention obstacles
- d. Conflicting regulations between partnering agencies
- e. Public and government apathy towards Fire Service protection capabilities

Mosier

1. Current Projects

- a. Partnering with homeowner's associations (HOA) and property owners when issuing burn permits to educate about defensible space tactics and techniques.
- b. Share Firewise information and other local resource information from OSFM and ODF.

2. Suggestions to reduce fire ignition on public lands within jurisdiction

- a. Working with and assisting ODF, BLM, USFS, in the form of mutual aid agreements and other assistance, as needed.

3. Training Needs

- a. Stay with current training courses.
- b. Add more training opportunities for high hazard areas such as train derailments, active shooter situations, and water emergencies.
- c. Advanced training opportunities for the professional growth of existing firefighters.
- d. Host or Assist in hosting an S-215 course every odd calendar year

4. Personnel Needs

- a. Add daytime staffing to handle calls.
- b. Add more paid personnel in the future.

5. Goals at becoming more effective

- a. Additional personnel, updated equipment, and technology upgrades.
- b. Additional funding sources/grants
- c. Plan to achieve these goals within three years
- d.

6. Composition of Department

- a. One Full Time Equivalent (FTE) Fire Chief
- b. 15 Volunteers (4 EMS certified only, 11 fire certified (structural, wildland, or both))
- c. Two Type 1 engines
- d. One Type 3 engine
- e. One Type 4 engine
- f. Two Type 6 engines
- g. One Type 7 engine
- h. Two Type 2 tenders
- i. One command vehicle

7. Current activities to ensure local communities are adapted to wildfire

- a. Site visits
- b. Hosting Town Hall meetings with OSFM, ODF, MCFR and other partners to educate residents
- c. Speaking at HOA meetings to educate specific groups of neighbors about wildfire mitigation
- d. Partner with ODF to promote the Firewise program

8. Ways the community could adapt to more frequent wildfires

- a. Adopt the latest international WUI Code
- b. Add sections to Fire Self-Certification. This ensures that structures meet safety standards and obtain fire district approval to ensure before the Building Codes Department issues a certificate of occupancy.
- c. Addition Building Code for new construction, mandating a minimum of 500 gallons of water be readily available for fire use in the event of a wildfire on the property.

9. Equipment Needs

- a. Staged water supply points throughout the district to lessen resupply time during an event.
- b. Updated apparatus
- c. Modernization of equipment (inside apparatus Mobile Data Terminals – MDTs) and ultra high-pressure pumps
- d. Upgraded interagency communications (i.e., give all agencies a say in county communication decisions)

10. Facility Needs

- a. Will need remodeling of two of three stations within next five years. Apparatus is getting bigger and outgrowing current stations.
- b. Conduct a Standards of Coverage Study for potential adjustments to operations and facilities to plan as Mosier grows.

11. Major Hurdles

- a. Obtain grants for more PPE and vehicle needs, and daytime volunteer staffing

Shaniko

Note: The major change with Shaniko since 2022 is that the Fire Department is now coupled, by agreement, with the Antelope Volunteer Fire Department. Shaniko still has automatic and mutual aid agreements with adjacent agencies, in addition to the county agreement and five county agreement.

1. Current Projects

- a. Creating and maintaining a perimeter city fire break
- b. Comprehensive plan for homeowners to reduce fuel loads and create access on properties
- c. Upgrade municipal water supply
- d. Developing recommendations and plans for:
 - i. Fire prevention
 - ii. Backyard burning rules
 - iii. Emergency service network for announcements on local emergency conditions
- e. Start a fire safety inspection program

2. Suggestions to reduce fire ignition on public lands within jurisdiction

- a. Very little public land is present, though some is leased for ranching. Mutual aid is available from Antelope/Ashwood RFP and Bakeoven RFP.

3. Training Needs

- a. Current certified trainer is meeting needs of the department.

4. Personnel Needs

- a. Continue to recruit younger volunteers
- b. Recruitment will be a continuous challenge

5. Goals at becoming more effective

- a. Educate residents to reduce fuel loads and create property accessibility for firefighters.
- b. Recruit and train additional volunteer firefighters
- c. Apply for additional equipment for wildland firefighting
- d. Apply for additional operating funds
- e. Continue to develop mutual aid agreements with neighboring agencies
- f. Update equipment
- g. New fire hall to increase equipment storage
- h. Upgrade municipal water supply

6. Composition of Department

- a. Seven volunteers with two additional seasonal volunteers. The department has no paid employees.
 - b. Two operational engines. One is a 1995 Type 1 apparatus. The other is a 1980 Type 5 truck. Due to its age, the 1980 vehicle struggles in the field.
 - c. The 1995 Type 1 apparatus only carries 500 gallons of water.
- Most calls are medical-related or traffic accidents.

7. Ways the community could adapt to more frequent wildfires

- a. Large road signs with wildfire/wind conditions
- b. Additional ODOT cameras & signage (surveillance next 60 miles)
- c. Educational bulletins and social media posts for residents
- d. Mitigate fuel risks on properties with absentee owners

8. Equipment Needs

- a. Replace a Type 5 truck
- b. Add:
 - i. Type 6 truck
 - ii. 3,000 gallon water tender truck
 - iii. Command vehicle
 - iv. Hand tools
 - v. Hose nozzles

Updated Personal Protective Equipment (PPE). These include turnouts, Self-Contained Breathing Apparatus (SCBA), and wildland fire gear.

9. Facility Needs

- a. More space is needed to house vehicles inside. Current indoor capacity is two vehicles; indoor space for six vehicles is needed.
- b. Upgraded lighting is needed inside and outside.
- c. Need air system for maintenance.
- d. Need vehicle jacks.
- e. Need additional hand tools

10. Major Hurdles

- a. Funding is currently unavailable for a new fire hall
- b. Most improvement and maintenance costs are funded by the volunteer fire fighters with some funding provided by the City's general fund

Tygh Valley Rural Fire Protection District**1. Current Projects**

- a. Roadside ditch maintenance to reduce fuels
- b. Community fire breaks and cleanup of private properties at vulnerable entry points into community

2. Suggestions to reduce fire ignition on public lands within jurisdiction

- a. TVRFD is currently working on a joint grant with Oregon Department of Forestry (ODF) and the Oregon State Fire Marshal's office (OSFM) to fund wildfire mitigation projects. n Implement fuel removal and maintenance to all areas approaching community, especially from the west and south

3. Training Needs

- a. The District needs volunteers to attend regular training

4. Personnel Needs

- a. TVFD currently has 14 volunteers and would like to recruit many more

5. Goals at becoming more effective

- a. Recruit and train more volunteers
- b. Have a bigger station with six bays for tools and apparatus
- c. Upgrade trucks to reduce long-term maintenance
- d. Sustainable funding to maintain operations and equipment

6. Composition of Department

- a. 14 volunteers for fire and rescue
- b. Four support volunteers plus the board
- c. One Type 1 structure engine
- d. One Type 4 wildland brush truck, most used
- e. Two Type 3 wildland brush truck, most used Two Type 6 wildland brush truck, most used
- f. One 4,000 gallon water tender

7. Current activities to ensure local communities are adapted to wildfire

- a. Continued education through social media and community outreach.
- b. Share informational wildfire materials from ODF and OSFM with the community.

8. Ways the community could adapt to more frequent wildfires

- a. More concerted effort on the part of Wasco County and Oregon Department of Transportation to remove roadside fuels and maintain ditches and right of ways
- b. Continued individual property owners meetings to help improve condition of property
- c. Work with farmers to create natural fire breaks using fields and farming areas
- d. Stronger enforcement and education about burn rules on private property

9. Equipment Needs

- a. Trade in a Type 3 and Type 6 apparatus for a newer model.
- b. Trade in a 4,000 gallon water tender for one with baffles and an automatic transmission.

10. Facility Needs

- a. New six-bay fire station with 12 to 14 foot doors.

11. Major Hurdles

- a. Revenue
- b. Volunteers
- c. Community involvement

Wamic Rural Fire Protection District

1. Current Projects

- a. Currently implementing a three-year OSFM grant to fund a fire prevention specialist and full-time firefighter position.
- b. Recently applied for a USFS grant to build a defensible space program. If awarded, this grant would help build defensible spaces within the District within the next five years. The grant would fund two full-time, seasonal employees to complete the wildfire mitigation projects.

2. Suggestions to reduce fire ignition on public lands within jurisdiction

Yes, public lands are within the jurisdiction of WRFPD. The district maintains strong working relationships with public land partners at Oregon Department of Forestry (ODF), Oregon Department of Fish and Wildlife (ODFW), and United States Forest Service (USFS) to identify strategies to reduce wildfire risk.

3. Training Needs

Wamic RFPD works with the Oregon State Fire Marshal's office (OSFM) and Department of Public Safety Standards and Training (DPSST) to help maintain the current training requirements for Wildland Firefighter and Structural Firefighter certifications. The District is in need of a full-time, paid training officer to track and maintain all DPSST, National Fire Protection Association (NFPA), and Insurance Services Office (ISO) ratings.

4. Personnel Needs

Wamic RFPD is in need of and is currently recruiting for at least five trained volunteers to be able to maintain its ISO rating. The five-year plan for the district is to get a tax measure passed with voters to be able to hire full-time, paid personnel. This will allow the stations to have 24/7 coverage.

5. Goals at becoming more effective

- a. Sustainable funding for more full-time, paid personnel and station upgrades
- b. Recruit at least five volunteers (trained and certified volunteers are preferred)
- c. Maintain training certifications for all paid and volunteer personnel
- d. Continue to build community awareness and community partnerships with property owners to mitigate wildfire risk on individual properties; and
- e. Obtain more and newer equipment

6. Composition of Department

- a. A paid fire chief and firefighter position, funded through and OSFM grant;
- b. 19 volunteers, including seven EMTs;
- c. Two Type 1 structure engines;
- d. Two water tenders;
- e. Two Type 6 brush trucks;
- f. Two Type 3 wildland urban interface engines;
- g. One Type 4 brush truck; and
- h. Two ambulances

The Department uses the two ambulances most frequently on a day-to-day basis. When a fire is underway, WRFPD uses brush trucks, Type 3 trucks, and water tenders the most.

7. Ways the community could adapt to more frequent wildfires

Community awareness is the most important component for the Wamic area. We need to continue serious outreach to make sure property owners understand that they live in a wild land urban interface area and also know how they can decrease their exposure to risk. The district participates in an annual spring meeting with federal, state, and county fire agencies to emphasize the importance of defensible space around homes and businesses within our district. The district currently offers to all homeowners and business owners within the district to do a walk around properties to identify wildfire mitigation needs on individual sites. The grant-funded fire prevention specialist will strengthen these efforts.

8. Equipment Needs

- a. Type 6 brush trucks
- b. Type 3 brush trucks

9. Facility Needs

Wamic RFPD has outgrown its two fire stations due to the fact that equipment can no longer fit inside. The agency is looking at temporary structures for the current need, but eventually has a five-year plan to make additions to both stations in order to house all equipment.

10. Major Hurdles

The biggest hurdles WRFPD has to overcome is personnel and equipment. Due to the change of demographic that live around the district, we fight trying to get volunteers to dedicate their time for fire and or for EMS! We need more people and we need newer and more reliable equipment as the equipment that we have has all been either donated by the State of Oregon or other fire departments. This old equipment is getting cost prohibitive to maintain and meet the standards set by NFPA.

Confederated Tribes of Warm Springs Fire & Safety

No response received.

State and Federal Agency Partners**Bureau of Land Management****1. Current Projects**

- a. No current fuel treatment projects scheduled.
- b. Continue the general campfire closure order annually from June 1 – October 15.
- c. BLM will continue to manage special areas in its jurisdiction, including the National Wild and Scenic River corridors along the Deschutes and White Rivers, in addition to the Lower White River Wilderness.

Oregon Department of Forestry**1. Current Projects**

- a. ODF is actively involved in a local interagency Fire Prevention Cooperative. This group meets regularly to discuss and plan activities and outreach strategies to help get messages out regarding fire prevention, safety, defensible space, fire restrictions, etc. This entails activities such as:

- i. Team Teaching events through coordination with local school districts
 - ii. Involvement with local safety events, County fairs, hunter info booths, etc.
 - iii. Messaging to the public through newsprint, radio, movie theater ads, etc.
- b. ODF participates on the Wasco Forest Collaborative as the Wasco County fire representative. This allows collaborative engagement for federally managed projects on the Mt. Hood National Forest as well as all lands within Wasco County.
- c. Participation on local Committees and planning/outreach events such as:
 - i. Natural Hazard Mitigation Plan (NHMP)
 - ii. CWPP
 - iii. CPAW
- d. Regular meetings and coordination efforts with local federal, state, county agencies as well as Rural Fire Districts to:
 - i. Build and strengthen relationships to share information between partners
 - ii. Coordinate planning around shared resources
 - iii. Evaluate improved communications (repeaters, channels, equipment, dispatch, etc.)
 - iv. Identify lessons learned for continuous improvement
 - v. Host public meetings and outreach events
- e. ODF is responsible for implementing and enforcing fire prevention laws on lands protected by ODF. This includes restrictions and shut down requirements tied to:
 - i. Fire Season Declaration & Termination of Regulated Use Closure (public use restrictions)
 - ii. Burn bans (coordinated with county and fire districts)
 - iii. Industrial Fire restriction & enforcement for fire prevention on logging operations
 - iv. Working with railroad companies to maintain fuel hazards along rail lines

2. Suggestions to reduce fire ignition on public lands within jurisdiction

- a. Continue to work collaboratively with interagency partners to identify priority project footprints and activities for treatment near communities.
- b. Work with partners to strengthen messaging and outreach to the public regarding human caused fire starts and ways to mitigate these sources of wildfires.
- c. Work to secure needed funding to assist with pre-project planning and to accomplish surveys that are required to be completed before treatment can occur (i.e. NEPA, Archaeological Surveys).

3. Goals to become more effective

- a. Support and provide technical assistance for the rollout of development standards in the WUI.
- b. Continue to promote more landowner awareness of defensible space (including long-term maintenance).
- c. Promote voluntary fuels treatment on private lands.
- d. Provide public education/understanding of fire risks/threats.
- e. Provide landowners with tools and/or incentives to participate in practices or treatment that protect their properties and homes or infrastructure from the effects of catastrophic wildfires.
- f. Encourage federal land management practices that reduce fire severity.
- g. Be involved in discussions about how to best administer fire suppression on private contiguous properties planted with dryland wheat.

4. Current activities to ensure local communities are adapted to wildfire

- a. ODF actively applies for, manages and supports financial assistance programs that result in hazardous fuel reduction, improved forest health, Oak restoration, defensible space and landowner education.

We are currently involved with the following activities in this regard:

- i. Administration of a National Fire Plan fuels reduction grant on private lands across Wasco County.
- ii. Administration of a Landscape Scale Restoration grant for Oak habitat restoration and fuels reduction on private lands in Central Wasco County.
- iii. Administration of fuels reduction and Oak habitat restoration on ODFW land and within The Dalles Watershed (city of The Dalles & Dept. of State Lands) as part of two Wasco County All-Lands Joint Chiefs projects.
- iv. Administration of Good Neighbor Authority funds, where ODF assists with layout, brushing, thinning, mastication and Rx fire line prep work on USFS lands.
- v. Technical support to Natural Resources Conservation Service (NRCS) for fuels reduction work on private lands through their Environmental Quality Incentives Program (EQIP) program.
- vi. Technical support to FSA for post fire restoration through their Emergency Forest Restoration Program (EFRP) on the South Valley Road, Mosier Creek and White River Fires.
- vii. Administration of fuels reduction work on USFS National Scenic Area lands with ODF Fire crews in the Gorge.

5. Major Hurdles

- a. Capacity limitations across agencies continue to hamper the ability to get projects identified and ready for treatment through various grant funding sources.
- b. Funding limitations and constraints impact how much treatment can be accomplished, as compared to the need across Wasco County.

US Forest Service – Barlow and Hood River Ranger Districts

1. Current Projects

Current fuel reduction activities are underway in the Wamic, Tygh Valley, and Pine Hollow areas. The Mt Hood National Forest is currently implementing vegetation and fuels management activities associated with the Rocky Mountain Restoration Initiative. Primary objectives for this project were to thin dense stands, reduce surface fuels and put prescribed fire back onto the landscape.

The Forest was awarded a multi-year, multimillion dollar grant in 2020. We were awarded this funding for our Central Wasco County All Lands Project. This is a cross boundary effort to reduce fire risks on public and private lands. Our focus is tied to the Rock Creek area, and the communities mentioned above. We continue to receive additional fuels dollars to implement fuels reduction activities on the Barlow RD. It is recognized at the Regional and National level (of the US Forest Service) that there is a need on the Mt Hood NF to conduct these activities. If you would like to know more about the Joint Chief's project and its purpose, let me know.

2. Goals to become more effective

Future projects on the East Zone will continue to have an emphasis on thinning stands, reducing fuels and getting prescribed fire back onto the land. One of the primary aspects of these projects is looking at how departed the area is from the natural condition. We are looking at areas that have missed one or more fire intervals, as a result of management actions, in most cases, that is due to wildfire suppression. We look at the

fire regime and the fire regime condition class. The more departed an area is from its natural fire regime, the greater chances of a large, more severe wildfire impacting that area.

US Forest Service – Columbia River Gorge National Scenic Area (NSA)

Resiliency Work update and priorities

- While Wasco County is one of our highest priority areas for fuels treatment and habitat resiliency work we don't have current NEPA authorizations that allows us to continue work in Wasco County outside of invasive species treatment work.
- The agency is endeavoring to get a new Categorical Exclusion finished in 2024 that would allow the agency to accomplish resiliency work on all USFS NSA lands in Wasco County. This would include thinning, oak release, seeding and prescribed burning.
- The agency was able complete over 700 acres of treatment over the past three years with a variety of funding sources including Senate Bill 762 funding.
- We anticipate continuing resiliency work with partners as part of the Oregon Watershed Enhancement Board grant once we have the new "Eastside CE" in place.

Education and Outreach

- We continue to actively participate in the Fire Prevention Co-op
- TEAM teaching with partners in Wasco County continues
- We also actively participate in County Fairs and community engagement events
- And we actively help partners with training and selection panels.

Best Management Practices (BMP)

- We still don't do any active BMP monitoring for partners.

Appendix G: Mt. Hood National Forest Priority Areas for Fuels Reduction/Forest Health

In 2023, the Forest Service designated the Mt Hood Forest Health and Fire Resilient Communities as one of 21 nationwide priority landscapes under their 10-year Wildfire Crisis Strategy. The Forest Service's goal in launching the Wildfire Crisis Strategy was to safeguard communities and the resources they depend on by increasing fuels treatments over time, promoting community readiness, and supporting post-fire recovery and restoration. This landscape in northwest Oregon comprises Federal, State, Tribal, and private lands on and around the Mt. Hood National Forest (585,348 acres—54% of the project area—are on national forest land). The Forest Service will coordinate all work on National Forest System lands with work on adjacent lands in other ownerships. Expected outcomes include fuels reduction in WUI areas, reduced ignition source risks, maintaining and improving critical evacuation routes, and protecting source water areas that provide drinking water to one-third of Oregonians. Communities at risk:

Communities at Risk in Wasco County (categorized by the closest federal agency) that have been listed in the Federal Register, [wildfirerisk.org](https://www.wildfirerisk.org), or in the 2020 Oregon communities at risk report are:

- Near BLM lands: Antelope, Bear Springs, Big Muddy Ranch, Maupin, Oak Springs, Warm Springs Reservation, Kah-Nee-Tah
- Near the National Scenic Area: Lower Columbia Gorge, Rowena, Chenoweth, Cherry Heights, Dry Creek, Mosier/7 Mile Hill, Mill Creek Municipal Watershed, The Dalles
- Near Barlow Ranger District: Dufur, Pine Grove, Taylorville/Sportsman Paradise, Tygh Valley, Wamic/Pine Hollow/Sportsman's Park, Wapinitia

The Dalles, Tygh Valley, and Wamic/Pine Hollow/Sportsman's Park depend on critical source water infrastructure on National Forest lands; in these cases the Forest Service maps critical source water areas as part of the at-risk community.

In addition to the locations identified above, the Forest Service considers the following areas as at-risk communities due to their high wildfire risk:

- Camp Baldwin Boy Scout's property, which is within the Mt Hood National Forest
- The unincorporated community of Friend

Several at-risk communities have limited evacuation routes available in the event of a wildfire. Reducing hazardous fuels along these potential evacuation routes is a priority for the Mt Hood National Forest. Potential evacuation routes on Forest Service lands for at-risk communities in Wasco County include State Highways 26, 35 and 216 and Forest Service roads 27, 43, 44, and 48.

Signature Page

The contents of this document have been agreed upon and endorsed by the Wasco County Board of Commissioners, the District Forester of the Central Oregon District for the Oregon Department of Forestry (ODF), the Wasco County Fire Defense Board Chief, and the South Wasco County Fire Defense Chief. This plan is not legally binding as it does not create or place mandates or requirements on individual jurisdictions. It is intended to serve as a planning tool for the fire and land managers of Wasco County, and to provide a framework for those local agencies associated with wildfire suppression and protection services to assess the risks and hazards associated with wildland urban interface areas and to identify strategies for reducing those risks. This is a working document to be reviewed by members of the Steering Committee and updated as necessary.

Steven D. Kramer, Wasco County Board Chair	Date
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Scott C. Hege, Wasco County Vice Chair	Date
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Philip L. Brady, Wasco County Commissioner	Date
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Kristin Dodd, The Dalles Unit Forester, Central Oregon District, OR Dept. of Forestry	Date
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Bob Palmer, Wasco County Fire Defense Board Chief	Date
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Eugene Walters, South Wasco County Fire Defense Chief	Date
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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 ADOPTING AMENDMENTS TO THE WASCO COUNTY COMMUNITY WILDFIRE PROTECTION PLAN

RESOLUTION #24-003

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 County of Wasco recognizes the threat that wildfire hazards pose to people, property and infrastructure within our community; and

WHEREAS, undertaking wildfire planning and mitigation actions will reduce the potential for harm to people, property and infrastructure from future wildfire occurrences; and

WHEREAS, the County of Wasco and partner fire service agencies have identified wildfire risks and prioritized several proposed actions needed to mitigate the vulnerabilities of the County of Wasco to the impacts of future wildfires disasters within its jurisdiction; and

WHEREAS, these proposed projects and programs have been incorporated into the Community Wildfire Protection Plan (CWPP) that has been prepared and promulgated for consideration and implementation by all fire service agencies in Wasco County; and

WHEREAS, the Plan meets the requirements of the federal Healthy Forests Restoration Act; and

WHEREAS, counties with adopted CWPPs are given priority for grant funding programs supporting wildfire protection projects, staffing, and apparatus under multiple grant programs; and

WHEREAS, the CWPP is comprised of four parts and appendices: Part I – Understanding the Local Environment, Part II – Risk Assessment, Part III – Taking a Cohesive Strategy Approach in Wasco County, Part IV – Putting the CWPP into Action, and collectively referred to herein as the CWPP; and

WHEREAS, the CWPP is in an on-going cycle of development and revision to improve its effectiveness and this amendment is necessary to refine the Plan approved by the Board in December 2022; and

WHEREAS, County of Wasco adopts the CWPP and directs the Staff to develop, approve, and implement the mitigation strategies and any administrative changes to the CWPP

WASCO COUNTY

NOW, THEREFORE, BE IT RESOLVED, that the County of Wasco adopts *the Wasco County 2024 Community Wildfire Protection Plan* as an official plan; and

BE IT FURTHER RESOLVED, that the County of Wasco will submit this Adoption Resolution to the Oregon Military Department's Office of Emergency Management and Federal Emergency Management Agency, Region 10 officials to enable final approval of the *Wasco County Community Wildfire Protection Plan*.

DATED this 17th day of April, 2024.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

County Counsel

Steven D. Kramer, Board Chair

ATTEST:

Scott C. Hege, Vice Chair

Kathy Clark, Executive Assistant

Philip L. Brady, County Commissioner



Planning Department

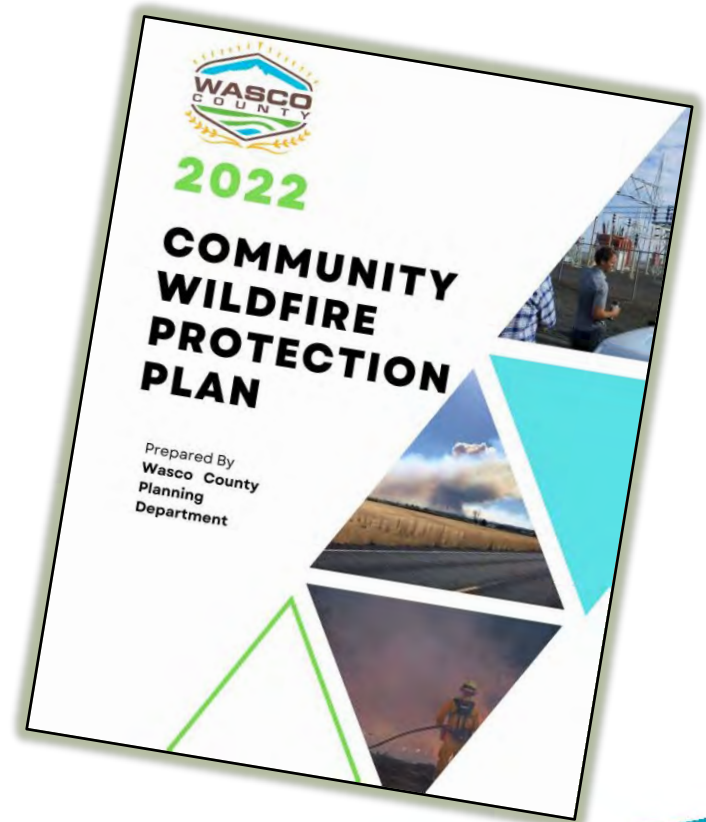


Community Wildfire Protection Plan Amendment

April 17, 2024

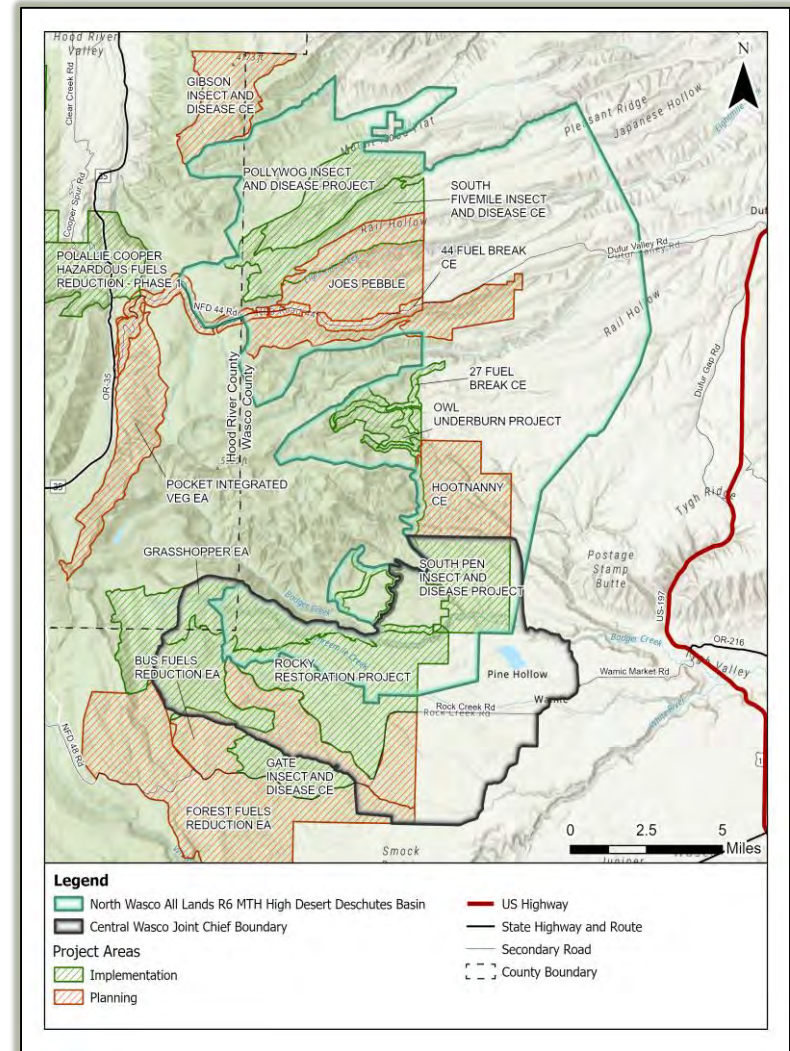
Background

- Major update to CWPP adopted by Board on December 7, 2022
- September 2023: Wasco County Forest Collaborative meeting
- Emerging opportunities for Federal and State funds
- Amendment needed to update County's fire agency project lists



Process

- All Wasco Fire Agencies had opportunity in Fall/Winter 2023-2024 to update survey and identify:
 - Project opportunities
 - Personnel needs
 - Training needs
 - Equipment/apparatus investment needs



Updated USFS Barlow District Wildfire Planning and Project Map

Next Steps

Following adoption, fire agencies will qualify to apply for grants for updated projects included in amended CWPP.



Staff Recommendation

Staff recommends the Board move to approve Resolution 24-003, adopting the amended **2024 Wasco County Community Wildfire Protection Plan** as an official plan.

Stay Tuned

Planning Department will continue to work with County fire agencies and other partners to **promote education to property owners and completion of wildfire mitigation/risk reduction projects.**



MOTION

SUBJECT: Community Wildfire Protection Plan

I move to approve Resolution 24-003 adopting amendments to the Wasco County Community Wildfire Protection Plan.

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
WASCO COUNTY, OREGON
AND
WASCO COUNTY LAW ENFORCEMENT
ASSOCIATION**

EFFECTIVE THROUGH JUNE 30, 2027

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PREAMBLE

This contract, hereinafter referred to as the Agreement, is entered into by Wasco County, Oregon, and the Wasco County Sheriff, hereinafter jointly referred to as the "County," and the Wasco County Law Enforcement Association, hereinafter referred to as the "Association." The County and the Association acknowledge that there is a statutory division of authority and responsibility between the County Board of Commissioners and the Sheriff with respect to administration of the Sheriff's Office affected by this Agreement and that Oregon Revised Statutes shall control in the event of conflict with any provision of this contract.

ARTICLE 1 - SCOPE OF AGREEMENT AND RECOGNITION

1.1. Scope of the Bargaining Unit: The bargaining unit covered by this Agreement shall consist of all part-time and full-time dispatchers, and full-time-paid deputy sheriffs, and civil deputies. The chief deputy, lieutenants, sergeants, supervisors, office manager, and confidential employees are excluded from the bargaining unit.

In the event a new job classification is created within the Sheriff's Office, the County and the Association will discuss whether or not the new classification will be included in the bargaining unit.

1.2. Recognition: The County recognizes the Association as the sole and exclusive bargaining representative for all employees in the Sheriff's Office as described in Section 1.1 of this Agreement.

1.3 Time Computation: Unless otherwise expressly stated, "days" shall be defined as full business days, Monday through Friday, excluding holidays.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1. Management Rights: Except as otherwise specified in this Agreement, the rights of members of the bargaining unit are limited to those specifically set forth in this Agreement. The County retains all rights, responsibilities, prerogatives, and functions not specifically limited by the terms of this Agreement. Except as required by ORS 243.650, et seq., the County shall have no obligation to bargain with the Association with respect to any subjects or the exercise of its discretion and decision making on any subjects not covered by terms of this Agreement.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:

- A. To determine the services to be rendered to the citizens of the County.
- B. To determine and to follow the County's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions, and policies of the Sheriff's Office in which the employees in the bargaining unit are employed, and operations, functions and policies in the remainder of the County as they may affect employees in the bargaining unit.
- D. To close or liquidate any office, branch, operation, facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.

- E. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, and retain employees and to transfer them within the same pay range; the right to lay off subject to Article 7 of this Agreement; the right to abolish positions or reorganize the Sheriff's Office; the right to determine schedules of work subject to Article 5 of this Agreement; the right to purchase, dispose of and assign equipment or supplies.
- F. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- G. Except as required by ORS 243.650, et seq., to establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms and appearance.
- H. Except as required by ORS 243.650, et seq., to implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- I. To contract or subcontract work as may be determined by the County, provided that as to work which has been previously and regularly performed by employees in the bargaining unit, the County agrees to afford an opportunity for the Association to negotiate with the County as to the effect of such action on wages, hours and conditions of employment in the bargaining unit prior to finalizing or implementing any decision concerning such contracting or subcontracting.
- J. To assign shifts, workdays, hours of work and work locations subject to Article 5 of this Agreement.
- K. To designate and to assign all work duties.
- L. To introduce new duties within the unit.
- M. To determine the need for and the qualifications of new employees, transfers and promotions.
- N. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith or without just cause.
- O. To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the County.
- P. To schedule meetings of employees and require attendance at such meetings, subject to the provisions of Article 11 of this Agreement.

2.2. Future Rules: The parties jointly recognize that the elected officials of the County are directly responsible to the citizens of the County and to the public for the performance of the functions and services performed by the County; it is jointly recognized that the County must and does retain broad authority to fulfill and implement its responsibilities and may do so by adoption of written work rules. It is agreed that no existing work rule or new work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided that the requirements of Oregon Law will always be paramount. All work rules which have been or shall hereafter be reduced to writing shall be posted within the Sheriff's Office for a period of ten (10) days and shall be furnished to an Association officer at the time the rule is posted. In the event the Association considers a work rule to be inconsistent with a

specific provision of this Agreement or to be a bargainable subject, or otherwise wishes to discuss the rule, the Association shall so notify the Sheriff in writing within the ten (10) day posting period. In such event, the rule shall be discussed or negotiated between the Sheriff and/or his designee and the Association. A copy of an updated Policy and Procedure Manual shall be accessible to each employee and furnished to the Association upon request.

2.3. Nothing in this Agreement, or in this Article, will be construed to prevent the County from initiating any program or change which is not contrary to an express provision of this Agreement. In the event the County desires to amend or modify or change any of its policies affecting existing conditions involving a mandatory subject of bargaining (including the decision and/or its impact) over which the Association has not otherwise waived its right to bargain, the County will provide the Association with written and oral notice of the proposed change. The Association shall have ten (10) days to object in writing and orally to the person proposing the change or their designee. The failure of the Association to object in writing to the proposed change within ten (10) days of the notice provided for above shall serve as a waiver of the Association's right to bargain. The Association's written objection shall specify the nature of the objection and identify whether the Association believes the proposed change involves a mandatory bargainable subject or a mandatory bargainable impact of a permissive subject.

If the County agrees that the proposed change or its impact is mandatory, the parties shall bargain in good faith over said changes for a period not to exceed twenty (20) days. If after the passage of twenty (20) days, the parties have not reached agreement, either party may declare an impasse and initiate interest arbitration pursuant to ORS 243.746, by requesting a list of thirteen (13) arbitrators from the Employment Relations Board. Within seven (7) days of receipt of the list from the ERB, the parties, by lot, will alternately strike names from the list until only one (1) arbitrator remains on the list, who shall serve as the arbitrator. The arbitrator shall make a binding decision on the parties as to whether the County's proposal or the Association's proposal shall be adopted pursuant to the interest arbitration criteria established by law.

2.4. Probationary Employees: The Association recognizes the right of the Sheriff to terminate the employment of a probationary employee for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work schedules or job assignments, the assignment of on-the-job training, cross-training in other classifications, and the requirement that such employees attend training programs, including on their off-duty time.

2.5. Filling of Vacancies: Whenever a vacancy in the Sheriff's Office occurs, notice of such opening will be posted in the Sheriff's Office for a period of one (1) week to provide employees the opportunity to apply for the job. Where, in the Sheriff's judgment, based on prior performance and experience of the employees, applicable Civil Service exam results, and other relevant criteria, the relative qualifications, aptitude and ability to perform the work are equal between two (2) or more internal applicants for an opening, the employee with the greater departmental seniority shall be offered the position first (unless application of the Veteran's Preference requires otherwise). As between equally qualified internal and external applicants based on the criteria stated above, the existing employee shall be offered the position first (unless application of the Veteran's Preference requires otherwise). The Sheriff shall determine the step on the salary schedule at which the employee selected to fill the job opening will be placed, and shall advise the employee of that information at the time he/she offers the position to the employee. Upon request, a senior employee who is not selected shall be provided with a written explanation for non-selection.

2.6. Outside Employment: Employees wishing to engage in off-duty employment must obtain written approval from the Sheriff. In order to be approved, the outside employment must:

- A. Be compatible with the employee's County duties.
- B. In no way detract from the efficiency of the employee in County duties.
- C. In no way be a discredit to County employment.
- D. Not take preference over extra duty required by County employment.
- E. Request must be in submitted in writing to the Sheriff every 12 months, with written approval provided to the employee by the Sheriff. (The Sheriff shall respond to the request within 30 days.)

2.7. Temporary Employees: A temporary employee shall not be employed for more than six (6) consecutive months.

ARTICLE 3 – ASSOCIATION RIGHTS

3.1. Dues Deduction:

- A. **Dues Deduction:** All employees covered by the terms and conditions of this Agreement shall have the voluntary choice of whether to become members of the Association. The County agrees to deduct dues as determined by the Association's Executive Board from the wages of each employee who is a member of the Association. The Association will provide notice to the County in writing on a mutually agreed upon form of the employees who have chosen to be members of the Association. If the County fails to deduct dues from the member's wages within thirty (30) days after having been provided notice by the Association in writing, the County shall be liable to the Association for the dues that the County failed to deduct without recourse to the employee. The County agrees to deposit the total amount deducted from all members into an established account designated by the Association, on a monthly basis. The County will provide a listing of each bargaining unit member and the amount deducted, to the Association, on a semi-annual basis.
- B. **Hold Harmless:** The Association agrees to indemnify and hold the County harmless from and against any and all claims, suits, orders or judgments brought against the County as a result of the County's compliance with the provisions of this Section and to reimburse any fees, costs or expenses incurred by the County in connection with the same. This obligation does not apply to any claim arising out of the County's failure to comply with the provisions of this Section.

3.2. Labor Relations Training: Subject to the operating requirements of the Sheriff's Office, members of the Association Executive Board shall be allowed an unpaid leave of absence or shall be allowed to use accrued vacation or compensatory time for the purpose of attending labor relations training and conferences.

3.3. Bulletin Boards: The County agrees to authorize the use of bulletin board space in convenient places to be used by the Association in communicating with the bargaining unit members. The Association shall limit its posting of notices and bulletins to such bulletin boards. The contents of such notices and bulletins shall be limited to the posting of factual information as it relates to employees and the business of the Association.

3.4. Safety Committee: An employee representative selected by the Association shall be included as a member of the County Safety Committee. The Safety Committee shall meet at regular times, and shall be responsible for reviewing and recommending County health and safety policies and procedures, for workplace inspections to locate and identify safety and health hazards, for investigating safety-related incidents, and for such other activities as the County Safety Committee and the County may determine would promote health and safety in the workplace.

3.5. Collective Bargaining Agreement Renewal Sessions: The Association's negotiating team, to be composed of no more than three (3) on-duty employees, shall be permitted to attend negotiation meetings with the County relative to securing contract renewal without loss of pay, unless such absences hamper the normal operations of the Sheriff's Office. The dates, times, and places for these negotiation sessions will be established by mutual agreement between the parties.

3.6. Contract Administration:

The Executive Board members of the Association may investigate and process grievances and other labor related matters during working hours, within reasonable limits, and without loss of pay, provided it does not conflict with Sheriff's Office operations. In order to ensure that there is no conflict with Sheriff's Office operations, an absence from duty for the purposes of investigating and processing grievances or other labor related matters must be approved in advance by the Chief Deputy.

Executive Board members may attend regular Executive Board meetings during working hours without loss of pay. Regular Executive Board meetings shall be scheduled for two hours on a quarterly basis. The Association may also from time to time schedule a second regular meeting in a quarter. The Association will provide notification to the County of the date and time of Executive Board meetings held during working hours.

The Association will exercise care to cooperate with the County to make sure there is no undue disruption to County operations caused by the operation of this section.

ARTICLE 4 - NO STRIKE CLAUSE

4.1. No Strike Clause: No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing or strike at any location in the County during the duration of this Agreement. If any such work stoppage, slowdown, picketing or strike shall take place, the Association will take all reasonable steps to immediately notify such employees so engaging in such activities to cease and desist. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established in the County by a labor organization when called upon to cross such picket line in the line of duty. Any employee engaging in any activity in violation of this Article shall be subject to disciplinary action, including discharge by the County.

ARTICLE 5 - HOURS OF WORK

5.1. Workweek: The "workweek" shall be defined as seven (7) consecutive calendar days commencing on Monday at 5 a.m. and ending the following Monday at 4:59 a.m. for employees working in the 911 center, and commencing Monday at 6 a.m. and ending the following Monday at 5:59 a.m. for all other employees.

5.2. Hours:

- A. The regular hours of work each workweek, to the extent consistent with operating requirements of the Sheriff's Office and the need for continuous service to the County throughout the week, shall be five (5) consecutive days of eight (8) consecutive hours of work per day, including meal and rest periods.
- B. At the option of the County, the regular hours of work each work week may be scheduled on the basis of four (4) consecutive days of ten (10) consecutive hours of work per day, including meal and rest periods.
- C. The other provisions of this Article notwithstanding, it is recognized that employees on Special Assignments must work such hours as the nature of the Special Assignment requires, and that, by mutual agreement between the County and the employee, the hours of work each day or each week may sometimes not be consecutive for an employee on a Special Assignment while carrying out the responsibilities of the Special Assignment. Special Assignments shall be those made by the Sheriff to individual Deputy Sheriffs to carry out or perform a specific function on a temporary or ongoing basis. The Special Assignments for which non-consecutive hours may be worked include Investigator, Search and Rescue Coordinator, Traffic Safety Team, Marine Deputy, Oregon Parks & Recreation District (ORPD) Deputy, School Resource Officer, Narcotics Task Force Officer, Training Officer, Resident Deputy, and Range Master.

5.3. Work Schedules: Subject to Sections 5.1 and 5.2 of this Article, all employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Work schedules showing the employees' shifts, workdays and hours shall be posted in the Sheriff's Office patrol room and 911 Center break room. Except for emergencies and other situations beyond the County's control, and for the duration of the emergency or other situation, changes in work schedules shall be posted at least seven (7) calendar days prior to the effective date of the change.

Mandated shift changes which occur without seven (7) calendar days' prior written notification shall be subject to premium pay at time and one-half the employee's regular rate of pay. The premium pay liability shall be limited to those hours of the first two (2) days of a shift change which fall outside the employee's previously scheduled work hours. However, if a shift change without the seven (7) calendar days prior notification is the result of a bona fide emergency or other situation beyond the County's control which could not reasonably have been anticipated, the schedule change shall, for purposes of overtime payment, be treated as though seven (7) calendar days prior notification had been given.

5.4. Shift Assignments:

- A. Shift Change and Rotation for Patrol Deputies.
 - 1. Shift Scheduling. The regular shift rotation shall occur every three (3) months based on a calendar year, beginning January 1st of each year. The County will require all employees to select shift schedules to work during the calendar year as follows:
 - a. The County shall post a master schedule of the anticipated available shifts for each quarter of the year no later than October 1st of each calendar year. Selections for vacant Specialty Assignments shall be made prior to October 1st of each calendar year.

- b. Each Patrol Deputy, starting with the Deputy who has the most class seniority, shall in turn bid his or her four (4) quarters that he or she wishes to work among those indicated on the master schedule which have not been previously selected by a more senior employee(s). Deputies shall adhere to the following restrictions on shift bidding:
 - i. The Deputy shall not bid the same shift more than two (2) times in a calendar year unless all other shifts have been previously selected by more senior employees.
 - ii. The Deputy shall bid at least one (1) day shift and one (1) night shift per calendar year unless all other shifts have been previously selected by more senior employees. [Day shift shall be defined as any shift that starts between 2:00 am and 1:59 pm. Night shift shall be defined as any shift that starts between 2:00 pm and 1:59 am.]
 - iii. The Deputy shall bid at least two (2) shifts on weekends. Weekend shifts will be defined as any shift schedule that includes a Saturday, a Sunday, or both days.
 - iv. Deputies working Specialty Assignments, Resident Deputies, or Investigations shall not be subject to the above restrictions on shift bidding.

B. Shift Change and Rotation for Dispatchers.

- 1. Shift Scheduling. The regular shift rotation shall occur every three (3) months based on a calendar year, beginning January 1st of each year. The County will require all Dispatchers to select shift schedules to work during the calendar year as follows:
 - a. The County shall post a master schedule of the anticipated available shifts for each quarter of the year no later than October 1st of each calendar year.
 - b. Each Dispatcher, starting with the Dispatcher who has the most class seniority, shall in turn bid his or her four (4) quarterly shifts that he or she wishes to work among those indicated on the master schedule that have not been previously selected by more senior employees. Dispatchers shall adhere to the following restrictions on shift bidding:
 - i. The Dispatcher shall not bid the same shift more than two (2) times in a calendar year unless all other shifts have been previously selected by more senior employees:
 - ii. The Dispatcher shall bid at least one (1) day shift and one (1) night shift per calendar year unless all other shifts have been previously selected by more senior employees.
- Night shift shall be defined as any shift that starts between 2:00 pm and 1:59 am. Day shift shall be defined as any shift that starts between 2:00 am and 1:59 pm.

- iii. The Dispatcher shall bid at least two (2) shifts of weekends. Weekend shifts will be defined as any shift schedule that includes a Saturday, a Sunday, or both days.
 - iv. Lead Dispatcher shifts shall be assigned by the supervisor to a day or night shift prior to the shift bid, and they shall not be subject to the above restrictions on shift bidding.
- C. Each employee shall have up to one hundred and twenty (120) hours to bid their shifts and return the bid to their supervisor. The supervisor will then provide the bid to the next employee by seniority, and that employee's 120-hour period will commence. Failure to bid with 120 hours will result in the employee falling to the bottom of the seniority list.
- D. Shift Trades. Employees shall be allowed to trade shifts subject to supervisory approval in accordance with the Fair Labor Standards Act, so long as the County does not incur additional costs as a result of the shift trade. The employee who is scheduled to work shall be responsible for any work absence. Rotational shift trades (i.e., shift trades for an entire quarter or major portion of the quarter) will not be allowed except for exceptional circumstances as determined by the County.
- E. The master schedule will be posted no later than January 1st of each calendar year.
- F. Exceptions. With regard to the above procedures, it is recognized that the scheduling of shifts on the basis of employee preference will not be allowed to interfere with the County's ability to provide the best and most cost-effective service to the public. By way of example thereof, the following exceptions to the above shift scheduling procedure are made:
 - 1. Probationary employees shall not be subject to these shift selection procedures.
 - 2. Employees assigned to a particular activity that is traditionally associated with specific work schedules shall not be subject to the provisions of these shift selection procedures. Examples of such assignments include the following:
 - a. Investigations.
 - b. Narcotics.
 - c. Inter-Agency Task Force.
 - d. Marine Deputy.
 - e. Resident Deputy
 - f. Lead Dispatch
 - 3. The County shall continue to have the right to change the scheduled work shift of employees in order to meet operational needs, comply with contractual requirements of third parties, and to respond to changes in staffing due to employee terminations, employee disabilities, budgetary exigencies and the like. Notice of any permanent change in the regular work schedule will be posted at least two (2) weeks in advance. The foregoing shall not apply when the change in schedule is for reasons beyond the control of the County.

- G. Rotating shifts shall not be applicable to or may be modified in the following situations:
1. A resident assigned deputy.
 2. Criminal investigator training position, normally one (1) year to two (2) years of duration.
 3. Special Assignments, except Search and Rescue Coordinator, Training Officer and Range Master.
 4. Authorized and available "light-duty" work assignments for injured employees that place the employee on a temporary "fixed" shift.
 5. Prior authorized and approved "preference" vacation schedules that, due to unanticipated vacancies (terminations, etc.), necessitate temporary changes in the normal rotation.
 6. Training situations.
 7. Any unforeseen or emergency situation that would necessitate a change in the normal rotation for a reasonable period of time.
- H. Any individual who, due to training, is advanced beyond, and therefore, loses a part of his/her shift rotation, will be given an equal amount of "makeup" time on that shift when the training is completed through a temporary trade with the trainee. The trainee's regular rotation will not be designated until the "makeup" time is completed.
- I. By mutual agreement between the employee and his/her supervisor, the schedule of an employee assigned to a Special Assignment position of Investigator, Search and Rescue Coordinator, Traffic Safety Team, Marine Deputy, School Resource Officer, Narcotics Task Force Officer, Training Officer or Range Master, Oregon Parks & Recreation District, Resident Deputy, or of a Patrol Deputy may be "flexed" to allow the employee to work more than the number of hours in his/her regular shift without payment of overtime, provided that during the same workweek the employee is allowed an amount of time off without pay equal to the amount of daily time worked in excess of the number of hours in the employee's regular shift. Flex time shall not result in overtime or compensatory time to the County unless the employee works more than forty (40) hours in the workweek involved, and the parties specifically waive application of ORS 279.340 whenever a flex time schedule or schedule adjustment occurs.

5.5. Shift Rotation: The parties agree that the workweek will remain the same for all employees (Monday, 5 am through the following Monday, 4:59 am for employees working in the 911 center, and Monday, 6 am through the following Monday, 5:59 am for all other employees), even in weeks in which an employee rotates to a new schedule in accordance with Sections 5.3 and 5.4 hereof. The parties agree that if a shift rotation results in an employee working more than forty (40) hours in a workweek, the employee will be paid overtime in accordance with Section 11.3 of this Agreement. The parties further agree that if a shift rotation results in an employee working less than forty (40) hours in a workweek, the employee may make up the additional hours needed to reach forty (40) in the workweek from accrued vacation or compensatory time off, or by working the additional hours if shifts are available. The parties agree that in a shift rotation, an employee will get at least two days off between the old shift and the new shift. If an employee does not get at least two days off in such circumstances, the employee will be paid time-and-a-half for any work performed on those two days.

5.6. Meal Periods: To the extent consistent with the operating requirements of the Sheriff's Office, continuous shift employees will normally be granted a meal break of thirty (30) minutes which shall be considered on-duty time during which they are subject to calls for service. Any employee required to work four (4) or more hours beyond his/her scheduled quitting time may upon request be provided with a meal either during or at the conclusion of his/her extended shift. Dispatch personnel who are not allowed to leave their work station during their meal break will have a meal provided to them. Employees who are not assigned to continuous shifts shall receive a nonpaid duty-free lunch period of one-half (1/2) to one (1) hour.

When an employee is on authorized travel outside the County, a meal allowance in an amount up to the current County-established rate shall be allowed.

5.7. Break Periods: Employees shall be relieved of their duties for 10 minutes during each half shift. If such break time is not prescheduled, an employee may take it at such time(s) as workloads allow. Employees may be subject to call during such periods, and will not receive extra compensation if they do not receive or are required to work during a break.

5.8: No provision of this Agreement shall be construed as establishing or inferring a guarantee of any hours of work per day or per week.

ARTICLE 6 - PROBATIONARY PERIOD

6.1. Probation Period: The probationary period is an integral part of the employee selection process and provides the County with the opportunity to upgrade and improve the quality of its services to the citizens of the County by observing a new employee's work, training new employees, and assisting new employees in adjusting to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Probationary employees are covered by this Agreement.

6.2. Length of Probation: Whenever a new employee is hired, promoted or transferred into a bargaining unit position, he/she shall serve a probationary period of twelve (12) full months of employment, unless the position requires certification by the Oregon DPSST and he/she does not possess the certification required of the position, in which event the probationary period shall be eighteen (18) full months of employment. Employees serving an eighteen (18) month probationary period shall be eligible for a step increase upon completion of twelve (12) months' service if their performance is satisfactory. Every new employee who successfully completes his/her initial probationary period shall become a regular employee.

6.3. Current Employees: In instances where a current employee assumes a different position in the bargaining unit, the employee will be subject to reclassification to his/her former position for unsatisfactory performance in the new position, or he/she may voluntarily return to his/her last job position, for a period of up to sixty (60) calendar days from the date the employee assumes the different position. After sixty (60) calendar days, the employee will only be entitled to return to the next available opening in the employee's previous classification for up to six (6) months.

ARTICLE 7 - SENIORITY

7.1. Definitions: Except as otherwise specifically provided herein, an employee's seniority shall be regarded as his/her "departmental seniority" and/or his/her "classification seniority." Departmental seniority shall be the employee's total length of unbroken employment with the Sheriff's Office, and classification seniority shall be the employee's total length of unbroken employment in his/her current classification. An employee's length of employment

shall be his/her most recent period of continuous employment within the Sheriff's Office or the classification.

7.2. Continuous Employment: Continuous employment for the purpose of accumulating vacation leave credit shall be service unbroken by separation from employment with the County. Periods of excused absence of less than one (1) month shall be included as continuous employment. Unless the law otherwise requires, layoffs of one (1) month or more, or leaves of absence of one (1) month or more, including absences due to sick leave, will not be counted as part of continuous employment for accrual purposes, but employees returning from any such leave and from layoff status within one (1) year of the layoff shall be entitled to credit for service prior to the absence. In addition an employee who leaves County employment but returns within ninety (90) days of their separation may, with mutual agreement between the Sheriff and the Association, receive credit for their service prior to separation of employment, this credit shall only apply to seniority in reference to shift bid, and preference vacation purposes.

If an employee is on a bona fide time loss injury, and is able to return to work within one (1) year, the period of the injury shall be considered as continuous employment for purposes of maintaining said employee's seniority. The employee shall also continue to receive all of the health, welfare and life insurance benefits that the County is permitted by law to provide that are specified in Article 16 of this Agreement for up to one (1) year.

7.3. Loss of Seniority: All seniority shall be lost for the following reasons:

- A. If the employee voluntarily quits or resigns, except as provided above;
- B. If the employee is discharged;
- C. If the employee retires;
- D. If the employee is laid off because of a reduction in force or lack of work for a period in excess of one (1) year;
- E. Unless a reason satisfactory to the Sheriff is given, failure to respond within five (5) days after receipt of a notice of recall from a layoff. Such notice shall be sent by certified mail, return receipt requested, and marked "deliver to addressee only," to the employee's last known address on file with the County;
- F. Failure to register in person or by mail with the County at least once every thirty (30) calendar days during periods of layoff, signifying his/her availability for recall and updated address and telephone number.

7.4. Layoff and Recall: In the event of a layoff of employees in the Sheriff's Office, selection of employees retained will be in accordance with classification seniority within the affected job classification(s), so long as the senior employees possess qualifications, aptitude and ability to perform the work equal to those of the employees laid off. Except in unusual circumstances, employees shall normally be given at least two (2) weeks' notice of layoff. Employees will be recalled from layoff in the reverse order of the layoff.

7.5 Seniority List: Upon request, the Sheriff shall provide the Association with a copy of the seniority list.

7.6 Specialty Assignments: A specialty assignment is one in which the primary duties pertain to the assignment and are different from regular patrol duties. Vacant

specialty assignments for traffic safety team, marine deputy, school resource officer, Oregon Parks & Recreation District, and other specialty assignments not specifically excepted herein shall be posted by the Sheriff for at least fourteen (14) days in order to allow interested employees to apply for the assignment. (Specialty assignments for Investigations and MINT do not follow this process.) Appointments to specialty assignments shall be made on the basis of qualifications, competence, and Sheriff's Office needs as determined by the Sheriff. Ties will be broken by seniority. Disagreements over assignments and removals from assignments under this section may be grieved through Step 2 of the grievance procedure. The length of specialty assignments is at the sole discretion of the Sheriff or his/her designee.

7.7 Collateral Assignments: A collateral assignment is one in which the primary function entails regular patrol duties with additional duties assigned (e.g., Search & Rescue Coordinator, Firearms Instructor, Reserve Coordinator, Posse Coordinator, Training Officer, etc.). Collateral assignments follow the same process for selection as Specialty Assignments as set forth in Section 7.6. The length of specialty assignments is at the sole discretion of the Sheriff or his/her designee.

7.8 Lead Dispatchers: The County may assign up to two (2) Lead Dispatcher positions. If there are two Lead Dispatchers, one will be required to work day shift and the other will work night shift. The Lead Dispatchers will alternate between day and night shift so that each Lead does two (2) shifts of days and two (2) shifts of nights shifts per year. When possible the Lead Dispatchers will also be scheduled with opposite days off in order to best support the dispatch center. Actual shifts for the Lead Dispatch position will be assigned by the Dispatch Manager and delegated prior to the yearly shift bid. A Lead Dispatcher assignment will generally last for two-years. The selection process will follow section 7.6 above. The removal process will be at the discretion of the Sheriff.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

8.1. Discipline: Disciplinary action shall be limited to the following:

- A. Written reprimand.
- B. Suspension without pay.
- C. Reduction in pay.
- D. Demotion.
- E. Discharge.

Disciplinary action shall only be taken for just cause, which shall include application of progressive discipline when consistent with the nature of the offense and other relevant circumstances. The definition and application of just cause for law enforcement officers is also subject to ORS 236.350, ORS 243.808, and applicable State law. If an employee is to be disciplined, he/she shall receive written notice specifying the reason or reasons for the disciplinary action, the policies, procedures, rules, regulations and/or laws determined to have been violated and the facts which lead to the disciplinary conclusion. If the Sheriff or another supervisor has reason to discipline an employee, he/she shall not impose such discipline in a

manner that will unduly embarrass or humiliate the employee before other employees or the public.

The appeal of any disciplinary action shall be made through the grievance procedure set forth in Article 10. The Association may process a grievance concerning economic discipline commencing at Step 2 of the grievance procedure. Employees shall not be permitted to pursue any disciplinary action grievance arising under this Agreement to the County Civil Service Commission.

8.2. Discharge: Any employee may be discharged during his/her probationary period without recourse to the provisions of this Article or the grievance procedure (Article 10) of this Agreement.

ARTICLE 9 - EMPLOYEE RIGHTS

9.1. Employee Bill of Rights:

In order to ensure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each employee of the Sheriff's Office, the following rules are hereby established:

- A. When any bargaining unit member is under investigation and subjected to interview by competent authority designated by the Sheriff which could reasonably lead to an economic sanction, the interview shall be conducted under the following conditions:
 - 1. The interview shall be conducted at a reasonable hour, preferably at a time when the member is on-duty, or during the normal working hours for the member, unless the seriousness of the investigation requires otherwise. If such interview does occur during off-duty time of the member being interviewed, the member shall be compensated for such off-duty time in accordance with regular Sheriff's Office procedures and the provisions of this Agreement.
 - 2. The interview shall take place at a location designated by the investigating officer, preferably at the Wasco County Sheriff's Office.
 - 3. The member under investigation shall be informed, in writing, prior to such interview that he/she has a right to have Association representation during the interview, and of the rank, name and command of the officer in charge of the interview, the interviewing officers, and all other persons to be present during the interview. All questions directed to the member being interviewed shall be asked by and through no more than two (2) investigators at one time.
 - 4. Unless release of information would otherwise compromise the investigation, the member under investigation shall be informed in writing of the nature of the investigation, the specific facts which form the basis of the allegation(s) against the member, the specific rules, regulations, policies, procedures and/or laws the member is alleged to have violated, the name and address of the persons making the complaint unless the complainant requests the information not be disclosed, and statement and/or reports which state the facts upon which the allegation(s) are based, prior to any interview. If the Sheriff receives an anonymous complaint against a member, he/she may determine if there are other known persons or evidence to substantiate it. If there are, then the Sheriff may pursue the complaint. If not, no record of the anonymous complaint may be retained. The member may be informed of the receipt of the anonymous complaint, but the

member shall not be interviewed unless other known persons or evidence substantiate the complaint.

5. The interview session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The member being interviewed shall be allowed to attend to his/her own personal physical necessities.
 6. The member being interviewed shall not be subjected to offensive language or threatened with disciplinary action, except that a member refusing to respond to questions or submit to interview shall be informed that failure to answer questions directly related to the investigation or interview may result in disciplinary action. No promise of reward shall be made as an inducement to answering any question. The member's home address, telephone number, or photograph shall not be given to the press or news media without his/her express consent, unless otherwise required by law.
 7. The complete interview of the member may be recorded. If a tape recording is made of the interview, the member shall be provided a complete copy of the tape if further proceedings are contemplated or prior to any further interview at a subsequent time. Upon request, the member shall be provided a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the Sheriff to be confidential. No notes or reports which are deemed by the Sheriff to be confidential may be entered in the member's personnel file. The member being interviewed shall have the right to bring a recording device and record any and all aspects of the interview.
 8. If prior to or during the interview of the member it is deemed that he/she may be charged with a criminal offense, he/she shall be immediately informed of his/her constitutional rights.
 9. Upon the filing of a formal written statement of charges, or whenever an interview focuses on matters which are likely to result in disciplinary action against the member, that member, at his/her request, shall have the right to be represented by an Association representative of his/her choice who may be present at all times during such interview. The Association representative shall not be subject to the same investigation. This section does not apply to any communications with a member in the normal course of duty, including administrative inquiries (matters which experience and common sense indicate are subject to resolution at the supervisory/command level and which are unlikely to lead to discipline of an economic nature), counseling, instruction, or informal admonishment, or other routine or unplanned contact with a supervisor or any other member, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.
- B. No member shall be subjected to disciplinary action, or denied promotion, or be threatened with any such treatment, because of the lawful exercise of rights granted herein, or the exercise of any rights under any existing administrative grievance procedure. Nothing in this section shall preclude the Sheriff from ordering a member to cooperate with other agencies involved in criminal investigations. If any member fails to comply with such order, the Sheriff may officially charge such member with insubordination, consistent with the member's constitutional rights.

- C. No member shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against a member refusing to submit to a polygraph examination, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the member refused to take a polygraph examination, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the member refused to take a polygraph examination.
- D. Nothing contained herein shall preclude or prohibit any member from pursuing civil litigation for false or malicious complaints.

9.2. Personnel Files:

- A. A copy of any material reflecting critically upon an employee shall be furnished to the employee when it is placed in the personnel file.
- B. An employee, or his/her Association representative may inspect the contents of his/her personnel file upon either the employee's or the Association representative's written request to do so to the Sheriff. If the employee believes that material which is in or is to be placed in his/her personnel file is incorrect or derogatory, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the particular materials, and this shall be included as a permanent part of the file, provided such written explanation or opinion is presented to the Sheriff within thirty (30) calendar days of the date the material in question is presented to the employee for signature.
- C. All written records of disciplinary action taken against an employee will be placed in the employee's personnel file within fourteen calendar (14) days of the issuance of the discipline. Any other material placed in an employee's personnel file will be entered within thirty (30) calendar days of the occurrence giving rise to the entry, or thirty (30) calendar days after the occurrence comes to the attention of the Sheriff or the employee's supervisor, whichever is later.

9.3. Non-Discrimination: The County and the Association agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any employee because of such employee's race, religion, color, national origin, age, union status, marital status, gender or other status protected under local, state or federal law. The parties agree that the labor agreement will not serve to restrict the County's obligation to comply with federal and state law concerning its duty to reasonably accommodate individuals with disabilities.

Any claim of a violation of this Section shall be pursued through Step 3 of the grievance procedure contained herein, but shall not be pursued to Step 4, Arbitration, or otherwise used as the basis for a claim of a violation of this Agreement.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.1 Definition of Grievance: For the purpose of this Agreement, a grievance is defined as any one of the following:

- A. A claim by an employee covered by this Agreement concerning the meaning or interpretation of a specific provision or clause of this agreement as it affects such employee;

- B. A claim by the Association concerning the application of a specific provision or clause of this Agreement as it affects a specific member or members of the Association.

In the event of a grievance concerning a disciplinary issue, an individual employee who does not wish the Association to pursue a grievance (under Section 10.1(b) hereof) shall notify the Association in writing at any time prior to the Association decision to arbitrate the issue. A non-member of the Association shall have the right to pursue a disciplinary grievance on their own behalf and the Association will not be a party to the grievance. A grievance which is resolved by an individual's exercise of his/her right to elect not to pursue a disciplinary grievance shall not constitute a precedent against the Association with regard to the substance of the disciplinary grievance in question.

10.2. Grievance Procedure: To promote better employer-employee relationships, both parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of the application of this Agreement, and the following procedure shall be the sole procedure to be utilized for that purpose.

Step 1: The aggrieved employee, or an Association Representative, shall take up the grievance with the employee's supervisor within ten (10) days of its occurrence or ten (10) days of the date on which the employee first had, or with the exercise of due diligence reasonably could have had, knowledge of the occurrence, whichever is later. In the event the alleged grievance is one in which two (2) or more employees would be aggrieved, the grievance may be taken up with the supervisor(s) of the aggrieved employees by the Association representative, provided the Association identifies the grieving employees. The employee's supervisor shall respond to the grieving party.

Step 2: If the matter is not settled within ten (10) days of its reference to the supervisor, the grievance shall be reduced to writing, including, but not limited to, a statement of the grievance and relevant facts, the provision(s) of the Agreement allegedly violated, and the relief sought, and the grievance shall be presented to the Sheriff by the Association representative or a non-member of the Association pursuing a disciplinary grievance within twenty (20) days of the date it was taken up with the supervisor at Step 1. The Sheriff or his/her designee shall meet with the Association representative or the non-member of the Association within ten (10) days, or as otherwise mutually agreed, to attempt to settle the grievance. After the meeting, the Sheriff shall provide a written response within ten (10) days to the grieving party.

Step 3: Should the Association representative or non-member of the Association and the Sheriff fail to reach a settlement within ten (10) days of submission of the grievance to the Sheriff, the Association or non-member of the Association pursuing a disciplinary grievance shall have the right to submit the grievance in writing to the County Board of Commissioners, provided that such submission shall be within ten (10) days from the date of the written response from the Sheriff at Step 2. After submission of the grievance to the County Board of Commissioners, the County Board of Commissioners shall provide a written response within ten (10) days to the Association representative. In the event the Board of Commissioners holds a hearing or otherwise considers a matter involving a disciplinary grievance at a public meeting, the Board of Commissioners shall review the facts of the grievance in executive session unless waived by the grievant.

Step 4: Should the County Board of Commissioners and the Association fail to settle the grievance within ten (10) days from the date the grievance is submitted to the County Board of Commissioners and if the Association or non-member of the Association pursuing a disciplinary grievance wishes to pursue the matter further, the Association or non-member shall, within ten (10) days from the expiration of the ten (10) day period for

settlement with the County Board of Commissioners, simultaneously (1) provide written notice to the County Board of Commissioners of the Association's referral of the grievance to arbitration and (2) send a written request to the Employment Relations Board's State Conciliation Service to provide a list of the names of thirteen (13) arbitrators. A copy of the request for an arbitration panel shall be enclosed with the notice to the County Board of Commissioners which refers the dispute to arbitration. Upon receipt of the arbitrator list, the Association or the non-member of the Association and the County shall alternately strike names from it, with the first strike being determined by lot. When only one (1) name remains on the list, that name shall be the arbitrator. For grievances contesting imposition of formal discipline upon a law enforcement officer, the parties will adhere to the process provided by ORS 243.808 and the Employment Relations Board.

10.3. Arbitrator's Decision: The arbitrator's decision shall be final and binding on the Association and the County but the arbitrator shall have no power to alter the terms of this Agreement. The arbitrator's decision shall be within the scope and terms of this Agreement and the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of the proceedings, including filing of briefs, if any.

10.4. Arbitrator's Expenses: Expenses for the arbitrator's services and proceedings shall be borne by the losing party as determined by the arbitrator. However, each party shall be responsible for any other expenses incurred by them.

10.5. Time Limits: The time periods specified in this Article may be extended or modified by written agreement. If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and non-arbitrable. If at any step of the grievance procedure the County fails to issue a response within the time limits set forth in this Article, the grievance will be advanced to the next step.

10.6. Grievance Meetings: Meetings between the Sheriff and/or the County Board of Commissioners or their designee(s) and representatives of the Association shall be arranged at mutually convenient times. The purpose of meetings with the Association will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Association may discuss with the County other issues which would improve relationships between the parties. Prior written notice of topics for discussion at such meetings shall be furnished by each party to the other. If the parties agree to meet for the purpose of processing a grievance during the regularly scheduled work hours of some or all of the employees involved in processing such grievance, those employees shall suffer no loss of pay for the time involved.

10.7. Determination of Merit: The provisions of this Article shall not be interpreted to require that the Association process any grievance through the grievance or arbitration procedure which it believes, in good faith, lacks sufficient merit.

ARTICLE 11 – COMPENSATION

11.1: Effective July 1, 2018, employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A, which is hereby incorporated into and made a part of this Agreement. The parties agree that the minimum time of service in each step shall be one year. Step increases for eligible employees will occur on the employee's anniversary date. Progression from one step to another is not automatic with minimum time but is subject to satisfactory performance.

Effective the first full pay period after July 1, 2024, the wages of all employees covered by this agreement shall be increased by 5%.

Effective the first full pay period after July 1, 2025, the wages of all employees covered by this agreement shall be increased by 5%.

Effective the first full pay period after July 1, 2026, the wages of all employees covered by this agreement shall be increased by 5%.

When a new position not listed on the wage schedule in Appendix A is established, the County shall designate a job classification and pay rate in writing for the position.

11.2. Pay Periods: The salaries and wages of employees shall be paid semi-monthly.

11.3. Overtime: The Sheriff or designee, whenever in their judgment they deem it necessary because of emergency or for purposes of efficiency, economy, or otherwise, may require employees to work overtime on any day, at any hour, and for so long a period of time as they specify.

Except for instances when an employee works a “flex” schedule, an employee shall be compensated at the rate of time and one-half (1-1/2) for work under the following conditions, but in no event shall such compensation be received twice for the same hours:

A. In the case of a “5-8” work schedule:

1. All work in excess of eight (8) hours (excluding the uncompensated portion of meal periods) on any scheduled workday.
2. All work in excess of forty (40) hours in any workweek.

B. In the case of a “4-10” work schedule:

1. All work in excess of ten (10) hours (excluding the uncompensated portion of meal periods) on any scheduled workday.
2. All work in excess of forty (40) hours in any workweek.

C. In any week in which an employee works a “flex” schedule, the employee shall receive overtime compensation only for work in excess of forty (40) hours in that workweek.

D. Except in the case of a shift extension and when otherwise practicable, overtime work shall be distributed equally among those qualified employees in a given classification who are willing and available to safely and efficiently perform the work.

Employees who work overtime without proper authorization will be subject to discipline, up to and including termination.

11.4. Court Time: Whenever an employee is required to appear in Court outside his/her regularly scheduled shift, he/she shall be compensated for such time at the rate of time and one-half (1-1/2) for all time spent in such Court appearance, with a minimum of two (2) hours’ compensation at the overtime rate. This minimum guarantee shall not be applicable to

Court time which includes an extension directly prior to or immediately after the employee's regularly assigned shift.

11.5 Callback: Authorized callback overtime shall be compensated at the below minimums:

- A. On a Scheduled Workday: Three (3) hours (either overtime pay or compensatory time off at the rate of time and one-half, at the employee's choice, as provided in Section 11.6), provided, however, that this minimum shall not apply if the callback assignment begins thirty (30) minutes or less before the start or after the end of the employee's regular shift.
- B. On a Scheduled Day Off: Three (3) hours (either overtime pay or compensatory time off at the rate of time and one-half, at the employee's choice as provided in Section 11.6). Scheduled days off shall include scheduled leave days.

11.6. Form of Compensation: Compensation for authorized overtime work shall be paid in the form of compensatory time off or in the form of compensatory pay at the applicable rate. An employee shall be entitled to choose to have overtime compensated in the form of compensatory time off, to a maximum accrual of forty (40) hours. An employee may choose to have an additional forty (40) hours of overtime compensated in the form of compensatory time off, subject to supervisory approval. Compensatory time off shall be scheduled consistent with the FLSA at a time that is mutually agreeable to the Sheriff or designee and the employee. Compensatory time off may be combined with other forms of time off. Except for vacation requests made as part of the annual seniority-based vacation scheduling request process provided for in Section 13.2 of Article 13, the Sheriff's Office will respond in writing to the employee within five (5) days of a request for prescheduled time off.

11.7. Monthly Report: Each month each employee will be provided with a report as to his/her accumulations of compensatory time off, vacation time, holiday time, and sick leave.

11.8 Definition of "Hours Worked": The parties agree that only for purposes of calculation of overtime in accordance with Section 11.3, above, all hours for which an employee receives compensation shall count as "hours worked," excluding holiday pay under Section 12.3.

11.9 Field Training Officer Compensation: An assigned Field Training Officer shall receive a five percent (5%) base pay hourly incentive during which the Field Training Officer has a probationary employee with him/her during his/her scheduled shift(s).

11.10 Bilingual Pay: An employee demonstrating oral proficiency in Spanish shall receive a five (5%) base pay hourly incentive. Proficiency will be established by a Human Resources approved testing process. Employees shall not be eligible for the language incentive pay until successful completion of the testing. Recertification for employees eligible to receive the language proficiency will occur every two (2) years. The Sheriff has the authority to limit the number of individuals in each classification who may be eligible for this premium.

11.11 Certification and Education Pay: Effective July 1, 2021, employees possessing certain certifications from DPSST shall be compensated as follows:

- A. An Intermediate Certificate from DPSST a two and one-half percent (2.5%) base pay hourly incentive.

B. An Advanced Certificate from DPSST a two and one-half percent (2.5%) base pay hourly incentive.

C. The incentive for Certificate pay shall be cumulative.

ARTICLE 12 - HOLIDAYS

12.1 Recognized Holidays:

A. The following shall be recognized as holidays for regular and probationary employees under this Agreement:

New Year's Day	January 1 st
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th

12.2. Holiday Pay: An eligible employee shall receive the equivalent hours of their regularly assigned shift in pay for each of the holidays listed above which falls on a regularly scheduled workday and on which he/she performs no work. For example, an employee assigned to a ten (10) hour shift will receive ten (10) hours pay, and an employee assigned to a twelve (12) hour shift will receive twelve (12) hours pay.

12.3. Weekend Holidays: Whenever a holiday falls on an employee's regularly scheduled day off, he/she shall be credited with eight (8) hours of holiday time off or shall be paid an extra eight (8) hours at his/her regular hourly rate, with such payment to be in addition to his/her normal wage.

12.4. Holiday Work: If an eligible employee works on any of the holidays listed above, he/she shall, in addition to his/her pay for that day, be credited with one and one-half (1-1/2) hours of holiday time off for each hour worked or shall be paid an extra one and one-half (1-1/2) hours of compensation at his/her regular hourly rate for each hour worked on the holiday, with such payment to be in addition to his/her normal wage.

12.5. Holiday Accrual: The choice of holiday time-off or pay is the sole option of the employee for each holiday worked or which falls on a regularly scheduled day off. All hours accrued as holiday time-off shall be kept in a separate holiday account and shall not be combined with any other form of time-off accrual allowed by the Agreement. Such holiday account shall not exceed forty (40) hours.

12.6. Holiday During Vacation: Should an employee be on paid vacation when a holiday occurs, such holiday shall not be charged against his/her vacation.

12.7: After an employee has served with the County for sixty (60) calendar days or longer, he/she will be entitled to cash payment for uncompensated accrued holiday time off if his/her employment is terminated. In case of death, compensation will be paid to the employee's beneficiary as designated on his/her County life insurance policy.

ARTICLE 13 - VACATIONS

13.1. Amount of Vacation and Eligibility Requirement: All employees will be eligible to utilize accrued vacation from their hire date. Regular employees who have at least one (1) year of continuous employment with the County shall be entitled to annual paid vacation in accordance with the following schedule:

<u>Length of Employment</u>	<u>Yearly Accrual</u>	<u>Monthly Accrual</u>
1 through 3 years	92 hours	7.67
Beginning at the start of the 4 th year	100 hours	8.33
Beginning at the start of the 5 th year	108 hours	9.00
Beginning at the start of the 6 th year	116 hours	9.67
Beginning at the start of the 7 th year	124 hours	10.33
Beginning at the start of the 8 th year	132 hours	11.00
Beginning at the start of the 9 th year	140 hours	11.67
Beginning at the start of the 10 th year	148 hours	12.33
Beginning at the start of the 11 th year	148 hours	12.33
Beginning at the start of the 12 th year	156 hours	13.00
Beginning at the start of the 13 th year	156 hours	13.00
Beginning at the start of the 14 th year	164 hours	13.67
Beginning at the start of the 15 th year	172 hours	14.33

13.2. Scheduling: Starting on November 1 of each year, employees shall be permitted to bid "preference" vacation by classification seniority. Employees shall be permitted to select up to their yearly accrual amount, as set forth in Section 13.1. A minimum of forty (40) hours of vacation time must be used per bid and all hours must be consecutive, except that employees may also bid up to three non-consecutive single days upon two weeks' notice provided that the employee may not bump a previously bid preference vacation. Additional non-consecutive days may, in the Sheriff's Office's discretion, be approved as part of the priority bid process. Non-preference vacation may be scheduled on a first come-first serve basis any time after the master schedule has been posted. The County shall make the final determination of vacation times, based on operations and the availability of vacation relief. Employees may not use vacation time they have not accrued.

Each employee shall have up to seventy-two (72) hours to bid their vacation and return the bid to their supervisor. The supervisor will then provide the bid to the next employee by seniority, and that employee's 72-hour bid period will commence. Failure to bid within seventy-two (72) hours and return the bid to the supervisor will result in the employee falling to the bottom of the seniority bid list.

13.3. Maximum Accumulation: The maximum accumulation of accrued vacation is two hundred and forty (240) hours. Employees are expected to schedule vacation to avoid exceeding the maximum accumulation. If an employee is denied a vacation request within the thirty (30) days prior to exceeding the maximum accumulation, the employee's vacation time in excess of 240 hours may either be cashed out or the employee may be required to take vacation time off at a time selected by the County, at the Sheriff's discretion. In all other circumstances, vacation accumulation in excess of 240 hours will be lost.

13.4. Vacation Pay on Termination or Death: Upon termination or death of a regular employee who has completed at least one (1) year of continuous employment, compensation at the current rate for all accumulated vacation shall be paid to the employee or his/her heirs.

13.5. Leave Donation: An employee may donate vacation leave time to another employee who has exhausted all accrued paid leaves and is in documented need of additional sick leave due to illness or injury of the employee or a family member for a serious health condition as defined by the FMLA/OFLA. Leave donations shall be subject to the terms of the Wasco County Hardship Leave Policy dated June 2004.

ARTICLE 14 – FAMILY AND MEDICAL LEAVE

Leaves of absence to which an employee is entitled under state and federal law governing family and medical leave and pregnancy disability will be provided to employees in accordance with applicable law. Pursuant to the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA), employees may be eligible for family or medical leave for certain qualifying reasons. Eligibility is based upon length of employment and/or hours worked. When the reason for leave is eligible under more than one law, the leave is applied concurrently. FMLA and OFLA provide for unpaid time off. However, an employee's accrued paid leave will be applied at the same time. After the exhaustion of paid leave, the remaining leave period will be unpaid. The employee's health insurance coverage continues while on FMLA as if the employee had continued to work. In all other situations, the employee's health insurance coverage continues in compliance with the applicable federal or state law during a family and medical leave of absence.

ARTICLE 15 - SICK LEAVE

15.1. Accumulation: After an employee has completed three (3) full months of employment, he/she shall be credited with twenty-four (24) hours of sick leave time. Thereafter, the employee shall continue to accrue sick leave at the rate of eight (8) hours for each full calendar month of active employment, provided the employee performs work during the month. Sick leave is provided by the County to cover "sickness" and is not to be used as a supplement for vacation. Sick leave may be taken only for the purposes specified in Section 15.2 hereof.

15.2. Utilization of Sick Leave: Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of:

- A. Illness.
- B. Injury.
- C. Pregnancy.
- D. Necessary medical or dental care.

- E. Quarantine – exposure to contagious disease which will endanger the health of the employee if he/she continues to work or the health of those who associate with him/her.
- F. Serious illness in the employee’s immediate family, which shall be defined to include the employee’s mother, father, spouse, same-sex domestic partner, sister, brother, children, stepchildren, stepparents, and grandparents, or any relative residing in the employee’s immediate household. This does not provide extended household or child care. A maximum of five (5) days’ absence shall be allowed for each such serious illness.
- G. As provided for and allowed pursuant to the Oregon and Federal Family Medical Leave and Oregon Sick Time laws.

15.3: An employee shall not be required to furnish a medical certificate to substantiate a request for sick leave of three (3) days or less, except in cases of suspected abuse. Unless otherwise required by law, an employee shall be required to furnish a medical certificate for absences of more than three (3) consecutive days, except that this requirement may be waived by the County in individual cases. If a health care provider was not consulted, a signed statement from the employee giving the reasons for the absence and the reasons for not having a health care provider’s statement may be accepted as supporting evidence by the Sheriff or designee. Proven abuse or misuse of sick leave may subject an employee to discipline, up to and including discharge.

15.4: No employee shall be entitled to sick leave pay while absent from duty due to the following causes (unless otherwise required by law):

- A. Disability arising from any sickness or injury purposely inflicted.
- B. Sickness or disability sustained while on leave of absence without pay.
- C. Inability to properly perform required duties because of intoxication.
- D. Injury or illness for which the employee is eligible for industrial insurance benefits from an employer other than the County.

15.5: In the event an employee suffers from illness or injury and is unable to perform his/her duties, he/she shall notify his/her supervisor of his/her expected absence and the expected length thereof prior to the start of his/her regular work shift.

15.6. Integration with Workers’ Compensation: When an injury occurs in the course of employment, the injured employee may utilize accrued sick leave to receive the difference between payments received under workers’ compensation and his/her regular salary. In such instances, prorated charges will be made against the employee’s accrued sick leave.

15.7: Sick leave is provided by the County solely in the nature of insurance against loss of income due to “sickness,” as defined above. Except as allowed by ORS 238, et seq., (PERS) and Section 15.8 below, no compensation for accrued sick leave shall be provided for any employee upon his/her death or termination of employment, for whatever reason. Sick leave shall not accrue during any period of layoff or leave of absence, except for a leave of absence required by the County for job-related educational or training purposes.

15.8: Upon the service or disability retirement of an employee, all of the retiring employee’s accumulated sick leave shall be reported to the Public Employees Retirement System, and, pursuant to procedures of the PERS, taken into account in determining the employee’s retirement benefits.

15.9: Sick Leave during FMLA or OFLA leave. An employee must use accrued sick leave when the employee is on FMLA and/or OFLA leave due to his/her own serious health condition.

ARTICLE 16 - OTHER LEAVES OF ABSENCE

16.1. Compassionate Leave: An employee will be granted a compassion leave, with pay, for work time lost in the event of a death in the employee's immediate family. Paid time off granted shall be up to a maximum of forty (40) hours. Compassionate leave shall be granted for each death in the employee's immediate family. Immediate family shall include the employee's mother, father, spouse, same-gender domestic partner, sister, brother, children, stepchildren, stepparents, grandparents, mother-in-law, father-in-law and grandchildren, or any relative residing in the employee's immediate household. Compassionate leave shall run in concurrence with OFLA.

16.2. Leave of Absence: After completion of his/her probationary period, a leave of absence without pay for a limited period not to exceed thirty (30) calendar days may be granted an employee for job-related educational or training purposes or for other reasons satisfactory to the County where, in the judgment of the Sheriff, the work of the Sheriff's Office would not be seriously handicapped by the temporary absence of the employee requesting such leave. Any such leave must be requested in writing and must be approved by the Sheriff and the Board of Commissioners. At the discretion of the County, upon further written request by the affected employee, such leave may be renewed or extended for any reasonable period.

16.3. Military Leave: Military leave shall be granted in accordance with State and Federal law.

ARTICLE 17 - INSURANCE AND RETIREMENT

17.1. Health and Welfare:

- A. The County will make available the health insurance plan in place as of the execution of this Agreement or reasonably comparable medical, vision and prescription insurance to bargaining unit employees and their eligible dependents through the remaining term of this Agreement.
- B. Effective on January 1 of each year of this agreement, the County will adjust its contribution in an amount equal to ninety-five percent (95%) of the total premium cost in effect on those dates.
- C. In the event that any of the insurance coverage provided shall have a net premium in an amount per covered employee greater than the applicable basic County contribution, then the individual employee shall be responsible for paying any such difference and the County is hereby authorized to advance such sums for the express purpose of premium payment and then to make automatic payroll deductions from the earnings of any and all covered employees for reimbursement to the County of any such amount advanced. Where the condition of the insurance contract calls for premium payment before the covered month has ended, should an employee not remain on the payroll for the entire calendar month, the employee is automatically liable to the County for any such amounts advanced and the County is hereby authorized to deduct such amounts from the earnings of the employee.

- D. Bargaining unit employees will be allowed to participate in a Section 125 Plan offered by the County to pay any insurance premium amounts for which they are responsible, as well as for other eligible medical and/or dependent care expenses.
- E. Effective January 1, 2020, the County will make the following vision plan available to employees.

17.2. Dental Insurance: The County agrees to make available through the term of this Agreement for all regular employees who are covered by this Agreement and who qualify under the terms of the program the dental insurance coverage currently in place for all County employees (or comparable coverage). The County will contribute up to 100% of the employee only rate per month and ninety-five percent (95%) of dependent coverage towards the premium cost of such dental insurance.

17.3. Long-Term Disability Insurance: The County shall continue to provide a long-term disability insurance program for all employees who are covered by this Agreement and who qualify under the terms of such program.

17.4. Liability Insurance: The County agrees to adequately insure all employees in the bargaining unit against claims by third persons for personal injury or property damage resulting from the performance of an employee, including the use or operation of vehicles or equipment of the County, while engaged in the regular course of assigned duties.

17.5. Retirement:

- A. The County agrees to continue participation in the Public Employees Retirement System (PERS), and/or the Oregon Public Service Retirement Plan (OPSRP), whichever is applicable, subject to the terms and conditions thereof. The County agrees to pay the employee contribution in the amount of six (6) percent of the employee's gross salary.
- B. The "pick up" or contribution payment of employee member monthly contributions to the PERS/OPSRP system shall continue for the life of this Agreement.
- C. The full amount of required employee contributions "picked up" or paid by the County on behalf of employees pursuant to this Agreement shall be considered as "salary" (within the meaning of ORS 238.005) for the purposes of computing an employee member's "final average salary" within the meaning of ORS 238.005 but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed under the PERS/OPSRP plans. Such "picked up" or paid employee contributions shall be credited to employee accounts and shall be considered to be employee contributions for the purposes of ORS Chapter 238 and ORS Chapter 238A.

17.6. Life Insurance: The County shall pay the premium for present levels of life insurance coverage throughout the term of this Agreement.

ARTICLE 18 - TRAINING AND CERTIFICATION

18.1. Training: Ongoing schooling, training, and professional improvement are recognized as essential elements in maintaining and upgrading the duties and services of the Sheriff's Office. Both the Sheriff and each individual employee are expected to work towards furtherance of this goal.

- A. All requests for approval of schooling or training classes shall be made in writing, and the Sheriff or designee shall respond in writing, either granting approval or denying the request, and setting forth the reasons for any denial. This response shall be returned to the employee within fourteen (14) calendar days of the receipt of the request by the employee's supervisor.
- B. Each employee, without cost to the employee, will be provided the opportunity to meet the DPSST requirements of his/her position as a deputy or dispatcher.
- C. When an authorized school or training class is attended during regularly scheduled work hours, the employee will be compensated at his/her regular rate of pay.
- D. When the employee attends an authorized school or training course on his/her regularly scheduled day(s) off, such attendance will not be considered hours worked and will not be compensated unless any of the following are applicable: his/her attendance was required by the Sheriff or designee, or the training is directly related to the employee's job (other than specialized or follow-up training required by law or ordinance for certification) and is approved by the employee's supervisor. In the event the training is to be compensated, the employee will be compensated at the appropriate regular or overtime rate of pay. When an employee is attending school at the DPSST Academy, he/she shall be compensated as a regularly scheduled workday.

18.2. Tuition Reimbursement: For the purpose of encouraging employees to pursue appropriate formal education, the County shall reimburse employees for educational training courses taken with written approval of the Sheriff, pursuant to the following qualifications:

- A. Only regular employees who have been so employed for at least one (1) year will be eligible for reimbursement.
- B. Requests for approval shall be submitted to the Sheriff no later than June 1st for any course of study that will begin during the following fiscal year (July 1 to June 30). All requests shall be in writing and include the following information: (1) the name of the institution providing the course; (2) the name of the course(s) for which the employee is seeking reimbursement; and (3) a brief written statement of the course(s) relevance to the employee's position.
- C. Reimbursement expenses shall be restricted to tuition, course fees and required textbooks, and no more than nine (9) hours of credit may qualify for payment under this plan in any given quarter.
- D. To obtain reimbursement, the course must be taken from a recognized and accredited school.
- E. Reimbursement shall be conditioned upon presentation of evidence to substantiate the expense and evidence of a "pass" or "C" grade or better.

18.3. Fitness Incentive: The County will provide a wellness program open to all employees, such as Healthy Benefits, so long as available through medical and hospital insurance. The Sheriff encourages active participation in wellness activities by all employees. If adequate space is available at the discretion of the County, employees may supply fitness equipment for working out on the employee's own time. Employees will assume full responsibility for maintaining any fitness equipment, and will hold the County harmless from any liability as a result of their use of the equipment for working out in the facility. Employees

ARTICLE 21 - CLOSING

21.1. Savings Clause: Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.


21.2. Funding: The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are therefore contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests pursuant to established budget procedures.

21.3. Entire Agreement: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationships with the County shall be governed by the Rules and Regulations of the Wasco County Civil Service Commission and by the Wasco County Personnel Ordinance. Except as otherwise provided by this agreement, the County and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 22 - TERM AND TERMINATION

This Agreement shall be effective as of its execution, and shall remain in full force and effect through June 30, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) calendar days prior to the expiration or subsequent anniversary date that it wishes to modify this Agreement for any reason. In the event such notice is given, negotiations shall begin not later than thirty (30) calendar days after said notice. This Agreement shall remain in full force and effect during the period of negotiations.

WASCO COUNTY DEPUTY SHERIFFS
ASSOCIATION



Kyle VeraCruz WCLEA President

WASCO COUNTY

Steve Kramer, County Commissioner


Katelyn Bailey, WCLEA Vice President

Scott Hege, County Commissioner

Phil Brady, County Commissioner

WASCO COUNTY SHERIFF'S OFFICE

By: _____
Lane Magill, Sheriff

Date: _____

Date: _____

WCLEA-Efft. July 1, 2024	Monthly	1	Inter.	Advanced	Step 2	Inter.	Advanced
911 Dispatcher	I	\$ 4,205.92	\$ 4,311.07	\$ 4,416.00	\$ 4,311.08	\$ 4,418.86	\$ 4,527.00
Deputy Sheriff	M	\$ 5,283.55	\$ 5,415.64	\$ 5,547.73	\$ 5,415.62	\$ 5,551.01	\$ 5,686.40
	Hourly						
	I	\$ 24.26	\$ 24.87	\$ 25.48	\$ 24.87	\$ 25.49	\$ 26.12
	M	\$ 30.48	\$ 31.24	\$ 32.01	\$ 31.24	\$ 32.03	\$ 32.81

WCLEA-Efft. July 1, 2025	Monthly	1	Inter.	Advanced	Step 2	Inter.	Advanced
911 Dispatcher	I	\$ 4,416.22	\$ 4,526.63	\$ 4,637.03	\$ 4,526.63	\$ 4,639.80	\$ 4,752.96
Deputy Sheriff	M	\$ 5,547.73	\$ 5,686.42	\$ 5,825.12	\$ 5,686.40	\$ 5,828.56	\$ 5,970.72
	Hourly						
	I	\$ 25.48	\$ 26.12	\$ 26.75	\$ 26.12	\$ 26.77	\$ 27.42
	M	\$ 32.01	\$ 32.81	\$ 33.61	\$ 32.81	\$ 33.63	\$ 34.45

WCLEA-Efft. July 1, 2026	Monthly	1	Inter.	Advanced	Step 2	Inter.	Advanced
911 Dispatcher	I	\$ 4,637.03	\$ 4,752.96	\$ 4,868.88	\$ 4,752.96	\$ 4,871.78	\$ 4,990.61
Deputy Sheriff	M	\$ 5,825.12	\$ 5,970.75	\$ 6,116.38	\$ 5,970.72	\$ 6,119.99	\$ 6,269.26
	Hourly						
	I	\$ 26.75	\$ 27.42	\$ 28.09	\$ 27.42	\$ 28.11	\$ 28.79
	M	\$ 33.61	\$ 34.45	\$ 35.29	\$ 34.45	\$ 35.31	\$ 36.17

WCLEA 7.1.2024 through June 30, 2027 Wage Scale

Step 3	Inter.	Advanced	Step 4	Inter.	Advanced	Step 5	Inter.	Advanced
\$ 4,418.85	\$ 4,529.32	\$ 4,640.00	\$ 4,529.33	\$ 4,642.56	\$ 4,756.00	\$ 4,642.56	\$ 4,758.62	\$ 4,875.00
\$ 5,551.01	\$ 5,689.79	\$ 5,828.56	\$ 5,689.79	\$ 5,832.03	\$ 5,974.28	\$ 5,832.04	\$ 5,977.84	\$ 6,123.64

\$ 25.49	\$ 26.13	\$ 26.77	\$ 26.13	\$ 26.78	\$ 27.44	\$ 26.78	\$ 27.45	\$ 28.13
\$ 32.03	\$ 32.83	\$ 33.63	\$ 32.83	\$ 33.65	\$ 34.47	\$ 33.65	\$ 34.49	\$ 35.33

WCLEA 7.1.2024 through June 30, 2027 Wage Scale

Step 3	Inter.	Advanced	Step 4	Inter.	Advanced	Step 5	Inter.	Advanced
\$ 4,639.79	\$ 4,755.78	\$ 4,871.78	\$ 4,755.80	\$ 4,874.70	\$ 4,993.59	\$ 4,874.69	\$ 4,996.56	\$ 5,118.42
\$ 5,828.56	\$ 5,974.27	\$ 6,119.99	\$ 5,974.28	\$ 6,123.64	\$ 6,272.99	\$ 6,123.64	\$ 6,276.73	\$ 6,429.82

\$ 26.77	\$ 27.44	\$ 28.11	\$ 27.44	\$ 28.12	\$ 28.81	\$ 28.12	\$ 28.83	\$ 29.53
\$ 33.63	\$ 34.47	\$ 35.31	\$ 34.47	\$ 35.33	\$ 36.19	\$ 35.33	\$ 36.21	\$ 37.10

WCLEA 7.1.2024 through June 30, 2027 Wage Scale

Step 3	Inter.	Advanced	Step 4	Inter.	Advanced	Step 5	Inter.	Advanced
\$ 4,871.78	\$ 4,993.57	\$ 5,115.37	\$ 4,993.59	\$ 5,118.43	\$ 5,243.27	\$ 5,118.42	\$ 5,246.38	\$ 5,374.34
\$ 6,119.99	\$ 6,272.99	\$ 6,425.99	\$ 6,272.99	\$ 6,429.81	\$ 6,586.64	\$ 6,429.82	\$ 6,590.57	\$ 6,751.31

\$ 28.11	\$ 28.81	\$ 29.51	\$ 28.81	\$ 29.53	\$ 30.25	\$ 29.53	\$ 30.27	\$ 31.01
\$ 35.31	\$ 36.19	\$ 37.07	\$ 36.19	\$ 37.10	\$ 38.00	\$ 37.10	\$ 38.02	\$ 38.95

Step 6	Inter.	Advanced	Step 7	Inter.	Advanced	Step 8	Inter.	Advanced
\$ 4,758.62	\$ 4,877.59	\$ 4,997.00	\$ 4,877.59	\$ 4,999.53	\$ 5,121.00	\$ 4,999.53	\$ 5,124.52	\$ 5,250.00
\$ 5,977.84	\$ 6,127.29	\$ 6,276.73	\$ 6,127.28	\$ 6,280.46	\$ 6,433.64	\$ 6,280.46	\$ 6,437.47	\$ 6,594.48

\$ 27.45	\$ 28.14	\$ 28.83	\$ 28.14	\$ 28.84	\$ 29.54	\$ 28.84	\$ 29.56	\$ 30.29
\$ 34.49	\$ 35.35	\$ 36.21	\$ 35.35	\$ 36.23	\$ 37.12	\$ 36.23	\$ 37.14	\$ 38.05

Step 6	Inter.	Advanced	Step 7	Inter.	Advanced	Step 8	Inter.	Advanced
\$ 4,996.55	\$ 5,121.46	\$ 5,246.38	\$ 5,121.47	\$ 5,249.51	\$ 5,377.54	\$ 5,249.51	\$ 5,380.75	\$ 5,511.99
\$ 6,276.73	\$ 6,433.65	\$ 6,590.57	\$ 6,433.64	\$ 6,594.48	\$ 6,755.32	\$ 6,594.48	\$ 6,759.34	\$ 6,924.20

\$ 28.83	\$ 29.55	\$ 30.27	\$ 29.55	\$ 30.29	\$ 31.02	\$ 30.29	\$ 31.04	\$ 31.80
\$ 36.21	\$ 37.12	\$ 38.02	\$ 37.12	\$ 38.05	\$ 38.97	\$ 38.05	\$ 39.00	\$ 39.95

Step 6	Inter.	Advanced	Step 7	Inter.	Advanced	Step 8	Inter.	Advanced
\$ 5,246.38	\$ 5,377.54	\$ 5,508.70	\$ 5,377.54	\$ 5,511.98	\$ 5,646.42	\$ 5,511.99	\$ 5,649.79	\$ 5,787.59
\$ 6,590.57	\$ 6,755.33	\$ 6,920.10	\$ 6,755.32	\$ 6,924.20	\$ 7,093.09	\$ 6,924.20	\$ 7,097.31	\$ 7,270.41

\$ 30.27	\$ 31.02	\$ 31.78	\$ 31.02	\$ 31.80	\$ 32.58	\$ 31.80	\$ 32.59	\$ 33.39
\$ 38.02	\$ 38.97	\$ 39.92	\$ 38.97	\$ 39.95	\$ 40.92	\$ 39.95	\$ 40.95	\$ 41.94

Step 9	Inter.	Advanced	Step 10	Inter.	Advanced
\$ 5,124.54	\$ 5,252.65	\$ 5,381.00	\$ 5,252.63	\$ 5,383.95	\$ 5,515.00
\$ 6,437.49	\$ 6,598.43	\$ 6,759.36	\$ 6,598.40	\$ 6,763.36	\$ 6,928.32

\$ 29.56	\$ 30.30	\$ 31.04	\$ 30.30	\$ 31.06	\$ 31.82
\$ 37.14	\$ 38.07	\$ 39.00	\$ 38.07	\$ 39.02	\$ 39.97

Step 9	Inter.	Advanced	Step 10	Inter.	Advanced
\$ 5,380.77	\$ 5,515.29	\$ 5,650.00	\$ 5,515.26	\$ 5,653.14	\$ 5,791.00
\$ 6,759.36	\$ 6,928.34	\$ 7,097.33	\$ 6,928.32	\$ 7,101.53	\$ 7,274.74

\$ 31.04	\$ 31.82	\$ 32.60	\$ 31.82	\$ 32.61	\$ 33.41
\$ 39.00	\$ 39.97	\$ 40.95	\$ 39.97	\$ 40.97	\$ 41.97

Step 9	Inter.	Advanced	Step 10	Inter.	Advanced
\$ 5,649.81	\$ 5,791.06	\$ 5,932.30	\$ 5,791.02	\$ 5,935.80	\$ 6,080.57
\$ 7,097.33	\$ 7,274.76	\$ 7,452.20	\$ 7,274.74	\$ 7,456.61	\$ 7,638.48

\$ 32.60	\$ 33.41	\$ 34.22	\$ 33.41	\$ 34.25	\$ 35.08
\$ 40.95	\$ 41.97	\$ 42.99	\$ 41.97	\$ 43.02	\$ 44.07



MOTION

SUBJECT: WCLEA Agreement Motion

I move to approve the Collective Bargaining Agreement between Wasco County, Oregon and the Wasco County Law Enforcement Association effective through June 30, 2027.

The Dufur Volunteer Ambulance would like to re-apply to the state for a waiver to the following OAR:

333-255-0070

(3) A licensed ground ambulance shall have at a minimum:

(a) If providing basic life support:

(A) One qualified driver that meets the requirements specified in OAR 333-250-0270(6), and one EMT or above or an ambulance-based clinician; or

(B) Two EMS providers, one of which must be an EMT or above, or two ambulance-based clinicians.

(b) If providing advanced life support, one EMT or above and one AEMT, EMT-Intermediate, Paramedic or ambulance-based clinician.

This waiver allows us to respond with a driver (who is not an EMT) and an AEMT, EMT-I or a Paramedic. Four of our eleven EMS personnel are EMT-I or Paramedics, and we have a few EMT's who would like to take an AEMT or EMT-I class when one is offered, which would increase our percentage of higher level personnel. Under Oregon rules, if an AEMT, EMT-I, or Paramedic responded to the station with a driver, they could not run the call, they would have to sit there and either wait for another EMT to arrive, or contact dispatch and say we do not have a crew and make another agency take the call. This is not only impractical, but is an added burden to our neighboring agencies, and a disservice to our community.

We received this waiver last year in May, and it has to be re-submitted annually. So far since last May, we have used the exception on almost 4% of our calls, and there is a potential to need it much more.

In order to obtain this waiver we have to have written approval by our physician advisor and the county commissioners.

We are requesting your approval stating you do not object to these waivers. Thank you for considering this,

Sarah Smith
Dufur EMS Chief



Amy K. Forrest DO EMS Supervising Physician Dufur EMS

This letter is in response to Dufur Volunteer Ambulance's request that was emailed to me, their physician advisor, Dr. Amy Forrest, on 3/18/2024. I was notified of Dufur Volunteer Ambulance's reduced staffing and inability to meet the minimum staffing requirements of OAR 333-255-0070 (3). I have reviewed the matter and do not object to the reduced staffing per OAR 333-255-0070 (4) as long as the Dufur Volunteer Ambulance service follows the provisions of the Oregon Administrative Rule. Thank you for your attention to this matter.

Sincerely,

Amy Forrest DO



BOARD OF COUNTY COMMISSIONERS

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

Pioneering pathways to prosperity.

To Whom It May Concern

April 17, 2024

Re: Dufur Volunteer Ambulance Waiver Request for Reduced Staffing

Rural Wasco County relies on the trained, dedicated citizens staffing volunteer ambulance services. Their fast and efficient response to emergency calls can mean the difference between life and death. We have been presented with compelling reasons supporting a waiver of the minimum staffing requirements outlined in OAR 333-255-0070 (3) which does not allow a paramedic or EMT-1 to respond with only a certified driver.

We support Dufur Volunteer Ambulance's Waiver request for Reduced Staffing under OAR 333-255-0700 (4) with the expectation that they follow the provisions of the Oregon Administrative Rule.

Thank you for your consideration.

Wasco County Board of Commissioners

Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



EMERGENCY MANAGEMENT

511 Washington Street, Suite 102 • The Dalles, OR 97058

p: [541] 506-2790 • f: [541] 506-2791 • www.co.wasco.or.us

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

Resilience Hubs and Networks Grant application

The Resilience Hubs and Networks Grant was funded by the Oregon State Legislature through House Bill 3409 Section 86 and its purpose is to support the needs of community members or tribal communities, facilitates gathering and communication, distributes resources and otherwise enhances quality of life within a community. Oregon Department of Human Services (ODHS) received 10 million dollars for Resilience Hubs and Networks and is now soliciting for applications.

Wasco County Emergency Management is currently using a 2003 Chevy Silverado 2500 for supporting Wasco County and its communities. This vehicle is primarily used for Outreach activities, supporting response agencies during disasters, exercises, setting up shelters during incidents, supporting Oregon Counties during their incidents and moving heavy equipment as needed during such events. Due to this work, Emergency Management heavily using the vehicle for these activities. Unfortunately due to the age of the vehicle, it has very low gas mileage (10 miles and less a gallon), no warranty and due to its age pulling large loads puts a heavy strain on the engine thereby limiting its service life even more. With Gas prizes being so high, the fuel coast of the vehicle is putting a heavy strain on the EM Budget.

Wasco County Emergency Management would like to apply for the grant to replace the existing vehicle with a Hybrid or Gas trucks that is more environmentally friendly, is able to pull loads up to 10,000 lbs and has a minimum combined mileage of 20 mph. Wasco EM is in the process of soliciting quotes from local dealers. Please see attached Vehicle Bid solicitation (Enclosure 1).

Respectfully,


Sheridan McClellan, Emergency Manager
Wasco County Emergency Management
Email: sheridanm@co.wasco.or.us
Phone: 541-506- 2790

Enclosure 1 – Vehicle Bid Solicitation


EMERGENCY MANAGEMENT

511 Washington Street, Suite 102 • The Dalles, OR 97058

p: [541] 506-2790 • f: [541] 506-2791 • www.co.wasco.or.us

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Dear Proprietor or Designee

The Wasco County Emergency Management Department is soliciting quotes for the purchase of one Hybrid or Gas Pickup Truck ½ Ton or ¾ Ton in a 4x4 configuration. The following specifications are being requested with the purchase:

SPECIFICATIONS

One Hybrid or Gas Pickup Truck ½ Ton or ¾ Ton in a 4x4 configuration and able to pull a minimum of 9000 lbs. This vehicle must also have a minimum combined 20 mpg for city/hwy.

Bidder shall check the yes box if they comply or the no box if they are taking exception to that line item. All exceptions must be clearly explained in the bid materials. This page must be submitted along with the Bid Form.

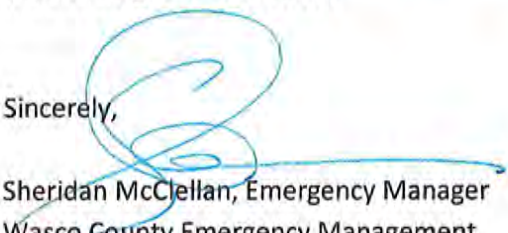
	COMPLIANCE	
	YES	NO
4X4		
Able to pull 9000 lbs		
Minimum of 20 mpg for city/hwy		
½ Ton or ¾ Ton (specify)		
Gas or Hybrid (specify)		
No chrome tires or bumpers		
Dark Car Feature		
Switchable Red/White Lighting in Cargo Area		
Pickup Box Cover – Hard Folding (lockable)		
Tailgate lockable		
Bed liner – tough Bed Spray in		
Rear under seat storage (lockable)		
MAX Trailer Tow Package		
All-Weather Floor liner package (no carpet)		
Off Road Package		
Skid Plates		
Remote Keyless-Entry Key Fob		
Privacy Windows		
Remote Start		
Front Tow Hook		
Power hookup capability cargo and cabin		
Infotainment screen minimum 7 inch		
Running Board (black)		
Wheel well liner		
Super Cab		

Dashcam capability		
Color Silver, White or Carbonized Grey		

Please include in your quote; registration fees, E-plates, and destination shipping to The Dalles, Oregon.
Please note that the vehicle must be able to be delivered no later than September 30th 2024.

Should you desire to submit a quote; please do so by 5:00 p.m., Thursday April 11th, 2024. Please submit your quote to sheridanm@co.wasco.or.us . Any further questions may be directed to Sheridan McClellan @ 541-980-0200.

Sincerely,



Sheridan McClellan, Emergency Manager
Wasco County Emergency Management
Email: sheridanm@co.wasco.or.us
Phone: 541-506- 2790



EMERGENCY MANAGEMENT

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Board of County Commissioners
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Resilience Hubs and Networks Grant application

The Resilience Hubs and Networks Grant was funded by the Oregon State Legislature through House Bill 3409 Section 86 and its purpose is to support the needs of community members or tribal communities, facilitates gathering and communication, distributes resources and otherwise enhances quality of life within a community. Oregon Department of Human Services (ODHS) received 10 million dollars for Resilience Hubs and Networks and is now soliciting for applications.

Wasco County Emergency Management is working with Wasco County Facilities in upgrading the Wasco County Fairgrounds with improving buildings with insulation, heat, AC and an emergency generator that will provide shelter for approximately 170 people as identified in the Red Cross memo dated Jan 26, 2023 (Enclosure 1). ODHS, through the Resilience Grant is offering Shelter packages that could multiply the amount of shelter capability that Wasco County could provide during a Disaster. The Type 1 package would offer an additional shelter and support equipment for an additional 250 people.

Wasco County Fairgrounds is an essential part of the preparedness, response and recovery phases of Emergency Management. It is the primary shelter location for all of South County and the secondary location for The Dalles. According to Red Cross, the fairgrounds is a designated Red Cross shelter. The Red Cross is also discussing moving one of their equipment/supply trailers permanently to this location due to its strategic location. The Fairgrounds are also a reunification site location for both Dufur School District #29 and Maupin School District #1, in case of an active shooter event or other incidents that requires the evacuation of the schools.

The Wasco County Fairgrounds has benefited the State and the Federal government in several instances. It has been continuously used as an Incident Command Post and Fire Camp for both State and Federal Wildfire Teams. Every Year a Command team and support of 1000 + wildfire responders have used the facilities due to its strategic location and support capabilities. The fairgrounds has in the past hosted over 4,000 people in tents and RV overnight and could have the capability for more if the infrastructure are upgraded.

The location is also very important to the state for a Cascadia type event. The fairgrounds are located on the Hwy 197/216 corridor and near Hwy 26, which is one of the main routes to bring in relief supplies from the Bend Hub during large natural disasters that would affect the state. It would also serve as one of the main shelter areas for displaced people from the Cascadia event.

This Type 1 package from ODHS would improve the shelter capability that Wasco County would be able to provide its citizens and other displaced people during a Cascadia event and could be designated as one of the primary shelter location in the State if such an event would occur.

Respectfully,



Sheridan-McClellan, Emergency Manager
Wasco County Emergency Management
Email: sheridanm@co.wasco.or.us
Phone: 541-506- 2790

Enclosure 1 – Shelter package information from ODHS
Enclosure 2 – Red Cross Memo

Resource Items	Deployable Resilience Hubs*				Questions? Contact us at OREIMGrants@odhs.oregon.gov			
	Type 1 - 250 people	Type 2 - 200 people	Type 3 - 150 people	Type 4 - 100 people	Type 5 - 50 people	Cost	Cost	Cost
Box size and number	Three 40 foot conex box	Two 40 foot conex box	Two 40 foot conex box	One 40 foot conex box	One 20 foot conex box	\$16,000.00	\$16,000.00	\$8,000.00
General (anything attached or added to the conex box)	Carport Lock security box, (exterior) Cleaning and Insulation Fuel box	Carport Lock security box, (exterior) Cleaning and Insulation Fuel box	Carport Lock security box, (exterior) Cleaning and Insulation Fuel box	Carport Lock security box, (exterior) Cleaning and Insulation Fuel box	Lock security box, (exterior) Cleaning and Insulation Fuel box	\$4,700.00	\$4,700.00	\$2,700.00
Shelving	15 x shelving kits (\$3000)	10 x shelving kits (\$2000)	10 x shelving kits (\$2000)	10 x shelving kits (\$2000)	5 x Shelving kits hardware and straps	\$3,000.00	\$2,000.00	\$1,000.00
Electrical (installation)	Electrical panel (interior) Conduit and lines Weatherheads (electrical) 3 x Dual Fuel 9500 W	Electrical panel (interior) Conduit and lines Weatherheads (electrical) 3 x Dual Fuel 9500 W	Electrical panel (interior) Conduit and lines Weatherheads (electrical) 3 x Dual Fuel 9500 W	Electrical panel (interior) Conduit and lines Weatherheads (electrical) 3 x Dual Fuel 9500 W	Electrical panel (interior) Conduit and lines Weatherheads (electrical) 3 x Dual Fuel 9500 W	\$6,500.00	\$4,500.00	\$3,500.00
Generators	3 x Dual Fuel 9500 W	3 x Dual Fuel 9500 W	3 x Dual Fuel 9500 W	3 x Dual Fuel 9500 W	3 x Dual Fuel 9500 W	\$3,000.00	\$2,000.00	\$2,000.00
Solar	2 x Portable Power Supply Solar Panels	2 x Portable Power Supply Solar Panels	2 x Portable Power Supply Solar Panels	2 x Portable Power Supply Solar Panels	Portable Power Supply Solar Panels	\$2,400.00	\$2,400.00	\$1,200.00
Tents	field deployable, MC Tents Canopies	field deployable, MC tents Canopies	field deployable, MC tents Canopies	field deployable, MC tents Canopies	field deployable, MC tents Canopies	\$5,000.00	\$5,000.00	\$3,500.00
Water (Storage)	Four Pallets - gal bottles Cameras 15 x locks Two Pallets Radios See detail worksheet	Three Pallets - gal bottles Cameras 10 x locks Two Pallets Radios See detail worksheet	Two Pallets - gal bottles Cameras 10 x locks Two Pallets Radios See detail worksheet	Two Pallets - gal bottles Cameras 10 x locks Two Pallets Radios See detail worksheet	One pallet - gallon bottles Cameras 5 x Locks One pallet Radios See detail worksheet	\$4,000.00	\$3,000.00	\$1,000.00
Security	Four Pallets - gal bottles Cameras 15 x locks Two Pallets Radios See detail worksheet	Three Pallets - gal bottles Cameras 10 x locks Two Pallets Radios See detail worksheet	Two Pallets - gal bottles Cameras 10 x locks Two Pallets Radios See detail worksheet	Two Pallets - gal bottles Cameras 10 x locks Two Pallets Radios See detail worksheet	One pallet - gallon bottles Cameras 5 x Locks One pallet Radios See detail worksheet	\$4,000.00	\$3,000.00	\$1,000.00
Food	Four Pallets - gal bottles Cameras 15 x locks Two Pallets Radios See detail worksheet	Three Pallets - gal bottles Cameras 10 x locks Two Pallets Radios See detail worksheet	Two Pallets - gal bottles Cameras 10 x locks Two Pallets Radios See detail worksheet	Two Pallets - gal bottles Cameras 10 x locks Two Pallets Radios See detail worksheet	One pallet - gallon bottles Cameras 5 x Locks One pallet Radios See detail worksheet	\$4,000.00	\$3,000.00	\$1,000.00
Communications (radio)	Four Pallets - gal bottles Cameras 15 x locks Two Pallets Radios See detail worksheet	Three Pallets - gal bottles Cameras 10 x locks Two Pallets Radios See detail worksheet	Two Pallets - gal bottles Cameras 10 x locks Two Pallets Radios See detail worksheet	Two Pallets - gal bottles Cameras 10 x locks Two Pallets Radios See detail worksheet	One pallet - gallon bottles Cameras 5 x Locks One pallet Radios See detail worksheet	\$4,000.00	\$3,000.00	\$1,000.00
Information Tech	Satellite broadband, cellular communication, networking switch and box 3 x Dehumidifier Propane (500 gal fixed tank) Gravel pad electrical	Satellite broadband, cellular communication, networking switch and box 3 x Dehumidifier Propane (500 gal fixed tank) Gravel pad electrical	Satellite broadband, cellular communication, networking switch and box 3 x Dehumidifier Propane (500 gal fixed tank) Gravel pad electrical	Satellite broadband, cellular communication, networking switch and box 3 x Dehumidifier Propane (500 gal fixed tank) Gravel pad electrical	Satellite broadband, cellular communication, networking switch and box 3 x Dehumidifier Propane (500 gal fixed tank) Gravel pad electrical	\$2,800.00	\$2,800.00	\$2,800.00
Climate Control	3 x Dehumidifier Propane (500 gal fixed tank) Gravel pad electrical	3 x Dehumidifier Propane (500 gal fixed tank) Gravel pad electrical	3 x Dehumidifier Propane (500 gal fixed tank) Gravel pad electrical	3 x Dehumidifier Propane (500 gal fixed tank) Gravel pad electrical	3 x Dehumidifier Propane (500 gal fixed tank) Gravel pad electrical	\$1,500.00	\$1,000.00	\$500.00
Fuel	Propane (500 gal fixed tank) Gravel pad electrical	Propane (500 gal fixed tank) Gravel pad electrical	Propane (500 gal fixed tank) Gravel pad electrical	Propane (500 gal fixed tank) Gravel pad electrical	Propane (500 gal fixed tank) Gravel pad electrical	\$3,000.00	\$3,000.00	\$300.00
Site Improvements	Gravel pad electrical	Gravel pad electrical	Gravel pad electrical	Gravel pad electrical	Gravel pad electrical	\$5,000.00	\$5,000.00	\$5,000.00
Sanitation (infrastructure)	1x 1,500 gallon sanitation tank 2x head Sanitation shed Handwashing station	1x 1,500 gallon sanitation tank 2x head Sanitation shed Handwashing station	1x 1,500 gallon sanitation tank 2x head Sanitation shed Handwashing station	1x 1,500 gallon sanitation tank 2x head Sanitation shed Handwashing station	1x 1,500 gallon sanitation tank 2x head Sanitation shed Handwashing station	\$2,500.00	\$2,500.00	\$2,500.00
Sanitation (equipment)	1x 1,500 gallon sanitation tank 2x head Sanitation shed Handwashing station	1x 1,500 gallon sanitation tank 2x head Sanitation shed Handwashing station	1x 1,500 gallon sanitation tank 2x head Sanitation shed Handwashing station	1x 1,500 gallon sanitation tank 2x head Sanitation shed Handwashing station	1x 1,500 gallon sanitation tank 2x head Sanitation shed Handwashing station	\$400.00	\$400.00	\$400.00
Sanitation (Shower, hand washing)	Sanitation shed Handwashing station	Sanitation shed Handwashing station	Sanitation shed Handwashing station	Sanitation shed Handwashing station	Sanitation shed Handwashing station	\$7,400.00	\$7,400.00	\$7,400.00
Sanitation (water storage)	Handwashing station	Handwashing station	Handwashing station	Handwashing station	Handwashing station	\$2,000.00	\$2,000.00	\$2,000.00
Miscellaneous First aid, electrical cords, other)	Rain water storage system General equipment and supplies	Rain water storage system General equipment and supplies	Rain water storage system General equipment and supplies	Rain water storage system General equipment and supplies	Rain water storage system General equipment and supplies	\$600.00	\$600.00	\$600.00
Hub Totals	\$110,939.00	\$91,160.00	\$87,160.00	\$87,160.00	\$45,860.00	\$45,860.00	\$45,860.00	\$45,860.00
10% Contingency per Type for siting considerations	\$11,093.90	\$9,116.00	\$8,716.00	\$8,716.00	\$4,586.00	\$4,586.00	\$4,586.00	\$4,586.00
Total Estimated Costs	Type 1 \$122,032.90	Type 2 \$100,276.00	Type 3 \$95,876.00	Type 4 \$95,876.00	Type 5 \$50,446.00	\$122,032.90	\$95,876.00	\$50,446.00

*These packages are also available with out the conex box, General (anything attached or added to the conex box), shelving and electrical.



**American
Red Cross**

Central and Eastern OR Chapter
815 SW Bond St. #110
Bend, OR 97702
Phone: (541) 640-2484
<https://www.redcross.org/local/or/region.html>

January 26, 2023

Patricia Smith
Disaster Program Manager
American Red Cross
815 SW Bond St. #110
Bend, OR 97702

To Sheridan McClellan,

Thank you for the invitation to tour the Tygh Valley Fairgrounds. Red Cross fully supports your efforts to retrofit this facility to serve as an emergency evacuation and shelter location for Wasco County, and we look forward to working together further.

The buildings would be suitable for mass care and sheltering, following the additions we discussed (insulation, HVAC capabilities, etc.) Red Cross supports your efforts to enhance critical infrastructure at the location, such as additional sources of potable water. As you're aware, we cannot operate a shelter if power and water are unavailable at the location due to issues with sanitation, support for people who have access or functional needs, or use durable medical equipment.

The building dimensions and capability following retrofit are as follows, and are a rough estimate of potential capacity. They also are based on our current space requirements of 40 square feet per person, at this time. These requirements are subject to change.

Building 1 (main building): 50'x100' = approximately 125 beds
This building appears to be ADA accessible.

Building 2: 60'x30' = approximately 45 beds
This building appears to be ADA accessible.

Building 3 (exhibit building – "open class"): 80'x34' = approximately 60 beds
This building has an existing opportunity for 8 individual areas that could be curtained off for medical spaces, with additional space in the center for traditionally spaced beds.

Building 4 (exhibit building – "4H building"): 80'x40' = approximately 80 beds
This building would be useful for a feeding space, as it has existing counters to put food on, space for tables/chairs, and a sink at the back for hand washing.
Please feel free to contact me if I can be of further assistance on this project.

Building 5 ("fine arts/storage building"): 80'x38'

This building has an open footprint, and could be used for either additional sheltering capacity, or storage of supplies/space for things like refrigerators for medication, etc.

Dew Drop Inn: commercial kitchen with seating area for 15-20 people at a time. Also ADA accessible.

Both male and female restrooms are ADA accessible, and have shower facilities in each. If possible, making sure water heaters have an alternative power source would be beneficial.

Respectfully,

Patricia Smith

Patty Smith



SHERIFF'S OFFICE

511 Washington Street, Suite 102 • The Dalles, OR 97058

p: [541] 506-2790 • f: [541] 506-2791 • www.co.wasco.or.us

Pioneering pathways to prosperity.

March 28, 2024

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

Resilience Hubs and Networks Grant application

The Resilience Hubs and Networks Grant was funded by the Oregon State Legislature through House Bill 3409 Section 86 and its purpose is to support the needs of community members or tribal communities, facilitates gathering and communication, distributes resources and otherwise enhances quality of life within a community. Oregon Department of Human Services received 10 million dollars for Resilience Hubs and Networks and is now soliciting for applications.

The Wasco County Sheriff's Office is in need of approximately 20 new AED (Automatic External Defibrillators). The Sheriff's Office would like to take the opportunity in applying for the Resilience Grant to acquire AED's to equip patrol vehicles. This will give the Sheriff's Office the opportunity to integrate the cities and unincorporated area emergency services into one unified emergency response to cardiac emergencies (I.E. Cardiac Arrest). Having Patrol vehicles and Deputies equipped with this technology will allow the Sheriff's Office to provide a higher level of service to the rural communities and unincorporated areas of Wasco County. The vast majority of rural Wasco County are provided emergency services through Volunteerism, this can create issues in consistency of response. Cardiac emergencies are serious in nature and allowing the Sheriff's Office to respond with living saving AEDs will greatly increase the chances of survival of a cardiac emergency in Wasco County. In 2023, Wasco County had approximately 330 calls for service involving major cardiac events.

After careful consideration and with the consultation from Chief Deputy Williams, it was determined to include request letters of recommendation from various emergency services providers throughout the county (This is in process and will be attached to the final grant application). Quotes received have been attached to this memo as Enclosure 1.

Best Regards,

Trenton Mason
Patrol Deputy
Nationally Registered Emergency Medical Technician
Tactical Medicine Instructor
Email : Trentonm@co.wasco.or.us
Phone: 541 -604-9339

Enclosure 1 – Quotes for AED's

ENCLOSURE 1



Quotation

Quotation#: 03/26/2024

Account number:

BILL-TO

null

SHIP-TO

null

BEST WAY

Payment Terms:

Contact Name

Phone Number

Item	UOM	Description	List Price	Your Price	Qty	Total price	Exp. Date
861304-C03	EACH	HeartStart FRx Automated External Defibrillator with Hard Case	\$2,619.99	2619.99	18	47159.82	

List price Your Price: 47159.82

Comments:

Sales tax will be applied to customers who are not exempt.
Shipping charges will be prepaid and added to the invoice unless otherwise stated.
This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at www.boundtree.com, login and add to your
or call (800) 533-0523
fax (800) 257-5713

Bound Tree Medical | 5000 Tuttle Crossing Blvd., Dublin Ohio | Telephone 800.533-0523

Quotation

Quotation#:

03/26/2024

Account number:**BILL-TO**

null

SHIP-TO

null

BEST WAY

Payment Terms:

Contact Name

Phone Number

Item	UOM	Description	List Price	Your Price	Qty	Total price	Exp. Date
4620-10001	EACH	Physio-Control LIFEPAK 1000 AED, Recertified	\$2,049.99	2049.99	20	40999.8	

List price	Your Price:	40999.8
-------------------	--------------------	---------

Comments:

Sales tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at www.boundtree.com, login and add to your

or call (800) 533-0523

fax (800) 257-5713

Bound Tree Medical | 5000 Tuttle Crossing Blvd., Dublin Ohio| Telephone 800.533-0523

On-Farm Housing Rule Changes

Lesley Tamura

Columbia Gorge Fruit Growers

Tree Fruit Industry

- Tree fruit industry vital to history, culture and local economy
- Increasing costs - labor - make our continued ability to survive questionable
- Price Takers, not Price Makers
 - We DO NOT dictate prices for commodities
 - We CANNOT increase our income to cover increases in expenses
 - We CANNOT hold commodities until market improves
 - We accept what is offered, or we get nothing
- 297 consumer price \neq our income

On-Farm Housing

- Very little automation opportunities, large amount of hand labor
- Seasonal and year-round employees needed
- Providing housing necessary
 - Lack of short-term housing for seasonal work
 - High cost of housing for short and long-term employees
- $\frac{2}{3}$ ag labor housing in Oregon located in Hood River and Wasco Counties
- Benefits employers AND employees
- Cherry industry = short-term housing / Pear industry = year-round housing

Ag Labor Housing Rules

- Rule-making process 2018 - present
- Participation:
 - Meeting attendance
 - Verbal and written comments
 - Fiscal impact evidence
 - Housing tour
- Common Ground: health and safety focus
 - Carbon monoxide detectors
 - Maintaining reasonable temperature indoors
- Many other rules not based in health and safety, not reasonable, not OSHA's purview

Ag Labor Housing Rules

- Why can't we make some of these proposed changes?
 - Cost
 - No space available
 - County permits
- Special-interest groups say much stricter standards necessary to address sub-par housing
 - OSHA enforcement needed
 - Punishment for those already following rules

Goal posts are constantly moved

Ag Labor Housing Rules

- Largest Impact:
 - Increased square footage requirements
 - Increased toilets and showers
 - Laundry machines; separate machines for work and personal clothes
- Ag employees will come to Oregon with or without housing - where will they live?
 - Cars / Tents / Packed into motel rooms
- Are these options safer or healthier than what we currently provide?
- Regulations are critical for employee protection, but must be reasonable and realistic for those responsible for implementing them

How can you help?

- Publicly support growers that provide housing for both permanent and seasonal employees
 - Written comments to OSHA
 - Attend public comment meetings
 - Share your perspective on how reducing our ability to provide housing will impact people in this county

On-Farm Housing Rule Changes

Presented by Lesley Tamura

Wasco County Commissioners Meeting

April 17, 2024

ATTACHMENTS

1. Proposed Rule Change Chart: Graphic chart created by OR-OSHA to show the proposed rule changes and how much of an impact OR-OSHA believes they will have on housing operators.
2. Grower Letter: This letter was submitted to OR-OSHA in early January 2024. It includes a summary of our position regarding the proposed ALH rules and our feedback on specific rules. Over 100 local orchard operations signed this letter.
3. Fiscal Impact Evidence: ALH providers worked with Columbia Gorge Fruit Growers to respond to a request from OSHA for fiscal information on the proposed ALH rules. Several operations shared past receipts, quotes, and build plans in an effort to provide the agency with real-world fiscal impacts of what OSHA is considering. Included is spreadsheet showing a summary of the fiscal impact evidence submitted to OSHA (individual documents can be provided upon request). Please also note the dates of the documents, some are from years ago and therefore inflation over the years would need to be considered if the same work was being done today. While these documents do not necessarily show the exact same type of work that would be required if current draft rules are implemented, it gives a decent idea of the kind of costs associated with construction, remodeling, electrical work, having appliances installed (such as air conditioning systems), septic system work, etc.
 - You will notice that the orchards are listed by letter vs. name; this is to protect the privacy of the individual operations, as these documents are published publicly by OR-OSHA.
4. Housing Tour Agenda: We hosted a tour of three labor housing locations at cherry orchards in Wasco County where staff from OSHA, DCBS, Governor Kotek's office and special interest groups were invited to see the housing first-hand and discuss how the proposed rule changes would impact housing providers.

Low Impact

Low Cost
(~\$200 or less per
single occurrence)

- post H2O test results in native language
- add bunk ladders
- space heater notification
- improve language to repair or replace broken fixtures
- no toxic chems for insect/rodent control
- *60 Day Registration
- *remove "substantially in compliance"
- *Change to "No" instead of "substantially free" for weeds on grounds
- *provide recycling

Medium Cost
(~200-1,000 per
occurrence)

- 200' to privies
- Exhaust fans in addition to venting
- No curtains for toilet doors
- refrigerator @ 39 degrees (curr: 41)
- *5 air exchanges per hour in toilets

High Cost
(~\$1,000+ per
occurrence)

- 100 gallons of H2O pp/per day
- A/C in toilets
- Current year building code always

* may not be feasible or possible

Medium Impact

- Increased H2O testing frequency, w/arsenic and nitrates
- cleanable mattress covers
- define family unit or related

- provide portable water containers when no indoor plumbing
- lockable storage
- 21 sq. ft. of storage
- air purifiers in bedrooms
- *clear brush/weeds 100' from housing

- housing 1,000' from crops
- Recreation area 500' from fields
- 2 burners for 5 pp
- no bunk beds
- yearly Oregon OSHA inspection

High Impact

- carbon monoxide detector
- post directions to housing site w/in each unit

- provide adequate food storage area
- provide protected food storage area
- if <40 p.s.i, then install backflow prevention device
- by 2023, no cots

- require kitchens
- require adequate food prep area w/sink
- indoor kitchen in *new* housing units
- provide sinks in each living area
- enclose/insulate outdoor kitchens
- showers: 1 per 5 occupants
- private, locking changing rooms in showers
- do not count toilet sinks to req. minimum
- separate washer/dryer for work clothes only
- protect clothes lines from pesticide drift
- provide 1 sink per 2 toilets
- do not count portable toilets to req. minimum
- 1:8 toilets for each gender
- 100 sq. ft. per occupant, or 113 sq. ft. in studio living
- A/C, or cooling area for 100% occupant
- *40 p.s.i.

January 2, 2024

To: Sarah Rew, Agriculture Labor Housing Advisory Committee
Oregon OSHA
350 Winter Street NE
Salem, OR 97301-3882

To the members of the ALH Advisory Committee:

We, the undersigned, are tree fruit growers in the Mid-Columbia that provide on-farm employee housing and have been heavily involved in the OR-OSHA Rules Advisory Committee process for the proposed changes to Agricultural Labor Housing (ALH) rules.

We greatly value our employees and the work they do as an essential part of the food chain, growing and harvesting high-quality fruit that is enjoyed by people all over the world. Our local agricultural operations have provided on-farm housing for generations. This originated due to our industry's seasonal labor needs, but for many years it has been necessary for both seasonal and permanent employees.

For migrant employees that come for harvest season, there is no local opportunity for short-term, affordable housing. Having enough labor to harvest our crops in the short time we are allotted is crucial to the continued existence of our businesses, and our industry at large.

For permanent employees that live and work here year-round, their housing options outside of on-farm housing are also limited or completely unavailable. In the Mid-Columbia in particular, housing costs are pricing many people out of the area. In November 2023, the median price of a 3-bedroom house in Hood River County was \$682,000 and in Wasco County was \$410,000 (Rocket Homes Market Report). Opportunities for rental housing are often inadequate or unaffordable.

By providing housing to these employees and their families, we are able to maintain the workforce necessary to operate our businesses, as well as provide a stable living environment for them. Many of these families have lived much of their lives in our on-farm housing: their spouses often work at other local businesses, they have built support systems of extended family and friends, their children attend local schools, and they are an important part of our community.

Accepting some of the proposed changes to ALH rules would drastically reduce our housing capacity, and force us to displace **half to two-thirds** of our employees, if not close our housing outright. At a time when the cost of housing is becoming more unaffordable each year and the population of unhoused people in Oregon is at a crisis point, we should not be adding to this problem by forcing our employees onto the street with no viable alternative.

OSHA's purview is focused on employee health and safety, and we support the enforcement of rules that ensure the health and safety of our employees. For example, we propose that carbon monoxide detectors be installed in housing regardless of carbon monoxide sources being present rather than having our employees request them if needed. We also support rule changes that require annual nitrate testing of non-public water systems, providing and maintaining mattress covers to prevent exposure to insects and parasites, and properly marking pathways to housing sites for emergency service vehicles. These changes have clear health and safety implications and are reasonable regulations.

We also support the proposal that sleeping areas should be able to maintain a reasonable temperature. Due to the heat waves that have occurred during recent years, we believe that it is critical that our employees be able to sleep before returning to the physically-demanding work of harvest season. Working without adequate sleep leads to an increase in injuries and is a clear safety concern.

However, we cannot support regulatory changes that are not based in verified and scientifically-supported health and safety principles. A proposed requirement for hot water in portable handwashing stations is unnecessary and NOT supported by science: the Center for Disease Control and Prevention explicitly states that water temperature does not affect the result of handwashing. Warm and cool water remove the same number of germs from your hands when soap is used; to kill germs, water would need to be hot enough to scald your hands.

We also cannot support rule changes that would lead directly to reducing our housing capacity, therefore making our employees homeless. Any proposed rule changes that require major construction (building of new facilities or major remodeling of current ones, creating new plumbing and septic systems, creating new electrical lines and connections, etc.) are impossible to achieve due to the exorbitant costs. When we cannot be in compliance with rules, we have no choice but to drastically reduce our housing capacity, or possibly close our housing completely, which leads not only to our employees losing their homes but also leads directly to the closure of our businesses.

Proposed rules that require changes in square footage requirements will have the same impact – drastically reduced housing capacity and potentially closing our housing completely. We simply cannot afford the cost of construction to expand current housing facilities or build new ones. In order to retain any housing capability, some operators will need to change the layout of their living and sleeping areas. This might require removing walls or dividers to create larger spaces, which also leads to less privacy for occupants. Less privacy is not what our employees want, and not what we want for them.

Affordability is not the only challenge to rules that require construction; to expand current buildings, construct new ones, or to install new septic systems and drain fields, we require county permits. Due to land use laws and county permitting rules, there is no guarantee these permits will be granted. Growers that have previously attempted to upgrade housing facilities have been turned down by the county and told that they cannot allow expanded/additional buildings on our property. If OR-OSHA requires this but we cannot obtain permits, it will lead to the same result: reduced housing capacity, closure of housing, and closure of our businesses completely.

We ask you to consider the consequences of these proposed rule changes as you progress to a final draft of ALH rules, and work with stakeholders to find a path forward that focuses on health and safety while also maintaining current levels of housing capacity.

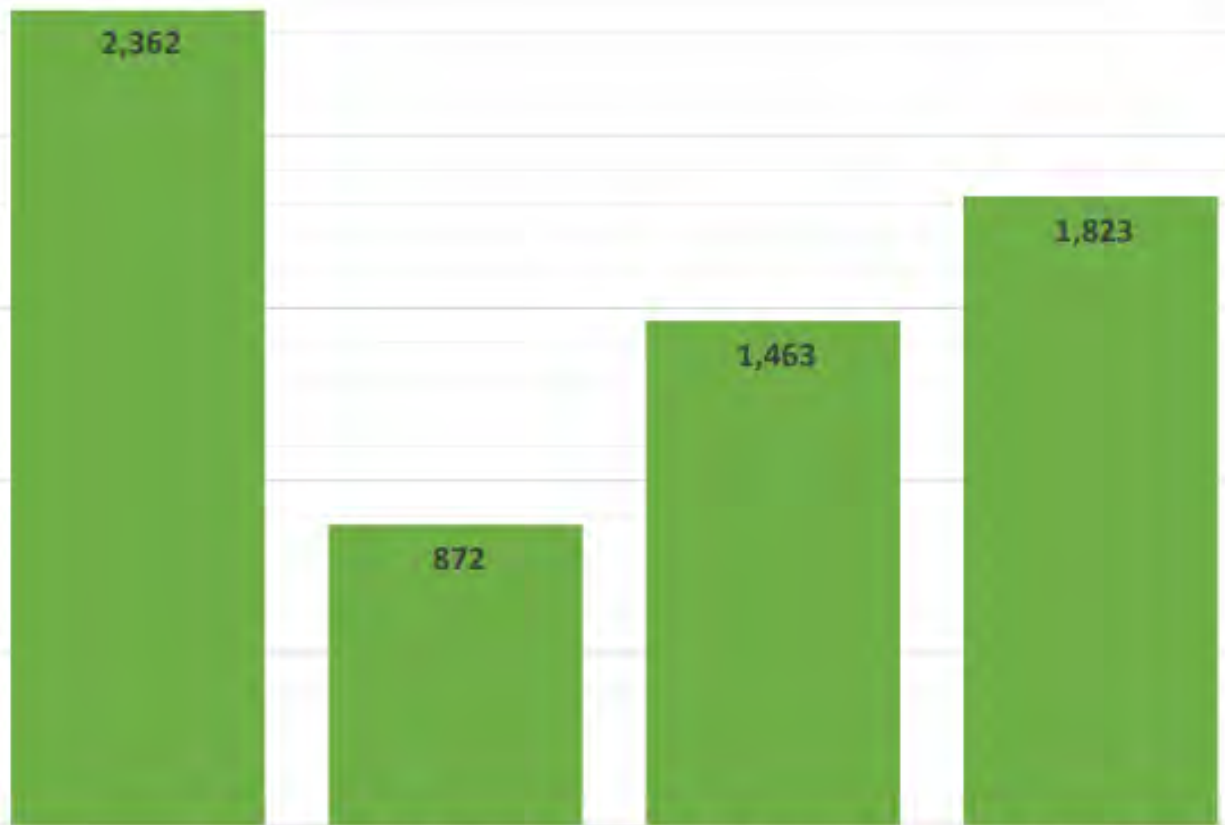
Attached to this letter are two additional documents: first, a graph showing the reduction in housing capacity based on proposed rule changes to square footage, shower to occupant ratios, and toilet to occupant ratios for housing at Cooper Family Orchards, McClaskey Orchards and Orchard View Farms. Together, these three cherry growers represent 19% of the registered agricultural labor housing in Oregon. Second, detailed feedback about specific proposed ALH rule changes that we would like the opportunity to discuss and negotiate, along with proposed rules that we oppose in the strongest possible terms.

Thank you,
Vince & Faith Ackerman, Ackerman Orchards Inc.
Robert Agidus, Agidus Orchards Inc.
Jacqueline Alexander, Morale Orchards LLC
Bill Anderson, Anderson Fruit, Inc.

Deede Anderson, NW Land and Orchards LLC
Paul Aubert, Paul Aubert Orchard
John & Julie Benton, John Benton Farms
Robert Benton, Cherry, Pear and Apple Inc.
Steve Bickford, Bickford Orchards Inc.
Gorham Blaine, Dog River Ranch LLC
Heather Blaine, Avalon Orchards
Sydney & Rick Blaine, Avalon Orchards Inc.
Ryan Bond, R&D Orchards
John Byers, Byers Orchards
Cascade Cherry Growers
Ian & Selene Chandler, CE Farm Management LLC
Donna & Glen Cody, Cody Orchards Inc.
Dave & Karen Cooper, Lone Juniper Fruit Farm
Stacey Cooper, Cooper Family Orchards
Flor Castro & Santos Cornejo, Polehn Farms
Karen & Bob Crispo, JR Farms
Timothy Dahle, Dahle Orchards
Phil Davis, D&P Orchards
Tiffany Davis, KDC
Bruce Decker, Decker Mgmt. LLC
Silvestre Deras, McClaskey Orchards, LLC
Diamond Fruit Growers
Russell Dichter, Oates Orchards Inc.
Duckwall Fruit
Dan & Kay Ericksen, Knob Hill Orchards LLC
Jennifer Euwer, Valley Crest Orchards
Ben Fischer, Columbia Ag Inc.
Mark Fischer, Mark Fischer Orchards Inc.
Troy Fischer, Three Peaks Farm LLC
Troy Frostad, Mid-Columbia Ag SVS LLC
Tom Garnier, Columbia View Orchards
Tony & Sue Gay, Riverside Farms
Doug Gibson, Mount Adams Fruit
Jared & Katheryn Gidley, Mt. Hood Orchards
Ryan Gilkerson, Gilkerson Orchards Inc.
Ken and Darla Goe, Gorge Orchard Enterprises
Linda Gray, Gray Orchards
Millie Guisto, AG Farms, LLC
Andrew Halliday, Upland Fruit
Jeff Heater, Heater Orchards Inc.
Danielle Hilton, TD Hilton Farms, Inc.
Ed Ing, Muriel Ing Orchards
Terry Johnson, Johnson Orchards
Mike and Alice Jones, Cherry Woods Orchards
Andy Kennedy, Kennedy Orchards
Dane Klindt, K&K Land and Management
Paul Klindt, Klindt Inc.
Rich Kortge, K-Hollow Farms
Lee Lage, Lage Orchards

Jon & Debra Laraway, Laraway Orchards
Don Lariza, Lariza Orchards
Nic Laurance, Laurance Brothers Inc.
Jesus Lazaro Castillo, ALABCE Orchard Management LLC
Joe Long, Elk Mtn. LLC
Efrain Lopez, Heirloom Orchards
Craig Mallon, M&M Orchards
Adam McCarthy, McCarthy Family Farm
Mike McCarthy, Trout Creek Orchard, LLC
Erick McNerney, McNerney Farms
Jeff McNerney, McNerney Farms
Kevin McNerney, Triple M Orchards
Dave & Dana Meyer, High Rolls Ranch Inc.
Steven L. Miller-Hart, Don Miller Farm LLC
Jake Moore, Moore Orchards Inc.
Mount Adams Fruit
Brian Nakamura, Nakamura Orchards, Inc.
Chris Nickelsen, Nickelsen Orchards
Kathy Nishimoto, Nishimoto Orchards, Inc.
Brian Nix, Merritt Orchard
George Oates & Yesenia Sanchez Oates, Old Parkdale Farms Inc.
Mike Omeg, Director of Operations, Orchard View, Inc.
Oregon Sweet Cherry Commission
David Paasch, Paasch Orchards
Lisa Perry & Ricardo Galvez, Out On A Limb Farm
Donella Polehn, Highland LLC
Ken Polehn, Polehn Farms
Ken & Elizabeth Polehn, K&L Orchards
Tim Polehn, Orchard Meadow LLC
Aaron Rivers, Ron Rivers Orchards Inc.
Ben Roby, Legacy Orchard Management
Erin Roby, Red Barn Orchards
Ernesto Rodriguez, Ernesto Rodriguez Orchard
Wade Root, Root Orchards
Wayne Rose, Superintendent, Polehn Farms
Marv Routson, Snowline Orchards
Gordon R. Sato, Ray Sato Orchards Inc.
Joe W. Sheirbon, Sheirbon Orchard
Parker & Sarah Sherrell, Columbia River Land Management
Pete Siragusa, Siragusa Orchards
Arsenio Soto, Soto Orchard
John Stehlik, Bickford Orchards Inc.
Cheryl Stewart, Stewart Farms
Dave & Julie Stuben, Dykstra-Stuben Orchards
Lesley & Gary Tamura, Tamura Orchards Inc.
Jeremy & Megan Thompson, Sunset Ridge Orchard, LLC
Erick von Lubken, Von Lubken Orchards Inc.
Neil Watanabe, Watanabe Orchards
Devon Wells, W. Wells & Sons LLC and Viewmont Fruit
Gary Willis, Willis Family Inc.

Leonard & Janet Wood, Laraway and Sons



Registered Occupancy
Under Current Rules

Occupancy with Proposed Rule

The numbers above demonstrate the impact each of these three preliminary proposals would have on Cooper Family Orchards, McClaskey Orchards and Orchard View Farms, all are cherry growers in The Dalles, Oregon. These three growers are all family-owned orchards ranging from a small farm to two of the largest cherry growers in Oregon. Together, they farm nearly 5,700 acres of orchard and represent 19% of the registered agricultural labor housing beds in Oregon.

The following tentative rules are ones that we believe require further discussion or are strongly opposed to:

(5) Housing Registration Requirements

(b)(E): *Each year, for housing with non-public water systems, the registration form must include proof of annual testing of water for nitrates, E-Coli, and Total Coliform from an accredited laboratory. The initial registration request must also include sampling results for arsenic.*

Feedback: CLARIFICATION NEEDED

We support annual testing, but want to ensure that that test does not need to be completed within a short timeframe of registration. Due to scheduling, the test results may not be completed and returned in a timely manner, delaying our ability to apply for registration when needed. If OSHA requires that housing providers are able to show documented testing completed on an annual basis without specifying that it must be done just prior to registration, then we can support this rule change.

However, we also have concerns that certain tests may not be easily available. To our best knowledge, there is no facility in Wasco County that can test for nitrates.

(6) Site Requirements

(b): *During housing occupancy, grass, weeds, and brush must be cut back to at least 100 feet from buildings.*

Feedback: COUNTER PROPOSAL & REQUESTED LANGUAGE CHANGE

We propose the distance between buildings and grass/weeds/brush is 50 feet.

Rather than “cut back” we prefer that the language is changed to the following: “During housing occupancy, grass, weeds, and brush must be **maintained** at least 50 feet from buildings owned or under lawful control or supervision of the operator.”

This language change allows for landscaping and brush areas to be within that distance but requires that they be maintained so they are not a nuisance to occupants. This also follows firewise.org protection standards. It is not always possible to completely remove brush, or it is important to have it for shade. We also request that it is specified that this rule applies solely to property that is “owned or under lawful control or supervision of the operator.” It is possible that housing is located within 50 feet of grass/weeds/brush that is not located on our property, and we have no control over private property of others.

(6) Site Requirements

(e): *Store all toxic materials used in work activities such as pesticides, fertilizers, paints and solvents in a locked and secured location at least 100 feet from any housing or related facilities at the labor housing. If the storage of these materials creates a fire hazard, keep any grass or brush cleared at least 100 feet around any such storage area.*

Feedback: **STRONGLY OPPOSE RULE CHANGE** & REQUESTED LANGUAGE CHANGE

Requiring that hazardous materials be stored at least 100 feet away from any housing is arbitrary and not supported by scientific evidence. Every residential home in this state has hazardous materials stored in under-sink cupboards, in basements, in garages or storage sheds, etc. If there was evidence that simply storing them near housing was harmful, the EPA would never approve of human use of any of these products. Due to both OSHA pesticide safety and food safety regulations, we are already required to secure our hazardous materials so that they are not easily accessible to those that have not been properly trained in how to safely use them. We are also required to store them in ways that prevent spills and leakage from spreading, such as keeping liquid

products stored in large plastic totes to contain any spills. There should be no required distance away from housing for these reasons.

We also request that the word “cleared” be changed to “maintained.” It is not necessarily possible to “clear” grass and brush within this distance, but it can be maintained.

(6) Site Requirements

(j): At least one wall-type electrical receptacle must be provided in each room that is used for sleeping every two occupants.

Feedback: CURRENT RULES GRANDFATHERED IN

We request that this proposed rule apply to new or substantially remodeled housing, but that currently existing housing follow the current rule based on square footage. If the housing is currently in compliance with the electrical code at the time it was built or last remodeled, no change should be immediately required. Due to the difficulty and huge cost of completely re-doing electrical work in already-existing structures, this isn’t feasible.

(7) Water Supply

(e): Provide adequate potable water in the labor housing area for drinking, hand washing, bathing and domestic use but no less than 35 gallons of water per day per occupant. This does not include water requirements for work areas.

Feedback: CLARIFICATION NEEDED

The last sentence in this proposed change, “This does not include water requirements for work areas”, does not seem necessary or applicable to ALH rules. Labor housing rules and field sanitation rules are separate.

(7) Water Supply

(h): When the housing unit has no indoor plumbing, provide a 3-5 gallon water dispenser in each housing unit capable of providing hot and cool potable water.

Feedback: **STRONGLY OPPOSE RULE CHANGE** & REQUESTED LANGUAGE CHANGE

Water dispensers that can provide hot water are not reasonable due to the cost of the dispenser itself and also the cost of electricity usage. It is also a safety concern; not using it properly can lead to injuries from hot water.

(7) Water Supply

(h)(A): Replacement containers must be readily available to the occupants as often as needed.

Feedback: CLARIFICATION & REQUESTED LANGUAGE CHANGE

We are unclear as to why “as often as needed” is included in this proposed rule if the rule already requires that replacement containers be readily available.

** We also want to reserve the right to require that any broken or malfunctioning container(s) be turned in to operator in exchange for a new one.

(7) Water Supply

(h)(C): Wash and sanitize each container and dispenser at least every 7 days.

Feedback: **STRONGLY OPPOSE RULE CHANGE**

We believe that this rule infringes on the “housekeeping practices” rule (1)(g) and should not be the responsibility of the housing operator. In the past all items provided to occupants that are contained within

their unit have been their responsibility to keep clean and sanitary. We are not required to clean in-unit kitchens or refrigerators, and we do not understand why the rules would apply differently to a water dispenser.

(7) Water Supply

(i): **Do not use cups, dippers or other utensils for common drinking purposes.**

Feedback: **STRONGLY OPPOSE RULE CHANGE**

While we can post reminders not to use these items for common drinking purposes, ultimately we do not have control of how occupants access the water or what type of container they use to drink from and should not be held responsible for this. Under the “housekeeping practices” rule (see below), violations relating to occupants’ personal housekeeping practices... will not result in citations to the employer.”

(1)(g): Violations relating to the occupants’ personal housekeeping practices in facilities that are not common use will not result in citations to the employer.

(8) Bathing, Hand Washing, Laundry, and Toilet Facilities

(e): **Provide for exhaust fans in each toilet facility.** This requirement does not apply to portable, chemical, privy or pit toilets.

Feedback: REDUNDANT

In the section on toilet facilities (11)(g), there is a rule that reads: Ventilate all labor housing toilet rooms according to Oregon state building code. Ensure the ventilation is maintained in proper working order.

We prefer the language in (11)(g).

(9) Bathing and Hand Washing Facilities

(b): Provide at least one **locking shower stall** with a shower head with hot and cold water under pressure for **every X (10) occupants** or fraction thereof.

Feedback: CLARIFICATION NEEDED & **STRONGLY OPPOSE RULE CHANGE**

Locking Shower Stall: Clarification needed

Does the shower stall itself need to lock, or is it also in compliance if the door to the bathroom can be locked for privacy?

Change in Ratio: We **STRONGLY OPPOSE** a reduction of the ratio of showers to occupants. The costs of expanding current shower facilities/building new shower facilities, installing plumbing, creating new drain fields and septic systems are completely unfeasible. We **cannot afford this expenditure**, and we will be forced to close our housing, which will lead directly to our employees being forced out of their housing and the near-immediate closure of our businesses. It is also possible we cannot obtain required building and septic system permits due to land use laws/county building rules.

(9) Bathing and Hand Washing Facilities

(e): Provide a private, locking dressing area **in or near** bathing facilities.

Feedback: CLARIFICATION NEEDED

We support this proposed rule change generally, but need clarification on what “in or near” means.

(9) Bathing and Hand Washing Facilities

(f): **Provide at least one hand washing sink** or basin with hot and cold water under pressure **for every 6 occupants** or fraction thereof. Each 24 linear inches of “trough” type sink with individual faucets counts as one basin.

When each living unit does not have handwashing facilities, locate common use facilities close to the toilet facilities. This handwashing ratio requirement does not count towards the requirement in section 17, cooking and eating facilities and equipment.

Feedback: COUNTER PROPOSAL

While we agree that having sinks close to toilet facilities for handwashing purposes is important, the number of sinks required in this proposed rule needs to be changed. The ratio of sinks needs to reflect their actual purpose – for handwashing after using the bathroom. Therefore, we believe that 1 sink for every 2 toilets are reasonable, rather than basing the number of sinks on occupants. Not everyone will use the bathroom at the same time or need to wash their hands at the same time, just like in public restrooms.

(9) Bathing and Handwashing Facilities

(g): In common use facilities, provide paper towels.

Feedback: REQUESTED LANGUAGE CHANGE

We would like to add the option of hand dryers as well as paper towels: “In common use facilities, provide paper towels or hand dryers.”

(10) Laundry Facilities

(a): Provide laundry machines with plumbed hot and cold water in the combined ratio of 1 for each 30 occupants and provide for separate cleaning of clothes that are contaminated with chemicals.

Feedback: **STRONGLY OPPOSE RULE CHANGE**

Requiring laundry machines vs. laundry trays/tubs/utility basin sinks is a proposed change that will require major construction, plumbing/septic system work, etc. The cost of this is impossible to achieve and will lead directly to our workers being forced from the housing because we cannot be in compliance, and therefore to the closure of our businesses. It is also possible we cannot obtain required building and septic system permits due to land use laws/county building rules.

Additionally, we feel that having laundry facilities is a matter of health and safety, but requiring machines is not based in health and safety practices.

The proposed rule change also says “provide for separate cleaning of clothes that are contaminated with chemicals.” We require clarification on how we are required to “provide” for the separate cleaning. As discussed previously, having separate washing areas is not feasible, nor in accordance with EPA recommendations on the topic.

(11) Toilet Facilities

(d): Provide at least one toilet for every X [15] occupants or fraction thereof for each gender in the labor housing.

Feedback: **STRONGLY OPPOSE RULE CHANGE**

As with the laundry machine proposal, changing the ratio of toilets to occupants will require major construction, plumbing and septic system work, etc. The cost of this is impossible to achieve and will lead directly to our workers being forced from the housing because we cannot be in compliance and therefore to the closure of our businesses. It is also possible we cannot obtain required building and septic system permits due to land use laws/county building rules.

(12) Portable Toilets, Chemical Toilets and Privies

(e): Locate handwashing facilities with hot and cold water, soap and disposable paper towels within 15 feet of any portable toilet, chemical toilet or privy.

Feedback: **STRONGLY OPPOSE RULE CHANGE**

Requiring handwashing facilities for portable toilets that provide hot water is unrealistic and extremely difficult to achieve. Portable handwashing stations that provide hot water are incredibly expensive, not readily available, and **not at all necessary for hygiene**:

According to the Center for Disease Control and Prevention's Frequent Questions about Hand Hygiene, individuals should use your preferred water temperature (cold or warm) to wash your hands. Warm and cold water remove the same number of germs from your hands. The water helps create soap lather that removes germs from your skin when you wash your hands. Water itself does not usually kill germs; to kill germs, water would need to be hot enough to scald your hands.

<https://www.cdc.gov/handwashing/faqs.html#:~:text=Warm%20and%20cold%20water%20remove,enough%20to%20scald%20your%20hands.>

(14) Living Areas

(C): Clean each mattress cover before each new occupant use, and before each season's occupancy.

(h): Clean each mattress cover before each new occupant use and before each season's occupancy.

Feedback: REDUNDANT

No issue with the rule, these are just redundant. It is most likely a copy/paste typo, but needs to be fixed.

(14) Living Areas

(i): Provide suitable storage facilities, such as wall cabinets or shelves, for each occupant or family unit that total at least 21 cubic feet. Provide lockable storage for each occupant.

Feedback: CLARIFICATION NEEDED & **STRONGLY OPPOSE RULE CHANGE**

Clarification Needed: Shelves are not lockable.

Strongly Oppose: 21 cubic feet is a very large amount of space that we cannot provide. We do not have floor space or wall space available for that amount. We recognize the need for storage of personal items, but it needs to be a reasonable amount of space that can be realistically achieved. If in communal spaces, we understand the need for lockable storage. If in individual spaces, lockable storage is not necessary.

(14) Living Areas

(k): Each sleeping room must provide at least 100 square feet of floor space per occupant.

Feedback: **STRONGLY OPPOSE RULE CHANGE**

Changing the required floor space per occupant will reduce our housing capacity AT LEAST in half (depending on layout of different housing, we estimate a reduction between half and two-thirds).

To provide for more square footage, we will either have to do major construction to expand housing facilities (which is both prohibitively expensive and not necessarily allowed under county building permits), OR we will have to change the layout of current housing to preserve as much of our capacity as we can. This may include removing walls to change current layouts, which means more people sleeping in the same room and less privacy. Less privacy is not what our employees want, and it is not what we want as housing providers. However, if it is the only way to preserve some of our housing capacity, then we will be forced to do it.

(14) Living Areas

(q): Before occupancy clean all living areas and eliminate any rodents and insects. Cleaning products and insecticides must be used in compliance with the labeling of the product following the waiting periods prescribed on the label to avoid harmful exposures to occupants.

Feedback: LANGUAGE CHANGE REQUESTED

First, “insecticides” should be changed to “pesticides.” While “insecticides” only applies to products targeting insects, “pesticides” applies to products that target all pests, including rodents. The term pesticides will more broadly cover what the intention of this rule is.

Second, we agree that all products should be used in compliance with the product label. However, the last sentence (“*following the waiting periods prescribed on the label to avoid harmful exposures to occupants*”) is unnecessary and inaccurate. The rule should state that products should be used in compliance with the label. The label will include any re-entry intervals required. As those in the agriculture industry well know, THE LABEL IS THE LAW.

(16) Fire Protection

(c): While occupied, each living area must have a working approved carbon monoxide detector if there is a source for carbon monoxide. Educate the occupants of the sources of carbon monoxide, so a carbon monoxide detector can be installed when a potential source of carbon monoxide is brought into the living area.

Feedback: LANGUAGE CHANGE REQUESTED

We prefer that the rule be simplified so that carbon monoxide detectors are required in all housing, rather than only when there is a carbon monoxide source present. We would like to remove the requirement to educate occupants of sources for carbon monoxide so that one can be installed when a potential source of carbon monoxide is brought into the living area. This way we avoid the inevitable problem of an occupant failing to notify operator(s) when bringing in a carbon monoxide source. We would like to add a note that operators are not responsible for daily maintenance of the unit and will not be held responsible if occupants disable the detector without permission.

We do want to clarify how this will be required for single-family units that have smoke alarms throughout the home.

(17) Cooking and Eating Facilities and Equipment

Feedback: **STRONGLY OPPOSE RULE CHANGE** & LANGUAGE CHANGE REQUESTED

We prefer to keep this section titled “**Common** Use Cooking and Eating Facilities and Equipment.” Common use cooking areas are different from single-use or single-family use cooking facilities and there needs to be a distinction.

See the following from draft:

(d): Common use kitchen and dining areas must be separate from all sleeping quarters. There can be no direct opening between kitchen or dining areas and any living or sleeping area.

These draft language examples show that these issues may apply to communal cooking facilities, but not to others. For example, in a single-use area where the cooking/living/sleeping areas are all in the same room, this language would forbid that layout.

See the following from draft:

(e): If the operator becomes aware of or has reason to suspect that anybody preparing, cooking or serving food has a communicable disease as listed in paragraph (22), the operator must bar them from the cooking facility until the disease is no longer communicable.

This regulation was not previously included in the single unit kitchens section, only the sections for dining halls and common use cooking. We are unclear as to how this is enforceable in a kitchen provided within a single-family unit. In single-family housing, if a parent is ill but still needs to prepare food for their children/family, this rule would forbid that.

These examples illustrate why “common use cooking facilities” should be clearly different from “cooking facilities.”

(17) Cooking Facilities

(a)(B): A minimum equivalent of two cooking burners for every 5 [10] persons or part thereof, or 2 families, whichever requires the most burners. If a gas or electric hotplate, or wood stove is within 18 inches of wall, that wall must be made of or finished with smooth, cleanable, nonabsorbent, grease-resistant and fire-resistant material.

Feedback: **STRONGLY OPPOSE RULE CHANGE**

Requiring additional burners requires major construction: to create space for additional burners/appliances, for additional electrical connections to be installed, etc. Any change requiring major construction is financially prohibitive and will lead to a reduction in housing capacity and/or closing housing entirely because we cannot be in compliance. It is also possible we cannot obtain required building permits due to land use laws/county building rules.

(17) Cooking Facilities

(a)(D): Adequate food storage shelves that are protected, food prep areas, food contact surfaces and floors in food prep areas. All of these areas must be made of or finished with smooth, non-absorbent, cleanable material.

Feedback: CLARIFICATION NEEDED, POSSIBLE LANGUAGE CHANGE REQUESTED

We need clarification on what the terms “adequate” and “protected” mean in the context of this rule.

(17) Cooking Facilities

(a)(F): Plumbed sinks with hot and cold water and an adequate number of faucets to service the occupants within XXX of the food preparation area. The ratio of sinks in section 9, bathing and handwashing facilities, does not count toward this requirement.

Feedback: CLARIFICATION NEEDED

What is an “adequate number of faucets?”

The distance between sinks and food prep areas should be 100 feet, just like **(7) Water Supply (g): Occupants of each housing unit must have access to a potable water source with hot and cold running water within their housing unit or there must be a potable water source and handwashing sink with hot and cold water within 100 feet of each unit.**

(17) Cooking Facilities

(f): Buildings must have heating capable of keeping the facility at 68 degrees F or more during use.

Feedback: CLARIFICATION NEEDED

As long as we can say that heaters area available upon request for cooking areas, this should be fine.

(17) Cooking Facilities

(i): Any housing unit constructed or substantially remodeled after XXX must include all provisions except 18(h) in the unit.

Feedback: CLARIFICATION NEEDED

(18)(a)(F) requires that plumbed sinks be within a certain distance of the cooking area, but 18(i) states everything BUT 18(h) must be in the unit. Are the sinks required to be IN the unit or can they be within the required distance away from the unit?

2024 Construction Cost Summary

Orchard	Project	Project Year	Occupants Served	Total Cost
Orchard A	16-Unit New Construction (Non Turn key)	2024	16 \$	212,630.00
Orchard B	Bathing and Cooking Facility	2024	45 \$	315,000.00
Orchard C	Air Condition Units	2023	18 \$	27,945.00
Orchard C	Farm Housing Remodel	2022	16 \$	24,487.33
Orchard C	Farm Housing Remodel	2021-2022	22 \$	93,215.88
Orchard C	Misc. Cabin Repairs /Door Replacement	2020-23	\$	16,019.37
Orchard D	Heating and Cooking For Cabins	2022	60 \$	73,323.68
Orchard D	Water Heater w/Installation	2023	\$	5,115.98
Orchard D	Install Two Toilets	2017	\$	570.42
Orchard D	Single Toilet Replacement	2022	\$	522.97
Orchard D	Misc. Plumbing Repairs/Maintenance	2017-24	\$	5,128.50
Orchard D	Kitchen Sink	2018	\$	1,275.84
Orchard D	Top-Freezer Refrigerator	2023	\$	1,492.65
Orchard D	Two Washing Machines w/5-yr. Protection Plan	2022	\$	1,526.00
Orchard D	Bunk Beds (6), Twin Mattresses (10) Twin Mattresses (2), Mattress Protectors (13)	2019	\$	5,301.61
Orchard D	Kitchen Countertop w/Back Splash, Installed (Remnant)	2017	\$	18,300.00
Orchard D	Window Screens (14 New, 6 Replacement)	2016	\$	211.13
Orchard E	Air Conditioning Mini Splits (3) w/Electrical Install	2022	\$	10,410.00
Orchard F	Air Conditioning Mini Splits (5); Electrical Not Included	2024	22 (w/11 Children) \$	46,000.00
Orchard F	Air Conditioning Mini Splits (5); Electrical Not Included	2024	35 \$	48,400.00
Orchard F	Kitchen Construction (Materials Only)	2018	35 \$	64,298.00
Orchard G	32-Bed Labor Cabin	2022	32 \$	549,646.00
Orchard H	Single Zone Mini Splits (5) w/Electrical, Install	2022	7 \$	33,833.00
Orchard H	Single Bathroom Construction, Bedroom Remodel	2022	1 \$	36,426.60
Orchard H	Replace 2 Septic Tanks (Pipe Connection Not Included)	2021	8 \$	8,000.00
Orchard I	Mobile Home Construction w/Site Prep, Water Line	2022	Single Family Unit \$	98,112.00
Orchard I	Mobile Home Electrical, Connections, Permit	2023	\$	12,069.25
Orchard J	Shower House Remodel (2)	2021-22	\$	148,755.51
Orchard J	Cabin Remodel (10) w/Sheetrock, Insulation, Foundation, Outdoor Cooking Upgrade, Septic, Permits	2022	\$	89,059.95
Orchard K	New Labor Camp (92 Beds)	2011-12	92 \$	817,550.00
Orchard L	Labor Housing Construction (Excludes Plumbing, Electrical, Excavation, Gutters)	1992	36 \$	28,745.00
Orchard L	Labor Housing Construction	2005	36 \$	273,197.10
Orchard M	4-Plex Remodel (Materials only for foundation, demolition/framing, exterior, roof, electrical and interior; labor costs not included)	2009-10	17 \$	23,321.00



MEMORANDUM

SUBJECT: CAFFA Grant (County Assessment Function Funding Assistance Grant)

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JILL AMERY

DATE: 4/9/2024

BACKGROUND INFORMATION:

The County Assessment Function Funding Assistance Program is an annual funding program through the Oregon Department of Revenue that provides financial assistance to Counties to carry out their statutory duties to administer the property tax program.

CAFFA History

In the 1980's Counties could not maintain Real Market Values, maintain minimum service levels and the then mandated six year appraisal cycle could not be maintained. The property tax system was in jeopardy of disintegration. House Bill 2338 was enacted, creating the CAFFA grant in 1989 to provide additional funding for approved A & T programs by increasing delinquent interest and recording fees.

Statistics show we reached a peak in refinancing in Q1 2021. The Department of Revenue is forecasting a continuation of the decline in refinancing activity over the next several quarters as interest rates maintain their current levels. Overall the funding sources available for distribution to counties continues to decline providing less financial support for administering the functions of A & T, while costs to administer the program continue to increase.

Functional areas of approved A & T expenditures are as follows:

- Assessment administration
- Assessment valuation
- Clerk/Board of Property Tax Appeals
- Tax collection and distribution
- Cartography and GIS Administration
- A & T data processing

The request before you is our Fiscal Year 2024-25 funding request. Total cost to administer the Assessment & Tax Program is \$1,437,489, very similar to the prior year. The grant funds are requested and allocated on a state wide pro rata basis but have been reimbursed in the neighborhood of 15% and declining, resulting in an estimated amount of \$215,623 +/- to come back to Wasco County.

Form 1

Grant Application Staffing

2024-2025

County <u>WASCO</u>	Column 1 Approved FTE current year (2023-24)	Column 2 Budgeted FTE coming year (2024-25)	Column 3 Change (Column 2 less Column 1)
A. Assessment administration			
Assessor, deputy, etc.	0.60	0.60	0.00
Assmt. support staff, deed clerks and data entry staff	1.50	1.50	0.00
Total assessment administration staff	2.10	2.10	0.00
B. Valuation and appraisal staff			
Chief appraisers/appraiser supervisor	1.00	1.00	0.00
Lead appraisers	0.00	0.00	0.00
Residential appraisers	2.50	2.50	0.00
Commercial/industrial appraisers	0.20	0.20	0.00
Farm/forest/rural appraisers	0.35	0.35	0.00
Manufactured structure/floating structure appraisers	0.15	0.15	0.00
Personal property appraisers	0.40	0.10	(0.30)
Personal property clerks	0.00	0.30	0.30
Sales data analyst	0.30	0.30	0.00
Data gatherers and appraisal techs	0.00	0.00	0.00
Total valuation and appraisal staff	4.90	4.90	0.00
C. Board of Property Tax Appeals (BoPTA)	0.13	0.13	0.00
D. Tax collection and distribution administration			
Administration, deputy, etc.	0.45	0.45	0.00
Support and collection	2.07	2.07	0.00
Tax distribution	0.48	0.48	0.00
Foreclosure and garnishment	0.10	0.10	0.00
Total tax collection and distribution	3.10	3.10	0.00
E. Cartography and GIS administration			
Cartographic/GIS supervisor	0.50	0.50	0.00
Lead cartographers	0.00	0.00	0.00
Cartographers	0.00	0.00	0.00
GIS specialists	0.00	0.00	0.00
Total cartographic and GIS staff	0.50	0.50	0.00
F. Dedicated IT services for A&T	0.60	0.60	0.00
G. Total assessment and taxation staffing	11.33	11.33	0.00

County WASCO

Use this form to describe any issue in your budget that needs further clarification. Examples include significant changes on Form 7, purchase of a new data processing system, salary increases, new car purchases, personnel services, costs for mapping, etc. You can also use this form to document any miscellaneous comments about this grant application.

Wasco County continues to be challenged in recruiting talent with the knowledge and skills needed to be a productive member of the assessment & tax team. After the great resignation of the pandemic Wasco County responded with an update to our compensation philosophy and salary matrix to the tune of 13.1% over 9 months. The steps on the matrix were also shifted to meet the higher end of the market range while eliminating the lower end that was not competitive. July 1, 2024 Wasco County will increase the cost of labor another 3%, in line with the consumer price index. The lack of skilled and knowledgeable staff has slowed our work production significantly. There is no short cut to learn the property tax program, it simply takes time and training.

With our recent purchase of Eagleview (aerial imagery), we are performing desktop appraisals for the first time this year. Appraisal staff caught on quickly and are at work processing property record updates. There are still times when a site visit is required as the aerial imagery is insufficient. Due to the timing of the imagery new construction continues to require field inspections.

Our purchase of CoStar, a commercial RMLS, has been useful this year. We had a handful of major improvements to commercial properties as well as a couple of commercial appeals. Having the data to assist in valuation as well as support our appeals was very useful. We will continue the subscription for fiscal year 2024-25.

There are five counties using our assessment & tax software in the state of Oregon. Four of the five are working on a multi-county RFP (request for proposal). We are in the draft stage currently and anticipate the release of the RFP in the near future. The goal is to complete the process and make a decision on a vendor in the 2024-25 FY. The RFP allows each county to make an individual choice of provider. There are only three vendors that provide an A & T system in the state of Oregon due to the complexity of the property tax system. The four county's partnering is an invaluable opportunity.

We continue to play catch up in the area of appraisal. The team is committed to catching up on reappraisal after a 20 to 25 year hiatus. Filling the chief appraisal position will be a key player in the continuation of this plan. The team is committed to our culture of learning, implementing tools to assist in our production of the work and providing good quality data to our customers. Limited staff and resources to accomplish the work continues to be our biggest challenge. This requires us to be innovative and continually looking for ways to provide quality service in new and creative ways.



Form 4 Valuation and Appraisal Resources

2024-2025

County <u>WASCO</u>	Number of accounts by activity		Number of FTE by activity	
	Actual (2023-24)	Estimated (2024-25)	Actual (2023-24)	Estimated (2024-25)
Activities				
1. Real property exceptions, special assessments and exemptions				
New construction.....	684	700	1.75	1.75
Zone changes.....	0	0	0.00	0.00
Subdivisions, segregations, and consolidations..	139	50	0.15	0.12
Omitted properties	0	5	0.05	0.05
Special assessment qualification and disqualification	10	5	0.20	0.15
Exemptions	8	8	0.10	0.10
Subtotal	841	768	2.25	2.17
2. Appeals and assessor review				
Assessor review and stipulations	23	15	0.10	0.10
BOPTA	4	8	0.10	0.08
Department of Revenue.....	0	0	0.00	0.00
Magistrate Division of the Oregon Tax Court.....	2	2	0.05	0.05
Regular Division of the Oregon Tax Court	0	0	0.00	0.00
Subtotal	29	25	0.25	0.23
3. Real property valuation				
Physical reappraisal.....	1,923	2,000	0.80	1.30
Recalculation only—no appraisal review	15,227	15,150	0.50	0.50
Subtotal	17,150	17,150	1.30	1.80
4. Business personal property (returns mailed)	1,550	1,500	0.10	0.20
5. Ratio			0.30	0.30
6. Continuing education			0.20	0.20
7. Other valuation—appraisal activity			0.50	0.00
8. Total valuation and appraisal staff (FTE)			4.90	4.90



Form 5 Tax Collection and Distribution Work Activity

2024-2025

County WASCO

Number of accounts by activity

Actual (2023-24)	Estimated (2024-25)
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1. Number of accounts requiring roll corrections

Business personal property	<u>12</u>	<u>15</u>
Personal property manufactured structures	<u>5</u>	<u>10</u>
Real property	<u>120</u>	<u>100</u>

2. Number of accounts requiring a refund

Business personal property	<u>10</u>	<u>10</u>
Personal property manufactured structures	<u>10</u>	<u>5</u>
Real property	<u>100</u>	<u>100</u>

3. Number of delinquent tax notices sent

Business personal property	<u>40</u>	<u>45</u>
Personal property manufactured structures	<u>150</u>	<u>160</u>
Real property	<u>1,200</u>	<u>1,300</u>

4. Number of foreclosure accounts processed

Real property only	<u>80</u>	<u>80</u>
--------------------------	-----------	-----------

5. Number of accounts issued redemption notices

Real property only	<u>15</u>	<u>8</u>
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6. Number of warrants

<u>150</u>	<u>160</u>
------------	------------

7. Number of garnishments

<u>0</u>	<u>0</u>
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8. Number of seizures

<u>5</u>	<u>10</u>
----------	-----------

9. Number of bankruptcies

<u>10</u>	<u>10</u>
-----------	-----------

10. Number of accounts with an address change processed

<u>1,000</u>	<u>1,000</u>
--------------	--------------

11. How many second trimester statements do you mail?

<u>2,111</u>

12. How many third trimester statements do you mail?

<u>1,911</u>

13. Does the county contract for lock box service?

☒ Yes ☐ No

14. Does the county use in-house remittance processing?

☐ Yes ☒ No

15. Is tax collecting combined with another county function?

☒ Yes ☐ No

If yes, describe that function on Form 2.



Form 6
Assessment and Administrative
Support and Cartography
Work Activity

2024-2025

County WASCO

**Assessment and administrative support
work activity**

	Numbers by activity	
	Actual (2023-24)	Estimated (2024-25)
1. Number of deeds worked	<u>2,000</u>	<u>1,800</u>

Cartography work activity

	Numbers by activity	
	Actual (2023-24)	Estimated (2024-25)
1. Number of new tax lots.....	<u>15</u>	<u>70</u>
2. Number of lot line adjustments	<u>5</u>	<u>8</u>
3. Number of consolidations	<u>4</u>	<u>5</u>
4. Number of new maps	<u>10</u>	<u>35</u>
5. Number of tax code boundary changes	<u>1</u>	<u>0</u>



Form 7 Summary of Expenses

2024-2025

County WASCO

	A. Assessment Administration	B. Valuation	C. BOPTA	D. Tax Collection & Distribution	E. Cartography*	F. Dedicated IT services for A&T	Totals
Current operating expenses							
1. Personnel services	250,516	460,313	17,412	187,235	58,493	86,743	1,060,712
2. Materials and services	7,155	18,113	1,197	36,623	8,000	158,392	229,480
3. Transportation	500	1,000	0	500	0	0	2,000
4. Total current operating expenses (Total direct expenses)	258,171	479,426	18,609	224,358	66,493	245,135	1,292,192

* Include approved grant funding for ORMAP

Indirect expenses

5. Total direct expenses (line 4)	1,292,192
6. If you use the 5 percent method to calculate your indirect expenses, enter 0.05 in this box.	0.05
Total indirect expenses (line 5 multiplied by line 6)	64,610
6A. If you use a percent amount approved by a federal granting agency to calculate your indirect expenses, enter that percentage in this box.....	0.00000
Total indirect expenses (line 6A multiplied by the direct expense amount for the category/categories that your certificate allows)	0
7. Total indirect expenses	64,610

Capital outlay

	Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography	Data Processing Support (IT, AT)	Total capital outlay without regard to limitation
8. Enter the actual capital outlay without regard to limitation.	0	100,000	0	0	0	0	100,000
9. Total direct and indirect expenses (sum of lines 4 and 7)							1,356,802
10. Direct and indirect expenses multiplied by 0.06							81,408
11. The greater of line 10 or \$50,000.....							81,408
12. Capital outlay (the lesser of line 8 or line 11)							81,408
13. Total expenditures for CAFFA consideration (sum of lines 4, 7, and 12).....							1,438,210

Form 8

Grant Application Resolution

WASCO County is applying to the Department of Revenue to participate in the County Assessment Function Funding Assessment Program.

This state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

WASCO County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. The County is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and all requiring equity and uniformity in the system of property taxation.

WASCO County agrees to appropriate budgeted dollars based on 100 percent of the expenditures certified in the grant application. The total expenditure amount for consideration in the grant is \$1,438,210. If 100 percent isn't appropriated, no grant shall be made to the county for each quarter in which the county is out of compliance.

The County designates the following individual as the contact for this grant application.

Name

Phone

Email

County Approval

By selecting the "I Accept" checkbox, you are signing this Resolution electronically and certifying the Resolution has been approved by the board. You agree your electronic signature is the legal equivalent of your manual signature.

☐ I Accept

Chair/Judge or Appointee

Title

Sign Date

Assessment & Tax Duties

Wasco County Clerk

Lisa Gambree 0.02 fte
Wasco Co Clerk

Chrissy Zaugg 0.11 fte
Chief Clerk Deputy/BOPTA
Clerk

County Treasurer/ Finance

Elijah Preston 0.15 fte
Treasurer

John Hay 0.65 fte
Office Specialist/Treasury

Information Services Cartography

Andrew Burke 0.30 fte
IS Director

Tyco Granville 0.40 fte
GIS Coordinator

Jamie Rathmell 0.10 fte
GIS Analyst

John 0.10 fte

Jenn 0.10 fte
Information Service Tech

Dennis 0.10 fte
Database

FTE = 2.03

Department of Assessment & Taxation 2024-25



FTE = 9.3 Equivalent



MOTION

SUBJECT: CAFFA Application

I move to approve the Form 8 Resolution required for submission of the 2024-2025 CAFFA Grant Application.



MEMORANDUM

SUBJECT: CANCELLATION OF UNCOLLECTIBLE PERSONAL PROPERTY TAXES, ACCOUNT #71815

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JILL AMERY, WASCO COUNTY TAX COLLECTOR

DATE: 04/17/2024

BACKGROUND INFORMATION:

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

The Personal property taxes attributed to account number 71815 has been outstanding since on or around 2018. The owner passed away in 2018. The Manufactured Structure was abandoned and is now deemed as uninhabitable. An interior inspection was completed by Wasco County A & T staff, photo evidence was collected. The amount to be cancelled is \$971.55.

MEMORANDUM

TO: Kristen Campbell, County Counsel
FROM: Jill Amery, Assessor & Tax Collector
RE: Personal Property Uncollectible Taxes/Account No. 71815
DATE: 04/15/2024

The Personal property taxes attributed to account number 71815 has been outstanding since on or around 2018.

We were made aware that this account holder passed away in 2018. The home was abandoned. A site visit was completed and photo evidence gathered. The Manufactured Structure has been deemed uninhabitable.

IN THE COUNTY COURT OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

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

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

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

DATED this _____ day of April 2024.

Jill Amery
Wasco County Tax Collector

SUBSCRIBED AND SWORN to before me this _____ day of April 2024.

Notary Public for Oregon
My Commission Expires: _____

IN THE COUNTY COURT OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

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

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

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

DATED this _____ day of April 2024.

Kristen Campbell
Wasco County Legal Council

SUBSCRIBED AND SWORN to before me this _____ day of April 2024.

Notary Public for Oregon
My Commission Expires: _____

1 - AFFIDAVIT

Wholly Uncollectible - Manufactured structure in unusable condition. Owner passed away in 2018.

Account:	71815
TCA:	12.5
Situs:	No Situs Address
Owner:	Edward D Eddy 3205 Dry Hollow Rd The Dalles, Or. 97058 Deceased 2018

Year	Category	TCA/District	Charged	Minimum	Bal. Due	Due Date
2018	Property Tax Principal	12.5	73.30	73.30	73.30	11/15/2018
2018	Property Tax Interest	057OR_HOU	8.27	8.27	8.27	3/27/2024
2018	Property Tax Interest	12.5	60.60	60.60	60.60	3/27/2024
2018	Warrant Fees	12.5	52.00	52.00	52.00	6/18/2019
2018	Or Housing MDPCR	057OR_HOU	10.00	10.00	10.00	11/15/2018
2019	Property Tax Principal	12.5	75.21	75.21	75.21	11/15/2019
2019	Property Tax Interest	057OR_HOU	6.67	6.67	6.67	3/27/2024
2019	Property Tax Interest	12.5	50.14	50.14	50.14	3/27/2024
2019	Warrant Fees	12.5	52.00	52.00	52.00	6/16/2020
2019	Or Housing MDPCR	057OR_HOU	10.00	10.00	10.00	11/15/2019
2020	Property Tax Principal	12.5	69.70	69.70	69.70	11/15/2020
2020	Property Tax Interest	057OR_HOU	5.06	5.06	5.06	3/27/2024
2020	Property Tax Interest	12.5	35.31	35.31	35.31	3/27/2024
2020	Warrant Fees	12.5	52.00	52.00	52.00	6/16/2021
2020	Or Housing MDPCR	057OR_HOU	10.00	10.00	10.00	11/15/2020
2021	Property Tax Principal	12.5	71.41	71.41	71.41	11/15/2021
2021	Property Tax Interest	057OR_HOU	3.47	3.47	3.47	3/27/2024
2021	Property Tax Interest	12.5	24.76	24.76	24.76	3/27/2024
2021	Warrant Fees	12.5	52.00	52.00	52.00	6/16/2022
2021	Or Housing MDPCR	057OR_HOU	10.00	10.00	10.00	11/15/2021
2022	Property Tax Principal	12.5	74.17	74.17	74.17	11/15/2022
2022	Property Tax Interest	057OR_HOU	1.82	1.82	1.82	3/27/2024
2022	Property Tax Interest	12.5	13.52	13.52	13.52	3/27/2024
2022	Warrant Fees	12.5	52.00	52.00	52.00	6/16/2023
2022	Or Housing MDPCR	057OR_HOU	10.00	10.00	10.00	11/15/2022
2023	Property Tax Principal	12.5	75.85	50.57	75.85	11/15/2023
2023	Property Tax Interest	057OR_HOU	0.27	0.27	0.27	3/27/2024
2023	Property Tax Interest	12.5	2.02	2.02	2.02	3/27/2024
2023	Or Housing MDPCR	057OR_HOU	10.00	6.67	10.00	11/15/2023
Interest Calculated Thru June 20, 2018			\$ 971.55	\$ 942.94	\$ 971.55	

Property Tax Principal	\$ 439.64
Property Tax Interest OR Housing	\$ 25.56
Property Tax Interest	\$ 186.35
Warrant Fees	\$ 260.00
OR Housing MDPCR	\$ 60.00
Grand Total	\$ 971.55

2023 WASCO COUNTY REAL PROPERTY TAX STATEMENT

Account: 71815

Alternate Property Number: 01N13 E22 01300 00

TCA: 125

Legal Desc: SECTION 22 TOWNSHIP 1N RANGE 13E QUARTER
PRCL 1300

Location: NO SITUS ADDRESS

Bill To Party: EDDY EDWARD D
3205 DRY HOLLOW RD
THE DALLES OR 97058

Lender:

Delinquent Interest Computed Through: 4/15/2024

ACCOUNT VALUES		
Description	2022	2023
Assessed Value Regular (AVR)	\$5,215	\$5,371
Taxable Value Regular (TVR)	\$5,215	\$5,371
Real MKT Total (MKTTL)	\$8,890	\$10,490
Exception Assessed Value (EAV)	\$0	\$0

TAXES AND SPECIAL ASSESSMENTS			
Year	Description	Amount Assessed	Balance Due
2023	Property Tax Principal	\$75.85	\$75.85
2023	Property Tax Interest	\$2.02	\$2.02
2023	Property Tax Interest	\$0.27	\$0.27
2023	OR Housing MDPCR	\$10.00	\$10.00
Total for Tax Year 2023			\$88.14
2022	Property Tax Principal	\$74.17	\$74.17
2022	Property Tax Interest	\$1.82	\$1.82
2022	Property Tax Interest	\$13.52	\$13.52
2022	Warrant Fees	\$52.00	\$52.00
2022	OR Housing MDPCR	\$10.00	\$10.00
Total for Tax Year 2022			\$151.51
2021	Property Tax Principal	\$71.41	\$71.41
2021	Property Tax Interest	\$24.76	\$24.76
2021	Property Tax Interest	\$3.47	\$3.47
2021	Warrant Fees	\$52.00	\$52.00

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

PAYMENT INSTALLMENTS	
Amount includes any unpaid prior year tax	
Pay This Amount	Due By
\$942.94	4/15/2024
\$28.61	5/15/2024

DISCOUNT IS LOST & INTEREST APPLIES AFTER DUE DATES

EDDY EDWARD D
3205 DRY HOLLOW RD
THE DALLES OR 97058

Total Taxes and Assessments:

\$971.55

Account: 71815

Enter Payment Amount

\$

2023 WASCO COUNTY REAL PROPERTY TAX STATEMENT

Account: 71815

Alternate Property Number: 01N13 E22 01300 00

2021	OR Housing MDPCR	\$10.00	\$10.00
		Total for Tax Year 2021	\$161.64
2020	Property Tax Principal	\$69.70	\$69.70
2020	Property Tax Interest	\$35.31	\$35.31
2020	Property Tax Interest	\$5.06	\$5.06
2020	Warrant Fees	\$52.00	\$52.00
2020	OR Housing MDPCR	\$10.00	\$10.00
		Total for Tax Year 2020	\$172.07
2019	Property Tax Principal	\$75.21	\$75.21
2019	Property Tax Interest	\$50.14	\$50.14
2019	Property Tax Interest	\$6.67	\$6.67
2019	Warrant Fees	\$52.00	\$52.00
2019	OR Housing MDPCR	\$10.00	\$10.00
		Total for Tax Year 2019	\$194.02
2018	Property Tax Principal	\$73.30	\$73.30
2018	Property Tax Interest	\$60.60	\$60.60
2018	Property Tax Interest	\$8.27	\$8.27
2018	Warrant Fees	\$52.00	\$52.00
2018	OR Housing MDPCR	\$10.00	\$10.00
		Total for Tax Year 2018	\$204.17
		Total Taxes and Assessments	\$971.55

Comment:

Payment Terms

PAYMENT INSTALLMENTS

Amount includes any unpaid prior year tax

Pay This Amount	Due By
\$942.94	4/15/2024
\$28.61	5/15/2024

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

PAYMENT INSTALLMENTS	
Amount includes any unpaid prior year tax	
Pay This Amount	Due By
\$942.94	4/15/2024
\$28.61	5/15/2024

DISCOUNT IS LOST & INTEREST APPLIES AFTER DUE DATES

EDDY EDWARD D
3205 DRY HOLLOW RD
THE DALLES OR 97058

Total Taxes and Assessments:

\$971.55

Account: 71815

Enter Payment Amount

\$



MEMORANDUM

SUBJECT: CANCELLATION OF UNCOLLECTIBLE PERSONAL PROPERTY TAXES, ACCOUNT #71986

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JILL AMERY, WASCO COUNTY TAX COLLECTOR

DATE: 04/17/2024

BACKGROUND INFORMATION:

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

The Personal property taxes attributed to account number 71986 has been outstanding since on or around 2015. The structure was moved to a field and never assembled. The Manufactured Structure was abandoned and is now deemed as uninhabitable. An interior inspection was completed by Wasco County A & T staff, photo evidence was collected. The amount to be cancelled is \$1839.55.

IN THE COUNTY COURT OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

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

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

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

DATED this _____ day of April 2024.

Jill Amery
Wasco County Tax Collector

SUBSCRIBED AND SWORN to before me this _____ day of April 2024.

Notary Public for Oregon
My Commission Expires: _____

1 - AFFIDAVIT

IN THE COUNTY COURT OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

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

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

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

DATED this _____ day of April 2024.

Kristen Campbell
Wasco County Legal Council

SUBSCRIBED AND SWORN to before me this _____ day of April 2024.

Notary Public for Oregon
My Commission Expires: _____

1 - AFFIDAVIT

Wholly Uncollectible - Manufactured structure abandoned in a field in 2015. Never assembled and is now uninhabitable.

Account:	71986
TCA:	1.3
Situs:	No Situs Address
Owner:	John C Odom PO BOX 434 Maupin Or 97037

Year	Category	TCA/District	Charged	Minimum	Bal. Due	Due Date
2015	Property Tax Principal	1.3	106.17	106.17	106.17	11/15/2015
2015	Property Tax Interest	057OR_HOU	7.83	7.83	7.83	3/29/2024
2015	Property Tax Interest	1.3	138.73	138.73	138.73	3/29/2024
2015	Warrant Fees	1.3	92.00	92.00	92.00	6/16/2016
2015	OR HOUSING MDPCR	057OR_HOU	6.00	6.00	6.00	11/15/2015
2016	Property Tax Principal	1.3	100.96	100.96	100.96	11/15/2016
2016	Property Tax Interest	057OR_HOU	11.47	11.47	11.47	3/29/2024
2016	Property Tax Interest	1.3	115.77	115.77	115.77	3/29/2024
2016	Warrant Fees	1.3	92.00	92.00	92.00	6/16/2017
2016	OR HOUSING MDPCR	057OR_HOU	10.00	10.00	10.00	11/15/2016
2017	Property Tax Principal	1.3	89.70	89.70	89.70	11/15/2017
2017	Property Tax Interest	057OR_HOU	9.87	9.87	9.87	3/29/2024
2017	Property Tax Interest	1.3	88.51	88.51	88.51	3/29/2024
2017	Warrant Fees	1.3	52.00	52.00	52.00	6/18/2018
2017	OR HOUSING MDPCR	057OR_HOU	10.00	10.00	10.00	11/15/2017
2018	Property Tax Principal	1.3	62.01	62.01	62.01	11/15/2018
2018	Property Tax Interest	057OR_HOU	8.27	8.27	8.27	4/15/2024
2018	Property Tax Interest	1.3	94.25	94.25	94.25	4/15/2024
2018	Warrant Fees	1.3	52.00	52.00	52.00	6/18/2019
2018	OR HOUSING MDPCR	057OR_HOU	10.00	10.00	10.00	11/15/2018
2019	Property Tax Principal	1.3	81.68	81.68	81.68	11/15/2019
2019	Property Tax Interest	057OR_HOU	6.67	6.67	6.67	4/15/2024
2019	Property Tax Interest	1.3	54.45	54.45	54.45	4/15/2024
2019	Warrant Fees	1.3	52.00	52.00	52.00	6/16/2020
2019	OR HOUSING MDPCR	057OR_HOU	10.00	10.00	10.00	11/15/2019
2020	Property Tax Principal	1.3	70.86	70.86	70.86	11/15/2020
2020	Property Tax Interest	057OR_HOU	5.07	5.07	5.07	4/15/2024
2020	Property Tax Interest	1.3	35.90	35.90	35.90	4/15/2024
2020	Warrant Fees	1.3	52.00	52.00	52.00	6/16/2021
2020	OR HOUSING MDPCR	057OR_HOU	10.00	10.00	10.00	11/15/2020
2021	Property Tax Principal	1.3	59.58	59.58	59.58	11/15/2021
2021	Property Tax Interest	057OR_HOU	3.46	3.46	3.46	4/15/2024
2021	Property Tax Interest	1.3	20.65	20.65	20.65	4/15/2024
2021	Warrant Fees	1.3	52.00	52.00	52.00	6/16/2022
2021	OR HOUSING MDPCR	057OR_HOU	10.00	10.00	10.00	11/15/2021
2022	Property Tax Principal	1.3	47.11	47.11	47.11	11/15/2022
2022	Property Tax Interest	057OR_HOU	1.82	1.82	1.82	4/15/2024
2022	Property Tax Interest	1.3	8.58	8.58	8.58	4/15/2024
2022	Warrant Fees	1.3	52.00	52.00	52.00	6/16/2023
2022	OR HOUSING MDPCR	057OR_HOU	10.00	10.00	10.00	11/15/2022
2023	Property Tax Principal	1.3	26.25	26.25	26.25	11/15/2023
2023	Property Tax Interest	057OR_HOU	0.53	0.53	0.53	4/15/2024
2023	Property Tax Interest	1.3	1.40	1.40	1.40	4/15/2024
2023	OR HOUSING MDPCR	057OR_HOU	10.00	10.00	10.00	11/15/2023
Interest Calculated Thru April 15th 2024			\$ 908.54	\$ 908.54	\$ 1,839.55	

Property Tax Principal	\$ 644.32
Property Tax Interest OR Housing	\$ 54.99
Property Tax Interest	\$ 558.24
Warrant Fees	\$ 496.00
OR Housing MDPCR	\$ 86.00
Grand Total	\$ 1,839.55

2023 WASCO COUNTY REAL PROPERTY TAX STATEMENT

Account: 71986

Alternate Property Number: 04S15 E00 00100 00

TCA: 13

Legal Desc:

Location: NO SITUS ADDRESS

Bill To Party: ODOM JOHN C
PO BOX 434
MAUPIN OR 97037

Lender:

Delinquent Interest Computed Through: 4/15/2024

ACCOUNT VALUES		
Description	2022	2023
Assessed Value Regular (AVR)	\$3,850	\$2,270
Taxable Value Regular (TVR)	\$3,850	\$2,270
Real MKT Total (MKTTL)	\$3,850	\$2,270
Exception Assessed Value (EAV)	\$0	\$0

TAXES AND SPECIAL ASSESSMENTS			
Year	Description	Amount Assessed	Balance Due
2023	Property Tax Principal	\$26.25	\$26.25
2023	Property Tax Interest	\$1.40	\$1.40
2023	Property Tax Interest	\$0.53	\$0.53
2023	OR Housing MDPCR	\$10.00	\$10.00
Total for Tax Year 2023			\$38.18
2022	Property Tax Principal	\$47.11	\$47.11
2022	Property Tax Interest	\$8.58	\$8.58
2022	Property Tax Interest	\$1.82	\$1.82
2022	Warrant Fees	\$52.00	\$52.00
2022	OR Housing MDPCR	\$10.00	\$10.00
Total for Tax Year 2022			\$119.51
2021	Property Tax Principal	\$59.58	\$59.58
2021	Property Tax Interest	\$20.65	\$20.65
2021	Property Tax Interest	\$3.46	\$3.46
2021	Warrant Fees	\$52.00	\$52.00
2021	OR Housing MDPCR	\$10.00	\$10.00

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

PAYMENT INSTALLMENTS	
Amount includes any unpaid prior year tax	
Pay This Amount	Due By
\$1,839.55	4/15/2024

DISCOUNT IS LOST & INTEREST APPLIES AFTER DUE DATES

ODOM JOHN C
PO BOX 434
MAUPIN OR 97037

Total Taxes and Assessments:

\$1,839.55

Account: 71986

Enter Payment Amount

\$

2023 WASCO COUNTY REAL PROPERTY TAX STATEMENT

Account: 71986

Alternate Property Number: 04S15 E00 00100 00

		Total for Tax Year 2021	\$145.69
2020	Property Tax Principal	\$70.86	\$70.86
2020	Property Tax Interest	\$35.90	\$35.90
2020	Property Tax Interest	\$5.07	\$5.07
2020	Warrant Fees	\$52.00	\$52.00
2020	OR Housing MDPCR	\$10.00	\$10.00
		Total for Tax Year 2020	\$173.83
2019	Property Tax Principal	\$81.68	\$81.68
2019	Property Tax Interest	\$54.45	\$54.45
2019	Property Tax Interest	\$6.67	\$6.67
2019	Warrant Fees	\$52.00	\$52.00
2019	OR Housing MDPCR	\$10.00	\$10.00
		Total for Tax Year 2019	\$204.80
2018	Property Tax Principal	\$62.01	\$62.01
2018	Property Tax Interest	\$94.25	\$94.25
2018	Property Tax Interest	\$8.27	\$8.27
2018	Warrant Fees	\$52.00	\$52.00
2018	OR Housing MDPCR	\$10.00	\$10.00
		Total for Tax Year 2018	\$226.53
2017	Property Tax Principal	\$89.70	\$89.70
2017	Property Tax Interest	\$88.51	\$88.51
2017	Property Tax Interest	\$9.87	\$9.87
2017	Warrant Fees	\$52.00	\$52.00
2017	OR Housing MDPCR	\$10.00	\$10.00
		Total for Tax Year 2017	\$250.08
2016	Property Tax Principal	\$100.96	\$100.96
2016	Property Tax Interest	\$115.77	\$115.77
2016	Property Tax Interest	\$11.47	\$11.47
2016	Warrant Fees	\$92.00	\$92.00
2016	OR Housing MDPCR	\$10.00	\$10.00
		Total for Tax Year 2016	\$330.20
2015	Property Tax Principal	\$106.17	\$106.17

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

PAYMENT INSTALLMENTS	
Amount includes any unpaid prior year tax	
Pay This Amount	Due By
\$1,839.55	4/15/2024

DISCOUNT IS LOST & INTEREST APPLIES AFTER DUE DATES

ODOM JOHN C
PO BOX 434
MAUPIN OR 97037

Total Taxes and Assessments:

\$1,839.55

Account: 71986

Enter Payment Amount

\$

2023 WASCO COUNTY REAL PROPERTY TAX STATEMENT

Account: 71986

Alternate Property Number: 04S15 E00 00100 00

2015	Property Tax Interest	\$138.73	\$138.73
2015	Property Tax Interest	\$7.83	\$7.83
2015	Warrant Fees	\$92.00	\$92.00
2015	OR Housing MDPCR	\$6.00	\$6.00
Total for Tax Year 2015			\$350.73
Total Taxes and Assessments			\$1,839.55

Comment:

Payment Terms

PAYMENT INSTALLMENTS

Amount includes any unpaid prior year tax

Pay This Amount	Due By
\$1,839.55	4/15/2024

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

PAYMENT INSTALLMENTS

Amount includes any unpaid prior year tax

Pay This Amount	Due By
\$1,839.55	4/15/2024

DISCOUNT IS LOST & INTEREST APPLIES AFTER DUE DATES

ODOM JOHN C
PO BOX 434
MAUPIN OR 97037

Total Taxes and Assessments:

\$1,839.55

Account: 71986

Enter Payment Amount

\$



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

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

ORDER #24-014

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jill F. Amery, Tax Collector for Wasco County, cancel the taxes listed in the motions on file in this matter for account numbers 71896 and 71815, attached hereto, and by this reference incorporated herein, as uncollectible personal property taxes; it is further ordered that this Order be entered in the Journal of the Board of County Commissioners.

DATED this 17th Day of April, 2024.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

**WASCO COUNTY BOARD OF
COMMISSIONERS:**

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



MOTION

SUBJECT: Wholly Uncollectible Taxes

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

MEMO

To: Wasco County Board of Commissioners
FROM: Dan Spatz, City of The Dalles Economic Development Officer
DATE: 4.8.2024
RE: Earth 280 Enterprise Zone Application

COMMENTS: Earth280 is a carbon sequestration company currently developing a proof-of-concept facility at Port of The Dalles. This is within a Joint Enterprise Zone originally established by the City of The Dalles and Wasco County. The Port of The Dalles subsequently became an Enterprise Zone partner. Enterprise Zones are established through Business Oregon, and may under certain criteria allow companies to receive tax abatements. Abatements may extend for three, five or seven years. County Assessor Jill Amery and the City's Economic Development Officer (EDO) Dan Spatz, are responsible for interviewing Enterprise Zone applicants to determine whether abatement criteria are met. This is called a pre-application conference. The City and County conducted a pre-application conference with Earth 280 on March 12, 2024. Based upon this meeting and other information provided by the company, the Assessor and EDO are recommending a five-year abatement. The County, City and Port are being asked to consider this recommendation. Their approval is required for a five or seven-year abatement to be extended. A three-year abatement may be extended through an administrative decision of the Enterprise Zone managers.

Pre-Application Report: 280 Earth (Climate GM)

Meeting date: March 12, 2024

Attending:

- Darren Bonnstetter -- 280 Earth co-founder
- Hannah Darst -- Permitting lead, geologist
- Christopher Cameron -- Business development specialist
- Darrin Eckman -- Civil engineer, AKS Engineering
- Jill Amery -- Wasco County Assessor
- Dan Spatz -- City of The Dalles EDO

Overview: 280 Earth

280 Earth (aka Climate GM), based in Palo Alto, Calif., is completing a prototype scale carbon sequestration facility on a site it purchased from Port of The Dalles (4375 River Trail Way). 280 Earth has option to purchase, but has not yet acquired, a larger, adjoining parcel for expansion by early 2026 should the prototype demonstrate proof of concept. Initial test run is anticipated April 2024. The technology is referred to as “Direct Air Capture.” The company derives its name from 280 parts of carbon dioxide per million parts of atmosphere (PPM), a level selected by the National Oceanic and Atmospheric Administration (NOAA) as representative of the pre-industrial atmosphere. Atmospheric carbon dioxide, now exceeding 420 PPM (Source: NASA) is recognized as a major contributor to climate change.

Contingent on proof of technical and economic concept, expansion is envisioned in several phases. Direct investment levels are noted below, concluding with overall economic impact as estimated by 280 Earth (see also Exhibits, page 8):

- **Phase I:** The prototype facility now nearing completion. Capacity: 500 tons of carbon capture annually. Investment: \$20 million. Initial test run anticipated April 2024.
- **Phase II:** The first of four production modules. Capacity: 5,000 tons. Investment: Approximately \$40 million. Construction: 2025. Employment: 5-8 fulltime employees. Request: Three-to five-year Enterprise Zone abatement. Various factors (Future carbon credit sales, rail connection, waste heat integration) will influence Phase II deployment.
- **Phase III:** Three additional production models of 5,000-ton capacity each for combined 15,000-ton capacity. Investment: \$90 million. Construction: 2025-26. Request: Strategic Investment Program. 280 Earth expresses the desire to expand to this level but is not yet prepared to make that commitment.
- **Total investment from phases II and III:** Approximately \$130 million. The company estimates overall economic impact of \$195 million.

Long-term: 280 Earth’s long-term goal is the construction of one or several large production facilities of one-million-ton capacity each. Because of limited acreage available at Port of The Dalles this cannot occur at the current location.

Background

280 Earth’s initial investment in the demonstration model will be approximately \$20 million, with \$13 million committed as of March 2024. Since construction of this phase began in 2023 prior to Enterprise Zone application and thus did not meet Business Oregon criteria, Enterprise Zone managers denied the requested abatement.

280 Earth’s technology was developed over five years at Google X Labs and spun off in 2022. Although Google has an approximate one-third ownership stake in the company*, 280 Earth is a separate company with majority of investment coming from other sources. 280 Earth continues to contract with Google X for scientific and engineering expertise, the cost of which is borne by 280 Earth. One goal of 280 Earth is to use waste heat from the Google data centers in The Dalles to offset the energy required for carbon sequestration. This is one of the conditions that need to be met in order for 280 Earth to proceed with Phases II and III expansion. Waste heat can also come from other sources – basically any industrial or other heat source. In The Dalles, once 280 Earth reaches full production following the demonstration phase, heated water from the data center’s cooling processes would be routed through a heat exchanger at the 280 Earth production site. The cooler water would then be returned to the data center, potentially increasing efficiency and thereby reducing the amount of water needed by the data center. 280 Earth contends that up to 80 percent of the system’s thermal requirement can be recovered from waste heat. (The demonstration model is not designed for this aspect of the process, however, so no coolant water is transferred from the data center to the demonstration model. That would come with later, full production modules.)

280 Earth uses a proprietary “adsorbent” material to capture carbon dioxide (CO₂) from the atmosphere, sequestering it in the form of liquid CO₂, which is then stored temporarily on-site. (This process also captures water vapor from the atmosphere, producing liquid water as a byproduct. The ratio is one ton of sequestered CO₂ generates two tons of water.) Bench-scale testing and a nine-ton prototype validated the adsorbent material at Google X labs. If the process further proves itself in terms of technology and business model, at production scale liquified CO₂ would be transferred via refrigerated rail tankers to Texas, Illinois, or other locations outside of the Pacific Northwest having access to Class VI injection wells.

280 Earth’s business model requires the use of Class VI injection wells in order to qualify for federal tax credits (IRS Section 45Q).

**Google’s ownership share is being diluted through Series B bond sales.*

Injection wells

Class VI wells are certified by the U.S. Environmental Protection Agency's Underground Injection Control (UIC) program, as authorized by the Safe Drinking Water Act. As described on the EPA website: *"This program regulates the injection of fluids (such as water, wastewater, brines from oil and gas production, and CO₂) into the subsurface for the purposes of storage or disposal. The main goal of the UIC Program is the protection of Underground Sources of Drinking Water."* There are multiple classes of injection wells for different injected materials; Class VI was established in 2010 specific to CO₂ sequestration, providing minimum technical criteria to protect drinking water from CO₂ storage.

Injection wells located in the Midwest would maintain CO₂ in liquified form, capped by overlying geologic layers. As such, these are seen as an interim measure by 280 Earth. A long-term goal described by the company is a different form of storage, where Class VI wells would be used to inject CO₂ into basalt geologic layers, such as are found extensively in Eastern Oregon and Washington State. Should this prove feasible, the CO₂ would bind chemically with silicates in the basalt to form a chemically stable compound; [tests conducted in Iceland](#) demonstrate such compounds are formed within two years of injection.

Another test occurred at Wallula in Eastern Washington State, conducted by the US Department of Energy's National Energy Technology Laboratory under a Class V Experimental authorization. As with the Iceland test, this demonstrated technical feasibility of basalt sequestration:

Fluid samples collected from reservoir depth showed strongly elevated concentrations of calcium (Ca), magnesium (Mg), iron (Fe), and manganese (Mn), as well as isotopic shifts consistent with rapid reaction of the basalt with the injected CO₂. (Source: [Wallula](#) report, US Department of Energy.)

At present, there are no Class VI injection wells in Oregon or Washington, and no locations are currently under review, according to a program officer with EPA Region 10 (Source: Email exchange March 14, 2024). (There is no separate EPA certification process for basalt mineralization through Class VI wells; the same process applies to all Class VI wells).

The demonstration model now nearing completion is designed to produce 500 tons of CO₂ annually. If indicated by proof of concept and economic feasibility, 280 Earth would next build the first of four 5,000-ton rated modules (Phase II) on the parcel now occupied by the demonstration model. The other three would follow on the separate, adjoining parcel (Phase III). Neither the demonstration model nor subsequent production modules are expected to be profitable, but rather to serve as preliminary stages toward 280 Earth scaling to full production through the development of one-million-ton production facilities. 280 Earth makes no commitment regarding

the location of these later facilities. A total of five acres is required for 20,000-ton total production.

Estimated value of each 5,000-ton production module is \$40 million, for a total investment of \$90 million at 20,000-ton capacity. (Shared roads and other components reduce the cost per module). Full production at this level is anticipated in 2025-26. Expansion to one-million-ton capacity, as envisioned by 280 Earth, would require a different, larger location than is available at Port of The Dalles.

280 Earth justifies its request for tax abatement partly as a means of off-setting the anticipated cost of rail shipment from The Dalles to Class VI injection wells in the Midwest. There is no rail spur to the River Trail Way location, so this must also be constructed if 280 Earth proceeds with production scale modules. Should the EPA certify Class VI injection wells in Oregon or Washington and should such wells be developed, 280 Earth would explore using these wells for CO₂ basalt injection, reducing the cost of rail transport. The company does not commit to developing these wells. *No injection is proposed for local basalts.*

Carbon credits, carbon offsets and Direct Air Capture

These are related but distinct models designed to allow companies that produce carbon dioxide to compensate for that production. Long-term carbon sequestration results in any of several forms of carbon offsets. Carbon credits are one form of carbon offset. Credits may be regulated by any of several recognized authorities (examples: California Cap and Trade Program, American Carbon Registry) and sold on a formal carbon market. One credit equals one ton of CO₂ produced by the purchasing company, and there may be significant monetary value attached to that credit. 280 Earth will generate and sell carbon credits through its form of Direct Air Capture technology.

Atmospheric carbon dioxide can be reduced, removed or avoided. “Reduction” means transitioning from more polluting to less-polluting technologies. “Removal” means eliminating CO₂ from the atmosphere. “Avoiding” means not producing CO₂. Different technologies and models have been developed for each of these strategies. Direct Air Capture is carbon removal.

There are in turn two prevailing models for carbon removal: Natural and mechanical. Natural carbon removal recognizes carbon credits achieved through forestry or other nature-based practices, for instance where forest harvest is avoided entirely or trees are intentionally planted to sequester carbon. There is controversy surrounding nature-based carbon credits, given the challenges of accurately measuring the rates and duration of successful sequestration. (See “[The Great Cash for Carbon Hustle](#),” *The New Yorker*, Oct. 16, 2023.) Instead, mechanical carbon credits rely upon technological applications; at least in theory, these should lead to precise measures of carbon removal, since CO₂ can be weighed at multiple points, from sequestration through interim

storage, shipping and underground injection. 280 Earth uses a mechanical model of carbon removal.

Enterprise Zone analysis

Unlike many Enterprise Zone applicants, 280 Earth is not part of a well-established industry. Carbon sequestration is still in its relative infancy in terms of technological advances and economic viability. 280 Earth readily acknowledges that the project phase it is completing now in The Dalles is a proof of concept, destined to lose money in the short term. The company expresses strong interest in expanding in The Dalles, but recognizes the economic challenges it must overcome in order to justify such expansion. Thus, it emphasizes it cannot provide assurance of a long-term presence here.

According to the *Carbon Herald*, a weekly industry newsletter, [there are at least 20 companies](#) currently engaged in Direct Air Capture, most of which are at the research and development level. 280 Earth is not among the top 20 companies listed on the *Carbon Herald* [website](#). When asked about this, one of the pre-application conference attendees, Dr. Christopher Cameron, noted the report dates from 2023, before 280 Earth began selling carbon credits.

On the other hand, 280 Earth is an offshoot of Google X, and Google is one of four major investors (the other three are Bayshore Global Management, Yu Capital, and Builders VC). In a world where climate change arguably presents an existential challenge to large regions of the planet through rising sea levels, drought and other climate extremes, it is evident that any technology aimed at reducing atmospheric CO₂ should, if proven technically and economically feasible, be in a favorable position for growth.

Three questions must then be addressed in this analysis:

- *Is 280 Earth's proprietary technology feasible?*

Answer: We'll know within a matter of weeks. The first test run is scheduled for April 2024. The proprietary adsorbent has already been validated at Google X labs.

- *If feasible, is the business model viable and competitive in a marketplace where other companies are proliferating?*

Answer: It's too soon to tell. The situation recalls the wind energy sector in the 2010s, when there was similar proliferation of start-ups, often deploying cutting-edge yet unproven technologies, leading to subsequent failures, mergers and acquisitions. It took years for the wind energy industry to settle down into today's major players, and mergers still occur. This, with a technology much older than carbon sequestration. 280 Earth's current model requires rail transport to points east of the Rockies, which will significantly affect operating margins. This is the company's major arguments in favor of tax abatement. Long-term viability will depend in

large part upon the EPA certifying Class VI injection wells in Oregon or Washington and the development of such wells. 280 Earth's current investment level supports development of only the first 5,000-ton production module (Phase II). Financing will be required for the other three production modules (Phase III).

- *This all leads to the third (two-part) question: Should The Dalles – Wasco County Joint Enterprise Zone take a chance on 280 Earth being one of the sequestration survivors, and if 280 Earth should prosper, will it stay in our region?*

Answer: Good question. As noted earlier, there is sufficient industrial property at 280 Earth's current and optioned sites (five acres) to produce 20,000 tons of CO₂ annually. The company's goal of one million tons annually would require a 250-acre site; additional one-million-ton facilities would require even more acreage. Port of The Dalles has no such property available. Google's financial stake in 280 Earth demonstrates access to investment capital likely not available to many other sequestration start-ups. The Oregon Growth Board, of which Oregon State Treasurer Tobias Read is a member, is another 280 Earth investor. In a December 2023 telephone interview, Read's chief of staff (and former staff to Sen. Jeff Merkley), Dmitri Palmateer, noted the company's potential role "at the nexus of state policy issues" such as reduced use of cooling water by server farms, and suggested the state could help influence relevant federal policies. For instance, Oregon could seek to transfer administrative jurisdiction of Class VI well certification from EPA to DOGAMI (Oregon's Department of Geology and Mineral Industries) or another state agency. Palmateer also noted 280 Earth's proximity to BPA transmission capacity and the state's basalt formations as factors being considered for additional Oregon Growth Board investment. Given such factors, Palmateer suggested The Dalles could become a "poster child" for carbon sequestration. (It should be noted Oregon Growth Board is separate from the Oregon State Treasury, where investment focus is on pension funds.) If the technology proves itself, these plus other financing the company is pursuing should be sufficient to build out the 20,000 annual ton production target. This is described by the company as a "line of sight" goal.

To push this analysis beyond that point would be speculative.

But ... let's indulge in a little speculation anyway. Should 280 Earth's business model prove feasible, certain factors argue in favor of continued local expansion, not at Port of The Dalles but elsewhere in Wasco County or perhaps even Columbia Gorge Regional Airport industrial park. Former industrial sites at Tygh Valley and Maupin, for instance, might be considered. And, while not in Oregon, the airport would have sufficient room for a one-million-ton production facility. It has rail transport and proximity to BPA transmission lines. Solar power, if required, can be developed there. Finally, as noted earlier, 280 Earth's sequestration produces water as a by-product. A one-million-ton CO₂ capture facility would produce an estimated 480 million gallons of water annually, which could be used to offset the airport's water requirements. Airport land

may not be purchased. Long-term lease revenues, shared with Klickitat County, could be used for continuing airport improvements and to reduce the City's current subsidy to the airport.

Determination

Enterprise Zone Managers determine that 280 Earth's request for abatement meets Business Oregon requirements, having completed the requirement checklist in pre-application conference taking place March 13, 2024.

However, we are postponing three-year authorization pending Enterprise Zone partners' consideration of a five-year or other extended abatement as described below.

Recommendation

Enterprise Zone Managers recommend that The Dalles City Council, Wasco County Board of Commissioners and Port of The Dalles consider a five-year abatement for 280 Earth's Phase II development, constituting one 5,000-ton production module, to support 280 Earth's goal of expanding at the Port of The Dalles. We note that demonstration of technological feasibility will occur as early as April 2024.

In making this recommendation, we seek to encourage 280 Earth's continued local presence and expansion to full production level, should its technology and economic model be validated. Carbon sequestration will become a major industrial sector, driven by the imperative of climate change. The Dalles and our immediate region could become a research and production hub for this nascent technology, with the potential added benefit of creating a new water resource. In our opinion, this justifies consideration of additional abatement options.

280earth

Exhibit 2: Assets Under Construction (500-tpa)		
	Total	Equipment Total
1561 Plant Equipment**	\$8,852,483	\$8,852,483
1562 Site Services	\$264,984	Services Total \$3,624,045 5-8 Full-time positions
1563 Civil	\$1,696,275	
1564 Electrical & Plumbing	\$375,555	
1565 Mechanical	\$1,233,710	
1566 Buildings	\$53,521	
1567 Vendor Mgmt Fee - Plant Equipment	\$198,052	
Total 1560 Assets Under Construction	\$12,674,581	20 - 30 FTE Construction jobs
Estimated Economic Impact	\$19,011,871	

Exhibit 3: Estimated Budget for 5K, 15K, and Combined (20K-tpa)			
	5K-tpa Total	15K-tpa Total	Combined (20K-tpa) Total
Buildings			
Building, steel frame, piping, electrical	\$7,500,000	\$16,875,000	\$24,375,000
Phase 2 Site Prep, grading, trenching, foundation	\$2,500,000	\$5,625,000	\$8,125,000
Buildings total	\$10,000,000	\$22,500,000	\$32,500,000
Equipment			
Adsorber system	\$2,500,000	\$5,625,000	\$8,125,000
Desorber system	\$3,500,000	\$7,875,000	\$11,375,000
CO2 Compressor system	\$2,500,000	\$5,625,000	\$8,125,000
CO2 Storage system	\$2,000,000	\$4,500,000	\$6,500,000
Vacuum Skid system	\$3,000,000	\$6,750,000	\$9,750,000
Air Filtration system	\$2,000,000	\$4,500,000	\$6,500,000
Conveyance system	\$3,500,000	\$7,875,000	\$11,375,000
Pipe Spools	\$2,500,000	\$5,625,000	\$8,125,000
Electrical	\$6,000,000	\$13,500,000	\$19,500,000
Chiller	\$1,000,000	\$2,250,000	\$3,250,000
Chutes and Hoppers	\$1,500,000	\$3,375,000	\$4,875,000
Equipment Total	\$30,000,000	\$67,500,000	\$97,500,000
Equipment Grand Total	\$40,000,000	\$90,000,000	\$130,000,000
Economic Impact Grand Total	\$60,000,000	\$135,000,000	\$195,000,000

280 Earth, Inc. | info@280.earth | PO Box 60327 Palo Alto, CA 94306



INFORMATION SERVICES

511 Washington St., Ste. 101 • The Dalles, OR 97058
p: [541] 506-2549 • f: [541] 506-2551 • www.co.wasco.or.us

Pioneering pathways to prosperity.

Date: 04/10/2024

From: Andrew Burke, IS Director

To: Wasco County Board of County Commissioners

Subject: Google Workspace Renewal

Background:

Wasco County uses Google Workspace for its email communication, calendaring, and other productivity and collaboration tools. The current 3-year contract with Google Workspace needs to be renewed to continue using the Workspace product. The solution has increased in cost, due to high CPI over the past 3 years, additional user count, and adding 10 licenses for Google Gemini to evaluate how it can impact and assist in productivity at Wasco County.

Analysis:

The previous quote in 2021 for 3 years of service was \$111,804.30. The current quote is 141,948.00 for 3-years of service. This increase reflects:

- 5 additional user licenses being added to the system
- 10 Google Gemini licenses, an artificial intelligence designed around productivity augmentation within the Google Workspace
- A 14.3% per user license cost increase

The 5 additional licenses are required to maintain standard operating procedures of keeping a departed employee's account accessible to departments for 3 months to manage continuity of communication during the employee turnover. Further, Wasco County has seen growth in its workforce over the past 3 years, which is an additional factor contributing to the need for increasing license count. By adding 5 licenses, we are accounting for potential expanded needs in the next 3 years at the county and maintaining standard 3-month access after employees depart. Wasco County IS has had to "archive" accounts prior to this timeframe to accommodate other staff being onboarded at the county. North Central Public Health District is also included in this overall package.

The 10 Google Gemini licenses provide the opportunity to perform research and development in how Artificial Intelligence can safely and securely support operations at Wasco County. This includes ability to



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augment employee productivity in managing calendars, email, performing analysis and research on data, and more. By investing in this tool now, Wasco County will be able to comprehensively research the drawbacks and benefits of using Artificial Intelligence within the Google Workspace product to support and streamline many day-to-day tasks that could be augmented by the technology.

Finally, the per user license cost increase was evaluated as a fair increase due to the rising consumer price index between 2021 and 2024 for other services, productivity and collaboration software. The actual CPI increase for the previous 3 years is:

- 2021 - CPI, Other Services, 6.4%
- 2022 - CPI, Other Services, 5.5%
- 2023 - CPI, Other Services, 3.2%

This means we should see an increase of around 15.1% for licensing. Google came in below that amount and increased their licensing by 14.3%. Further, by remaining in a 3-year contract, we are able to see cost savings over a year-to-year contract. Google Workspace has worked sufficiently for the needs of the county when considering other solutions such as Microsoft 365.

Last, the contract is paid annually in 3 installments of \$47,316.00. Wasco County IS already budgeted for this amount in FY25.

Conclusion

Wasco County Information Services is recommending to renew a 3-year contract with Google Workspace in the amount of \$141,948.00 to be paid in 3 annual installments of \$47,316.00. This contract includes our standard user licensing + 5 additional accounts and 10 Google Gemini for the purpose of evaluating drawbacks and benefits of augmenting Google Workspace productivity with artificial intelligence.

SADA Systems LLC (fka SADA Systems, Inc.)

Google Workspace

Ordering Document

This Google Workspace Ordering Document (the “Ordering Document”) and the corresponding Customer Agreement (the “Agreement”) between SADA Systems LLC (fka SADA Systems, Inc.) and Customer (as defined below) governs Customer’s access to and use of the Services. Undefined capitalized terms used in this Ordering Document will have the meanings set forth in the Agreement.

Customer:

Wasco County, OR

Address:

511 Washington St
The Dalles OR 97058-2237
United States

Pricing

Product Description	Price per Month (USD)	Term (months)	Quantity	Amount (USD)
Workspace Enterprise Standard Accounts	16.10	36	230	133,308.00
Gemini Enterprise for Workspace	24.00	36	10	8,640.00
Total Contract Price (USD)				141,948.00

Taxes: Fees included on this Ordering Document are exclusive of all applicable taxes, levies, duties, and regulatory compliance fees, including but not limited to state and local sales tax, VAT, GST, electronic waste recycling fee, and telecom regulatory fees. Please note that telecom regulatory fees associated with telephony charges stemming from Google Voice Licenses are not eligible for any tax exemptions.

If Customer is tax exempt, a tax exemption certificate is to be emailed to tax@sada.com.

Pricing is valid only if this Ordering Document is executed by the Parties by March 29, 2024.

Term: 03/20/2024 - 03/19/2027.

Invoices and Payment Schedule

Invoice Start Date and Frequency	Amount of Each Invoice (USD)
First invoice will be issued at the beginning of the Term, followed by 2 annual invoice(s). There will be a total of 3 payment(s) over the 36 month Term.	47,316.00

SADA will invoice Customer for all amounts due under any executed Ordering Document in accordance with the schedule set forth above. Each invoice submitted to Customer pursuant to this Ordering Document will be due and payable by Customer within 30 days of receipt. Payment is accepted by check or ACH/EFT in USD.

Customer Information

Accounts Payable Information	
Full Name (required)	[same as on file]
Phone	
Email Address (required)	[same as on file]
Technical Administrator Contact Information	
Full Name (required)	[same as on file]
Phone	
Off Domain Email Address (eg, john.smith@gmail.com or IT123@yahoo.com)	[same as on file]
Email Address (required)	[same as on file]

Terms and Conditions

1) All terms are as specified in the original Agreement previously executed by and between SADA and Customer.

2) Customer agrees that all licenses will be provisioned on the primary domain, and that the primary domain is accurate as listed here

co.wasco.or.us

3) Additional licenses purchased during the Contract Term will be priced at the price per month (for any sku listed above) multiplied by the number of partial or whole months remaining in the Contract Term.

4) Payment for additional licenses purchased during the Contract Term will be due in full upon receipt of an invoice, and will be exempt from the Payment Schedule above.

Notices:

Any notices under this Agreement will be directed, if to SADA, at:

c/o Patrick Monaghan, Chief Legal Officer
SADA Systems LLC (fka SADA Systems, Inc.)
5250 Lankershim Blvd., Suite 620
North Hollywood, CA 91601
Email: legal@sada.com

and if to Customer, at the Main Contact above.

THIS ORDERING DOCUMENT IS NOT EXECUTABLE IN ITS CURRENT FORM. ALL TERMS AND CONDITIONS MUST BE FINALIZED BY SADA BEFORE THIS OFFER WILL BE OFFICIALLY MADE TO CUSTOMER.



MOTION

SUBJECT: Google Workspace Renewal

I move to approve the 3-year renewal of Wasco County's Google Workspace contract.



INFORMATION SERVICES

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Date: 04/10/2024

From: Andrew Burke, IS Director

To: Wasco County Board of County Commissioners

Subject: Security Risk Assessment

Background:

In 2021, Wasco County underwent a comprehensive security and technical audit assessment conducted by Technology Integration Group. Wasco County Information Services, has spent the last three years working to close the gaps identified in that assessment and enhance Wasco County's Cybersecurity posture. Wasco County Information Services is looking to perform another audit on its system to confirm previous gaps have been addressed and potentially identify new gaps for the purpose of continued improvement in its cybersecurity program. For this purpose, Wasco County is looking to engage with new firms in a Security Risk Assessment to measure progress.

Further, Wasco County Information Services is providing support to Mid-Columbia Center for Living; to leverage cost savings we included their system in this assessment, which also satisfies an annual requirement for their agency to receive a risk assessment, as they are a behavioral health agency working with protected health information. By combining the two systems, Wasco County was able to identify a successful quote that saves money by combining the two agencies in the process and encompasses the comprehensive assessment needed.

Analysis:

Three solutions were evaluated from Pondurance, CDWG, and Critical Insights. Critical Insights provided the most comprehensive solution at a reasonable cost. Only two vendors provided a quote that included services for both MCCFL and Wasco County.

The following are the prices of each solution:

- CDWG - \$153,400
- Critical Insights - \$24,000.00
- Pondurance - No Quote Provided



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Pondurance provided information and a demonstration on their solution; however, they failed to provide a quote. CDWG was the most comprehensive solution, which is reflected in their cost. Critical Insights was sufficiently close in comparison to CDWG in their scope of work to achieve Wasco County's goals; however, their cost was significantly lower.

Each solution was evaluated based on the following criteria:

- Ability to measure the 2021 security gap analysis and determine what has been completed
- A Comprehensive look at technology systems, including process and procedure based on NIST, CJIS, HIPAA, and other regulatory requirements
- Qualifications and expertise to perform assessment

Critical Insights is a company composed of former cybersecurity experts and CISOs for large government organizations. Further, they came recommended by peers throughout Oregon from the Oregon Association of Government IT Managers for their capability and expertise.

It is important to note, that Technology Integration Group was not included in the list of vendors. The purpose behind this is to ensure a different analysis of the system is conducted to utilize multiple methodologies for identifying and mitigating risks. This ensures a more holistic approach to identifying security gaps by utilizing multiple vendors.

Finally, since this assessment involves both MCCFL and Wasco County, we are able to split the costs for each organization. If the agencies conducted security risk assessments independently, the expected cost was about 25% more, since Critical Insights would have had to independently align security resources for each organization adding to the overall project planning and analysis phases of the project. The assessment results for each organization will remain within that organization; Wasco County will not see Mid-Columbia Center for Living's results and MCCFL will not see Wasco County's results.

Based on the size, complexity, and ratio of systems, The following is how the contribution will occur between MCCFL and Wasco County:

- Wasco County, 70.8%, \$16,692.00
- MCCFL, 29.2%, \$7,308.00

This falls in line with the number of servers, network equipment, and overall system size.



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Conclusion

Wasco County Information Services is looking to contract with Critical Insights for the amount of \$24,000, with MCCFL paying \$7,308 of that amount, to conduct a security risk assessment on Wasco County and Mid-Columbia Center for Living systems.



STATEMENT OF SERVICE

Name: Kevin Rolnick
Email: kevin.rolnick@criticalinsight.com
Phone: +1 206-307-8035

Quote Date: 10-17-2023
Quote Expiration: 11-15-2023

Bill To:

Name: Andrew Burke
Company: Wasco County
Address: OR, 97058
Phone: 541-506-2537

Ship To:

Name: Andrew Burke
Company: Wasco County
Address: OR, 97058
Phone: 541-506-2537

SERVICE SUBSCRIPTION

SKU	Description	Qty	Annual Net Price
CI-PS-FSA	Focused Security Gap Assessment (NIST-CSF) ¹ (SOW-2023-Q-13417-1-A ³)	1	\$16,692.00
CI-PS-CUSTOM	Mid-Columbia FSA Addition ¹ (SOW-2023-Q-13417-1-A ³)	1	\$7,308.00

*Line items subject to Sales Tax and are not included in this quote.

¹Annual cost of these line items are billed on the Initial Invoice of each year they occur. ³Internal Reference

Invoice 1:	\$12,000.00
Invoice 2:	\$12,000.00
Annual Invoice Total:	\$24,000.00
Total Contract Value:	\$24,000.00

TERMS AND CONDITIONS

This Statement of Service (“SOS”), effective as of the date of the signature of the last party to sign (the “*Effective Date*”) is subject to the Critical Insight Master Services Agreement, and any other Exhibits, Attachments or Amendments hereto, which are each incorporated herein by reference, and which together with this SOS constitute the “*Agreement*”. Unless otherwise provided in this SOS, capitalized terms herein shall be as defined elsewhere in the Agreement. The terms of this Agreement constitute the final expression of the parties’ binding understanding in respect to the subject matter hereof and supersede all prior or contemporaneous agreements, representations and understandings, written and oral, in respect to same.

Customer acknowledges that it has read the Agreement and agrees to be bound by its terms.

- The term of this SOS is 12 month(s) commencing the Effective Date hereof.
- Billing shall be based on Critical Insight reporting. Critical Insight and Customer shall reconcile in good faith any discrepancies in their respective tracking records, provided Critical Insight’s reporting shall control in the event of an irreconcilable discrepancy.
- Customer shall be invoiced on an annual basis in advance.
- The first invoice shall be issued thirty (30) days following the Effective Date.
- Payment of invoiced amounts due no later than thirty (30) calendar days from date of invoice.

Check one of the following:

- ☐ Purchase Order Required
☐ Purchase Order Not Required

**Customer
Signature**

Name _____

Title _____

Date _____

**Billing Contact
Name**

**Billing Street
Address** _____

City, State, Zip _____

**Billing Contact
Phone** _____

Billing Email _____

**Critical Insight,
Inc.
Signature**

Name _____

Title _____

Date _____

EXHIBIT A



Critical Insight

WASCO COUNTY FOCUSED SECURITY ASSESSMENT

SCOPE OF WORK
10-17-2023

Presented To:

Andrew Burke
Director of Information Services
Wasco County
OR, 97058
andrewb@co.wasco.or.us
541-506-2537

Submitted by:

Randy Oppenborn
Consulting Practice Director
Critical Insight, Inc.
500 Pacific Ave., Suite 650
Bremerton, WA 98337
(630) 346-3525
Randy.Oppenborn@CriticalInsight.com

Notice

Critical Insight has made every reasonable attempt to ensure that the information contained within this statement of work is correct, current and properly sets forth the requirements as have been determined to date. The parties acknowledge and agree that the other party assumes no responsibility for errors that may be contained in or for misinterpretations that readers may infer from this document.

Non-Disclosure Statement

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General Information

Background & Objectives

Purpose

This SOW presents Critical Insight's approach and methodology for the following services:

- A Focused Security Assessment (FSA) based on the NIST CyberSecurity Framework (CSF) and, possibly, the Health Insurance Privacy and Accountability Act (HIPAA) and the Payment Card Industry Data Security Standard (PCI DSS). We will also reference the CJIS Security Policy as necessary.

This SOW includes:

- Scope of Work - Critical Insight's methodology for assisting and supporting Wasco County's technology & executive teams, CJIS environment and the scope of work that will be performed
- Deliverables - Description of the deliverables for this project
- Project Assumptions - any assumptions that were used to derive the scope of work or pricing for this engagement

Key Business and Technical Contacts

Customer Business Contact Information

Name: Andrew Burke

Director of Information Services

**Mailing Address: Wasco County OR,
97058**

E-Mail Address: andrewb@co.wasco.or.us

Phone Number: 541-506-2537

Critical Insight Business Contact & Technical Contact Information

Name: Randy Oppenborn

Consulting Practice Director

**Mailing Address: Critical Insight, Inc.
500 Pacific Ave., Suite 650 Bremerton
WA 98337**

E-Mail Address: Randy.Oppenborn@CriticalInsight.com

Phone Number: (630) 346-3525

Service Description and Scope

This section provides a description of services, scope of activity, and support requirements associated with the services.

Focused Security Assessment

Our Focused Security Assessment approach may be summarized as a computer and network security assessment intended to provide a point-in-time snapshot of Wasco County's security posture, coupled with a set of prioritized recommendations for increasing the security throughout the organization. The Focused Security Assessment will focus on Wasco County's enterprise environment and the security management practices supporting that environment.

The assessment methodology is based on standards of practice drawn from multiple sources that include the NIST Cyber Security Framework and, possibly, the PCI DSS, HIPAA and CJIS encryption and data security standards.

Approach and Methodology

Critical Insight will conduct up to ten (10) focused information-gathering facilitation sessions at Wasco County, North Central Public Health and Mid Columbia Center for Living. The sessions will discuss the required controls, while adding context from the current threat landscape that is relevant. The sessions will address the control standards as components that are relevant to each of the audiences (with some overlap), and conduct the delivery of information, as well as its solicitation. As the requirements are presented, a conversational narrative will be used to interview the audience as to how effectively each requirement is being currently met. This conversation will include ideas on how gaps in compliance may be met using open-source, managed services, and other methods that fit their people, process and technology with respect to cost and management requirements.

Critical Insight will review the results of the interviews and develop a presentation described in the Deliverables section below. A draft of the deliverable will be provided to Wasco County's point of contact for approval prior to delivery in the de-brief sessions listed below.

Coordination, Planning, & Project Initiation

Critical Insight will provide day-to-day project management for all aspects of this project, including tracking and resolution of project related issues, progress tracking, project reporting, and communication.

A key component of Critical Insight's project management approach is timely reporting of project progress and findings. This enables a proactive approach to addressing security risks discovered during the course of the project and ensures that all project stakeholders are completely informed at all times.

Customer Resource Requirements

Achieving Wasco County's objectives will require active participation from both the Critical Insight Project Team as well as Wasco County's own personnel. To ensure the timely and successful completion of this project, Wasco County should expect at least the following resource time commitments from its own personnel:

- A Project Manager should be assigned to the project to serve as the single point of contact for the Critical Insight Project Team
 - The Wasco County may choose to assign the Project Sponsor and Project Manager role to the same person
 - This role will require a commitment of approximately 4 hours during the course of the project
- Report Review Team
 - Up to 4 hours per member to conduct report reviews

Project Initiation Meeting

Critical Insight recognizes the value of communication and ongoing collaboration with our customers. As such, we include a project initiation meeting (kick-off meeting) with all of our engagements. During the meeting, Critical Insight will address the following topics:

- Introduce key people at Wasco County and Critical Insight
- Exchange contact information (for regular reporting and emergencies)
- Review scope of services
- Review communication, notification, and issue escalation procedures
- Discuss other specific Wasco County requests and rules of engagement
- Discuss the involvement of Wasco County staff in the project for the purpose of knowledge transfer and security
- Critical Insight will discuss the deliverables required at completion of the project, the designated recipient, and the manner in which Critical Insight will forward those deliverables

See *Appendix: A Interview Guide* for details of people, questions and times required to obtain the information requested.

Approach

Step 1 – Information Gathering

Critical Insight will collect all relevant information from document reviews and staff interviews, and review and verify gathered data. This project will include a combination of onsite and remote work. During this time, Critical Insight focuses on information gathering to gain a better understanding of the information security program, policy and procedural implementation, and the environment including:

- Identification of the organizational structure and essential stakeholders in security management activities
- The information risk environment
- Governance, policy management, acceptable risk tolerance
- Information security planning activities
- Additional functional components of the security program and the key practices supporting the security program components
- Operational risk and compliance activities
- Critical issues confronting Wasco County
- Prior information security-related assessments
- The general technical architecture
- Security training needs for staff
- Encryption – especially on mobile devices
- Limitations on information being passed (especially sensitive or regulated data)
- Strengthen passwords with apps, VoIP, voicemail PINs
- Incident response
- Specific SSL/TLS vulnerabilities

As stated, Critical Insight will derive most of the information necessary to assess the environment and supporting key practices through documentation reviews, such as policies, procedures, and plans related to information security, and interviews and subsequent discussions with knowledgeable staff responsible for various aspects of information security management including:

- Executive Management
- Key business unit leaders
- Information Security staff
- CIO, IT Management, Administrators
- Developers
- Staff focused on Business Continuity and Disaster Recovery
- Support Functions (HR, Legal, Facilities)
- Others, as applicable

Step 2 – Review and Analysis

During remote work activities, Critical Insight professionals will analyze the information gleaned from documents provided by Wasco County and our interviews with various staff. The objective is to identify critical issues and develop the prioritized recommendations for improvement. Critical Insight will assess the current environment and security management practices against a standard of practice such as the NIST Cybersecurity Framework, with specifics that may draw on various regulatory requirements, for example, the PCI DSS, depending on how data housed by Wasco County may be within the purview of those requirements.

Critical Insight will provide prioritized recommendations, based upon risk, so that Wasco County can meet the compliance objectives and strengthen its overall security program.

Step 3 – Reporting

Using the results from Steps 1 & 2, Critical Insight will develop prioritized recommendations to improve Wasco County's information security program. The recommendations to improve the environment will be based on aforementioned standards of practice, business requirements, internal security-related requirements, and practices used by peers. As part of this activity, Critical Insight will ensure that our recommendations and supporting rationale are clearly understood and appropriate for Wasco County's environment. Critical Insight will present any documentation detailing our findings and recommendations in draft form so that Wasco County has an opportunity to review, comment, correct, and approve the format and content prior to finalizing the deliverable documentation. This iterative process helps to ensure that Wasco County can make informed, incremental decisions regarding specific courses of action throughout this review.

Schedule

Period of Performance

Wasco County understands and agrees that changes in critical factors (such as those listed below in Project Change Control, or a delay in signature of this document) may impact Critical Insight's ability to meet certain dates.

Project Start Date	Within Eight (8) weeks of Effective Date
Project Completion Date	Within Eight (8) weeks of Start Date

Project Change Control

Critical Insight has made every attempt to accurately estimate time required to successfully complete the project. Wasco County acknowledges and agrees that if impediments, complications, or Wasco County requested changes in scope arise, these factors are out of the control of Critical Insight, and the length of the project and associated price could be impacted.

Examples of valid impediments, complications, and changes in scope consist of (but are not limited to):

- Wasco County initiated delay where Customer is not prepared to allow Critical Insight to begin work on the agreed upon start date thus resulting in additional cost to Critical Insight for resources that have been sent to Wasco County's site but cannot begin the Services
- Wasco County provided information necessary for timely delivery by Critical Insight is not accurate
- Delays or problems associated with third party telecommunication equipment
 - This includes, but is not limited to, cabling, servers, routers, hubs, and switches managed or installed by third parties
- Malfunctioning hardware
- Inability to access equipment or personnel that are required to complete the project
- Conflicts or incompatibilities associated with the installation of hardware or software installed by Critical Insight
- Wasco County increases the scope of services requiring additional labor, hardware, software, materials, travel, lodging, meals, or other direct costs

If any change(s) from impediments, complications, or Wasco County changes in the scope of services cause an increase or decrease in the price or level of effort of the SOW, or the time required for the performance of any part of the work to be accomplished hereunder, whether or not such work is specifically identified in the written change, then the price, delivery schedules and other affected provision(s), if any, as applicable, shall be equitably adjusted and this SOW shall be modified in writing by the mutual agreement of the parties in accordance with this Section.

Service Deliverables

Description

Critical Insight will provide the following deliverables as part of this project:

Table 1: Deliverable Description

Name of Deliverable	Description of Deliverable
Focused Security Assessment Report	A report describing the activities performed, the findings and risk identified along with a 2-year roadmap containing a set of prioritized recommendations and next steps to mitigate the risks and increase the security posture of Wasco County, North Central Public Health and Mid Columbia Center for Living
Executive Presentation	A presentation to technical, management and/or executive staff describing the findings and recommendations.

Acceptance of Deliverables

Wasco County has ten (10) business days to inspect and acknowledge full delivery of the Services to be provided by Critical Insight hereunder upon completion and delivery of the Services by Critical Insight. Wasco County will indicate such acknowledgement by signing Critical Insight’s Project Completion Form, a sample of which is attached as *Appendix A: Project Completion Form*.

If Wasco County believes that Critical Insight has not fully delivered the Services to be provided hereunder and refuses to sign the Project Completion Form on that basis, Wasco County shall identify in reasonable detail the specific Services or deliverables which Wasco County believes were not delivered, with specific reference to the corresponding sections of this SOW, via written notice to Critical Insight within such ten (10) business day period.

Following Critical Insight’s receipt of any such notification, the parties shall cooperate in good faith to promptly address and resolve any remaining Service delivery requirements. Upon Critical Insight’s delivery of the remaining Services, if any, Wasco County’s right to inspect and acknowledge full delivery shall be as stated above. If Wasco County fails to provide such acknowledgement or notice within the ten (10) business days of receiving final deliverables, Wasco County agrees that the services shall be deemed fully delivered to Wasco County, even if Wasco County has not signed the Critical Insight Project Completion Form.

Assumptions

Critical Insight used the following assumptions during development of this SOW. Any changes to these assumptions may affect the price and schedule commitment.

- Wasco County will provide Critical Insight access to the business, customer, and technical information, and facilities necessary to execute the solution
- Wasco County will provide Critical Insight on-site and off-site access to documents necessary for this assessment
- Wasco County will ensure that appropriate personnel are available to meet with Critical Insight, as necessary
- The Critical Insight professional working day is eight hours, including reasonable time for meals
 - Critical Insight understands that occasions arise during customer engagements that require a longer or shorter working day
- Critical Insight will not be obligated to extend engagements when delays result from Wasco County’s inability to meet stated prerequisites prior to an engagement, nor when delays result from Wasco County personnel not being available to provide required support
- During this effort, Critical Insight will not be responsible for negotiations with hardware, software, or other vendors, or any other contractual relationship between Wasco County and third parties
 - Critical Insight, at the request of Wasco County, will provide input to Wasco County regarding optimal product or vendor selection
- Any application code, documentation, and/or presentations developed under this SOW will be in English
- Critical Insight will perform the work between 8:30 a.m. and 5:00 p.m. (local time)
- After-hour and weekend work (when required), must be explicitly identified below or as otherwise agreed to in writing by the parties:

After-hours upon request? Yes No ☐ ☒

Weekend upon request? Yes No ☐ ☒

Location of onsite services? **All work can be conducted remotely**

Or

**Wasco County
OR, 97058**

Cost

Travel and Expense Reimbursement

All work can be conducted remotely, if desired or requested. Travel and expenses are not required on this engagement, especially if pandemic restrictions are in place.

Expenses must be preapproved by Wasco County. If travel, meals, lodging, and other direct costs for the described effort are incurred after obtaining approval from the Wasco County, those expenses shall be reimbursed by Wasco County at actual cost.

Appendix A: Interview Guide

Onsite Meetings

- Personnel for Interviews, time commitments and questions:
- **IT Administration / Network Ops / Telecom / Infrastructure / Wireless Networking / Desktop Support / InfoSec Interview Session:** Desktop admins, AD admins, Helpdesk, Network Admins, Wireless admins, architects (add InfoSec staff if the same people or if we want to combine efforts) meet for up to 2 hours (or 3-4 hours if we include the Information Security Operations staff if you have that role, which is up to you but might be a good idea. At many places, InfoSec is the same as IT, so these happen together anyway.)
- Network Team
- Go over network diagram or whiteboard
- Describe the use of VPNs
- Describe WAN connections
- Are VLANs used and are they ACLed?
- Do you control what network services and protocols are allowed on the inside of your network?
- How do you grant and remove administrative access to network devices?
- How do you maintain the patch levels and update to new versions for the network devices?
- Do you apply role-based access to network devices?
- Do you follow the Principle of Least Privilege when assigning access roles?
- Do you follow the manufacturers configuration guides or other secure configuration benchmark like The Center for Internet Security or NIST?
- Do you conduct security testing of the network after every significant update or major configuration change?
- Describe any RADIUS implementations
- Do you use secure configuration benchmarks such as NIST or CIS for guiding configuration of security and network devices?

- IT Administrators
- Describe IT and IS policies that apply to your work
- Describe desktop and server build and management practices and technologies as well as laptop/mobile workstation build and management practices and technologies
- Secure configuration baseline from CIS, NIST, MSFT?
- Do you use Shared Accounts such as the Local Administrative Password or Root Account?
- Is the Windows Firewall up by default or controlled by the network profile?
- What Antivirus is used and how are alerts, missed signature updates and missed software updates alerted and resolved?
- Is full disk encryption, such as BitLocker, in use and are Additional Decryption Keys managed by IT?
- Describe your AD/LDAP management practices?
- Is Role-Based Access Control (RBAC) used for access in applications? Are AD groups used to provide Role-Based Access Control (RBAC) for users access to systems, file shares or applications? How about machines being restricted to what other machines they can access using AG groups?
- Are AD Domain Admin and other highly privileged accounts provided limited to only those needing that level of access to do their job?
- Do users have local administrator rights on their workstations and are they able to install their own software?
- How does the staff find out about the publication of security patches, updates and security fixes and how are they tested, implemented, and validated?
- Is local software, like Adobe Acrobat, Flash, Java, etc. patched along with other software on workstations, laptops and servers?
- GPOs applied to enforce security:
- Password requirements
- Account lockout requirements
- Logging configuration for servers and workstations
- Firewall policy

- Describe Mobile device management practices and technologies
- Describe VoIP/phone architecture and management practices and technologies including if an IVR is in use
- Using PKI or AD certificates? Describe how.
- Do you use Shared Accounts such a shared Linux/Unix Root Account or admin on networking gear like switches?
- Describe Change control practices
- How do you grant and remove access to onsite and SaaS applications?
- How do you connect to systems when conducting administrative activities?
- Have you documented justification for every rule in your Firewall configurations?
- Describe remote access uses and capabilities.
- Operational Technologies (OT)
 - List all OT in use: water, wastewater/sewer, stormwater, electric utility distribution, water production/distribution, Adaptive Traffic Management Systems (ATMS), waste-to-energy plants with technologies such as SCADA, ICS, PLCs, industrial ethernet, RF, HVAC, Card Key, Video Monitoring, parking systems
 - How is OT in the field, like ATMS cabinets on street corners, secured from tampering?
 - How are they managed and by whom (Vendor managed?)
 - How and when are security patches installed on OT systems?
 - Are Vendors servicing these systems required to get preapproval before working on any OT systems?
 - Are there employees background checked (usually enforced by contract)?
 - Are Vendor's laptops or systems connecting to your network checked for current antivirus protection before being allowed to connect?
- CIO/Dir. of IT/CISO/Dir. of Security, Security Personnel: Administrators and Designers of Firewalls, VPNs and Gateways, Intrusion Detection Systems/Intrusion Prevention Systems, Data Loss Prevention, AV/Anti-malware, File Integrity Monitoring, Encryption Systems
- Do you have cyber-insurance? Does it also cover fraud (phishing, phone scams, Business Email Compromise (BEC))?

- Is data security and ownership covered in the procurement process and in vendor contracts?

• How is Information Security Governance conducted? Describe the decisionmaking processes for procurement, security decision making processes for projects or decision-making processes for outsourcing, change control and change management, compliance, risk management and governance?

- How are requests for exceptions to policy handled?
- Are Information Security and Acceptable Use Policies and Operational Security Procedures documented? Are they maintained and reapproved annually? Are they well known and do employees receive training on them?
- Is Security Awareness training conducted and how often?
- Is there an IR Plan and is it tested periodically with Tabletop Exercises (TTEs)?
- Do you incorporate security into your procurement process and if so how?
- Is an Enterprise Security Risk assessment conducted annually?
- What regulations are you required to comply with and have you achieved compliance with those regulations and standards (i.e. HIPAA, PCI, HIPAA, CJIS, NERC CIP etc.)?
- Describe Monitoring, Alerting and Incident Response technology and process
- Describe the Vulnerability Management process
- Describe any security testing processes
- Describe Security Requirements gathering for projects and procurement
- Describe the nature and management of operational Security
- Do you run security testing and how often? Vulnerability assessment? Network penetration testing? Web application pentesting and security code review? Wireless assessments? Phishing exercise? Password cracking to test for strong passwords? Security testing for digital printers, HVAC, other operational technology (OT)?
- Describe the operational security controls and technologies in use such as Firewalls, IDS/IPS, DLP, Encryption, email security, SIEM, etc. in use and how they systems are monitored for alerts?
- Do you require secure baseline configurations for all IT systems and do you regular monitor those configurations?
- Do you use Network Access Control technologies?
- Is your firewall in a Default Deny configuration?

- Are all rules documented with a business function?

Are the firewalls and any network ACLs reviewed regularly?

- Describe the Monitoring, Alerting and Incident Response systems and processes
- Describe the Vulnerability Management systems and processes
- Describe the process of gathering security requirements for new or updated technology and infrastructure
- Describe the Security Testing systems and processes in use and how the findings are incorporated into the environment and processes
- Do you conduct audits on the network and on system to find regulated or classified data and assess if it is being handled correctly?
- Do you use any data monitoring technologies or is DLP incorporated into the regulated or classified data protection measures?
- How are resets performed and how are identities verified prior to issuance of a new password?
- **HR Interview Session:** Staff who are knowledgeable about hiring, termination, job role change, and training practices, approximately ½ hour.
- Hiring process, termination process, training requirements policy enforcement
- Do you conduct Background Checks prior to hiring and for what positions?
- Describe standard and hostile terminations or job position shifts?
- Do you assist in enforcement of Policy violations? Do you use a progressive discipline system?
- How does HR notify other departments and the facilities managers of an upcoming separation? Are there forms used to track the collection of assets and the removal of both physical and logical access?
- **Procurement Interview Session:** Purchasing, Contracts, approximately ½ hour.
- Describe security in the procurement process - Are security risks weighed as a part of the procurement process?
- Do you have a process to determine security requirements prior to evaluating products, vendors and services and are security or regulatory requirements made a part of the procurement evaluation process?

- Are specific statements required to be in contracts that cover security of CCL assets and data?
- Do you have regulated data or operations that requires signing of data sharing agreements or business associate agreements?

Is there a process to monitor vendor compliance and are there measures taken if a vendor is found to not be in compliance?

- **Development Teams and Managers and Applications/Database Interview Session:** In-house development staff and managers and staff who are knowledgeable about the team's practices, methods of operation, use of encryption in apps and databases and the development process, up to 1-1 1/2 hours
- Dev Team and Dev Managers:
- Describe the SDLC?
- Waterfall, Agile, DevSecOps methods used?
- What coding standards are being used and are they documented?
- Are developers required to take OWASP security training?
- When and how often is testing performed and what kind of testing is performed? Security code reviews? Web application penetration tests? Testing based on OWASP?
- Is there logical separation of Dev, Test, and Prod environments?
- Who is allowed to promote code and how is it approved?
- Is there segregation of duties between developers and production administrators?
- Is live data every used in Dev or Prod?
- Describe developer training.
- Describe the results of the last or typical security code review.
- Describe the last or typical web application security assessment.
- What is the process for incorporating lessons learned back into the coding standards and practices?
- How do you assess the controls expected on classified systems or systems and networks handling regulated or classified data?

- - Do you apply role-based access to applications and systems using regulated or classified data?
 - Do you follow the Principle of Least Privilege when creating Windows, applications and SaaS access roles for regulated or classified data?
 - DBAs and Application Administrators:
 - Cloud SaaS or on premises?

- How do you provide access based on the principle of least privilege?
- Is all access to the application for users entirely role-based access control (RBAC) and what are those roles based on?
- Is access reviewed periodically and how often?
- How is access approved?
- Do you use multifactor authentication for access whether by users or by administrators?
- How are users decommissioned?
- How are connections made to the DB, stored procedures or direct DB calls?
- Is data encryption enforced at the application layer or the DB layer and how and what ciphers?
- What authentication methods are used for the application and where can the application be accessed from, i.e. the Internet or internal only?
- Is the application using a fat client, thin client, Citrix/RDP or VPN?
- **Facilities and Plant Interview Session:** People whose responsibilities include building and facility access control, employee and visitor badging and escorting, video monitoring, card key and physical key systems, datacenter controls such as back-up power, temperature sensors, water sensors, fire suppression, paper and media management and disposal (shredding), up to 1 hour
- Describe physical security controls
- Card keys
- Duplicates allowed?
- Temp card keys issued to employees when left 'at home'?
- Are access records logged, where are they logged, and how long are the logs being retained for?
- Fail open or fail closed?
- Is the card key system patched regular (just like other computers on the network)?
- Door force alarms? Who responds?
- Keys
- Masters/submasters in use? How are they issued, to whom?

- Do you re-core any affected lock when a key is lost or not returned upon employee separation/termination?
- Are key safes in use?
- Does your team control file cabinet keys? If not, who does?
- PIN pad entry
- Are all codes unique to an individual?
- Do the PIN system log accesses and identify the person who used the PIN pad for entry?
- Cameras/Video Monitoring
- All locations?
- Are videos streams monitored in real time or only after an incident?
- Where are the videos stored, and how long are they being retained for?
- Is the video monitoring system patched regular (just like other computers on the network)?
- For the video monitoring in datacenters, are all ingress/egress cameras located within the datacenter and facing the door from the inside?
- Describe Fire/Water/Temp alerts in Datacenters
- Describe business continuity plan for facilities including back-up generators and the amount of time available based on fuel storage
- Describe media destruction and disposal – shred bins? Contracted destruction services?

**CRITICAL INSIGHT
MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (“MSA”), together with any then-current Statement of Service (“**SOS**”) between Customer and Critical Insight, Inc. (“**CI**”) and the related exhibits, documentation and specifications CI may from time to time deliver or make available to Customer, govern and control the Services described in the ordering SOS. Capitalized terms not otherwise defined below shall have the meaning assigned to them in the SOS. Unless otherwise stated in a SOS, the terms of this MSA shall control any conflicting or inconsistent term in such SOS.

1. **Definitions.** Capitalized terms in this Agreement not otherwise defined have the meaning described below, for both singular and plural form.
- a. **“Agreement”** means this MSA, each SOS, and each exhibit that supplements the MSA and/or a SOS, as each such document may be amended from time to time.
 - b. **“Appliance”** means the computer hardware unit integrated in Customer’s Internet server stack as part of CI’s provisioning process and included in, and required to enable activation and performance of, the CI Products.
 - c. **“CI Assets”** means all computer hardware, software, networking tools and equipment, appliances and devices owned and operated by CI that are deployed or engaged in performance, in whole or part, of the Services, including any Appliance(s) provided to Customer in connection with the Services.
 - d. **“CI Products”** means the CI Programs, Appliances, monitoring and response services, action plans, Reports, graphics, pictorial and functional representations, spreadsheets, presentations, analyses, processes, methods, procedures, concepts, know-how, techniques, practices, and all related manuals and Documentation, and modifications and improvements in respect to any of the foregoing, provided, delivered or made available to Customer by CI pursuant to a mutually executed SOS.
 - e. **“CI Programs”** means the Critical Insight™ monitoring software programs and applications, designs, inventions, source code, tools, patches, updates and new versions to any of the foregoing, user ID’s, user interfaces, tokens, passwords and portals licensed to Customer by CI as part of the CI Products but excludes third-party software and custom programs, if any, developed by CI for Customer.
 - f. **“CI Services”** means the consulting services described in the ordering SOS and any other professional services that CI provides to Customer at Customer’s request
 - g. **“Customer Data”** means the in-bound and out-bound Internet borne data hosted on Customer’s proprietary servers that is accessed and monitored by the CI Programs.
 - h. **“Customer Infringement Exclusion”** means (i) Customer’s use of the CI Programs except as permitted under this Agreement or Customer’s combination of the CI Programs with any hardware, software or other materials either that are not provided by CI, or that could not reasonably have been anticipated to be used in combination with the CI Programs, in each case where absent such combination the CI Programs would be non-infringing, (ii) Customer’s use of other than the most current release of the CI Programs that results in a claim or action for infringement that could have been avoided by use of the current release, provided that CI has supplied Customer with the most current release at no additional fee, or (iii) the provision by Customer to CI of materials, designs, know-how, software or other intellectual property with instructions to CI to use the same in connection with the CI Programs.
 - i. **“Confidential Information”** means all information, data, and material one party hereto (the receiving party) obtains from the other party (the disclosing party) in connection with this Agreement; provided, that Confidential Information does not include information that: (i) was known to the receiving party without restriction before receipt from the disclosing party; (ii) is publicly available through no fault of the receiving party; (iii) is rightfully received by the receiving party from a third party without a duty of confidentiality; (iv) is independently developed by the receiving party without reference to any Confidential Information of the disclosing party; or (v) is deemed to be public records pursuant to applicable federal, state or local laws or regulations, including without limitation, the Oregon Public Records Act. Confidential Information also includes the terms of this Agreement, non-public personal or financial information relating to a party’s employees, customers or contractors, all trade secrets, processes, proprietary data, information or documentation and any pricing or product information the disclosing party provides to the receiving party.
 - j. **“Documentation”** means the Service descriptions, playbooks, instructions and protocols set forth in digital or hard copy format and provided or made available to Customer by CI.
 - k. **“Effective Date”** means the date set forth in the signature block of this Agreement.
 - l. **“Excused Downtime”** means any of the following: (i) force majeure events as defined in Section 16.a. hereof; (ii) data transmission failures outside the control of CI; and (iii) scheduled and emergency maintenance

- outages. Schedule maintenance is generally conducted between the hours of 8 p.m. Saturday and 8 a.m. Sunday, U.S. Pacific Time. Maintenance outages include, without limitation, installation of software updates and patches, service packs and routine server and application configuration changes. CI may schedule a nonroutine maintenance outage on an as needed basis in its sole discretion and, except in instances of emergency maintenance, will use commercially reasonable efforts to notify Customer forty-eight (48) hours in advance of any such outage.
- m. **“Report”** means any written summary, analysis, finding, schedule or other, similar document prepared for Customer by CI as part of the Services specified in the ordering SOS.
 - n. **“Security Breach”** means the actual or suspected unauthorized third-party access to or use of the CI Assets that compromises the security or functionality of such assets or the confidentiality or integrity of any Customer Confidential Information stored thereon.
 - o. **“Services”** means the CI Products and CI Services together.
 - p. **“Services Term”** shall have the meaning set forth in Section 11.a. hereof.
 - q. **“Termination Event”** means with respect to either party, that party becomes the subject of a proceeding under the Bankruptcy Code, (i) seeking the appointment of a trustee, receiver or custodian or (ii) seeking the liquidation, winding-up, dissolution, reorganization or the like of such party, and the proceeding is not dismissed within 30 days of its commencement. If a party is subject to a Termination Event, such party shall promptly use commercially reasonable efforts to seek court authorization to pay all post-petition fees as an administrative expense.
 - r. **“Termination Fee”** means the pro-rated portion of the total Service fee specified in the ordering SOS applicable to the period remaining in the then current Services Term as of the effective date of termination.
2. **Services.** CI will provide Customer the Services set forth in one or more SOS's, which the parties may enter into from time to time, for the term of such SOS. Each SOS, and any related exhibits, will provide additional terms and conditions specific to the Services described in such SOS.
3. **Implementation & Performance.** At all times during the term of the SOS, Customer will provide to CI such access to Customer's technology infrastructure, including proprietary and licensed software and service programs and applications, and authorized personnel as specified in the SOS, the Documentation, and as CI may otherwise reasonably require to configure, integrate, enable, deliver and perform the Services set forth in the SOS. Customer will promptly obtain and provide to CI any required licenses, approvals, consents, permissions and credentials to Customer's facilities, systems, hardware, devices, software and services, as necessary for CI's timely access, performance and delivery of the Services. Customer acknowledges and agrees (a) that CI's performance and delivery of the Services are at all times conditioned upon (i) Customer providing timely, secure and unencumbered access to Customer's authorized personnel, facilities, equipment, systems, hardware, software, devices, network and data, and (ii) Customer's timely decision-making and granting of approvals, authorizations or permissions; and (b) that CI shall not be in breach of its Services obligations hereunder, or liable for any resulting loss, damage or injury, arising from or in any way related to (A) Customer's failure to timely satisfy and perform the conditions to CI's performance herein specified, or (B) CI's implementation and performance of Documentation-authorized protocols.
4. **CI Program License.** Upon mutual execution of an SOS for delivery of CI Program support, payment of the fees set forth in such SOS and for the duration of the term of such SOS, Customer will have a nonexclusive, non-assignable (except as provided in Section 16.e.), non-sublicensable, royalty-free, worldwide limited right to access and use the CI Programs solely for Customer's internal business operations and subject to the terms of this Agreement. Only Customer's authorized personnel may access and use the CI Programs, and Customer is solely responsible for compliance with this Agreement by users accessing the CI Programs with Customer's credentials.
5. **Ownership and Restrictions.** Customer retains all ownership and intellectual property rights in and to Customer Data and, subject to timely payment of applicable Service fees, any Reports prepared by CI for Customer. CI irrevocably assigns and transfers to Customer all of its worldwide right and title to, and interest in, the Reports, including all associated copyright, patent, trade secret, trademark and any other intellectual property or proprietary rights (**“Intellectual Property Rights”**). Additionally, CI grants to Customer a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, non-terminable, transferable, sublicensable license to all Intellectual Property Rights used in the creation of the Reports in order for Customer to exercise its rights in the Reports as contemplated by the applicable SOS. Without limiting the foregoing, (i) the Reports are “works made for hire” to the extent permitted by law, and (ii) CI will not assert, and otherwise waives, any “moral rights” in the Reports and CI hereby assigns all right, title and interest in such materials to Customer and agrees to reasonably assist Customer, at Customer's expense, to perfect such interest.

Except for Reports provided to Customer as part of the Services, CI retains all ownership and Intellectual Property Rights in and to the Services, and in furtherance thereof, Customer may not:

- a. Remove or modify any proprietary marking or notice of CI's proprietary rights;
 - b. Make any aspect of the Services available in any manner to any third party for commercial use by such party, unless such access is expressly permitted in a SOS;
 - c. Modify, make derivative works from, disassemble, reverse engineer or reverse compile any part of the Services (the foregoing prohibition includes, without limitation, review of data structures, signatures or similar materials produced by the Services), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to CI;
 - d. Except for Reports and as required by applicable law, disclose to any third party the results of any Service without CI's prior written consent;
 - e. License, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timeshare or service bureau use, or otherwise commercially exploit or make the Services available to any third party other than as expressly authorized under this Agreement.
6. **Exclusions.** Customer is solely responsible for any hardware, software and networking tools, devices and appliances that are not provided by CI pursuant to this Agreement. Customer's responsibilities include, without limitation, Customer systems installation, maintenance and administrator activities, software and application licensing requirements, conditions and related financial commitments. Customer is solely responsible, at Customer's expense, for establishing, maintaining, operating and regulating Customer's access to the Internet, including without limitation, all computer hardware and software and properly configured and installed systems, browsers, modems, access lines and distributed networks necessary to enable, maintain, monitor and control Customer's Internet access.
7. **CI Assets.** During the term of this Agreement, CI shall observe and maintain data, technical and physical systems and asset security, personnel practices, and continuous monitoring and maintenance protocols in respect to each of the foregoing, all in design, manner and practice consistent with then prevailing industry standards, to: (a) protect and maintain the integrity of (i) all Customer Data and Customer Confidential Information in CI's possession, and (ii) CI Assets, from unauthorized use, alteration, access, disclosure, damage or destruction; (b) detect, protect against and prevent a Security Breach; and (c) provide CI employees and agents the appropriate training necessary to maintain the confidentiality, security and physical integrity of (i) Customer Data and Customer Confidential Information in CI's possession, (ii) Critical Insight's Confidential Information, and (iii) the CI Assets. CI shall promptly notify Customer upon discovery of a confirmed Security Breach.
8. **CI Programs Service Levels.** CI will use commercially reasonable efforts to achieve the minimum availability of the CI Programs set forth in the Documentation, not including the Excused Downtime, and CI will monitor the availability of its systems on a 24/7 basis.
9. **Warranties, Disclaimers and Exclusive Remedies.** CI warrants (i) that the CI Products will be performed in all material respects in accordance with the Service Documentation referenced in the ordering SOS, (ii) that the CI Programs shall be maintained and available at the service levels specified in Section 8 hereof, and (iii) that the CI Services will be performed in a good and workmanlike manner substantially in accordance with industry standards. If the Services provided to Customer for any given calendar month during the Services Term are not performed as warranted, Customer must provide written notice to CI no later than five (5) business days after the last calendar day of such month or, if different, as provided in the ordering SOS.

CI DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT CI WILL CORRECT ALL SERVICE ERRORS. CUSTOMER ACKNOWLEDGES THAT CI DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING WITHOUT LIMITATION, THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO THE LIMITATION, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. IN ADDITION, DELIVERY OF THE CI SERVICES MAY BE CONTINGENT UPON THE ACCESS, SUPPORT AND COOPERATION OF CUSTOMER, WITHOUT WHICH SUCH SERVICES CANNOT BE PERFORMED. CI IS NOT RESPONSIBLE FOR, AND SPECIFICALLY DISCLAIMS LIABILITY FOR, ANY DELAYS, DELIVERY OR SERVICE FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS AND CONDITIONS.

FOR ANY BREACH OF THE ABOVE WARRANTIES, CI WILL REMIT A SERVICE FEE CREDIT TO CUSTOMER EQUAL TO TEN PERCENT (10%) OF (A), IF FOR CI PRODUCTS, THE NET MONTHLY FEES FOR THE APPLICABLE CI PRODUCTS FOR THE MONTH IN WHICH THE BREACH OCCURRED; AND (B), IF FOR CI SERVICES, THE NET SERVICE FEE SET FORTH IN THE ORDERING SOS. THE CREDIT WILL BE APPLIED AS FOLLOWS: (X) FOR CI PRODUCTS, AT CUSTOMER'S SOLE ELECTION, (i) AS AN OFFSET AGAINST ACCRUED BUT UNPAID FEES THEN OWED TO CI, IF ANY, (ii) AS A CREDIT TOWARD RENEWAL TERM FEES, IF ANY, NEXT COMING DUE, OR (iii) AS A REFUND PAYMENT BY CI; AND (Y) FOR CI SERVICES, ONLY AS AN OFFSET TOWARD ANY ACCRUED BUT UNPAID FEES OWED TO CI FOR THE RELATED SERVICES.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICES, INCLUDING ANY REPORTS OR OTHER TANGIBLE OR INTANGIBLE ITEMS FURNISHED BY CI TO CUSTOMER, ARE PROVIDED ON AN “AS IS” BASIS WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND. CI MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SERVICES WILL RENDER CUSTOMER’S NETWORK AND SYSTEMS SAFE FROM MALICIOUS CODE, INTRUSIONS, OR OTHER SECURITY RISKS OR BREACHES OR THAT THE SERVICES WILL DETECT, REPORT OR NEUTRALIZE ALL SUCH MALICIOUS CODE, INTRUSIONS, SECURITY RISKS OR BREACHES. TO THE EXTENT NOT PROHIBITED BY LAW, THE FOREGOING WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING FOR HARDWARE, SOFTWARE, SYSTEMS, NETWORKS, ENVIRONMENTS OR SERVICES OR FOR MERCHANTABILITY, NONINFRINGEMENT, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Indemnity.

- a. **CI Infringement Indemnity.** Subject to Section 10.c., CI will defend Customer in any suit or cause of action, and indemnify and hold Customer harmless against, and pay on behalf of Customer, any damages awarded to third parties in any such suit or cause of action (including reasonable attorneys’ fees awarded to such third parties and settlement amounts) alleging that the CI Programs as provided by CI and used in accordance with the terms of this Agreement infringe upon any United States patent, copyright, trade secret, or other proprietary right of a third party, *provided that*, the foregoing infringement indemnity will not apply and CI will not be liable for any damages assessed in any suit or cause of action to the extent resulting from a Customer Infringement Exclusion. If any CI Program is held or believed to infringe on any third party’s intellectual property rights, CI may, in its sole discretion, (i) modify the CI Program to be non-infringing, (ii) obtain for Customer a license to continue using such CI Program, or (iii) if neither (i) nor (ii) are commercially practical, terminate this Agreement as to the infringing CI Program and return to Customer any unearned fees paid by Customer to CI in advance. This Section 10.a. states CI’s entire liability and Customer’s exclusive remedies for infringement of intellectual property rights of any kind.
- b. **Customer Infringement Indemnity.** Subject to Section 10.c., Customer will defend CI in any suit or cause of action, and indemnify and hold CI harmless against, and pay on behalf of CI, any damages awarded to third parties in any such suit or cause of action (including reasonable attorneys’ fees awarded to such third parties and settlement amounts) alleging infringement upon any United States patent, copyright, trade secret, or other proprietary right of a third party, to the extent that any such suit or cause of action results from an allegation of a Customer Infringement Exclusion. This Section 10.b. states Customer’s entire liability and CI’s exclusive remedies for infringement arising from a Customer Infringement Exclusion.
- c. **Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned upon the following: (i) the indemnitee (“**Indemnitee**”) promptly notifies the indemnitor (“**Indemnitor**”) in writing of such suit or cause of action, *provided*, that, any failure by Indemnitee to so promptly notify Indemnitor will not serve to reduce or forfeit an Indemnitee’s rights hereunder unless and only to the extent such failure prejudices the rights and remedies of Indemnitor in respect to such suit or proceeding, (ii) the Indemnitor controls any negotiations or defense and the Indemnitee assists the Indemnitor as reasonably required by the Indemnitor, and (iii) the Indemnitee takes all reasonable steps to mitigate any potential damages that may result.

11. Term and Termination.

- a. Services under this Agreement shall be provided for the initial Services Term set forth in the ordering SOS. The initial term of the Services and any renewal term thereof are, herein, the “**Services Term**”. Upon expiration or earlier termination of the Services Term, (i) if CI Services, all obligations of CI to perform and deliver, and all rights of Customer to receive, the CI Services, including the CI Services listed on the ordering SOS, shall contemporaneously terminate, (ii) if CI Products, all rights of Customer to access and use, and all obligations of CI to enable and provide, the CI Products, including the CI Products listed in the ordering SOS, shall contemporaneously terminate, (iii) if no ordering SOS is then in effect, the term of this Agreement shall contemporaneously terminate or expire, as applicable, and (iv) Customer shall promptly assemble any Appliance(s) located on Customer’s premises for retrieval by CI’s designated vendor for delivery to CI (at CI’s sole expense). Customer is responsible for (x) returning such Appliance(s) to CI in good and operable condition, normal wear and tear excepted, and (y) the full replacement cost of any Appliance that is damaged while in Customer’s possession or that Customer otherwise fails to return to CI as herein required, which amount shall be due upon demand by CI.
- b. This Agreement may be terminated by either party for convenience by giving the other party not less than sixty (60) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against the other party. In addition, if either party breaches a material term of the Agreement and fails to cure the breach within thirty (30) calendar days of delivery by the non-breaching party of written notice of breach and demand for cure thereof, then the breaching party is in default and the non-breaching party may without further

- notice to the breaching party immediately terminate the then current SOS. If CI terminates the SOS and related Services Term as specified in the immediately preceding sentence, Customer shall pay to CI all accrued but unpaid fees, if any, for the period prior to the effective date of termination, plus, as an early termination fee and not a penalty, the Termination Fee. In addition to the foregoing, any then current SOS will automatically terminate in the event of a Termination Event.
- c. In addition, CI may immediately upon written notice to Customer, at CI's sole election, either (i) suspend the Services under the ordering SOS, including without limitation and if applicable, Customer's passwords, account and access to and use of the CI Products, or (ii) terminate the ordering SOS, (A) if Customer fails to pay CI as required under this Agreement and fails to cure the non-payment within ten (10) calendar days of delivery by CI of written notice of breach due to non-payment, (B) if Customer violates any provision of Sections 3, 4, 5 or 13 hereof, or (C) if CI concludes that Customer's requests, requirements or commercial activities expose the Services or CI personnel to risk of harm, damage, injury, liability or violation of applicable law. Any suspension by CI of the Services under this Section 11.c. shall not excuse Customer from its continuing obligation to make payment(s) under the ordering SOS.
 - d. Sections 1, 5, 6, 9, 10 and 12 - 16 shall survive termination or expiration of this Agreement.

12. Fees, Expenses, Taxes and Invoicing.

- a. Customer shall pay the fees for the Services ordered as set forth in the ordering SOS. All fees due under this Agreement are non-cancelable and payments thereof are non-refundable. Customer shall reimburse CI for actual and reasonable expenses incurred by CI in performing the Services (i) only on a pass-through basis without markup, and (ii) only if preapproved by Customer in the ordering SOS or similar writing. Fees and expenses, if any, listed in a SOS are exclusive of taxes. Customer is responsible for payment of any sales, value-added or similar taxes imposed by applicable law for the Services ordered by Customer, except for taxes based on CI's income.
- b. Commencing the initial renewal Services Term (if any) and on an annual basis thereafter, all fees shall be subject to adjustment, in CI's sole reasonable discretion, in an amount not to exceed the greater of (i) the change in the U.S. Department of Labor CPI-All Urban Consumers for the immediately preceding annual period, and (ii) 5%.
- c. Unless otherwise specified in the ordering SOS, (i) fees for CI Products are payable in advance on an annual basis, and (ii) fees for CI Services are payable in arrears on a monthly basis. In each instance payment is due within thirty (30) calendar days from the invoice date. Late payments shall accrue interest at the lesser of (i) 12% per annum, and (ii) the highest statutory rate, from the payment due date until paid in full. In the event of Customer's termination of a SOS for any reason prior to expiration of its stated Services Term, CI shall be entitled to receive, and Customer shall pay on demand, as an early termination fee and not a penalty, the Termination Fee. In the event Customer's past due account is submitted to an attorney or collections service for recovery, CI shall be entitled to recover the cost of collection, including reasonable attorneys' fees, in addition to all past due amounts. The rights and remedies set forth in this Section 12 are in addition to any other legal, equitable and contractual rights and remedies available to CI.

13. Confidentiality; Security.

- a. The receiving party will use Confidential Information of the disclosing party solely for the purposes of performing its obligations under the Agreement. The receiving party will not disclose or make Confidential Information of the disclosing party available to any third party, except as specifically authorized by the disclosing party in writing. Upon the disclosing party's written request, the receiving party will promptly return to the disclosing party all of its Confidential Information, or certify in writing signed by an authorized representative that it has destroyed all such materials; *provided that*, in no event will the receiving party be obligated or required to amend, modify or destroy back up media and systems maintained in the ordinary course of business and designed in a manner to prevent the unauthorized access to or use of the data stored on such media and systems. Neither party will disclose to the other party or use in performance of its obligations hereunder any information, data, materials, or documents of a third party considered confidential or proprietary without the written authorization of such third party. Each party may disclose Confidential Information of the other party when compelled to do so by law if it provides, where legally permissible, reasonable prior notice to such other party. In furtherance of the foregoing, CI shall require each of its employees and agents providing any aspect of the Services hereunder to execute a confidentiality agreement incorporating confidentiality and non-use provisions consistent with, and no less restrictive than, the requirements of this Section 13.a.
- b. At all times during the Services Term, CI shall maintain reasonable and appropriate safeguards, security measures and protocols, which in no event shall be less effective than industry-standard safeguards, security measures and protocols, designed to (i) reasonably protect Customer's Confidential Information in CI's possession or control from unauthorized use, alteration, access or disclosure; and (ii) detect and prevent a breach of such safeguards, security measures and protocols by any unauthorized party.

- c. Notwithstanding the foregoing, CI may use the Customer's information for purposes other than the performance of the Services but only in an aggregated, anonymized form, such that Customer is not identified, and Customer will have no ownership interest in such aggregated, anonymized data. The parties each acknowledge that there may be no adequate remedy at law for its failure to comply with the terms of this Section. Accordingly, in the event a Receiving Party fails to comply with these terms, the Disclosing Party shall have the right, without prejudice to any other rights or remedies available to it, to seek equitable relief and protect its rights hereunder, by way of temporary restraining order or injunction, and such other alternative relief as may be appropriate, without the necessity of posting any bond or surety.
14. **Limitation of Liability.** WITHOUT LIMITING ANY INDEMNIFICATION OBLIGATIONS OF A PARTY UNDER SECTION 10 OF THIS AGREEMENT OR (EXCEPT AS EXPRESSLY PROVIDED OTHERWISE BELOW) THE LIABILITY OF A PARTY FOR ANY BREACH OF ITS OBLIGATIONS UNDER SECTION 13 OF THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL (A) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES), WHETHER OR NOT SUCH PARTY WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND (B) A PARTY'S TOTAL LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT FOR THE SERVICES DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT, ACT OR OMISSION GIVING RISE TO SUCH LIABILITY, EXCEPT THAT WITH REGARD TO LIABILITY OF A PARTY FOR BREACH OF ITS OBLIGATIONS UNDER SECTION 13 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S CUMULATIVE LIABILITY EXCEED THE LESSER OF (X) THE TOTAL CONTRACT PRICE OF THE APPLICABLE SOS, OR (Y) TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000). THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.
15. **Export.** Export laws of the United States and any other related local laws and regulations may apply to the Services. Such laws govern Customer's use of the Services and any data provided by CI to Customer under this Agreement, and Customer shall comply with all such laws and regulations. No data, information, software programs and/or other materials resulting from the Services will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws.
16. **General.**
- a. **Force Majeure.** Neither party shall be liable to the other party or deemed to be in default for any delay or failure in performance of any obligation under the Agreement or interruption of any Service resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, acts of terrorism, acts of third parties over whom the party has no control, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, epidemics, pandemics, the elements or any other similar cause beyond the reasonable control of such party.
 - b. **Audit.** CI may audit, at its own expense, Customer's user logs and related data for the purpose of determining Customer's compliance with the terms of this Agreement, including any then operative SOS. Audits shall be conducted by CI or its designee and shall be limited to records from the Effective Date of the ordering SOS to the month of the audit. CI shall be limited to one (1) audit per twelve (12) consecutive calendar month period. CI shall give ten (10) business days prior written notice of its intention to perform an audit. If any audit reveals non-compliance by Customer of any material term of the Agreement, then (i) Customer shall promptly initiate and prosecute to completion any remedial action required to cure such non-compliance, provided such noncompliance is reasonably subject to cure, and (ii) if the non-compliance is a variance of 5% or more in the total count of network users upon which Customer's then-current annual subscription fee is based, then CI may adjust the annual subscription fee specified in the ordering SOS for the period then remaining in the Services. In addition, if any audit reveals actual network users exceeding contracted network users by 5% or more, then Customer shall pay CI for all underpayments, plus interest, and shall reimburse CI for the reasonable cost of the audit.
 - c. **Notice.** Except as provided herein, any notice, approval or consent required or permitted hereunder shall be: (i) in writing; (ii) delivered by (A) hand or by overnight courier service, or (B) electronic mail to the respective addresses of the parties as set forth in the ordering SOS (or such other address a party may designate in writing); and (iii) effective upon actual delivery if by hand or courier service (or upon attempted delivery if receipt is refused), or upon electronic confirmation of successful delivery if by email.
 - d. **Integration; Waiver.** This Agreement, including any SOS, Documentation, exhibit, document or information or policy accessed by referenced URL, is the complete agreement for the Services ordered by Customer, and supersedes all prior or contemporaneous agreements, representations and understandings, written or oral, regarding such Services. If any provision of this Agreement shall be judicially determined to be unenforceable

or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable. A party's rights, obligations and restrictions hereunder may not be waived except in a writing signed or digitally accepted by an authorized representative of each party.

- e. **Non-Solicitation.** During the term of this Agreement and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, solicit for employment, employ or engage, whether as an employee or independent contractor, any employee or independent contractor of the other party involved in the delivery, management, performance, review or acceptance of the Services or Deliverables hereunder. In the event a party hires a current or former employee or contractor of the other party in violation of this Section 16.e., the breaching party shall pay the other party, on demand, a placement fee equal to forty percent (40%) of the newly hired or engaged individual's annual base compensation (or budgeted first year aggregate fees).
- f. **Assignment.** No right or obligation under the Agreement (including the obligation to pay or right to receive monies due) may be assigned, delegated or subcontracted by a party without the prior written consent of the other party, and any purported assignment without such consent shall be void; *provided*, that no such consent shall be required in the event of an assignment resulting from the merger of a party with and into a third party, or the sale of (i) all or substantially all of a party's assets, or (ii) a controlling interest in a party's voting equity.
- g. **Controlling Law.** This Agreement shall be construed in accordance with the laws of the State of Washington without regard to its principles of conflict of laws. The exclusive jurisdiction and venue of any action relating to this Agreement shall be the Superior Court of Washington for the County of King or the United States District Court for the Western District of Washington and each party hereto submits itself to the exclusive jurisdiction of such courts and waives any argument relating to the convenience of forum. The rights and remedies herein provided are in addition to those available to either party at law or in equity.
- h. **Customer Reference.** CI may use Customer's name and logo to identify Customer as a CI customer on CI's website and in other marketing materials so long as Customer's name and logo do not appear with greater prominence than CI's other customers.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. A faxed, .pdf or electronic signature shall have the same legally binding effect as an original signature.
- j. **Modification.** This Agreement and any SOS may not be changed, altered or modified except in a writing signed by an authorized representative of each of the parties hereto; *provided*, that, notwithstanding the foregoing, Documentation that by its terms may be modified by email communication among authorized representatives of the parties may be so modified with binding effect.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of February 7, 2024 (the "**Effective Date**").

CRITICAL INSIGHT, INC.

COMPANY NAME:

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____



MOTION

SUBJECT: Security Risk Assessment

I move to approve the Statement of Service agreement between Wasco County and Critical Insight to conduct a Security Risk Assessment for Information Services.

IN THE BOARD OF COMMISSIONERS
OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE PROPOSED)	
VACATION OF A PORTION OF H STREET)	REPORT OF PUBLIC WORKS
WITHIN FRUITLAND PARK ADDITION)	DIRECTOR
THE DALLES, OREGON, SECTION 5,)	
TOWNSHIP 1 NORTH, RANGE 13 EAST,)	
WILLAMETTE MERIDIAN.)	

TO THE HONORABLE BOARD OF COMMISSIONERS OF WASCO COUNTY,
OREGON:

In compliance with Order #24-006 of the Board of Commissioners dated March 6th, 2024, I have investigated the Public Road as follows:

LEGAL DESCRIPTION

Approximately a 925 foot section of H Street, within the Fruitland Park Addition, located between Cherry Heights Road and Kingsley Street West, The Dalles, Oregon, Section 5, Township 1 North, Range 13 East, Willamette Meridian.

Attached hereto, and by this reference made a part hereof, is a map with photos marked as Exhibit "A" showing the location of the above described section of road.

Background

The group of petitioners owns all the land around and within the sections of the right-of-way to be vacated. This road was created and dedicated as a public road through the plat of the Fruitland Park Addition on December 15, 1910. This road right-of-way has never been developed to date.

Facts and Findings

The right-of-way proposed for vacation is not developed; much of the topography is quite steep and would require significant work to improve. There are also several permanent structures, including a home that has been sited within the right-of-way. All current landowners still have good and clear access without this right-of-way. The County has no current or future road needs for this right-of-way. To my knowledge, there are no public utilities located in the right-of-way proposed for vacation and this right-of-way serves no publicly owned lands or resources.

Fiscal Impact

The right-of-way would revert to private ownership and onto the tax rolls. The County does not maintain this right-of-way now, so vacation would have no fiscal impact to the Public Works Department.

Recommendation

100% of the adjacent landowners have petitioned, so no public hearing is required. There is no public benefit to retaining this right-of-way. *It is my recommendation that the Board of Commissioners grant the vacation request.*

Dated this 17th day of April, 2024

Arthur Smith
Director, Wasco County Public Works



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE VACATION OF A PORTION OF H STREET WITHIN FRUITLAND PARK ADDITION THE DALLES,
OREGON, SECTION 5, TOWNSHIP 1 NORTH, RANGE 13 EAST, WILLAMETTE MERIDIAN

ORDER #24-009

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That a petition, attached and by this reference incorporated herein, has been duly filed with this Board seeking the vacation of the below described Road; That upon initiation of these proceedings by said petition the County Road Official was directed by this Board to prepare and file with this Board a written report describing the ownership and uses of the Road and a determination of whether the vacation would be in the public interest; That said report, attached and by this reference incorporated herein, has been received by this Board; and

IT FURTHER APPEARING TO THE BOARD: That as provided in ORS 368.351 because the report indicates that the County Road Official assessment is that the vacation is in the public interest and these proceedings were initiated by a petition under ORS 368.341 that contained the acknowledged signatures of owners of 100% of any private property proposed to be vacated and acknowledged signatures of owners of 100% of property abutting any public property proposed to be vacated approving the proposed vacation a hearing in this matter may be dispensed with and vacation of the subject road ordered.

NOW, THEREFORE, IT IS HEREBY ORDERED: That the following described Roads located in Wasco County, Oregon, be and are hereby declared vacated:

A Portion of H Street within Fruitland Park Addition The Dalles, Oregon,
Section 5, Township 1 North, Range 13 East, Willamette Meridian

LEGAL DESCRIPTION

Approximately a 925 foot section of H Street, within the Fruitland Park Addition, located between Cherry Heights Road and Kingsley Street West, The Dalles, Oregon, Section 5, Township 1 North, Range 13 East, Willamette Meridian.

Attached hereto, and by this reference made a part hereof, is a map with photos marked as Exhibit "A" showing the location of the above described section of road.

This vacation shall become effective upon payment by the petitioner(s) of the following fees (ORS 368.356):

\$ to the County Assessor for remapping.

\$ to the County Surveyor to update the Surveyor's copy of the plat.

\$ to the County Clerk to have the vacation recorded.

DATED this 17th Day of April, 2024.

WASCO COUNTY BOARD OF COMMISSIONERS:

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

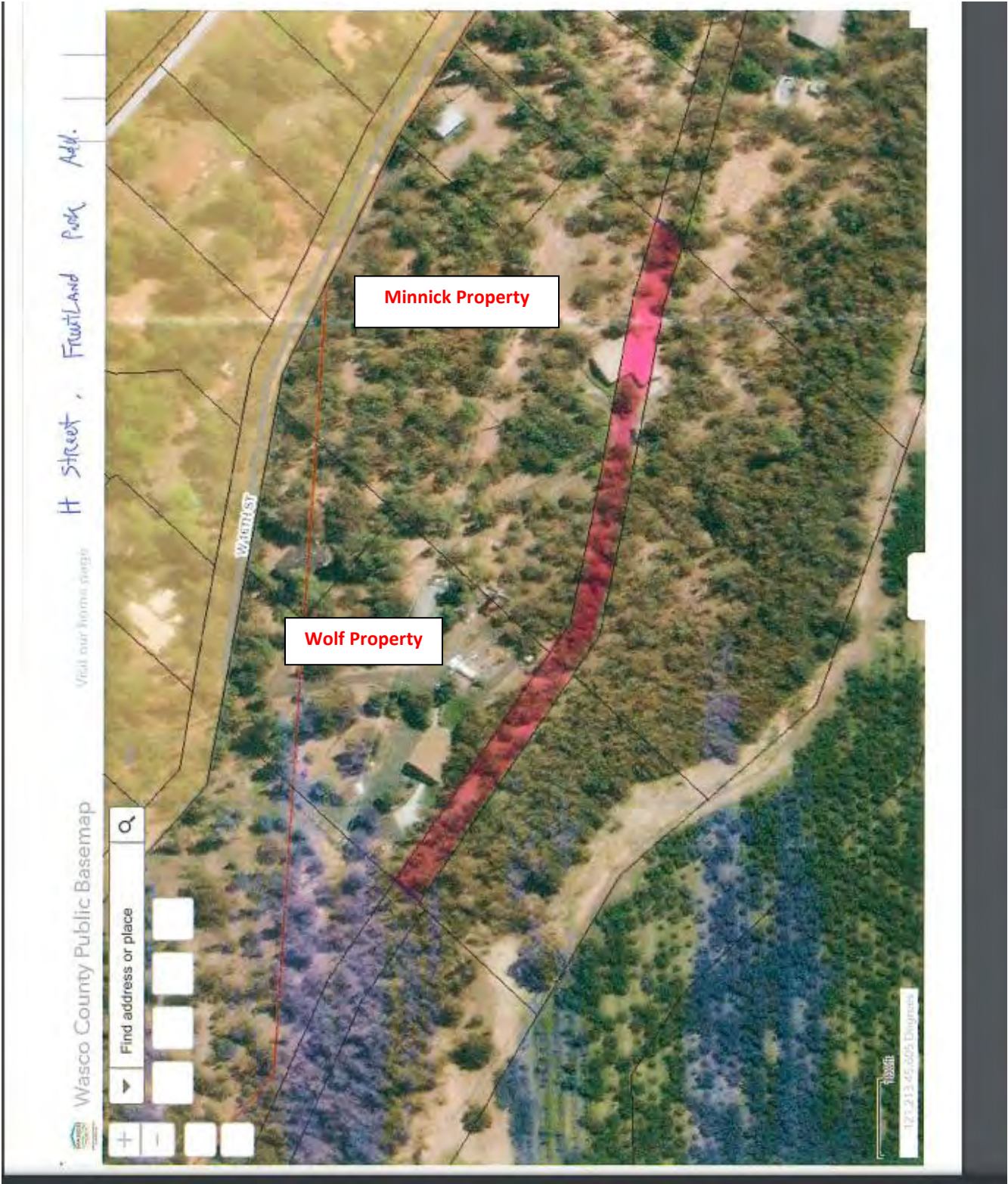
APPROVED AS TO FORM:

Kristen Campbell, County Counsel

Philip L. Brady, County Commissioner

EXHIBIT A – map & photos

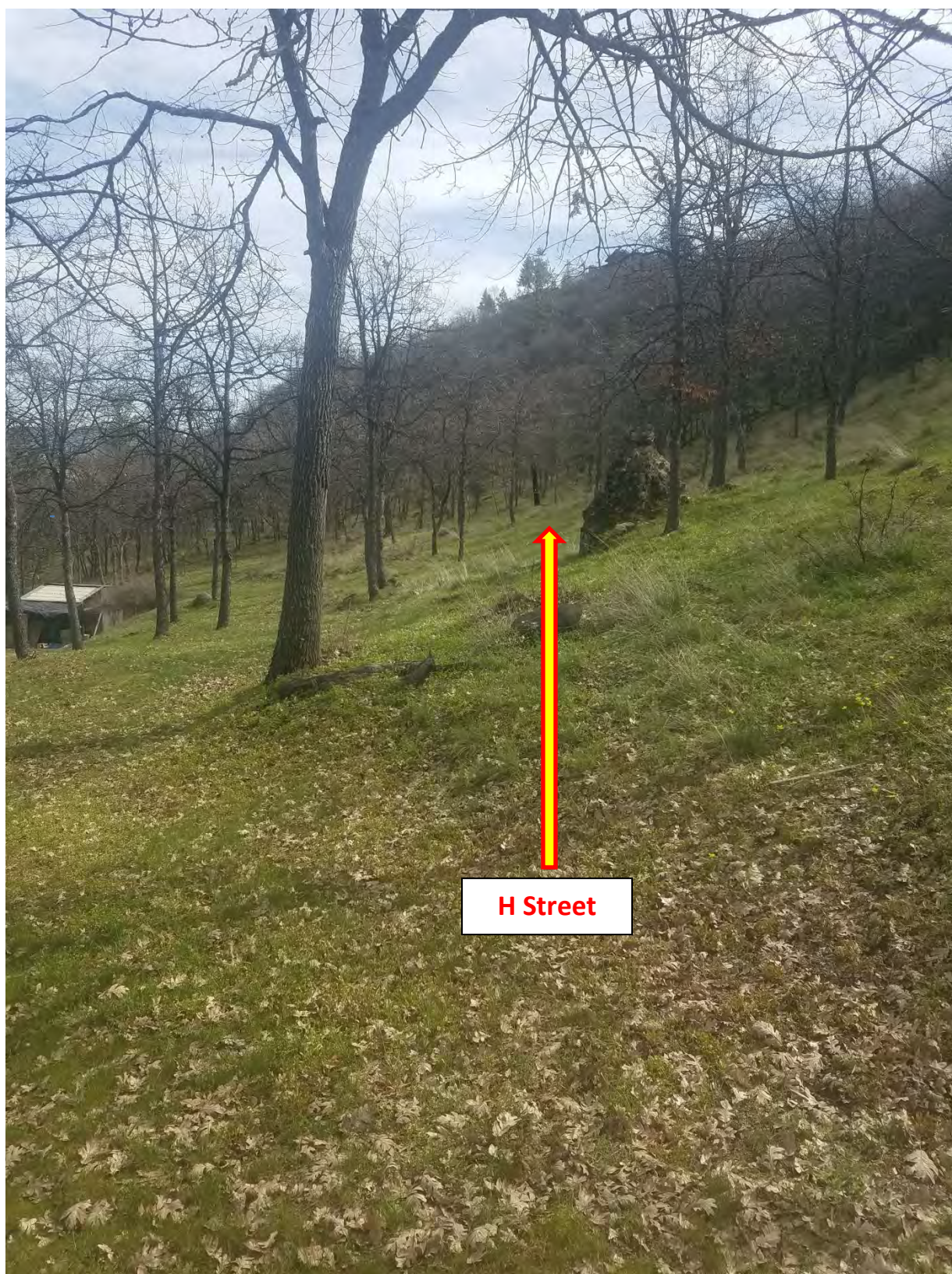
Portion of H Street (Fruitland Park Addition) – proposed vacation



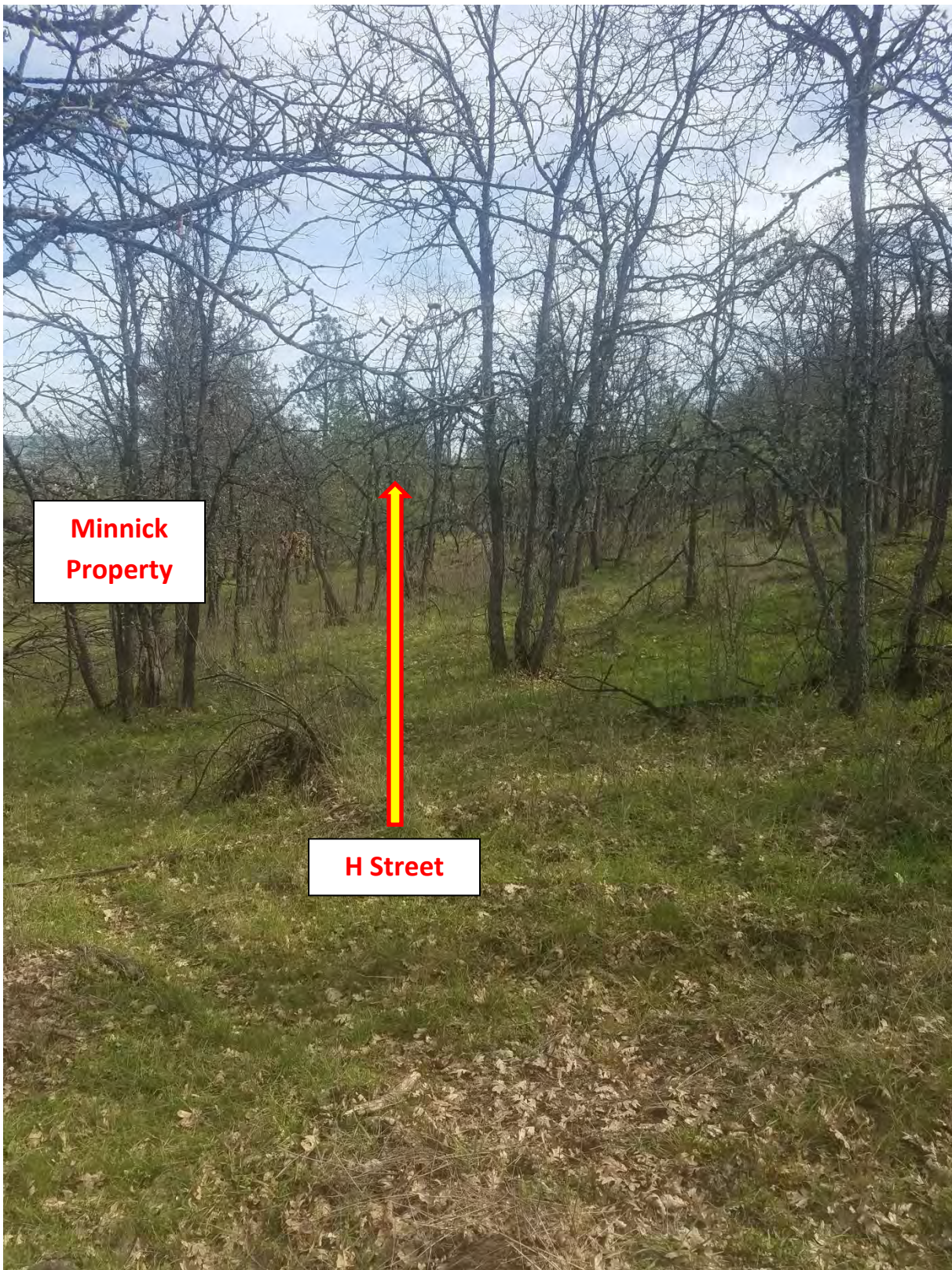
H Street – Beginning of proposed vacation - Looking East



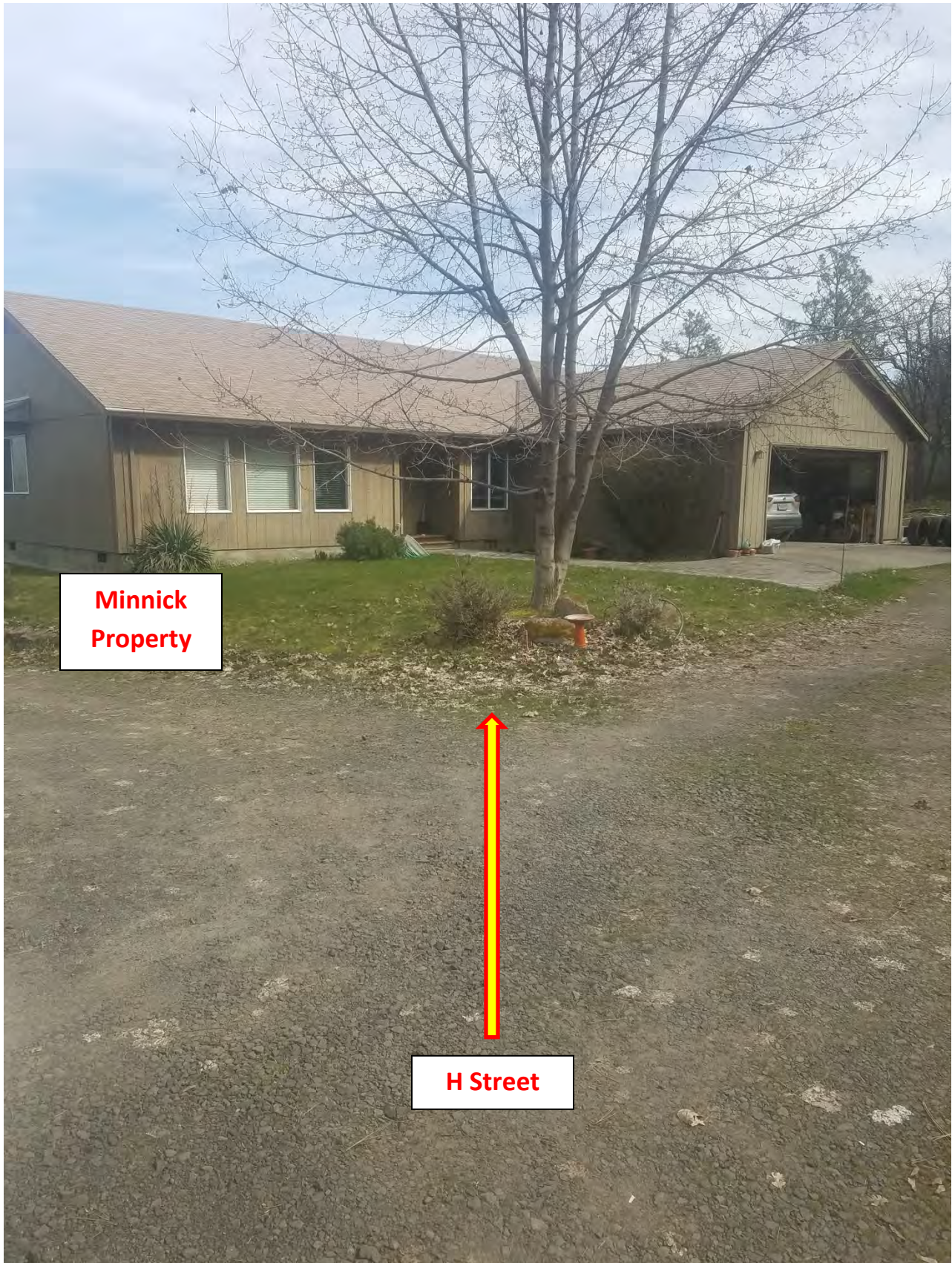
H Street – Looking East



H Street – Midpoint of proposed vacation - Looking East



H Street - Looking East



**Minnick
Property**

H Street

H Street – End of proposed vacation (behind Minnick house) - Looking East





MOTION

SUBJECT: H Street Road Vacation

I move to approve Order 24-009 vacating a portion of H Street within Fruitland Park Addition, The Dalles, Oregon, Section 5, Township 1 North, Range 13 East, Willamette Meridian.

IN THE BOARD OF COMMISSIONERS
OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE PROPOSED)
VACATION OF APPROXIMATELY)
1000 FOOT SECTION OF HOOD RIVER) REPORT OF PUBLIC WORKS
ROAD, BETWEEN THE HOOD RIVER) DIRECTOR
WASCO COUNTY BOUNDARY LINE,)
LOCATED IN SECTION 10, T 2N, R11E,)
WASCO COUNTY, OREGON, WM)

TO THE HONORABLE BOARD OF COMMISSIONERS OF WASCO COUNTY,
OREGON:

In compliance with Order #23-046 of the Board of Commissioners dated June 21, 2023,
I have investigated the County Road as follows:

HOOD RIVER COUNTY ROAD

LEGAL DESCRIPTION

An approximately 1,000 foot section of Hood River Road, between the Hood River and Wasco County boundary line, and the existing “East gate”, lying just westerly of the driveway entrance to Tax Lot 600, Section 10, Township 2 North, Range 11 East, Willamette Meridian; Wasco County, Oregon.

Attached hereto, and by this reference made a part hereof, is a map with photos marked as Exhibit “A” showing the location of the above described road.

Background

The petitioners, Lee and Donald Campbell, and Ronald Doughten and Dustin Posner, who own all the land North and South of the road right-of-way, wish to vacate because of several safety issues and nuisances including garbage thrown out along the road (appliances, tires, household trash), trespassing, theft, and illegal motor vehicle use. With the growing hazard of wildfires in the area, the petitioners are especially concerned about the increased risk with allowing public access to unimproved areas. The

petitioners included a narrative of concerns (included as an exhibit to this report) and listed nine specific areas where they believe it is in the public's interest to vacate this section of road.

If the road is vacated, the petitioners intend to grant easements for utility access, emergency response, and wildfire safety or fire suppression activities.

Historical notes: After researching the road records and investigating notes and memos from both Hood River and Wasco County surveyors, it appears that there were two county roads established along this general route. The first was in May of 1867 "Dalles City to Hood River" and the second was in September of 1867 "Dalles City to Horns Landing". The proximity of these two roads suggests that the May, 1867 road was never constructed, as the same person filed both road petitions, but the September 1867 road survey is more detailed and it states that this route was an "improvement". In October, 1868 the Wasco County Court awarded a contract to construct a bridge across the Hood River, "where the line of the road crosses Hood River, as laid out by law from Dalles City to Horns Landing." It appears that the Horns Landing route was built and later became the Hood River Road.

In June 1908, the passage of a statewide initiative established Hood River as the 34th county of the state. All county roads within that Hood River county boundary were accepted into their road system, including the majority of the Hood River Road route.

In the fall of 1993, the landowner at that time requested that a gate be placed across the Hood River Road, approximately 1,000 feet east of the Hood River / Wasco County boundary to prohibit motor vehicle use and illegal activities impacting the area. The landowner had multiple reports of trespassing, vandalism, theft, dumping, and 4x4 activities that occurred on his private property, and not within the dedicated public road right-of-way. The county road official at that time stated that they agreed, for safety purposes, that this road section should ultimately be closed to motorized use and the request for an unlocked gate was granted. This section of Hood River county road has been gated off since 1994.

In January of 2023, I received an inquiry about the status of this road section. Two individuals were interested in biking or hiking along this road. They stated that Hood River County allowed non-motorized use of their road section, but the gate on the Wasco County side, made the through route very difficult to travel. We met and discussed the many challenges of this road, the issues with trespassing, theft, etc. and the potential wildfire hazards. These individuals understood the concerns of the landowners and the county, but were still supportive of keeping a non-motorized route open to the general public.

In March of 2023, the adjoining landowners became aware of the increased attention around this section of Hood River Road and the existing gate. These landowners filed a petition to vacate this section of road on April 10, 2023.

Facts and Findings

The majority of the Wasco County section of the Hood River Road is a gravel surfaced, all-weather road and it receives regular maintenance by county crews. The 1,000 feet in question has been gated off since 1994 and has received no county maintenance over the past 30 years. The Hood River County road section is gated off, locked, and posted as “closed to motor propelled vehicles” on their end.

The petitioners own all the land around the proposed section of Hood River Road right-of-way, but not all of the adjoining property. I have no doubt that because of the secluded nature of this road, all of the negative actions described in the narrative occur regularly. These damaging, even dangerous activities can indeed create a hardship borne almost solely by the petitioners.

The adjacent landowner immediately to the West is Hood River County. The Hood River County road official stated that this road has not received any maintenance in many, many years, may not be passable in certain areas, and very likely is not located within the actual dedicated right-of-way. In his opinion, vacating the section of road in Wasco County would not negatively impact the public and he would generally support the vacation request.

PBS Land Company which is a private firm owns a large portion of land north of the road section. I spoke to one of the company’s officers and he stated that while the road section proposed for vacation did not directly touch their property, they would support the vacation to help protect their land holdings, but would need easement agreements in place to ensure emergency access and fire protection.

I traveled (walked) much of the section of Hood River Road from Wasco County to Hood River County. The existing “road” is primitive; dirt surfaced, with some rock, and is in generally poor condition. It appears to have been rarely used over the past several years. In the wetter seasons, much of this road would be unpassable, even with 4x4.

There are several utility companies with transmission lines and poles located within the right-of-way. If the road vacation is granted then they would require an easement for access and maintenance of their facilities. The landowners have stated that they would be happy to work with these companies to facilitate any necessary agreements and/or easements.

Fiscal Impact

The right-of-way would revert to private ownership and onto the tax rolls. The County does not maintain this portion of the right-of-way now, so vacation would have no fiscal impact to the Public Works Department.

Recommendation

Per ORS 368.346, because less than 100% of the adjacent landowners have petitioned, notice must be given to owners of abutting land and a hearing must be held if the commissioners wish to move forward with considering the proposed vacation.

No hearing would be required if the commission only wanted to close this portion of road to motorized vehicle traffic, but leave the status of the road unchanged. The county would then need to work with the landowners to facilitate any public use, while also mitigating the nuisance issues.

It is my recommendation that the Board of Commissioners officially close this portion of Hood River Road to motorized vehicles. I do not recommend moving forward with the road vacation request.

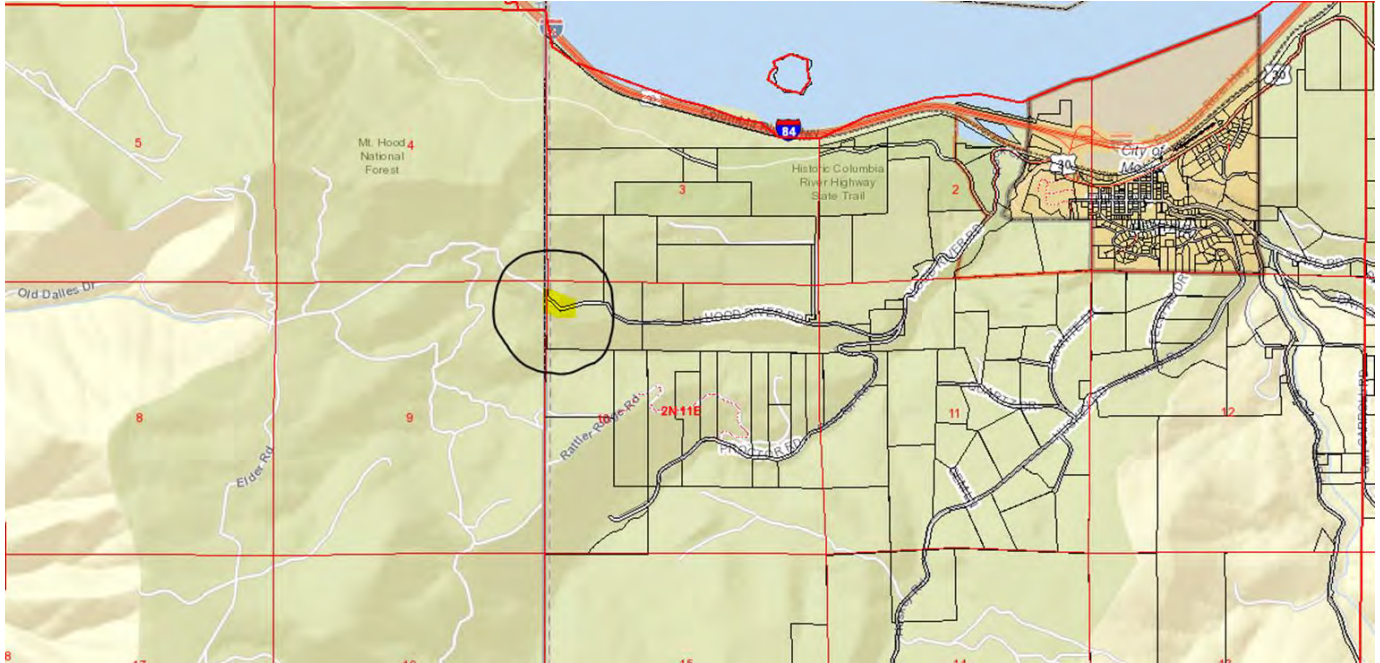
Dated this 6th day of December, 2023

Arthur Smith
Director, Wasco County Public Works

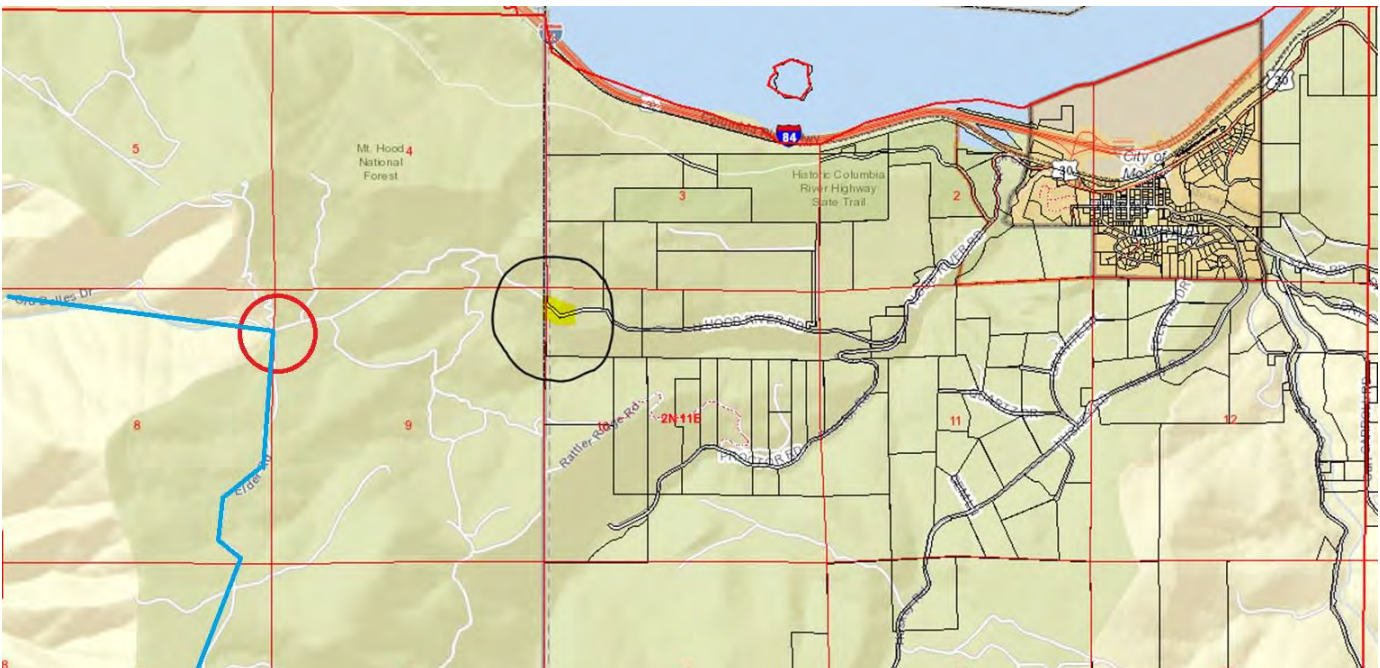
EXHIBIT A – photos

Portion of Hood River Road – proposed vacation

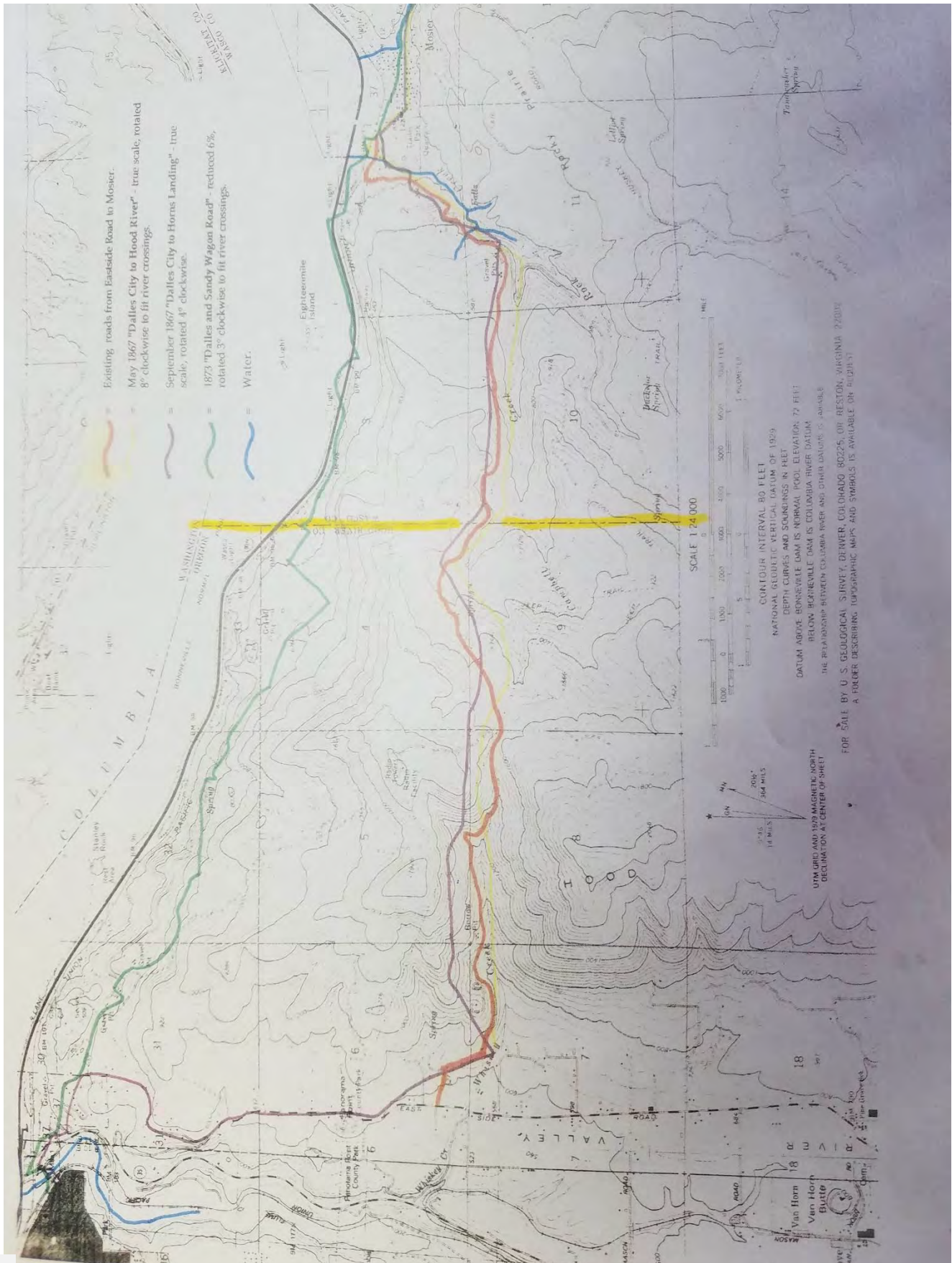
Wasco County side – circle and highlighted section is the last 1000' of road before Hood River county boundary



Hood River side – red circle indicates the end of HR county maintenance - intersection of Elder Rd and Old Dalles Drive



Road between Wasco County and Hood River County – historical map



Hood River Road - Wasco County side at gate – looking West



Hood River Road just past the gate – looking West



Hood River Road at 500' – looking West



Hood River Road at 750' – looking West



Hood River Road at Wasco County boundary – looking West



Hood River Road at Elder Rd - Hood River side – looking East



Hood River Road - Hood River side at gate – looking East





Hood River County Board of Commissioners

Allison Williams, County Administrator

COMMISSIONERS

601 State Street · Hood River, OR 97031 · (541) 386-3970 · FAX (541) 386-9392

Jennifer Euwer – Chair
Leticia Moretti – District No. 1
Arthur Babitz – District No. 2
Ed Weathers – District No. 3
Les Perkins – District No. 4

March 13, 2024

Wasco County Commission
511 Washington Street, Ste 302
The Dalles OR 97058

Re: Petition in Wasco County to Vacate Old Dalles Road

Dear Commissioners:

On behalf of the Hood River Commissioners, I am writing to express our stance on the petition request to vacate the Old Dalles Road. After reviewing the staff recommendation, we are not in favor of the vacation.

The greatest hurdle a petitioner must overcome in the process of vacating County property, is the assessment performed by the County Road Official and the concurrence by the Board of Commissioners as to whether the vacation is in the public interest; ORS 368.346.1.b. Our interpretation of the Statute is that unless there is a specific benefit to the public, the vacation most likely cannot be approved by the county governing body. Therefore, the County Surveyor and Engineering Manager provided a recommendation to the Commission on February 5th that they would not unconditionally support or find that it would be in the public interest to vacate any segment the Old Dalles Drive ROW, either in Wasco County or Hood River County.

Consistent with ORS368.341- 368.346, they found the closure would not be in the best interest of the public for the following reasons:

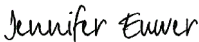
1. Maintaining the connectivity of the public road system and direct links to accessibility, mobility, and modality.
2. Maintaining accessible routes for EMS.
3. Maintaining access for future private or public timber sales from private and public lands.
4. Maintaining access and potential future development of public roads and lands.
5. Maintaining and developing public trail systems and recreational opportunities.
6. US Department of Justice, Civil Rights Division (ADA), prohibiting discrimination against people with disabilities in everyday activities guaranteeing the same opportunities for participation.

7. Maintaining the historic nature of the original roadway establishment of 1867.

We are opposed to vacation, which permanently relinquishes the public right of access. We believe the respective county staff should be left to determine when and how to restrict vehicle access to address any issues identified by neighboring landowners as long as such rules don't permanently relinquish the public Right of Way.

We thank you for providing the opportunity to comment on the petition.

Sincerely,

DocuSigned by:

BFDF9A1237C546E...

Jennifer Euwer, Chair
Hood River County Board of Commissioners